

County of Albany

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



Meeting Agenda

Tuesday, April 27, 2021

5:00 PM

Remote

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: ASR HOSPITALITY, INC.
3. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: MA'S KITCHEN CORPORATION D/B/A LAM'S KITCHEN
4. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: BALLISTIC SHRIMP, LLC
5. AMENDING RESOLUTION NO. 487 FOR 2020 REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS
6. AMENDING RESOLUTION NO. 233 FOR 2019 REGARDING ENGINEERING AND CONSTRUCTION CONSULTING SERVICES FOR RENOVATIONS AT THE TIMES UNION CENTER
7. AUTHORIZING AN AGREEMENT WITH PATTERSON-STEVENSON REGARDING THE PHASE II TIMES UNION CENTER PARKING GARAGE REMEDIATION
8. AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF BERNE, KNOX, RENSSELAERVILLE, AND NEW SCOTLAND
9. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF THREE HYUNDAI HL940A WHEEL LOADERS
10. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY

11. AUTHORIZING AN AGREEMENT WITH TIGER CORPORATION REGARDING THE PURCHASE OF A HYDRAULIC BOOM

12. AUTHORIZING AN AGREEMENT WITH THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE REGARDING PROFESSIONAL TRANSPORTATION ENGINEERING AND PLANNING SERVICES

County of Albany

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



Meeting Minutes

Tuesday, March 23, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

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

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR252 (KNOX CAVE ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND KNOX

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote. Mr. O'Brien abstained.

4. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR303 AND CR311 (BEAVER DAM ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND NEW SCOTLAND

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote. Mr. O'Brien abstained.

5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AARP REGARDING THE 2021 COMMUNITY CHALLENGE GRANT PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

Times Union Center
Statement of Income
Three Months Ending March 31, 2021

	Current			Year To Date		
	Actual	Budget	Last Year	Actual	Budget	Last Year
Total Event Income	41,678	-	237,825	42,228	-	926,116
Indirect Expenses						
Executive	17,633	24,229	22,443	47,729	71,561	66,744
Finance	16,529	18,535	25,821	45,895	55,605	78,951
Marketing	13,211	18,385	18,715	37,650	55,157	64,982
Operations	79,539	142,368	139,253	206,633	420,574	453,290
Box Office	9,509	23,954	23,068	27,667	71,426	74,629
Overhead	77,407	64,688	60,686	251,390	195,062	233,754
Total Indirect Expenses	213,828	292,159	289,986	616,964	869,385	972,350
Net Operating Income						
Other Income	(2,814)	3,092	239,155	(9,304)	9,276	701,740
Net Operating Income	(174,964)	(289,067)	186,994	(584,040)	(860,109)	655,506
Management fees	-	-	29,147	-	-	98,285
Net Income (Loss)	(174,964)	(289,067)	157,847	(584,040)	(860,109)	557,221

	Current			Year To Date		
	Actual	Budget	Last Year	Actual	Budget	Last Year
Number of events	10	-	5	18	-	34
Attendance	2,266	-	22,651	2,266	-	146,120

Department Income Statement: OVERHEAD

For the Three Months Ending March 31, 2021

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Net Salaries and Benefits	0	0	0	0	0	0
Professional Fees - Other	333	2,050	1,946	2,934	6,150	5,113
Bank Service Charges	57	79	0	68	237	6
Dues & Subscriptions	685	500	589	2,876	1,500	1,798
Postage	62	1,146	1,156	684	3,438	4,134
Office Supplies	332	1,542	700	610	5,632	5,662
Licenses & Fees	0	0	0	518	0	0
Employee Training	0	0	0	0	0	1,650
Equipment Rental	883	400	733	1,449	1,200	1,474
Maintenance Agreements	176	275	390	1,366	825	548
General Liability Insurance	8,048	10,947	10,060	24,144	32,841	30,180
Insurance Expense	6,262	6,337	6,695	23,786	19,003	20,086
Electricity	46,912	23,550	21,315	150,748	70,650	109,260
Telephone	3,583	2,837	2,904	10,042	8,511	8,520
Water & Sewage	107	2,617	1,210	2,124	7,851	6,108
Miscellaneous Expense	293	708	172	763	2,124	544
Depreciation	9,674	11,700	12,816	29,278	35,100	38,671
Total Operating Expenses	77,407	64,688	60,686	251,390	195,062	233,754



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

Times Union Center Garage
Statement of Income
Three Months Ending March 31, 2021

	Current			Year To Date		
	Actual	Budget	Last Year	Actual	Budget	Last Year
Total Event Income	1,585	-	13,901	1,585	-	82,989
Indirect Expenses						
Operations	19,503	23,809	29,569	55,338	66,612	97,707
Overhead	394	880	1,142	2,045	2,640	4,297
Washington Ave	4,724	5,182	5,108	13,518	15,506	15,165
Total Indirect Expenses	24,621	29,871	35,819	70,901	84,758	117,169
Net Operating Income						
Investments	-	-	-	-	-	-
Other Income	10,115	9,510	29,937	29,339	29,330	104,202
Net Operating Income	(12,921)	(20,361)	8,019	(39,977)	(55,428)	70,022
Fixed Management Fee	5,513	5,513	5,513	16,539	16,539	16,540
Net Income (Loss)	(18,434)	(25,874)	2,506	(56,516)	(71,967)	53,482

Times Union Center Parking Garage
Department Income Statement: OVERHEAD
 For the Three Months Ending March 31, 2021

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Credit Card Discounts	\$ 108	\$ 110	\$ 436	\$ 309	\$ 330	\$ 1,961
Telephone	620	650	604	1,857	1,950	2,030
Depreciation	(334)	120	102	(121)	360	306
Total Operating Expenses	394	880	1,142	2,045	2,640	4,297

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Daniel McCoy – Albany County Executive
Honorable Andrew Joyce - Chairman of Albany County Legislature
Honorable Albany County Legislators

From: Bob Belber
General Manager

Date: March 16, 2021

Re: Request For Legislative Action – Albany Stadium Restaurant & Bar

Attached is a RLA form and backup information related to a proposal received from James Anilowski and Wendi Enright who owns and operates Tech Forward, Inc., which is a current tenant in the TU Center (in the old Talk 1300 space) and has been for the last three years; are now bringing two seasoned and very experienced people – Gloria Herman who owned Tesoros Café and Josh Schulze who is the former bar manager at 677 Prime to operate the new Albany Stadium Restaurant & Bar in the former Backstage Bar space.

James and Wendi's Tech Forward, Inc. business is a federally certified Veteran Owned Business and their IT business has greatly helped the TU Center for many years. They have put together an excellent team with extensive restaurant experience and they have innovative concepts that we believe will help them draw people to the restaurant on both event and non-event days for lunch and dinner. Due to the pandemic and what we believe will be a growing reactivation of employees coming back to offices as the pandemic subsides, the rent being offered is tiered to provide some assistance in the early years and it will increase over the five years. The restaurant will be open for lunch daily and for dinner on non-event days while also servicing patrons attending events.

I ask that Albany County approve this request for a lease of the former Backstage Bar with a proposed start date of June 1, 2021.

Sincerely,



Bob Belber
General Manager



County of Albany

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

Legislation Text

File #: TMP-2414, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization - Lease of Retail Space at Times Union Center

Date: 3/31/2021
 Submitted By: Bob Belber
 Department: TU Center
 Title: General Manager
 Phone: Click or tap here to enter text.
 Department Rep.
 Attending Meeting: Bob 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):
ASR Hospitality, Inc.
51 South Pearl Street
Albany, NY 12207

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

Amount/Raise Schedule/Fee: Year #1 \$24 000 - Year #2 \$30,000 - Year #3 \$36 000 - Year #4 -\$42,000 -Year #5 - \$42,000
Scope of Services: Renting Retail Space known as ALBANY STADIUM
RESTAURANT & BAR

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.

File #: TMP-2414, **Version:** 1

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: See Above

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: 100%

Term

Term: (Start and end date) June 1 2021- May 31 2026

Length of Contract: 5 Years with option for 5-year renewal

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.

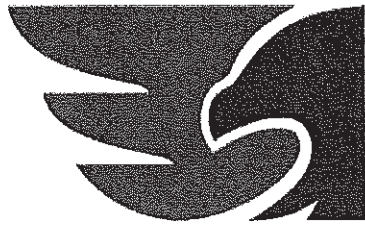
Justification: (state briefly why legislative action is requested)

The ASR Hospitality, Inc. Business Plan which includes proposed innovative concepts envisioned for the space and the proposed rent that is included herein. While this is a new business going into the space, the TU Center has had an excellent working relationship with both James Anilowslci and Wendi Enright, both of which own Tech Forward, Inc., which is a tenant in the space formerly used by Talk 1300 radio They have been in the space for three years and have been current on all rent payments. In addition, James has provided valuable IT support for the arena and during event nights for the NCAA Championships and other events needing a higher level of IT support and Wi-Fi knowledge.

This is a new tenant that will take over the Backstage Bar that has been operated on event days only by Aramark prior to the pandemic. James and Wendi have brought in Gloria Herman, recent owner of Tesoros Café and Josh Schulze (former bar manager at 677 Prime. Collectively along with Wendi and James's family background in the restaurant business, they have over 20 years of experience and knowledge with demonstrated innovation. The tenant plans to open the restaurant for lunches and dinners even on nonevent days and plans to use innovative ideas to draw people to the business. A creative menu and a management group that has had a lot of success in the restaurant/bar business will be operating the business. The tenant will show that it's sit down eatery on South Pearl Street will be great for arena fans, construction workers and the thousands of workers

in downtown.

A five year mutual option to renew the lease will follow the first five years and the rent during the five year renewal will be set at \$3,500 per month for total annual rent of \$42,000. Tenant will have its own account with National Grid and will make payments for utilities used.



TIMES UNION CENTER

ALBANY, NEW YORK



AN **SMG** MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Albany County Legislature Members
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County Legislature Chairman – Andrew Joyce

From: Bob Belber
General Manager

Date: March 3, 2021

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR RETAIL SPACE
LAM'S KITCHEN

Please see the Request For Legislative Action for the renewal of the Lam's Kitchen lease. The current lease expires on August 31, 2021.

There is 1,320 square feet of space in Lam's Kitchen. The per square foot rent is \$14 plus \$2 per square foot for common area maintenance – total of \$16 per square foot. This is the same rate that the tenant has been paying for the last five-year lease. Due to the pandemic and reduced business, we are asking to keep the current rate within the new lease.

This tenant has occupied the space for over 30 years and they are paid up on all rent and utilities.

Thank you for your approval of this lease.



County of Albany

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

Legislation Text

File #: TMP-2353, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for Lease Renewal for Times Union Center Retail Space Currently Occupied by Lam's Kitchen

Date:	03/3/21
Submitted By:	Bob Belber
Department:	Times Union
Title:	General Manager
Phone:	518-487-2008
Department Rep.	
Attending Meeting:	Bob 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):

Ma's Kitchen Corporation d/b/a Lam's Kitchen
51 South Pearl Street
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$14 per square foot for rent and \$2 per square foot for common area maintenance fees (total \$16 per square foot) x 1,320 square feet of space= \$21,120 annually for each year of the five-year lease. The monthly rent will be \$1,760.

Scope of Services: Renting Times Union Center retail space, currently occupied by Lam's Kitchen.

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: \$21,120/year

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) 09/01/2021 - 08/31/2026

Length of Contract: 5 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: 2016-255

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

Justification: (state briefly why legislative action is requested)

Retail leases require legislative approval. This tenant is current on all rent and utility bill payments that have been owed. The tenant has shown for thirty years that it provides a valuable service as a sit down eatery on South Pearl Street that will be great for arena fans, construction workers and the thousands of workers in downtown. This rate was increased during the last lease and we are asking to keep the rate flat for the new term due to the pandemic. This tenant did invest over \$30,000 in upgrades to the space at the beginning of the prior term.

COMMERICAL SPACE LEASE
between
THE COUNTY OF ALBANY
and
MA'S KITCHEN CORPORATION D/B/A LAM'S KITCHEN

Lease Authorization: Resolution No. 255 for 2016

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

WITNESSETH:

WHEREAS, the Owner offers for lease certain commercial space at the Albany County Civic Center (hereinafter known as The Times Union Center [TU Center] under a naming rights agreement between the County of Albany and The Hearst Corporation, Capital Newspapers Division), and

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

WHEREAS, the County Legislature has authorized this Lease in Resolution No. 255 for 2016, adopted July 11, 2016;

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

ARTICLE 1 - LEASED PREMISES

1.01. Owner hereby leases to Tenant, and Tenant rents from Owner, certain premises (hereinafter "Leased Premises") located at 51 South Pearl Street, Albany, New York, consisting of 1,320 square feet, as identified by the Owner, located in the Front Entry Plaza of the TU Center.

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

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

ARTICLE 2 - RENT AND TERM

2.01 (a) Tenant covenants and agrees to pay Owner, or the Owner's designee, without notice, or demand, FOURTEEN (\$14.00) Dollars per square foot for rental of the Leased Premises.

(b) The Tenant further covenants and agrees to pay to Owner, or the Owner's designee, an additional TWO (\$2.00) DOLLARS per square foot pursuant to ARTICLE 6 - COMMON AREAS and MAINTENANCE of this Lease, bringing the total square foot cost to the Tenant to SIXTEEN (\$16.00) DOLLARS per square foot.

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

(d) Combining (a) and (b) above, the annual rent of TWENTY ONE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$21,120.00) shall be payable in equal monthly installments of ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$1,760.00) each, and shall be paid on the first day of each month of said term, in advance.

2.02. The term of this Lease Agreement shall be for a period of five years commencing on September 1, 2016 and ending on August 31, 2021.

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

ARTICLE 3 - CONSTRUCTION, ALTERATION

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

3.02 Tenant agrees to invest Twenty Five Thousand Dollars to make upgrades and improvements, at the Tenant's own expense, to the leased premises as agreed to by the Owner. Said upgrades and improvements shall meet the approval of the Owner and shall be completed within six months of the signing of this lease. Tenant shall provide the Owner with an accounting of all costs along with copies of all blueprint plans,

drawings, invoices, bills and any other materials which can document costs. Additionally, the Tenant will provide the Owner with as built drawings of the Leased Premises after improvements are complete. All improvements shall remain the property of the Owner upon termination of the lease.

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

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

3.05. Owner reserves the right at any time to make alterations or additions to and to build additional stories on the Front Entry Plaza and to build adjacent thereto. Owner also reserves the right to construct other buildings or improvements on the TU Center site from time to time and to make alterations thereof or additions thereto. The Owner reserves the right to make necessary or prudent alterations or improvements within the leased premises.

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

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

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

ARTICLE 4 - PREMISES AND USE

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

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

ARTICLE 5 - UTILITIES

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

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

ARTICLE 6 - COMMON AREAS AND MAINTENANCE

6.01. All facilities furnished by Owner in, near and about the Front Entry Plaza including but not limited to, pedestrian sidewalks and ramps, escalators, elevators, interior and exterior stairwells, landscaped areas, comfort stations and other areas and any and all improvements provided by Owner for the general use, in common, of Tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Owner. The Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities in or on all said areas and improvements; to police the same; to restrict parking by tenants, their officers, agents and employees to negotiated employee parking areas; to enforce parking charges (by operation of meters or otherwise), to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

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

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

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

ARTICLE 7 - DELIVERIES

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

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - DESTRUCTION BY FIRE OR OTHER CASUALTY

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

Owner is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair and replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to their damage or destruction. Except as herein expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other changes or items of additional rent as the result of a fire or other casualty. In determining what constitutes prompt repair of the Leased Premises consideration shall be given to the delays caused by strikes, adjustment of insurance and other causes beyond Owner's control.

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

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

ARTICLE 10 - SIGNS

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

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

agrees that the Owner shall, at the Owner's option, perform such repair and removal at the expense of the Tenant.

ARTICLE 11 - ASSIGNMENT

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

ARTICLE 12 - COMPLIANCE WITH LAW

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

ARTICLE 13 - SUBORDINATION

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

13.02 Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Owner or the Owner's assigns and legal representatives to the option of canceling this Lease without incurring

any expense or damage, and the term hereby granted is expressly limited accordingly, provided, however, that a non-disturbance agreement shall have first been entered into in respect to such mortgage. The Tenant shall receive a written nondisturbance agreement from the holder of any present mortgage or any prior leasehold estate. The term "non-disturbance agreement" as used in this Article shall mean an agreement in recordable form between the Tenant and the holder of any subsequent mortgage lien, which shall provide, in substance, that the Tenant shall attorn to any such mortgagee and that as long as Tenant is not in default under this Lease beyond any period given to Tenant to cure such default, such holder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding to enforce nor will this Lease be terminated or otherwise affected by enforcement of, any rights given to such holder pursuant to the terms, covenants or conditions contained in such mortgage or mortgages, or any other documents held by such holder or any rights given to such holder as a matter of law. However, at the election of the holder of any first mortgage on the Front Entry Plaza, this Lease shall be prior and superior to the lien of any such mortgage.

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

13.04. With reference to any assignment by Owner of Owner's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Leased Premises, Tenant agrees:

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

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

ARTICLE 14- DEFAULT

14.01. It is expressly understood and agreed that in case the Leased Premises shall be deserted or vacated, or if default be made in the payment of the rent or additional rent or any part thereof as herein specified, or if, without the consent of the Owner, the Tenant shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their departments or bureaus, applicable to the Leased Premises, or if the Tenant shall file or there shall be filed against Tenant a petition in

bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Owner may, if the Owner so elects, and may at any time thereafter terminate this Lease and the term hereof, on giving to the Tenant thirty (30) days prior written notice to cure such default, except in the case of nonpayment of rent or additional rent said notice shall require a cure within ten (10) days, and if such default is not so cured, this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof. The Owner may dispossess or remove Tenant or any other occupant of the Leased Premises by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease had not been made, but without prejudice to Owner's remedies, on account thereof as set forth in Section 14.02 below.

14.02 After default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, the Tenant moves out, or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal in the event of such dispossession or removal and notwithstanding such action or the termination of this Lease, (a) the Tenant shall be liable forthwith to pay the rent and additional rent payable under this Lease up to the date of such dispossession, removal or termination, (b) Owner may relet the leased Premises, or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms which may, at the option of Owner, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent for a reasonable time (c) Tenant shall pay to Owner as liquidated damages for the failure of Tenant to observe and perform the covenants and agreements of Tenant under this Lease, any deficiency between the rent and additional rent payable by Tenant under this Lease and the net amount, if any, of the rents collected on account of the Lease or Leases of the Front Entry Plaza for each month of the period which would otherwise have constituted the balance of the term of this Lease, (d) amounts received by Owner after reletting shall first be applied against Owner's expenses incurred in any reletting, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease. Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease. When and if such expenses have been completely recovered, the amounts received from reletting by Owner as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant; further, amounts received by Owner from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms. Owner may make such alterations, repairs, replacements and decorations in the Front Entry Plaza as Owner considers advisable and necessary for the purpose of reletting the Front Entry Plaza, and

the making of such alterations and decorations shall not operate or be construed to release Tenant from liability under this Lease. The failure or refusal of Owner to relet the Front Entry Plaza or any part thereof shall not release or affect the liability of Tenant for damages under this Lease. Owner shall in no event be liable in any way whatsoever for liability to relet the Leased Premises or, in the event that the Leased Premises are relet, for inability to collect the rent under such reletting.

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

ARTICLE 15 - CURING DEFAULTS

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

ARTICLE 16 - EMINENT DOMAIN

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

16.02. In the event of a taking of less than the whole of the Leased Premises, this Lease shall cease and expire with respect to the portion of the Leased Premises taken, upon vesting of title as a result of the taking, and if the taking results in the portion of the Leased Premises remaining after the taking being less than fifty percent (50%) of the original size of same, Tenant may elect to terminate this Lease by giving notice to Owner of such election not more than forty-five (45) days after receipt by Tenant of notice of the taking, stating the date of termination, which date of termination shall be not more than ninety (90) days after the date on which such notice to Owner is given, and upon the date specified in such notice to Owner, this Lease and the term hereof shall cease and expire. If Tenant does not elect to terminate this Lease as aforesaid (a) the annual rent payable

under this Lease shall be reduced to an amount to be Determined by multiplying the annual rent by a fraction, the numerator of which is the area of the Leased Premises remaining after the taking, and the denominator of which is the total area of the Leased Premises immediately preceding the taking, and (b) after the determination of Owner's award on account of the taking, Owner shall expend as much of the award as necessary to restore the portion of the improvements remaining after the Taking to a complete architectural unit substantially the same as to the condition and tenantability for the use and occupancy of the Tenant. Should the net amount so awarded to Owner be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Owner, Owner may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with all reasonable diligence, or Owner may terminate this Lease by giving notice to Tenant not later than a reasonable time after Owner has determined the estimated net account which may be awarded to Owner and the estimated cost of such restoration.

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

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

ARTICLE 17 - INDEMNIFICATION

17.01. Tenant shall indemnify Owner, for and against any and all liability, penalties, damages, expenses and judgments arising from claim of damage or injury during said Term to any person or property of any nature except that Owner shall indemnify Tenant

for any and all liability, penalties, damages, expenses and/or judgments arising from any willful act or gross negligence of Owner or any of Owner's agents or employees. Owner and Tenant hereby agree to defend and hold each other harmless from any such liability and cost resulting from any injury or damage. At or prior to commencement of the Term, the Tenant shall supply to Owner a liability insurance certificate in the amount of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit, with Owner designated as an additional insured.

ARTICLE 18 - END OF TERM

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

ARTICLE 19 - QUIET ENJOYMENT

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

ARTICLE 20- NO WAIVER

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

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

ARTICLE 21 - ENTIRE AGREEMENT

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

ARTICLE 22 - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

22.01. Owner and Tenant agree that each shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease. If Owner commences any summary proceeding for nonpayment of rent or additional rent, Tenant shall not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this Lease.

ARTICLE 23 - INSPECTION OF PREMISES

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

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

ARTICLE 24 - REMEDY FOR BREACH

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

ARTICLE 25 - NOTICES

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

Owner:
County Executive
County of Albany
112 State Street
Albany, New York 12207

Tenant:
Ka Mun Sim
c/o Lam's Kitchen
51 South Pearl Street
Albany, New York 12207

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

ARTICLE 26 - CAPTIONS

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

ARTICLE 27 - SUCCESSORS AND ASSIGNS

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

ARTICLE 28 - NECESSARY APPROVAL

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

ARTICLE 29 - GOVERNING LAW

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

ARTICLE 30- MISCELLANEOUS

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

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

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

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

30.05. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to perform any of the

obligations of Owner in this Lease where the inability to so perform is due to causes beyond Owner's reasonable control.

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

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

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

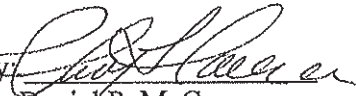
30.09. This lease agreement is contingent upon Tenant receiving all necessary licenses and permits, required to operate its business.

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

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


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

Owner: COUNTY OF ALBANY

By: 
Daniel P. McCoy,
County Executive,
or, Philip F. Calderone
Deputy County Executive

Dated: 9/3/16

Owner Agent: SMG


By: 
Robert H. Belber
General Manager

Dated: 9/2/16

Tenant: MA'S KITCHEN CORPORATION
D/B/A LAM'S KITCHEN

By: Bin Yang
Bin Yang

Dated: 8/18/16

By: 
Rui Liang Ma

Date: 8/18/16

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

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 13th day of September, 2011, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael A. Lalli
Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.

On the 2nd day of September, 2016, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the TU Center, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melanie J. Bunzey
Notary Public

MELANIE J. BUNZEY
Notary Public, State of New York
Qualified in Albany County
No. 01BU6048902
Commission Expires Oct. 2, 2018

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

On the 33rd day of August, 2018, before me, the undersigned, a notary public in and for the state, personally appeared Bin Yang personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Oleg Ayzikovich
Notary Public - State of New York
No. 01AY6339456
Qualified In Albany County
My Commission Exp. 04/04/2020



Notary Public

SCHEDULE "A"
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:
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.

Ma's kitchen corporation

D/B/A Lam's Kitchen 518-427-5096

March 3, 2021

County of Albany
County Executive 112 state st ,Albany Newyork 12207
RE:Lease Renewal

We, Bin Yang and Jingjing Ye would like to renew our commercial lease for Lam's kitchen at 51 south pearl st, Albany NY 12207

In the past, the renewal was for a 5 years term at your convenience, please send the lease paperwork for an addition 5 years for us to complete.

Thank you very much.

Bin Yang

President.
Bin yang

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Daniel McCoy – Albany County Executive
Honorable Andrew Joyce - Chairman of Albany County Legislature
Honorable Albany County Legislators

From: Bob Belber
General Manager

Date: March 3, 2021

Re: Request For Legislative Action – Ballistic Shrimp, LLC...
To take lease the former Dallas Hot Wieners retail space

Attached is a RLA form and backup information related to a proposal received from Miguel Medina – CEO of Ballistic Shrimp, LLC. The Ballistic Shrimp business will be a moderately priced quick turn seafood restaurant, which will include a nautical décor. The restaurant will be serving breakfast, lunch and dinner with a Cajun style menu including food that is steamed, fried, baked and grilled. Miguel Medina has over ten years of experience in the restaurant business.

Miguel Medina is a resident in downtown Albany and Ballistic Shrimp, LLC will be a minority owned business that is dedicated to serving the community. The funds that will be used to finance the business operation and get it up and running are derived from personal savings, family contributions and a bank loan has been secured as well. The equipment that was originally in the space, which was owned by Dallas Hot Wieners has been purchased by Miguel and it will be used in the new business venture.

This type of seafood restaurant could fill a void in Downtown Albany and based on my discussions and meetings I have had with Miguel, along with a solid business plan that was submitted, leads me to believe that he will be successful in his efforts. I ask the Albany County Legislature to approve the lease with Ballistic Shrimp, LLC based on the details contained within the RLA with a start date of June 1, 2021.

Sincerely,



Bob Belber - General Manager



County of Albany

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

Legislation Text

File #: TMP-2449, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to Lease Retail Space at the Times Union Center to Ballistic Shrimp, LLC

Date: 4/19/2021
 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):

Miguel Medina - CEO
Ballistic Shrimp, LLC
83 Beaver Street #1B
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$14 per square foot for rent and \$2 per square foot for common area maintenance fees (total \$16 per sq foot) x 950 square feet of space = \$15,200 annually for each year of the five-year lease. Monthly rent will be \$1,266. In addition, a mutual option to renew the lease for another five-year term would be included in the lease.

Scope of Services: Renting Retail Space known as BALLISTIC SHRIMP

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: \$15,200/Year

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: 100%

May 15, 2021- May 14, 2026

Term

Term: (Start and end date) May 15, 2021- May 14, 2026

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: 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 will be a new tenant that will take over the space formerly known as Dallas Hot Wieners. The restaurant will be a Quick turn Seafood Restaurant servicing breakfast, lunch, and dinner. The menu will be Cajun Style with steamed, fried, baked, and grilled food (See summary of business plan attached). They will have in-house seating, takeout, and delivery. Authorization is being requested for a five year term with rent set at \$15,200/year.

INTRODUCTION

Seafood restaurant falls under the Chain Restaurant industry and the industry comprises chain and franchised restaurants that provide food services to patrons who order and are served while seated. These establishments may provide this type of food service to patrons in combination with selling alcoholic and other beverages. These establishments have also shown a steady growth over the last half a decade.

In the case of seafood restaurants, their main delicacy is seafood and seafood is any form of sea life regarded as food by humans, prominently including fish and shellfish. Shellfish include various species of mollusks (such as clams, oysters, and mussels and cephalopods e.g. octopus and squid), crustaceans (e.g. shrimp, crabs, and lobster), and echinoderms (e.g. sea urchins).

Ballistic Shrimp will be a moderately priced quick turn seafood restaurant offering an amazing eating experience for singles and families alike. Steamed, baked, fried, and grilled seafood selections served for eat in, take out or delivery. For the delivery aspect we will be working with the best food delivery apps or online services for our clients to get their food as quickly and conveniently as possible. We are also offering catering for events, business meetings and pretty much the client's choice of activity. We will be tending to a clientele for breakfast, lunch and dinner.

The décor for Ballistic Shrimp will be nautical with a very relaxed vibe and community feel. We want the décor to consist of natural yet modern elements. Background music consisting of popular tunes with various blends and popular pop culture tune variations. We want our clients to have fond memories of this establishment. Comfortable clean line seating will be available which will follow the guidelines of social distancing.

Ballistic Shrimp will be owned by Ballistic Shrimp, LLC. The creator, managing member and CEO of the company, Miguel Medina, is seeking additional financing to supplement his own contribution. He has a proven track record of successful business ventures. He has over 10+ years of experience in the restaurant industry. Ballistic Shrimp, LLC, is looking to embody the very elements of detailed planning in order to succeed in today's competitive and health conscience market.

Description:

- Quick turn Seafood Restaurant
- Servicing- Breakfast, lunch, and dinner
- Cajun Style Menu with tasty and healthy sides
- Steamed, fried, baked, and grilled food.

Ballistic Shrimp Services

Business Plan

- Considering selling beer from local brewers
- Showcase monthly art from local artists.
- We will always ramp up for events to adequately meet our customer's needs.
- Will begin our own food delivery system with electric scooters which is better for the environment (less fuel emissions).
- Will also use external delivery services via online or app like Uber eats, door dash, seamless, grubhub just to name a few.
- Follow CDC rules on Social Distancing.
- Will provide/use appropriate PPE and chemicals on EPA registry for cleaning in order to keep people safe.
- Tentative hours and days of operations schedule:

Tentative Days and Hours of Operations		
Monday	7:30 a.m.	8:00 p.m.
Tuesday	7:30 a.m.	8:00 p.m.
Wednesday	7:30 a.m.	8:00 p.m.
Thursday	7:30 a.m.	8:00 p.m.
Friday	7:30 a.m.	10:30 p.m.
Saturday	7:30 a.m.	10:30 p.m.
Sunday	7:30 a.m.	8:00 p.m.

8. LETTER OF INTENT

Miguel Medina
83 Beaver Street #1B
Albany, NY 12207

03/01/2021

Dear Mr. Bob Belber,

RE: Intent to Lease Commercial Property

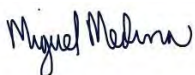
Per our conversation, this correspondence shall serve as a Non-binding Letter of Intent of intent to lease the property:

Dallas Hot Wieners
51 S Pearl Street
Albany, NY 12207

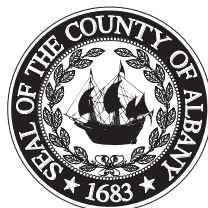
The lease term would be for a 5-year period with mutual agreement for second 5-year period. I would like full and complete property access days prior to the lease commencement date to initiate, assess or complete tenant improvements necessary for the intended use of the premises. Lease rate negotiated space has 950 square feet rate is \$16 per square feet (\$2.00 per square feet for common area maintenance), annual amount paid for rent payments is \$15,200. Monthly rent amount shall be \$1266.00. A deposit check in the equal amount of the first month will be submitted the accompanying lease agreement. Start lease and open business on or about May 15, 2021. The following details the party responsible for the respective expense.

Please feel free to reach me, Miguel Medina, with any questions or concerns that you may have at (518) 948-7156 or at crcp183@icloud.com.

Thank you,



Miguel Medina
CEO



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 4, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to extend the term of Resolution No. 487 of 2020 adopted December 7, 2020 associated with Resolution No. 143 of 2018 adopted April 9, 2018 with CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C. for Professional Architectural and Engineering Services for various Albany County projects.

The original term was May 1, 2018 through April 30, 2020 with a renewal term of May 1, 2020 through April 30, 2021. The Times Union Garage Remediation and Repair Project is the only remaining project authorized under this agreement. This extension request is to allow CT Male Associates to complete contractual services as previously authorized for this project. All costs associated with services provided during this extension are included with-in the original agreement.

The proposed term of this extension will commence on May 1, 2021 through September 1, 2022. This extension includes all rates and pricing described in the original Proposal and is subject to the terms and conditions of the agreement.

Any outstanding cost of these services will be covered under bond number HKUY.

If you should have any questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel
Rebekah Kennedy, Majority Counsel



County of Albany

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

Legislation Text

File #: TMP-2350, Version: 1

RREQUEST FOR LEGISLATIVE ACTION

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

Authorization of contract extension with CT Male Associates

Date:	March 4, 2021
Submitted By:	David M Latina
Department:	General Services
Title:	Commissioner
Phone:	518-447-7210
Department Rep.	
Attending Meeting:	Commissioner Latina

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):

CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C., 50 Century Hill Drive, Latham, NY 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$300,000
Scope of Services: Professional Architectural and Engineering Services for Various Albany County projects.

Bond Res. No.: 487 of 2020
Date of Adoption: December 7, 2020

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: A1620-4046
Appropriation Amount: \$300,000

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) May 1, 2021 - September 1, 2022
Length of Contract: 16 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: 143 of 2018 & 487 of 2020
Date of Adoption: April 9, 2018 & December 7, 2020

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to extend the term of Resolution No. 487 of 2020 adopted December 7, 2020 associated with Resolution No. 143 of 2018 adopted April 9, 2018 with CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C. for Professional Architectural and Engineering Services for various Albany County projects.

The original term was May 1, 2018 through April 30, 2020 with a renewal term of May 1, 2020 through April 30, 2021. The Times Union Garage Remediation and Repair Project is the only remaining project authorized under this agreement. This extension request is to allow CT Male Associates to complete contractual services as previously authorized for this project. All costs associated with services provided during this extension are included with-in the original agreement.

The proposed term of this extension will commence on May 1, 2021 through September 1, 2022. This extension includes all rates and pricing described in the original Proposal and is subject to the terms and conditions of the agreement.

Any outstanding cost of these services will be covered under bond number HKUY.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



March 1, 2021

David M. Latina
Commissioner
Albany County Department of General Services
112 State Street - Suite 1300
Albany, NY 12207

RE: **Agreement for Professional Architectural and Engineering Services
for Various Albany County Projects**

Pursuant to Re. No, 487 for 2020, Adopted December 7, 2020
Original Agreement: Res. No, 143 for 2018, Adopted April 9, 2018

Dear Commissioner Latina,

In accordance with the terms and conditions of our original Agreement, we hereby request an extension of the term of our Agreement, which was last renewed through April 30, 2021. We agree this extension shall be with the same rates and prices described in the original Proposal and subject to the same terms and conditions of the Agreement.

In order to successfully complete the current work in progress at the Albany County Times Union Center Parking Garage, and provide the professional services on as needed basis for work required in the County's buildings and facilities, we anticipate the construction schedule for this work is to be completed by September of 2022, barring any unforeseen circumstances. As such, we would agree to an extension of 1 year and four months, from May 1, 2021 through September 1, 2022, under the same provisions, terms and conditions.

Please do not hesitate to contact us if we can be of further assistance.

Respectfully submitted,

C.T. MALE ASSOCIATES

Richard A. Compagnola, R.A.
Division Manager/Architectural Services

C.T. MALE ASSOCIATES

Daniel P. Reilly, P.E.
Chief Operating Officer

RESOLUTION NO. 143

AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

Introduced: 4/9/18

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services, after an RFP process, has requested authorization to enter into a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed \$300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, The Commissioner indicated the proposed agreement will include space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two agreement with C.T. Male Associations regarding professional architectural and engineering services for various Albany County Projects Home in an amount not to exceed \$300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, 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

RESOLUTION NO. 487**AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS**

Introduced: 12/7/20

By Public Works Committee:

WHEREAS, By Resolution No. 143 for 2018, this Honorable Body authorized a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County projects in an amount not to exceed \$300,000 for a term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, The Commissioner of the Department of General Services has requested authorization to execute the one-year option to renew regarding the aforementioned agreement for professional architectural and engineering services with C.T. Male Associates for various Albany County projects, at no additional cost to the County, for a term commencing May 1, 2020 and ending April 30, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with C.T. Male Associates, Latham, NY 12110 regarding professional architectural and engineering services for various Albany County projects, at no additional cost to the County, for the term commencing May 1, 2020 and ending April 30, 2021, 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 - 12/7/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 7th day of December, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.

IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 8th day of December, 2020.



Necole Chambers

Clerk, Albany County Legislature

AGREEMENT
 BETWEEN THE COUNTY OF ALBANY
 AND C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE,
 LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C..
 FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
 FOR VARIOUS ALBANY COUNTY PROJECTS

PURSUANT TO RES. NO. 143 FOR 2018, ADOPTED APRIL 9, 2018

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County" or "Owner") and C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C., a New York domestic professional corporation, with a principal place of business located at 50 Century Hill Drive, Latham, New York 12110 (hereinafter called the "Consultant" and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, periodically, the County requires professional architectural and engineering services on an as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposals for architect/engineer services for various projects in Albany County, said request having been designated RFP #2017-082, issued on June 21, 2017 and published on June 28, 2017 and July 6, 2017 (hereinafter called the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on July 14, 2017 to provide architectural and engineering services on an as needed basis (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid architectural and engineering services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Agreement with the Consultant by Resolution No. 143 for 2018, adopted April 9, 2018;

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 RFP, which is incorporated by reference and made a part hereof; and the Proposal, 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 RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide all of the architectural and engineering services requested by the County, and meet all of the requirements and provisions described in the RFP. The services shall include, but are not limited to, the Consultant providing the following:

2.1.1 Architectural and Engineering Term Services

The Consultant shall provide professional architectural and engineering term services for a variety of Albany County projects on an as needed basis. The projects may be small or large in scale, require varying levels of involvement by the Consultant, and often require a prompt turn-around of services.

Project assignments under this Agreement will vary, and may include planning, design and/or construction phase services at Albany County facilities related to the following:

- space utilization studies which include programming and master planning;
- general architectural upgrades;
- design of improvements needed to meet NYS Building Code and Americans with Disabilities Act (ADA) requirements;
- civil/site investigation and design of improvements, including utilities, fencing, grading, and drainage;
- mechanical, electrical and plumbing system investigation and design of improvements;
- structural investigation and design of improvements;
- design and preparation of specifications; and
- Cost estimating of both new construction and/or renovation projects.

Note: the above description of services are intended to convey the variety of assignments that have previously been performed, and are not necessarily an indication of future assignments that will be made under this Agreement.

2.1.2 Consultant Services

The Consultant will be required to perform services during the planning, design and construction phases which may include, but will not be limited to, the following:

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) as full compensation for services rendered under this Agreement, billed in accordance with project proposals approved by the County.

3.2 The rates and prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on May 1, 2018 and shall continue in effect through April 30, 2020. At the end of this initial period, the parties may, by mutual agreement, renew the Agreement for one (1) one-year periods, with the same rates and prices described in the Proposal.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior

Services during the planning phase:

- review existing background and record information, including plans and reports, historical data, and related information;
- perform physical need, compliance, and process audits and evaluations of facilities;
- identify regulatory requirements, prepare implementation strategies, identify funding and financing options, and develop schedules for plan recommendations;
- perform visualization, space/master planning and programming; and .
- provide deliverables, which may include, but not be limited to, evaluations, reports, schedules, cost estimates, and recommendations.

Services during the design phase:

- architectural and landscape architecture investigation and design;
- civil/site, mechanical, electrical, plumbing, structural and special systems (fire alarm, security, and telephone/data) investigation and design;
- evaluate and recommend equipment, construction methods and materials;
- develop and/or revise specifications and details using word processing and Computer Aided Drafting (CAD) software compatible with current Albany County standards;
- provide facility, exhibit and system evaluations and analysis;
- provide feedback pertaining to any NYS Building Code issues;
- review and assist in developing, revising, editing, and/or distributing contract documents for improvements;
- provide bidding assistance including bid tabulations and recommendations, clarifications, and construction cost estimating for improvements;
- prepare request for proposal documents to solicit further consultant services on specific projects;
- provide deliverables which may include, but not be limited to, evaluations, reports, permits, schedules, drawings/details, specifications, contract documents, addenda, bid tabulations, cost estimates/worksheets, and recommendations.

2.2 Prior to providing any services on a County project, a written proposal for a not to exceed cost for each project shall be prepared by the Consultant and submitted to the County (hereinafter called the "project proposal"). The project proposal's not to exceed cost shall include all reimbursables. The Consultant shall not commence services until the County has provided written approval of the Consultant's project proposal.

2.3 The Consultant shall not perform any services beyond that set forth or described in a project proposal (hereinafter called "additional work") unless it has obtained prior written approval from the County.

written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant 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 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant 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 Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant 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 Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement.

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

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

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

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

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule (A) of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant 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 Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK

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

ARTICLE 25. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 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 26. STORMWATER MANAGEMENT PROGRAM

26.1 The Consultant 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. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant 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 Proposer's own liability.

26.2. The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 27. MISCELLANEOUS PROVISIONS

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

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

27.3 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.

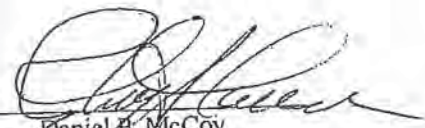
27.4 The County shall bear no responsibility other than that set forth in this Agreement.

27.5 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.

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

COUNTY OF ALBANY

DATED: 5/29/18

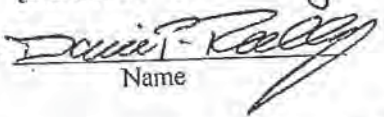
BY: 
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

C.T. MALE ASSOCIATES
ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE
ARCHITECTURE & GEOLOGY, D.P.C..

DATED: 5/11/18

Daniel P. Reilly
BY: 
Name

chief operating officer
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2018, 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 29 day of May, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. 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.

Michael A. Lalli
Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

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

On the 11th day of May, 2018, before me, the undersigned, personally appeared Daniel P. Reilly, 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.

Alice M. Benamati
Notary Public

ALICE M. BENAMATI
Notary Public, State of New York
No. 01BE6204059
Qualified in Albany County
Commission Expires April 13, 2021

**SCHEDULE A
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 of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$4,000,000.





DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 5, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization for an amendment to Resolution No. 233 of 2019, adopted June 10, 2019 with architecture+ for Design and Construction Administration Services related to lockers, dressing rooms and hallway upgrades at the Albany Times Union Center.

This amendment is needed to address costs to review the new Building Code of New York State that changed in May 2020 and to update bid phase and contract documents, as it relates to this project. The additional costs for these changes is \$16,500 bringing the total agreement costs to \$120,719.

All of the original terms and provisions remain the same.

The additional cost of these services will be covered under bond number HKUY.

If you should have any questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel
Rebekah Kennedy, Majority Counsel



County of Albany

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

Legislation Text

File #: TMP-2422, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Contract Amendment with Architecture+ for TU Locker Room Project

Date: 4/5/2021
 Submitted By: David M. Latina
 Department: General Services
 Title: Commissioner
 Phone: 518-447-7210
 Department Rep.
 Attending Meeting: Commissioner Latina

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):
Architecture plus, 297 River Street, Troy, NY 12180

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

Amount/Raise Schedule/Fee: \$120,719.00
Scope of Services: Review the new Building Code of New York State that changed in May 2020. Update bid phase and contract documents, as it relates to this project.

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: Bond HKUY
Appropriation Amount: \$120,719.00

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) 8/5/2019 - 8/4/2023
Length of Contract: 48 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: RES. NO. 233 of 2019
Date of Adoption: June 10, 2019

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization for an amendment to Resolution No. 233 of 2019, adopted June 10, 2019 with architecture+ for Design and Construction Administration Services related to lockers, dressing rooms and hallway upgrades at the Albany Times Union Center. This amendment is needed to address costs to review the new Building Code of New York State that changed in May 2020 and to update bid phase and contract documents, as it relates to this project. The additional costs for these changes is \$16,500 bringing the total agreement costs to \$120,719. All of the original terms and provisions remain the same.



April 1, 2021

Mr. Michael Martin
Director Albany County Facility Engineering
112 State Street, Room 600
Albany, New York 12207

Project: Lockers, Dressing Rooms and Hallway Upgrades
at the Albany County Times Union Center
Subject: Design Proposal – Code Review and Re-Bid (TUL^A1C)

Dear Mike,

Thank you for requesting a proposal for professional services associated with the Lockers, Dressing Rooms and Hallway Upgrades at the Albany County Times Union Center. We understand that it is the intent of Albany County to re-bid the project in the coming months and that the scope of work remains the same as the construction documents prepared in 2020. As per our recent communications, the Building Code of New York State changed in May 2020 after the project was deferred last year due to the pandemic. We have prepared a proposal to review the relevant building codes and update the construction documents with any changes to comply with those code changes.

ARCHITECT'S FEE

Compensation for the proposed Design Services shall be a lump sum of **\$16,500** exclusive of reimbursable expenses allocated as follows:

Building Code Review	\$5,000
Update Contract Documents	\$6,500
Bid Phase	\$5,000

The cost of travel to the project site, postage, and one copy of all materials prepared by architecture+ are included in the fee charged. The cost of reproduction of additional copies of materials, express mail and other services requested by the Owner will be billed as reimbursable expenses at the rate of 1.10 times actual cost.

Please do not hesitate to call if you have any questions about this proposal.
Thank you for your consideration.

Very truly yours,

Mary Kate Young AIA
Principal

Cc: Nathan Sims



Lomonaco & Pitts, Architects P.C.
297 River Street
Troy, New York 12180
518.272.4481 • Fax 518.272.1605
www.aplususa.com

Principals

Francis Murdock Pitts FAIA FACHA OAA
Joseph J. Lomonaco AIA PE LEED AP
J. Michael Bergen AIA OAA
Brian L. Barker AIA LEED AP BD+C
Sara K. Wengert AIA ASID
Mary Kate Young AIA
Valerie J. Bok AIA LEED AP BD+C
Arien S. Cartrette AIA
Vincent J. Lepera AIA Member Emeritus

Associates

Anthony H. Garner AIA
Emily B. Kohout AIA LEED AP
Felix Lomonaco AIA
Jennifer M. Snyder
Casey J. Crossley AIA LEED AP
Stephen P. Kervin AIA

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND LOMONACO & PITTS, ARCHITECTS P.C. D/B/A ARCHITECTURE+
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
RELATED TO LOCKERS, DRESSING ROOMS AND HALLWAY UPGRADES
AT THE ALBANY COUNTY TIMES UNION CENTER

PURSUANT TO RES. NO. 233 FOR 2019, ADOPTED JUNE 10, 2019

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Lomonaco & Pitts, P.C., a New York professional corporation, doing business as Architecture+, with its principal place of business located at 297 River Street, Troy, New York 12180 (hereinafter called the "Consultant," and, together with the County, may be referred to herein as the "parties").

WITNESSETH:

WHEREAS, the County has a need for design and construction services related to the renovation of the lockers, dressing rooms and hallways at the Albany County Times Union Center; and

WHEREAS, the County has issued a request for proposals for the aforesaid design and construction services, said request having been denominated RFP #2019-045 (hereinafter called the "RFP"), and the RFP having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on March 21, 2019 and published on March 21, 2019; and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on March 28, 2019 (hereinafter called the "Addendum #1") and the second on April 2, 2019 (hereinafter called the "Addendum #2," and, together with Addendum #1, may be referred to herein as the "Addenda"); and

WHEREAS, the Consultant has submitted a proposal on April 4, 2019 to provide the aforesaid design and construction services (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid design and construction services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Consultant regarding the aforesaid design and construction services by Resolution No.233 for 2019, adopted June 10, 2019; and

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

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 RFP, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively referred to as "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 Addendum #2; 3) the Addendum #1; 4) the RFP; 5) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Consultant shall provide all of the following services while coordinating all of its activities with the Albany County Facilities Engineering Division (hereinafter called "ACFE" or "Albany County") and Civic Center SMG Management Staff (hereinafter called "SMG"):

2.1 Project Design Goals/Objectives/Parameters:

2.1.1 The Design Work shall include all required architectural and engineering elements, including but not limited to: replacement of walls, floors, ceilings, cabinetry, millwork, doors/frames and door hardware (mechanical and electronic), insulation, fireproofing, bathroom fixtures/vanities, toilet partitions/accessories, plumbing, HVAC, lighting, fire sprinkler, electrical, voice/data, entertainment systems, furniture and fixed equipment, signage, and any additional items requested by SMG and/or ACFE. **See attached Dressing & Locker Room Plan SK-1**

2.1.2 Renovations will vary by room, and the Consultant shall work closely with SMG and ACFE to select unique, durable, and appropriate equipment and finishes in each area.

2.1.3 Facility operations and activities shall be maintained without disruption during construction, and the Consultant shall be required to incorporate phasing documents and temporary facilities (access, electrical, plumbing, etc.) in the Design Work to ensure same.

2.1.4 The Consultant shall perform multiple site walk-throughs with SMG and ACFE to review existing facility conditions and collect pertinent information necessary to perform the Design Work.

2.1.5 The Consultant shall be required to coordinate the Design Work with other construction projects in planning and/or underway at the Facility.

2.1.6 The Design Work shall incorporate finishes, fixtures, and equipment that are readily available through the existing network of commercial vendors to SMG and/or ACFE, and the Consultant shall coordinate material selections accordingly.

2.1.7 The Consultant shall be required to ensure integration with existing Facility systems, including but not limited to: lighting controls, HVAC controls, security systems, and voice/data systems.

2.1.8 The Consultant shall ensure that service contracts, extended warranties, attic stock, and close-out documentation in the Design Work meet the requirements of SMG and ACFE.

2.2 Design Development Phase: Upon receipt of approval to proceed with the Design Work, the Consultant shall:

2.2.1 Meet with SMG and ACFE to develop a project schedule, review existing conditions, and establish specific design criteria. Bi-weekly meetings shall be required for the duration of the project at a day/time set by SMG and ACFE.

2.2.2 Prepare all design drawings in AutoCAD 2016 format or newer version. Prepare specifications in MS Word. Provide all documents to SMG and ACFE in unprotected format.

2.2.3 Prepare 60% design submittal and probable cost estimate for review and comment by SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. Incorporate all SMG and ACFE comments in subsequent Design Work.

2.2.4 Prepare 90% design submittal and probable cost estimate for review and comment by SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. Incorporate all SMG and ACFE comments in subsequent Design Work.

2.2.5 Prepare 100% design submittal incorporating all prior comments from SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. SMG and ACFE shall provide written acceptance of 100% design submittal prior to preparation of construction documents.

2.3 Construction Document Phase: Upon approval of the 100% design submittal by SMG and ACFE, the Consultant shall"

2.3.1 Prepare competitive bid contract documents for general construction in accordance with prevailing competitive bidding requirements ("Wicks Law", NYS Finance Law Section 135); and in compliance with the County's

Affirmative Action Plan as approved by Resolution No. 26, adopted June 10, 1996.

2.3.2 Prepare a Project Manual which includes all County bid forms as provided by Albany County Purchasing Division, Instructions to Bidders and Conditions of the Contract. Forms shall include, but not limited to, the following:

- a. Invitation to Bid,
- b. Instruction to Bidders
- c. Bid Forms
- d. Division 1 - General Requirements
- e. Technical Specifications, including performance criteria for all construction materials required on the project, warranties, attic stock, close-out documentation, and service contracts.

2.3.3 Prepare Project Drawings with architect/engineer's certifications and stamps.

2.3.4 Prepare a final cost estimate and construction schedule

2.3.5 Specify testing and inspection requirements of completed work.

2.3.6 Submit the project documents and final cost estimate to SMG, ACFE, and Albany County Purchasing Division, allowing two (2) weeks for review and comment. Incorporate all requested modifications in the final documents.

2.4 Bidding and Contract Negotiation Phase: The Consultant shall assist SMG and ACFE in all aspects of the bidding phase, including, but not limited to:

2.4.1 Solicit bidders and provide electronic (PDF) versions of plans and specifications to be used for bidding and preparation of contracts.

2.4.2 Conduct pre-bid meeting(s) and walk through(s) to present project scope and field contractor questions.

2.4.3 After consultation with SMG and ACFE, respond to contractor questions and prepare any necessary written replies and/or addendums for distribution by the County.

2.4.4 Assist with contractor interviews and selection of lowest responsible bidders. Ensure that contractors have a clear understanding of the project scope.

2.4.5 Provide written contractor bid recommendations as requested by SMG or ACFE.

2.4.6 Prepare a formal presentation for the County if requested by ACFE.

2.5 Contract Administration Phase: The Consultant shall provide all required contract administration services throughout completion of the project, including, but not limited to:

2.5.1 Provide completed Architect/Engineer's Letter as required by ACCE in conjunction with contractors' building permits.

2.5.2 Participate in no less than three (3) pre-construction meetings with contractors, and prepare meeting minutes for distribution to all participants.

2.5.3 Participate in bi-weekly contractor meetings during project implementation and prepare meeting minutes for distribution to all participants.

2.5.4 Conduct weekly site inspections during construction to ensure proper quality control, and provide written report of findings to SMG and ACFE.

2.5.5 Maintain and update project schedule throughout duration of contractor activity.

2.5.6 Review contractors' submittals and shop drawings for conformance to both the letter and intent of the bid documents, and provide written acceptance or rejection of same. Provide electronic copies of all approved documents to SMG and ACFE.

2.5.7 Review and respond to contractor requests for information in consultation with SMG and ACFE. Distribute written response to all contractors.

2.5.8 Prepare and distribute bulletins to contractors as required, or as requested by SMG and ACFE.

2.5.9 Review contractors' change order proposals and provide written recommendations to SMG and ACFE.

2.5.10 Maintain all project records for turn over to SMG and ACFE at project completion.

2.5.11 Conduct a detailed post-construction site inspection and prepare contractor punch lists with sufficient detail to ensure contractor remediation.

2.5.12 Conduct a final inspection and provide written certification of project completion to SMG, ACFE, and ACCE.

2.5.13 Review all close-out documentation for conformance with bid documents.

2.5.14 Review Contractors' as-built drawings and provide written comments/recommendations to SMG and ACFE.

2.6 While providing services to the County, the Consultant shall follow all applicable laws, codes, standards, rules and regulations while providing the services, including, but not limited to, the Building Code of New York State, the Energy Code of New York State, ICC/ANSI A117.1-1998 and all referenced ADA standards. The Consultant shall certify same.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED

FOUR THOUSAND TWO HUNDRED NINETEEN AND 00/100 DOLLARS (\$104,219.00), as full compensation for the services it provides.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed claim form, plus all supporting documentation, including, but not limited to, an invoice showing billable hours, to the Department of General Services. Upon acceptance of the claim by the Department of General Services, payment shall be issued promptly to the Consultant.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on the date the County issues a notice to proceed and will continue in effect until the Consultant renders all the services provided for under this Agreement, as determined by Albany County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant 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 11. RELATIONSHIP

The Consultant 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 Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the County, its employees and its agents from and against all claims, costs, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent act or intentional act or omission of the Consultant, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County and SMG as additional insureds. Such policies may only be changed upon thirty (30) days prior written approval by the County.

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its

compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant 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 Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK

If the County requests services that the Consultant believes to be outside the Scope of Services described in Article 2 (hereinafter called "extra work"), the Consultant shall, before performing those services, inform the County in writing of the Consultant's belief that the services requested are additional services constituting extra work, and may provide an estimate in writing to the County of the probable total of the additional service fees to be incurred in performing the services requested.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Consultant further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant 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 the Consultant's own liability. The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the policies and procedures described above, the Consultant 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 contained in the RFP.

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

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

26.4 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.

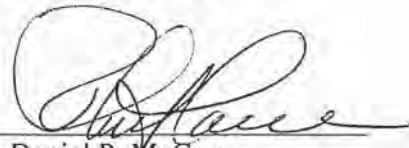
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 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.


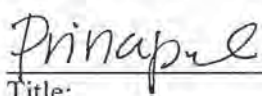
COUNTY OF ALBANY

DATED: 8/5/19

BY: 
Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

ARCHITECTURE+

DATED: July 30, 2019

BY: 
Name:

Title:

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

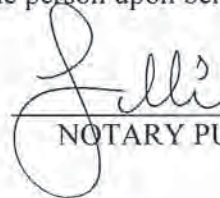
On the ___ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, 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 5 day of August, 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.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023



NOTARY PUBLIC

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

On the 31st day of July, 2019, before me, the undersigned, personally appeared MADY KATE YOUNG personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

PIERRETTE YIRKLER
Notary Public, State of New York
No. 01110000009
Qualified in Albany County
Commission Expires 05/27/20 23

SCHEDULE A
INSURANCE COVERAGE

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

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

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than ~~\$5,000,000~~

\$2,000,000 per claim / \$4,000,000 aggregate

RESOLUTION NO. 233**AUTHORIZING AN AGREEMENT WITH ARCHITECTURE+ REGARDING
ENGINEERING AND CONSTRUCTION CONSULTING SERVICES FOR
RENOVATIONS AT THE TIMES UNION CENTER**

Introduced: 6/10/19

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with Architecture+ regarding engineering and construction consulting services for renovations at the Times Union Center in the amount of \$104,219 for the term commencing June 10, 2019 and ending December 10, 2020, and

WHEREAS, The Department of General Services, through the County Purchasing Agent, issued a request for bids and, on April 17, 2019, six bids were received pertaining to the project, and

WHEREAS, The County Purchasing Agent reviewed said bids and recommended awarding the contract to Architecture+ 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 Architecture+, Troy, NY 12180 regarding engineering and construction consulting services for renovations at the Times Union Center in an amount not to exceed \$104,219 for the term commencing June 10, 2019 and ending December 10, 2020, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 6, 2021

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services respectfully requests the approval of a contract with Patterson-Stevens, Inc. in the amount not to exceed \$1,478,675.00. This contract is for General Construction services outlined in RFB #2021-010 regarding the Phase II Remediation and Repairs of the Times Union Garage.

The Scope of Work consists of the structural rehabilitation of the parking garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage shall remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Please note the total amount requested includes the cost of all three alternate bids and contingencies.

All cost of these services will be covered under bond number HKUY.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel
Rebekah Kennedy, Majority Counsel



County of Albany

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

Legislation Text

File #: TMP-2423, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Patterson-Stevens, Inc.

Date:	April 6, 2021
Submitted By:	David M Latina
Department:	General Services
Title:	Commissioner
Phone:	518-447-7210
Department Rep.	
Attending Meeting:	Commissioner Latina

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):
Patterson-Stevens, Inc., 400 Sawyer Avenue, Tonawanda, NY 14150

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

Amount/Raise Schedule/Fee: \$1,478,675.00

Scope of Services: Pursuant to RFB 2021-010 the Scope of Work consists of the structural rehabilitation of the Times Union Center Parking Garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage will remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Please note the total amount requested includes the cost of all three alternate bids and contingencies.

Bond Res. No.: 148 for 2019
Date of Adoption: 4/8/2019

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 HKUY
Appropriation Amount: \$1,478,675.00

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) 5/15/2021 - 11/14/2022
Length of Contract: 18 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: 148 for 2019
Date of Adoption: 4/8/2019

Justification: (state briefly why legislative action is requested)

The Department of General Services respectfully requests the approval of a contract with Patterson-Stevens, Inc. in the amount not to exceed \$1,478,675.00. This contract is for General Construction services outlined in RFB #2021-010 regarding the Phase II Remediation and Repairs of the Times Union Garage.

The Scope of Work consists of the structural rehabilitation of the parking garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage shall remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Please note the total amount requested includes the cost of all three alternate bids and contingencies.

All cost of these services will be covered under bond number HKUY.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



April 6, 2021

Michael L. Martin, PE
Director of Facilities Engineering Division
Albany County Department of General Services
112 State Street - Suite 1310
Albany, NY 12207

RE: Recommendation for Award
RFB #2021-010 Times Union Ctr Garage Remediation and Repairs Project – Phase 2

Director Martin;

In reference to the project mentioned above, please be advised that based upon our review of the three low bids received, and subsequent qualification of the apparent low bidder's qualifications, it is our joint recommendation that the County award the Contract as follows:

Patterson-Stevens, Inc. \$ 1,196,675.00

This amount includes the total lump sum base bid, plus the 10% project contingency and field engineering and construction administration allowance included in the Bid Documents. Subject to selection of the Alternates, which were included in the Bid, the total Contract Amount may be increased as follows:

Alternate No. 1: Level 5 Waterproofing:	\$ 192,000.00
Alternate No. 2: New Knee Walls & Storefronts at Roof Stair Vestibules:	\$ 65,000.00
Alternate No. 3: New CMU Walls at Connecting Corridor – Roof Level:	\$ 25,000.00
TOTAL CONTRACT AMOUNT TO BE AWARDED:	\$ 1,478,675.00

The successful bidder, whose bid has been determined to be substantially responsive, and to be the lowest evaluated bidder, has also been determined to be qualified to perform the contract satisfactorily, all of which has been taken into consideration in our recommendation.

If you have any further questions regarding this matter, or need any additional information, please feel free to contact us.

Sincerely,
C.T. MALE ASSOCIATES


Richard A. Compagnola, R.A.
Principal Architect


Nabeel Raazi
Senior Associate
O&S Associates, Consulting Engineers

Memo

To: David Latina, Commissioner, Department of General Services
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: Karen Storm, Purchasing Agent
Date: April 5, 2021
Re: **RFB #2021-010 – GC – Times Union Center Garage Remediation and Repairs Project – Phase II**

Recommendation for Award to Patterson-Stevens, Inc.

Commissioner Latina,

As you are aware, C.T. Male Associates and the Facilities Engineering Division, have developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for **Phase II Remediation and Repairs of the Times Union Center Parking Garage**. Bids for the General Construction prime contract (GC) have been received and reviewed for conformance with the bid documents.

A complete tabulation of the **General Construction** Bids are attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **Patterson-Stevens, Inc.** at a cost of **\$1,478,675.00** which includes all Contingency Allowances and also all three Alternate Bid items listed on the Bid tabulation.

If you have any questions regarding this project, I can be reached at 447-7032.

Thank you



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Karen Storm, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 5, 2021

Re: Request for Bids #2021-010
TUC Garage – GC Services - Phase II Remediation and Repairs

I have reviewed the bids for the General Construction Services for the Phase II Remediation and Repairs for the Times Union Center Garage Project and recommend awarding the contract to Patterson Stevens as the low bidder for the amount not to exceed \$1,478,675.00.

If you need any further information or have any questions, please feel free to contact me.

DML:tas

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Remediation and Repairs to the Times Union Center Garage – Phase 2
 Bid Number: 2021-010

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
March 18, 2021	Addendum #1
March 29, 2021	Addendum #2
March 30, 2021	Addendum #3

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

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

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)
7. Communication concerning this Bid shall be addressed to:
- Randy H. Dowling, President
- Patterson-Stevens, Inc., 400 Sawyer Avenue, Tonawanda, NY 14150
- Email: rhdowling@pattersonstevens.com
- Phone: (716) 873-5300
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: Remediation and Repairs to the Times Union Center Garage – Phase 2
 Bid Number: 2021-010

Bid Item #1	Total \$ <u>15,000.00</u>
Bid Item #2	Total \$ <u>47,500.00</u>
Bid Item #3	Total \$ <u>6,250.00</u>
Bid Item #4A	Total \$ <u>25,000.00</u>
Bid Item #4B	Total \$ <u>6,250.00</u>
Bid Item #4C	Total \$ <u>6,250.00</u>
Bid Item #4D	Total \$ <u>2,500.00</u>
Bid Item #5	Total \$ <u>125,000.00</u>
Bid Item #6A	Total \$ <u>13,000.00</u>
Bid Item #6B	Total \$ <u>35,000.00</u>
Bid Item #6C	Total \$ <u>15,000.00</u>
Bid Item #7A	Total \$ <u>55,000.00</u>
Bid Item #7B	Total \$ <u>24,000.00</u>
Bid Item #8	Total \$ <u>147,000.00</u>
Bid Item #9	Total \$ <u>38,000.00</u>
Bid Item #10	Total \$ <u>33,000.00</u>
Bid Item #11	Total \$ <u>35,000.00</u>
Bid Item #12	Total \$ <u>80,000.00</u>
Bid Item #13	Total \$ <u>20,000.00</u>
Bid Item #14	Total \$ <u>40,000.00</u>
Bid Item #15	Total \$ <u>10,000.00</u>
Bid Item #16	Total \$ <u>15,000.00</u>

MARCH 2021

BID FORMS **BF3**

RFB #2021-010

Bid Item #17 Total \$ 113,000.00

Bid Item #18 Total \$ 17,500.00

A. TOTAL LUMP SUM BASE BID (Bid Items #1- #18)
 \$ 924,250.00

Project Contingency Allowance. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

B. 10% PROJECT CONTINGENCY ALLOWANCE
 \$ 92,425.00

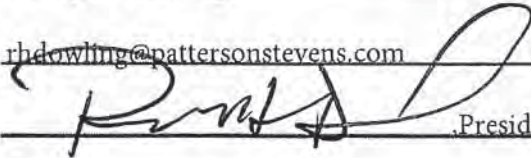
Field Engineering & Construction Administration Allowance. Contractor shall carry a Testing and Inspection Allowance to authorize design Engineer of Record to visit the site to assist the Construction Manager with evaluations of the quantity, limits and depth of deterioration and unforeseen conditions discovered by the Contractor during construction beyond the limits of the Work indicated in the Contract Documents. Upon recognizing the need to provide Field Engineering and Construction Administration Services, the Contractor shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. There will be no retainage for this line item. The Contractor shall not obtain the services of the Engineer of Record and/or perform any additional work until the Contractor receives written authorization from the County Engineer.

C. FIELD ENGINEERING & CONSTRUCTION ADMINISTRATION ALLOWANCE
 \$ 180,000.00

<p>A. Total Lump Sum Base Bid (Bid Items #1 - #18)</p> <p style="text-align: right;">(Price in Words):</p> <p style="text-align: right;">(Price in Numbers):</p>	<p>Nine Hundred Twenty-Four Thousand, Two Hundred Fifty Dollars and Zero Cents</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>\$ <u>924,250.00</u></p>
<p>B. 10% Project Contingency Allowance</p>	<p>\$ <u>92,425.00</u></p>

C. Field Engineering & Construction Administration Allowance	\$ <u>180,000.00</u>
D. TOTAL BID (A + B + C = D) (Price in Words): (Price in Numbers):	 One Million, One Hundred Ninety-Six Thousand, Six Hundred Seventy-Five Dollars and Zero Cents \$ <u>1,196,675.00</u>

Alternate Item #1 (Level 5 Waterproofing)	Total \$ <u>192,000.00</u>
Alternate Item #2 (New Knee Walls & Storefronts at Roof Stair Vestibules)	Total \$ <u>65,000.00</u>
Alternate Item #3 (New CMU Wall at Connecting Corridor – Roof Level)	Total \$ <u>25,000.00</u>

COMPANY: Patterson-Stevens, Inc.
ADDRESS: 400 Sawyer Avenue
CITY, STATE, ZIP: Tonawanda, NY 14150
TEL. NO.: (716) 873-5300
FAX NO.: (716) 873-4094
FEDERAL TAX ID NO.: 16-0978209
REPRESENTATIVE: Randy H. Dowling
E-MAIL: rhdownling@pattersonstevens.com
SIGNATURE AND TITLE  President

DATE March 31, 2021

BID ITEM DESCRIPTIONS & WORKSHEET

**ALBANY COUNTY TIMES UNION CENTER GARAGE
REMEDICATION AND REPAIRS PROJECT – PHASE 2 (2021)**

**Albany Times Union Center
100 Beaver Street
Albany, NY 12207**

PROPOSED PRICE

Summary Scope of Work: The scope of work for Phase 2 consists of selected structural repairs primarily at the façade of the parking garage, façade waterproofing, and lower level waterproofing (levels 1-5). In general, structural repair work within the garage was completed in Phase 1. Some work has been included in Phase 2 to address any residual repairs that remain. Assume structural repairs are isolated and piecemeal throughout the garage. Structural repair items include: Partial Depth repairs of pre-topped tees, Partial Depth/topping replacement at CIP pour strips, Overhead concrete patch repairs at beams & tee soffits, and Vertical concrete patch repairs at columns and walls (including the exterior façade). The main waterproofing work items include: new traffic bearing waterproofing membrane strips over pour strips, stairs and landings, new water repellent surface sealers over the lower level double tee floor slabs, new water repellent surface sealer over the entire concrete and CMU exterior façade, replacement of all façade sealants, and a new waterproofing coating over vertical concrete at the Roof level such as columns, parapet walls, column stubs etc. Other miscellaneous work is also included. Shotblast/powerwash cleaning (as applicable to location and substrate) will be required at all locations receiving new membranes, coatings and sealers. The scope of work is explained in more detail per each bid item as per following. In providing pricing for each bid item, the contractor shall consider the aggregate scope of work contained in the drawings, specifications and bid forms.

NOTES:

- CONTRACTOR TO PROVIDE WORK ACCESS THROUGHOUT THE PROJECT, INCLUDING ACCESS FOR THE ENGINEER FOR THE PURPOSES OF INSPECTING & MARKING REPAIRS. THIS INCLUDES ACCESS TO THE ENTIRE PARKING GARAGE FAÇADE.
- APPROPRIATE CONSTRUCTION BARRICADES, SAFE PEDESTRIAN ACCESS ROUTES TO THE EGRESS POINTS, STAIRS AND ELEVATORS, ETC. WILL BE PROVIDED BY THE CONTRACTOR TO ENSURE ISOLATION OF WORK AREAS FROM ACTIVE AREAS OF THE BUILDING; AND TO PROTECT BUILDING WORKERS/OCCUPANTS FROM FALLING DEBRIS. ALL REQUIRED EGRESS/INGRESS WILL BE MAINTAINED TO THE BUILDING AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE PORTABLE SANITARY FACILITIES THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR TO BE RESPONSIBLE FOR TEMPORARY REMOVAL OF ELECTRICAL AND SECURITY EQUIPMENT AS NEEDED TO PERFORM WORK.
- WATER AND POWER ARE AVAILABLE ON EACH FLOOR LEVEL OF THE PARKING GARAGE.
- CONTRACTOR STAGING AREA IS AVAILABLE 7/10/2021 IN THE GRASSY AREA & STRIPED PORTION OF ROADWAY ADJACENT TO THE SOUTH SIDE OF THE PARKING GARAGE, INCLUDING CONTRACTOR PARKING. PERMIT FEE REQUIRED, TO BE INCLUDED IN MISCELLANEOUS WORK. CONTRACTOR MAY NOT PARK IN THE PARKING GARAGE. A SMALL STAGING AREA IS AVAILABLE AT LEVEL 1 AND IS NOTED ON R-1 AND R-7.

- EVENT CALENDAR IS PROVIDED. CONTRACTOR MAY NOT PERFORM WORK ON EVENT DAYS.
- CONTRACTOR'S CREW TO ABIDE BY ALL COVID-19 PROTOCOL AS REQUIRED BY THE COUNTY, STATE AND OTHER GOVERNING JURISDICTIONS

Bid Item #1 – Mobilization & Demobilization:

For setting up all necessary protection and facilities required by State laws and City/County Ordinances, and the general mobilization and demobilization of equipment required for completion of the work as per Contract Documents and in accordance with material manufacturers recommendations or work ordered by the Owner's Representative. (Maximum Allowance for Mobilization and Demobilization is \$ 15,000).

LUMPSUM= \$ 15,000.00

CONCRETE REPAIRS

Bid Item #2 – Partial Depth Floor Slab Repairs:

This work consists of general partial depth patch repairs at cast-in-place pour strips, stair landings, pretopped tees, etc. at locations of concrete spalls, delaminations, debonded CIP topping, and other locations as determined by the owner's representative. Contractor shall assist Owner's Representative in marking repair areas, remove deteriorated and sound concrete minimum ¾" beyond corroded steel reinforcement or down to surface of structural slab at locations of CIP topping, existing reinforcement to remain and be cleaned to white metal, prewet concrete substrate and patch with a new repair concrete. Slope new concrete same as existing. Contractor shall exercise care and repair expertise to limit damage or concrete cracking, bruising or removal to precast members as normally expected in precast concrete garage repairs, and provide shoring as required. Contractor shall provide new rebar dowels, WWF reinforcement, and anchors as noted in repair details. Contractor shall provide new tooled and sealed joints around the perimeter of patch and along tee joints within perimeter of patch. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 2/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

500 SF X \$ 95.00 /SF = \$ 47,500.00

Bid Item #3 – Partial Depth Double Tee Patch Repairs at Shear Connectors:

This work consists of partial depth concrete and tee flange connector repairs at pre-topped double tees, at corroded and spalled locations to be determined by the owner's representative. Contractor shall assist Owner's Representative with marking repair areas in the field, sawcut ½" around perimeter of repair, remove deteriorated and sound concrete exposing the shear connector or reinforcement. Contractor shall exercise care and repair expertise to limit damage or concrete cracking, bruising and excess removal to precast members as normally expected in precast concrete garage repairs. Carbon steel shear connectors to be cleaned to white metal, and painted with zinc rich rust inhibitive coating. Stainless steel connector plates will require stainless steel rods, welds, and accessories. Repair area shall be patched with repair concrete. Contractor shall provide new tooled and sealed joints around the perimeter of repairs, and new backer rod and sealant along the tee-tee joint. Assume each repair location approximately 2 SF or less. Once connector is exposed, it will be inspected and broken connectors. Broken connectors shall be brought to the attention of the owner's representative and new supplemental connectors will be scheduled by the representative and shall be reimbursed as per bid item 12, do not include costs

for supplemental connections in this bid item. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 4/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

25 EA X \$250.00 /EA = \$ 6,250.00

Bid Item # 4 – Overhead Patch Repairs:

Work under this item includes overhead concrete patch repairs at deteriorated sections of the double tee flange soffits, structural girders, & tee stems at locations to be marked in the field by the owner's representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum 1" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pins anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per referenced details below, as per applicable sections of the specifications, and as directed by the Owner's Representative.

4A: AT TEE SOFFITS/DETAIL 5/R-20: 100 SF X \$ 250.00 /SF = \$ 25,000.00

4B AT TEE STEMS/DETAIL 6/R-20: 25 LF X \$ 250.00 /LF = \$ 6,250.00

4C AT GIRDERS/DETAIL 7/R-20: 25 SF X \$ 250.00 /SF = \$ 6,250.00

4D AT CORBELS/DETAIL 1/R-21: 10 SF X \$ 250.00 /SF = \$ 2,500.00

Bid Item #5 – Vertical Patch Repairs:

Work under this item includes vertical concrete patch repairs at deteriorated sections of the columns, walls, façade walls, etc. at locations to be marked in the field by the owner's representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum 1" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pins anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. Provide fluted finish at façade panel repairs same as existing. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per detail 9 and 10/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

500SF X \$ 250.00 /SF = \$ 125,000.00

WATERPROOFING

Bid Item #6 – Façade Sealant Work:

6A – New sealants at Open Façade Joints: This item includes providing new sealant in open façade panel joints throughout the garage. Locations typically include typical wall panel/spandrel

beam joints between each other and the adjacent columns. Contractor shall provide work access, clean surfaces to receive new sealant free of deleterious material/dust/dirt/debris/corrosion deposits/etc., install new backer rod, prime, and properly install and tool new multi-component polyurethane sealant. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 6/R-23 or per manufacturer's instructions, and as directed by the Owner's Representative.

$$1,300 \text{ LF} \times \$ 10.00 \text{ /LF} = \$ 13,000.00$$

6B – Replacement of Existing Façade Joint Sealant: This work includes removal and replacement of existing facade joint sealants at locations determined by the Owner's Representative. Locations typically include façade panels at stair towers and around openings (windows/doors/louvers/etc.). Contractor shall provide access remove existing sealant and backer rod, clean surfaces to receive new sealant free of deleterious material/existing sealant/dust/dirt/debris/corrosion deposits/etc., provide new backer rod, prime, and apply approved sealant. Polyurethane sealants will be typical, and are located at precast panel joints and between precast panels and columns. Silicone sealants will be used to replace glazing sealant (glass to window frames) at stair towers. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 6/R-23 or per manufacturer's instructions, and as directed by the Owner's Representative.

$$1,750 \text{ LF} \times \$ 20.00 \text{ /LF} = \$ 35,000.00$$

6C – Wet Glaze all Window Frames: This work includes removal and replacement of existing window glazing seals with new structural silicone sealant. Contractor shall provide access, remove or cut back existing gaskets flush to mullions, clean surfaces free of deleterious material/existing sealant/dust/dirt/debris/corrosion deposits/etc., prime, and apply cove bead of new structural silicone sealant. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 4/R-24 or per manufacturer's instructions, and as directed by the Owner's Representative.

$$750 \text{ LF} \times \$ 20.00 \text{ /LF} = \$ 15,000.00$$

Bid Item #7 – New Traffic Bearing Waterproofing Membrane:

This work includes providing a new polyurethane traffic bearing Waterproofing membrane at selected areas of the parking garage. Areas include over CIP girder pour strips in turning bays at lower level floor slabs, CIP pour strips along the perimeter of lower level floor slabs, and at all stairs and landings. Work consists of thoroughly shot blast or sandblast cleaning the surfaces to be waterproofed, remove all dust/debris/deleterious materials, prime and apply approved polyurethane traffic bearing waterproofing membrane system in strict accordance with manufacturer's instructions. Contractor may use pedestrian grade application on stairs/landings and use traffic bearing system on slabs. Provide any sealants required for the purposes of installing membrane such as cove sealants around all stair treads & landings, etc. not expressly included in other bid items. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 1&2/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

$$7A – \text{TRAFFIC MEMBRANE AT SLABS: } 10,000 \text{ SF} \times \$ 5.50 \text{ /SF} = \$ 55,000.00$$

$$7B – \text{PEDESTRIAN MEMBRANE AT STAIRS: } 3,000 \text{ SF} \times \$ 8.00 \text{ /SF} = \$ 24,000.00$$

Bid Item #8 – New Water Repellant Surface Sealer Over Lower Level (2-5) Floor Slabs:

This work includes applying a silane based water repellant surface sealer over the lower level supported floor slab (levels 2-5). Contractor shall shotblast clean the floor slabs and apply water repellant sealer in strict accordance with the manufacturer's instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per manufacturer's instructions, and as directed by the Owner's Representative.

$$210,000 \text{ SF X } \$0.70 \text{ /SF} = \$ 147,000.00$$

Bid Item # 9 - Façade Surface Sealer:

This work includes power washing and sealing the entire precast/concrete and masonry block façade surfaces with a new water repellant surface sealer after all the repairs are complete. Remove all stains (rust, etc.) from surface prior to applying sealer. This work includes all necessary scaffolding/swingstage and sidewalk protection. Existing signage and appurtenances such as conduits, light fixtures etc. shall be protected and shall remain; contractor to work around them for installation of sealers. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, per manufacturer's instructions, and as directed by the Owner's Representative.

$$38,000 \text{ SF X } \$1.00 \text{ /SF} = \$ 38,000.00$$

Bid Item # 10 – New Waterproofing Coating at Roof Level Concrete:

This work includes applying an elastomeric façade waterproofing coating over the roof level vertical concrete including columns, top and interior faces of parapet walls, shear walls, etc. Contractor shall powerwash surfaces free of all deleterious materials and apply 2 coats of elastomeric façade waterproofing coating as per manufacturer's installation instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 3/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

$$11,000 \text{ SF X } \$3.00 \text{ /SF} = \$ 33,000.00$$

Bid Item #11 – Rout & Seal Selected Floor Slab Cracks:

This work consists of routing and sealing floor slab cracks at the Roof Level. Contractor shall rout 1/2" by 1/2" v-notch groove along crack, remove all dust, debris, and all other deleterious materials, and prime and seal using a two-component polyurethane sealant. Bid item includes all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, as per detail 5B/R-23 and as directed by the Owner's Representative and in accordance with manufacturer's installation instructions.

$$7000 \text{ LF X } \$5.00 \text{ /LF} = \$ 35,000.00$$

Bid Item #12 – Clean and Paint Metal Elements:

This work item consists of cleaning and repainting all metal elements in the garage including all stair railings (interior and exterior), bollards to remain, chains connected to the bollards (not scheduled for replacement), doors and frames, turnbuckles, etc. Contractor shall provide work access, clean steel free of existing corrosion deposits & deleterious material to SSPC-SP3 profile and paint the prepared sections with approved metal coating system compatible with new 2 coat epoxy polyurethane coating system. Topcoat color to match existing per each element (multiple top-coat colors will be needed). Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's

Representative and in accordance with manufacturer's installation instructions and as per applicable sections of the specifications.

Note: All steel elements such as railings, stringers, stair and landing pans, landing beams, etc. in stair towers "A" and "D" shall be cleaned and coated as per this work item, only railings in stair tower "C" shall be cleaned and coated (stringer coating already performed in previous phase), no metal coating work in stair tower "B" will be scheduled (coated in previous phase).

LUMPSUM= \$ 80,000.00

MISCELLANEOUS WORK

Bid Item #13 – Restripe Lower Supported Levels (2-5):

Contractor shall restripe the parking garage slabs at locations of shot blast cleaning & water repellent sealer/traffic bearing membrane application. New striping shall be same as existing except as noted in the drawings. Approximate existing striping plans shown on the drawings. Contractor to verify all conditions in the field and document existing striping to full extent needed to replicate existing striping plan.

LUMPSUM= \$ 20,000.00

Bid Item #14 – Trench Drain Replacement & Pavement Repairs at Level 1 Entrance:

This work item consists of removal and replacement of the existing trench drain, mill removal of existing asphalt pavement and overlay new asphalt top course at the Level 1 entrance area. Contractor shall mill remove 2" of existing asphalt pavement to extents shown on drawing, as per detail 1/R-7 and as directed by the Owner's Representative in the field, install new E-loop vehicle detectors (provided by Owner) and coordinate with e-loop /equipment vendor, prep surfaces to receive new asphalt, and provide new asphalt top course matching existing elevations and slopes to maintain drainage patterns. Contractor shall remove and replace the existing trench drain at the level 1 entrance as per detail 2/R-7. Trench drain replacement work shall be performed prior to asphalt millwork. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and as per applicable sections of the specifications.

LUMPSUM= \$ 40,000.00

Bid Item #15 – New Divider Fence at Level 1 Entrance:

This work item consists of demolition and disposal of existing drywall at the garage entrance on Level 1 and construction of a new barrier chain link fence at the same location. Contractor shall exercise care not to damage existing conduits and supports in that area. Conduits and supports shall remain in place as is. The new chain link fence shall be built around the existing conduits and shall be constructed to fill in the open space entirely as shown in the drawings. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and as per applicable sections of the specifications.

LUMPSUM= \$ 10,000.00

Bid Item #16 – Replace Selected Stair Tower Doors and Frames:

This work item consists of removal and replacement of selected doors at Stair Towers B, C, & D. Contractor shall remove and dispose of existing doors, frames, and hardware, prepare opening to receive new door including concrete patch repairs around the perimeter of the rough opening, install new aluminum frame and fiberglass reinforced polymer (FRP) door with new hardware, seal door frame with caulk sealant, provide threshold plates, etc. as needed. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and in accordance with manufacturers installation instructions and as per applicable sections of the specifications.

3 EA X \$5,000.00 _____ /EA = \$15,000.00

Bid Item #17 – Miscellaneous Work:

Work includes general items, conditions, daily cleanup, permits, and all incidentals necessary to perform contracted work above that is not specifically included elsewhere in the bid form. This work also includes removal and replacement of selected bollards within the parking garage (Locations shown on drawings, 2 bollards each at end of flat bays, levels 2 thru 5), removal of existing steel chain at Level 6 and replacement with new safety yellow PVC chain matching drape/length of existing including all connections and hardware. Also included in this work is provision of new corner closure piece at façade of Stairwell B as shown in drawing R-15.

LUMPSUM= \$113,000.00 _____

Bid Item #18 – Bonds:

This work consists of furnishing a Payment and Performance Bond for 100% of the contract amount. Provide letter of intent from bonding company.

Provide Name of Bonding Company: Merchants Bonding Company (Mutual),

and Contact Person: Tim Toole,

and Tel# (716) 849-1523

LUMPSUM= \$17,500.00 _____

ALTERNATES:**Alternate Item #1 – New Traffic Bearing Membrane over Entire 5th Level:**

This item is for providing traffic bearing waterproofing membrane over the entire 5th floor slab in addition to the CIP pour strips included in base bid item #8. Include only ADDITIONAL costs to coat the sections of the floor not currently in the base bid work item. Work consists of thoroughly shot blast or sandblast cleaning the floor slabs and locations of vertical upturns, remove all dust/debris/deleterious materials, prime and apply approved polyurethane traffic bearing waterproofing membrane system in strict accordance with manufacturer's instructions. Provide any sealants required for the purposes of installing membrane such as cove sealants etc. not expressly included in other bid items. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 1&2/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

LUMPSUM= \$ 192,000.00

Alternate #2 – Rebuild Knee Walls and Replace Storefronts at Roof Level Stair Vestibules:

Work item includes removal and replacement of the existing fluted CMU walls and storefronts at 2 roof stair, stair B&C, vestibules and constructing new CMU knee walls and installing new storefront window and door systems at each stair tower. Vestibules at Stair A & C were reconstructed in previous phases and are not in scope. B&C vestibules to be reconstructed to match existing, new Stair A & D vestibules. Contractor shall dowel new rebar into slab, construct new CMU knee wall, provide new façade coatings over new wall, install new storefront systems as shown in repair documents and as per manufacturer's instructions, provide all necessary flashings, minor patching of floor slabs at locations of existing wall removal as needed, touchup of waterproofing membranes at the floors slabs and new turnups onto the new CMU walls and under door thresholds. This work also includes providing a new closure strip flashing between window frame and wall opening at open gap in stair tower B, location to be identified by the owner's representative. Contractor to submit shop drawings for review and approval by the Owner's Representative. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans, elevations and details on sheets A-101 & A102, as per specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 65,000.00

Alternate #3 – New CMU wall at Connecting Corridor – NE Corner Roof Level:

Work item includes removal of existing metal stud and construction of new CMU wall on the west side of the connecting corridor façade. Contractor to remove and dispose existing ~2.5' tall metal stud & metal panel wall and existing counter-flashings, provide new dowels into concrete slab, set new CMU block and grout cavities, provide new counterflashing and tuck under existing gravel stop taking care not to damage existing gravel stop, coat face of new CMU wall with waterproofing coatings, detail new traffic bearing membrane at base of wall including new turnups, coat surrounding concrete walls and columns as shown in the detail, and relocate existing chain link fence post as indicated. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans, elevations and details on sheets SK-1, as per specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 25,000.00

Project Duration

CONSTRUCTION TIME

The undersigned agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed", and proposes to complete all work within:

Proposed Start Date: MAY 30, 2021

Note: Paper work, submittals, shop drawings, etc. to be delivered prior to this date

Total Working Days: 150

GENERAL REQUIREMENTS

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Architect/Engineer and Owner's Representative, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Architect/Engineer and Owner's Representative not less than 7 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Architect/Engineer and Owner's Representative as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Architect/Engineer and Owner's Representative assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or that unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed the bidder to inspect all work sites and, unless express written request has been made, the Architect/Engineer and Owner's Representative will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased. Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Architect/Engineer and Owner's Representative. Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Architect/Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

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.

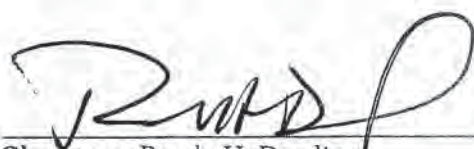
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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 Randy H. Dowling

President
Title

Patterson-Stevens, Inc.
Company Name

March 31, 2021
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

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

On this 31st day of March, 20021, before me personally appeared Randy H. Dowling to me known, who, being by me sworn, did say that he resides at (give address) 6733 Gregory Lane, N. Tonawanda, NY 14120; that he is the (give title) President of the (name of corporation) Patterson-Stevens, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2021

Kathryn D. Bush
Notary Public, State of New York
Qualified in Erie County
Commission Expires November 4, 2021

If Partnership:

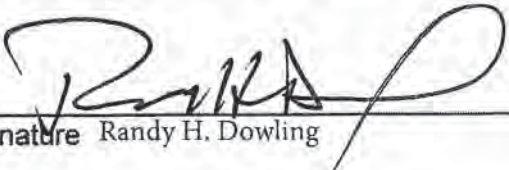
STATE OF _____)
COUNTY OF _____) SS.:

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 "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 Randy H. Dowling

 President
 Title

March 31, 2021
 Date

Patterson-Stevens, Inc.
 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: Patterson-Stevens, Inc.

Address: 400 Sawyer Avenue
Tonawanda, NY 14150

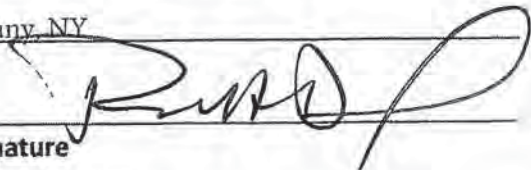
Phone Number(s): (716) 873-5300

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):

Structural repairs and waterproofing of the lower level floor slabs and facade of the parking garage.

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

Times Union Center Parking Garage, 100 Beaver Street, Albany, NY



Signature

Randy H. Dowling

Printed Name

President

Title

March 31, 2021

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? _____ 50 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. See "Completed Parking Garages" list attached. _____

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.

See "Projects Under Contract" list attached.

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.

To Be Determined

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: Tim Toole, Lawley Services, Inc., 361 Delaware Avenue, Buffalo, New York 14202, (716) 849-1523

Bank: William T. Witzleben, Manufacturers & Traders Trust Co., 12th Floor, One Fountain Plaza
Buffalo, New York 14203-1495, (716) 839-8742

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

See Financial Statement attached.

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.

Patterson-Stevens, Inc.
Correct Name of Bidder

(a) The business is a: Corporation, organized & existing under the laws of New York State

(b) The address of principal place of business is: 400 Sawyer Avenue, Tonawanda, NY 14150

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

Randy H. Dowling, President

Todd Dowling, Vice President

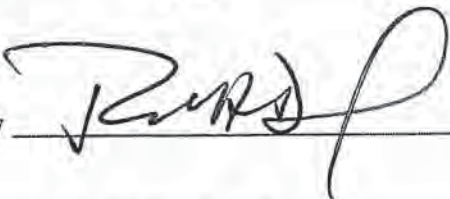
Kevin E. Burke, Secretary

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.

Patterson-Stevens, Inc.
Firm

Dated: March 31, 2021

By 

Randy H. Dowling, President
(Typed)



PATTERSON - STEVENS, INC.

400 SAWYER AVENUE PO BOX 117 TONAWANDA, NY 14151-0117
 (716) 873-5300
 FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
 AQUATIC FACILITIES
 RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Syracuse MOB, LLC Central New York Medical Center Parking Garage Phase 2 Medical Center: 739 Irving Avenue Syracuse, NY 13210 Garage: 808 South Crouse Avenue Syracuse, NY 13210	Steel Repairs in Stairwells, Painting, Concrete Repairs, Joint Sealant, Concrete Sealer	Bryan Hanko Lillibridge Facilities Development, Inc. 2745 North Dallas Parkway, Suite 570 Plano, TX 75093 (972) 381-4359 bryan.hanko@lillibridge.com S.S.E. and Associates, P.C. 138 West Clinton St. Louis, MO 63122 314-965-2233 lillie@ssestructural.com	\$1,143,447.00	\$1,215,070.78	11/20	Prime
Hockey Western New York, LLC Key Bank Center Parking Ramp Rehabilitation 2020 One Seymour H. Knox III Plaza Buffalo, NY 14203	Barrier Cable, Traffic Membrane, Concrete Repairs	Stan Makowski, Jr. Hockey Western New York, LLC One Seymour H. Knox III Plaza Buffalo, NY 14203 (716) 855-4100 James Frick, P.E. DiDonato Associates 689 Main Street Buffalo, NY 14203 (716) 656-1900	\$20,455.00	\$22,244.81	09/20	Prime



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 AQUATIC FACILITIES
 RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Capital District Transportation Authority RRS Parking Garage Top Deck Repairs 525 East Street Rensselaer, NY 12144	Miscellaneous Concrete Repairs, Waterproofing, Lighting & Expansion Joint	Edward Murphy Project Manager Capital District Transportation Authority 110 Watervliet Avenue Albany, NY 12206 (518) 437-8362 edm@cdtagov.onmicrosoft.com Rich LaRose CHA 3 Winners Circle Albany, NY 12205 (518) 453-8208 rlarose@chacompanies.com	\$2,543,625.00	\$2,767,874.44	12/19	Prime
Roswell Park Cancer Institute Parking Garage Column Repairs Elm & Carlton Streets Buffalo, NY 14226	Concrete Repairs & Traffic Membrane	James Suffoletto LiRo Engineers, Inc. 690 Delaware Avenue Buffalo, NY 14209 (716) 882-5476 suffolettoj@lro.com	\$352,045.00	\$928,411.16	11/19	Prime



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COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
RP Oak Hill Building Company, Inc. MSBP 237, LLC 241 Main Street Parking Garage 241 Main Street Buffalo, NY 14203	Waterproofing, Caulking and Sealer, Foam Block	Mercedes Calway Project Manager RP Oak Hill Building Company, Inc. 3556 Lakeshore Road, Suite 620 Buffalo, NY 14219 (716) 822-4966 mcalway@rpoakhill.com Hamilton Houston Lownie Architects, LLC 172 Allen Street Buffalo, New York 14201 (716) 885-0743		\$126,242.00	12/18	Sub



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CONCRETE SPECIALTIES & RESTORATION
 AQUATIC FACILITIES
 RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
City of Rochester Rochester Water Bureau Garage Slab Repair - 2016 10 Felix Street Rochester, NY 14608	Concrete Repairs & Epoxy Coatings	City of Rochester City Hall Room 105A 30 Church Street Rochester, NY 14614 T.Y. Lin International 255 East Avenue Rochester, NY 14634 (585) 512-2000		\$112,308.00	12/16	Prime
Seneca Territory Gaming Corporation Seneca Allegeny Resort & Casino Parking Garage Seneca Allegeny Resort & Casino 777 Seneca Allegany Boulevard Salamanca, NY 14779	Concrete Repairs & Waterproofing	John Czepinski Seneca Allegeny Resort & Casino 310 Fourth Street Niagara Falls, NY 14303 (716) 501-2162 jczepinski@senecacasinos.com Desman, Inc. dba Desman Associates 50 Public Square, Suite 626 Cleveland, OH 44113 (216) 736-7110		\$299,597.96	11/16	Prime
PR Exton Square Property, LP Repair & Preventative Maintenance of the Exton Square Mall Parking Garages Exton Square Mall 260 Exton Square Parkway Exton, PA 19341	Concrete Repairs & Waterproofing	Ed DeTullio, P.E. Desman Associates 50 Public Square Suite 626 Cleveland, OH 44113 (216) 736-7110		\$263,808.00	11/16	Prime



CONCRETE SPECIALTIES & RESTORATION
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COMPLETED PARKING GARAGES Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Corning Intown District Management Association (CIDMA) dba Corning's Gaffer District Centerway Parking Facility 2 West Tioga Avenue Corning, NY 14830	Painting, Caulking, Expansion Joint Repair, Sealing Concrete & Striping	Sandie Wilson Director of Administration & Operations Corning's Gaffer District 114 Pine Street, Suite 202 Corning, NY 14830 (607) 937-6292 sandie@gafferdistrict.com Matthew Williamson Larson Design Group 1000 Commerce Park, Second Floor, Suite 201 Williamsport, PA 17701 (570) 651-1561 mwilliamson@larsondesigngroup.com		\$278,586.00	08/16	Prime
Town of Huntington Huntington Railroad Station South Parking Garage Waterproofing LIRR Huntington Station on Fairground Avenue Huntington Station, NY	Waterproofing	Dean Leonard, P.E., Project Manager Town of Huntington 100 Main Street Huntington, NY 11743-6991 (631) 351-3202 dleonard@huntingtonny.gov Town of Huntington Department of Engineering Services 100 Main Street Huntington, NY 11743-6991 (631) 351-3177		\$1,503,229.75	05/16	Prime



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CONCRETE SPECIALTIES & RESTORATION
 AQUATIC FACILITIES
 RAILROAD CONSTRUCTION

PROJECTS UNDER CONTRACT

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Final Contract Amount (Including Tax)	Percent Complete	Prime/Sub
Depew Union Free School District Capital Outlay 2020/2021 Junior/Senior High School 5201 South Transit Road Depew, NY 14043	Starting Block, Pace Clock	Kailey McDermott Young + Wright Architectural 50 Elk Street, Suite 200 Buffalo, NY 14210 (716) 842-1800 kaileym@youngandwright.com	\$64,670.00	0.00%	Prime
Canalside Buffalo 44 Prime Street Buffalo, NY 14202	Expansion Joint Repairs	Lauren Ford Canalside Buffalo 44 Prime Street Buffalo, NY 14202 (716) 440-0120 lauren@canalsidebuffalo.com	\$19,058.44	0.00%	Prime
Keeler Construction Co., Inc. New York State Department of Transportation D264309 Route 237 Maintenance Paving Village of Holley, Orleans County, NY	Install Shotcrete	Jeff Ignaszak Keeler Construction Co., Inc. 13519 West Lee Road Albion, NY 14411 (585) 589-4481	\$22,572.00	0.00%	Sub
Town of Bethlehem Elm Avenue Park Dive Pool Construction 261 Elm Avenue Delmar, NY 12054	New Dive Pool Shell	Matt Cathone CHA 111 Winners Circle Albany, NY 12205 (518) 453-4500 Town of Bethlehem Town Hall 445 Delaware Avenue Delmar, NY 12054 (518) 439-4955	\$822,000.00	73.06%	Prime



CONCRETE SPECIALTIES & RESTORATION
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400 SAWYER AVENUE

PO BOX 117

TONAWANDA, NY 14151-0117
 (716) 873-5300
 FAX (716) 873-4094

PROJECTS UNDER CONTRACT

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Final Contract Amount (Including Tax)	Percent Complete	Prime/Sub
Niagara Frontier Transportation Authority LRRT - Fastener and Pad Replacement - Phase 10 University Station 3383 Main Street Buffalo, NY 14214	Remove & Replace Fastener & Pads	John Diebold, PE, SE, MASCE Niagara Frontier Transportation Authority 181 Ellicott Street Buffalo, NY 14203 (716) 855-7329 john_diebold@nfta.com Mott MacDonald 438 Main Street, Suite 300 Buffalo, NY 14202 (716) 854-1181	\$1,964,888.00	80.79%	Prime
NYS Office of General Services Rehabilitate Plaza Deck & East Park Area Project No. 45692-C Utica State Office Building 207 Genesee Street Utica, NY 13501	Concrete, Precast, Waterproofing, Insulation, Landscaping, Concrete Spalls, Joint Sealant, Decorative Steel Panels, Crack Injection	Brendan Ford NYS Office of General Services 35th Floor Corning Tower, Empire State Plaza Albany, NY 12242 (315) 736-5770 brendan.ford@ogs.ny.gov Bell & Spina, Architects-Planners, P.C. 215 Wyoming Street, # 201 Syracuse, NY 13204 (315) 488-0377	\$2,674,262.00	91.34%	Prime

PATTERSON - STEVENS, INC.

**Financial Statements as of
March 31, 2020 and 2019
Together with
Independent Accountant's Review Report**

Bonadio & Co., LLP
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

July 28, 2020

To the Board of Directors of
 Patterson - Stevens, Inc.:

We have reviewed the accompanying financial statements of Patterson - Stevens, Inc., (a New York Corporation), which comprise the balance sheets as of March 31, 2020 and 2019, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules 1 through 6 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, do not express an opinion on such information.

Bonadio & Co., LLP

100 Corporate Parkway
 Suite 200
 Amherst, New York 14226
 p (716) 250-6600
 f (716) 250-6605

www.bonadio.com

PATTERSON - STEVENS, INC.**BALANCE SHEETS****MARCH 31, 2020 AND 2019**

(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 735,838	\$ 164,716
Contracts receivable, net	1,723,660	1,458,050
Retainage receivable	217,072	492,039
Inventory	166,735	169,368
Costs and estimated earnings in excess of billings on contracts in progress	292,169	622,287
Refundable income taxes	-	145,904
Prepaid expenses	<u>33,161</u>	<u>7,500</u>
Total current assets	3,168,635	3,059,864
PROPERTY, EQUIPMENT, AND VEHICLES, net	209,401	303,533
OPERATING LEASE RIGHT-OF-USE ASSETS, net	<u>699,364</u>	<u>72,412</u>
	<u>\$ 4,077,400</u>	<u>\$ 3,435,809</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 9,982	\$ 20,422
Current portion of finance lease obligations	45,083	54,536
Current portion of operating lease obligations	159,200	28,016
Accounts payable	568,108	468,625
Accrued expenses	82,131	35,342
Accrued income taxes	23,836	-
Billings in excess of costs and estimated earnings on contracts in progress	<u>267,237</u>	<u>377,958</u>
Total current liabilities	1,155,577	984,899
DEFERRED INCOME TAXES	253,000	379,000
LONG-TERM DEBT, net of current portion	11,332	21,314
FINANCE LEASE OBLIGATIONS, net of current portion	-	45,080
OPERATING LEASE OBLIGATIONS, net of current portion	<u>540,164</u>	<u>44,396</u>
Total liabilities	<u>1,960,073</u>	<u>1,474,689</u>
STOCKHOLDER'S EQUITY:		
Common stock, no par value; 200 shares authorized, 180 shares issued and 81 shares outstanding	24,000	24,000
Additional paid-in capital	638,341	638,341
Retained earnings	2,166,676	2,010,469
Less: Treasury stock; 99 shares, at cost	<u>(711,690)</u>	<u>(711,690)</u>
Total stockholder's equity	<u>2,117,327</u>	<u>1,961,120</u>
	<u>\$ 4,077,400</u>	<u>\$ 3,435,809</u>

The accompanying notes are an integral part of these statements.

PATTERSON - STEVENS, INC.

**STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED MARCH 31, 2020 AND 2019**

(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
CONTRACT REVENUE EARNED	\$ 8,045,946	\$ 10,051,536
COST OF REVENUE EARNED	<u>(5,368,364)</u>	<u>(6,641,806)</u>
Gross profit	2,677,582	3,409,730
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	<u>(2,435,008)</u>	<u>(3,073,419)</u>
Income from operations	<u>242,574</u>	<u>336,311</u>
OTHER INCOME (EXPENSE):		
Gain on disposition of vehicles	-	6,345
Miscellaneous income	-	13,255
Interest expense	<u>(41,367)</u>	<u>(25,580)</u>
Total other income (expense), net	<u>(41,367)</u>	<u>(5,980)</u>
Income before provision for income taxes	201,207	330,331
PROVISION FOR INCOME TAXES	<u>(45,000)</u>	<u>(87,400)</u>
NET INCOME	156,207	242,931
RETAINED EARNINGS - beginning of year	<u>2,010,469</u>	<u>1,767,538</u>
RETAINED EARNINGS - end of year	<u>\$ 2,166,676</u>	<u>\$ 2,010,469</u>

The accompanying notes are an integral part of these statements.

PATTERSON - STEVENS, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MARCH 31, 2020 AND 2019**

(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	\$ 156,207	\$ 242,931
Adjustments to reconcile net income to net cash flow from operating activities:		
Depreciation and amortization	108,872	134,494
Deferred income taxes	(126,000)	81,000
Gain on disposition of vehicles	-	(6,345)
Bad debts	30,000	30,000
Changes in:		
Contracts receivable, net	(265,610)	(743,204)
Retainage receivable	244,967	(3,946)
Inventory	2,633	11,147
Costs and estimated earnings in excess of billings on contracts in progress	330,118	(121,193)
Refundable income taxes	145,904	500
Prepaid expenses	(25,661)	83,719
Accounts payable	99,483	124,324
Accrued expenses	46,789	(8,027)
Accrued income taxes	23,836	-
Billings in excess of costs and estimated earnings on contracts in progress	<u>(110,721)</u>	<u>(26,960)</u>
Net cash flow from operating activities	<u>660,817</u>	<u>(201,560)</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from disposition of vehicles	-	15,730
Capital expenditures	<u>(26,813)</u>	<u>-</u>
Net cash flow from investing activities	<u>(26,813)</u>	<u>15,730</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Repayments on long-term debt	(20,422)	(47,153)
Repayments of finance lease obligations	<u>(42,460)</u>	<u>(67,563)</u>
Net cash flow from financing activities	<u>(62,882)</u>	<u>(114,716)</u>
CHANGE IN CASH	571,122	(300,546)
CASH - beginning of year	<u>164,716</u>	<u>465,262</u>
CASH - end of year	<u>\$ 735,838</u>	<u>\$ 164,716</u>

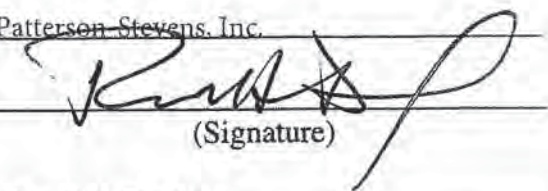
The accompanying notes are an integral part of these statements.

**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: Patterson-Stevens, Inc.

By: 
(Signature)

Randy H. Dowling
(Typed)

Title: President

Date: March 31, 2021

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Patterson-Stevens, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 16-0978209 b) DUNS # 05-359-0212	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.pattersonstevens.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 400 Sawyer Avenue, Tonawanda, NY 14150		7. TELEPHONE NUMBER (716) 873-5300	8. FAX NUMBER (716) 873-4094
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 Randy H. Dowling Title President Telephone Number (716) 873-5300 Fax Number (716) 873-4094 e-mail rhdownling@pattersonstevens.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Randy H. Dowling	TITLE President	b) NAME Todd Dowling	TITLE Vice President
c) NAME Kevin E. Burke	TITLE Secretary	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.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>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:</p>	
a)	<ol style="list-style-type: none"> 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. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>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?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>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."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> 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> 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>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.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>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.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

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

! "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.

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1414844
Inspection Date(s): 07/12/2019 - 07/15/2019
Issuance Date: 08/01/2019



Citation and Notification of Penalty

Company Name: Patterson-Stevens, Inc.
Inspection Site: Michigan Avenue at Virginia Street, Buffalo, NY 14204

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1926.453(b)(2)(v): A safety harness with lanyard attached to the boom or basket was not worn by employee(s) working from an aerial lift:

a) **On or about 7/12/19, at the southeast corner of the parking ramp on Michigan Ave. at Virginia St., Buffalo, NY: One employee was pouring Corbel into an area on exterior of the ramp from inside of the elevated basket of a JLG Model E300AJ aerial lift. The employee was not wearing a body harness with an attached lanyard, and was not tethered to the boom or basket of the lift in any other way. The employee was exposed to potential fall of approx. 16 ft.**

NO ABATEMENT CERTIFICATION REQUIRED

Date By Which Violation Must be Abated:
Proposed Penalty:

Corrected During Inspection
\$3832.00

Clara V. Scime

for: **Michael T. Scime**
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # _____

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

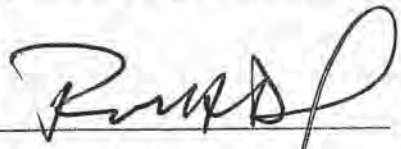
CERTIFICATION:

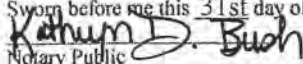
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the 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:

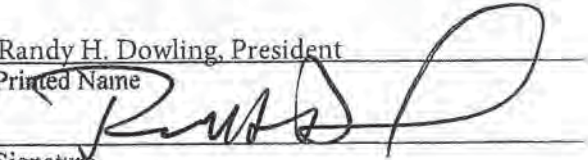
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, 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 Patterson-Stevens, Inc.
Address 400 Sawyer Avenue
City, State, Zip Tonawanda, NY 14150

Signature of Owner 
Printed Name of Signatory Randy H. Dowling
Title President

Sworn before me this 31st day of March, 2021;

Notary Public

KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2021

Randy H. Dowling, President
Printed Name

Signature
March 31, 2021
Date



Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision

Nature of Change: Recertification

State Use Only	
AT Sponsor No.	77906
ATP Code	11-038
Effective Date of AT Program	

- 1. Name of Sponsor: Cement Mason LU#111 JATC
- 2. Mailing Address: 111 Wales Ave Tonawanda New York 14150 Niagara
(number & street) (city) (state) (zip code) (county)
- 3. Actual Address: same as above
(number & street) (city) (state) (zip code) (county)
- 4. Telephone No.: (716) 695-1494 Ext. _____ Fax No.: (716) 695-6249
- 5. E-mail Address: cementmasonslocal111@gmail.com
- 6. Trade/Occupation: Cement Mason
- 7. No. Employees: 3 No. Apprentices: 4 No. Journeyworkers: 174 8. Ratio: 1:0:1:4
- 9. DOT Code: 844-364-010 10. Length of Program: 36 months
- 11. Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised
- 13. Minimum Journeyworker Rate: \$ 30.00 per hour 14. Effective Date of Wages: 7-1-2017

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 checked="" type="checkbox"/>	H <input 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"/>	H <input type="checkbox"/>
750	750	750	750	750	750				
\$13.65	\$14.65	\$17.65	\$19.65	\$21.65	\$23.65				

Received
Apprenticeship Unit
JUN 07 2017
BUFFALO

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature]
Signature of Official Sponsor Representative
James C. Logan - Trustee
Print Name and Title

18. 5/24/17 Date
[Signature] Signature of Union Representative
5-22-17 Date
John D. Tomasello - Apprentice Coordinator
Print Name, Title, and Union Name

19. [Signature] Signature New York State Department of Labor
6/15/17 Date

NYS Department of Labor
Apprentice Training

OCT 18 2017

Control 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.

NYS Department of Labor
 App. to REG-100

OCT 18 2017

OCT 18 2017

Cement Masons Local #111
OPCMIA
165 Division Street
North Tonawanda, NY 14120
Phone 716-695-1494 Fax 716-695-6249
E-mail cementmasonslocal111@gmail.com



OFFICERS

Charles A. LoCurto
Business Manager/
Secretary/Treasurer
(716) 913-5664

John D. Tomasello
Business Agent
(716) 998-7889

Joseph Coniglio
President

Anthony Nasca
Vice-President

Mark Catalano
Recording Secretary

EXECUTIVE BOARD

Salvatore Nasca

Joseph Sardina

Fabian Rivera

James Gartz

Thomas Nowak

Dennis LoCurto

UNION TRUSTEES

James Gartz

David Sabuda

May 21, 2015

Attention: Randy Dowling
Patterson Stevens, Inc.
400 Sawyer Avenue
PO Box 117
Tonawanda, NY 14151-0117

Dear Mr. Dowling:

The purpose of this letter is to confirm that Patterson-Stevens, Inc. is a duly authorized as a signatory contractor to the Cement Masons' Local 111 union, and has accepted all the provisions of the contractor/union agreement of the Construction Industry Employers Association, Inc.

Patterson-Stevens, Inc. in signing the agreement is bound to abide by and enforce the same.

Inquiries regarding this agreement may be directed to Charles A. LoCurto, Business Manager, of Cement Masons' Local 111 at 716/695-1494.

Sincerely,

Charles A. LoCurto
Business Manager

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).
3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678
4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

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

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

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

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

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

ADMINISTRATION

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

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

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

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

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

• CONTRACTOR'S RESPONSIBILITIES

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

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

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

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

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

• COMPLIANCE

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

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

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

• **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

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

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

SANCTIONS

SC-19.5.1

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

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

STANDARDS

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

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

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

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

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

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

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

For assistance or additional information, contact
 County of Albany
 Division of Affirmative Action
 112 State Street, Room 670, Albany, NY 12207
 Phone: (518) 447-7010
 Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

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

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

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of PATTERSON-STEVENSON, INC. was formed by consolidation on 12/29/1970, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



WITNESS my hand and the official seal of the Department of State at the City of Albany, this 17th day of April two thousand and seventeen.

A handwritten signature in black ink, appearing to read "Brendan W. Fitzgerald", is written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

STATEMENT OF SURETY'S INTENT

To: Albany County, 112 State Street, Albany, NY 12207
(Owner)

We have reviewed the Bid of Patterson-Stevens, Inc.
(Contractor)

of 400 Sawyer Ave, Tonawanda, NY 14150
(Address)

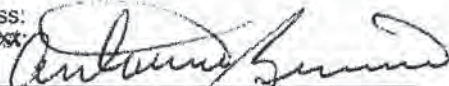
for
Albany County Times Union Center Parking Garage Remediation and Repairs Project - Phase 2, RFB #2021-010
(Project)

Bids for which will be received on April 1st 2021
(Bid Opening Date)

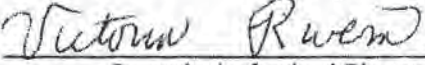
and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract at 100% of the Contract Amount and shall remain in effect until contractual obligations have been satisfied.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York

Witness:
~~XXXXXX~~

Antonio Rivera

Merchants Bonding Company (Mutual)


Surety's Authorized Signature (s)
Victoria Rivera, Attorney-in-Fact

Attach Power of Authority

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

(This form must be completed prior to the submission of the bid.)

ACKNOWLEDGEMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) ss
CITY OF BUFFALO)

On this 31st day of March in the year 2021, before me personally came Victoria Rivera, to me known, who, being by me duly sworn, did depose and say that he/she/they reside (s) Buffalo, NY, that he/she/they (is) (are) the Attorney- in -Fact _____ duly appointed of the Merchants Bonding Company (Mutual) the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.



NOTARY PUBLIC

ANTONIO RIVERA
NOTARY PUBLIC-STATE OF NEW YORK
Qualified in Erie County
My Commission Expires 03-11-2023

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa J Wolf; Christopher D Ross; Michael R Lawley; Phillip M Andolina; Timothy M Toole; Tracy Alessi; Vicki Beutel; Victoria Rivera; William J Lawley Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

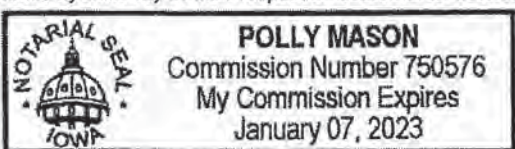
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of March, 2021.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2019</u>	
	Admitted Assets	
Cash and Invested Assets		
Bonds	\$	154,681,684
Common Stocks		54,401,817
Real Estate		12,637,095
Cash and Short-Term Investments		9,910,898
Other Invested Assets		501,670
Total Cash and Invested Assets		<u>232,133,164</u>
Investment Income Due and Accrued		912,597
Premiums in the Course of Collection		10,341,697
Reinsurance Recoverable from Reinsurers		1,107,473
Current Federal Income Taxes Recoverable		517,613
Net Deferred Tax Asset		1,170,846
Receivable from Affiliate		10,871,999
Other Assets		8,264,075
Total Admitted Assets	\$	<u><u>265,319,464</u></u>
	Liabilities & Surplus	
Liabilities		
Losses	\$	10,040,126
Reinsurance Payable on Paid Losses and LAE		3,695,423
Loss Adjustment Expenses		12,919,997
Commissions Payable		2,053,755
Other Expenses		4,271,104
Taxes, Licenses, and Fees		450,811
Unearned Premiums		52,652,223
Dividends Declared to Policyholders		4,398,405
Reinsurance Payable to Reinsurers		2,176,120
Amounts Withheld for Others		9,970,570
Total Liabilities		<u>102,628,634</u>
Surplus		<u>162,690,830</u>
Total Liabilities and Policyholders' Surplus	\$	<u><u>265,319,464</u></u>

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2019, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

RFB#2021-010		Times Union Center Parking Garage: Phase II Remediation and Repairs Project			
Bid Security		Patterson Stevens Bond	Lupini Construction Bond	Structural Preservation Bond	DeBrino Caulking Bond
Total Lump Sum Base Bid items 1-18		\$ 924,250.00	\$ 1,107,097.27	\$ 1,251,360.00	\$ 1,572,725.00
10% Project Contingency Allowance		\$ 92,425.00	\$ 110,709.73	\$ 125,136.00	\$ 157,272.50
Field Engineering and Construction Administration Allowance		\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00
Total Base Bid		\$ 1,196,675.00	\$ 1,397,806.99	\$ 1,556,496.00	\$ 1,909,997.50
Alternate#1: (Level 5 Waterproofing)		\$ 192,000.00	\$ 153,391.00	\$ 257,050.00	\$ 330,000.00
Alternate#2: New Knee Walls and Storefronts at Roof Stair Vestibules)		\$ 65,000.00	\$ 51,457.71	\$ 57,250.00	\$ 62,000.00
Alternate#3: New CMU Wall at connecting Corridor Roof Level)		\$ 25,000.00	\$ 7,396.00	\$ 13,000.00	\$ 25,000.00
Total Bid w/ Alternates		\$ 1,478,675.00	\$ 1,610,051.70	\$ 1,883,796.00	\$ 2,326,997.50

RESOLUTION NO. 148

SUPPLEMENTAL BOND RESOLUTION AMENDING CERTAIN TERMS OF BOND RESOLUTION NO. 569 OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE TIMES UNION CENTER AND TIMES UNION CENTER PARKING GARAGE

Introduced: 4/8/19

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

WHEREAS, on December 3, 2018, the County Legislature of the County of Albany, New York adopted Bond Resolution No. 569 of 2018 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE TIMES UNION CENTER AND TIMES UNION CENTER PARKING GARAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,272,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,272,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

(the "Bond Resolution"); and

WHEREAS, on the date the County Legislature adopted the Bond Resolution the maximum estimated cost of the undertaking of the project described in Section 1 of the Bond Resolution (the "Project") was estimated to equal an amount not to exceed \$3,272,000; and

WHEREAS, since the date of the Bond Resolution, the County Legislature has received additional information and revised cost estimates which indicate that the maximum estimated cost of the Project will be equal to an amount not to exceed \$6,772,000; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among other things, that any bond resolution adopted by the finance board of a municipality contain a statement of the maximum estimated cost of the object or purpose for which obligations are being authorized and the maximum amount of the bonds authorized to be issued for such purpose; and

WHEREAS, the County Legislature desires to amend the Bond Resolution for the purpose of increasing the maximum estimated cost of the Project, and, in particular,

Section 1 of the Bond Resolution, and the maximum principal amount of bonds authorized to be issued in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the County Legislature of the County of Albany, New York, as follows:

SECTION 1. The Bond Resolution is hereby amended as follows:

(A) Section 1 of the Bond Resolution is amended to read as follows:

The County of Albany, New York (the "County") is hereby authorized to undertake various capital projects at the Times Union Center (the "Center"), in the City of Albany, New York, consisting of renovation of the locker rooms, including replacement of existing equipment; upgrades and replacement of the Quad stairs and Atrium door; and replacement of flooring in the main arena and kitchen, 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 2019 Capital Plan in the County's 2019-2023 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,100,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,100,000 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 \$1,100,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,100,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(35) of the New York Local Finance Law (the "Law"), is five (5) years.

(B) A new Section 4 of the Bond Resolution will be inserted to read as follows:

The County is hereby authorized to undertake various capital projects at the Center garage, consisting of the reconstruction and renovation of the steel and concrete support structures, upgrades to the elevators, and stair replacement, 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

estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$4,375,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,375,000 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 \$4,375,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$4,375,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

(C) The original Section 4 of the Bond Resolution will be renumbered to Section 5 and is hereby amended to read as follows:

Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$6,772,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

(D) The original Section 5 through Section 9 of the Bond Resolution will be renumbered to Section 6 through Section 10.

(E) The original Section 10 of the Bond Resolution will be renumbered to Section 11 and is hereby amended to read as follows:

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. 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 Sections 1, 2, 3, and 4 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

(F) The original Section 11 of the Bond Resolution will be renumbered to Section 12 and is hereby amended to read as follows:

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.

(G) The original Section 12 through Section 13 of the Bond Resolution will be renumbered to Section 13 through Section 14.

SECTION 2. The County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the Project as follows: the County determined that the Project is a Type II action under SEQRA pursuant to the Bond Resolution as stated in the amended and renumbered Section 11 referenced above and this amendment to the Bond Resolution does not affect that SEQRA determination.

SECTION 3. The Bond Resolution adopted by the County Legislature on December 3, 2018, as amended by this Supplemental Bond Resolution, shall otherwise remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

- (1) (a) such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this 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

- (2) said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 5. This resolution shall take effect immediately.



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

March 10, 2021

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 CR12 (Rapp Rd.) \approx 2.4 miles in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) \approx 1.7 miles in the Town of Knox and CR303 (Pinnacle Rd.) \approx 3.4 miles in the Towns of Berne and New Scotland.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7.5 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 deteriorated to the point where they require full depth replacement.

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%).

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2371, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Gorman Brothers, Inc. for Cold Recycling Projects

Date:	March 11, 2021
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.: Resolution 470
Date of Adoption: 12/7/2020

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: HHT75197

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) 6/1/2021-10/31/2021

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)

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR12 (Rapp Rd.) ≈ 2.4 miles in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) ≈ 1.7 miles in the Town of Knox and CR303 (Pinnacle Rd.) ≈ 3.4 miles in the Towns of Berne and New Scotland.

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**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

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) (Statewide) Classification Code(s): 30
Award Number	: 23188 (Replaces Award 23101)
Contract Period	: April 1, 2020 to March 31, 2022
Bid Opening Date	: December 10, 2019
Date of Issue	: April 1, 2020
Specification Reference	: SPEC – 940 date of issue October 30, 2019
Contractor Information	: Appears on Page 5-15 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christine Dettmer Title : Contract Management Specialist Phone : 518-473-9122 E-mail : christine.dettmer@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 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.

This award has a total of 0% participation goals for MWBE and SDVOB.

PR # 23188

(continued)

23188a.docx

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ATTACHMENTS

- Lot 1 - Asphalt Emulsions Price Pages and Quick Quote
- Lot 2 - Chip Seal Price Pages and Quick Quote
- Lot 3 - Cold Recycling Price Pages and Quick Quote
- Lot 4 - Heater Scarification Price Pages and Quick Quote
- Lot 5 - Microsurfacing and/or Quick Set Slurry Seal Price Pages and Quick Quote
- Lot 6 - Paver Placed Surface Treatment (Conventional and Modified) Price Pages and Quick Quote
- Lot 7 - Joint & Crack Filler/Sealer and Mastic Repair Material Price Pages and Quick Quote

Note: All these documents can be found at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523188Can.htm>

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69063	GORMAN BROS., INC. 200 Church Street Albany, NY 12202	Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Kimberly A. Wilson E-mail: kwilson@gormanroads.com Web Site: www.gormanroads.com	14-0704840 1000013676
	Business hours: 8:30am – 4:30pm (M-F)		
		<u>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</u>	
		Phone #: 518-378-1112 Contact: Kimberly A. Wilson E-mail: kwilson@gormanroads.com	

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69064	HIGHWAY REHABILITATION CORP. 2258 Route 22 Brewster, NY 10509	Phone #: 845-278-9645 Contact: Christine Magee E-mail: chris@highwayrehab.com Web Site: www.highwayrehab.com	22-2355196 1000057419
SB			
	Business hours: 8:30am – 5:30pm (M-F)		
		<u>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</u>	
		Phone #: 845-721-6008 Contact: Terence Lucey E-mail: terry@highwayrehab.com	

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 16 / 2021

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 12 Quick Quote # 12

Project Location: Town Rensselaerville

Square Yards to Be Recycled = 33,225.000 SqY

Depth of Recycling: 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling: _____

Shoulder Milling Disposal by: _____

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 = 54,820.000 Gallons

or

Total Gallons of PG Binder = _____ Gallons

Total Gallons Fog Seal = _____ Gallons

Total Tons Aggregate = 365.000 Tons

Portland Cement Required Yes 80.000 Tons of Cement

Additional Items (enter a check mark if item is required):

- Work Zone Traffic Control by Contractor Number of Pilot Vehicles 1
- Rumble Strips Required Linear Feet of Rumble Strips _____
- Additional Flaggers Required Number of Additional Flaggers 1
- OCP Insurance Required

Anticipated Project Start Date: June 1, 2021

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 18, 2021

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: <u>County Route 12</u>	Quick Quote # <u>12</u>
Contractor & PC #: <u>PC69063 - Gorman Bros., Inc.</u>	
Plant Location: <u>6 Freeman's Bridge Road, Scotia, NY 12302</u>	Plant #: <u>L0104</u>
Estimated Haul Distance: <u>30.00</u> Miles	Telephone: <u>518-843-2640</u>
Estimated Number of Days <u>2</u> or Hours _____ to Complete the Project	
Type of Recycling: <u>In Place</u> Recycling Price = <u>\$3.500</u> per Square Yard Total Square Yards = <u>33,225.000</u> SqY A. Recycling Total Cost = \$116,287.500	
The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractor 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 = \$2.230 per Gallon <i>Material Price Adjustment Calculation for the Month of: February / 2021</i> C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000 D. Emulsion Price with Price Adjustment (B + C) = \$2.230 per Gallon E. Total Gallons of Emulsion = 54,820.000 Gallons F. Emulsion Total Cost (D x E) = \$122,248.600	
G. Liquid Bituminous Material (Fog Seal) Price = _____ per Gallon <i>Material Price Adjustment Calculation for the Month of: February / 2021</i> 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 = \$0.070 per Gallon M. Total Gallons of Emulsion = 54,820.000 Gallons N. Heat/Haul/Apply Total Cost (L x M) = \$3,837.400	

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

<i>Q.</i>	Aggregate Price =	\$35.000	per Ton
<i>P.</i>	Total Tons of Aggregate =	365.000	Tons
<i>Q.</i>	Aggregate Total Cost (O X P) =	\$12,775.000	
<i>R.</i>	Portland Cement Price =	\$300.000	per Ton
<i>S.</i>	Total Tons of Cement =	80.000	Tons
<i>T.</i>	Portland Cement Total Cost (R x S) =	\$24,000.000	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	33,225.000	SqY
<i>U.</i>	Work Zone Traffic Control Total Cost =	\$16,612.500	
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
<i>V.</i>	Surcharge - Small/Recycled in Short Segments Proj. Total Cost =	\$0.000	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name:	County Route 12	Quick Quote #	12
	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	1	Number of Days = 2
<i>W.</i>	Additional Flagger(s) Total Cost =	\$1,600.000	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
<i>X.</i>	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.100	per Square Yard
	Total Square Yards =	33,225.000	SqY
<i>F.</i>	Mobilization to Project Location Total Cost =	\$3,322.500	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
<i>Z.</i>	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
<i>AI</i>	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
<i>B1</i>	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Project's Total Cost including all the Price Adjustments for: February / 2021

Project's Total Cost including Price Adjustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =	\$302,683.500
--	---------------

Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Kimberly A. Wilson

Date 2/16/21

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.
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Gorman Bros.,
Port of Albany, Albany, NY 12202

	Route:		CR12		County:		Albany		Town:		N/A			
	Start:	CR 10	2	3	4	5	6	7	8	9		10	11	Mix:
CORE #:	1												12	AVERAGE
MILE POINT:	0						2.3							
Percent Passing														
SIEVE SIZE	100.0						100.0							100.0
1 1/2"	100.0						100.0							100.0
1"	97.9						97.1							97.5
3/4"	89.1						85.0							87.1
1/2"	61.3						51.2							56.3
1/4"	36.3						28.4							32.4
1/8"	16.4						13.5							15.0
# 20	11.0						9.6							10.3
# 40	5.8						5.7							5.8
# 80	3.7						3.6							3.7
# 200	5.70%						5.21							263.35%
% AC														#DIV/0!
SE														
Depth (in.)	4.5						4.0							
Recycle Depth:		4					Add Stone:	Yes					Cement:	Yes



Main: 518-462-5401
Fax: 518-462-1296

11/29/20

Emulsion %:		2
Sample ID	Stability	Flow
1	1382.9	15.6
2	2094.3	13.5
3	2124.7	12.6
Average	1867.3	13.9

Emulsion %:		2
Sample ID	Density	Sp. Gr.
1	134.0	2.147
2	134.6	2.157
3	133.4	2.137
Average	134.0	2.147

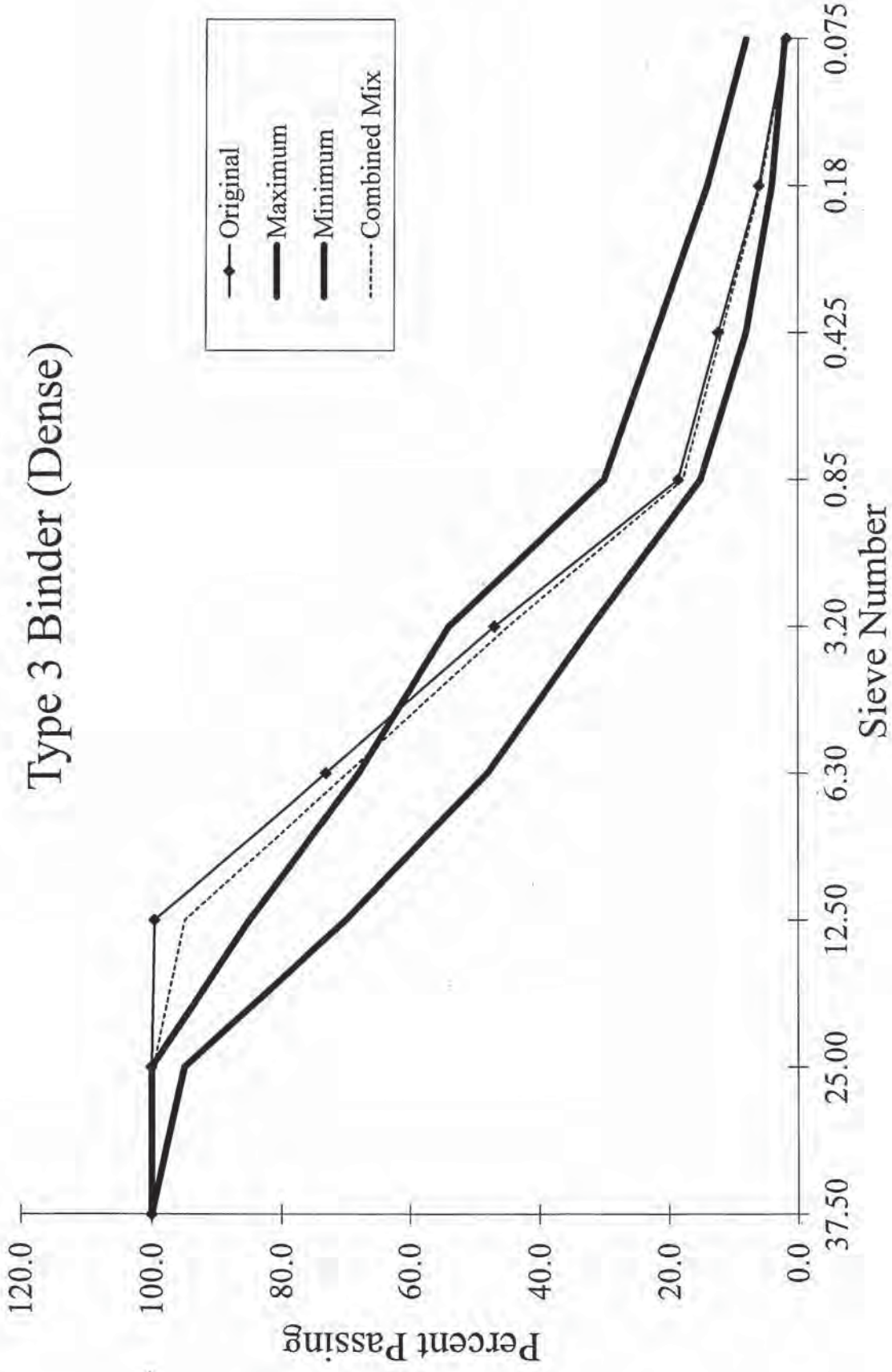
Emulsion %:		3
Sample ID	Stability	Flow
1	2145.0	14.2
2	2084.2	14.4
3	1972.6	16.0
Average	2067.3	14.9

Emulsion %:		3
Sample ID	Density	Sp. Gr.
1	132.9	2.130
2	133.9	2.146
3	134.3	2.151
Average	133.7	2.142

Comments
3% HFMS-2T with 5% add stone and 1% cement is the best treatment option.



Type 3 Binder (Dense)



**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 16 / 2021

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 256 Quick Quote # 256

Project Location: Town of Knox

Square Yards to Be Recycled = 23,500.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling : _____

Shoulder Milling Disposal by: _____

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 = 38,775.000 Gallons

or

Total Gallons of PG Binder = _____ Gallons

Total Gallons Fog Seal = _____ Gallons

Total Tons Aggregate = 260.000 Tons

Portland Cement Required Yes 55.000 Tons of Cement

Additional Items (enter a check mark if item is required):

- Work Zone Traffic Control by Contractor Number of Pilot Vehicles 1
- Rumble Strips Required Linear Feet of Rumble Strips _____
- Additional Flaggers Required Number of Additional Flaggers 1
- OCP Insurance Required

Anticipated Project Start Date: June 1, 2021

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 18, 2021

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: <u>County Route 256</u>	Quick Quote # <u>256</u>
Contractor & PC #: <u>PC69063 - Gorman Bros., Inc.</u>	
Plant Location: <u>6 Freeman's Bridge Road, Scotia, NY 12302</u>	Plant #: <u>L0104</u>
Estimated Haul Distance: <u>30.00</u> Miles	Telephone: <u>518-843-2640</u>
Estimated Number of Days <u>2</u> or Hours _____ to Complete the Project	
Type of Recycling:	In Place
Recycling Price = <u>\$3.500</u>	per Square Yard
Total Square Yards = <u>23,500.000</u>	SqY
A. Recycling Total Cost = \$82,250.000	
<p>The <u>Authorized User</u> may include gallon amounts for Emulsion and PG Binder, but the <u>Contractors</u> will choose only one of them (either Emulsion or PG Binder) for their quick quote response.</p> <p>* 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</p>	
B. Emulsion Price = \$2.230 per Gallon	
<i>Material Price Adjustment Calculation for the Month of: February / 2021</i>	
C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000	
D. Emulsion Price with Price Adjustment (B + C) = \$2.230 per Gallon	
E. Total Gallons of Emulsion = 38,775.000 Gallons	
F. Emulsion Total Cost (D x E) = \$86,468.250	
G. Liquid Bituminous Material (Fog Seal) Price = _____ per Gallon	
<i>Material Price Adjustment Calculation for the Month of: February / 2021</i>	
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 = \$0.070 per Gallon	
M. Total Gallons of Emulsion = 38,775.000 Gallons	
N. Heat/Haul/Apply Total Cost (L x M) = \$2,714.250	

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Q.	Aggregate Price =	\$35.000	per Ton
P.	Total Tons of Aggregate =	260.000	Tons
Q.	Aggregate Total Cost (O X P) =	\$9,100.000	
R.	Portland Cement Price =	\$300.000	per Ton
S.	Total Tons of Cement =	55.000	Tons
T.	Portland Cement Total Cost (R x S) =	\$16,500.000	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	23,500.000	SqY
U.	Work Zone Traffic Control Total Cost =	\$11,750.000	
	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 256	Quick Quote #	256
	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	1	Number of Days = 2
W.	Additional Flagger(s) Total Cost =	\$1,600.000	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
X.	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.100	per Square Yard
	Total Square Yards =	23,500.000	SqY
Y.	Mobilization to Project Location Total Cost =	\$2,350.000	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
Z.	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
AI	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
BI	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Project's Total Cost including all the Price Adjustments for: February / 2021

Project's Total Cost including Price Adjustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =	\$214,732.500
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Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Kimberly A. Wilson Date 2/16/21

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.

Gorman Bros.,
Port of Albany, Albany, NY 12202

Route:	CR 256 (Ketcham Rd)				County:				Albany			Town:		Knox	
	Start:	2	3	4	5	6	7	8	End:	NYS Rt. 157	Length:	9	10		Mix:
CORE #:	1													12	3049
MILE POINT:	1.0 (Cedar Ln.)														AVERAGE
SIEVE SIZE	Percent Passing														
1 1/2"	100.0														100.0
1"	100.0														100.0
3/4"	100.0														100.0
1/2"	97.9														97.9
1/4"	82.8														82.8
1/8"	56.4														56.4
# 20	24.0														24.0
# 40	14.6														14.6
# 80	6.3														6.3
# 200	3.0														3.0
% AC	6.68%														6.68%
SE															#DIV/0!
Depth (in.)	4.0														
Recycle Depth:		4			Add Stone:	Yes								Cement:	Yes



Main: 518-462-5401
Fax: 518-462-1296

2/16/2021

Emulsion %:		2
Sample ID	Stability	Flow
1	2660.5	11.6
2	2599.9	16.9
3	2559.6	18.0
Average	2606.7	15.5

Emulsion %:		2
Sample ID	Density	Sp. Gr.
1	128.4	2.058
2	129.0	2.068
3	129.0	2.068
Average	128.8	2.065

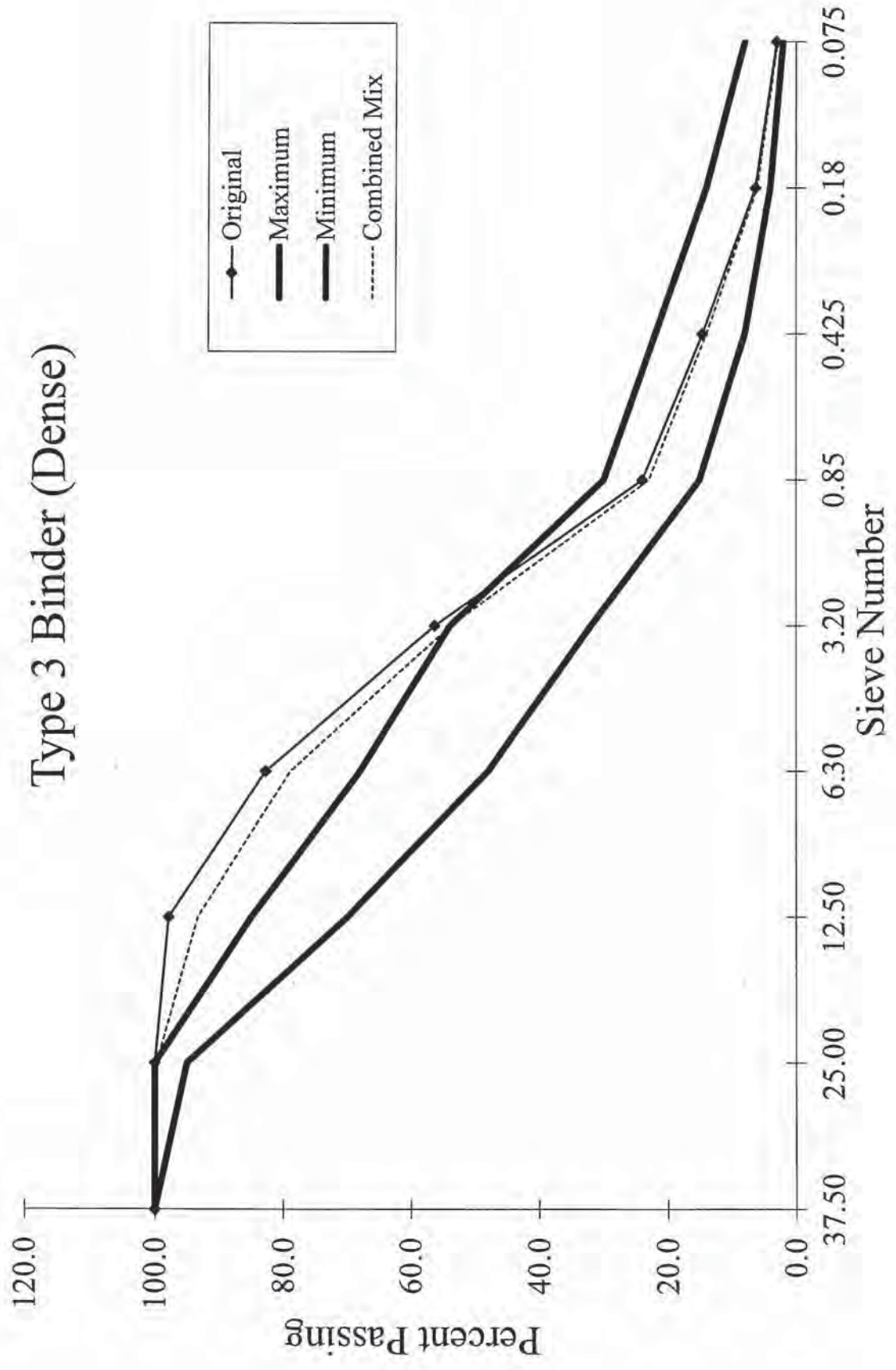
Emulsion %:		3
Sample ID	Stability	Flow
1	2509.1	17.5
2	2922.4	18.6
3	2397.9	17.5
Average	2609.8	17.9

Emulsion %:		3
Sample ID	Density	Sp. Gr.
1	128.1	2.053
2	129.5	2.076
3	128.4	2.058
Average	128.7	2.062

Comments
3% emulsion with 5% add stone and 1% cement has the best stability numbers.



Type 3 Binder (Dense)



**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 16 / 2021

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 303 Quick Quote # 303

Project Location: Town of Berne/ Town of New Scotland

Square Yards to Be Recycled = 41,870.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling : _____

Shoulder Milling Disposal by: _____

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 = 75,665.000 Gallons

or

Total Gallons of PG Binder = _____ Gallons

Total Gallons Fog Seal = _____ Gallons

Total Tons Aggregate = 1,385.000 Tons

Portland Cement Required Yes 106.000 Tons of Cement

Additional Items (enter a check mark if item is required):

- Work Zone Traffic Control by Contractor Number of Pilot Vehicles 1
- Rumble Strips Required Linear Feet of Rumble Strips _____
- Additional Flaggers Required Number of Additional Flaggers 1
- OCP Insurance Required

Anticipated Project Start Date: June 1, 2021

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 18, 2021

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: <u>County Route 303</u>	Quick Quote # <u>303</u>
Contractor & PC #: <u>PC69063 - Gorman Bros., Inc.</u>	
Plant Location: <u>6 Freeman's Bridge Road, Scotia, NY 12302</u>	Plant #: <u>L0104</u>
Estimated Haul Distance: <u>30.00</u> Miles	Telephone: <u>518-843-2640</u>
Estimated Number of Days <u>4</u> or Hours _____ to Complete the Project	
Type of Recycling: _____	In Place
Recycling Price = <u>\$3.500</u>	per Square Yard
Total Square Yards = <u>41,870.000</u>	SqY
A. Recycling Total Cost = \$146,545.000	
<p>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.</p> <p>* 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:</p> <p>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</p>	
B. Emulsion Price = \$2.230 per Gallon	
<i>Material Price Adjustment Calculation for the Month of:</i> February / 2021	
C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000	
D. Emulsion Price with Price Adjustment (B + C) = \$2.230 per Gallon	
E. Total Gallons of Emulsion = 75,665.000 Gallons	
F. Emulsion Total Cost (D x E) = \$168,732.950	
G. Liquid Bituminous Material (Fog Seal) Price = _____ per Gallon	
<i>Material Price Adjustment Calculation for the Month of:</i> February / 2021	
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 = \$0.100 per Gallon	
M. Total Gallons of Emulsion = 75,665.000 Gallons	
N. Heat/Haul/Apply Total Cost (L x M) = \$7,566.500	

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Q. Aggregate Price = \$35.000 per Ton
P. Total Tons of Aggregate = 1,385.000 Tons
Q. Aggregate Total Cost (O X P) = \$48,475,000

R. Portland Cement Price = \$300.000 per Ton
S. Total Tons of Cement = 106.000 Tons
T. Portland Cement Total Cost (R x S) = \$31,800,000

Work Zone Traffic Control Price = \$0.500 per SY
 Total Square Yards = 41,870.000 SqY
U. Work Zone Traffic Control Total Cost = \$20,935,000

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 303 Quick Quote # 303

Price Additional Flagger(s) = \$800.000 per Day
 Number of Additional Flagger(s) = 1 Number of Days = 4
W. Additional Flagger(s) Total Cost = \$3,200,000

Price Additional for Rumble Strips = per Linear Foot
 Number of Linear Feet = LF
X. Additional for Rumble Strips Total Cost = \$0.000

Price Mobilization to Project Location = \$0.070 per Square Yard
 Total Square Yards = 41,870.000 SqY
Y. Mobilization to Project Location Total Cost = \$2,930,900

Shoulder Milling (Contractor Disposal) = per SY
 Total Square Yards = SqY
Z. Shoulder Milling (Contractor Disposal) Total Cost = \$0.000

Shoulder Milling (State/User Disposal) = per SY
 Total Square Yards = SqY
AI Shoulder Milling (State Disposal) Total Cost = \$0.000

BI OCP Insurance = \$2,000,000

GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Project's Total Cost including all the Price Adjustments for: February / 2021

Project's Total Cost including Price Adjustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =	\$432,185.350
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Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Kimberly A. Wilson

Date 2/16/21

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.

Gorman Bros.,
Port of Albany, Albany, NY 12202

CORE #:	Route:		CR 303 (Pinnacle Rd)		County:		Albany		Town:		New Scotland /Berne 15,000' x 24	Mix:	#3055
	Start:	End:	Ste. Rte 443	End:	CR 311/CR 303	Length:	CR 311/CR 303	Length:	CR 311/CR 303	Length:			
	1	2	3	4	5	6	7	8	9	10	11	12	AVERAGE
MILE POINT:			1.5	2						1.7			
SIEVE SIZE	Percent Passing												
1 1/2"			100.0	100.0									100.0
1"			100.0	100.0									100.0
3/4"			100.0	98.5									98.4
1/2"			97.0	93.5									93.7
1/4"			74.3	69.5									71.0
1/8"			48.9	42.9									44.0
# 20			20.4	17.3									17.9
# 40			11.8	9.9									10.5
# 80			5.4	4.6									4.8
# 200			1.4	1.4									1.3
% AC			6.33%	5.62%									6.00%
SE													#DIV/0!
Depth (in.)			5.0	5.0									
Recycle Depth:	4"	Add Stone:	15%	Cement:	1%								



Main: 518-462-5401
Fax: 518-462-1296

2/16/2021

Emulsion %:		2
Sample ID	Stability	Flow
1	3304.1	14.4
2	3514.6	13.5
3	3053.1	14.2
Average	3290.6	14.0

Emulsion %:		2
Sample ID	Density	Sp. Gr.
1	129.2	2.071
2	130.6	2.093
3	129.5	2.076
Average	129.8	2.080

Emulsion %:		3
Sample ID	Stability	Flow
1	3305.6	16.0
2	3324.2	15.2
3	3452.4	18.5
Average	3360.7	16.6

Emulsion %:		3
Sample ID	Density	Sp. Gr.
1	130.4	2.090
2	131.2	2.102
3	132.4	2.121
Average	131.3	2.104

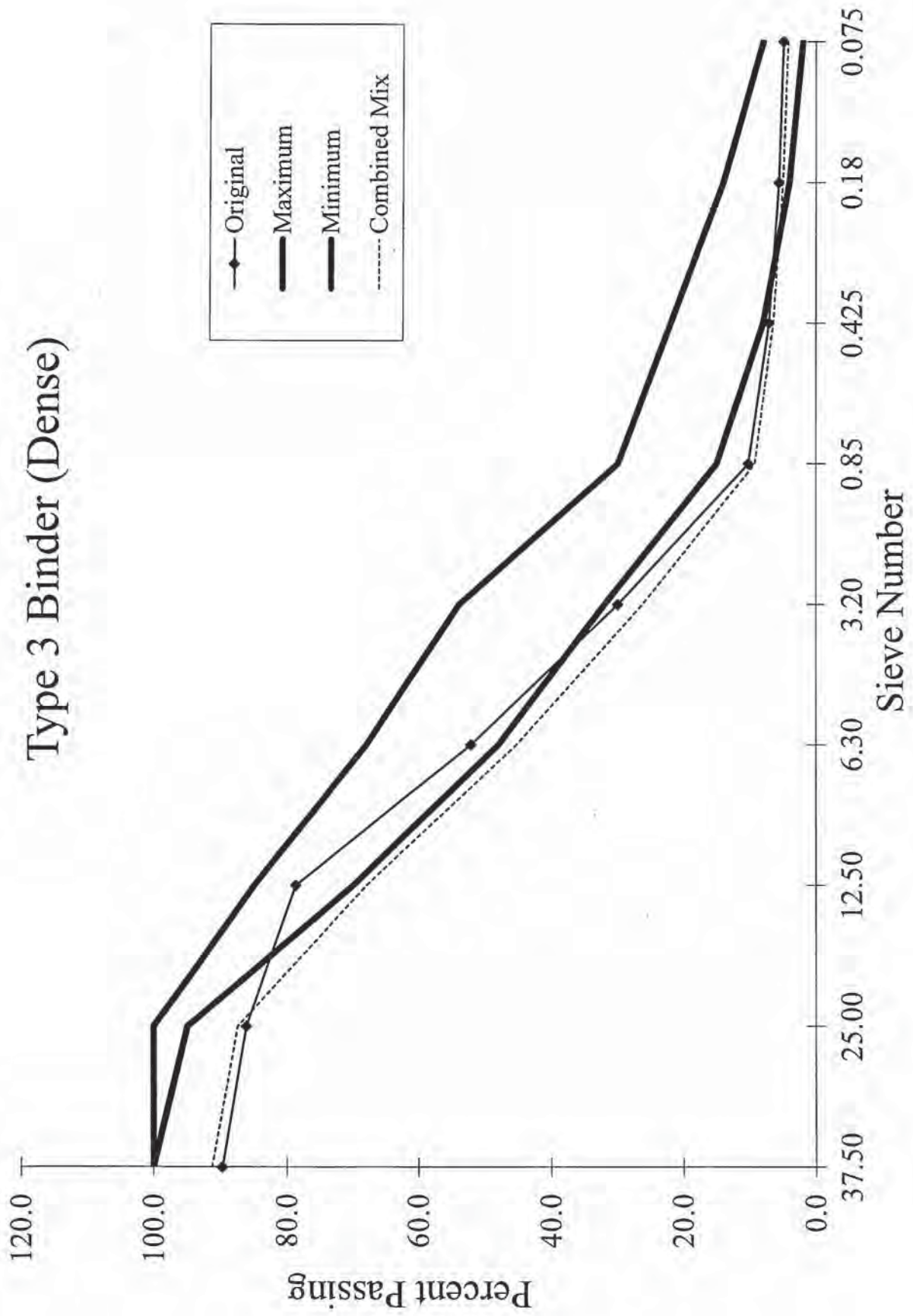
Comments
A 4" recycle with 3% emulsion should be used, in conjunction with 15% add stone and 1% cement for the best stability numbers.



Main: 518-462-5401
Fax: 518-462-1296

2/16/2021

Type 3 Binder (Dense)



RESOLUTION NO. 147

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

Introduced: 5/11/20
By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works (DPW) has requested authorization to enter into an agreement with Gorman Brothers, Inc. regarding Cold-In-Place Recycling projects on CR109 in the Towns of New Scotland and Coeymans, CR201 in the Towns of Guilderland and New Scotland, and CR255 in the Town of Knox in an amount not to exceed \$950,000 for a term commencing June 1, 2020 and ending October 31, 2020, and

WHEREAS, The Commissioner has indicated as part of Albany County's DPW Highway Maintenance Plan, the department plans to use Cold-In-Place Recycling for various roadways in Albany County as determined to be necessary, 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, regarding Cold-In-Place Recycling projects on CR109 in the Towns of New Scotland and Coeymans, CR201 in the Towns of Guilderland and New Scotland, and CR255 in the Town of Knox in an amount not to exceed \$950,000 for a term commencing June 1, 2020 and ending October 31, 2020, 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 - 5/11/20

RESOLUTION NO. 470

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,721,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,721,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

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. 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 \$4,160,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,160,000 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 \$4,160,000 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 \$4,160,000 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. 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 \$6,941,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$6,941,000 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 \$6,941,000 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 \$6,941,000 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. 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 \$1,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,270,000 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 \$1,270,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,270,000 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 greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the fuel leak remediation project at the Voorheesville Department of Public Works facility located 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. 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 \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 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 \$350,000 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 \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) 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

\$12,721,000 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) (1) Except as provided below, 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.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(3) Notwithstanding the foregoing, the design phase of the New Karner Road Corridor Improvements Project described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); 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) (1) Except as provided below, 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.

(2) Notwithstanding the foregoing, by separate resolution, the County has complied with the provisions of SEQRA with respect to the Helderberg-Hudson Rail Trail Bridge Project described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

(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) The project authorized by this resolution described in Section 4 will be conducted pursuant to a corrective action plan under a Stipulation Agreement with the Department of Environmental Conservation of the State of New York; and therefore, the project is exempt from SEQRA.

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, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Tunny, Ward, Mss. Whalen and Willingham - 38

Those opposed - 0

Resolution was adopted - 12/7/20



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

March 23, 2021

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 a contract with Tracey Road Equipment Inc. for the purchase of three (3) Hyundai HL940A Wheel Loaders. The Wheel Loaders will be purchased using Sourcewell Contract #032119-HCE. The total cost will be for an amount not to exceed \$398,023.80.

This equipment will be for our Berne, New Scotland and Rensselaerville Divisions. The Wheel Loaders are used during our snow removal season to load salt/sand and to push back snow on County and State Roads. This equipment is also used for the remainder of the year for loading materials and grading roadways.

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2403, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Purchase of Three (3) Wheel Loaders from Tracey Road Equipment, Inc.

Date: March 25, 2021
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):

Tracey Road Equipment, Inc.
6803 Manlius Center Rd.
East Syracuse, NY 13057

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$398,023.80
Scope of Services: Purchase of Three Wheel Loaders

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: HHT75197.22000E

Appropriation Amount: \$398,023.80

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) 6/1/21-11/30/21

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)

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Tracey Road Equipment Inc. for the purchase of three (3) Hyundai HL940A Wheel Loaders. The Wheel Loaders will be purchased using Sourcewell Contract #032119-HCE. The total cost will be for an amount not to exceed \$398,023.80.

This equipment will be for our Berne, New Scotland and Rensselaerville Divisions. The Wheel Loaders are used during our snow removal season to load salt/sand and to push back snow on County and State Roads. This equipment is also used for the remainder of the year for loading materials and grading roadways.



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 Ramundo
Commissioner

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: March 24, 2021

RE: Sourcewell Contract #032119-HCE

I am in receipt of your recommendation to purchase 3 Hyundai HL940A Wheel Loaders from the Sourcewell Contract #032119-HCE in the amount of \$398,023.80.

As Sourcewell is a national purchasing cooperative that we have used in the past, and the pricing is lower than New York State contract, I concur with your recommendation.

Please obtain the necessary contract approval from the County Legislature, so that we may issue a purchase order.



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

MEMO

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: March 19, 2021

**RE: Purchase of Three (3) Hyundai HL940A Wheel Loaders
Sourcewell Contract #032119-HCE**

Public Works would like to purchase three (3) Hyundai HL940A Wheel Loaders with an attachment from Tracey Road Equipment using the Sourcewell Contract #032119-HCE.

I have attached the supporting documents for your review.

If you have any questions, please feel free to contact my office.

LMR:ct



SALES ORDER

Date 3/25/21
 Purchaser Albany Co.
 Address 449 New Salem Rd.
 City Voorheesville State NY Zip Code 12186
 County Albany Co. Phone 518-655-7906
 Contact Name Scott Duncan Cust No. _____

6803 Manlius Center Rd., East Syracuse NY 13057

Tracey Road Equipment Facility Numbers:

- East Syracuse: 4340816 (315) 437-1471
- Kirkwood: 7079332 (607) 775-5010
- Watertown: 7083886 (315) 788-0200
- Albany: 7076202 (518) 438-1100
- Rochester: 7101647 (585) 334-5120
- Batavia: 7122000 (585) 343-2860
- Queensbury: 7122340 (518) 793-9688

THE PURCHASER OFFERS TO PURCHASE FROM THE DEALER/SELLER FOR THE STATED PRICE THE VEHICLE AND/OR EQUIPMENT AS DESCRIBED BELOW

PO #	TERMS OF SALE: Net 30	FOB Albany	STANDARD WARRANTY:	SALESMAN # 1875
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INVENTORY #	DESCRIPTION	PRICE	
	(3) Hyundai HL940A Wheel Loader @ 128,034.60 EA.	384,103.80	
	3.0 Yd. Bucket, H.D. Counter Weight, Front Diff Lock, ISO Quick Coupler		
	20.5 R25 L3 Radial Tires, Ride Control , Rear View Camera , Heater Air Suspension, Beacon Light		
	Sourcewell Contract #032119-HCE		
	Sourcewell Pricing: List Less 51%		
	List Price: \$253,540.00 Less 51%= \$124,234.60		
	Freight In: \$2,200.00		
	P.D.I. : \$1,300.00		
	Freight Out: \$ 300.00		
	Total Customer Price: \$128,034.60		
	(3) 60" Forks @ \$4,640.00 EA.	13,920.00	

THE MILEAGE ON THE ODOMETER IS AND / IS NOT ACCURATE, REFER TO THE FEDERAL MILEAGE STATEMENT FOR DISCLOSURE
 IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT TIME OF DELIVERY.

Purchaser Accepts Optional EQUIPMENT SERVICE CONTRACT
 PowerTrain \$
 PowerTrain Plus Hydraulics \$
 Full Machine \$

Purchaser Declines Optional EQUIPMENT SERVICE CONTRACT
 PURCHASER'S INITIALS N/A

Terms and Conditions per the attached contract.
 PURCHASER'S INITIALS

TRADE-IN ALLOWANCE:					SUBTOTAL	398,023.80
BALANCE OWED TO:					NET TRADE-IN ALLOWANCE	N/A
NET TRADE ALLOWANCE (EQUITY)					(EXEMPT) SALES TAX	Exempt
TRADE: TRADE INV # _____ YEAR _____ MAKE _____ MODEL _____ ENG. _____ SERIAL # _____ SERVICE METER READING (if applicable) _____					FEDERAL EXCISE TAX	Exempt
					WASTE MANAGEMENT TIRE TAX	Exempt
					TOTAL PRICE	398,023.80
					RECEIPT NO.	
					DEPOSIT	N/A
					BALANCE DUE	398,023.80
THE MILEAGE ON THE ODOMETER IS <u> </u> AND IS/IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.						
CONDITION OF TRADE _____						
PURCHASER'S SIGNATURE _____						

ONLY THE MANUFACTURER OR SUPPLIER AND NOT TRACEY ROAD EQUIPMENT, INC. (DEALER/SELLER) SHALL BE LIABLE FOR PERFORMANCE UNDER ANY AND ALL WARRANTIES MADE BY SUCH MANUFACTURER OR SUPPLIER. UNLESS DEALER/SELLER, ON ITS OWN BEHALF, FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY, OR ENTERS INTO A SERVICE CONTRACT WITH PURCHASER, DEALER/SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES, AND ALL USED CONSTRUCTION EQUIPMENT SOLD BY DEALER/SELLER, WHICH PURCHASER UNDERSTANDS AND AGREES IS BEING SOLD BY DEALER/SELLER "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

IF THIS ORDER IS FOR A USED VEHICLE THAT BY LAW REQUIRES A FEDERAL TRADE COMMISSION WINDOW FORM, THE INFORMATION YOU SEE ON THE WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The front and back of this Order, the attached Written Warranty/Coverage Acknowledgement (the "Acknowledgement"), if signed by Purchaser and Dealer or Seller, and/or any financing and security agreement (a "Financing Agreement") entered into by Purchaser in connection with this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning Financing Agreement and any other agreement specified in this Order shall be referred to herein as the "Order". Purchaser hereby certifies that no credit has been extended to him/her for the purchase of the motor vehicle(s) or construction equipment described in this Order except as is stated in this Order. Purchaser hereby acknowledges that he/she has read the Terms and Conditions that are printed on the back of this Order and agrees that said Terms and Conditions are part of this Order the same as if they were printed on the front hereof above Purchaser's signature. Purchaser or, if purchaser is not an individual, Purchaser's representative, hereby certifies that he/she is of legal age and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

PURCHASER Albany Co.

SALESMAN **1875**

BY _____

ACCEPTED BY SALES MANAGER _____

These Terms and Conditions of Sale (these "Terms"), together with the Sales Order (the "Order") (including any applicable documents or agreements referenced in the Order), are the exclusive terms and conditions that apply to any Order made by the Purchaser identified on the Order ("Buyer") and Tracey Road Equipment, Inc. ("Seller").

1. The Order (and any modification thereto) shall not become binding upon the parties hereto until and upon such time as both Seller and an authorized Sales Manager or Officer of Seller indicates in writing the approval and acceptance of the Order on behalf of Seller. Once accepted, the Order shall become a binding contract between the parties. Seller shall not be obligated to accept any Orders.
2. All sales by Seller to Buyer with respect to Orders approved by Seller are expressly limited to the terms set forth on the Order (including any applicable documents or agreements referenced in the Order) and these Terms. Any additional, different or conflicting terms or conditions contained in Buyer's standard terms and conditions of purchase, procurement documents, purchase orders, acknowledgements, or other instruments or instructions requesting quotes or to order products, or other responses hereto are hereby objected to and rejected by Seller without need of further notice of objection or rejection and shall be of no effect and not binding on Seller in any circumstances unless and only to the extent accepted in writing by Seller. Buyer will be deemed to have assented to these Terms by submitting an Order or otherwise agreeing to purchase vehicles and/or equipment (collectively "Vehicles"), unless otherwise agreed in writing by the parties. The Order (including any applicable documents or agreements referenced in the Order) and these Terms constitute the entire and only agreement between the parties hereto, and any representation (oral or in writing), affirmation of fact, course of prior dealings or performance, promise or condition in connection therewith or usage of trade not expressly incorporated herein shall not be binding on either party.
3. Seller's prices are subject to change at any time without notice except to the extent set forth in an Order accepted by Seller. Prices are exclusive of any property, sales, use, excise, and value-added taxes, insurance, shipping, handling, special packaging instructions, fuel surcharges, charges and import and export duties, all of which shall be the responsibility of Buyer. Any taxes and duties, when applicable, shall be paid by Buyer unless Buyer supplies an acceptable exemption certificate.
4. Unless otherwise agreed in the Order or in writing by Seller, payment for all Vehicles is due at time of delivery. Payments shall be made in U.S. Dollars without setoff or deduction. All past due amounts are subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowable under law. Accrued collection costs, such as legal fees and expenses, are payable by Buyer as accrued.
5. The title and right of possession to any Vehicles set forth in an Order shall remain vested in Seller until all sums due or that become due from Buyer and all indebtedness of Buyer to Seller, no matter how evidenced, has been fully paid to Seller. Upon payment in full, ownership of such Vehicles shall transfer to Buyer. In the event Buyer breaches the Order or these Terms, including, but not limited to, the obligation to make timely payment of the purchase price and all other amounts that are or may become due to Seller, Seller may accelerate the payment and declare the whole amount of the purchase price, together with all other amounts to which Seller is or may be entitled, immediately due and payable in full. In addition, and without limiting any of Seller's other rights or remedies, upon Buyer's breach, or if Seller at any time deems itself insecure, unsafe or at risk with respect to Buyer's payment or other obligations, Buyer agrees to promptly cause Seller and/or its representative(s) to have access to, and agrees that Seller and/or its representatives may enter, the premises where the Vehicle is located, take possession of and/or remove such Vehicles, and sell the same at public or private sale, retaining from the proceeds all amounts then due and owing by Buyer to Seller, together with any and all costs and expenses of repossession and sale, including, but not limited to, attorneys' fees, and Seller agrees to pay over any excess, if any, to Buyer. If the proceeds from the sale fail to satisfy the amount due, interest, expenses and any other amounts to which Seller is entitled under these Terms or applicable law, Buyer shall remain responsible for and shall pay to Seller the deficiency on demand of Seller. Seller may bid on and/or purchase the Vehicles at any sale held under this provision.
6. In addition to Seller's rights and remedies as otherwise described herein, upon any breach or default by Buyer of the Order or these Terms, Seller shall be entitled to exercise any or all remedies available to it under these Terms and under applicable law, including, but not limited to: (a) suspending performance of the subject Order or any other order by Buyer and/or its affiliated and/or related persons or entities; (b) canceling pending orders and refusing to accept future orders from Buyer and/or its affiliated and/or related persons or entities; (c) acceleration of any amounts due by Buyer to Seller; (d) recovering damages, including, but not limited to, consequential and incidental damages; (e) exercising all rights and remedies available to it under the Uniform Commercial Code ("UCC") and other applicable law; and (f) being entitled to indemnification from Buyer for any claims, damages, losses, liabilities, and costs and expenses (including reasonable attorneys' fees).
7. Until such time as title to said Vehicle shall pass to Buyer, Buyer agrees to maintain insurance on said Vehicle against all hazards in an amount not less than the unpaid balance of the purchase price, and to provide public liability insurance in an amount which may reasonably be required by Seller. Such insurance must name Seller as a party in interest/additional insured and be available for examination by Seller upon demand.
8. Buyer hereby grants to Seller a first-priority security interest in all Vehicles purchased by Buyer which shall continue until the Vehicles are paid for in full. Buyer agrees that Seller may execute and file one or more Financing Statements under the UCC or other similar laws, in any and all relevant jurisdictions, without Buyer's signature thereon to evidence its security interest.
9. Unless otherwise agreed in writing, Vehicles to be shipped by Seller will be shipped FOB Seller's warehouse by transportation mode selected by Seller and using packaging, if applicable, selected by Seller. Risk of loss or damage passes to Buyer upon tender of the Vehicles to the carrier. Claims for products damaged or lost in transit after risk of loss or damage has transferred are to be made by Buyer directly with carrier. Buyer shall remain responsible for payment in full notwithstanding any loss or damage once risk of loss or damage has transferred. All shipping dates are approximate unless Seller has agreed to a guaranteed shipping date in writing. Seller shall not be liable for any delays in shipment or early shipment, however caused, provided that Seller has used reasonable efforts to provide for timely delivery. Seller reserves the right to make deliveries in installments and to modify orders based on product availability.
10. Buyer shall notify Seller in writing of any visible defects, quantity shortages or incorrect product shipments prior to first use of the applicable Vehicle and in any event no later than (5) days from Buyer's receipt of shipment. Thereafter, Buyer shall have no right to reject the products for any reason or revoke acceptance, and shall be deemed to have conclusively accepted the products.
11. Seller shall not be liable or responsible for any claims, losses, liabilities or damages, including, but not limited to, personal injuries or property damage, suffered or sustained in the operation or use of the Vehicles purchased by Buyer under the Order regardless of the nature of the claim, loss, liability or damage, nor for any damages by reason of

- any delays or any alleged failure of said Vehicles to operate. The liability of Seller, if any, shall be limited to the standard warranty offered by the manufacturer, if any. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ALL, EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY VEHICLE OR EQUIPMENT OR ITS USE OR OPERATION, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be bound by any representations, warranties or other terms made by any agent relative to the transactions contemplated under the Order unless the same are expressly included in these Terms. Buyer acknowledges that the manufacturer's warranty, if any, does not obligate the manufacturer or Seller to bear the cost of the labor or other similar costs or expenses necessary to repair or replace any defective parts.
12. Buyer shall not use or operate any Vehicle which is considered to be defective, without first notifying Seller in writing of its intention to do so, and any such use or operation by Buyer will be at Buyer's sole risk and liability, whether before or after notifying Seller of its intent to use or operate the same.
13. Buyer agrees that this Order and these Terms shall not be countermanded by Buyer, and when the Order is accepted by Seller in writing, it will apply with respect to all agreements between the parties relative to the transactions contemplated under the Order, except as the same may be amended or supplemented by the terms of a written Security Agreement, if any.
14. For any and all vehicles or equipment traded-in by Buyer, Buyer represents and warrants that (a) it owns such vehicles and/or equipment being transferred to Seller, (b) the vehicles and/or equipment are free and clear from all liens, claims and encumbrances, and (c) the vehicles and/or equipment are in good working order and Buyer is aware of no defects, faults or damage with respect to the same not disclosed in writing to Seller. Buyer agrees to indemnify, defend and hold harmless Seller from and against any breach or inaccuracy by Buyer of the foregoing.
15. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOOD WILL, ARISING OUT OF THE PURCHASE FROM SELLER OF ANY VEHICLE OR ITS USE OR OPERATION, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF FOR ANY REASON THE ABOVE DISCLAIMER OF CLAIMS, LOSSES, LIABILITIES OR DAMAGES IS DEEMED UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, BUYER AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO SELL THE VEHICLES TO BUYER, THAT UNDER NO CIRCUMSTANCES SHALL SELLER'S TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SALE, USE OR OPERATION OF THE VEHICLES OR THE ORDER OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED UPON BREACH OF WARRANTY), EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER FOR THE VEHICLE AND/OR EQUIPMENT THAT GAVE RISE TO THE CLAIM.
16. Seller shall be entitled to offset any amounts owed by it to Buyer against any payment or compensation that is owing and unpaid by Buyer to Seller.
17. The Order and these Terms, and the underlying obligations of the parties relating to the sale of Vehicles to Buyer, shall be governed by and construed in accordance with the laws of New York State, without regard to conflicts of laws. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any sale of Vehicles by Seller to Buyer. Any dispute regarding any Order or these Terms shall be resolved in a court located within Onondaga County, New York, and Buyer consents to the personal jurisdiction of any such court. THE PARTIES WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LEGAL DISPUTE.
18. Buyer shall be liable for any and all costs and expenses, including attorneys' fees and disbursements, incurred by Seller in the exercise of any right or remedy granted or mentioned herein or otherwise available to Seller under applicable law.
19. Seller shall not be liable for any failure or delay in the performance of any of its obligations or any damages resulting therefrom, if such delay or failure is caused by act of God, embargo, governmental action or regulation, fire, strike, lockout or other labor strife, war, riot, terrorism (or threat thereof), accident, equipment failure, delay in the manufacture, transportation or delivery of materials, shortage and/or increase in prices of raw materials or supplies, communications failures, and other any other causes beyond the reasonable control of Seller.
20. Buyer agrees, to the maximum extent permitted by law, that any claim Buyer may have against Seller or any of its directors, officers, agents or employees must be filed within one (1) year of the date on which the claim arose.
21. In addition to all other remedies available to Seller under these Terms, at law or in equity, Seller shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing these Terms. Buyer acknowledges that failure to comply with these Terms will result in irreparable harm to Seller.
22. The relationship of Seller and Buyer as created by the Order and these Terms is that of independent contractors. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other party.
23. No waiver, alteration, or modification of any of the provisions of the Order or these Terms shall be binding unless in writing and signed by Seller. No delay or failure by Seller in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any right, privilege, remedy or option.
24. If any provision of the Order or these Terms is determined to be invalid or unenforceable, such provision shall be invalid or unenforceable only to the minimum extent required, and all other provisions shall remain in force and effect.
25. The Order and these Terms are not intended to benefit any third party.
26. Buyer shall not delegate any duties or assign any rights or claims under the Order or these Terms without Seller's written consent. Any attempted or purported delegation or assignment by Buyer in violation of the foregoing is void.
27. If applicable, the Equal Employment Opportunity and Affirmative Action Clause, as set forth by the Department of Labor, 41 C.F.R. Sections 60-1.4(a) is hereby incorporated by reference herein insofar as it is required by such regulations and unless exempted by applicable statutes, rules, regulations or orders. Buyer agrees, unless exempted, to incorporate by reference and abide by Executive Order 11246. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
28. The provisions of these Terms which by their nature should survive shall remain in effect and survive any termination or completion of any order.

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-HCE

Proposer's full legal name: Hyundai Construction Equipment Americas, Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

CPFD2A139008489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E4288F817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-HCE

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Hyundai Construction Equipment Americas, Inc.

Authorized Signatory's Title Vice President CE National Sales

Thomas E. Owen

VENDOR AUTHORIZED SIGNATURE

Thomas E. OWEN

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-HCE

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Hyundai Construction Equipment Americas, Inc.

Address: 6100 Atlantic Blvd.

City/State/Zip: Norcross, Georgia 30071

Telephone Number: 678-823-7777

E-mail Address: Thomas.owen@hyundaiamericas.com

Authorized Signature: *Thomas E. Owen*

Authorized Name (printed): Thomas E. Owen

Title: Vice President National CE Sales

Date: March 18, 2019

Notarized

Subscribed and sworn to before me this 18th day of March, 2019

Notary Public in and for the County of Shelby, State of Alabama

My commission expires: 02/02/2021

Signature: *Laurance J. Vitella*

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - June 2019

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Education and Professional Development Training , Curriculum, and Content Development Solutions with Related Equipment & Supplies

Requesting Board permission to Re-Solicit the following categories:
Agricultural Tractors with Related Equipment and Accessories
Instructional and Leadership Training Development as Related to Systems Solutions

NEW CONTRACTS		
BOMAG Americas	032119-BAI	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Caterpillar Inc.	032119-CAT	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
CNH Industrial America LLC	032119-CNH	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Grove US (Manitowoc)	032119-GUS	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Hyundai Construction Equipment	032119-HCE	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
John Deere Construction	032119-JDC	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Komatsu America Corp.	032119-KOM	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Link Belt Cranes	032119-LIN	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Volvo Construction Equipment	032119-VCE	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
Clark Equipment Company dba Bobcat Company	040319-CEC	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
Gradall Industries, Inc.	040319-GRD	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
Hyundai Construction Equipment Americas, Inc.	040319-HCE	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
JCB, Inc.	040319-JCB	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
Kubota Tractor Corporation	040319-KBA	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
Wacker Neuson	040319-WAC	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
Carolina Biological	042419-CBS	"Laboratory and Science Equipment and Supplies with Related Accessories and Services"
Eppendorf North America	042419-EPP	"Laboratory and Science Equipment and Supplies with Related Accessories and Services"
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
Woods Equipment Company	042815-WDE	"Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessorels and Supplies"
Doosan Portable Power	052015-CEC	"Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments and Supplies"
Blue Bird Bus	102115-BBB	"School Buses with Related Parts and Services"
Rush Truck Centers of GA Inc. dba Rush Bus Centers of GA	102115-RTG	"School Buses with Related Parts and Services"
Yancey Bus Sales and Service	102115-YBS	"School Buses with Related Parts and Services"
Tyler Technologies, Inc.	110515-TTI	"Public Sector Administrative-Related Software Solutions & Technology Services"
Computer Aid, Inc.	020817-CAI	"Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation"



Central Maine Equipment Company	Prime Vendor Inc.
Central Power Systems and Services	Princeton Planning & Project Management, PLLC
ConstructConnect	Prinoth Ltd
Construction Industry Center	RDO Equipment
CSS, Inc.	Reclaim Asphalt
Cutting Edge Excavation	Road Widener LLC
Deltek	Roadtec Inc
Diesel Machinery Inc	Royal Truck & Equipment
Doggett Machinery	RSC Bio Solutions
Doosan Portable Power	SmartProcure
Dynapac North America	Stan Houston Equipment
Earthworks equipment Corporation	State of Oregon
EKA	Suffolk County Brake Service Inc.
Evergreen Specialty Services	Sunbelt Rentals Canada
Federal Contracts Corporation	Technology International, Inc
Franssen Motors Dubai Jet City Equipment	Terex/Genie
FST Canada Inc. o/a Joe Johnson Equipment	Terramac LLC
Government Solutions Team, LLC	Thompson Pump
Green Climber NA	Titan Machinery
H.O. Penn Machinery Company	Toromont Cat
Hartford Truck Equipment Inc	Tracey Road Equipment Inc
HilBilt Sales	Tri-State Truck & Equipment
Hi-Line Rental, LLC	United Rentals
Holt Co	Volvo
Hyundai Construction Equipment Americas	Wacker Neuson Corporation
J.Gross Equipment	Washington State Department of Enterprise Services
JCB	Western Material Handling
John Deere	Wirtgen
Kleis Equipment	XCMG North America Corp.
Kobelco Construction Machinery, U.S.A.	Yeager Enterprises LLC

Proposals were opened on March 22, 2019, at Sourcewell, formerly the National Joint Powers Alliance (NJPA) offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

BOMAG Americas, Inc.
 Caterpillar Inc.
 CNH Industrial America LLC
 Doggett Heavy Machinery
 Doosan Infracore North America, LLC
 Dynapac North America LLC
 Grove U.S. L.L.C. (dba Manitowac)
 Hyundai Construction Equipment Americas, Inc.
 John Deere Construction Retail Sales

RESOLUTION NO. 470

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,721,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,721,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

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. 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 \$4,160,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,160,000 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 \$4,160,000 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 \$4,160,000 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. 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 \$6,941,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$6,941,000 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 \$6,941,000 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 \$6,941,000 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. 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 \$1,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,270,000 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 \$1,270,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,270,000 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 greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the fuel leak remediation project at the Voorheesville Department of Public Works facility located 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. 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 \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 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 \$350,000 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 \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) 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

\$12,721,000 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) (1) Except as provided below, 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.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(3) Notwithstanding the foregoing, the design phase of the New Karner Road Corridor Improvements Project described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); 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) (1) Except as provided below, 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.

(2) Notwithstanding the foregoing, by separate resolution, the County has complied with the provisions of SEQRA with respect to the Helderberg-Hudson Rail Trail Bridge Project described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

(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) The project authorized by this resolution described in Section 4 will be conducted pursuant to a corrective action plan under a Stipulation Agreement with the Department of Environmental Conservation of the State of New York; and therefore, the project is exempt from SEQRA.

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, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Tunny, Ward, Mss. Whalen and Willingham - 38

Those opposed - 0

Resolution was adopted - 12/7/20



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

March 29, 2021

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 New Castle Paving, LLC 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 will pave 7.56 miles of Cold-In-Place Recycled Roads and Mill and Fill 17.83 additional miles, for a total of 25.39 miles of County roadways. The Mill and Fill process includes milling off 2" of existing top course asphalt and repaving with 2" of new top course asphalt. The following roads are scheduled for Mill/Fill:

- CR6 (Ravine Rd.) from NY85 to CR1 (Towns of Berne and Rensselaerville) ≈5.8 miles
- CR11 (Case Hill Rd.) from rebate past Flood Rd. to CR412 (Town of Berne) ≈0.6 miles plus 400' of CR11 (North Rd.)
- CR154 (Osborne Rd.) from CR152 to NY9 (Town of Colonie) ≈500 Ft.
- CR204 (Krumkill Rd./Russell Rd.) from CR204 to Albany City Line (Town of Bethlehem) ≈1.3 miles
- CR259 (Beebe Rd.) from CR255 to CR252 (Town of Knox) ≈3.3 miles
- CR307 (Picard Rd.) from NY85A to NY156 (Town of New Scotland) ≈2.33 miles
- CR404 (Bear Swamp Rd.) from NY32 to CR402 (Town of Westerlo) ≈4.4 miles

The following Roads are scheduled for Cold in Place recycling under a separate contract. They will be paved under the hauling and placing contract:

- CR12 (Rapp Rd.) from CR10 to CR10 (Towns of Berne and Rensselaerville) ≈2.42 miles
- CR256 (Ketchum Rd.) from NY157 to NY157 (Town of Knox) ≈1.7 miles
- CR303 (Pinnacle Rd.) from CR311 to NY443 (Towns of Berne and New Scotland) ≈3.44 miles

The entire Hauling & Placing Contract will be paid for by the State's CHIPS Program. The County 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 the low bidder, New Castle Paving, LLC in the amount not to exceed \$2,673,054.76.

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2409, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with New Castle Paving, LLC for Hauling and Placing

Date:	March 29, 2021
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):

New Castle Paving, LLC
1 Madison St., Suite 100
Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$2,673,054.76
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: \$2,673,054.76

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) 7/1/21-11/30/21

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 New Castle Paving, LLC 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 will pave 7.56 miles of Cold-In-Place Recycled Roads and Mill and Fill 17.83 additional miles, for a total of 25.39 miles of County roadways. The Mill and Fill process includes milling off 2” of existing top course asphalt and repaving with 2” of new top course asphalt. The following roads are scheduled for Mill/Fill:

-CR6 (Ravine Rd.) from NY85 to CR1 (Towns of Berne and Rensselaerville) ≈5.8 miles

-CR11 (Case Hill Rd.) from rebate past Flood Rd. to CR412 (Town of Berne) ≈0.6 miles
plus 400’ of CR11 (North Rd.)

-CR154 (Osborne Rd.) from CR152 to NY9 (Town of Colonie) ≈500 Ft.

-CR204 (Krumkill Rd./Russell Rd.) from CR204 to Albany City Line (Town of Bethlehem)
≈1.3 miles

-CR259 (Beebe Rd.) from CR255 to CR252 (Town of Knox) ≈3.3 miles

-CR307 (Picard Rd.) from NY85A to NY156 (Town of New Scotland) ≈2.33 miles

-CR404 (Bear Swamp Rd.) from NY32 to CR402 (Town of Westerlo) ≈4.4 miles

The following Roads are scheduled for Cold in Place recycling under a separate contract. They will be paved under the hauling and placing contract:

-CR12 (Rapp Rd.) from CR10 to CR10 (Towns of Berne and Rensselaerville) ≈2.42 miles

-CR256 (Ketchum Rd.) from NY157 to NY157 (Town of Knox) ≈1.7 miles

-CR303 (Pinnacle Rd.) from CR311 to NY443 (Towns of Berne and New Scotland) ≈3.44 miles

The entire Hauling & Placing Contract will be paid for by the State's CHIPS Program. The County 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 the low bidder, New Castle Paving, LLC in the amount not to exceed \$2,673,054.76.



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 Ramundo
Public Works

FROM: Karen Storm
Purchasing Agent

DATE: March 29, 2021

RE: RFB #2021-014 Hauling & Placing of Asphalt Concrete on Various County Roads

K Storm

I am in receipt of your recommendation to award the aforementioned Request for Bids to New Castle Paving, LLC for a total bid price of \$2,673,054.76.

As New Castle Paving, LLC 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) 765-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, P.E.
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent
FROM: Lisa Ramundo, Commissioner
DATE: March 26, 2021
RE: Project #21-C568
RFB #2021-014
2021 Hauling & Placing of Asphalt Concrete on Various County Roads

I have reviewed the bid results for Bid #2021-014 for 2021 Hauling & Placing of Asphalt Concrete on Various County Roads. I would like to recommend the low bidder, New Castle Paving, LLC be awarded the bid for a total bid price of \$2,673,054.76.

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
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WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

Memorandum

TO: *Lisa Ramundo, Commissioner*

FROM: *Bill Anslow, Civil Engineer*

DATE: *March 26, 2021*

RE: *Project #21-C568 (RFB#2021-014)
2021 Hauling and Placing of 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 New Castle Paving, LLC who has the lowest total bid price of \$2,673,054.76.

Please let me know if you have any questions.

WA:ct

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
PROJECT 21-C568
BID NO. 2021-014
2021 HAULING PLACING - BID RESULTS

ALBANY COUNTY DEPT. OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186

ITEM NUMBER	DESCRIPTION	QUANTITIES	ENGINEER'S ESTIMATE		New Castle Paving, LLC		Collanan Industries, Inc.		Cobleskill Stone Products, Inc.	
			UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID
402.058903	HOT MIX ASPHALT, F9 SHIM COURSE	250 TON	\$62.00	\$15,500.00	\$45.00	\$11,250.00	\$50.00	\$12,500.00	\$72.00	\$18,000.00
402.128202	HOT MIX ASPHALT, 12.5, F2 TOP COURSE, 80 SERIES	39,514 TON	\$56.00	\$2,212,784.00	\$52.17	\$2,061,445.38	\$52.90	\$2,090,290.60	\$58.75	\$2,321,447.50
402.198902	HOT MIX ASPHALT, 19, F9 BINDER COURSE	1,350 TON	\$50.00	\$67,500.00	\$45.00	\$60,750.00	\$50.00	\$67,500.00	\$57.50	\$77,625.00
402.378902	HOT MIX ASPHALT, 37.5, F9 BASE COURSE, 80 SERIES	1,570 TON	\$50.00	\$78,500.00	\$41.00	\$64,370.00	\$46.00	\$72,220.00	\$55.00	\$86,350.00
407.0101	TACK COAT	24,000 GAL	\$3.80	\$91,200.00	\$2.30	\$55,200.00	\$3.25	\$78,000.00	\$3.75	\$90,000.00
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	255,735 SY	\$0.75	\$191,801.25	\$0.78	\$199,473.30	\$0.55	\$140,654.25	\$1.00	\$255,735.00
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	1,968 SY	\$4.25	\$8,364.00	\$2.00	\$3,936.00	\$2.00	\$3,936.00	\$5.00	\$9,840.00
604.07	ALTERING DRAINAGE STRUCTURES, LEACHING BASIN & MANHOL	1 EA	\$1,500.00	\$1,500.00	\$300.00	\$300.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
604.10	PREPARATED ADJUSTMENT RINGS FOR MANHOLES	1 EA	\$950.00	\$950.00	\$100.00	\$100.00	\$950.00	\$950.00	\$500.00	\$500.00
608.020102	HOT MIX ASPHALT HANDWORK FOR DRIVEWAYS	60 TON	\$160.00	\$9,600.00	\$140.00	\$8,400.00	\$150.00	\$9,000.00	\$165.00	\$9,900.00
619.0101	BASIC MAINTENANCE AND PROTECTION OF TRAFFIC. CONTRACTOR TO PROVIDE BASIC MP&T FOR CR 154, OSBORNE RD. ONLY	1 LS	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$9,000.00	\$9,000.00
AC637.40	ASPHALT CONCRETE TESTING SERVICES	1 LS	\$15,000.00	\$15,000.00	1	\$15,000.00	1	\$15,000.00	1	\$15,000.00
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MIL	263,072 FT	\$0.10	\$26,307.20	\$0.07	\$18,415.04	\$0.08	\$21,045.76	\$0.10	\$26,307.20
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MIL	263,072 FT	\$0.10	\$26,307.20	\$0.07	\$18,415.04	\$0.08	\$21,045.76	\$0.10	\$26,307.20
685.13	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS	8 EA	\$45.00	\$360.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$225.00	\$1,800.00
685.14	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS	2 EA	\$152.00	\$304.00	\$200.00	\$400.00	\$200.00	\$400.00	\$225.00	\$450.00
697.01	INTERIM PAYMENT	1 FPLS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
699.04	MOBILIZATION (4%)	1 LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL			\$2,915,977.65		\$2,673,054.76		\$2,689,642.37		\$3,100,261.90
		RANK			1		2		3	

RFB-2021-014 Tabulation

Vendor	Cobleskill Stone	Callanan Ind	New Castle
Bid Security	Bond	Bond	Bond
Total Bid Amount	\$3,100,261.90	\$ 2,689,642.37	\$ 2,673,054.76

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2021-014**

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 25, 2021.

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 9) and may be obtained at the office of the Albany County Purchasing Agent listed above.

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 (3/5/21)

THE EVANGELIST
TIMES UNION



LABORERS
LOCAL
UNION
190

LiUNA!

April 26, 2017

To Whom It May Concern:

Please be advised that New Castle Paving, LLC has signed a full Agreement with Laborers' Local Union 190, and as such, they are a participant in our New York State approved Apprenticeship Program. If you have any further questions regarding this matter, please feel free to contact our office at (518) 465-1254.

Thank you.

Sincerely,

Anthony Fresina
Business Manager

LABORERS LOCAL
UNION 190
660 WEMPLE ROAD
GLENMONT, NY 12077
PHONE: (518) 465-1254
FAX: (518) 465-1257



Fast the Power

JANE THOMPSON
Director of Apprenticeship Training

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 455/459, Albany, NY 12240
www.labor.ny.gov

RECEIVED JAN 28 2019

January 15, 2019

Dale Swartwout
Manager
New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, New York 12180

Sponsor Code: 22242/ATP Code: 18285

Dear Mr. Swartwout:


I am pleased to inform you that your Operating Engineer (Universal Equipment) apprenticeship training program has successfully completed its two-year probationary period. Assisting sponsors with successful operation of a program is important to the New York State Department of Labor (Department). The following are important aspects regarding successful continuation of your program:

- The Department will continue to conduct bi-annual visits to ensure that your program remains in compliance. These visits will include a review of the overall progress of the program, including worksite training, related instruction, program operation and administration, Equal Employment Opportunity/Affirmation Action efforts, and a review of the program's completion/graduation rates. Apprentice program completions are an important part of all programs' performance and will continue to be monitored closely. The reviews will monitor compliance with the provisions on the Apprentice Training Program Registration Agreement (AT 10 Form), Labor Law Article 23, Apprenticeship Regulations Parts 600 and 601, and other Department requirements. These laws and regulations can be found on the Apprenticeship Training website at the following link:
<https://www.labor.ny.gov/apprenticeship/general/lawsandregs.shtm>.
- The Regulations provide that all apprenticeship training programs will undergo a recertification review which involves a complete evaluation and approval of your program. This recertification review will occur at or about the time that the program completes its first training cycle and subsequently at least every five years thereafter.



If you have any questions, please contact your Apprentice Training Representative, Dan Paris, at (518)457-7745.

Sincerely,


Jane Thompson
Director,
Apprenticeship Training

cc: D. Paris

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



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

March 30, 2021

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 a contract with Tiger Corporation for the purchase of a Hydraulic Boom/Hyd. Driven Side Shift Rear Flail Tractor. This piece of equipment will be purchased using Sourcewell Contract #052417-TGR. The total cost will be for an amount not to exceed \$124,422.00.

This piece of equipment will be used to remove brush and grass from behind guiderail on County roads and on the Rail Trail.

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2411, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization to Purchase a Hydraulic Boom Tractor from Tiger Corporation

Date:	March 30, 2021
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):

Tiger Corporation
3301 N. Louise Ave.
Sioux Falls, SD 57107

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$124,422.00
Scope of Services: Purchase of a Hyd. Boom Tractor

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: HHT75197.22000E

Appropriation Amount: \$124,422.00

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) 6/1/21-8/31/21

Length of Contract: 3 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 a contract with Tiger Corporation for the purchase of a Hydraulic Boom/Hyd. Driven Side Shift Rear Flail Tractor. This piece of equipment will be purchased using Sourcewell Contract #052417-TGR. The total cost will be for an amount not to exceed \$124,422.00.

This piece of equipment will be used to remove brush and grass from behind guiderail on County roads and on the Rail Trail.



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 Ramundo
Commissioner

FROM: Karen Storm
Purchasing Agent

DATE: March 30, 2021

RE: Sourcwell Contract #052417-TGR

I am in receipt of your recommendation to purchase one (1) Hydraulic Boom/Hyd. Driven Side Shift Rear Flail Tractor from the Sourcwell Contract #052417-TGR in the amount of \$124,422.00.

Sourcwell is a national purchasing cooperative that we have used in the past.

Please obtain the necessary contract approval from the County Legislature, so that we may issue a purchase order.




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

MEMO

TO: Karen Storm, Purchasing Agent
FROM: Lisa M. Ramundo, Commissioner 
DATE: March 30, 2021
RE: Purchase of a Hydraulic Boom/Hyd. Driven Side Shift Rear
Flail Tractor
Sourcewell Contract #052417-TGR

Public Works would like to purchase one (1) Hydraulic Boom/Hyd. Driven Side Shift Rear Flail Tractor from Tiger Corporation using the Sourcewell Contract #052417-TGR.

I have attached the supporting documents for your review.

If you have any questions, please feel free to contact my office.

LMR:ct

This one →

Bill to	Albany County		
Ship to	Albany County		
End User	Albany County		
End User Contact	Scott Duncan	PO#	
Quote#		Order Date	
Dealer Contact	Justin Huners	Quote Date	3/18/2021
DLR Phone / Fax	518-480-3540	Requested ship date	
Dealer Email	jhuners@trisonline.com	State contract order	Sourcewell # 052417-1 GR
		Sourcewell Member #	
		Quote valid for	30 days



Please direct questions to
 Ph: 800-843-6849 EXT 3
 email all quotes in excel format
 to orders@tiger-mowers.com

Shipping Instructions:

WILDKAT

SIDE SHIFT - Rotary or Flail

Hydraulic Boom/HYD Driven Side Shift Rear Flail

HOW TO ORDER: You must select one item from Section 1, 2 & 3 for a complete Side Mower.

Qty	Order Code	Description	Approx. lbs	List Price	Disc	Sourcewell Price
ADD TRACTOR ON NEXT LINE WHEN REQUIRED						
1	6105E	MFWD 24F x 12R		\$ 84,750	20%	\$ 67,800.00
SECTION 1 - Choose a Base Unit						
1	AR-12	Mid-mount Side Shift Mower	3650	\$ 26,213	20%	\$ 20,970.40
INCLUDES: Tractor Mount Kit, Mower Hydraulic Drive System, Travel Safety Lock, Slow System, Mower On/Off Switch box, Operator Safety Screen/Poly, 500 Lb Wheel Weight						
SECTION 2 - Choose a Cutter Head						
1	ARRT-60B	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	910	\$ 19,321	20%	\$ 15,456.80
	ARRT-60D	60" Rotary Head with Disk/Grass Knives & Hydraulic Door	985	\$ 19,540	20%	
	ARFL-75SD	75" Flail Head with Standard Cut Knives	945	\$ 19,067	20%	
	ARFL-75SDG	75" Flail Head with Smooth Cut Knives	945	\$ 19,153	20%	
SECTION 3 - Choose a Hydraulic Controls Option						
	CBL	Cable Controls and Lift Valve Kit	78	\$ 5,988	20%	
1	W-JSTK	Joystick, Electro-hydraulic and Valve Kit with EFS (Easy Float System) Float Functions	80	\$ 17,031	20%	\$ 13,624.80
SECTION 4 - Installation Charge						
1	Factory Mnt	Installation of complete mower system at factory		\$ 7,035	20%	\$ 5,628.00
	Field Mnt	Installation of complete mower system by Dealer		\$ 7,035	20%	
SECTION 5 - WILDKAT BOOM MOWER OPTIONS						
		Wheel Weight - up charge 500 to 1300 lbs of counter balance	800	\$ 1,938	20%	
	06200670	60" Blade Bar Kit (bar, knives bolts nuts) BRUSH	85	\$ 1,025	20%	
	06744040	60" Rotary Blade Bar Parts Kit (knives, bolts, nuts, filter, grease) BRUSH	56	\$ 275	20%	
	06744001	60" Rotary Disk Parts Kit (knives, bolts, nuts, filter, grease) GRASS	39	\$ 212	20%	
	BPS-WLDDK	Electronic Boom Positioning System	12	\$ 1,375	20%	
	06744055	Knife Kit, 75" Flail (knives, bolts, nuts, clevis) STANDARD CUT	47	\$ 383	20%	
	06770114	Kit, Deck Extension 60" Rotary - 1'0" (extensions, rear flap, hardware)	22	\$ 815	20%	
	06770115	Kit, Deck Extension 60" Rotary - 2'0" (extensions, rear flap, hardware)	26	\$ 835	20%	
	06200210	Paint, non-standard		\$ 1,581	20%	

SECTION 6 - HYDRAULIC DRIVEN HYDRAULIC SHIFT REAR FLAILS

RF-90SDHDHSS	Flail, Rear Mount 90", STANDARD CUT - Hyd Driven & Hyd Side Shift	1410	\$ 24,298	20%	\$
RF-90SDGHDHSS	Flail, Rear Mount 90", SMOOTH CUT - Hyd Driven & Hyd Side Shift	1405	\$ 24,377	20%	\$
RF-96SDHDHSS	Flail, Rear Mount 96", STANDARD CUT - Hyd Driven & Hyd Side Shift	1485	\$ 24,795	20%	\$
RF-96SDGHDHSS	Flail, Rear Mount 96", SMOOTH CUT - Hyd Driven & Hyd Side Shift	1480	\$ 24,874	20%	\$

**Hydraulic Rear Flails need to be used in conjunction with a Boom Or Side Mower. Kit includes twin pump operation & mower hydraulic system, Cat II 3 Pt Mount

ADDITIONAL OPTIONS FROM PRICE LIST

1	AM/FM RADIO	\$ 385	20%	\$ 308.00
1	STROBE LIGHT	\$ 680	20%	\$ 544.00
1	PDI	\$ 90		\$ 90.00
				\$ -
				\$ -
				\$ -

Freight is an estimate only, may change at time of shipment

Totals \$ 124,422.00

TRACTOR INFORMATION REQUIRED:		Transmission	_____
Make/Model	_____	Cab Type	_____
Tire size	_____	2WD or MFWD	_____
	Front		
	Rear		

All prices are FOB Destination
 Prices are subject to change without notice

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

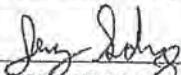
NJPA Contract #: 052417-TGR

Proposer's full legal name: Tiger Corporation

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-TGR

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Tiger Corporation

Authorized Signatory's Title President



VENDOR AUTHORIZED SIGNATURE

SHAWN Cleary

(NAME PRINTED OR TYPED)

Executed on 9/29, 2017

NJPA Contract # 052417-TGR

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST



Company Name: **Tiger Corporation**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		NO EXCEPTIONS	

Proposer's Signature: *Shawn T. Cleary*

Date: May 19, 2017

NJPA's clarification on exceptions listed above:

Review and Approved:
[Signature] 9/27/17
NJPA Legal Department

Contract Award
RFP #052417

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS,
AND SUPPLIES

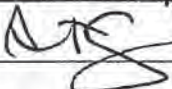
In compliance with the Request for Proposal (RFP) for ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Tiger Corporation Date: MAY 19, 2017

Company Address: 3301 N. Louise Avenue

City: Sioux Falls State: SD Zip: 57107

Contact Person: SHAWN Cleary Title: President

Authorized Signature:  SHAWN T. CLEARY
(Name printed or typed)

Form F

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such-a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Tiger Corporation

Address: 3301 N. Louise Avenue

City/State/Zip: Sioux Falls, SD 57107

Telephone Number: 605.731.0404

E-mail Address: sclarey@tiger-mowers.com

Authorized Signature: [Signature]

Authorized Name (printed): SHAWN CLAREY

Title: President

Date: MAY 19, 2017

Notarized



Subscribed and sworn to before me this 19 day of May, 2017

Notary Public in and for the County of Minnehaha State of South Dakota

My commission expires: 02/03/2022

Signature: [Signature]



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: **Tiger Corporation**

Questionnaire completed by: **Shawn Cleary**

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Tiger policy allows Net 30 day payment terms. Exceptions can be made to this for special circumstances prior of acceptance of order.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. Tiger Corporation through Alamo Group Inc., has a relationship with KeyBank which offers governmental and educational institutions a capital goods leasing program.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All orders will be sent to Tiger Corporation by either the Tiger dealer or purchasing entity by email or fax. Tiger will process the order through our sales office, which is part of the Tiger Sales Team. Orders transferred from Tiger quote and order forms to our Company manufacturing processing software. Tiger assigns a contract code to orders sold on a contract. We would create a NJPA code to enter into Tiger CRM system to assure all orders are tracked accordingly and quarter reports can be processed in a timely manner for NJPA sales tracking. Once the orders are placed in the system our team is able to track and/or update the order if any changes are required along with tracking the order from entry to completion and ship date. Tiger's accounting team with direction from Tiger management will track all NJPA orders and accrue the fees accordingly. The accounting office will submit the required quarterly reports. Currently Tiger's accounting team processes many states as well as GSA orders. Per Company policy the customer cannot be billed until the competed unit is delivered and accepted by the customer. Tiger's Authorized Dealer network is educated in the delivery of contract sales and aids in the order process as well as the delivery and payment process, working directly with the customer.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Tiger currently does not accept P-cards, only because we have not had the need to do so. Tiger can certainly set-up and receive P-cards, and would not charge any additional costs to the NJPA Members. Tiger can and routinely accepts wire transfers for ease of payment.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

One (1) year standard warranty on all products. This covers any failure that happens under normal conditions. Customer will take products to Authorized dealer for review, and repairs are completed. Dealer will submit warranty claim through our "online" warranty claim service and determination is processed within 24 hours. The warranty start date is when the customer has received the product and places the product into service. Tiger does offer extended warranty for purchase. Warranty policy attached.

- Do your warranties cover all products, parts, and labor?
Yes, as outlined in the Tiger Standard Warranty Policy (included)
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
No, there are not hour limitations.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Yes, as outlined in the Tiger Standard Warranty Policy.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
Every region in North America will be serviced by a Tiger Authorized dealer. Service as well as warranty repair will be provided through the Tiger Authorized Dealer.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
All warranties will be covered by Tiger Corporation with the exception of the tractor warranties. As a business partner with both New Holland and John Deere, their authorized dealer network will provide warranty and service for all tractor related repairs.
- What are your proposed exchange and return programs and policies?
Depending upon the situation the customer will work directly with the Tiger Authorized Dealer for exchanges and return items. Tiger provides a limited number of rebuilt components and Dealers may return parts and whole goods in new and unused condition for full credit.

- 6) Describe any service contract options for the items included in your proposal.
Tiger currently does not offer service contracts. Tiger has a large network of Tiger Authorized Dealers, which maintain contracts with both service and parts to customers in localities for the US and Canada.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
Tiger manufactures and sells Tractor/Mower turnkey mowing units and tractor mowing attachments as well as truck mounted mowers that are offered to municipalities and governmental entities needing equipment for vegetation management control. Tiger has a complete service department to handle all service issues, and training programs that can be modified to fit the customer's needs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The NJPA Member will be offered a 20% discount on each line item from Tiger listed MSRP prices. Prices are FOB destination. Tiger will supply NJPA, the Tiger Authorized Dealers and Customers with an interactive work sheet to order products and a copy of Tiger/NJPA Price List. Suggested NJPA Price List included in proposal.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
Tiger will offer a 20% discount on MSRP. An interactive quote and order work book will be provided for easy of ordering. Suggested Price List included in proposal.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Based upon order quantities of three (3) units or more on the same order, Tiger would offer an additional 2% discount.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Tiger will offer cost plus 12% on material costs and any additional labor charges for any 'sourced' or 'open market' or non-standard options.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All costs of acquisition are included in the price book submitted. Tiger offers a complete unit with few options to allow the customer a quality product that they do not need to "option up" to assure they have the right machine for their vegetation issues. All labor and delivery are included in the price.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

All pricing is stated in FOB Destination, thus allowing customer to know total cost of acquisition. Ocean freight charges will be added to sales to Alaska and Hawaii, and determined at time of order submittal.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Tiger would quote the products FOB Sioux Falls, SD and would assist in arranging freight and documentation to Alaska, Hawaii and offshore. Tiger would honor the FOB Destination prices for shipments to Canada.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Tiger ships all its products from their facility in Sioux Falls, SD. Delivery can be made to the nearest dealer location or to the customer's location. If Tiger Dealer receives the goods, they will prep the equipment for delivery and deliver to customer location. If goods are shipped to the customer location, the Tiger Dealer will visit the location and prep the equipment for in-service. We are very flexible in our delivery abilities and can accommodate any customer requirements.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

As a public company, Tiger is very attune to the importance of audit and process control. All NJPA Member orders will be audited at the order process by Tiger's Sales Order team member for compliance to pricing and fit and functionality of the product ordered. After the sales order is reviewed, the Tiger accounting department will monitor until ship/invoice is complete and reconcile all payments to dealer and the NJPA fees. Reports are written by IT department to accumulate all contract sales, and NJPA contract sales would be added to this report. Submittal of fees are usually paid after invoice is paid by customer. We engage in a monthly meeting to discuss what orders were under contract and were all conditions met and abided to. Alamo Group has an internal audit team that assists Tiger with this procedure to assure validity and adherence to contract specifics are handled correctly.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Tiger Corporation would propose a 2% fee that would be paid to NJPA for facilitating, managing, education and promoting this contract.

Industry-Specific Questions

- 19) Identify the required subcategory or subcategories that best describe your solutions: Subcategory A) Roadway Surface Maintenance and Repair Equipment; Subcategory B) Roadway Surface Marking Equipment and Paint; Subcategory C) Road Right-of-Way Management Equipment and Chemicals; and/or Subcategory D) Equipment and Products in Support of Roadway Maintenance and Repair.

The subcategory that would best describe Tiger's product line would be Sub Category C) Road Right-of-Way Management Equipment and Chemicals: Our product line includes all equipment that a customer needs for vegetation and road side maintenance equipment solutions.

- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

Tiger's Authorized Dealer network is extensive covering the entire North American Continent. Tiger's 88 Dealers with 241 locations have instant access to the local markets. Additionally Tiger's Authorized Dealer network is supported by a Tiger Customer Service Team that has over 97 years of combined experience to handle even the toughest parts and service problems a member might incur. We ship parts in an expedient manner with over a 98% average of same day shipments on our 'A' parts.

21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Tiger has embraced the manufacturing processes of "Lean Manufacturing". Tiger's product design and manufacturing teams streamline the processes to assure speed to market and short lead-times to its customers. Our evaluation of the correct use of materials, evaluated by the engineering team, and reviewed by a Professional Engineer (PE) on staff, assures the safest, most productive equipment is being made available. What differentiates Tiger is the adherence to this Lean philosophy, the solution for the customer is what dictates the path through this whole process. When the customer's solution is foremost in the minds of the manufacturer it is a win for all internal and external customers.

Signature: *Shawn T. Cleary*

Date: *May 19, 2017*



Form P


SIGNATURE PAGE

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: **Tiger Corporation**

Questionnaire completed by: **Shawn Cleary**

Signature:  Date: MAY 19, 2017

RESOLUTION NO. 470

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,721,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,721,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

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. 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 \$4,160,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,160,000 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 \$4,160,000 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 \$4,160,000 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. 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 \$6,941,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$6,941,000 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 \$6,941,000 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 \$6,941,000 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. 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 \$1,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,270,000 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 \$1,270,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,270,000 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 greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the fuel leak remediation project at the Voorheesville Department of Public Works facility located 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. 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 \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 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 \$350,000 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 \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) 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

\$12,721,000 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) (1) Except as provided below, 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.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(3) Notwithstanding the foregoing, the design phase of the New Karner Road Corridor Improvements Project described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); 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) (1) Except as provided below, 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.

(2) Notwithstanding the foregoing, by separate resolution, the County has complied with the provisions of SEQRA with respect to the Helderberg-Hudson Rail Trail Bridge Project described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

(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) The project authorized by this resolution described in Section 4 will be conducted pursuant to a corrective action plan under a Stipulation Agreement with the Department of Environmental Conservation of the State of New York; and therefore, the project is exempt from SEQRA.

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, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Tunny, Ward, Mss. Whalen and Willingham - 38

Those opposed - 0

Resolution was adopted - 12/7/20



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

March 31, 2021

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

We request the Legislature's approval to enter into an agreement with Capital District Transportation Authority (CDTA), acting on behalf of the Capital District Transportation Committee (CDTC) which is the Metropolitan Planning Organization (MPO) for the Capital District, for Professional Transportation Engineering and Planning Services. This agreement will be for a three year period beginning on April 1, 2021 through March 31, 2024. The cost per year is \$30,000.00 for a three year total of \$90,000.00.

The CDTC provides technical planning services regarding traffic impact studies and collects transportation related data. Each year CDTC provides the Department of Public Works with pavement ratings for the County's non-federal-aid roads which assist in selecting roads to be paved each year. CDTC will also provide The Department of Public Works with a Trail Loop Feasibility Study along State Farm Road and New Karner Rd. within Albany County.

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2415, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with Capital District Transportation Authority

Date: April 1, 2021
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):

Capital District Transportation Committee
1 Park Place
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$90,000.00
Scope of Services: Professional Transportation Engineering and Planning 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: D95020.4003

Appropriation Amount: \$30,000.00

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) 4/1/2021-3/31/2024

Length of Contract: 36 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)

We request the Legislature's approval to enter into an agreement with Capital District Transportation Authority (CDTA), acting on behalf of the Capital District Transportation Committee (CDTC) which is the Metropolitan Planning Organization (MPO) for the Capital District, for Professional Transportation Engineering and Planning Services. This agreement will be for a three year period beginning on April 1, 2021 through March 31, 2024. The cost per year is \$30,000.00 for a three year total of \$90,000.00.

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RESOLUTION NO. 89**AUTHORIZING AN AGREEMENT WITH THE CAPITAL DISTRICT
TRANSPORTATION AUTHORITY REGARDING PROFESSIONAL
TRANSPORTATION ENGINEERING AND PLANNING SERVICES**

Introduced: 3/12/18

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a three year agreement with the Capital District Transportation Authority regarding professional transportation engineering and planning services for the term commencing April 1, 2018 and ending March 31, 2021 in an amount not to exceed \$90,000, and

WHEREAS, The agreement provides the County with preliminary review of the traffic impact of proposed land development in the vicinity of the Albany County International Airport, including review and assistance with the airport area Final Generic Environmental Impact Statement (FGEIS) of findings, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three year agreement with the Capital District Transportation Authority regarding professional transportation engineering and planning services for the term commencing April 1, 2018 and ending March 31, 2021 in an amount not to exceed \$90,000, 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. 3/12/18