

County of Albany

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



Meeting Agenda

Tuesday, May 25, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH DEBRINO CAULKING ASSOCIATES, INC. REGARDING GENERAL CONSTRUCTION SERVICES TO ASSIST KONE ELEVATOR INSTALLATIONS AT THE TIMES UNION CENTER GARAGE
3. AUTHORIZING AGREEMENTS REGARDING THE PURCHASE OF PERMANENT EASEMENTS IN THE TOWN OF BERNE

County of Albany

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



Meeting Minutes

Tuesday, April 27, 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 A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: ASR HOSPITALITY, INC.

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

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

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

4. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: BALLISTIC SHRIMP, LLC

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

5. AMENDING RESOLUTION NO. 487 FOR 2020 REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

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

6. AMENDING RESOLUTION NO. 233 FOR 2019 REGARDING ENGINEERING AND CONSTRUCTION CONSULTING SERVICES FOR RENOVATIONS AT THE TIMES UNION CENTER

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

7. AUTHORIZING AN AGREEMENT WITH PATTERSON-STEVENS REGARDING THE PHASE II TIMES UNION CENTER PARKING GARAGE REMEDIATION

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

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

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

9. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF THREE HYUNDAI HL940A WHEEL LOADERS

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

10. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY

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

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

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

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

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



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 28, 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 DeBrino Caulking Assoc. Inc. in the amount not to exceed \$248,228.00. This contract is for General Construction services to assist Kone Elevator Installations for the Times Union Center Garage, further outlined in RFB #2021-054.

The Scope of Work consists of assisting Kone Elevator Inc. with the installation of temporary and permanent site safety structural systems as outlined in Kone Elevator's Site Safety Requirements.

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-2464, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with DeBrino Caulking Assoc. Inc.

Date: 4/28/2021
 Submitted By: David M. Latina
 Department: Department of 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):

DeBrino Caulking Assoc. Inc.
1304 Rte. 9
Castleton, New York 12033

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$248,228.00

Scope of Services: The Scope of Work consists of assisting Kone Elevator Inc. with the installation of temporary and permanent site safety structural systems as outlined in Kone Elevator's Site Safety Requirements.

Bond Res. No.: HKUY
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: NA
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Bond HKUY
Appropriation Amount: \$248,228.00

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 - 12/31/2022
Length of Contract: 18 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 General Services respectfully requests the approval of a contract with DeBrino Caulking Assoc. Inc. in the amount not to exceed \$248,228.00. This contract is for General Construction services to assist Kone Elevator Installations for the Times Union Center Garage, further outlined in RFB #2021-054.

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

| RFB-2021-054 Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations | | | |
|---|----------------------|----------------------|--|
| | DeBrino | Murnane | |
| Bid Security | Bond | Bond | |
| General Construction Lump Sum Base Bid | \$ 215,850.00 | \$ 360,000.00 | |
| 15% Contingency | \$ 32,377.50 | \$ 54,000.00 | |
| Total Base Bid | \$ 248,227.50 | \$ 414,000.00 | |

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations**
 Bid Number: **2021-054**

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 |
|-----------|------------|
| 4/22/2021 | Addendum 1 |

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

Richard Farnan

Rfarnan@debrino.com

Phone: 518-732-7234

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations**
 Bid Number: **2021-054**

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. Base Bid work shall carry a 15% 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.

| | |
|---|--|
| <p><u>GENERAL CONSTRUCTION</u> Lump Sum Base Bid</p> <p style="text-align: right;">(Price in Words):</p> <p style="text-align: right;">(Price in Numbers):</p> | <p>Two Hundred Fifteen Thousand Eight Hundred</p> <hr/> <p>Fifty Dollars</p> <hr/> <p>\$ 215,850.00</p> <hr/> |
| <p>15% Contingency Allowance</p> | <p>\$ 32,377.50</p> <hr/> |
| <p>TOTAL BID (Base Bid + Contingency Allowance)</p> <p style="text-align: right;">(Price in Words):</p> <p style="text-align: right;">(Price in Numbers):</p> | <p>Two Hundred Forty Eight Thousand Two Hundred</p> <hr/> <p>Twenty Seven Dollars & fifty cents</p> <hr/> <p>\$ 248,227.50</p> <hr/> |

BF3

COMPANY: DeBrino Caulking Assoc. Inc.

ADDRESS: 1304 Rte. 9

CITY, STATE, ZIP: Castleton, New York 12033

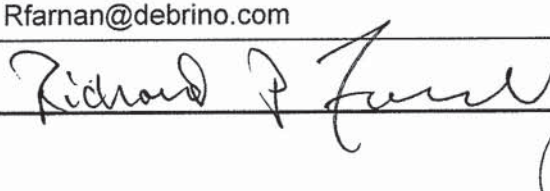
TEL. NO.: 518-732-7234

FAX NO.: 518-732-1306

FEDERAL TAX ID NO.: 14-1588127

REPRESENTATIVE: Richard Farnan

E-MAIL: Rfarnan@debrino.com

SIGNATURE AND TITLE 

DATE April 27, 2021

BF4

ATTACHMENT "A"

XXXXX

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.

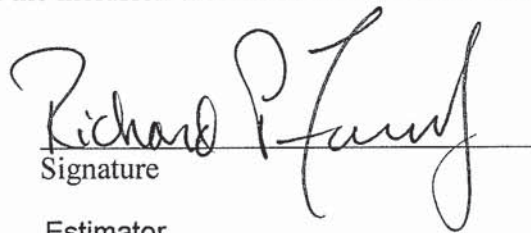
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Estimator

Title

DeBrino Caulking Assoc. Inc.

Company Name

April 27, 2021
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

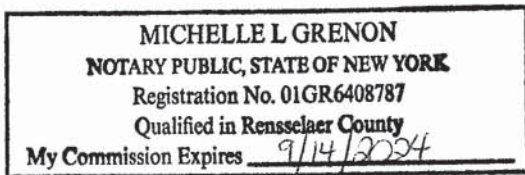
On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

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

If Corporation:

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

On this 27 day of April, 20021, before me personally appeared Richard Farnan to me known, who, being by me sworn, did say that he resides at (give address) Nassau, NY; that he is the (give title) Estimator of the (name of corporation) DeBrino Caulking Assoc. 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.



Michelle L Grenon
Notary Public, State of New York
Qualified in Rensselaer
Commission Expires 9/14/2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

XXXXXX

| | | | |
|--|-----------------|---|-------------------------------|
| 1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR | | | |
| 2. VENDOR'S LEGAL BUSINESS NAME DeBrino Caulking Assoc. Inc. | | 3. IDENTIFICATION NUMBERS a) FEIN # 14-1588127 b) DUNS # | |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: | | 5. WEBSITE ADDRESS (if applicable) | |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1304 Rte. 9 Castleton, New York 12033 | | 7. TELEPHONE NUMBER 518-732-7234 | 8. FAX NUMBER 518-732-1306 |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> S/A | | 10. TELEPHONE NUMBER | 11. FAX NUMBER |
| 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Richard Farnan Title Estimator Telephone Number 518-732-7234 Fax Number 518-732-1306 e-mail Rfarnan@debrino.com | | | |
| 13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. | | | |
| a) NAME Lewis P. Houghtaling III | TITLE President | b) NAME | TITLE |
| c) NAME | TITLE | d) NAME | TITLE |
| A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER. | | | |
| 14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. | | <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> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>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;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>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;</p> <p>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</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| 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?</p> <p>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> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| 18. | <p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>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></p> <p>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></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| 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?</p> <p>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> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| 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> | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : Yes No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

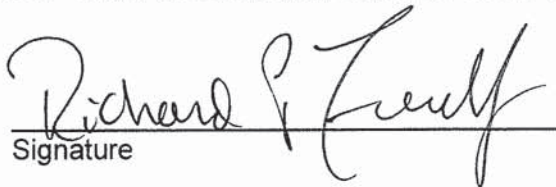
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

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

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

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Estimator

Title

DeBrino Caulking Assoc. Inc.

Company Name

April 27, 2021

Date

ATTACHMENT "E"

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

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

Name of Third Party Entity: Department of Environmental Conservation

Address: 625 Broadway Albany NY 12233

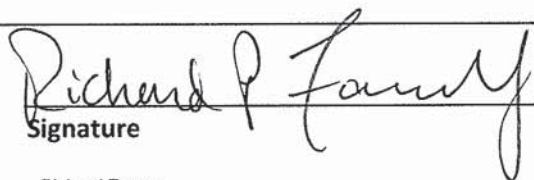
Phone Number(s): 518-402-8013

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

N/A

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

Times Union Parking Garage


Signature

Richard Farnan

Printed Name

Estimator

Title

April 27, 2021

Date

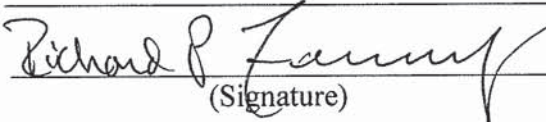
XXXXXXXX

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: RFB-2021-054 TU Garage elevators General Construction to Assist Elevator Install

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: DeBrino Caulking Assoc. Inc.

By: 
(Signature)

Richard Farnan
(Typed)

Title: Estimator

Date: April 27, 2021



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 28, 2021

Re: Request for Bids #2021-054
TUC Parking Garage Elevators:
General Construction Services to Assist Kone Elevator Installations

I have reviewed the bids received for the General Construction Services to Assist Kone Elevator Installations for the Times Union Center Garage and recommend awarding the contract to DeBrino Caulking Assoc. Inc. as the low bidder for the amount not to exceed \$248,228.00.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Karen Storm *KAS*
Purchasing Agent

DATE: April 28, 2021

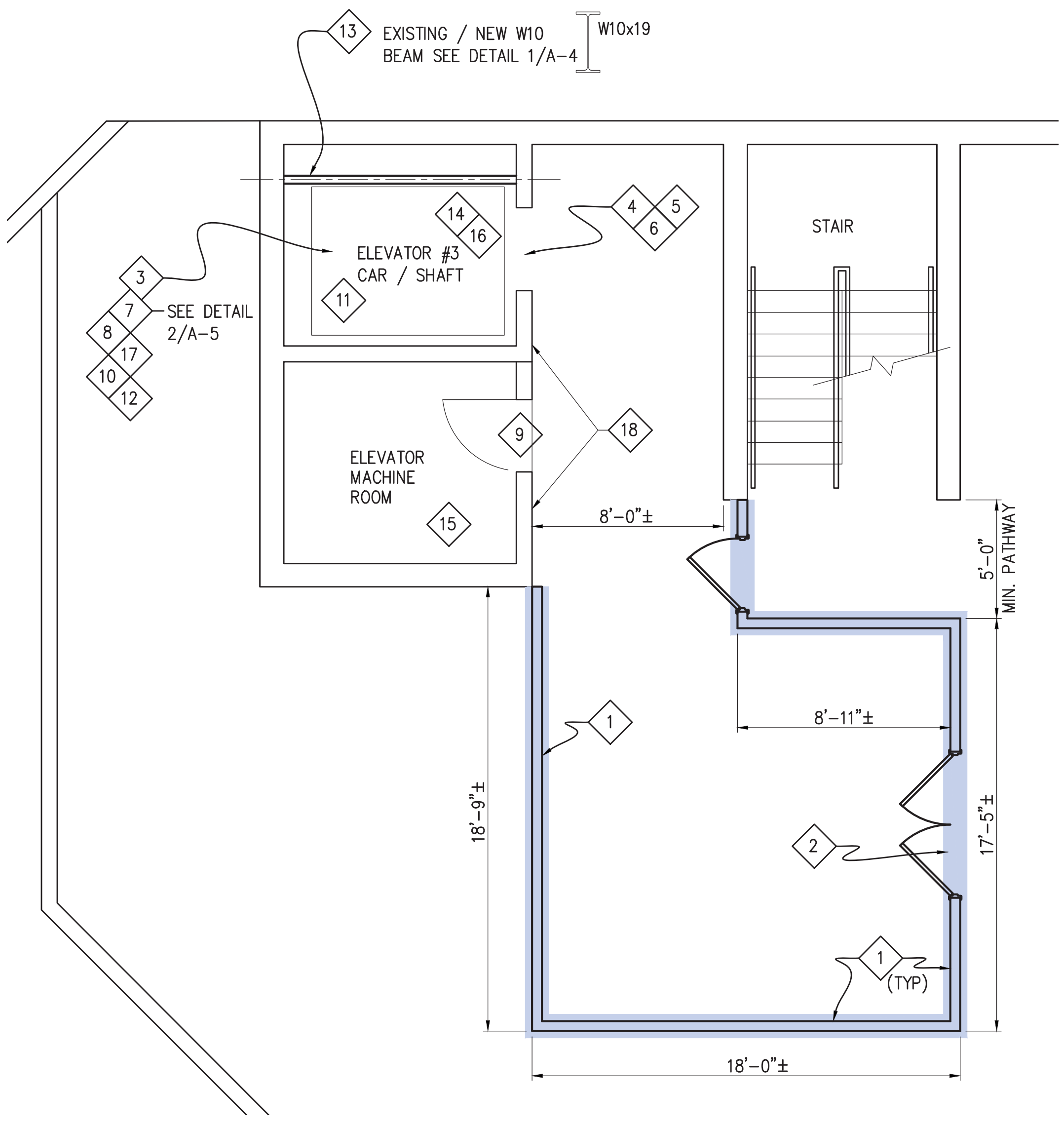
RE: RFB/#2021-054 TUC Parking Garage Elevators General Construction Services to Assist Kone Elevator Installations.

I am in receipt of your recommendation to award the aforementioned Request for Bids#2021-054 to DeBrino Caulking in the amount of \$248,228.00.

As DeBrino Caulking 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.

Albany County Facilities Engineering - C:\Users\jaddar\OneDrive\Temp\TUC_Garage_Elevator_Renovation.dwg [Level_1_2_Notes_A1] April 15, 2021 - 1:20pm caddario



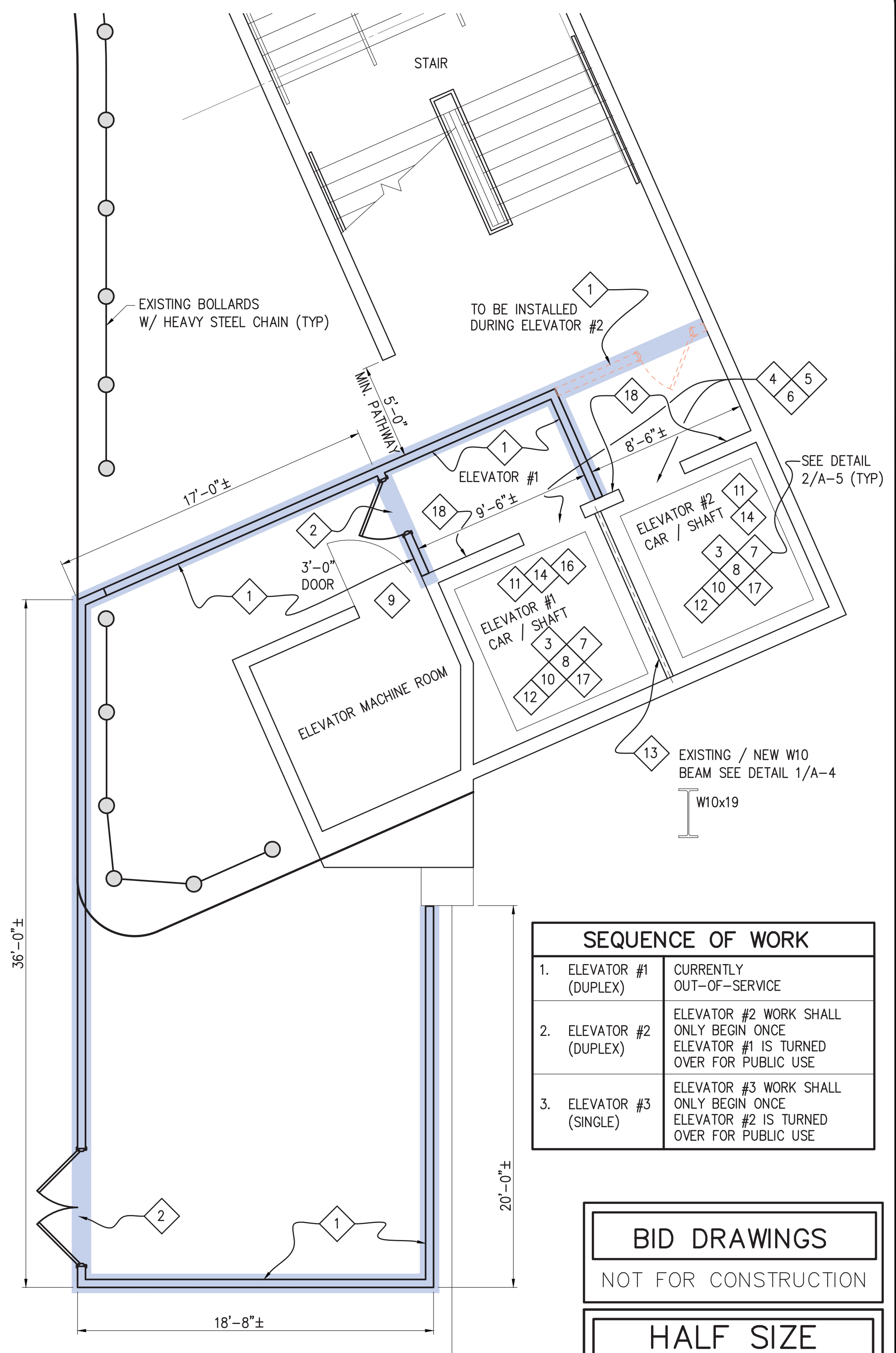
ELEVATOR #3 : LEVEL 2
 1/4"=1'-0"

GENERAL NOTES :

- REFER TO "KONE ELEVATOR SITE SAFETY REQUIREMENTS GUIDE FOR GENERAL CONTRACTOR" FOR ADDITIONAL INFORMATION NOT SHOWN ON DRAWINGS.
- GENERAL CONTRACTOR SHALL ASSIST KONE ELEVATOR AS NOTED IN GUIDE AND AS NOTED ON DRAWINGS.
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CONSTRUCTION KEY NOTES :

- GC TO SUPPLY AND INSTALL FIRE RATED, FLAME RESISTANT LUMBER. 2x4" STUD AND PLYWOOD SHEATHING BARRICADE WALLS, BUILT TO BOTTOM OF EXISTING CEILING PER LAYOUT/LIMITS SHOWN. 2x4" STUDS SPACED 16" O.C. W/ PAINTED 5/8" CDX PLYWOOD SHEATHING. GC TO DISMANTLE AND REMOVE UPON ELEVATOR SUBSTANTIAL COMPLETION AND/OR DIRECTION FROM KONE ELEVATOR
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- KONE SUPPLIED HOIST BEAM AND TUBE STEEL LIFELINE SUPPORT RAILS ANCHORED TO PRE-CAST SHAFT WALLS. SEE DETAIL 2/A-5 FOR FURTHER INFORMATION.
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ELEVATOR #1 & #2 : LEVELS 2 THRU 5
 1/4"=1'-0"

| SEQUENCE OF WORK | |
|-------------------------|--|
| 1. ELEVATOR #1 (DUPLEX) | CURRENTLY OUT-OF-SERVICE |
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| 3. ELEVATOR #3 (SINGLE) | ELEVATOR #3 WORK SHALL ONLY BEGIN ONCE ELEVATOR #2 IS TURNED OVER FOR PUBLIC USE |

BID DRAWINGS
 NOT FOR CONSTRUCTION

HALF SIZE
 REPRODUCTIONS OF RECORD PLANS

| REV. # | DATE | BY | REMARKS | REV. # | DATE | BY | REMARKS |
|--------|------|----|---------|--------|------|----|---------|
| | | | | | | | |

WARNING : It is a violation of the New York State Education Law for any person, unless acting under the direction of a Licensed Professional Engineer, to alter in any way, any plans, specifications, plots or reports to which the seal of a Professional Engineer has been applied.

County of Albany
Department of General Services
Division of Facilities Engineering

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 518-447-7210

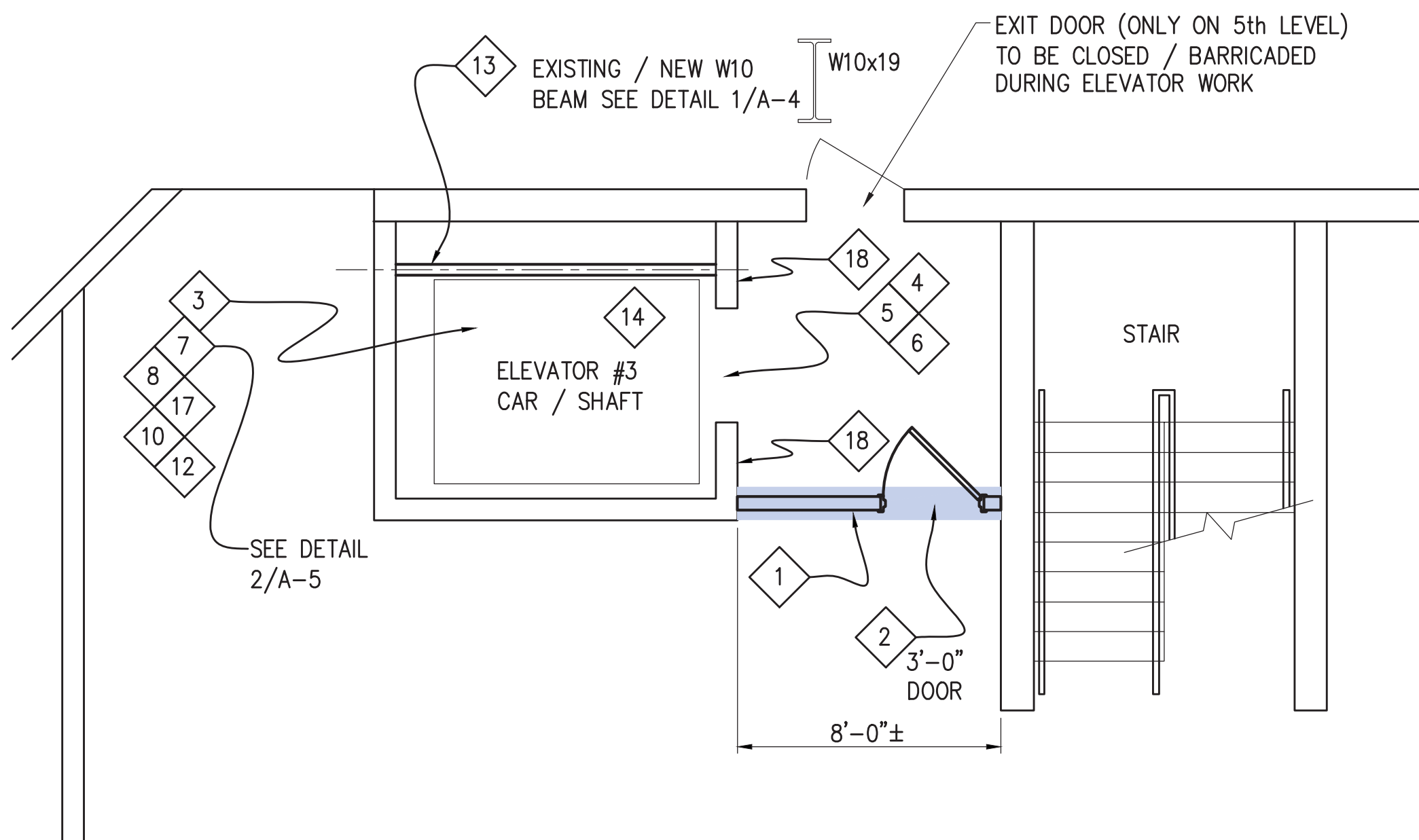
TIMES UNION CENTER GARAGE ELEVATORS PROJECT
GC TO ASSIST KONE ELEVATOR INSTALLATION
ELEVATORS PLAN : LEVEL 1 & LEVEL 2 & KEY NOTES

| | |
|-----------------|-------------------------------|
| APPROVED BY: MM | SCALE: AS SHOWN |
| DESIGNED BY: DA | DATE: APRIL 2021 |
| DRAWN BY: DA | PROJ. I.D. NO.: RFB# 2021-054 |

DRAWING NUMBER : **AI**

CONSTRUCTION KEY NOTES :

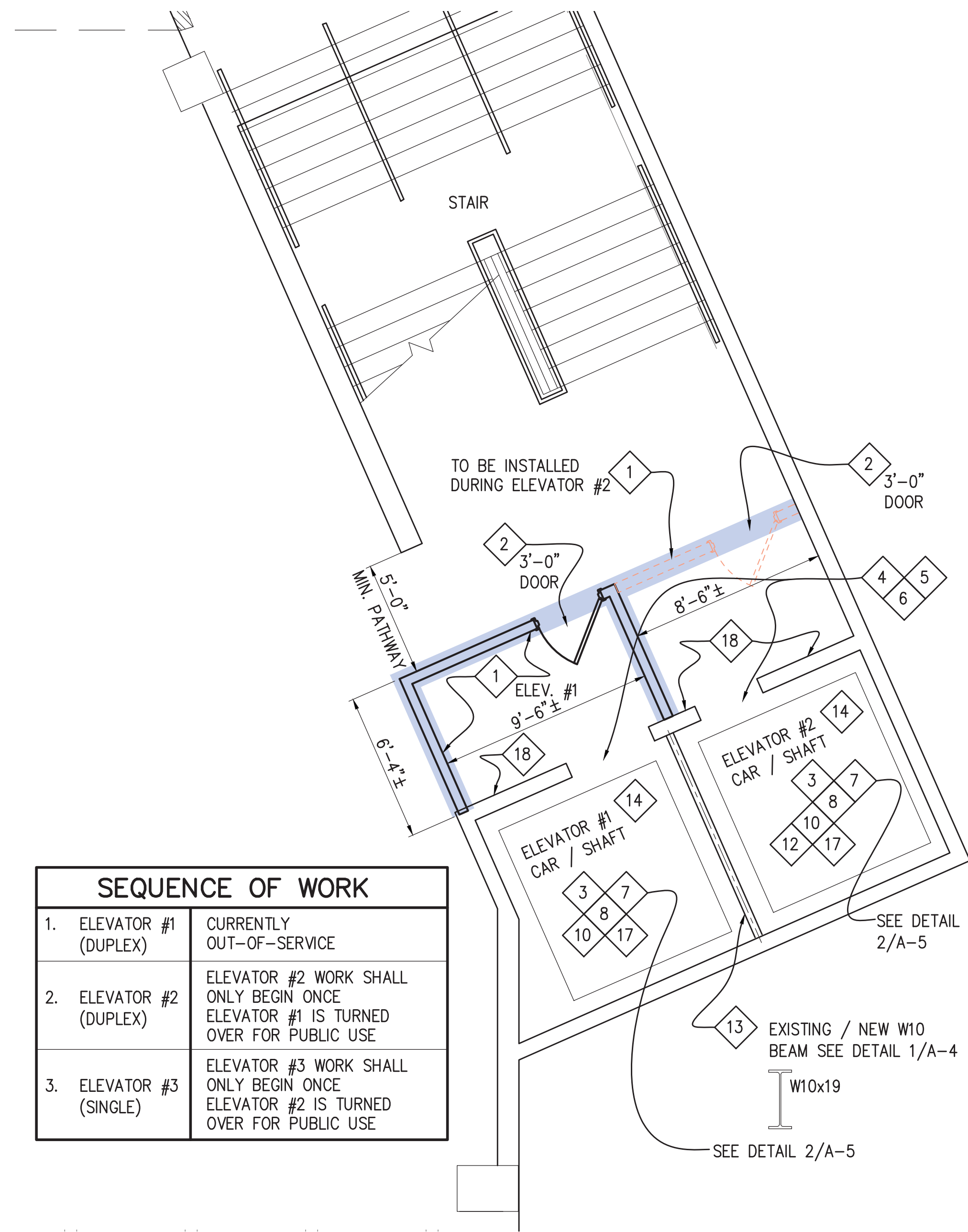
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ELEVATOR #3 : LEVELS 3 THRU 5
1/4"=1'-0"

GENERAL NOTES :

1. REFER TO "KONE ELEVATOR SITE SAFETY REQUIREMENTS GUIDE FOR GENERAL CONTRACTOR" FOR ADDITIONAL INFORMATION NOT SHOWN ON DRAWINGS.
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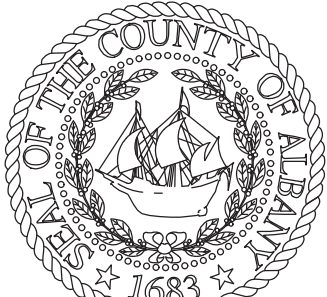
| SEQUENCE OF WORK | |
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BID DRAWINGS
NOT FOR CONSTRUCTION

HALF SIZE
REPRODUCTIONS OF
RECORD PLANS

| REV. # | DATE | BY | REMARKS | REV. # | DATE | BY | REMARKS |
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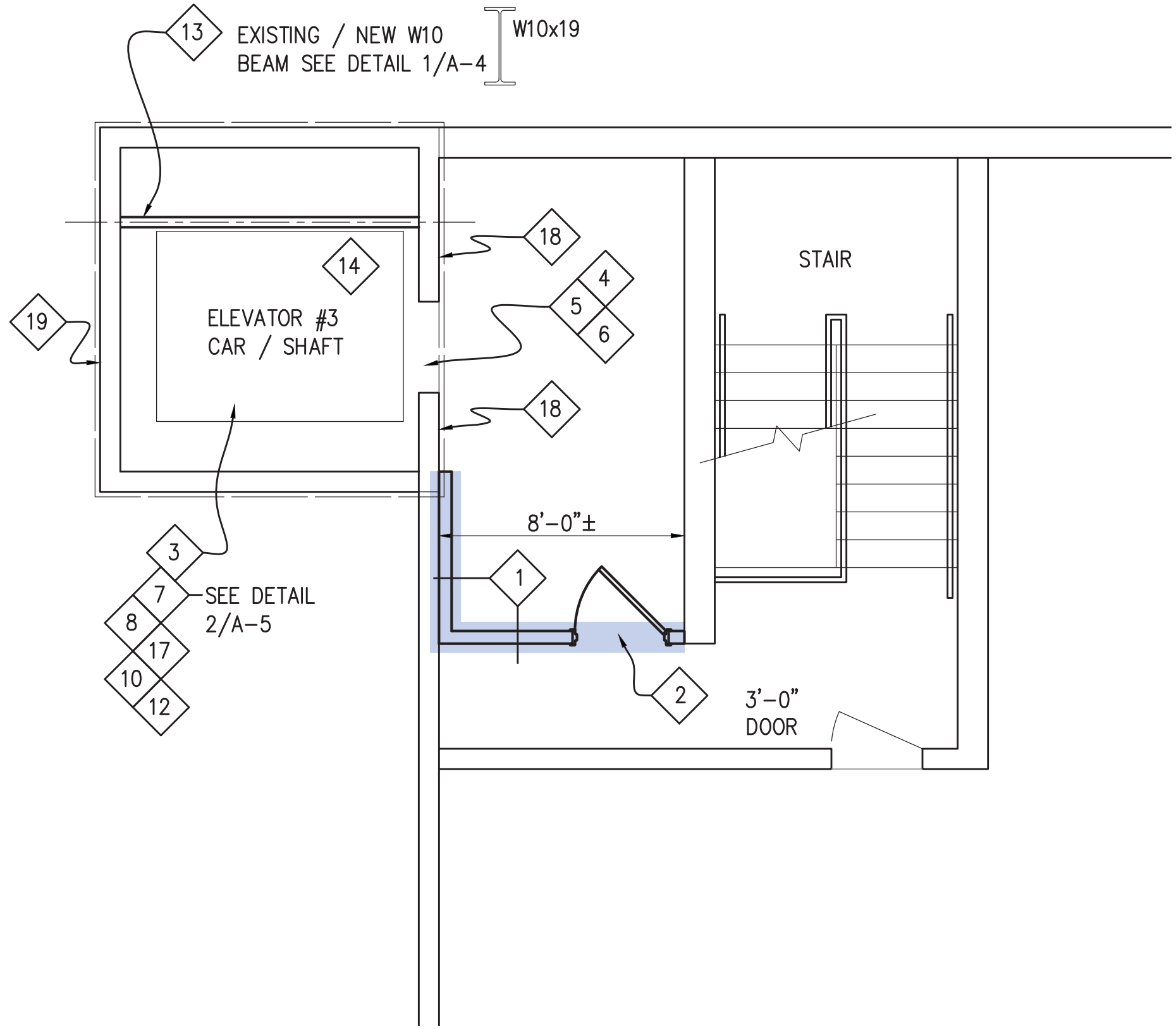
WARNING : It is a violation of the New York State Education Law for any person, unless acting under the direction of a Licensed Professional Engineer, to alter in any way, any plans, specifications, plots or reports to which the seal of a Professional Engineer has been applied.


County of Albany
Department of General Services
Division of Facilities Engineering
 112 STATE STREET • ALBANY, NEW YORK • 12207
 518-447-7210

| | |
|--|-------------------------------|
| TIMES UNION CENTER GARAGE ELEVATORS PROJECT GC TO ASSIST KONE ELEVATOR INSTALLATION ELEVATORS PLAN : LEVELS 2 THRU 5 & KEY NOTES | |
| APPROVED BY: MM | SCALE: AS SHOWN |
| DESIGNED BY: DA | DATE: APRIL 2021 |
| DRAWN BY: DA | PROJ. I.D. NO.: RFB# 2021-054 |

DRAWING NUMBER :
A2

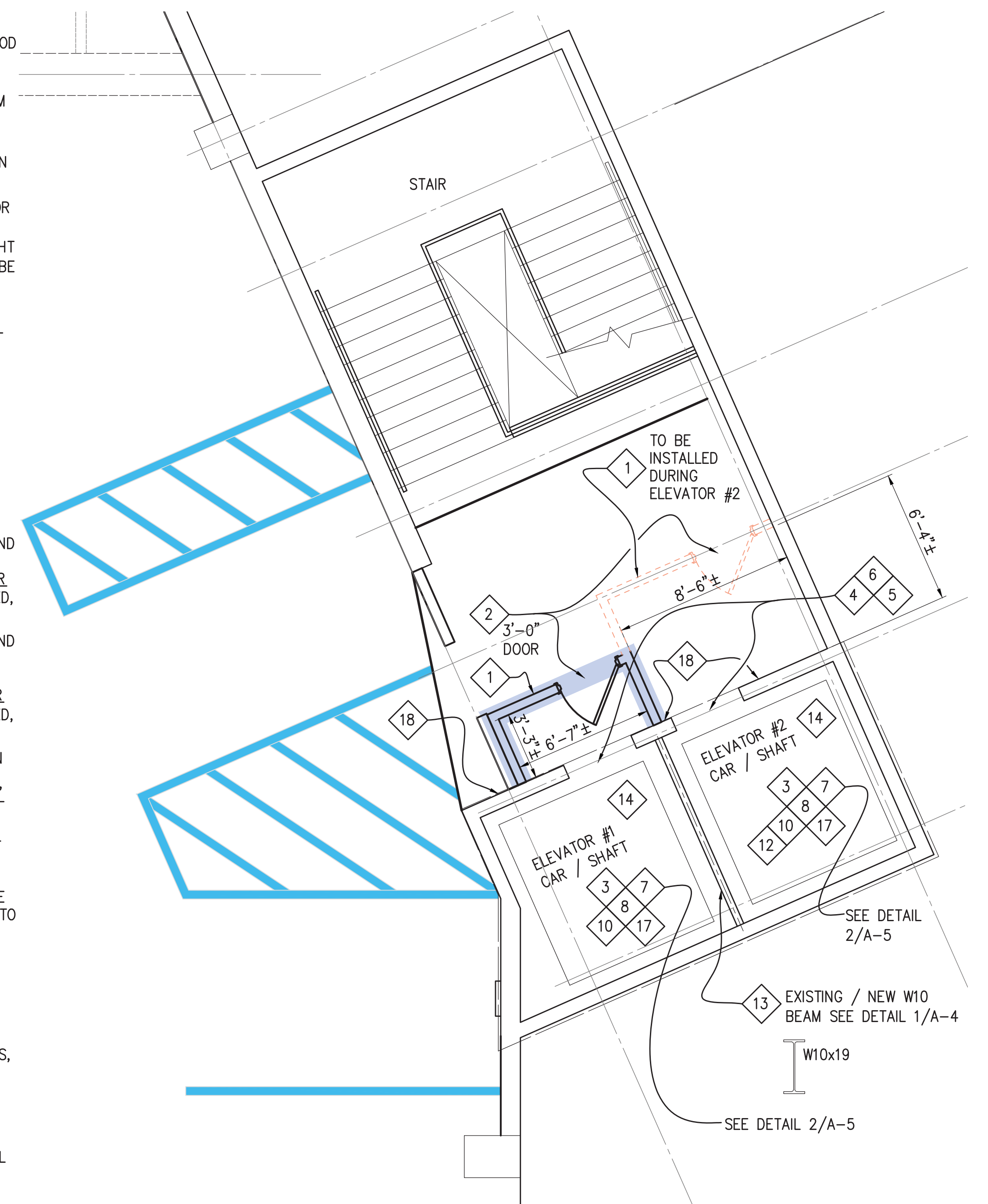
Albany County Facilities Engineering - C:\Users\daddar-1\ALB\MapData\Local\Temp\Garage_Elevator_Renovation.dwg [Level_2 thru_5_Notes_A2] April 15, 2021 - 1:20pm daddar



ELEVATOR #3 : LEVEL 6
 1/4" = 1'-0"

CONSTRUCTION KEY NOTES :

1. GC TO SUPPLY AND INSTALL FIRE RATED, FLAME RESISTANT LUMBER. 2x4" STUD AND PLYWOOD SHEATHING BARRICADE WALLS, BUILT TO BOTTOM OF EXISTING CEILING PER LAYOUT/LIMITS SHOWN. 2x4" STUDS SPACED 16" O.C. W/ PAINTED 5/8" CDX PLYWOOD SHEATHING. GC TO DISMANTLE AND REMOVE UPON ELEVATOR SUBSTANTIAL COMPLETION AND/OR DIRECTION FROM KONE ELEVATOR
2. GC TO SUPPLY AND INSTALL HINGED LOCKABLE DOOR, 6 FT OPENING AT GROUND LEVEL AND 3 FOOT OPENING AT ALL REMAINING LEVELS AS NOTED. GC TO DISMANTLE AND REMOVE UPON ELEVATOR SUBSTANTIAL COMPLETION AND/OR DIRECTION FROM KONE ELEVATOR.
3. GC TO SUPPLY AND INSTALL STEEL SCAFFOLDING, FULL ELEVATOR SHAFT HEIGHT (60ft.±) FOR GC TO PERFORM VARIOUS TASKS/WORK WITHIN THE SHAFT AS REQUIRED BY KONE; INSTALL NEW STEEL W10x19 RAIL ATTACHMENT BEAMS (CENTER BEAM @ DUPLEX ELEVATORS AND RIGHT SIDE @ SINGLE ELEVATOR), INSTALL KONE PROVIDED HOISTBEAM, INSTALL KONE PROVIDED TUBE STEEL LIFELINE BEAM AND SHAFT REPAIRS (MASONRY PATCHING AND/OR PROTRUSION REMOVALS). REFER TO "KONE TIMES UNION PARKING GARAGE DUPLEX ELEVATORS #1 & #2, PAGES 1-31 DATED 11/9/2020 AND SINGLE ELEVATOR #3, PAGES 1-19 DATED 11/10/2020". FOR FURTHER INFORMATION, ELEVATOR DIMENSIONS, ATTACHMENT DETAILS, ETC. GC TO DISMANTLE AND REMOVE SCAFFOLDING ONCE SHAFT WORK IS COMPLETE. KONE TO INSPECT AND APPROVE SHAFT WORK PRIOR TO REMOVING SCAFFOLDING.
4. GC SHALL REMOVE EXISTING ELEVATOR STEEL DOOR-BUCK FRAMES AND THRESHOLDS. GC SHALL ALSO REMOVE PERIMETER GROUT ENTRANCE WALL BACK TO LIMITS OF PRE-CAST SHAFT, REFER TO "KONE ELEVATOR SITE SAFETY REQUIREMENTS, GUIDE FOR GENERAL CONTRACTORS" FOR FURTHER DESCRIPTION / INFORMATION. GC TO INSTALL NON-SHRINK GROUT WITHIN/SURROUNDING NEW ELEVATOR DOOR FRAME AND POUR NEW CONCRETE ELEVATOR THRESHOLDS UPON ELEVATOR SUBSTANTIAL COMPLETION AND/OR DIRECTION FROM KONE ELEVATOR. ALL WORK NOTED, TYPICAL EACH ELEVATOR LANDING.
5. ONCE GC HAS REMOVED EXISTING ENTRANCE DOOR FRAME AND GROUT, GC SHALL SUPPLY AND INSTALL FREE-STANDING, REMOVABLE 3-RAIL BARRIER ACROSS HOISTWAY OPENING; TOE BOARD, MID & TOP RAIL. REFER TO "KONE ELEVATOR SITE SAFETY REQUIREMENTS, GUIDE FOR GENERAL CONTRACTORS" PAGE 8 FOR FURTHER DESCRIPTION/ INFORMATION. ALL WORK NOTED, TYPICAL EACH ELEVATOR LANDING
6. ONCE GC HAS REMOVED EXISTING ENTRANCE DOOR FRAME AND GROUT, GC SHALL SUPPLY AND INSTALL FULL COVERING HOISTWAY ENTRY PROTECTION, CONSISTING OF NYLON MESH OR REINFORCED PLASTIC, TO PREVENT MATERIAL FROM FALLING INTO SHAFT DURING KONE ELEVATOR INSTALLATION. REFER TO "KONE ELEVATOR SITE SAFETY REQUIREMENTS, GUIDE FOR GENERAL CONTRACTORS" PAGE 9 FOR FURTHER DESCRIPTION/ INFORMATION. ALL WORK NOTED, TYPICAL EACH ELEVATOR LANDING.
7. GC SHALL INSTALL KONE PROVIDED HOISTBEAM AND TUBE STEEL LIFELINE BEAM MOUNTED ON NEW STEEL SUPPORT RAILS ANCHORED TO PRE-CAST WALLS AT TOP OF ELEVATOR SHAFT. REFER TO "KONE ELEVATOR SITE SAFETY REQUIREMENTS, GUIDE FOR GENERAL CONTRACTORS" PAGES 10-14 FOR FURTHER DESCRIPTION / INFORMATION AND "KONE TIMES UNION PARKING GARAGE DUPLEX ELEVATORS #1 & #2 PAGES 1-31 DATED 11/9/2020 AND SINGLE ELEVATOR #3, PAGES 1-19 DATED 11/10/2020" FOR DIMENSIONING, LOCATION AND INSTALLATION INSTRUCTIONS.
8. GC SHALL CLEAN ELEVATOR PIT; REMOVE ALL DEBRIS AND MISCELLANEOUS ITEMS ONCE KONE REMOVES EXISTING ELEVATOR. GC TO CAREFULLY REMOVE EXISTING PIT LADDER, TURN OVER TO KONE FOR RE-USE AND FUTURE INSTALLATION BY KONE ELEVATOR.
9. GC SHALL REMOVE AND LEGALLY DISPOSE EXISTING MACHINE ROOM DOOR AND FRAME, GC SHALL SUPPLY AND INSTALL NEW FIRE-RATED FRP DOOR AND FRAME TO MATCH EXISTING OPENING. FRP-DOOR BY SPECIAL-LITE (OR APPROVED EQUAL) SL-FR SERIES FIRE-RATED, PEBBLE GRAIN FACE SHEET, SS DOOR HARDWARE, SS CONTINUOUS DOOR HINGE, SS KICK PLATE. BTM DOOR LOUVER, CLOSER, WEATHER-STRIPPING, THRESHOLD, ETC.
10. GC TO PATCH ALL PRE-CAST SHAFT WALL OPENINGS DUE TO REMOVED ELECTRICAL CONDUITS, UNUSED PENETRATIONS, MISC. HOLES, ETC. ALL SHAFT AND PIT WALLS.
11. GC TO SUPPLY AND INSTALL METAL PLATE OVER EXISTING ABANDONED ELEVATOR HYDRAULIC CYLINDER OPENING AT BASE OF THE ELEVATOR PIT.
12. GC SHALL REMOVE ALL OFFSETS, LEDGES OR PROJECTIONS WITHIN THE ELEVATOR HOISTWAY GREATER THAN 4" OR TAPER PROJECTION TO NOT LESS THAN 75 DEGREES. GC SHALL INSTALL NON-SHRINK GROUT CANT TAPER ALONG EXISTING FDN AND SHAFT WALL TRANSITION AT ELEVATOR #3
13. NEW W10x19 STEEL BEAMS FOR ELEVATOR RAIL ATTACHMENTS. SEE DETAIL 1/A-4 FOR FURTHER INFORMATION. GC SHALL SUPPLY AND INSTALL (8) NEW CENTER BEAMS AT DUPLEX ELEVATORS #1 & #2 AND REMOVE AND REPLACE (3) RIGHT SIDE BEAMS AND SUPPLY AND INSTALL AN ADDITIONAL (5) RIGHT SIDE BEAMS AT SINGLE ELEVATOR #3.
14. KONE SUPPLIED HOIST BEAM AND TUBE STEEL LIFELINE SUPPORT RAILS ANCHORED TO PRE-CAST SHAFT WALLS. SEE DETAIL 2/A-5 FOR FURTHER INFORMATION.
15. GC SHALL PROVIDE CORE DRILL PENETRATIONS ((3)-1" DIA.) AND RECTANGULAR OPENING (12"x16") IN PRE-CAST MACHINE ROOM WALL FOR MC, AT SINGLE ELEVATOR #3 MACHINE ROOM.
16. REMOVE AND LEGALLY DISPOSE EXISTING SUMP PUMP. GC SHALL SUPPLY AND INSTALL NEW SUMP PUMP TO MATCH EXISTING SIZE, HP, CONFIGURATION, ETC
17. UPON COMPLETION OF ELEVATOR CAB BY KONE, GC SHALL SUPPLY AND INSTALL NEW CAB FLOORING, BY GERFLOR, GTI MAX OR APPROVED EQUAL.
18. GC SHALL PAINT EXISTING PRE-CAST WALLS ALONG FRONT FACE OF ELEVATORS.
19. GC SHALL COVER PORTION OF EXISTING SHAFT LOUVER AND PROVIDE DEFLECTOR ROOF CAP AT ELEVATOR #3.



ELEVATORS #1 & #2 : LEVEL 6
 1/4" = 1'-0"

GENERAL NOTES :

1. REFER TO "KONE ELEVATOR SITE SAFETY REQUIREMENTS GUIDE FOR GENERAL CONTRACTOR" FOR ADDITIONAL INFORMATION NOT SHOWN ON DRAWINGS.
2. GENERAL CONTRACTOR SHALL ASSIST KONE ELEVATOR AS NOTED IN GUIDE AND AS NOTED ON DRAWINGS.
3. REFER TO "KONE TIMES UNION PARKING GARAGE DUPLEX ELEVATORS #1 & #2 PGS 1-31 DATED 11/9/2020 AND SINGLE ELEVATOR #3, PGS 1-19 DATED 11/10/2020". FOR FURTHER INFORMATION, ELEVATOR DIMENSIONS ATTACHMENTS DETAILS, ETC.

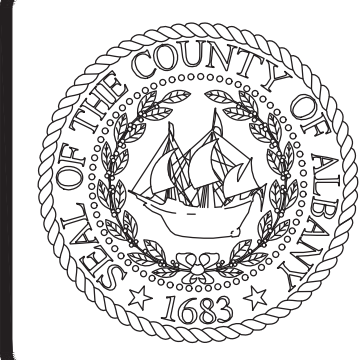
| SEQUENCE OF WORK | |
|-------------------------|--|
| 1. ELEVATOR #1 (DUPLEX) | CURRENTLY OUT-OF-SERVICE |
| 2. ELEVATOR #2 (DUPLEX) | ELEVATOR #2 WORK SHALL ONLY BEGIN ONCE ELEVATOR #1 IS TURNED OVER FOR PUBLIC USE |
| 3. ELEVATOR #3 (SINGLE) | ELEVATOR #3 WORK SHALL ONLY BEGIN ONCE ELEVATOR #2 IS TURNED OVER FOR PUBLIC USE |

BID DRAWINGS
 NOT FOR CONSTRUCTION

HALF SIZE
 REPRODUCTIONS OF RECORD PLANS

| REV. # | DATE | BY | REMARKS | REV. # | DATE | BY | REMARKS |
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WARNING : It is a violation of the New York State Education Law for any person, unless acting under the direction of a Licensed Professional Engineer, to alter in any way, any plans, specifications, plots or reports to which the seal of a Professional Engineer has been applied.

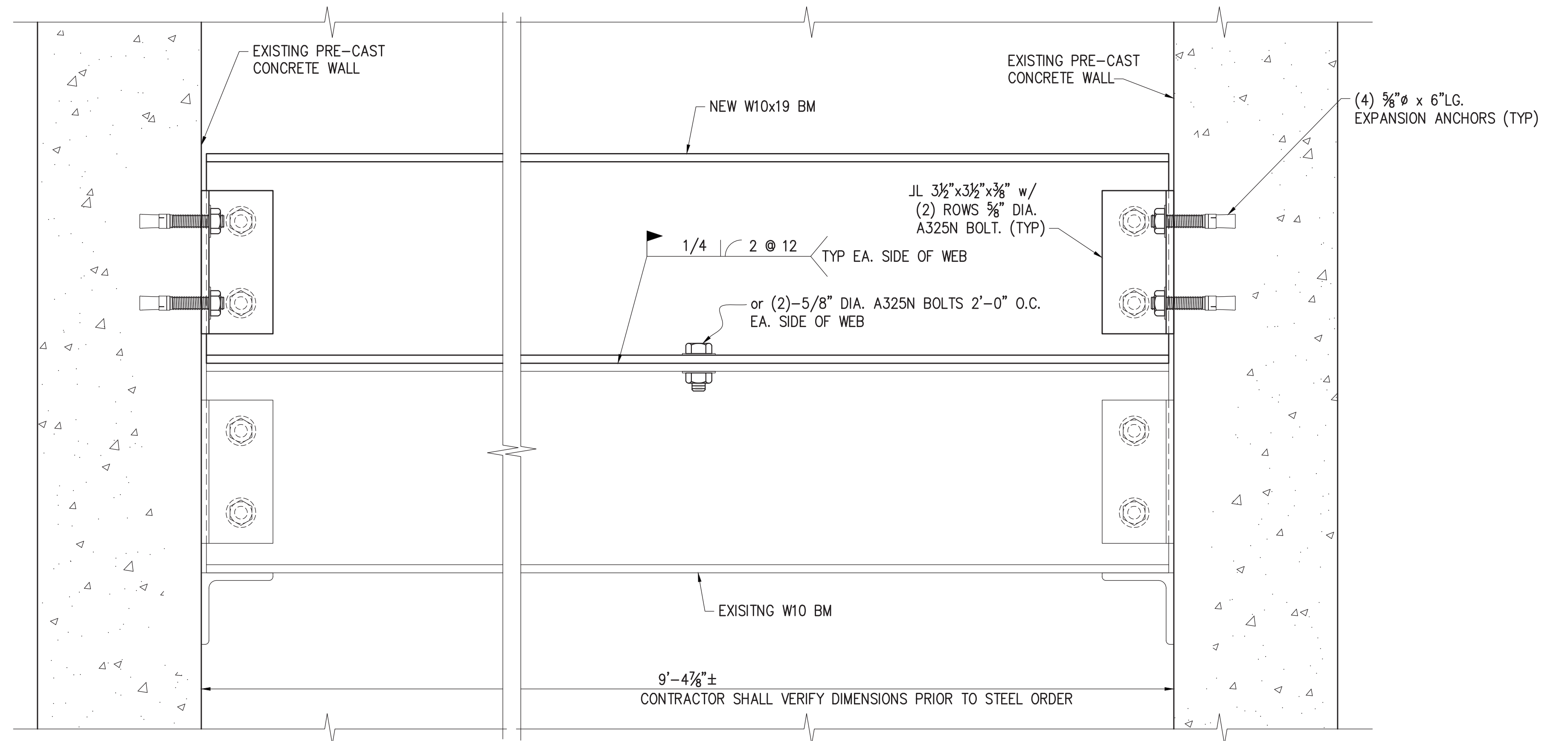


County of Albany
Department of General Services
Division of Facilities Engineering

112 STATE STREET • ALBANY, NEW YORK • 12207
 518-447-7210

| TIMES UNION CENTER GARAGE ELEVATORS PROJECT GC TO ASSIST KONE ELEVATOR INSTALLATION ELEVATORS PLAN : LEVEL 6 & KEY NOTES | | | |
|--|----|-----------------|---------------|
| APPROVED BY: | MM | SCALE: | AS SHOWN |
| DESIGNED BY: | DA | DATE: | APRIL 2021 |
| DRAWN BY: | DA | PROJ. I.D. NO.: | RFB# 2021-054 |

DRAWING NUMBER :
A3



1 NEW ELEVATOR RAIL ATTACHMENT BEAMS
A4 3"=1'-0"

CONSTRUCTION NOTES :

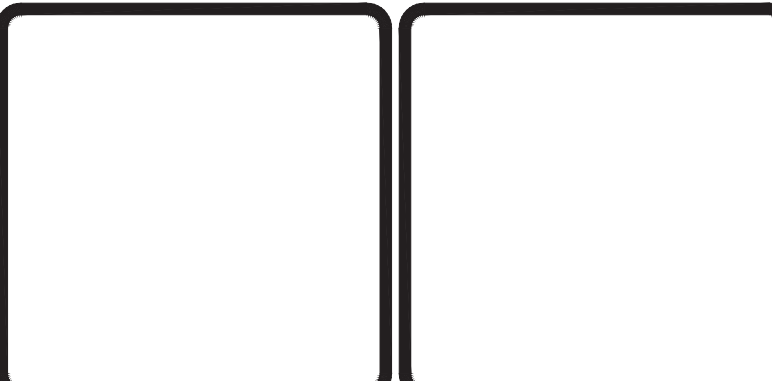
1. GC SHALL INSTALL (8) NEW CENTER RAIL ATTACHMENT BEAMS AS SHOWN WITHIN DUPLEX ELEVATOR SHAFT (ELEVATORS #1 & #2)
2. GC SHALL INSTALL (5) NEW RIGHT SIDE RAIL ATTACHMENT BEAMS AS SHOWN WITHIN SINGLE ELEVATOR (ELEVATOR #3) AND REMOVE AND REPLACE BOTTOM (3) RIGHT SIDE RAIL ATTACHMENT BEAMS. TOTAL (8) NEW BEAMS IN SINGLE ELEVATOR SHAFT (ELEVATOR #3)
3. GC SHALL COORDINATE EXACT BEAM LOCATION WITH KONE PRIOR TO INSTALLATION
4. CONTRACTOR SHALL VERIFY STEEL BEAM DIMENSIONS PRIOR TO PLACING STEEL ORDER.
5. STRUCTURAL STEEL; ASTM A992, GRADE 50 OR ASTM A572, GRADE 50.
6. PAINT STEEL: PROVIDE MINIMUM OF ONE-COAT SHOP-APPLIED PAINT SYSTEM COMPLYING WITH SSPC PAINT SYSTEM GUIDE No. 7.00.

BID DRAWINGS
NOT FOR CONSTRUCTION

HALF SIZE
REPRODUCTIONS OF
RECORD PLANS

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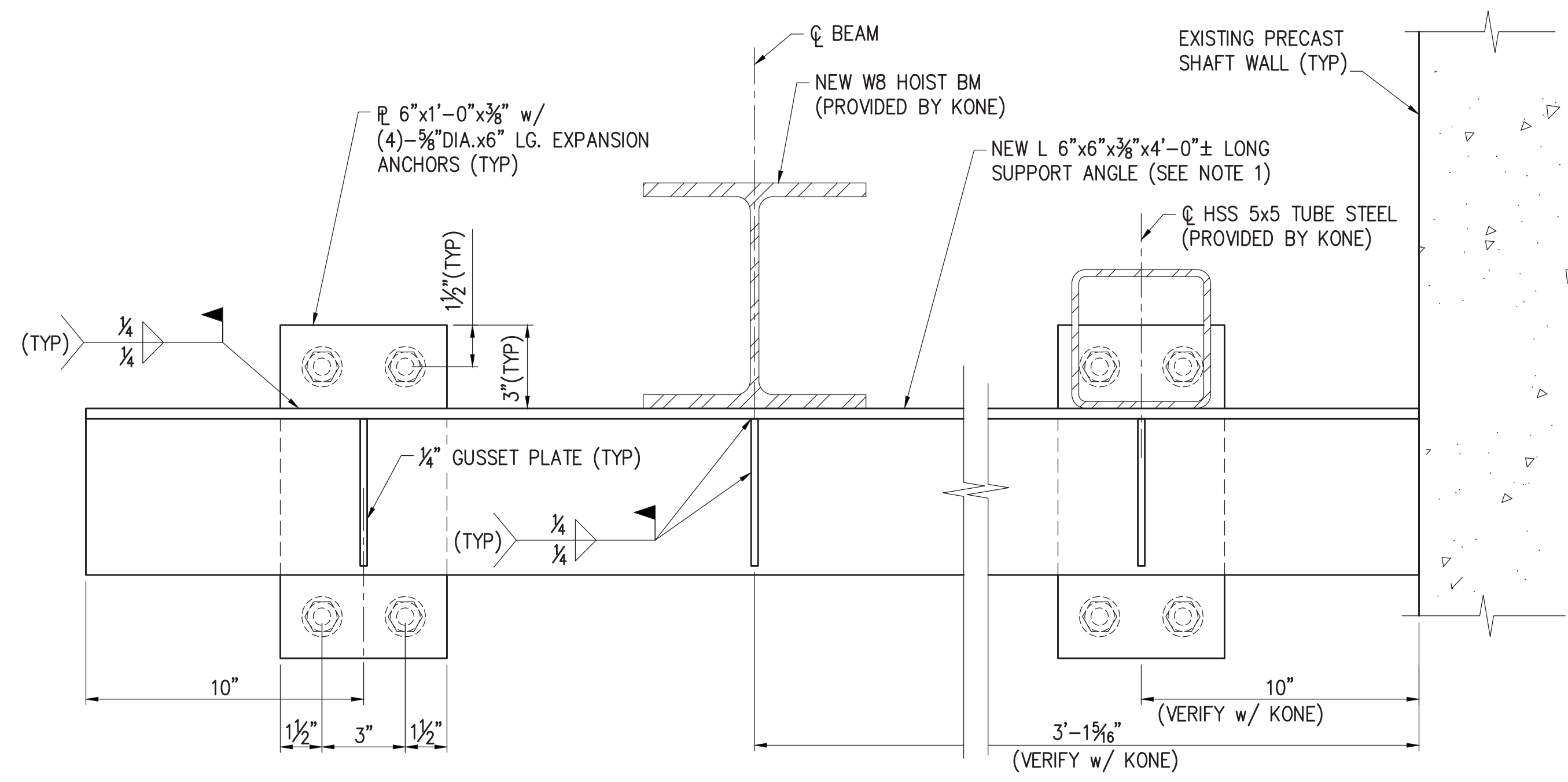


County of Albany
Department of General Services
Division of Facilities Engineering

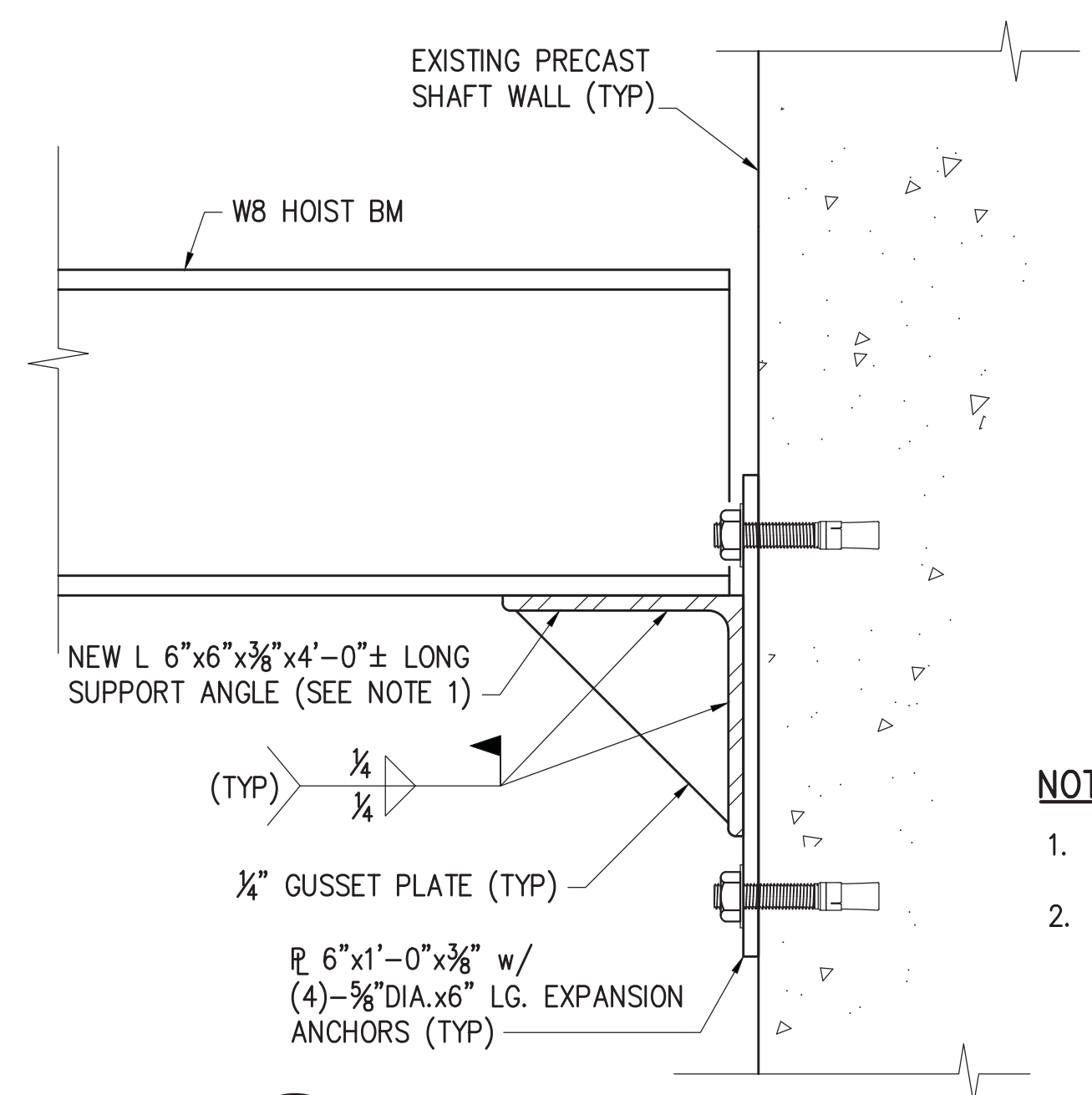
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| TIMES UNION CENTER GARAGE ELEVATORS PROJECT | |
| GC TO ASSIST KONE ELEVATOR INSTALLATION | |
| NEW ELEVATOR RAIL ATTACHMENT BEAMS DETAILS | |
| APPROVED BY: MM | SCALE: AS SHOWN |
| DESIGNED BY: DA | DATE: APRIL 2021 |
| DRAWN BY: DA | PROJ. I.D. NO.: RFB# 2021-054 |

DRAWING NUMBER :
A4

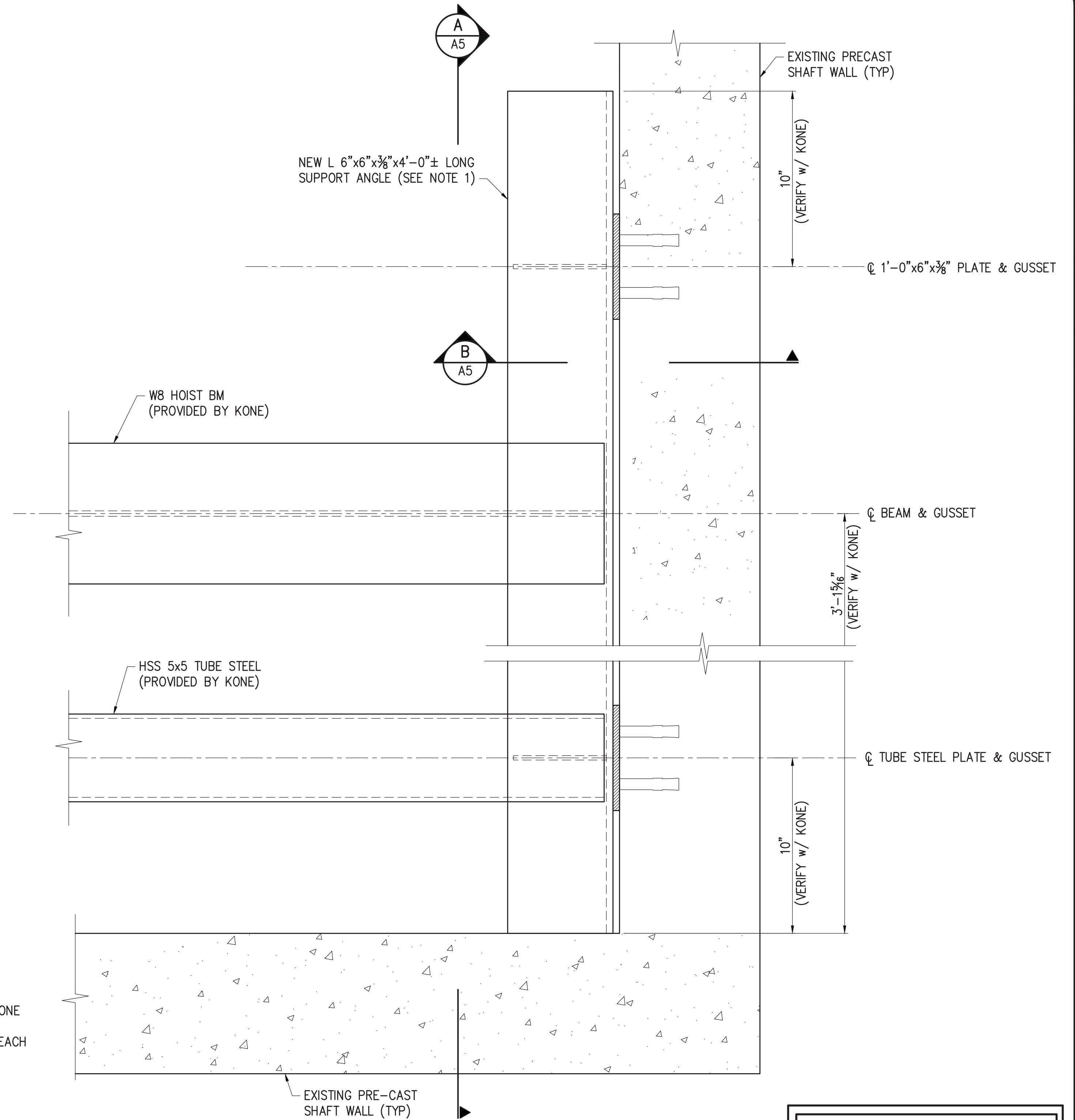


AA
A5
ELEVATION AT NEW HOIST BEAM & TUBE STEEL SUPPORT ANGLE
3"=1'-0"



BB
A5
SECTION THRU NEW HOIST BEAM SUPPORT ANGLE
3"=1'-0"

- NOTES :**
- GC SHALL COORDINATE LOCATION / HEIGHT OF L6x6" SUPPORT ANGLE w/ KONE
 - NEW L6x6 SUPPORT ANGLE SECURED TO EACH PRE-CAST SHAFT WALL. (2) EACH AT ELEVATOR #1 & #2 AND (2) AT ELEVATOR #3 SHAFT WALLS



2
A5
PLAN VIEW: T/SHAFT HOIST BEAM & TUBE STEEL SUPPORT ANGLE
3"=1'-0"

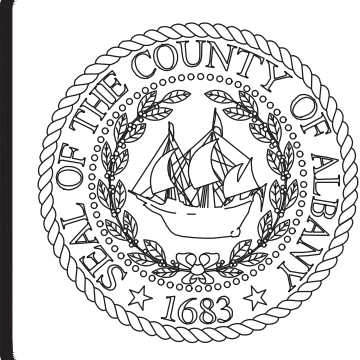
BID DRAWINGS
NOT FOR CONSTRUCTION

HALF SIZE
REPRODUCTIONS OF
RECORD PLANS

Albany County Facilities Engineering - C:\Users\DADDAR~1\ALB\AppData\Local\Temp\Temp_26524_TUC_Garage_Elevator_Renovation.dwg [Det_Roll_Beam_A5] April 15, 2021 - 1:20pm addario

| REV. # | DATE | BY | REMARKS | REV. # | DATE | BY | REMARKS |
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County of Albany
Department of General Services
Division of Facilities Engineering
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TIMES UNION CENTER GARAGE ELEVATORS PROJECT
GC TO ASSIST KONE ELEVATOR INSTALLATION
HOIST BEAM & TUBE STEEL SUPPORT ANGLE DETAILS

| | |
|-----------------|-------------------------------|
| APPROVED BY: MM | SCALE: AS SHOWN |
| DESIGNED BY: DA | DATE: APRIL 2021 |
| DRAWN BY: DA | PROJ. I.D. NO.: RFB# 2021-054 |

DRAWING NUMBER :
A5

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES



RFB #2021-054

TIMES UNION CENTER PARKING GARAGE ELEVATORS GENERAL CONSTRUCTION TO ASSIST KONE ELEVATOR INSTALLATIONS

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

**TITLE: Times Union Center Parking Garage Elevators General Construction to Assist
KONE Elevator Installations
RFB NUMBER: 2021-054**

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
 Yes / No

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2021-054

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2021-054**

Sealed Bids for the **Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations** as requested by Albany County Department of General Services will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on **Wednesday April 28th, 2021**.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday April 15th, 2021**.

A site visit will be held on **Thursday, April 22nd, 2021 at 10:00 a.m., at the Times Union Center Parking Garage Beaver Street Entrance, 100 Beaver Street, Albany, NY**. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
(April 9, 2021)

PUBLISH ONE DAY – (April 15, 2021) -- THE EVANGELIST
PUBLISH ONE DAY – (April 15, 2021) -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations**
- 1.2 Requesting Department: **Albany County Department of General Services**
- 1.3 Bid Number: **2021-054**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations** as requested by the Albany County Department of General Services.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

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

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00 AM, local time on **Wednesday April 28th, 2021**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 A site visit will be held on **Thursday, April 22nd, 2021 at 10:00 a.m., at the Times Union Center Parking Garage Beaver Street Entrance, 100 Beaver Street, Albany, NY**. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

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

SECTION 6: BID SECURITY

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

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

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

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: Not in use

SECTION 9: DISQUALIFICATION

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

(a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

(b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.

(c) Bidder's default under previous contracts with the County.

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

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform

and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

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

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

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

SECTION 10: PREVAILING WAGE

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

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

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

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

of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND AND PAYMENT, LABOR AND MATERIALS BOND

- 18.1 A separate Performance and Payment, Labor and Materials Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent,

equal to 100% (one hundred percent) of the total bid is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

18.2 Albany County reserves the right to waive the required Performance Bond provided the successful Bidder is able to provide other forms of assurances for completion of its services in a timely manner.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

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

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

- (d) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL)

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

(a) Albany County shall be named as an additional named insured on all liability policies.
The bid number must appear on policy.

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

SECTION 24: Not in use

SECTION 25: MACBRIDE PRINCIPLES

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

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

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: Not in use

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

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

SECTION 30: SUBCONTRACTORS

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

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

SECTION 31: INTERPRETATION

- 31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in

the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

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

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder 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. Bidder 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. Bidder 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. Bidder 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 Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: Not in use



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Albany County Purchasing
Pamela O'Neill, Deputy Purchasing Agent
112 State Street
Room 1000
Albany NY 12207

Schedule Year 2020 through 2021
Date Requested 04/09/2021
PRC# 2021003450

Location Times Union Center
Project ID# 2021-054
Project Type Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator installations

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations**
Bid Number: **2021-054**

THIS BID IS SUBMITTED TO:

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

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

Date

Number

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

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

BF1

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")
 - (f) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Times Union Center Parking Garage Elevators General Construction to Assist KONE Elevator Installations**
Bid Number: **2021-054**

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. Base Bid work shall carry a 15% 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.

| | |
|---|----------------------------|
| <u>GENERAL CONSTRUCTION</u> Lump Sum Base Bid (Price in Words): _____ (Price in Numbers): \$ _____ | _____ _____ \$ _____ |
| 15% Contingency Allowance | \$ _____ |
| TOTAL BID (Base Bid + Contingency Allowance) (Price in Words): _____ (Price in Numbers): \$ _____ | _____ _____ \$ _____ |

BF3

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

BF4

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

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

| | | | |
|--|-------|--|----------------|
| 1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR | | | |
| 2. VENDOR’S LEGAL BUSINESS NAME | | 3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS # | |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: | | 5. WEBSITE ADDRESS (if applicable) | |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE | | 7. TELEPHONE NUMBER | 8. FAX NUMBER |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> | | 10. TELEPHONE NUMBER | 11. FAX NUMBER |
| 12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail | | | |
| 13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS. | | | |
| a) NAME | TITLE | b) NAME | TITLE |
| c) NAME | TITLE | d) NAME | TITLE |
| A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER. | | | |
| 14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. | | <input type="checkbox"/> Yes <input 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 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 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 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 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 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 type="checkbox"/> Yes <input type="checkbox"/> No |
| 17. | <p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p> | <input type="checkbox"/> Yes <input 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 type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 19. | <p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p> | <input type="checkbox"/> Yes <input 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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

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

Signature

Printed Name

Title

Date

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

GENERAL CONDITIONS

The form of the Agreement shall be executed on AIA Document A201-2007, General Conditions of the Contract for Construction, 2007 Edition is hereby designated as part of the contract documents. AIA Document A201-2007 and all referenced AIA Documents are available for inspection by all contractors by purchasing from the American Institute of Architects.

SUPPLEMENTAL CONDITIONS

The following supplements modify, change, delete or add to the General Conditions (AIA Document A201-1997). Where any part of the General Conditions is modified or voided by these Articles, the unaltered provisions of that part shall remain in effect.

Article 7 – CHANGES IN THE WORK

Add:

7.3.6 - The allowance for the combined overhead and profit included in the total cost to Owner shall be based on the following schedule:

- a. For the Contractor, for any work performed by their own forces, 15% of the actual cost;
- b. For each Subcontractor involved, work performed by their own forces, 15% of the actual cost;
- c. For the Contractor, for work performed by their Subcontractors, 5% of the amount due the Subcontractor.

Cost shall be limited to the following: Cost of materials, including cost of delivery, cost of labor, including Social Security and Unemployment Insurance, Workmen's Compensation Insurance, rental value of power tools and equipment.

Overhead shall include the following: Bond Premiums, supervisions, superintendent's wages to time keepers, watchmen, clerks, small tools, incidental, general office expenses and all other expenses not included in "Cost".

If the net value of change results in a credit from the Contractor or Subcontractor the credit given shall be the net cost without overhead and profit. The cost as used herein shall include all items of labor, materials and equipment.

FORM OF AGREEMENT

The form of the Agreement shall be executed on AIA Document A101, Standard Form of Agreement Between Owner and Contractor – Stipulated Sum, 2007 Edition, Articles No.1 through 9 inclusive, from information on the Contractor’s Bid and terms listed below.

1. COVER SHEET

A. The Cover Sheet will be completed per the contract documents. The Date of Agreement shall be the date of the Letter of Intent/Notice to Proceed.

B. END OF SECTION

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?

County of Albany
Department of Affirmative Action
Compliance Forms

**COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

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

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

Contract Description: _____

Bidder is an approved MBE WBE If yes, specify agency: _____

Joint Venture

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

No MBE/WBE joint ventures with Bidder on this Contract. Bidder is joint venturing with the following firm(s)
(attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

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

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

Sub-contractor Performance

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

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

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

| Sub-contractor Name, Address, Phone | Amount of Sub-contract & Award Date | Description of Work (Trade) | Start Date _____ Completion Date | Contracted Payment Schedule |
|---|---|--------------------------------|--|--------------------------------|
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
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| <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | | |
| | | | | |

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

Signature: _____ Date: _____

SUBMIT MONTHLY

FORM C

**County of Albany
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

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

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

Reporting Period: _____ **Month** _____ **Year** _____

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

Information provided by (please print): _____ **Date:** _____
(See over for instructions)

M/W/DBE Payments

| M/W/DBE Firm (s) Participating On The Project | Payments Made This Month | Payments Made To Date |
|--|--------------------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

INSTRUCTIONS

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

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

County of Albany
 Department of Human Resources
 Division of Affirmative Action
 112 State Street, Room 670, Albany, NY 12207
 Phone: (518) 447-7010

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

Waiver Request for Subcontracting and/or Labor Performance

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

Contractor: _____ Address: _____ City/State/Zip: _____

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

Contract Type/Number: _____ Project Cost: _____

Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

Actions taken to include minority/women labor _____

Request Waiver of Minority Subcontractor Participation Goal. Please explain:

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

Name (please print)

Signature

Title

KONE Elevator Site Safety Requirements

Guide for General Contractors



A17.1/B44 references are based on ASME A17.1-2004/CSA B44-04. If a later edition of ASME A17.1/CSA B44 is in effect in the area of installation, it should be reviewed by user for equivalent requirements.

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Safety

Safety should always be considered your first priority. It is at KONE. It is very important to understand the general safety hazards common to any construction site. Use appropriate personal protection equipment, including safety shoes, eye protection, hard hat and gloves.

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Introduction

On behalf of KONE Inc. and our associates, I'd like to thank you for considering KONE to provide your vertical transportation equipment.

The success of your project is important to KONE, and we look forward to working with you to complete this project safely, with the highest degree of quality, on schedule, and with minimal disruption to you and your subcontractors.

To help ensure a successful project, we've created an introductory DVD along with this *KONE Elevator Site Safety Requirements: Guide for General Contractors* to assist in answering questions and to highlight specific requirements related to the equipment installation for your project. Please take time to carefully review the information and requirements outlined in this guide, as we feel certain it will enhance your understanding of our installation process and reduce the potential for delays and/or changes arising from work outside of our scope that is integral to our process.

Additionally, we feel the checklists needed to promote a safe, code-compliant, and efficient installation are outlined in this guide and will provide useful information and give you a chance to familiarize yourself with our installation process prior to having discussions with the KONE installation team.

As a vertical transportation equipment provider, we recognize there are key milestone dates relative to equipment installation critical to each building's schedule. These activities include the following:

- Material delivery/installation start date
- Installation date for building interface components including:
 - Machine or sheave beams
 - Elevator door frames
- Date the equipment is ready for final inspection.

Our desire is to achieve each of the key milestone dates. However, it is important to remember that there are critical requirements that must be met in order for this to happen.

Our intention is to start work the day the material arrives on site. In order for this to happen, the conditions highlighted in the "KONE Site Requirements" DVD and in the "Site Safety Requirements Checklist" found in this guide must be completed prior to KONE arrival on site.

Prior to scheduling the final commissioning and inspection, it is important that every trade has completed the elevator-related items that they are responsible for, and all items are capable of meeting the code requirements. Before inspection, review the "Pre-Inspection Checklist" (refer to sections in this guide titled "Pre-Inspection Checklist" and "Pre-Inspection Checklist Information") which notes common pre-inspection deficiencies. KONE, Inc. will not be responsible for extra costs due to code or inspection-related failures beyond our control.

Please note that the information described in this guide is based on current code interpretations. Local code may differ and will take precedence.

Your KONE installation representative will be available to answer all of your questions and clarify any concerns you may have.

Again, thank you for selecting KONE, Inc. for your project.





KONE Elevator Site Safety Requirements

Site Safety Requirements Checklist

The following requirements must be completed prior to starting the elevator installation. Once all items have been completed and checked off, place your initials next to the check box for each item and fax the completed form to the local KONE Superintendent. Upon receipt of this form, your KONE representative will contact you to discuss and schedule an installation start date. (Numbers in parentheses correspond to items listed in "Bid Attachment B", document CONSTR-07-0664, and "Work by Others" section on KONE Final Approved Layout Drawings.)

Contract number _____

Project name _____

General contractor name (print) _____

General contractor signature _____

If you have questions, contact your KONE representative.

KONE, Inc. Superintendent _____ Cell phone _____

Office phone _____ Fax _____

General

- ___ **Refuse containers:** Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others. (1)
- ___ **Lift equipment:** Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery. (2)
- ___ **Cutouts:** Provide any cutouts to accommodate the elevator equipment. (3)
- ___ **Lighting:** Provide proper lighting in all work areas and stairways. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code. (13)
- ___ **Wall openings:** Provide cutting/coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator. (7)
- ___ **Weather protection:** Please note that none of the elevator components are weather-proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator and controls must remain protected from inclement weather at all times. (9)

Safety

- ___ **Delivery access and storage:** Provide adequate, roll-able access into the building for delivery of the elevator material. Clean, safe, secure and dry storage is required adjacent to the hoistway, with minimum dimensions of 20'x 20' (6 m x 6 m) per EcoSpace & MonoSpace elevator, 30' x 20' (9m x 6m) per MiniSpace elevator or following dimensions as specified by KONE representative:
_____ ' X _____ ' (_____ m X _____ m). (10/12/11)
- ___ **Barricades:** Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions and around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code. In Canada, enclose the front of the hoistway with removable boarding or screening to prevent material from entering the hoistway. If hoarding is used, provide sufficient lighting inside the hoistway. (11)
- ___ **Full-covering entry protection:** Provide and install full-covering entry protection, made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per OSHA 1346 1926.502(j) and 1926.250(b)(1). In Canada, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway.

KONE Elevator Site Safety Requirements

Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.

- Clear work area:** Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code. (14)
- Lifeline attachments:** Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb (2250 kg) load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above or install KONE-provided 4 x 4 x 3/8 inch (100 x 100 x 9.6 mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost on US installations only. (12)
- Stairway lighting:** Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code. (13)

Hoistway

- Hoistway measurements:** Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2 inches (50 mm) greater and may not be less than the clear dimensions detailed. Tolerance: -0 + 2 inch (-0 + 50 mm). (15)
- Entrance walls:** Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls. (25)
- Hoistway ventilation:** Provide hoistway ventilation per code requirements (IBC sec 3004.1). For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F (5° C) and 104° F (40° C). Maximum allowed humidity is 95% non-condensing. (16)
- Hoisting I-beam:** Provide for installation of hoisting I-beam in the elevator hoistway overhead per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layout drawings. (17)
- Hoistway partitions:** Provide any partitions between common hoistways if applicable. (18)
- Counterweight guard:** In cases where multiple elevators are in a common hoistway, and counterweights are located between elevators, entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (152 mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than .048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1-2004a/CSA B44-04 U1: §3141.7. General Requirements.) (19)
- Working platforms:** On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and /or any applicable local code. (20)
- Guide rail bracket support:** Provide adequate support for guide rail brackets from pit floor to the top of the hoistway, not spanning further than allowable by the governing code authority. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense. (21)

KONE Elevator Site Safety Requirements

- ___ **Steel fireproofing:** If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense. (22)
- ___ **Hoistway protrusions:** All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in California, District of Columbia and New York City. In New York City, where setbacks exceeding 2 inches (50mm) occur in the enclosure wall, the top of the setback must be beveled at an angle of not less than 85 degrees from the horizontal. (23)
- ___ **Attachments to concrete:** If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa) (24)
- ___ **Landings prepared for sill installation:** Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed. NOTE: Traditional angle or concrete sill support is not required. (26)
- ___ **Finished-floor marks:** Provide finished-floor height marks visible from hoistway openings at all landings. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675. (27)

Pit

- ___ **Hydraulic in-ground application:** Provide constructed and back filled pit walls.
- ___ **Hydraulic in-ground application blackout:** Provide 30 x 30 inch (750 x 750 mm) blackout located in floor per approved KONE final layout drawings for drilling purposes.
- ___ **Pit condition:** Provide a legal, dry and clean pit, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings. (Vertical forces detailed are two times static loads.) (32)
- ___ **Pit ladder:** Pit ladder to be constructed of non-combustible material extending from pit floor to 48 inches (1200 mm) above the sill of the access landing. Pit ladder is supplied by KONE with EcoSpace units; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing with KONE representative to assure proper fit in hoistway. (37)

Electrical

- ___ **US applications electrical requirements:** Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 and/or any applicable local code. (38)
- ___ **Canadian applications electrical requirements:** Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 and/or any applicable local code. (39)
- ___ **Three-phase permanent power:** Provide 480/208 VAC (USA) or 575/208 VAC (CANADA) three-phase permanent power, through a disconnect, to controller location to facilitate elevator installation. (41).

Please install KONE provided electrical plug connector per the illustration on page 20 of the KONE Elevator Site Requirement Guide.

- ___ **Temporary power:** Provide 220 VAC single-phase temporary power and 120 VAC single-phase temporary power, of permanent characteristics at each elevator landing, for lighting and installation method tools. Locate connection points at elevator hoistway. Consult your KONE representative for confirmation of location and type of temporary power. (42)

KONE Elevator Site Safety Requirements

- ___ **Generator power:** When generator is used to provide three-phase 480/208 VAC power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present. (43)
- ___ **NOTE:** Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground. (43 Note 1)

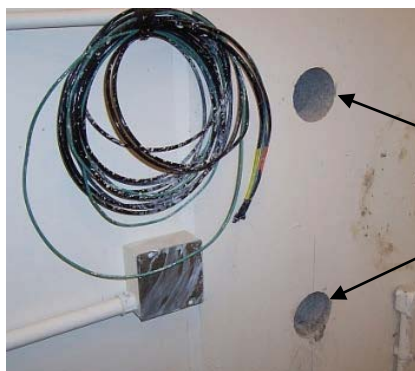
Control space/machine room

- ___ **Control space/machine room specifications:** Provide a legal control space/machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F (5° C) and 104° F (40° C). Maximum allowed humidity is 95% non-condensing. (47)
- ___ **Machine room access:** Provide safe and convenient access to machine room (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3) (48)
- ___ **Control space openings:** If control space is adjacent to the hoistway, provide all applicable sleeves, or penetrations, located per control space plan view on the KONE final layout drawings. (49)
- ___ **Machine room condition:** Provide a clean and dry elevator machine room. (50)
- ___ **Disconnect:** Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch or circuit breaker. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided. (54)
- ___ **NOTE:** If a circuit breaker is to be provided in lieu of fusetrons, an adjustable time-delay style is recommended. (54 1st Note)
- ___ **Prohibited piping and equipment:** Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2). (61)

Details for Site Safety Requirements Checklist

General

- ___ **Refuse containers:** Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others. (1)
- ___ **Lift equipment:** Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery. (2)
- ___ **Cutouts:** Provide any cutouts to accommodate the elevator equipment. (3)
- ___ **Lighting:** Provide proper lighting in all work areas and stairways. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code. (13)
- ___ **Wall openings:** Provide cutting/coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator. (7)



Cored holes for piping

- ___ **Weather protection:** Please note that none of the elevator components are weather-proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator and controls must remain protected from inclement weather at all times. (9)

Safety

- ___ **Delivery access and storage:** Provide adequate, roll-able access into the building for delivery of the elevator material. Clean, safe, secure and dry storage is required adjacent to the hoistway, with minimum dimensions of 20'x 20' (6 m x 6 m) per EcoSpace & MonoSpace elevator, 30' x 20' (9m x 6m) per MiniSpace elevator or following dimensions as specified by KONE representative:
 _____' X _____' (_____m X _____m). (10/12/11)



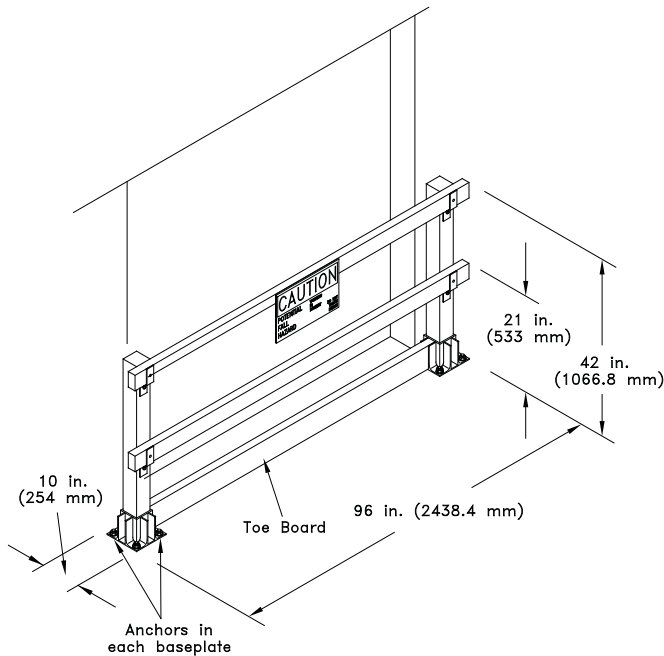
Access for delivery of material



Staging/storage areas



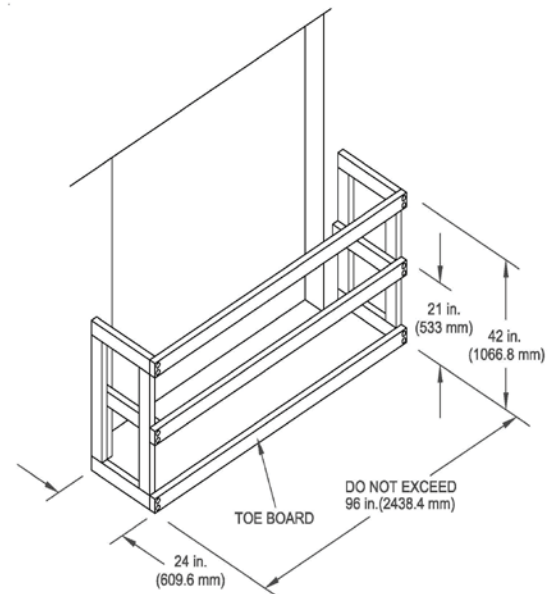
- **Barricades:** Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions and around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code. In Canada, enclose the front of the hoistway with removable boarding or screening to prevent material from entering the hoistway. (11)



097(2009-04)



Barricade examples



097(2013-03)

- Full-covering entry protection:** Provide and install full-covering entry protection, made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per OSHA 1346 1926.502(j) and 1926.250(b)(1). In Canada, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.

Figure A



Full-height entrance protection

Figure B



Hoarding

The KONE curtain solution shown in Figure A, is only one example of screening used to facilitate “Full Entrance Protection”. However, the KONE design is simple, reusable and easy to install. It simply hangs from a small gauge cable secured to the building structure by either concrete anchor bolts (example 1) or beam clamp (example 2). Depending on building structure other anchoring devices may be required (e.g. toggle bolts for sheetrock construction).

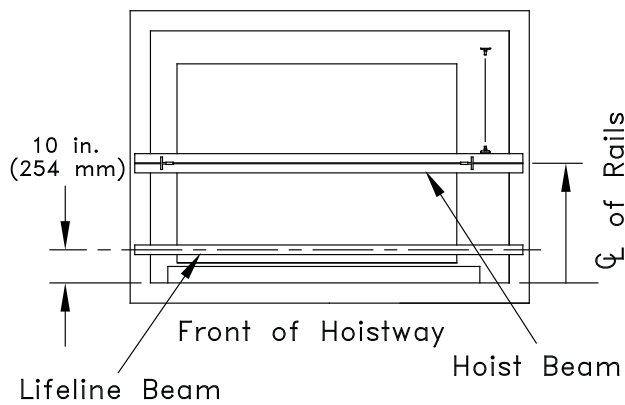


Concrete Installation

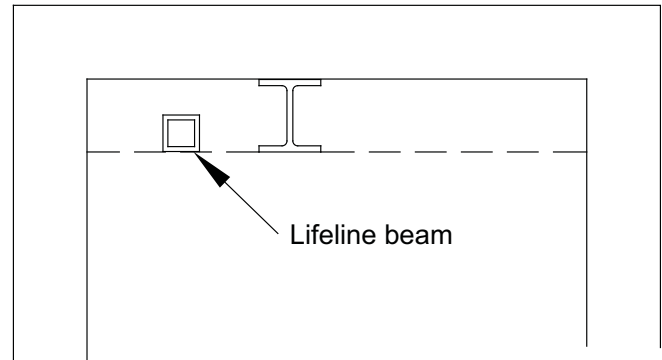


Steel Installation

- Clear work area:** Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code. (14)
- Lifeline attachments:** Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb (2250 kg) load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above or install KONE-provided 4 x 4 x 3/8 inch (100 x 100 x 9.6 mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost on US installations only. (12)



5010022(2008-09)



5018976(2008-09)

Lifeline beam position for machine-room-less applications

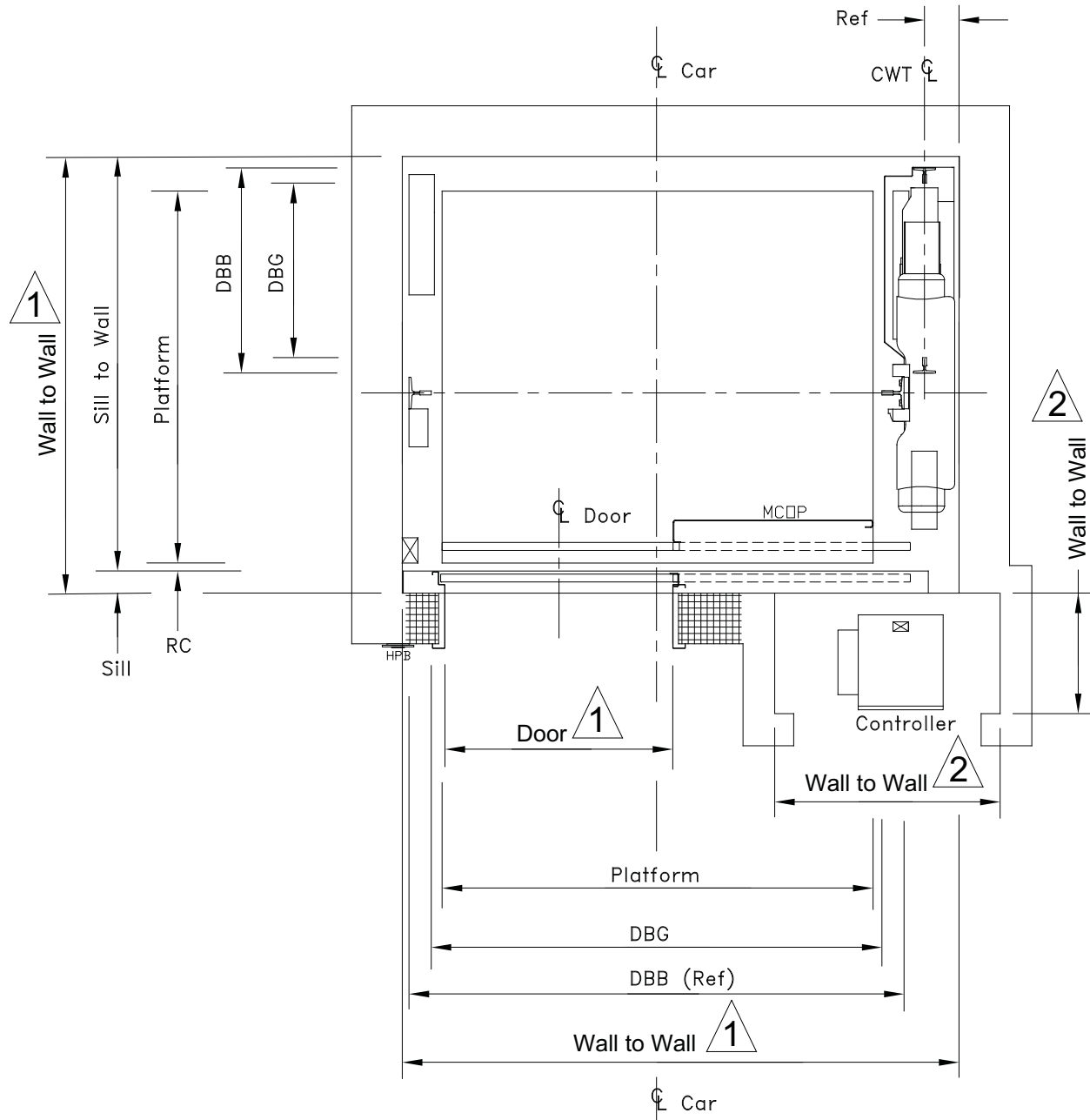
- Stairway lighting:** Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code. (13)



Safe, well-lit stairway access

Hoistway

- **Hoistway measurements:** Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2 inches (50 mm) greater and may not be less than the clear dimensions detailed. Tolerance: -0 + 2 inch (-0 + 50 mm). (15)

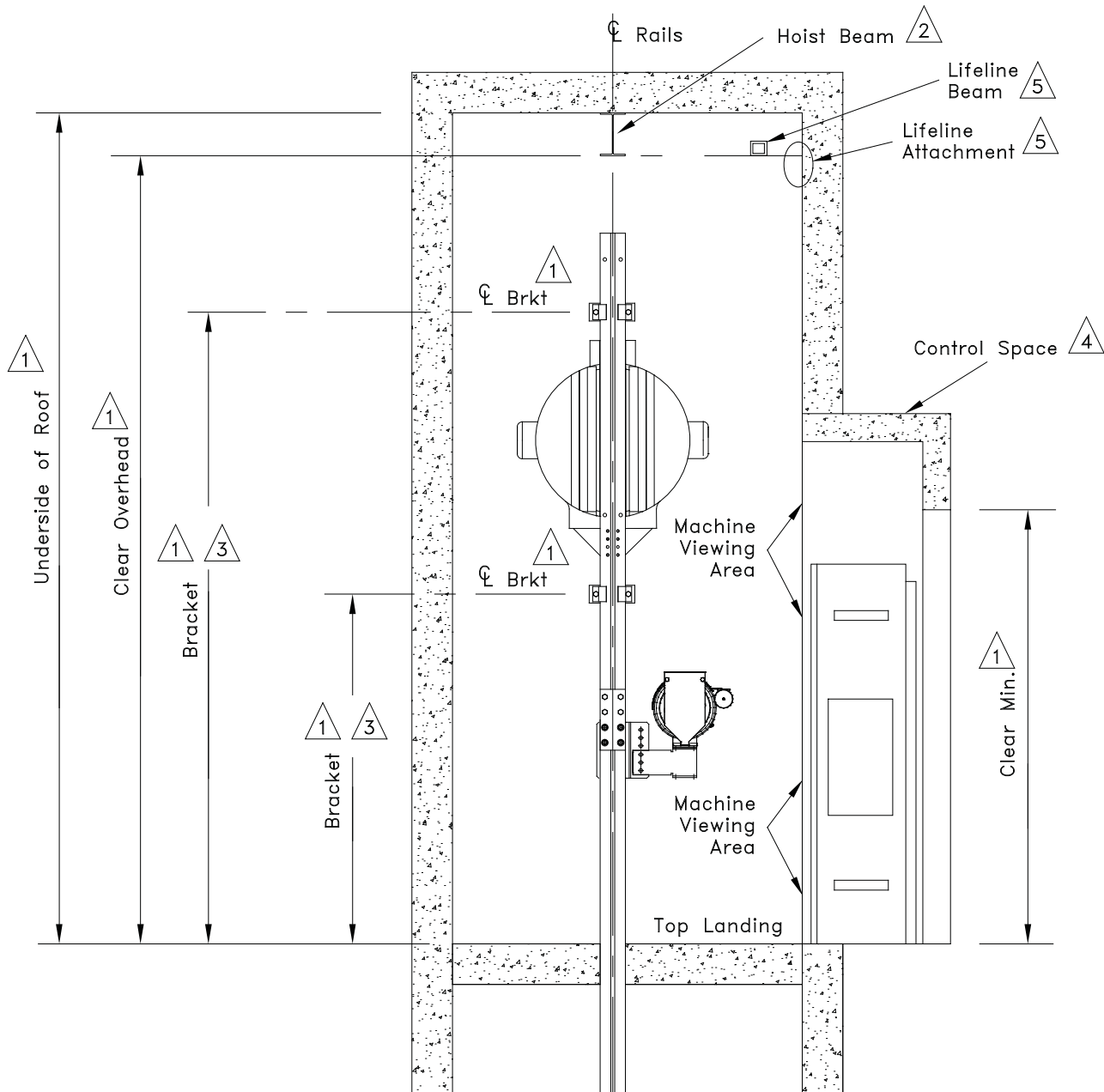


5013303(2006-09)

Hoistway layout

△ Notes

- 1 Critical dimensions required per approved KONE final layout drawings. (tolerance -0/+1 inch)
- 2 Control space typically located at top landing. Verify location on approved KONE final layout drawings. Verify location of viewing panel, where required.



5013301(2009-05)

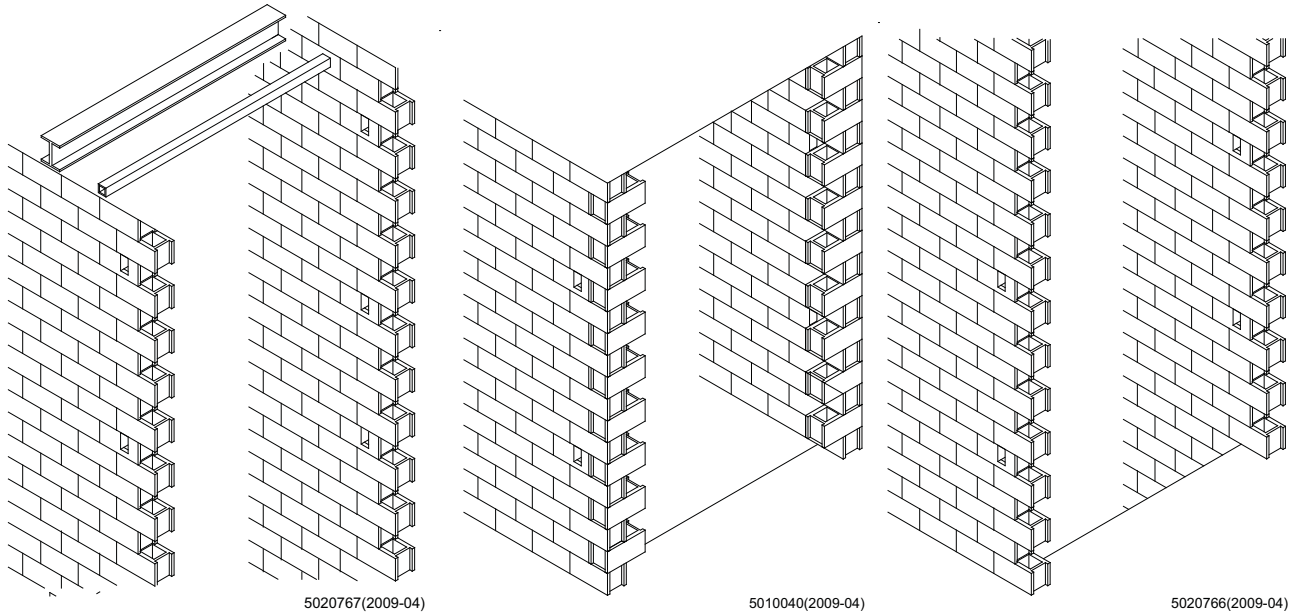
Top of hoistway

△ Notes

- 1 Critical dimensions required per approved KONE final layout drawings.
- 2 Hoist beam provided by KONE to be installed and cut to proper length by others. Overhead structure must be capable of supporting 10,000 pound load (per elevator on shared hoistways). Beam pockets must be sized for beam provided.
- 3 **Verify location and type of building support for elevator machine bracket attachments, top and bottom. Attachment points must have adequate support handling reaction loads as shown on approved KONE final layout drawings.**
- 4 Control space must have ceiling. Verify minimum clearance for door opening.

5 Two (2) lifeline attachments or lifeline beam (machine-room-less applications) located at front of hoistway

- Entrance walls:** Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls. (25)

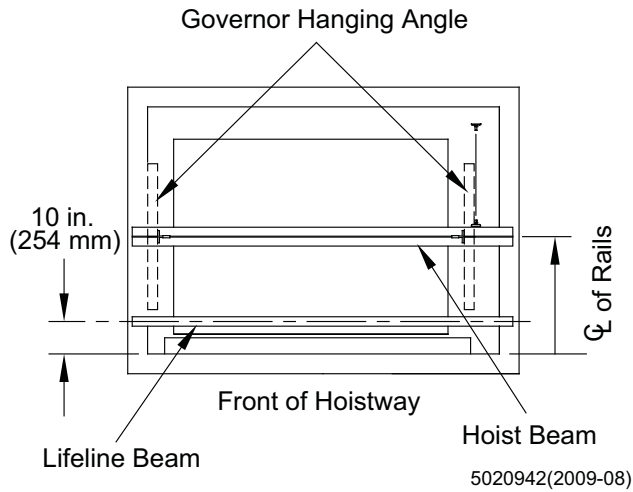


Front wall open before installation of equipment: top landing, intermediate landing and bottom landing

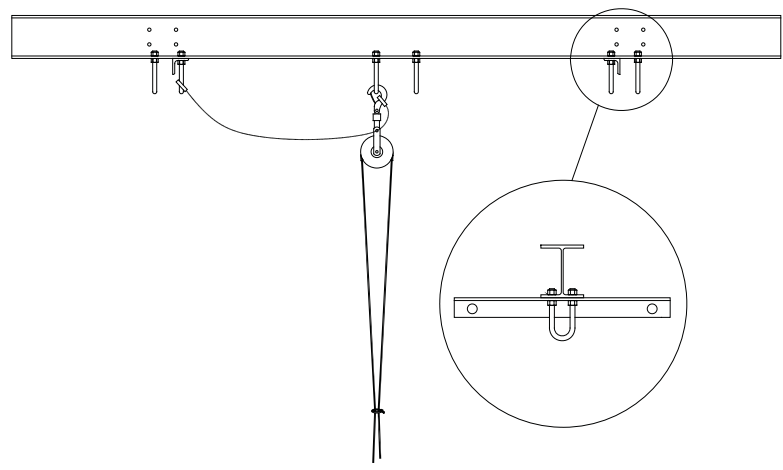
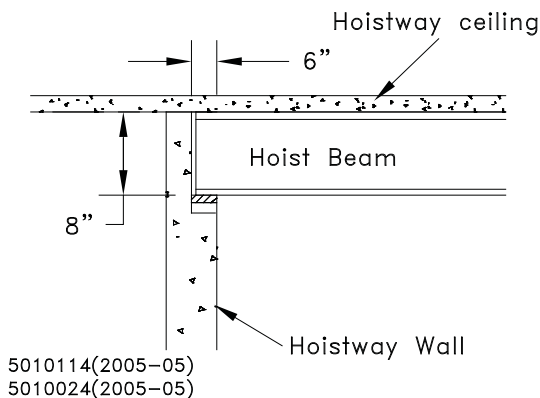


Front wall open before installation of equipment, block wall construction

- Hoistway ventilation:** Provide hoistway ventilation per code requirements (IBC sec 3004.1). For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F (5° C) and 104° F (40° C). Maximum allowed humidity is 95% non-condensing. (16)



- Hoisting I-beam:** Provide for installation of hoisting I-beam in the elevator hoistway overhead per the KONE final layout drawings. Beam supplied by KONE unless otherwise noted on the layout drawings. (17)



Hoist beam with hoisting equipment attachments, EcoSpace beam shown

- Hoistway partitions:** Provide any partitions between common hoistways if applicable. (18)
- Counterweight guard:** In cases where multiple elevators are in a common hoistway, and counterweights are located between elevators, entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (152 mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than .048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1-2004a/CSA B44-04 U1: §3141.7. General Requirements.) (19)
- Working platforms:** On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and /or any applicable local code. (20)

- ___ **Guide rail bracket support:** Provide adequate support for guide rail brackets from pit floor to the top of the hoistway, not spanning further than allowable by the governing code authority. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense. (21)
- ___ **Steel fireproofing:** If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense. (22)
- ___ **Hoistway protrusions:** All offsets, ledges or projections within the hoistway greater than 4 inches (100 mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50 mm) in California and District of Columbia. (23)

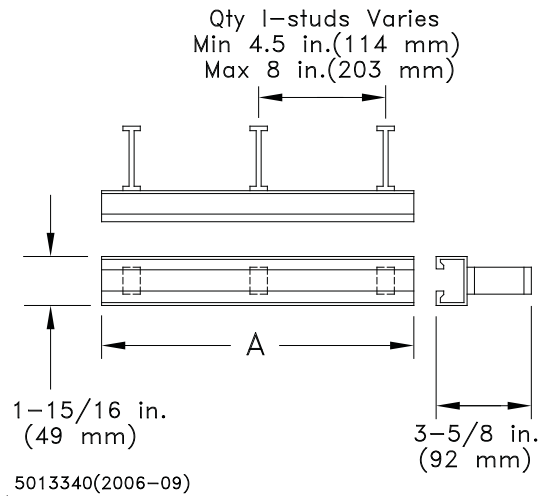


Beveled ledge in hoistway

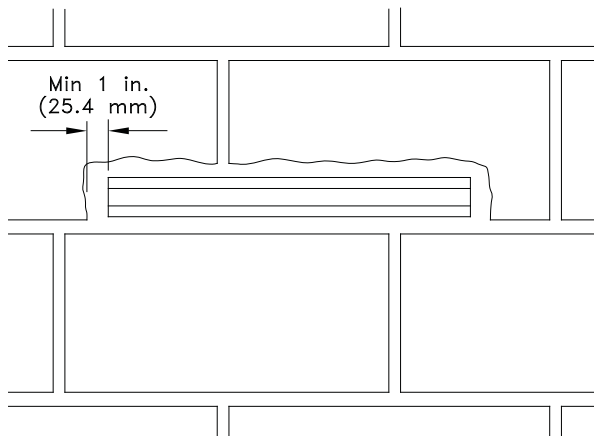
- Attachments to concrete:** If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa) (24)



Insert with bracket and rail attached

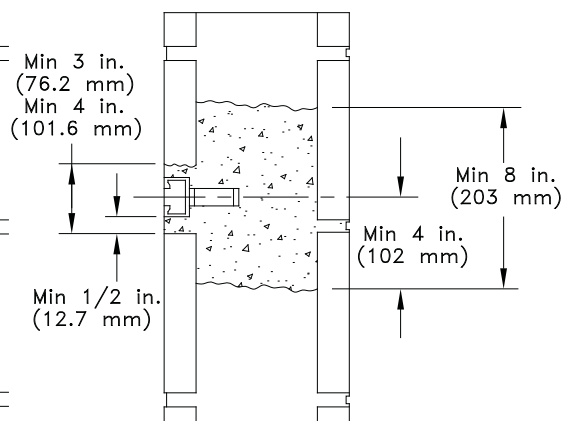


Bracket insert for concrete wall



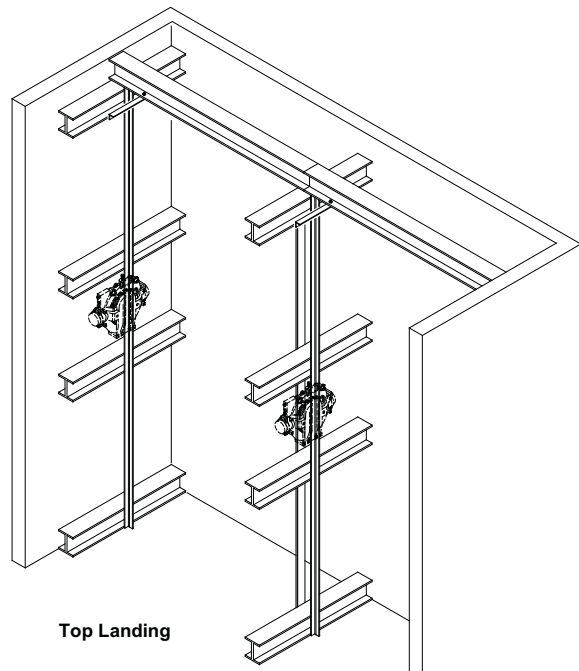
5013341(2006-09)

Placement of bracket insert in concrete wall





Steel plate attachments in hoistway

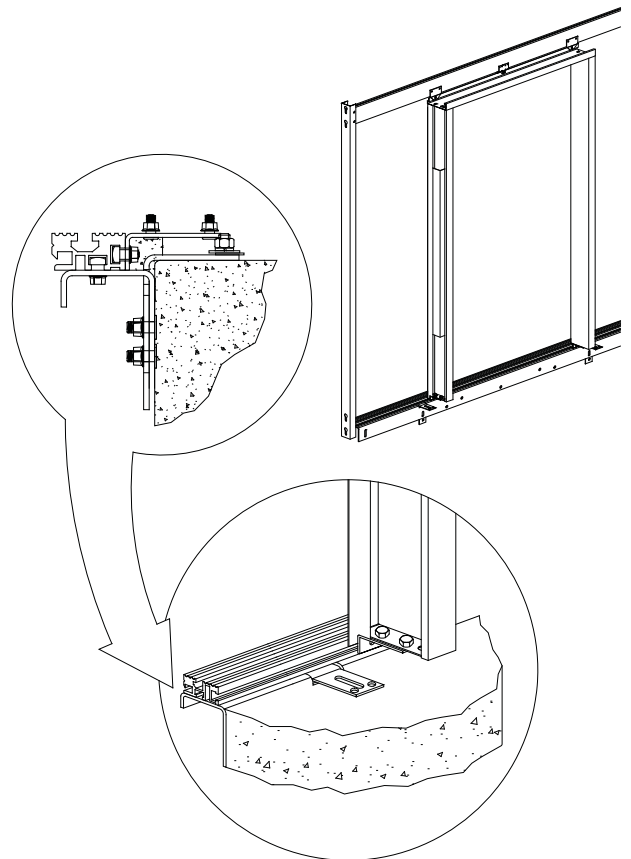


5010123(2006-10)

Rail bracket support for multiple units in hoistway overhead. Illustration is an example only; for location of machine, refer to approved KONE final layout drawings.

- Landings prepared for sill installation:** Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed. NOTE: Traditional angle or concrete sill support is not required. (26)

- Finished-floor marks:** Provide finished-floor height marks visible from hoistway openings at all landings. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675. (27)

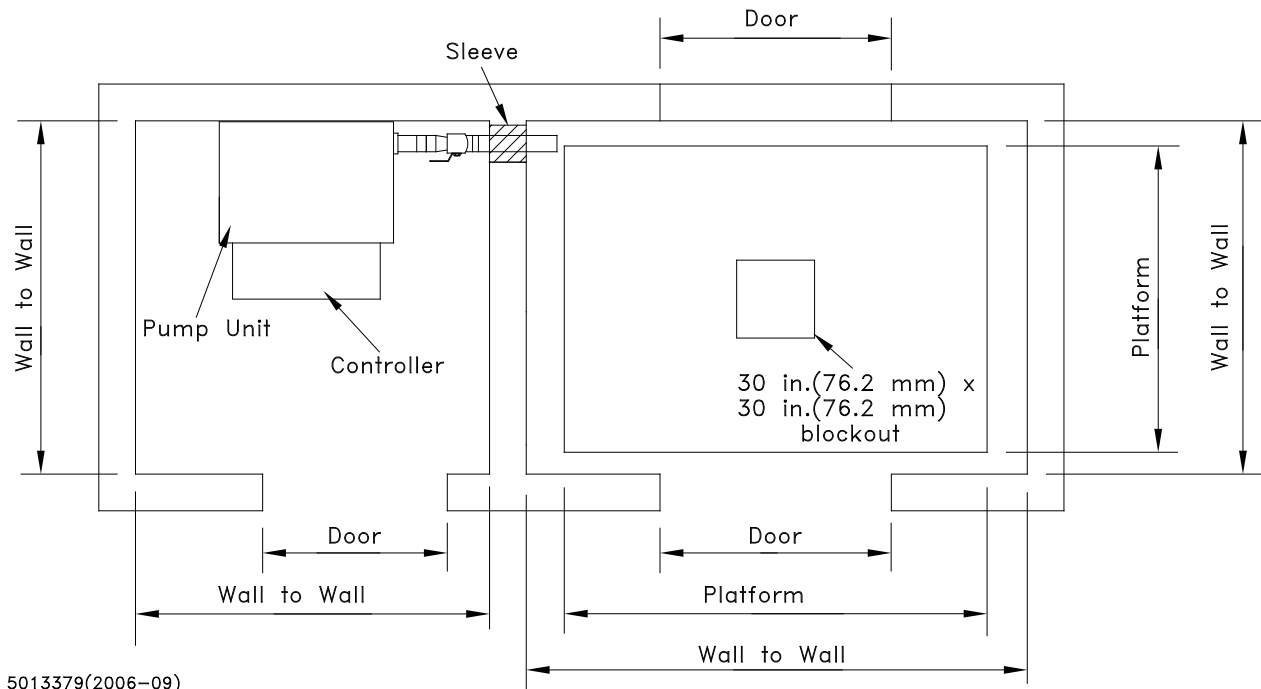


5010044(2006-09)

Sill installation

Pit

- Hydraulic in-ground application:** Provide constructed and back filled pit walls.
- Hydraulic in-ground application blackout:** Provide 30 x 30 inch (750 x 750 mm) blackout located in floor per approved KONE final layout drawings for drilling purposes.



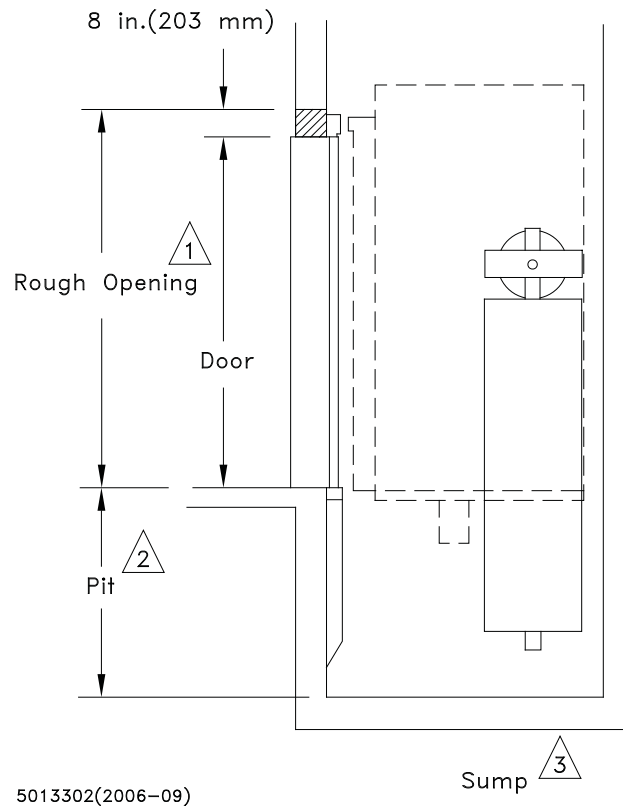
Hydraulic elevator pit

- Pit condition:** Provide a legal, dry and clean pit, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings. (Vertical forces detailed are two times static loads.) (32)

Note: Sump (where required) located where it will not interfere with elevator equipment, according to KONE contract-specific drawings. (ASME A17.1/B44-07 sec 8.6.4.7.4, ASME A17.1/B44-07 sec 2.2.2.6)



Clean dry pit with sump



5013302(2006-09)

Notes

- 1 Minimum rough opening height to install entrance frames and head jamb is finished door height plus 8 inches (203 mm)
- 2 Verify pit depth matches approved KONE final layout drawings.
- 3 Sump (where required) located where it will not interfere with elevator equipment, according to KONE contract-specific drawings. (ASME A17.1/B44-07 sec 8.6.4.7.4, ASME A17.1/B44-07 sec 2.2.2.6)

For locations of guide rail brackets and bracket support, refer to KONE contract-specific drawings.

- Pit ladder:** Pit ladder to be constructed of non-combustible material extending from pit floor to 48 inches (1200 mm) above the sill of the access landing. Pit ladder is supplied by KONE with EcoSpace units; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing with KONE representative to assure proper fit in hoistway. (37)



Pit ladder

Electrical

- US applications electrical requirements:** Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 and/or any applicable local code. (38)
- Canadian applications electrical requirements:** Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 and/or any applicable local code. (39)
- Three-phase permanent power:** Provide 480/208 VAC (USA) or 575/208 VAC (CANADA) three-phase permanent power, through a disconnect, to controller location to facilitate elevator installation. (41)

Please install KONE provided electrical plug connect per illustration below.

- Temporary power:** Provide 220 VAC single-phase temporary power and 120 VAC single-phase temporary power, of permanent characteristics at each elevator landing, for lighting and installation method tools. Locate connection points at elevator hoistway. Consult your KONE representative for confirmation of location and type of temporary power. (42)

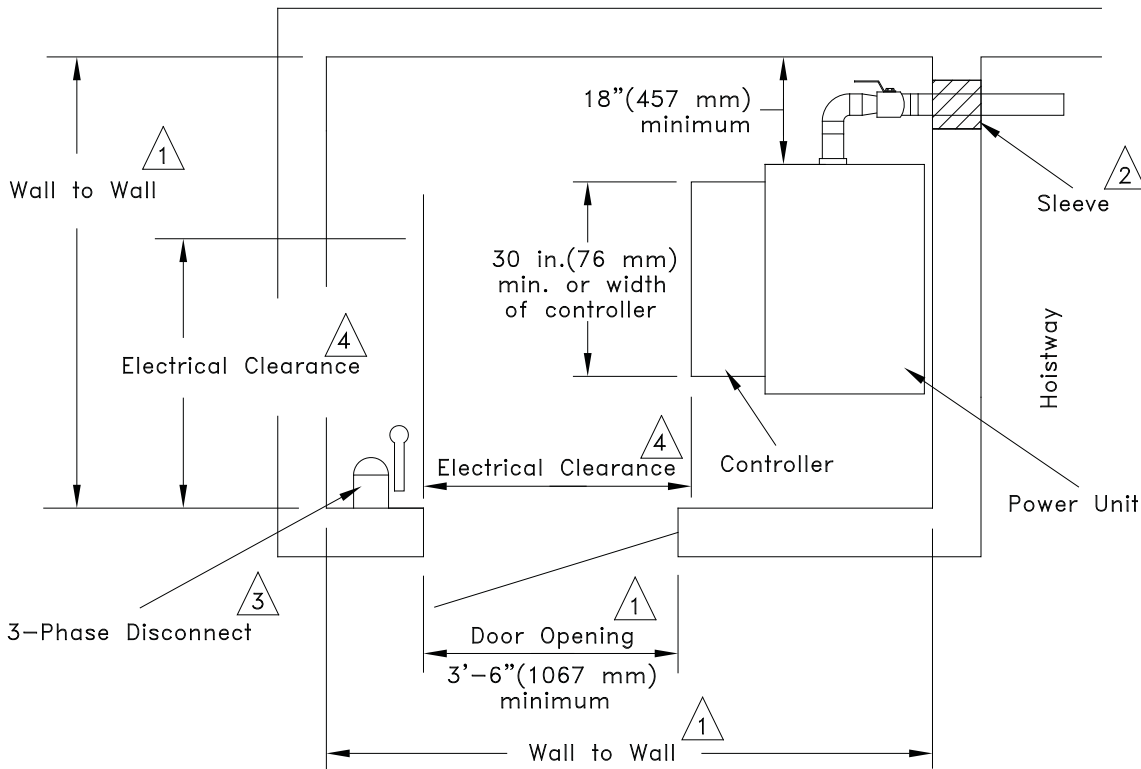


Temporary power for Tirak hoist

- Generator power:** When generator is used to provide three-phase 480/208 VAC power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present. (43)
- NOTE:** Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground. (43 Note 1)

Control space/machine room

- **Control space/machine room specifications:** Provide a legal control space/machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F (5° C) and 104° F (40° C). Maximum allowed humidity is 95% non-condensing. (47)

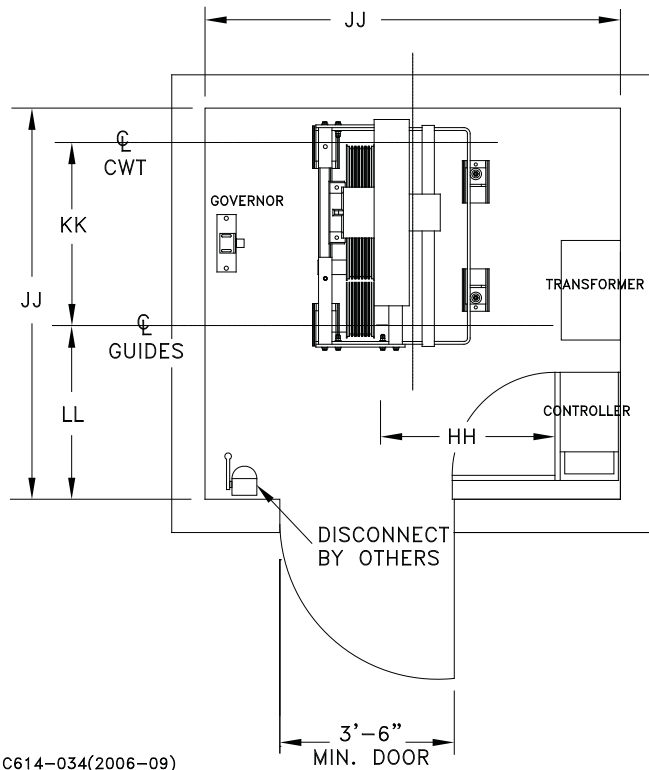


5013317(2006-09)

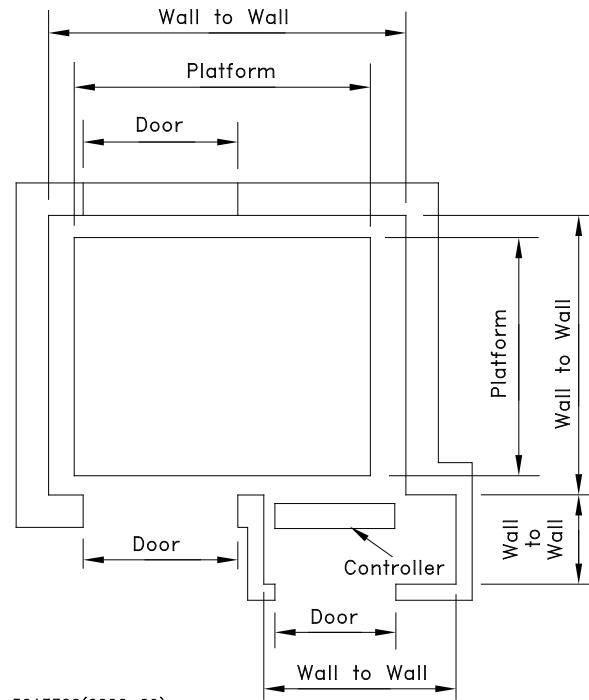
Hydraulic machine room

△ Notes

- 1 Critical dimensions required per approved KONE final layout drawings.
- 2 Verify sleeve location for concrete walls.
- 3 Disconnect should be fused and lockable and placed according to KONE approved layout drawings
- 4 Electrical clearance dimension should be a minimum of 42 inches (1067mm) or 48 inches (1219 mm) if facing exposed live parts.



C614-034(2006-09)

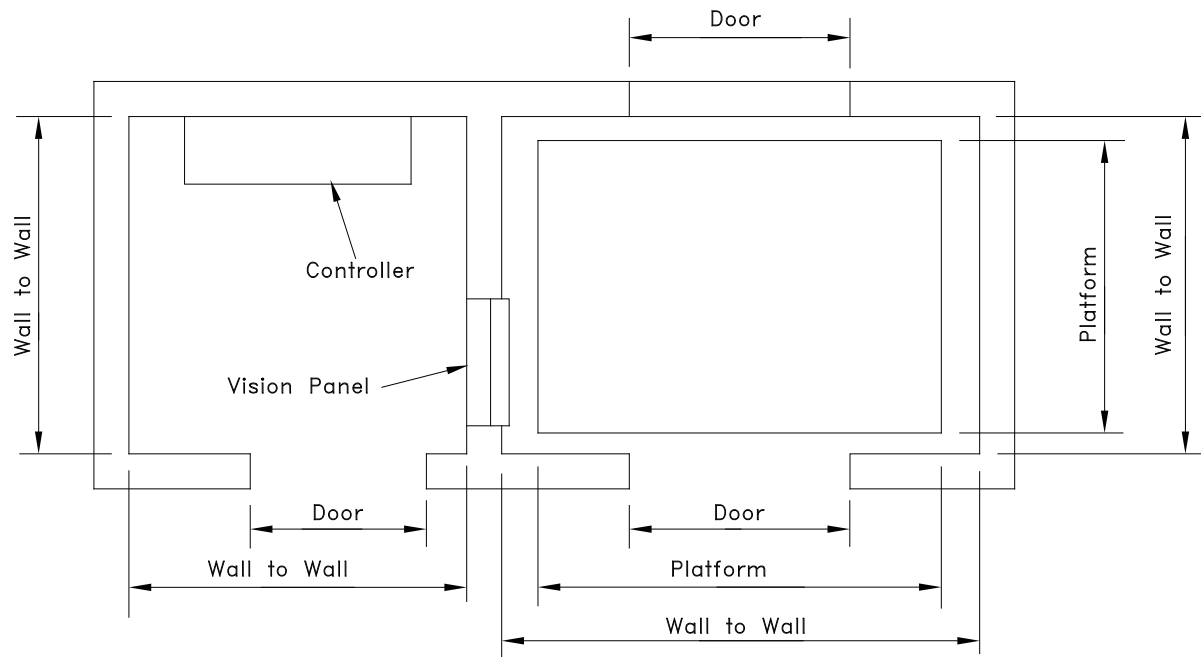


5013320(2006-09)

Traction EcoSystem MR machine room

Traction EcoSpace integral control space

HH dimension - Electrical clearance dimension should be a minimum of 42 inches (1067mm) or 48 inches (1219 mm) if facing exposed live parts.



5013321(2006-09)

Traction EcoSpace adjacent control space



Self-closing, self-locking machine room door



Closer on machine room door



Door handle inside machine room



Door handle outside machine room

- ___ **Machine room access:** Provide safe and convenient access to machine room (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3) (48)
- ___ **Control space openings:** If control space is adjacent to the hoistway, provide all applicable sleeves, or penetrations, located per control space plan view on the KONE final layout drawings. (49)
- ___ **Machine room condition:** Provide a clean and dry elevator machine room. (50)

- ___ **Disconnect:** Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch or circuit breaker. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided. (54)
- ___ **NOTE:** If a circuit breaker is to be provided in lieu of fuses, an adjustable time-delay style is recommended. (54 1st Note)



Three-phase disconnects shown on left; car lighting disconnects shown on right

- ___ **Prohibited piping and equipment:** Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2). (61)

ICS (MAP)

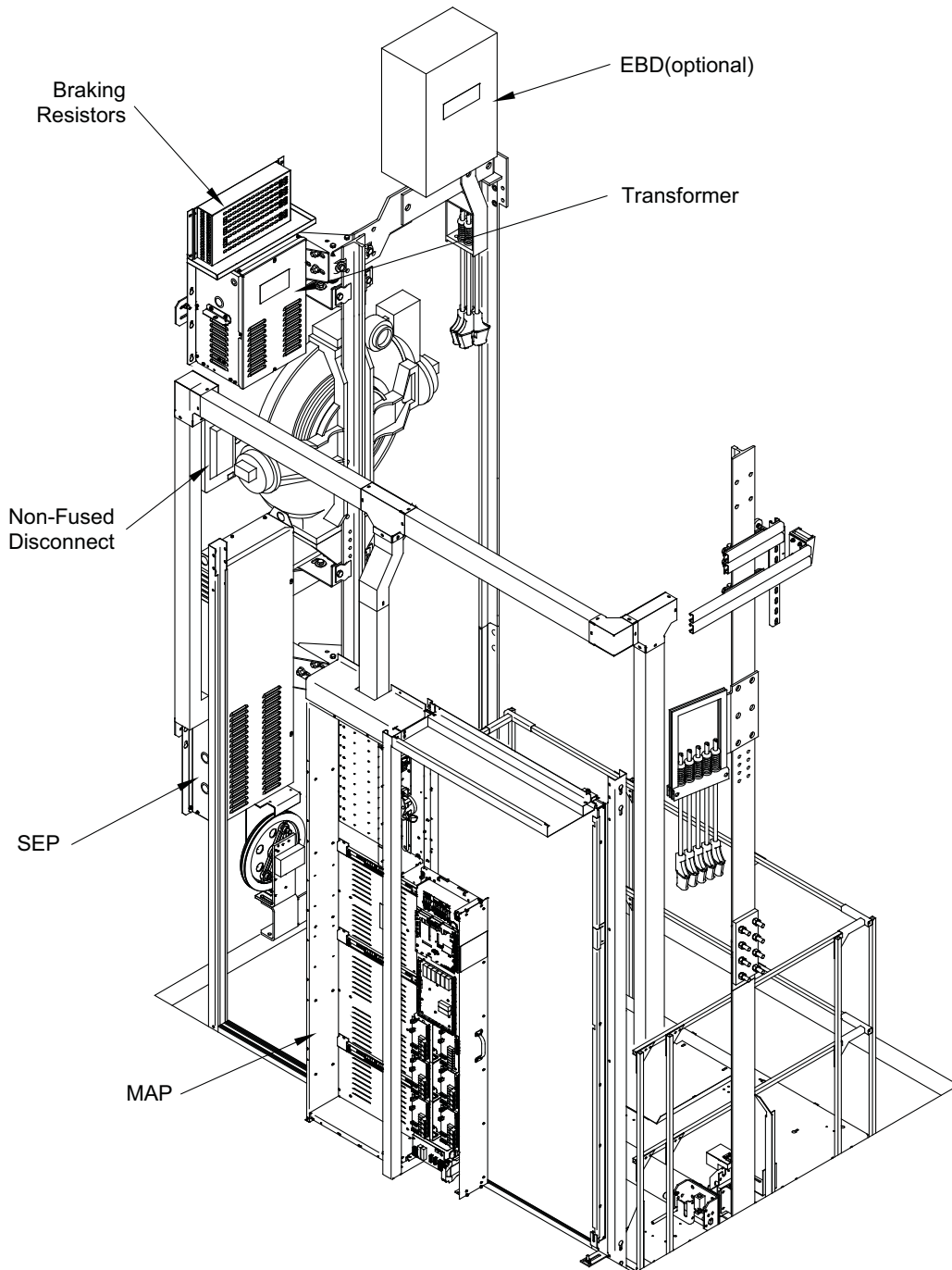
- ___ Front wall must be completely open and have at least an 8 foot high lintel/opening. The top floor landing entrance wall must be at least 8-1/4" thick. The MAP cabinet portion will need to be covered by fire rated dry wall.
- ___ Access to top landing must be available at the beginning of the project and sub-floor must be in place.
- ___ 3-phase fused disconnect location must be determined prior to elevator installation start (can be located in an electrical equipment room).
- ___ Car light disconnect location should be in same location as 3-phase disconnect.
- ___ Temporary Disconnect location near top landing: Use permanent 3 phase wiring. It should be long enough to be re-used to feed Kone disconnect in hoistway.



Car Light Disconnect

All additional wiring provided by contractor to enter the hoistway through front wall at top of shaft. All wiring will terminate in Kone provided wire ducting inside shaft along front wall. Coordinate with installer.

1. 110V cab lighting (fed from a lockable disconnect in a designated electrical room.)
2. Analog phone line.
3. Fire recall wires from relays located outside of hoistway.
4. Emergency generator signal wires if required.
5. Security wires if required.



5030840(2014-06)
5030831(2014-06)

Top landing and hoistway mounted components for Integrated Control Solution (ICS)



____ Location for incoming signals such as smoke detector modules, telephone line, emergency power, battery back-up auxiliary contacts, etc. will need to be piped and wired to duct above the MAP junction box.



Smoke Modules



Shunt Trip Breaker



Heat Detector Modules

- In the case of KDM 90 amp drive, the auto transformer will need to be located with the 3 phase fused disconnect outside the elevator hoistway.







Pre-inspection Checklist

The following requirements MUST BE completed prior to starting the elevator commissioning process. Once all items have been completed and checked off, place your initials next to the check box for each item and fax the completed form to the local KONE Superintendent. Upon receipt of this form, your KONE representative will contact you to discuss and schedule final commissioning and inspection date.

As we are not official inspectors, we cannot assure that these items will be the only ones of interest to the inspector. The current lead time to schedule an elevator inspection is _____ (days) (weeks) (months).

KONE Inc. takes great pride in our work and product and expects to pass every inspection the first time. If we do not pass due to our inability to perform, we will re-test at our own expense. If the elevator does not pass due to responsibilities of you or one of your subcontractors, the additional costs for such re-inspection will be added to the contract price. Also, the inspector may charge your company for a re-inspection.

(Numbers in parentheses correspond to items listed in "Bid Attachment B", document CONSTR-07-0664, and Work by Others section on KONE Final Approved Layout Drawings.)

Contract number _____

Project name _____

General contractor name (print) _____

General contractor signature _____

If you have questions, contact your KONE representative.

KONE, Inc. Superintendent _____ Cell phone _____

Office phone _____ Fax _____

General

- ____ **Cab flooring:** Provide and install finished elevator cab flooring. Owner must provide certification that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1) (4)
- ____ **Lobby:** Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date. (5)
- ____ **Cab interior:** Owner must provide certification that owner-supplied elevator interior finishes meet flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1, ASME A17.1/CSA B44 sec 2.14.1.8, ASME Z97.1/CAN/CGSB 12-1.) (6)
- ____ **Repairs and caulking:** Provide any repairs such as grouting, patching and painting made necessary by cutting/coring openings and penetrations. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21/CSA B44.(8)

Hoistway

- ____ **Entrance walls:** Front wall openings left open during elevator equipment installation must be finished. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. (25)
- ____ **Machine space lighting:** Provide suitable lighting for machine space with light switch located in the hoistway on the strike jamb side of top landing door where practical. Illumination to be equivalent to 19 foot-candles (200lx) at machine (ASME A17.1s-2005/CSA B44s-06 sec 2.7.9.1). (28)

KONE Elevator Site Safety Requirements

- Remote control space:** If the control space is located remote from the elevator hoistway top landing the following may apply: (29)
 - a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key (ASME A17.1/CSA B44 sec 2.7.3.4.1). (29a)
 - b. Provide suitable lighting in or above the machine space access with light switch located within 18 inches (457 mm) of strike jamb side of access space door where practical (ASME A17.1s-2005/CSA B44s-06 sec 2.7.9.1). When permitted by state and local code the light switch should also control the machine space lighting (see Note 25). (29b)
- Receptacle near machine:** Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable). (30)
- Light switches:** Provide and install light switch located at manual brake release location; may also be required in control space per local jurisdiction. (31)
- In-ground hydraulic applications finishing:** Provide grouting and patching around hydraulic in-ground cylinder and partial encasement of pit channels.

Pit

- Sumps:** Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush-mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa). (33)
- Pit lighting:** Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 sec 2.2.5.1/2.2.5.2, NFPA 70 article 620.24/CEC 38.24, or applicable version. Recommended to provide minimum 4 foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction. (34)
- Pit circuit:** Provide a dedicated pit circuit with GFCI-protected 15 or 20-amp 120V AC duplex outlet. Locate per KONE final approved layout drawings (NFPA 70 article 620.85 or CEC article 38.85). (35)
- Sump receptacle:** Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable). (36)

Electrical

- Labeling:** Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54/620.53/620.51d or CEC article 38-54/38.53/38.51.d). (40)
- Dedicated remote fire panel circuit:** Provide a dedicated 115VAC, 20 amp circuit in the fire command room piped and wired to the lobby panel where applicable. (44)
- Dedicated car lighting and system communications service:** Provide two (2) dedicated 15 amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet; one for car lighting, and one for system communications device. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53). (49/46/50)
- KGC circuit:** Provide separate 115 VAC 15 amp branch circuit for KGC (KONE Group Control), when specified, powered by building emergency power system, when applicable. (46)

KONE Elevator Site Safety Requirements

Control space/machine room

- ___ **Governor access door:** If applicable, provide a governor access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key. (51)
- ___ **Control space lighting:** Provide suitable lighting for control space with light switch located within 18 inches (457 mm) of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing. (52)
- ___ **Signal control cabinet outlet:** Provide dedicated GFCI-protected 110V AC 20 amp (15 amp in Canada) duplex outlet next to each signal control cabinet. (53)
- ___ **Disconnects:** Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch or circuit breaker. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided. (54)
 - ___ NOTE: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position, and is normally open (NO) when power is in the OFF position. (54 2nd Note)
 - ___ NOTE: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position. (54 3rd Note)
- ___ **Phone lines:** Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator machine room. GC/Owner may elect to have a separate analog line installed (one per elevator), or GC/Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/Owner shall be in compliance with the requirements of ASME A17.1/CSA B44, local codes and applicable law, as amended. (55)
- ___ **Fire alarms:** Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group. (56)
- ___ **Emergency power:** Provide emergency power transfer switch and power change pending signals as required: Two normally open dry contacts from transfer switch to controller (two pairs plus ground wire). One contact closes to signal emergency power is present, one contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (two pairs plus ground wire). (57)
- ___ **Fire protection:** Provide normally closed dry contacts to controller to furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72, NBCC; one from lobby detector, machine room detector, hoistway detector, and one from all grouped non-lobby detectors are required. (58)
- ___ **Smoke detectors:** Provide and install smoke detector as required in hoistway when hoistway is sprinkler equipped, and in all elevator lobbies, and in machine room/controller space. (59)
- ___ **Heat detectors:** Provide heat detectors and "shunt-trip operation" when sprinklers are to be provided in machine room or hoistway, (ASME A17.1 sec 2.8.2.1.2, NFPA 13 sec 4-13.5, ASME A17.1 sec 2.8.2.3.1, ASME A17.1 sec 2.8.2.3.2, NFPA 72). (60)
- ___ **Fire extinguisher:** Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5) (Not required in Canada). (62)



Details for Pre-inspection Checklist

General

- Cab flooring:** Provide and install finished elevator cab flooring. Owner must provide certification that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1) (4)
- Lobby:** Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date. (5)



Finished lobby ceiling light



Elevator lobby flooring

- Cab interior:** Owner must provide certification that owner-supplied elevator interior finishes meet flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1, ASME A17.1/CSA B44 sec 2.14.1.8, ASME Z97.1/CAN/CGSB 12-1.) (6)



Finished cab flooring

- Repairs and caulking:** Provide any repairs such as grouting, patching and painting made necessary by cutting/coring openings and penetrations. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21/CSA B44.(8)



Hoistway penetrations filled with fire caulking to maintain fire rating

Hoistway

- ___ **Entrance walls:** Front wall openings left open during elevator equipment installation must be finished. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. (25)



Finished front wall

- ___ **Machine space lighting:** Provide suitable lighting for machine space with light switch located in the hoistway on the strike jamb side of top landing door where practical. Illumination to be equivalent to 19 foot-candles (200lx) at machine (ASME A17.1s-2005/CSA B44s-06 sec 2.7.9.1). (28)

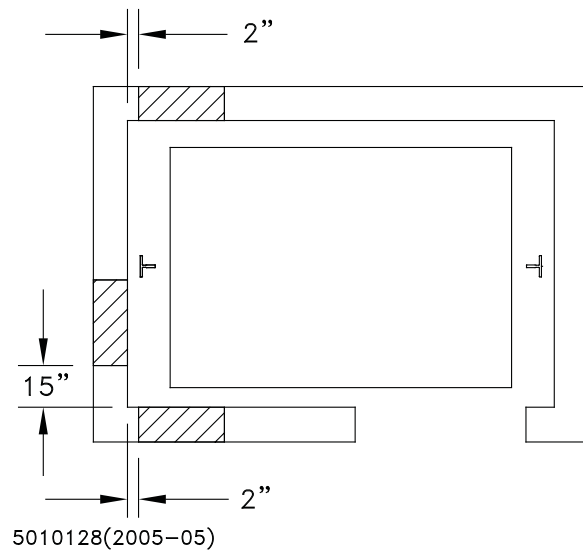


Machine space lighting at top of hoistway

- Remote control space:** If the control space is located remote from the elevator hoistway top landing the following may apply: (29)
 - a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key (ASME A17.1/CSA B44 sec 2.7.3.4.1). (29a)
 - b. Provide suitable lighting in or above the machine space access with light switch located within 18 inches (457 mm) of strike jamb side of access space door where practical (ASME A17.1s-2005/CSA B44s-06 sec 2.7.9.1). When permitted by state and local code the light switch should also control the machine space lighting (see Note 25). (29b)



Manual brake release access panel



Three possible locations of manual brake release access panel

- Receptacle near machine:** Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable). (30)
- Light switches:** Provide and install light switch located at manual brake release location; may also be required in control space per local jurisdiction. (31)
- In-ground hydraulic applications finishing:** Provide grouting and patching around hydraulic in-ground cylinder and partial encasement of pit channels.

Pit

- Sumps:** Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush-mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa). (33)



Sump with cover

- Pit lighting:** Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 sec 2.2.5.1/2.2.5.2, NFPA 70 article 620.24/CEC 38.24, or applicable version. Recommended to provide minimum 4 foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction. (34)



Pit ladder, light switch, stop switch



Pit light and receptacle



Fluorescent pit light

- Pit circuit:** Provide a dedicated pit circuit with GFCI-protected 15 or 20-amp 120V AC duplex outlet. Locate per KONE final approved layout drawings (NFPA 70 article 620.85 or CEC article 38.85). (35)
- Sump receptacle:** Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable). (36)

Electrical

- Labeling:** Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54/620.53/620.51d or CEC article 38-54/38.53/38.51.d). (40)



Code requirements for labeling vary by jurisdiction, but usually include: code authority and year, "Warning: Parts of control are not deenergized by this switch" label; car number, if group elevator; "Battery lowering device in use" warning.

- Dedicated remote fire panel circuit:** Provide a dedicated 115VAC, 20 amp circuit in the fire command room piped and wired to the lobby panel where applicable. (44)
- Dedicated car lighting and system communications service:** Provide two (2) dedicated 15 amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet; one for car lighting, and one for system communications device. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53). (49/46/50)
- KGC circuit:** Provide separate 115 VAC 15 amp branch circuit for KGC (KONE Group Control), when specified, powered by building emergency power system, when applicable. (46)

Control space/machine room

- ___ **Governor access door:** If applicable, provide a governor access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key. (51)
- ___ **Control space lighting:** Provide suitable lighting for control space with light switch located within 18 inches (457 mm) of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing. (52)
- ___ **Signal control cabinet outlet:** Provide dedicated GFCI-protected 110V AC 20 amp (15 amp in Canada) duplex outlet next to each signal control cabinet. (53)
- ___ **Disconnects:** Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch or circuit breaker. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided. (54)
 - ___ NOTE: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position, and is normally open (NO) when power is in the OFF position. (54 2nd Note)
 - ___ NOTE: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position. (54 3rd Note)
- ___ **Phone lines:** Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator machine room. GC/Owner may elect to have a separate analog line installed (one per elevator), or GC/Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/Owner shall be in compliance with the requirements of ASME A17.1/CSA B44, local codes and applicable law, as amended. (55)



Phone line piping to controller



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

April 26, 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 of the acquisition of two permanent easements required for the proposed installation of a new concrete box culvert on CR11. The permanent easements are from two owners: Matthew R. Thompson (1392 Cass Hill Rd. & 1398 Cass Hill Rd.) and Matthew R. & Kelly L. McCormick (1393 Cass Hill Rd. & 1397 Cass Hill Rd.). The permanent easements are required because the wing walls for the proposed new concrete box culvert extend onto their property. Both of the owners have signed and had notarized all required paperwork (copies attached).

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-2457, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Acquisition of Two Permanent Easements for the CR11 Project

Date: April 27, 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) Permanent Easement Acquisitions

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) Permanent Easement Acquisitions

Contract Terms/Conditions:

Party (Name/address):

Matthew R. Thompson
1398 Cass Hill Road
East Berne, NY 12059

Additional Parties (Names/addresses):

Matthew R. McCormick and Kelly L. McCormick
1397 Cass Hill Road
East Berne, NY 12059

Amount/Raise Schedule/Fee: \$0.00
Scope of Services: Permanent Easement Acquisitions

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: 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) 8/1/21-8/31/21 (1 Month)
Length of Contract: 1 Month

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval of the acquisition of two permanent easements required for the proposed installation of a new concrete box culvert on CR11. The permanent easements are from two owners: Matthew R. Thompson (1392 Cass Hill Rd. & 1398 Cass Hill Rd.) and Matthew R. & Kelly L. McCormick (1393 Cass Hill Rd. & 1397 Cass Hill Rd.). The permanent easements are required because the wing walls for the proposed new concrete box culvert extend onto their property. Both of the owners have signed and had notarized all required paperwork (copies attached).

DRAINAGE EASEMENT

THIS INDENTURE made this _____ day of _____, by and between MATTHEW R. McCORMICK and KELLY L. McCORMICK residing at 1397 Cass Hill Road, East Berne, New York 12059, as "Grantors", and the COUNTY OF ALBANY, NEW YORK, a New York municipal corporation, having its principal office located at 112 State Street, Albany, New York 12207 as "Grantee",

WITNESSETH: That Grantor in consideration of One Dollar (\$1.00) to him in hand paid by Grantors, the receipt whereof is hereby acknowledged, does grant unto Grantee, its successors or assigns, a permanent easement for the installation, construction, maintenance, and/or repair of drainage facilities and appurtenances related thereto, in, on, over and through that area of the lands of Grantors bounded and described in Schedule "A" attached hereto and made part hereof. Said easement affects the lands conveyed to Grantors by Deeds recorded in the Albany County Clerk's office in Book of Deeds 2558 at Page 778 (Tax Map. No. 116.0-1-31) and Instrument No. R2018-17467 (Tax Map. No. 116.0-1-30.2). In addition, if it becomes reasonably necessary in the course of the installation and construction and/or the subsequent maintenance or repair of said drainage facilities and/or the appurtenances related thereto, Grantee and its agents, servants and employees may go upon the lands of Grantors immediately adjacent to the easement area and temporarily lay excavated dirt thereon and use machines or tools thereon. Grantee shall restore the surface of the easement area and adjoining lands of Grantors, including lawns, driveways and shrubs, to the extent they are disturbed as the result of such work, maintenance and/or repair work performed by Grantee, its agents, servants or employees on said drainage facilities and/or the appurtenances related thereto, shall be completed within a reasonable time after it is commenced. Grantors and their successors and assigns shall not construct, install or place anything within the easement area herein granted which will in any way interfere with full and unobstructed access to such area or the appurtenances related thereto, by Grantee, its agents, servants or employees, for any of the purposes above set forth. Grantee shall hold Grantors harmless from any and all third-party injury and/or damage claims arising out of

Grantee's, its agents', servants' or employees' use and operation of said drainage facilities or the appurtenances related thereto. Grantee shall provide and maintain appropriate insurance coverage for Grantee, its agents', servants' or employees' use and operation of and work performed upon said drainage facilities and the appurtenances related thereto, which coverage shall name Grantors as additional insured.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands this day of _____ of _____, 2020

GRANTORS



MATTHEW R. McCORMICK



KELLY L. McCORMICK

GRANTEE

The COUNTY OF ALBANY, NEW YORK

By _____

DANIEL P. MCCOY

Albany County Executive

STATE OF NEW YORK)

COUNTY OF ALBANY) ss:

On the 3rd day of December, 2020, before me personally appeared MATTHEW R. McCORMICK and KELLY L. McCORMICK personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that by their signatures on this instrument they executed the instrument.

Melanie J. Bunzey
NOTARY PUBLIC – STATE OF NEW YORK

MELANIE J. BUNZEY
Notary Public, State of New York
Qualified in Albany County
No. 01803048902
Commission Expires Oct. 2, 2022

STATE OF NEW YORK)

COUNTY OF ALBANY) ss:

On the _____ day of _____, 2020, before me 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, and that by his signature on this instrument, the individual or the person upon behalf of which the he acted, to wit: the COUNTY OF ALBANY, NEW YORK, executed the instrument.

NOTARY PUBLIC – STATE OF NEW YORK

SCHEDULE "A"

Description Permanent Easement "Parcel 2" located in the Town of Berne, County of Albany, State of New York to be conveyed by Matthew R. McCormick and Kelly L. McCormick to the County of Albany, New York

Beginning at a point in the southeasterly boundary line of a County Road known as Cass Hill Road-County Route 11, said point being in the division line between lands on the northeast now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-30.2) and lands on the southwest now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-31); thence proceeding southeasterly along the first mentioned division line, 16 +/- feet to a point, thence the following two courses, through the lands now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-31); 1. S 55° 20' 53" W 47.00 feet to a point, and 2. N 34° 39' 07" W 16.00 feet to a point in the aforementioned southeasterly boundary line of Cass Hill Road - County Route 11), thence northeasterly N 55° 20' 53" E along the last mentioned boundary line 49+/- feet to the point of beginning. Containing Area: 767 +/- sq. ft.

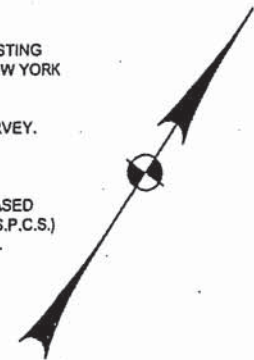
All as shown on a survey map entitled "Map of Proposed Easement To Be Conveyed To The County of Albany (Parcel Nos. 2 & 3), Town of Berne, Albany County, State of New York" prepared for the Albany County Department of Public Works by Creighton Manning Engineering dated July 13, 2020.

Description Permanent Easement "Parcel 3" located in the Town of Berne, County of Albany, State of New York to be conveyed by Matthew R. McCormick and Kelly L. McCormick to the County of Albany, New York

Beginning at a point in the southeasterly boundary line of a County Road known as Cass Hill Road-County Route 11, said point being in the division line between lands on the northeast now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-30.2) and lands on the southwest now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-31); thence proceeding northeasterly N 55° 20' 53" E along the first mentioned southeasterly boundary line of Cass Hill Road -County Route 1, 13+/- feet to a point; thence the following two courses and distances, through the lands now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-30.2); 1. S 34° 39' 07" E 16.00 feet to a point, and 2. S 55° 20' 53" W 14+/- feet to a point in the aforementioned division line between lands on the northeast now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-30.2) and

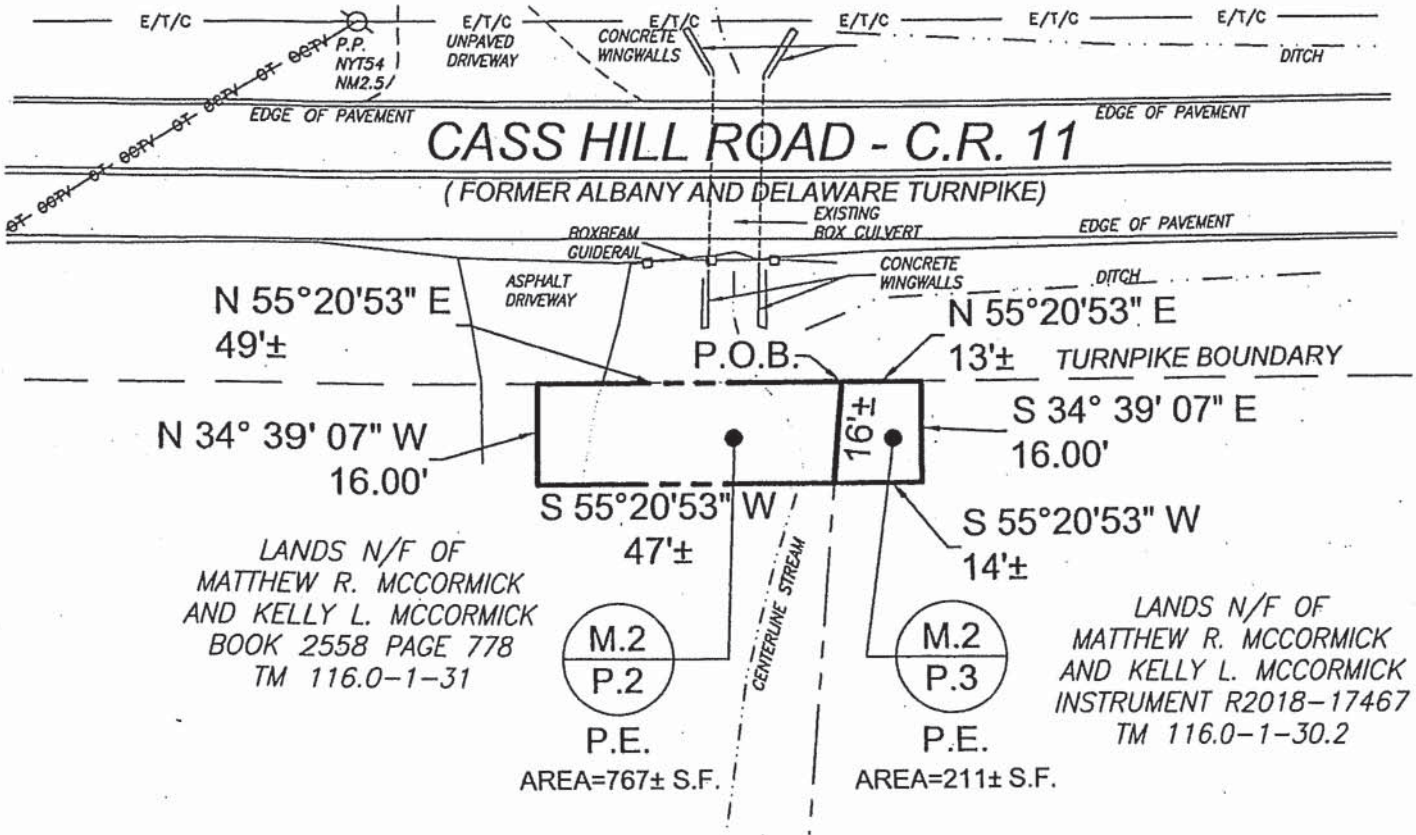
lands on the southwest now or formerly of Matthew R. McCormick and Kelly L. McCormick (TM No. 116.0-1-31), thence northwesterly along the last mentioned division line, 16+/- feet to the point of beginning. Containing Area: 211 +/- sq. ft. of land.

All as shown on a survey map entitled "Map of Proposed Easement To Be Conveyed To The County of Albany (Parcel Nos. 2 & 3), Town of Berne, Albany County, State of New York" prepared for the Albany County Department of Public Works by Creighton Manning Engineering dated July 13, 2020.



NOTES:

- 1. SURVEY SHOWN WAS PREPARED FROM A JUNE 2020 FIELD SURVEY.
- 2. SURVEY SHOWN WAS PREPARED WITHOUT THE BENEFIT OF AN UP TO DATE ABSTRACT OF TITLE OR TITLE REPORT AND IS SUBJECT TO ANY STATEMENTS OF FACT THAT SUCH AN ABSTRACT OF TITLE OR TITLE REPORT MAY REVEAL.
- 3. SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS THAT MAY EXIST, IF ANY.
- 4. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
- 5. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S SEAL, AND SIGNATURE IN RED, SHALL BE CONSIDERED TO BE TRUE AND VALID COPIES.
- 6. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.
- 7. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 8. NORTH ORIENTATION AND BEARINGS SHOWN HEREON ARE BASED ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (N.Y.S.P.C.S.) NAD 83/2011 WHICH WAS ESTABLISHED BY GPS OBSERVATION.



1 inch = 30 feet

08/27/20 - REVISED DEED CALL OUT

DONALD G. SOVEY, PLS



| | |
|------------|------------------|
| DRAWN: | M.T.P.J.J.M.O. |
| CHECKED: | D.G.S. |
| PROJ. NO.: | 120-105 |
| SCALE: | 1" = 30' |
| DATE: | JULY 13, 2020 |
| FILE: | cass hill rd.dwg |



Creighton Manning
 CREIGHTON MANNING ENGINEERING, LLP
 2 WINNERS CIRCLE - ALBANY - NEW YORK - 12205
 P: (518) 446-0297 F: (518) 446-0297 WWW.CMEELLP.COM

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 CREIGHTON MANNING
 ENGINEERING, LLP
 ENGINEERS, PLANNERS &
 SURVEYORS

PREPARED FOR:
 ALBANY COUNTY
 DEPARTMENT OF
 PUBLIC WORKS

MAP OF PROPOSED EASEMENTS
 TO BE CONVEYED TO
 THE COUNTY OF ALBANY
 (PARCEL NOS. 2 & 3)
 TOWN OF BERNE
 COUNTY OF ALBANY
 STATE OF NEW YORK

DRAINAGE EASEMENT

THIS INDENTURE made this _____ day of _____, by and between MATTHEW R. THOMPSON residing at 1398 Cass Hill Road, East Berne, New York 12059, as "Grantor", and the COUNTY OF ALBANY, NEW YORK, a New York municipal corporation having its principal office located at 112 State Street, Albany, New York 12207 as "Grantee",

WITNESSETH: That Grantor in consideration of One Dollar (\$1.00) to him in hand paid by Grantor, the receipt whereof is hereby acknowledged, does grant unto Grantee, its successors or assigns, a permanent easement for the installation, construction, maintenance, and/or repair of drainage facilities and appurtenances related thereto, in, on, over and through that area of the lands of Grantor bounded and described in Schedule "A" attached hereto and made part hereof. Said easement affects the lands conveyed to Grantor by Deed recorded in the Albany County Clerk's office as Document No. R2017-20872 (Tax Map No.116.-1-19). In addition, if it becomes reasonably necessary in the course of the installation and construction and/or the subsequent maintenance or repair of said drainage facilities and/or the appurtenances related thereto, Grantee and its agents, servants and employees may go upon the lands of Grantor immediately adjacent to the easement area and temporarily lay excavated dirt thereon and use machines or tools thereon. Grantee shall restore the surface of the easement area and adjoining lands of Grantor, including lawns, driveways and shrubs, to the extent they are disturbed as the result of such work. maintenance and/or repair work performed by grantee, its agents, servants or employees on said drainage facilities and/or the appurtenances related thereto, shall be completed within a reasonable time after it is commenced. Grantor and his successors and assigns shall not construct, install or place anything within the easement area herein granted which will in any way interfere with full and unobstructed access to such area or the appurtenances related thereto, by Grantee, its agents, servants or employees, for any of the purposes above set forth. Grantee shall hold Grantor harmless from any and all third-party injury and/or damage claims arising out of Grantee's, its agents', servants' or employees' use and operation of said drainage

facilities or the appurtenances related thereto. Grantee shall provide and maintain appropriate insurance coverage for Grantee its agents', servants' or employees' use and operation of and work performed upon said drainage facilities and the appurtenances related thereto, which coverage shall name Grantor as additional insured.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands this day of _____ of _____, 2020

GRANTOR



MATTHEW R. THOMPSON

GRANTEE

The COUNTY OF ALBANY, NEW YORK

By _____

DANIEL P. MCCOY

Albany County Executive

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On the 3rd day of December, 2020, before me personally appeared MATTHEW R. THOMPSON 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 by his signature on this instrument he executed the instrument.

Melanie J. Bunzey
NOTARY PUBLIC – STATE OF NEW YORK

MELANIE J. BUNZEY
Notary Public, State of New York
Qualified in Albany County
No. 01898648902
Commission Expires Oct. 2, 2022

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On the _____ day of _____, 2020, before me 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, and that by his signature on this instrument, the individual or the person upon behalf of which the he acted, to wit: the COUNTY OF ALBANY, NEW YORK, executed the instrument.

NOTARY PUBLIC – STATE OF NEW YORK

SCHEDULE "A"

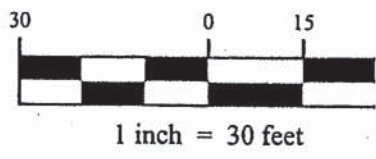
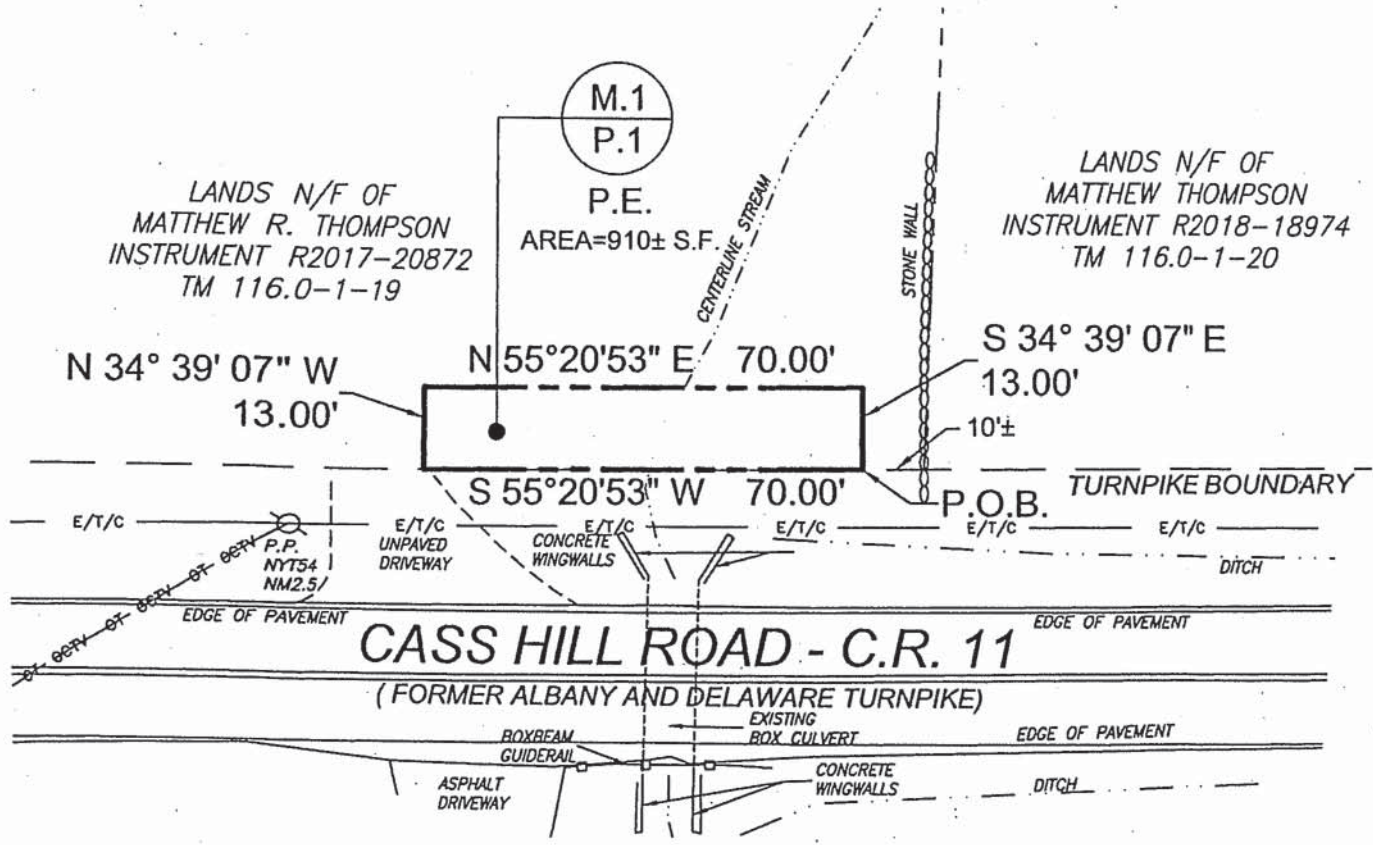
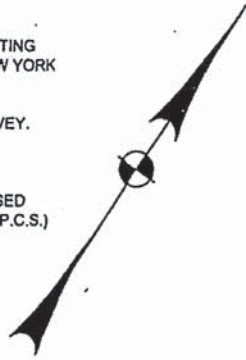
Description Permanent Easement "Parcel 1" located in the Town of Berne, County of Albany, State of New York to be conveyed by Matthew R. Thompson to the County of Albany, New York

Beginning at a point in the northwesterly boundary line of a County Road known as Cass Hill Road-County Route 11, said point being S 55° 20' 53" W, 10+/- feet from its point of intersection with the division line between lands on the northeast now or formerly of Matthew Thompson (TM No. 116.0-1-20) and lands on the southwest now or formerly of Matthew R. Thompson (TM No. 116.0-1-19); thence proceeding southwesterly S 55° 20' 53" W along the first mentioned boundary line of Cass Hill Road-County Route 11, 70.00 feet to a point; thence the following three courses and distances, through the lands now or formerly of Matthew R. Thompson (TM No. 116.0-1-19); 1. N 34° 39' 07" W 13.00 feet to a point, 2. N 55° 20' 53" E 70.00 feet to a point, and 3. S 34° 39' 07" E 13.00 feet to the point of beginning. Containing 910 +/- sq. ft. of land.

All as shown on a survey map entitled "Map of Proposed Easement to be conveyed to the County of Albany (Parcel No. 1) located in the Town of Berne, Albany County, State of New York". Prepared for the Albany County Department of Public Works by Creighton Manning Engineering dated July 13, 2020.

NOTES:

1. SURVEY SHOWN WAS PREPARED FROM A JUNE 2020 FIELD SURVEY.
2. SURVEY SHOWN WAS PREPARED WITHOUT THE BENEFIT OF AN UP TO DATE ABSTRACT OF TITLE OR TITLE REPORT AND IS SUBJECT TO ANY STATEMENTS OF FACT THAT SUCH AN ABSTRACT OF TITLE OR TITLE REPORT MAY REVEAL.
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8. NORTH ORIENTATION AND BEARINGS SHOWN HEREON ARE BASED ON THE NEW YORK STATE PLANE COORDINATE SYSTEM (N.Y.S.P.C.S.) NAD 83/2011 WHICH WAS ESTABLISHED BY GPS OBSERVATION.



Copy for
Landowner

08/27/20 - REVISED DEED CALL OUT
DONALD G. SOVEY, PLS



| | |
|------------|------------------|
| DRAWN: | M.T.P./J.M.O. |
| CHECKED: | D.G.S. |
| PROJ. NO.: | 120-105 |
| SCALE: | 1" = 30' |
| DATE: | JULY 13, 2020 |
| FILE: | cass hill rd.dwg |

Creight Manni
CREIGHTON MANNING ENGINEERS
2 WINNERS CIRCLE - ALBANY - NEW YORK
P: (518) 546-0296 F: (518) 546-0277 WWW.CME

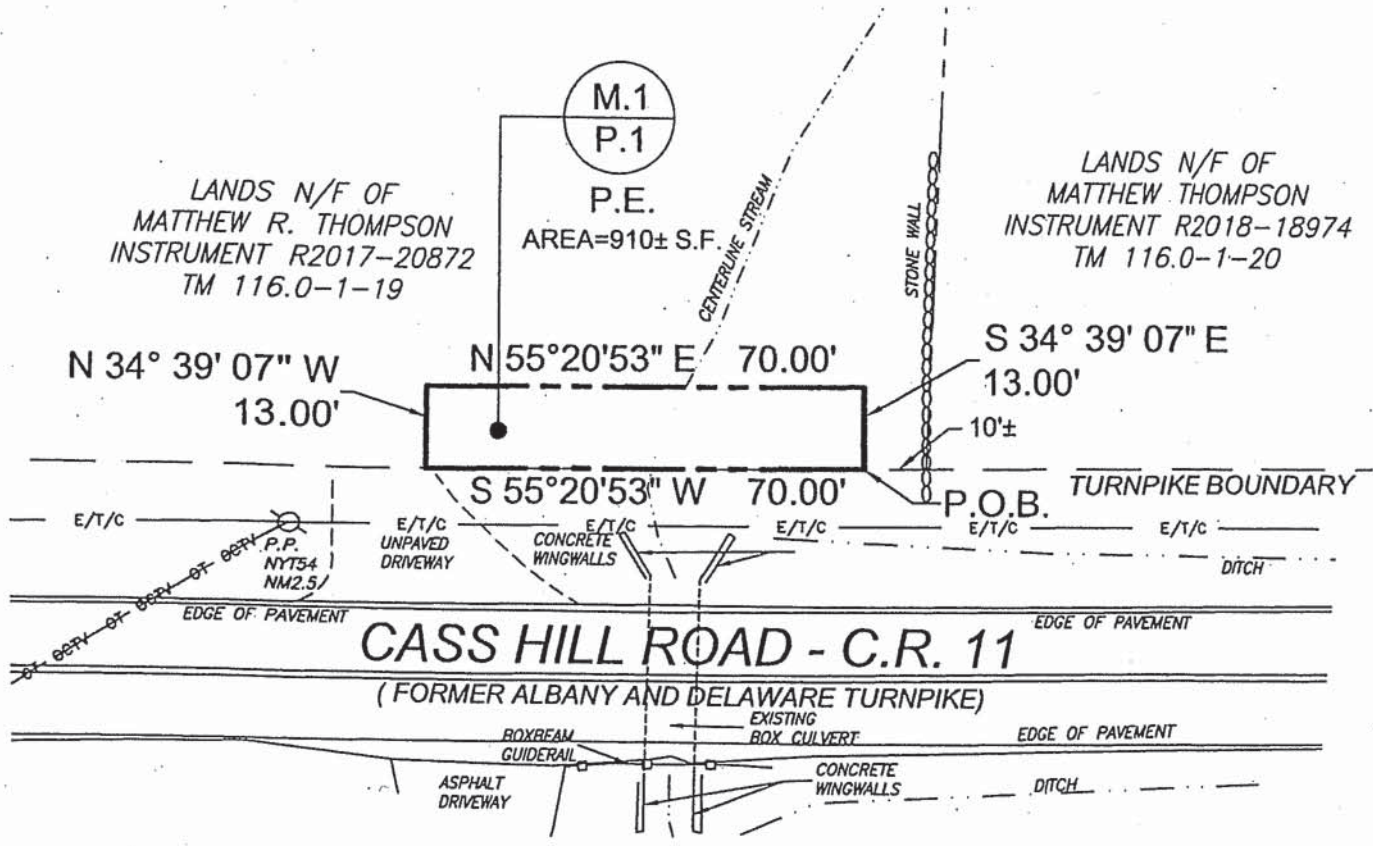
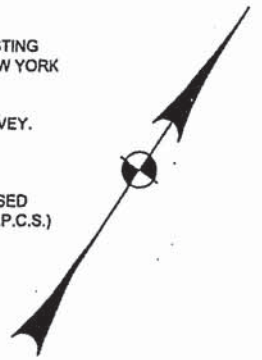
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ENGINEERING, LLP
ENGINEERS, PLANNERS &
SURVEYORS

PREPARED FOR
ALBANY COUNTY
DEPARTMENT OF
PUBLIC WORKS

COURTY OF PUBLIC WORKS
STATE OF NEW YORK

NOTES:

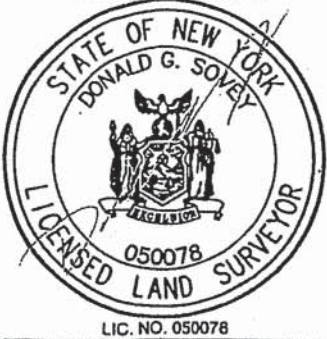
1. SURVEY SHOWN WAS PREPARED FROM A JUNE 2020 FIELD SURVEY.
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1 inch = 30 feet

08/27/20 - REVISED DEED CALL OUT

DONALD G. SOVEY, PLS



| | |
|------------|------------------|
| DRAWN: | M.T.P./J.M.O. |
| CHECKED: | D.G.S. |
| PROJ. NO.: | 120-105 |
| SCALE: | 1" = 30' |
| DATE: | JULY 13, 2020 |
| FILE: | cass hill rd.dwg |



Creighton Manning
 CREIGHTON MANNING ENGINEERING, LLP
 2 WINNERS CIRCLE - ALBANY - NEW YORK - 12205
 P: (518) 448-0297 F: (518) 448-0297 WWW.CMELLPA.COM

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 CREIGHTON MANNING
 ENGINEERING, LLP
 ENGINEERS, PLANNERS &
 SURVEYORS

PREPARED FOR:
 ALBANY COUNTY
 DEPARTMENT OF
 PUBLIC WORKS

MAP OF PROPOSED EASEMENT
 TO BE CONVEYED TO
 THE COUNTY OF ALBANY
 (PARCEL NO. 1)
 TOWN OF BERNE
 COUNTY OF ALBANY,
 STATE OF NEW YORK