

County of Albany

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



Meeting Agenda

Tuesday, January 25, 2022

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH NTS DATA SERVICES, LLC REGARDING SUPPORT AND MAINTENANCE OF SOFTWARE INSTALLED AT THE ALBANY COUNTY BOARD OF ELECTIONS
3. AUTHORIZING A LEASE AGREEMENT WITH INTERNATION PROFESSIONAL WRESTLING HALL OF FAME AT THE MVP ARENA
4. AUTHORIZING AN AGREEMENT WITH DAVID FRUEH, LLC CONTRACTING REGARDING ASH DISPOSAL AT THE WATER PURIFICATION DISTRICT NORTH PLANT
5. AUTHORIZING AN AGREEMENT WITH SULLIVAN CONTRACTING, INC. REGARDING ASBESTOS AND LEAD PAINT ABATEMENT SERVICES FOR THE SHAKER HISTORIC VILLAGE EXTERIOR STABILIZATION PROJECT
6. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM REGARDING CUSTODIAL AND BUILDING MAINTENANCE SERVICES FOR THE ALBANY COUNTY COURT HOUSE, JUDICIAL CENTER AND FAMILY COURT
7. AUTHORIZING AN AGREEMENT WITH CHA CONSULTING, INC. REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR157 (NEW KARNER ROAD) HIGHWAY IMPROVEMENT PROJECT
8. AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, PC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE CR157 PHASE III HIGHWAY IMPROVEMENT PROJECT IN THE TOWN OF COLONIE

County of Albany

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



Meeting Minutes

Tuesday, November 23, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

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

Excused: Samuel I. Fein

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGARDING CONSTRUCTION ON THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (STATE ROUTE 85)

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

3. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE REGARDING RESURFACING AND SAFETY IMPROVEMENTS TO CR151 (ALBANY SHAKER ROAD)

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

4. AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES 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.

5. AUTHORIZING AN AGREEMENT WITH JOHNSON CONTROLS, INC. REGARDING HVAC PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE FOR THE HAROLD L. JOYCE BUILDING AND JUDICIAL CENTER

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

- 6. AUTHORIZING AN AGREEMENT WITH ECKERT MECHANICAL, LLC REGARDING HVAC PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE FOR THE HAROLD L. JOYCE BUILDING, SOCIAL SERVICES BUILDING, COUNTY COURTHOUSE AND JUDICIAL CENTER

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

- 7. AUTHORIZING AN AGREEMENT WITH GILBANE BUILDING COMPANY REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE CAPITAL DISTRICT JUVENILE SECURE DETENTION FACILITY

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 SMRT ARCHITECTS AND ENGINEERING, P.C. REGARDING DESIGN AND CONSTRUCTION SERVICES FOR RENOVATIONS AT THE CAPITAL DISTRICT JUVENILE SECURE DETENTION FACILITY

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

- 9. AUTHORIZING AN AGREEMENT WITH AOW ASSOCIATES, INC. REGARDING GENERAL CONSTRUCTION SERVICES FOR THE ALBANY COUNTY TIMES UNION CENTER LOCKERS, DRESSING ROOMS, AND HALLWAY UPGRADES PROJECT

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 HEWITT YOUNG ELECTRIC, LLC REGARDING ELECTRICAL CONSTRUCTION SERVICES FOR THE ALBANY COUNTY TIMES UNION CENTER LOCKERS, DRESSING ROOMS, AND HALLWAY UPGRADES PROJECT

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 ECKERT MECHANICAL, LLC REGARDING PLUMBING CONSTRUCTION SERVICES FOR THE ALBANY COUNTY TIMES UNION CENTER LOCKERS, DRESSING ROOMS, AND HALLWAY UPGRADES PROJECT**

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 ECKERT MECHANICAL, LLC REGARDING MECHANICAL CONSTRUCTION SERVICES FOR THE ALBANY COUNTY TIMES UNION CENTER LOCKERS, DRESSING ROOMS, AND HALLWAY UPGRADES PROJECT**

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

- 13. AUTHORIZING AN AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC. REGARDING A COUNTYWIDE BROADBAND FEASIBILITY AND IMPLEMENTATION STUDY AND AMENDING THE 2021 ALBANY COUNTY BUDGET**

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

- 14. AUTHORIZING AN AGREEMENT WITH MVP HEALTH CARE REGARDING NAMING RIGHTS FOR THE TIMES UNION CENTER**

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

- 15. AUTHORIZING AN AGREEMENT WITH DAKTRONICS REGARDING THE REPLACEMENT OF AN OUTDOOR LED VIDEO DISPLAY 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.



Albany County Board of Elections

COMMISSIONERS OF ELECTION
Rachel L. Bledi (R)
Kathleen Donovan (D)

260 S. PEARL ST.
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

MEMO

TO: Andrew Joyce, Chairman of the Legislature
Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Christopher Herbert, Budget Analyst

FROM: Rachel Bledi, Board of Elections Commissioner
Kathleen Donovan, Board of Elections Commissioner

RE: 2022 NTS Data Services Contract

DATE: 12/27/2021

Please be advised that the Albany County Board of Elections is seeking renewal of its maintenance agreement with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the TEAM voter registration, WorkFlow, Sign-It! signature digitization, full document imaging and PACETS election management applications currently installed in the Board of Elections. It also prints our April countywide mail check card and provides the data for emergency pollbooks. NTS is the only company that can practically and legally maintain the software and supplies these systems to forty-nine other counties in New York State. The cost of the agreement is \$102,797 for a one-year term from 01/01/2021 to 12/31/2022.

Annexed hereto is the copy of the quote from the vendor. If you have any questions, please feel free to contact us.

11/24/2021

Commissioner Kathleen Donovan
Commissioner Rachel L. Bledi
Albany County Board Of Elections
260 South Pearl St
Albany, NY 12202

Dear Commissioners:

As we move into the second half of 2021, we know how important it is to have information to prepare for your 2022 budget. Below, please find the pricing for 1,3, and 5-year renewal options. Please note that the pricing below assumes that the county is using the most current version of our software.

Maintenance, Support and Services Covered Under New Contract

NTS Products Under Current Contract	Year	1-Year Contract	3-Year Contract	5-Year Contract
Base Services:				
Annual Maintenance & Support	2022	\$102,797	\$101,300	\$99,803
TEAM/Suite, TEAM Middleware (IMS), Workflow (Multi-folder)	2023		\$104,339	\$102,797
	2024		\$107,469	\$105,881
Additional Products & Services:				
PACETS, Voter Information Center / Polling Place Locator (VIC/PPL)/ Mailcheck Cards (excludes postage)	2025			\$109,057
	2026			\$112,329

Please let us know if you have any questions.

Sincerely,



Samantha Sevenish
Director of Technical Projects



December 28, 2021

Commissioner Kathleen Donovan
Commissioner Rachel L. Bledi
Albany County Board of Elections
224 South Pearl Street
Albany, NY 12202

Dear Commissioners:

NTS Data Services, LLC is the developer and sole point of support and maintenance for the TEAM/Suite voter registration, WorkFlow, PACETS election management system and IMS interface messaging system applications currently installed in the Board of Elections. As NTS is the only company that can practically and legally maintain the software, this would be a sole source situation. NTS supplies these systems to forty-nine other counties in New York State and is the only company providing voter registration software and services that is locally based - in Wheatfield, New York.

NTS systems have been certified by the State Board of Elections to be in compliance with the interface requirements of the NYSVoter statewide voter registration system and your Board uses this functionality to communicate back and forth with NYSVoter. In addition, NTS continually maintains and upgrades functionality in our software modules and new releases are included in the renewal contract at no additional cost.

As our history has demonstrated, Albany County has the comfort in knowing that these critical elements of your election process are handled by experienced NTS personnel who are familiar with requirements set forth by the Albany County Board of Elections and the New York State Board of Elections. We know the critical importance of our service to our customers and have built an infrastructure that troubleshoots and delivers.

I hope the above helps to clarify the issues related to the renewal contract. Should you or anyone else in the County have any questions, please feel free to contact me at 800-458-3820 ext 202

Sincerely,

Samantha Sevenish
Director of Technical Projects



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
NTS Data Services LLC
2079 Sawyer Drive
Niagara Falls, NY 14304
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)
1b. Business Telephone Number of Insured
716-691-4455
1c. Federal Employer Identification Number of Insured or Social Security Number
16-1580300

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
ALBANY COUNTY BOARD OF ELECTIONS
32 NORTH RUSSELL ROAD
ALBANY, NY 12206
3a. Name of Insurance Carrier
The Guardian Life Insurance Company of America
3b. Policy Number of entity listed in box "1a":
00937226-0107
3c. Policy effective period:
07/01/2019 to 07/01/2020

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes or employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed: 07/02/2019
By: Raymond J. Marra (Signature) Raymond J. Marra
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number: 1-888-278-4542 Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b, 4c or 5b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form coverage indicated on this certificate. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved the by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



County of Albany

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

Legislation Text

File #: TMP-3021, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for the Board of Elections

Date:	1/3/2022
Submitted By:	Rachel Bledi
Department:	Board of Elections
Title:	Commissioner
Phone:	518-487-5070
Department Rep.	
Attending Meeting:	Rachel Bledi

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):
NTS Data Services, LLC

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

Amount/Raise Schedule/Fee: 102,797
Scope of Services: Renewal of annual maintenance agreement

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: A91450-44919- Election Data Services
Appropriation Amount: 115,000 in 2022 Budget

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) 01/01/2022-12/31/2022
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: CAB Request for CMS Contract #5995 (last year's price was less than 100k)
Date of Adoption: CAB Approval: 1/14/2021

Justification: (state briefly why legislative action is requested)

NTS is the developer and sole-point of support/maintenance for TEAM Voter registration, WorkFlow, Signit! Signature digitization, full document imaging and PACETS election management applications currently installed at BoE.

Request for Contract Approval	
Request ID #	5895
Contract #	5995
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A1450 - Board of Elections
Date submitted	12/21/20
Contact person	Bledi, Rachel
Contact Phone	(518) 487-5070
Vendor	NTS Data Services
Estimated Amount	\$99,803
Estimated Term	1/1/2021-12/31/2021
Scope of Services	The Albany County Board of Elections is seeking renewal of its maintenance agreement with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the TEAM voter registration, WorkFlow, Sign-It! signature digitization, full document imaging and PACETS election management applications currently installed in the Board of Elections. It also prints our April countywide mail check card and poll books. NTS is the only company that can practically and legally maintain the software and supplies these systems to forty-nine other counties in New York State. The cost of the agreement is \$99,803
Budget Line Item	Account Code
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date
For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



Albany County Board of Elections

COMMISSIONERS OF ELECTION

RACHEL L. BLEDI
REPUBLICAN

MATTHEW J. CLYNE
DEMOCRATIC

260 SOUTH PEARL STREET
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 AM to 4:30 PM
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM/VOTE

DEPUTY COMMISSIONERS

HEIDI R. CONNORS (D)

MELISSA KERMANI (R)

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget

RE: 2021 NTS Data Services Contract

DATE: 12/21/2020

Please be advised that the Albany County Board of Elections is seeking renewal of its maintenance agreement with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the TEAM voter registration, WorkFlow, Sign-It! signature digitization, full document imaging and PACETS election management applications currently installed in the Board of Elections. It also prints our April countywide mail check card and poll books. NTS is the only company that can practically and legally maintain the software and supplies these systems to forty-nine other counties in New York State. The cost of the agreement is \$99,803

Annexed hereto is the copy of the quote from the vendor. If you have any questions, please feel free to contact us.



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: Board of Elections
Commissioner Matthew J. Clyne
Commissioner Rachel L. Bledi

FROM: Karen Storm

DATE: December 28, 2020

RE: Sole Source – NTS

I am writing in response to your request for a determination of sole source vendor status for NTS. I have reviewed the documentation you sent as well as General Municipal Law 103 as it applies to the sole source determination.

In determining whether a service should be considered a sole source it is incumbent upon the County to document that those services uniquely serve the public interest and that no other vendor can provide substantially equivalent or similar benefits.

It appears that NTS, is the developer and the sole point of support and maintenance for the TEAM/Suite voter registration. I hereby affirm, that NTS is a sole source vendor, as it provides a unique service and benefit that no other vendor currently can offer.

If you have any questions in this regard, please feel free to contact me.



2079 Sawyer Drive
Niagara Falls, NY 14304
800.458.3820

8/6/2020

Commissioner Matthew J. Clyne
Commissioner Rachel L. Bledi
260 South Pearl St
Albany, NY 12202

Dear Commissioners:

Now that the 2020 Primary Elections are behind us & we start preparing for General Election 2020, hopefully there will be some time for you to enjoy what remains of the summer. Looking ahead to the later part of the year, there will also be the need for you to prepare & submit your budget for 2021. To help facilitate the process, I am submitting the relevant NTS information below:

Maintenance, Support and Services Covered Under New Contract

NTS Products Under Current Contract	Year	1-Year Contract
Base Services: Annual Maintenance & Support TEAM/Suite, TEAM Middleware (IMS), Workflow (Multi-folder) Additional Products & Services: PACETS, Voter Information Center / Polling Place Locator (VIC/PPL)	2021	\$99,802.88
	2022	
	2023	
	2024	
	2025	

Considering the changing landscape of elections there may be some additional NTS applications & services listed below that may be beneficial to the performance of your office. We will reach out to you in the coming weeks in this regard or contact us sooner if you prefer.

Election Night Reporting (ENR)

Sincerely,

Gina Shields
Election Services Manager



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE
BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

NTS DATA SERVICES LLC
2079 SAWYER DRIVE
NIAGARA FALLS NY 14304

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1b. Business Telephone Number of Insured

716-691-4455

1c. Federal Employer Identification Number of Insured or Social Security Number

16-1580300

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

ALBANY COUNTY BOARD OF ELECTIONS
32 NORTH RUSSELL ROAD
ALBANY, NY 12206

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":

00937226-0107

3c. Policy effective period:

07/01/2019 to 07/01/2021

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed: 06/26/2020

By: Raymond J. Marra Raymond J. Marra

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b, 4c or 5b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed:

By: _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form coverage indicated on this certificate. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228	716-632-6118	CONTACT NAME: Carol Wirth PHONE (A/C, No, Ext): 716-632-6118 FAX (A/C, No): 716-631-5045 E-MAIL ADDRESS: cwirth@uiaai.com
	INSURER(S) AFFORDING COVERAGE	
INSURED NTS Data Services, LLC NTS Data Services, Inc. 2079 Sawyer Drive Niagara Falls, NY 14304-2962	INSURER A: Twin City Fire Ins. Co. NAIC # 29459	
	INSURER B: Citizens Ins Co of America 31534	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		Y	OBSA344579-07	08/14/2020	08/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBSA344579-07	08/14/2020	08/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			OBSA344579-07	08/14/2020	08/14/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	01WBCLX1137	08/14/2020	08/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an Additional Insured under the General Liability policy to the extent of the written contract, not to exceed the limits shown above.

CERTIFICATE HOLDER ALBANYT Albany County Board of Elections 32 North Russell Road Albany, NY 12206	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Edmond C. Helia J.</i>



December 18, 2020

Commissioner Matthew J. Clyne
Commissioner Rachel L. Bledi
Albany County Board of Elections
224 South Pearl Street
Albany, NY 12202

Dear Commissioners:

NTS Data Services, LLC is the developer and sole point of support and maintenance for the TEAM/Suite voter registration, WorkFlow, PACETS election management system and IMS interface messaging system applications currently installed in the Board of Elections. As NTS is the only company that can practically and legally maintain the software, this would be a sole source situation. NTS supplies these systems to forty-nine other counties in New York State and is the only company providing voter registration software and services that is locally based – in Wheatfield, New York.

NTS systems have been certified by the State Board of Elections to be in compliance with the interface requirements of the NYSVoter statewide voter registration system and your Board uses this functionality to communicate back and forth with NYSVoter. In addition, NTS continually maintains and upgrades functionality in our software modules and new releases are included in the renewal contract at no additional cost.

As our history has demonstrated, Albany County has the comfort in knowing that these critical elements of your election process are handled by experienced NTS personnel who are familiar with requirements set forth by the Albany County Board of Elections and the New York State Board of Elections. We know the critical importance of our service to our customers and have built an infrastructure that troubleshoots and delivers.

I hope the above helps to clarify the issues related to the renewal contract. Should you or anyone else in the County have any questions, please feel free to contact me at 800-458-3820.


Sincerely,

Anthony Marchioni
General Manager



TIMES UNION CENTER ALBANY, NEW YORK




AN  MANAGED FACILITY

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

MEMORANDUM

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

From: Bob Belber 
Regional General Manager

Date: December 28, 2021

Re: Request For Legislative Action – Lease with the International Professional Wrestling Hall of Fame – Former offices of the ECAC Hockey League – in the Atrium of the Arena

The office space includes 1,500 square feet of space and is located on the mezzanine level of the atrium adjacent to the Tech Forward, Inc. space to the right side of the atrium. The ECAC had been using the space as part of an arrangement that resulted in the NCAA Division I Men’s Ice Hockey East Regional Championship to be continually co-hosted by the ECAC and either RPI or Union College on a revolving basis. The ECAC paid \$500 per month for the use of the space and they advocated heavily on our behalf when we submitted bids to host the NCAA Hockey events in Albany. Last Spring the ECAC moved out of the space and the Commissioner of the ECAC is now working from his home in Clifton Park.

With the space being available, and given that access to the space is limited to when the atrium is open to the public, we believe that a perfect fit for the use of the space would be to have the International Professional Wrestling Hall of Fame take over the space and allow attendees of events to be able to enter the space to see the history of professional wrestling along with the memorabilia and photographs etc., which will be on display. This is a non-for-profit organization and they have committed themselves to educate the public about the history of this sport.

A letter of intent has been received. They have asked to have the first two years be \$0 in rent so they can invest in the fit up that will be necessary to properly display their history museum for the public to enjoy. However, they have agreed to pay \$200 per month for utilities that will be provided by the arena. In Years 3-5 the IPWHF will pay \$500 per month for rent plus the \$200 per month for utilities. See attached LOI.

We believe this organization will help educate the public about the sport and provide fun culture for attendees prior to them entering the arena to see the events. Thank you for adding this to the agenda of the next available Civic Center Committee.



International Professional Wrestling Hall of Fame
PO Box 598
Catskill, New York 12414

December 28, 2021

Bob Belber
General Manager, ASM Global
Times Union Center
51 Pearl Street
Albany, New York 12207

Dear Mr. Belber:

It is the intent of the International Professional Wrestling Hall of Fame (IPWHF) to enter into a five year lease with Albany County to occupy the office space formerly used by the ECAC Hockey League on the mezzanine level in the Atrium at the MVP Arena (formerly the Times Union Center).

The terms for rent and utilities to be included in the lease are agreed to as follows:

- Year 1 Monthly Rent - \$0 * The IPWHF agrees to provide "in-kind" community education services by being open for attendees of events to enable them to see IPWHF memorabilia and historic artifacts
- Year 2 Monthly Rent - \$0 * The IPWHF agrees to provide "in-kind" community education services by being open for attendees of events to enable them to see IPWHF memorabilia and historic artifacts
- Year 3 Monthly Rent - \$500
- Year 4 Monthly Rent - \$500
- Year 5 Monthly Rent - \$500
- The IPWHF will pay \$200 per month for the duration of lease to cover utilities which will remain on the arena's account with National Grid

In addition to the terms for rent and utilities, it is understood that the IPWHF must provide insurance to cover general liability, worker compensation insurance, and vehicle insurance for any staff members who park in the surface parking lot or garage. Albany County and the MVP Arena will act in good faith to promote the IPWHF and will ensure easy access for individuals to attend the museum and its related events.

The International Professional Wrestling Hall of Fame, a not-for-profit education corporation chartered by the New York State Education Department in December 2019, was formed to preserve and honor the history of professional wrestling from around the world. The MVP Arena, since it first opened as the Knickerbocker Arena in 1990, has become an integral part of the history of professional wrestling. I feel that the IPWHF can enhance the Atrium at the MVP Arena, and we look forward to a collaborative relationship with you, your staff, and all related personnel.



International Professional Wrestling Hall of Fame
PO Box 598
Catskill, New York 12414

December 28, 2021

Bob Belber
General Manager, ASM Global
Times Union Center
51 Pearl Street
Albany, New York 12207

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Thank you in advance for any assistance you provide in helping the IPWHF to secure a five year lease for the space at the MVP Arena. Feel free to contact me if you wish to discuss this letter of intent or any related issue further by email at: sethturner1@msn.com or by phone at: 845-417-8614.

Sincerely,

A handwritten signature in black ink, appearing to be "Seth M. Turner", with a long horizontal flourish extending to the right.

Seth M. Turner
President



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN
JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 7, 2022

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

Re: RFB-2021-143-North Plant Ash Lagoon Cleaning

Dear Mr. Joyce

The Water Purification District (District) is requesting authorization to award the above subject contract to David Frueh Contracting for a total not to exceed amount of \$111,350 for a contract term of 10 months which is scheduled to run from March 1, 2022 through December 31, 2022. Work shall include the removal and disposal of incinerator ash at the North Plant.

David Frueh Contracting was the only bidder for this RFB. The District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN

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

ANGELOW S. GAUDIO
EXECUTIVE DIRECTOR

MEMORANDUM

To: Karen Storm, Purchasing Agent
From: Angelo S. Gaudio, Executive Director *ASG*
Subject: RFB-2021-143 North Plant Ash Lagoon Cleaning Award Recommendation
Date: November 24, 2021

The Water Purification District recommends award to the apparent low bidder, David Frueh Contracting LLC. for a sum of \$111,350.00 which includes an allowance of \$8,000.00.

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

ASG:lc



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Karen Storm
Purchasing Agent

DATE: November 24, 2021

RE: RFB 2021-143

I am in receipt of your recommendation to award the aforementioned Request for Bids to David Frueh Contracting in the amount of \$111,350.00.

As David Frueh Contracting 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.



County of Albany

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

Legislation Text

File #: TMP-3034, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract authorization with David Frueh Contracting in the amount of \$111,350 for the cleaning of the North Plant Ash lagoon

Date:	1/7/2022
Submitted By:	Angelo Gaudio
Department:	Water Purification District
Title:	Executive Director
Phone:	518-477-1624
Department Rep.	Angelo Gaudio
Attending Meeting:	Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

David Frueh Contracting LLC
PO Box 183
Glenmont, NY 12077-0183

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$111,350
Scope of Services: Removal of sludge ash

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: G98130 44071 10000 (Property Repair)

Appropriation Amount: \$ 111,350

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) March 1 - Dec 31, 2022

Length of Contract: 10 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)

Our sludge ash is stored in open lagoons. On an annual basis we are required to remove and dispose of ash to provide adequate storage volume in the lagoons for the additional sludge ash that is generated weekly.



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

October 26, 2021

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to enter into an agreement with Sullivan Contracting, Inc. for asbestos and lead paint abatement services for the Shaker Historic Village Exterior Stabilization Project as further noted in RFB #2021-133.

The cost of this service is \$168,800.00 with a contingency allowance of \$25,320.00 for a not to exceed total of \$194,120.00.

All cost of these services will be covered under bond number HHS Res. No. 551 of 2015 adopted December 14, 2015.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is January 1, 2022 – June 30, 2022

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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



County of Albany

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

Legislation Text

File #: TMP-2881, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with Sullivan Contracting, Inc.

Date: 10/27/2021
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):

Sullivan Contracting, Inc.
9362 Paris Hill Road, PO Box 502
Sauquoit, NY 13456

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 194,120.00
Scope of Services: Asbestos and lead paint abatement services for the Shaker Historic Village Exterior Stabilization Project as further noted in RFB #2021-133.

Bond Res. No.: Res. No. 551 of 2015
Date of Adoption: December 14, 2015.

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: NA

Appropriation Account and Line: 1620-4046

Appropriation Amount: 194,120.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 50%

County: 50%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) January 1, 2022 - June 30, 2022

Length of Contract: 6 Months

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to enter into an agreement with Sullivan Contracting, Inc. for asbestos and lead paint abatement services for the Shaker Historic Village Exterior Stabilization Project as further noted in RFB #2021-133.

The cost of this service is \$168,800.00 with a contingency allowance of \$25,320.00 for a not to exceed total of \$194,120.00.

All cost of these services will be covered under bond number HHS Res. No. 551 of 2015 adopted December 14, 2015.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is January 1, 2022 - June 30, 2022



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: October 26, 2021

Re: RFB#2021-133 SHAKER HISTORIC VILLAGE EXTERIOR REMEDIATION

I have reviewed the bids for RFB#2021-133 and recommend Sullivan Contracting, Inc. as the low bidder of \$168,800 with a contingency of \$25,320 for a not to exceed total of \$198,120.

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

DML:tas



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

DANIEL P. McCOY
 COUNTY EXECUTIVE

DAVID M. LATINA
 COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
 PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
 General Services

FROM: Karen Storm *K Storm*
 Purchasing Agent

DATE: October 26, 2021

RE: RFB#2021-133 Shaker Historic Village Exterior Remediation

I am in receipt of your recommendation to award the aforementioned Request for Bids to Sullivan Contracting, Inc. in the amount of \$194,120.00.

As Sullivan Contracting, Inc. is the low responsive and responsible bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Shaker Historic Village Exterior Remediation**
 Bid Number: 2021-133

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
Addendum	10/12/21	#1
ADDENDUM	10/15/21	#2

(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)

BID SUBTOTAL

I/we acknowledge to perform all work shown on the drawings and described in the specifications for the sum of ~~ONE HUNDRED SIXTY-EIGHT THOUSAND~~ dollars (\$ 168,800.00)

~~EIGHT HUNDRED DOLLARS~~

CONSTRUCTION CONTINGENCY

Please allow for a 15% construction contingency based on the Bid Total above:

TWENTY FIVE THOUSAND THREE dollars (\$ 25,320.00)

~~NUDRED TWENTY DOLLARS~~

BID GRAND TOTAL

I/we acknowledge to perform all work shown on the drawings and described in the specifications plus a 15% construction contingency for the sum of ONE HUNDRED NINETY-FOUR THOUSAND dollars (\$ 194,120.00)

~~THOUSAND ONEHUNDRED TWENTY DOLLARS~~

TIME TO COMPLETE

If awarded the Contract we will substantially complete the work within 45 calendar days from the date the Agreement is executed.

SCOPE OF WORK – BID BREAKDOWN

1. General Conditions and Scaffolding	\$ <u>3,000.00</u>
2. Mobilization	\$ <u>2,000.00</u>
3. Performance Bond & Labor and Materials Bond	\$ <u>4,700.00</u>
4. Trustee's Office:	
a. Stabilize paint on exterior window/door wooden components by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant.	\$ <u>-</u>
b. Stabilize paint on wood or metal trim, cornices, fascia boards, etc., by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant.	\$ <u>22,000.00</u>
c. Stabilize paint on wood siding of dormer by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant.	\$ <u>-</u>
d. Remove ACM exterior caulk or glazing compound in select areas and apply non-ACM material to match. Application shall follow manufacturer's requirements.	\$ <u>14,000.00</u>
e. Remove ACM chimney flashing and apply non-ACM material to match. Application shall follow manufacturer's requirements.	\$ <u>6,000.00</u>

- f. Remove ACM sealant at dormers and apply non-ACM material to match. Application shall follow manufacturer's requirements. \$ 14,000.00
- 5. Brethren's Workshop:**
- a. Stabilize paint on exterior window/door wooden components by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ -
- b. Stabilize paint on all wooden components of front porch and columns by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ 17,000.00
- c. Stabilize paint on wood or metal trim, cornices, fascia boards, etc., by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ 22,000.00
- d. Stabilize paint on wood siding of dormer by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ -
- e. Remove ACM exterior caulk or glazing compound in select areas and apply non-ACM material to match. Application shall follow manufacturer's requirements. \$ 8,000.00
- f. Remove ACM chimney flashing and apply non-ACM material to match. Application shall follow manufacturer's requirements. \$ 2,200.00
- g. Remove ACM sealant at dormers and apply non-ACM material to match. Application shall follow manufacturer's requirements. \$ 8,400.00
- 6. Wash and Extract House:**
- a. Stabilize paint on exterior window/door wooden components by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ 2,800.00
- b. Remove ACM sealant along roof flashing. \$ 1,400.00
- c. Stabilize paint on wood or metal trim, cornices, fascia boards, etc., by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ 25,000.00
- d. Stabilize paint on wood siding of dormer by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ -
- e. Remove ACM exterior caulk or glazing compound in select areas and apply non-ACM material to match. Application shall follow manufacturer's requirements. \$ 2,800.00
- f. Remove ACM chimney flashing and apply non-ACM material to match. Application shall follow manufacturer's requirements. \$ 1,500.00
- g. Remove ACM sealant at dormers and apply non-ACM material to match. Application shall follow manufacturer's requirements. \$ -
- 7. Garage:**
- a. Stabilize paint on exterior window/door wooden components by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ -
- b. Stabilize paint on wood or metal trim, cornices, fascia boards, etc., by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ -
- c. Stabilize paint on wood siding of dormer by scraping loose and flaking paint, then feathering rough edges and applying lead paint encapsulant. \$ -

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Shaker Historic Village Exterior Remediation**
Bid Number: 2021-133

COMPANY: SULLIVAN CONTRACTING, INC.

ADDRESS: 9362 PARIS HILL ROAD, PO BOX 502

CITY, STATE, ZIP: SAUQUOIT, NEW YORK 13456

TEL. NO.: 315-737-3827

FAX NO.: 315-737-7651

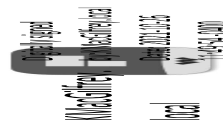
FEDERAL TAX ID NO.: 65-1222913

REPRESENTATIVE: TIMOTHY W. DAVIS

E-MAIL: tdavis@sullivancontractinginc.com

SIGNATURE AND TITLE *Timothy W. Davis* - SENIOR ESTIMATOR

DATE OCTOBER 20, 2021



BF3

Kyle MacGilfrey
ALEC Testing & Analsys, Inc.
*no exemptions taken
kmacgilfrey@alectesting.com
Date: 10/26/2021

RFB#2021-133					
Shaker Historic Village Exterior Remediation					
Thursday October 21, 2021					
5% Bid Security	Alvion Group Inc Bond	Jupiter Environmental Bond	Sullivan Contracting Bond		
Lump Sum	\$ 258,000.00	\$ 202,000.00	\$ 168,800.00		
15% Contingency Allowance	\$ 38,700.00	\$ 30,300.00	\$ 25,320.00		
Bid Total	\$ 296,700.00	\$ 232,300.00	\$ 194,120.00		

RESOLUTION NO. 551

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 14, 2015, AUTHORIZING VARIOUS RENOVATIONS AND IMPROVEMENTS TO THE SHAKER FACILITY COMPLEX, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/14/15

By Mr. Cotrofeld, Audit and Finance Committee and Mr. Nichols:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake various renovations and improvements to the Shaker Facility Complex, in the City of Albany, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2016 Capital Plan in the County’s 2016-2020 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$500,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(3) of the New York Local Finance Law (the “Law”) is ten (10) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$500,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

- (a) The building described above is a class “C” building, as defined under subdivision 11 of Section 11.00 of the Law.
- (b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.
- (c) The proposed maturity of the bonds authorized by this resolution may exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by

this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(2), (6), (14) and (21), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (2) such obligations are authorized in violation of the provisions of the constitution.

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Ms. Benedict, Messrs. Beston, Bullock, Carman, Ms. Chapman, Messrs. Clay, Clenahan, Clouse, Commisso, Ms. Connolly, Messrs. Corcoran, Cotrofeld, Crouse, Dawson, Domalewicz, Ethier, Feeney, Higgins, Hogan, Jacobson, Joyce, Ms. Lockart, Mr. Mackey, Ms. Maffia-Tobler, Mr. Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Morse, Nichols, O'Brien, Rahm, Reilly, Simpson, Stevens, Tunny and Ward – 37.

Those opposed: - 0.

Resolution was adopted. 12/14/15



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

December 21, 2021

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

Re: Agreement between NYS Unified Court System and the County of Albany for custodial services,
building maintenance and minor repairs.

Dear Chairman Joyce:

The Department of General Services requests Legislative approval of a contract with New York State Unified Court System in the amount of \$690,500, pursuant to Section 1 of the existing contract between the Unified Court System and the County of Albany.

This contract is intended to establish the 4th period within the context of the original five-year agreement. The services that will be provided include custodial services, building maintenance and minor repairs. During this period, all terms and conditions of the original Agreement shall continue to apply. This term will commence on April 1, 2021 through March 31, 2022.

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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



County of Albany

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

Legislation Text

File #: TMP-3003, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to renew the NYS United Court System - Cleaning & Maintenance Agreement.

Date:	December 21, 2021
Submitted By:	David M Latina
Department:	General Services
Title:	Commissioner
Phone:	518-447-7210
Department Rep.	
Attending Meeting:	Commissioner Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

NYS Unified Court System
2500 Pond Veiw, Suite 210
Castleton-On-Hudson, NY 12033

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 690,500.00

Scope of Services: This contract is intended to establish the 4th period within the context of the original five-year agreement. The services that will be provided include custodial services, building maintenance and minor repairs. During this period, all terms and conditions of the original Agreement shall continue to apply..

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: NYS Unified Court System

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: A1164-4046

Revenue Amount: 690,500.00

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2021 - March 31, 2022

Length of Contract: 12 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: Resolution No. 8 of 2021

Date of Adoption: 2/8/2021

Justification: (state briefly why legislative action is requested)

The Department of General Services requests Legislative approval of a contract with New York State Unified Court System in the amount of \$690,500, pursuant to Section 1 of the existing contract between the Unified Court System and the County of Albany.

This contract is intended to establish the 4th period within the context of the original five-year agreement. The services that will be provided include custodial services, building maintenance and minor repairs. During this period, all terms and conditions of the original Agreement shall continue to apply. This term will commence on April 1, 2021 through March 31, 2022.



STATE OF NEW YORK
UNIFIED COURT SYSTEM
THIRD JUDICIAL DISTRICT
2500 POND VIEW, SUITE 210
CASTLETON-ON-HUDSON, NY 12033
(518) 285-8300
FAX (518) 285-6169

LAWRENCE K. MARKS
Chief Administrative Judge

Gerald W. Connolly
District Administrative Judge
Third Judicial District

Norman St. George
Deputy Chief Administrative Judge
Courts Outside New York City

CHRISTY Q. BASS
District Executive

December 8, 2021

Hon. Daniel McCoy, County Executive
County of Albany
112 State Street - Room 900
Albany, New York 12207

Re: **Agreement between Unified Court System and the County of Albany
for Court Cleaning and Minor Repairs (Contract Number C300387)
Annual Renewal Letter and Budget (Appendix B) for SFY 2021-2022**

Dear Mr. McCoy:

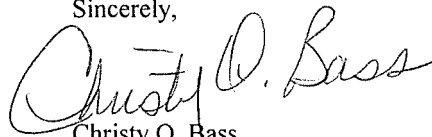
Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the County of Albany, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2021 and shall terminate on March 31, 2022. During this 2021-22 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2021-22 period shall be **\$690,500.00**. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2021-22 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by the County of Albany and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of the County of Albany, and the corresponding acknowledgment page should be notarized. The signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,


Christy Q. Bass
District Executive

Accepted For: the County of Albany

Accepted For: Unified Court System

Name: _____

Maureen McAlary, Director
Division of Financial Management

Title: _____

Dated: _____

Dated: _____

Attachments

ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS:
COUNTY OF)

On the _____ day _____, 202 , personally came _____
to me known, who, being by me duly sworn, did depose and say that s/he resided in
_____, that she/he is the _____
of _____, the municipality described in and which executed
the above instrument; and that s/he is authorized to execute the above instrument on behalf
of said municipality.

NOTARY PUBLIC

**Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form**

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2021 - March 31, 2022

Name of County or City: Albany County

Court Spaces to be Cleaned and Repaired Pursuant to this Budget

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total		Court Related	
		Building Net Usable Square Feet	Net Usable Sq. Ft.	Aid Eligible Percentage	Percentage
County Court, 16 Eagle Street, Albany NY 12207	Owned	104,432	70,565	67%	
Judicial Center, 6 Lodge Street, Albany NY 12207	Owned	76,066	40,315	53%	
Family Court, 32 Clinton Ave., Albany NY 12207	Owned	83,595	66,040	79%	
Combined		264,093	176,920	67%	

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date
Family Court, 32 Clinton Ave., Albany NY 12207	Occupied Building Space	Summer 2021

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYSID	Janitorial Services	Judicial	\$140,130	53%	\$74,269
2	Tri State Cascade Services	Window Cleaning	JC - CH - FC	\$24,000	100%	\$24,000
3	Unifirst	Floor Mats	JC	\$5,125	53%	\$2,716
4	Unifirst	Floor Mats & Mops	Court House	\$9,150	67%	\$6,131
5	Unifirst	Floor Mats	Family Court	\$4,750	79%	\$3,753
6	NYSID	Cleaning Services	Family Court	\$145,150	79%	\$114,669
1(a) Subtotal:						\$225,537

1(b) Local Payroll

No. of Positions	Building	Total Personal Service Costs			Aid Eligible Percentage	Budget Request
		Annual Wages	Fringe Benefits	Costs		
7						
8						
9	Court House	\$230,575	\$171,750	\$402,325	67%	\$269,558
10						
11						
12						
1(b) Subtotal:						\$269,558

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request	
						13
Housekeeping Supplies	Court House	1	\$6,250	67%	\$4,188	
14						
Housekeeping Equipment	Court House	1	\$1,250	67%	\$838	
15						
16						
17						
18						
1(c) Subtotal:						\$5,025

1(d) - Total Cleaning Costs (1a+1b+1c):

\$500,119

2 Trash Removal and Disposal
2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19						
20	County Waste Service	Court House	1	\$5,250	67%	\$3,518
21	County Waste Service	Judicial Services	1	\$4,950	53%	\$2,624
22	County Waste Service	Family Court	1	\$4,125	79%	\$3,259
23						
2(a) Total:						\$9,400

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24						
25						
26	None					
27						
28						
2(b) Total:						\$0

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) **\$9,400**

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29						
30		Duct Work/Filter Change	Judicial	\$0	53%	\$0
31	None	Duct Work/Filter Change	Court House	\$0	67%	\$0
32		Duct Work/Filter Change	Family Court	\$0	79%	\$0
33						
34						

3(a) Subtotal:

\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total			Aid Eligible Percentage	Budget Request
				Personal Service Costs	Costs	Budget Request		
35								
36	Court House	\$2,250	\$750	\$3,000		67%	\$2,010	
37								
38	Judicial Center	\$1,500	\$550	\$2,050		53%	\$1,087	
39								
40	Family Court	\$1,000	\$350	\$1,350		79%	\$1,067	
3(b) Subtotal:							\$4,163	

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
42	Court House		\$100	67%	\$0
43	Judicial Center	12	\$100	53%	\$636
44	Family Court		\$100	79%	\$0
45					
46					
3(c) Subtotal:					\$636

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): **\$4,799**

4 GRAND TOTAL - ALL "CLEANING COSTS": Grand Total Boxes 1d + 2c + 3d: 4 **\$514,318**

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	F	JC				\$18,000	100%	\$17,000
48								
49	b	CH				\$28,000	100%	\$28,000
50								
51								
52								
53								
54								
55								
56								
57								
Total (5):								\$45,000

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$559,318**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring
- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type Performed	Building	Contract		Budget Request
				Work Performed	Amounts for Budget Period	
58	A Alleymor	Pest Control	Court House		\$1,000	\$670
59	A Alleymor	Pest Control	Family Court		\$1,000	\$790
60	A Alleymor	Pest Control	Judicial Center		\$1,000	\$530
61	B Otis Elevator	Elevator Maintenance	Family Court		\$50,000	\$39,500
62	B Otis Elevator	Elevator Maintenance	Judicial Center		\$20,150	\$10,680
63	B Otis Elevator	Elevator Maintenance	Court House		\$17,550	\$11,759
64	C JC, BPI, Eastern Heating, PSS.	HVAC Maintenance	Family Court		\$35,875	\$28,341
65	C JC, Eckert, PSS, BPI, Eastern H.	HVAC Maintenance	Judicial Center		\$45,250	\$23,983
66	C Eastern Heating, BPI, JC, PSS.	HVAC Maintenance	Court House		\$40,450	\$27,102
67	E Worksheet will provide info.	Security Alarm Services	FC - CH - JC		\$37,500	\$37,500
68	G Worksheet will provide info.	Others	FC - CH - JC		\$22,250	\$22,250
7(a) Subtotal:						\$203,103

7(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
70	Court House Staff	\$150,948	\$70,275	\$221,223	67%	\$148,219
71						
72	112 Bldg Building Staff	\$26,750	\$8,850	\$35,600	67%	\$23,852
73						
74						
75						
76						
7(b) Subtotal:						\$172,071

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77	Maintenance Supplies	Court House	1	\$12,650	67%	\$8,476
78	Maintenance Supplies	Judicial Center	1	\$9,750	53%	\$5,168
79	Maintenance Supplies	Family Court	1	\$5,550	79%	\$4,385
80	Small Tools	Court House	1	\$0	67%	\$0
81						
7(c) Subtotal:						\$18,028

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$393,202**

8 Total - Building and Property Maintenance Costs: **\$393,202**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) **\$98,301**

10 Total Proposed Direct Costs (Item 6 + Item 9): **\$657,619**

11 Overhead Costs (Item 10 x .05): **\$32,881**

12 Total Proposed Contract Amount (Item 10 + Item 11): **\$690,500**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name: _____
 Title: _____
 Signature: _____

County or City: _____
 Address: _____

Date:

Phone:

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

67	The "Budget Request" (100%) for all three Departments = \$37,500
68	The "Budget Request" (100%) for all three Departments = \$22,250

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
County of Albany**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

County of Albany
112 State Street - Room 900
Albany, New York 12207

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the County of Albany's Court Facilities ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. TERM

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2018** for a maximum of five (5) years through **March 31, 2023**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2018** and terminate on **March 31, 2019**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Beth Diebel, District Executive
Unified Court System
Third District Administrative Office
2500 Pond View, Suite 210
Castleton-On-Hudson, New York 12033

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

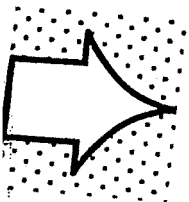
NYS Contract Number C300387

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
County of Albany

For: NEW YORK STATE
UNIFIED COURT SYSTEM



Name:

Title:

Dated:

Maureen McAlary, Director
Division of Financial Management

Dated:

March, 2015

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract 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, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
- In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

Five Year Projection
 Court Facilities Contract
 County of Albany
 Contract UCS05-C300387-5000279

<u>Fiscal Year</u>	<u>Annual Contract</u>	<u>\$ Increase</u>	<u>% Increase *</u>
18-19	\$661,899	n/a	
19-20	\$694,994	\$33,095	5%
20-21	\$729,744	\$34,750	5%
21-22	\$766,231	\$36,487	5%
22-23	\$804,542	\$38,312	5%
Five Year -Total	\$3,657,410		

* Five percent (5%) annual increase attributable to inflation.

RESOLUTION NO. 8

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM REGARDING CUSTODIAL AND BUILDING MAINTENANCE SERVICES FOR THE ALBANY COUNTY COURT HOUSE, JUDICIAL CENTER AND FAMILY COURT

Introduced: 2/8/21

By Public Works Committee:

WHEREAS, By Resolution No. 453 for 2018, this Honorable Body authorized a five-year agreement with the New York State Unified Court System in the amount of \$3,657,410 for the provision of custodial services, building maintenance, and minor repairs at the Albany County Court House, Judicial Center and Family Court for a term commencing April 1, 2018 and ending March 31, 2023, with a provision for a separate one-year contract for each year, and

WHEREAS, The Commissioner of the Department of General Services has indicated that New York State requires the County to authorize each individual year by resolution, and

WHEREAS, The Commissioner has requested authorization to execute the third year of the aforementioned agreement with the New York State Unified Court System for the provision of custodial services, building maintenance and minor repairs at the aforementioned locations in the amount of \$709,061 for a term commencing April 1, 2020 and ending March 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into the third year of the aforementioned five-year agreement with New York State Unified Court System for the provision of custodial services, building maintenance and minor repairs at the aforementioned locations in the amount of \$709,061 for a term commencing April 1, 2020 and ending March 31, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
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

January 10, 2022

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with CHA Consulting, Inc. for CR157 (New Karner Rd.) Highway Improvement Project Design Services.

The project is part of the Federal Transportation Improvement Program (TIP) and as such, it is 80% federally funded. Consultant selection for TIP projects is quality based rather than fee based.

The County Purchasing Agent received seven (7) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to CHA Consulting, Inc. based on their understanding of the scope of the project. The design contract amount is not to exceed \$650,000.00.

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-2957, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with CHA Consulting, Inc. for Design Services for CR157 (New Karner Rd.) Project

Date: 12/9/2021
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-655-7902
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

CHA Consulting, Inc.
3 Winners Circle
PO Box 5269
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$650,000.00
Scope of Services: Design Services

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHT75197

Appropriation Amount: \$650,000.00

Source of Funding - (Percentages)

Federal: 80%

State: Click or tap here to enter text.

County: 20%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 2/1/2022-12/31/2025

Length of Contract: 47 Months

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with CHA Consulting, Inc. for CR157 (New Karner Rd.) Highway Improvement Project Design Services.

The project is part of the Federal Transportation Improvement Program (TIP) and as such, it is 80% federally funded. Consultant selection for TIP projects is quality based rather than fee based.

The County Purchasing Agent received seven (7) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to CHA Consulting, Inc. based on their understanding of the scope of the project. The design contract amount is not to exceed \$650,000.00.



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

DANIEL P. McCOY
 COUNTY EXECUTIVE

DAVID M. LATINA
 COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
 PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
 Public Works

FROM: Karen Storm *K Storm*
 Purchasing Agent

DATE: December 2, 2021

RE: RFP#2021-129 CR157 (New Karner Road) Highway Improvement Project Design Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to CHA Consulting, Inc.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of CHA Consulting, Inc. for an award.

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




DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner 

DATE: December 1, 2021

RE: RFP #2021-129
CR157 (New Karner Rd.) Highway Improvement Project
Design Services

Upon review and rating of the seven (7) Proposals that were received regarding the aforementioned project, I would like to recommend CHA Consulting, Inc. for the award of this proposal. CHA Consulting, Inc. will forward a cost proposal based on the scope of work.

I have attached a copy of our Engineering Divisions recommendation along with the Rating and Evaluation Sheets.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
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WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: December 1, 2021

RE: RFP#2021-129
CR157 (New Karner Rd.) Highway Improvement Project
Design Services

Attached please find the Evaluation Sheets along with Rating Sheets for the above referenced proposal. After the initial review by the team, a short list of (3) consultants was created. We then interviewed the (3) consultants and totaled that score with the previous score for a grand total. CHA was the Consultant with the highest cumulative score, therefore I would like to recommend CHA Consulting, Inc. for the design services of this project.

Please let me know if you have any questions.

WA:ct

EVALUATION SCORE SHEET
RFP 2021-129
Design + Inspection Services
CR 157 (New Karner Rd) Highway Improvement Project

PROPOSER	Colliers Engineering		Creighton Manning		Foit-Albert		GPJ		MJ ENGINEERING		Barton and Logritto		CHA		
	Weight														
Proposer's Comprehension of required work, Scope of Services	30%	8	2,400	10	3,000	8	2,400	10	3,000	9	2,700	9	2,700	10	3,000
Prior Experience in similar projects	25%	7	1,750	10	2,500	7	1,750	10	2,500	10	2,500	9	2,250	10	2,500
Ability to keep project on schedule and within budget (Include examples and a proposed schedule)	25%	6	1,500	7	1,750	6	1,500	9	2,250	9	2,250	7	1,750	10	2,500
Proposed Project Staffing (Evaluation of Employee's Resumes)	15%	8	1,200	8	1,200	8	1,200	9	1,350	10	1,500	8	1,200	9	1,350
Client References	5%	7	0,350	10	0,500	7	0,350	9	0,450	10	0,500	9	0,450	9	0,450
			7,200		8,950		7,200		9,550		9,450		8,350		9,800

BA

Name: 

Date: 11/16/2021

EVALUATION SCORE SHEET
RFP NO. 2021-129
Design & Inspection Services
CR 157 (New Karner Rd) Highway Improvement Project

PROPOSER	Criteria	Weight	Colliers Engineering		Creighton Manning		Fort Albert		GPI		MJ Engineering		Barton and Loguidice		CHA	
			Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total	Score	Total
	Proposer's Comprehension of the Required work (Scope of Services)	30%	7.25	2.18	8.6	2.58	7.7	2.31	9.2	2.76	8.45	2.54	8.85	2.66	8.7	2.61
	Prior experience in Similar Projects	25%	7	1.75	8.4	2.10	7.5	1.88	9	2.25	8.9	2.23	9	2.25	9	2.25
	Ability to keep project on schedule & within budget. (Include examples and a proposed project schedule)	25%	6.9	1.73	7.2	1.80	7.1	1.78	7.9	1.98	7.35	1.84	7.5	1.88	7.3	1.83
	Proposed Project Staffing (Evaluation of Employees resumes)	15%	7	1.05	7.65	1.15	7	1.05	8	1.20	7.9	1.19	7.9	1.19	7.9	1.19
	Client References	5%	7	0.35	10	0.50	8	0.40	10	0.50	10	0.50	9	0.45	9	0.45
	Total Rank	100%		7.05		8.13		7.41		8.69		8.28		8.42		8.32
				7		5		6		1		4		2		3

JMM

Reviewer: Jim Mearkle Date: 16-Nov-21

EVALUATION SCORE SHEET

RFP 2021-129

Design + Inspection Services
CR 157 (New Karner Rd) Highway Improvement Project

PROPOSER	Criteria	Weight	Colliers Engineering		Greifbush Manning		Volf-Albert		GPI		MJ ENGINEERING		Barrow and Logistics		GFA	
			Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted
	Proposer's Comprehension of required work, Scope of Services	30%	8	2.400	9	2.700	8.5	2.550	9.5	2.850	9.5	2.850	9.5	2.850	9	2.700
	Prior Experience in similar projects	25%	8	2.000	9.5	2.375	9	2.250	9.5	2.375	10	2.500	10	2.500	9	2.250
	Ability to keep project on schedule and within budget (include examples and a proposed schedule)	25%	8	2.000	9	2.250	9	2.250	9.5	2.375	9	2.250	9	2.250	10	2.500
	Proposed Project Staffing (Evaluation of Employee's Resumes)	15%	10	1.500	10	1.500	10	1.500	10	1.500	10	1.500	10	1.500	10	1.500
	Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500
				8.400		9.325		9.050		9.600		9.600		9.600		9.450

BA

Name: Wm Andon

Date: 11/16/21

EVALUATION SCORE SHEET
RFP 2021-129
Design + Inspection Services
CR 157 (New Karner Rd) Highway Improvement Project

PROPOSER	Criteria	Weight	Colliers Engineering		Greighton Manning		Forte-Alberti		GPI		MD ENGINEERING		Baron and Loguidice		GFA	
			Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
	Proposer's Comprehension of required work, Scope of Services	30%	7	2.100	9	2.700	8	2.400	10	3.000	10	3.000	10	3.000	10	3.000
	Prior Experience in similar projects	25%	9	2.250	10	2.500	9	2.250	10	2.500	10	2.500	10	2.500	10	2.500
	Ability to keep project on schedule and within budget (Include examples and a proposed schedule)	25%	7	1.750	9	2.250	8	2.000	10	2.500	10	2.500	9.5	2.375	10	2.500
	Proposed Project Staffing (Evaluation of Employee's Resumes)	15%	10	1.500	10	1.500	10	1.500	10	1.500	10	1.500	10	1.500	10	1.500
	Client References	5%	9	0.450	9	0.450	9	0.450	9.5	0.475	9.5	0.475	9	0.450	9	0.450
			8.050		9.400		8.600		9.975		9.975		9.825		9.950	

Lisa Ramundo

Date: --

RATING SHEET
RFP 2021-129
CR 157 (New Karner Rd) Highway Improvement Project
Totals

	CHA	GPI	MJ
Round 1	37.52	37.815	37.305
Round 2	28.05	26.95	27.25
Total	65.57	64.765	64.555
Rank	1	2	3

RATING SHEET

RFP 2021-129

**CR 157 (New Karner Rd) over Highway Improvement Project
Round 2**

	GPI	MJ ENGINEERING & LAND SURVEYING	CHA
Bill	95.000	93.000	94
Jim	87.500	87.500	89.5
Brent	87.000	92.000	97
Totals	269.500	272.500	280.500
	/10	/10	/10
Score	26.950	27.250	28.050
Rank	3	2	1

RATING SHEET

RFP 2021-129

CR 157 (New Karner Rd) over Highway Improvement Project

Round 1

	COLLIERS ENGINEERING & DESIGN	GREGHTON MANNING ENGINEERING	FOOT-ALBERT ASSOCIATES	GPI	ME ENGINEERING & LAND SURVEYING	Barton and Loguidice	CHA
Bill	8.400	9.325	9.050	9.600	9.600	9.6	9.45
Lisa	8.050	9.400	8.600	9.975	9.975	9.825	9.95
Jim	7.050	8.130	7.410	8.690	8.280	8.42	8.32
Brent	7.200	8.950	7.200	9.550	9.450	8.35	9.8
Totals	30.700	35.805	32.260	37.815	37.305	36.195	37.520
Average	7.675	8.951	8.065	9.454	9.326	9.049	9.380
Rank	7	5	6	1	3	4	2

RESOLUTION NO. 470

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,721,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,721,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$4,160,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,160,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$4,160,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$4,160,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$6,941,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$6,941,000 of serial bonds (and bond anticipation notes in

anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$6,941,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$6,941,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,270,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,270,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,270,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the fuel leak remediation project at the Voorheesville Department of Public Works facility located in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$350,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

\$12,721,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(3) Notwithstanding the foregoing, the design phase of the New Karner Road Corridor Improvements Project described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic

Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) Notwithstanding the foregoing, by separate resolution, the County has complied with the provisions of SEQRA with respect to the Helderberg-Hudson Rail Trail Bridge Project described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) The project authorized by this resolution described in Section 4 will be conducted pursuant to a corrective action plan under a Stipulation Agreement with the Department of Environmental Conservation of the State of New York; and therefore, the project is exempt from SEQRA.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (b) such obligations are authorized in violation of the provisions of the constitution.

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Tunny, Ward, Mss. Whalen and Willingham - 38

Those opposed - 0

Resolution was adopted - 12/7/20



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

December 8, 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 Supplemental Agreement #1 with MJ Engineering and Land Surveying, P.C. regarding expanding the design scope of the project to include the following work that was not part of the original scope:

- Additional geometry design, survey and mapping at two (2) intersections.
 1. Addition of right turn lane headed southbound on Vly Road onto westbound Watervliet Shaker Road
 2. Addition of northbound left turn lane on Sand Creek Road onto westbound Watervliet Shaker Road
 3. Addition of a Westbound thru lane on Watervliet Shaker Rd.
- Re-design of the entire project corridor for a multi-use path on the south side of the road (based on public input)
- Update the engineer's estimates to include the design revisions.
- Preparation and coordination of Right-of-Way acquisition maps.
- Preparation and coordination of the Right-of-Way acquisition process.

Supplemental #1 adds \$56,700.00 to the original agreement. Combined with the original agreement, this agreement would have a new contract total of \$354,700.00.

The Legislature authorized the original agreement with MJ Engineering in the amount of \$298,000.00 for design and construction inspection services as per Resolution No. 148 of 2020, dated 05/11/2020 (attached).

This project is 100% County funded. If you have any questions or require additional information, please contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. M. Ramundo', written in a cursive style.

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, 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-2958, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Approval for Supplemental Agreement #1 with MJ Engineering for CR157 (Watervliet Shaker Rd.)

Date: December 9, 2021
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-655-7902
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

MJ Engineering & Land Surveying, PC
1533 Crescent Rd.
Clifton Park, NY 12065

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$56,700.00
Scope of Services: Supplemental Agreement #1 for Design Services

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Appropriation Account and Line: HHT65197
Appropriation Amount: \$56,700.00

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) 3/1/2021-2/28/2023
Length of Contract: 24 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature’s approval of Supplemental Agreement #1 with MJ Engineering and Land Surveying, P.C. regarding expanding the design scope of the project to include the following work that was not part of the original scope:

- Additional geometry design, survey and mapping at two (2) intersections.
 1. Addition of right turn lane headed southbound on Vly Road onto westbound Watervliet Shaker Road
 2. Addition of northbound left turn lane on Sand Creek Road onto westbound Watervliet Shaker Road
 3. Addition of a Westbound thru lane on Watervliet Shaker Rd.
- Re-design of the entire project corridor for a multi-use path on the south side of the road (based on public input)
- Update the engineer’s estimates to include the design revisions.
- Preparation and coordination of Right-of-Way acquisition maps.
- Preparation and coordination of the Right-of-Way acquisition process.

Supplemental #1 adds \$56,700.00 to the original agreement. Combined with the original agreement, this agreement would have a new contract total of \$354,700.00.

The Legislature authorized the original agreement with MJ Engineering in the amount of \$298,000.00 for design and construction inspection services as per Resolution No. 148 of 2020, dated 05/11/2020 (attached).

File #: TMP-2958, **Version:** 1

This project is 100% County funded. If you have any questions or require additional information, please contact my office.



via email: Lisa.Ramundo@albanycountyny.gov

June 29, 2021

Ms. Lisa M. Ramundo
Commissioner
Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

RE: Project 20-C558 Design and Construction Inspection Services for CR157
Watervliet Shaker Road Phase III Highway Improvement Project
Supplemental Agreement No. 1

Ms. Ramundo,

M. J. Engineering and Land Surveying, P.C. (MJ) is submitting this Supplemental Agreement for additional work for the above referenced contract as requested by the County.

BACKGROUND

MJ was awarded the subject project in May of 2020, contract issued in August 2020 and a kickoff meeting was attended by the County and MJ on August 12, 2021 at the County DPW offices. At the kickoff meeting the County further explained the intended scope of work for this project, requesting that MJ evaluate both signal upgrades and roundabouts at the New Karner Road and Career Path intersections with Watervliet Shaker Road. MJ's scope and fee were developed based on signalized intersection upgrades only, but it was agreed at the meeting that MJ would provide a preliminary analysis to evaluate two (2) roundabouts at the two (2) intersections as a preliminary design alternative, only to provide a comparison of costs and property impacts.

A public information meeting was held on April 14, 2021, during which MJ presented the project objectives, existing conditions, and alternatives under consideration to the public. Based on traffic analysis prepared for each alternative, and comments received during the public meeting, the County requested that MJ implement design changes. Alternative 1B was selected by the County as the preferred alternative. Alternative 1B consists of new traffic signals at New Karner Road and Career Path Road with additional geometric features added to the intersection to increase the capacity/Level of Service (LOS) at the intersections. The requested design changes and coordination as a result of the design changes adopted as a result of the public information meeting and the selection of Alternative 1B include:

1. Additional geometry design, survey and mapping at two (2) intersections.
2. Re-design of the entire project corridor for a multi-use path on the south side of the road. The path was originally agreed to be designed on the north side of the road at the project kick-off meeting.
3. Update the engineers estimates to include the design revisions.
4. Preparation and coordination of Right-of-Way acquisition maps.
5. Preparation and coordination of the Right-of-Way acquisition process.

The associated Scope of Services, assumptions and fees for the additional requested work is identified herein is based on preferred Alternative No. 1B.



SCOPE OF WORK

Task 1: Preliminary Design [Alternative 1B Design and additional Survey Mapping]

1. Modify design geometry at the following intersections based on traffic analysis for increased Level of Service (LOS):
 - a. Watervliet Shaker Road / Vly Road and New Karner Road:
 - Design additional right turn lane at Vly Road
 - b. Watervliet Shaker Road / Sand Creek Road:
 - Design additional thru lane along Watervliet Shaker Road at the intersection to include a WB two (2) thru-lane configuration and taper back to one (1) lane.
 - Design an additional left turn lane from Sand Creek to Watervliet Shaker Road. Total left turn lane configuration at this location will be increased from one (1) to two (2).
2. Additional Survey and Mapping (including above and below grade utilities) at the following locations:
 - a. Watervliet Shaker Road / Vly Road and New Karner Road:
 - Additional mapping needed on Vly Road north of intersection
 - Verify ROW boundary
 - b. Watervliet Shaker Road / Sand Creek Road:
 - Additional mapping needed on Watervliet Shaker Road east of Sand Creek Road
 - Additional mapping needed on Sand Creek Road south of Watervliet Shaker Road
 - Verify ROW boundary

Assumptions:

- a. Assume three (3) field crew days to survey the additional project areas as noted above.
- b. Survey control will be re-established for the additional survey limits.
- c. One (1) revision of project base mapping will be required.

Task 2: Preliminary Design [Revised Corridor Design for Multi-Use Path Relocation]

1. Modify and assess corridor geometry and alignment to relocate multi-use path from the north side to the south side of Watervliet Shaker Road.
2. Due to the revised alignment shift required to relocate the multi-use path to the south side of Watervliet Shaker Road, and the potential high ground water table along the project corridor, geotechnical boring information is required to determine if existing soils are satisfactory to support the re-aligned roadway.
3. Analyze and revise the horizontal alignment of Watervliet Shaker Road. Modify as required to avoid right-of-way encroachments where possible.



4. Develop a revised vertical profile for Watervliet Shaker Road along the revised horizontal alignment.
5. Develop a proposed Digital Terrain Model (DTM) for the corridor and update cross sections.
6. Revise concept-level drainage and grading for the corridor.
7. Develop and assess concept-level evaluation of utility impacts and potential relocations for the corridor.

Assumptions:

- a. Soil conditions will be assessed with five (5) geotechnical borings (assumed depth of 6 ft for each boring) along the project corridor.
- b. Preparation, layout and preliminary analysis of one (1) drainage concept along the project corridor.

Task 3: Preliminary Design [Cost Estimating]

1. Prepare a revised corridor estimate to relocate the multi-use path to the south side of the road. Estimate items will be updated due to the modification in roadway horizontal alignment.
2. Update the estimate at the intersection of Watervliet Shaker Road, Vly Road and New Karner Road and Watervliet Shaker Road and Sand Creek Road due to the need for an additional lanes for increased LOS and the resulting revised geometry based on Alternative 1B.

Assumptions:

- a. Preparation and analysis of one (1) engineer's estimate for the two (2) intersections noted above.
- b. Preparation and analysis of one (1) engineer's estimate along the project corridor.

Task 4: Final Design [Preparation of Right-of-Way Maps]

1. Finalize proposed right-of-way (ROW) take lines based on the roadway design. Provide the ROW take lines to the County for review.
2. Attend one (1) take line review meeting with the County.
3. Prepare FEE acquisition ROW maps for each impacted property to depict the type of taking, size and property owner information.

Assumptions:

- a. Prepare a total of up to two (2) FEE acquisition maps.
 - One (1) map at the intersection of Watervliet Shaker Road, Vly Road and New Karner Road.
 - One (1) map at the intersection of Watervliet Shaker Road and Sand Creek Road.

Task 5: Final Design, Right-of-Way Acquisition Process

1. MJ will coordinate with ROW subconsultant, and County as needed to facilitate the ROW acquisition process.



2. ROW Sub-consultant Tasks:

- a. Obtain abstracts of title and secure appraisals.
- b. Perform appraisal review and establish an amount representing just compensation.
- c. Perform ROW acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work and actions necessary to secure title to, possession of and entry to properties.

Assumptions:

- a. Assume two (2) properties will require permanent FEE acquisitions.
- b. Albany County will provide the cost of just compensation to the property owners.
- c. Eminent Domain Procedure Law process will be followed.

SCHEDULE

MJ is prepared to begin this work immediately upon receiving authorization from the County.

FEE

MJ proposes to complete the above-listed work for the following **Lump Sum Fee**. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.

Task	Description for Alternative No. 3	Cost
1	Preliminary Design [Alternative 1B Design and additional Survey Mapping]	\$10,800.00
2	Preliminary Design [Revised Corridor Design for Multi-Use Path Relocation] (includes geotechnical borings sub-consultant)	\$15,300.00
3	Preliminary Design, Cost Estimating	\$8,100.00
4	Final Design, Right-of-Way Maps	\$6,300.00
5	Final Design, Right-of-Way Acquisition Process (includes ROW sub-consultant)	\$16,200.00
Total Lump Sum Cost:		\$56,700.00

The estimated fee assumes no significant changes resulting from decisions, conditions and/or events beyond MJ's control. We look forward to the continued opportunities with the County. If you have any questions regarding this proposal, please contact us at (518) 371-0799.

Sincerely,

Michael D. Panichelli, P.E.
 President

RESOLUTION NO. 148

AUTHORIZING AN AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, PC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE CR157 PHASE III HIGHWAY IMPROVEMENT PROJECT IN THE TOWN OF COLONIE

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with MJ Engineering and Land Surveying, PC regarding design and construction inspection services for the CR157 (Watervliet Shaker Rd) Phase III Highway Improvement Project in the Town of Colonie in an amount not to exceed \$298,000 for a term commencing May 1, 2020 and ending November 30, 2022, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for proposals and five (5) proposals were received pertaining to the project, and

WHEREAS, The County Purchasing Agent and the Department of Public Works Engineering reviewed said bids and recommended awarding the contract to MJ Engineering and Land Surveying, PC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with MJ Engineering and Land Surveying, PC, Clifton Park, NY 12067 regarding design and construction inspection services for the CR157 (Watervliet Shaker Rd) Phase III Highway Improvement Project in the Town of Colonie in an amount not to exceed \$298,000 for a term commencing May 1, 2020 and ending November 30, 2022, and, be it further

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

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

Adopted by unanimous vote - 5/11/20

RESOLUTION NO. 519

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,920,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,920,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/12/19
By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$1,282,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,282,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,282,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,282,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,255,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,255,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,255,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,255,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. The County is hereby authorized to construct and reconstruct Watervliet-Shaker Road in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$433,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$433,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$433,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$433,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,920,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 4 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution

shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Cahill, Ms. Chapman, Messrs. Clay, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Frainier, Grimm, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Miller, Peter, Ms. Plotsky, Messrs. Reinhardt, Simpson, Smith, Stevens, Tunny, Ward and Ms. Willingham - 36

Those opposed - 0

Resolution was adopted - 11/12/19