

# **County of Albany**

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



## **Meeting Agenda**

**Tuesday, April 26, 2022**

**5:00 PM**

**Held Remotely**

### **Public Works Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

2. AUTHORIZING AN AGREEMENT WITH KONE, INC. REGARDING ELEVATOR PREVENTIVE MAINTENANCE AND EMERGENCY SERVICES AT VARIOUS COUNTY LOCATIONS
3. AUTHORIZING LEASE AGREEMENTS WITH HANNOUSH JEWELERS AND OLD BRICK FURNITURE CO., INC. REGARDING CORPORATE SUITE NO. 21 AT THE MVP ARENA
4. AMENDING RESOLUTION NO. 323 FOR 2019 REGARDING OPERATION AND MANAGEMENT SERVICES FOR THE MVP ARENA
5. AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC. FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY
6. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGARDING THE NEW KARNER ROAD CORRIDOR IMPROVEMENT PROJECT IN THE TOWNS OF GUILDERLAND AND COLONIE
7. AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET: PURCHASE OF PARTS TO REPAIR DAMAGE TO A 2020 WESTERN STAR 4700SF SNOW PLOW
8. AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF BERNE, BETHLEHEM AND KNOX
9. AUTHORIZING AN AGREEMENT WITH BETTE & CRING, LLC FOR CONSTRUCTION SERVICES REGARDING THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NY ROUTE 85) BRIDGE REPLACEMENT PROJECT

10. AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING THE FEASIBILITY AND COST ANALYSIS OF RENOVATIONS TO THE WATERVLIED DOME

# **County of Albany**

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



## **Meeting Minutes**

**Tuesday, March 29, 2022**

**5:00 PM**

**Held Remotely**

**Public Works Committee**



**PREVIOUS BUSINESS:**

**Present:** Nathan L. Bruschi, Joseph E. O'Brien, Paul J. Burgdorf, Mickey Cleary, Samuel I. Fein, Matthew T. Peter, William Reinhardt, Christopher H. Smith and Peter B. Tunny

**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 WINN CONSTRUCTION SERVICES, INC. FOR THE BRIDGE SUPERSTRUCTURE REPLACEMENT OF CR405 (SUNSET HILL ROAD) OVER BASIC CREEK AND OLD RAVENA ROAD OVER COEYMANS CREEK BRIDGE SUPERSTRUCTURE REPLACEMENT PROJECT**

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

**3. AUTHORIZING AN AGREEMENT WITH GREEMAN-PEDERSEN, INC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR DECK REPLACEMENT AND REPAIRS OF THREE BRIDGES LOCATED IN THE TOWN OF NEW SCOTLAND**

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

**MOTION TO GROUP**

Mr. O'Brien made a motion, duly seconded, to group items 4 and 5, and the motion passed unanimously.

**4. AUTHORIZING A LEASE AGREEMENT WITH SEFCU REGARDING SUITE #7 AT THE MVP ARENA**

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

**5. AUTHORIZING A LEASE AGREEMENT WITH MVP HEALTH CARE REGARDING SUITE #2 AT THE MVP ARENA**

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

**6. AUTHORIZING AN AGREEMENT WITH DAKTRONICS REGARDING THE REPLACEMENT OF INDOOR LED VIDEO DISPLAYS, AN INDOOR LED RIBBON DISPLAY, AND SCORERS TABLES AT THE MVP ARENA**

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

**7. DESIGNATING THE ALBANY COUNTY CONVENTION AND VISITORS BUREAU, INC. AS ALBANY COUNTY'S OFFICIAL SPORT AND FILM COMMISSION**

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

**8. DESIGNATING THE ALBANY COUNTY CONVENTION AND VISITORS BUREAU, INC. AS ALBANY COUNTY'S OFFICIAL FILM COMMISSION**

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



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.  
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER

SCOTT D. ALLARDICE  
DEPUTY COMMISSIONER

March 11, 2022

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 a three (3) year agreement with Kone, Inc. for Elevator Preventive Maintenance and Emergency Services of various County facilities utilizing Kone, Inc.'s award on the US Communities National Cooperative Contract EV2516. The proposed cost of this service is \$69,588 annually totaling \$208,764 for the three year term. The not to exceed request of \$278,264 includes additional funds of \$69,500 for non-included expenses over the term of the agreement.

County facilities included in this contract are Harold L. Joyce Albany County Office Building, Mercantile Building, Department of Social Services, Health Department, Mental Health Department, County Court House, Judicial Center and Family Court.

The term of this contract will be April 1, 2022 through March 31, 2025

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-3202, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization w/ Kone, Inc. for Elevator Preventive Maint. & Service Repairs

Date:	March 11, 2022
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):

Kone, Inc.  
25 Post Road  
Albany NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 278,264.00  
Scope of Services: Elevator Preventive Maintenance and Emergency Services of various  
County facilities

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: A1620-44046

Appropriation Amount: 278,264.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 36%

County: 64%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2022 - March 31, 2025

Length of Contract: Three Years

Impact on Pending Litigation

Yes  No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: RES NO 376 of 2017

Date of Adoption: 10/10/2017

**Justification:** (state briefly why legislative action is requested)

The Department of General Services requests authorization to enter into a three (3) year agreement with Kone, Inc. for Elevator Preventive Maintenance and Emergency Services of various County facilities utilizing Kone, Inc.'s award on the US Communities National Cooperative Contract EV2516. The proposed cost of this service is \$69,588 annually totaling \$208,764 for the three year term. The not to exceed request of \$278,264 includes additional funds of \$69,500 for non-included expenses over the term of the agreement.

County facilities included in this contract are Harold L. Joyce Albany County Office Building, Mercantile Building, Department of Social Services, Health Department, Mental Health Department, County Court House, Judicial Center and Family Court.

The term of this contract will be April 1, 2022 through March 31, 2025



## **KONE Care™ Maintenance Agreement**

**Prepared for:** ALBANY COUNTY - Thomas Stover

**Date:** November 10, 2021

**Issued by:** Andrew Dinovo



*Dedicated to People Flow™*



November 10, 2021  
Albany County - Omnia  
112 State Street  
Albany, New York, 12207

**KONE**  
Albany  
25 Post Road  
Albany, NY  
Phone: 518-542-4685  
Fax: 518-464-0014  
andrew.dinovo@kone.com

Attn: Thomas Stover

Re: KONE Care™ Maintenance Agreement  
Albany County - Omnia

Dear Thomas Stover,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Albany County - Omnia.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 518-542-4685.

Respectfully,

Andrew Dinovo  
Sales Executive  
KONE



Dedicated to People Flow™



**Purchaser ("Purchaser"):**  
ALBANY COUNTY  
112 STATE ST RM 600  
ALBANY, New York 12207-2000

**Service Location ("Premises"):**  
Albany County - Omnia  
112 State Street  
Albany, New York 12207

**KONE Inc. ("KONE")**  
Albany  
25 Post Road  
Albany, NY 12205

**TENDER DATE:** 11/10/2021

**EFFECTIVE DATE:** 01/01/2022

## SCOPE OF SERVICES

### 1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
Otis	Elevator	Traction - Geared	13
Other	Elevator	Traction - Geared	1
Dover	Elevator	Hydraulic	4
Otis	Elevator	Hydraulic	8

### 2. SERVICES

**Customized Preventative Maintenance** - ( 112 State Street - #1; 112 State Street - #2; 112 State Street - #3; 112 State Street - #4; 112 State Street - #5; 112 State Street - #6; County Court House - #1; County Court House - #2; County Court House - #3; County Court House - #4; Judicial Center - #1; Judicial Center - #2; Judicial Center - #4; Probation - #1; Probation - #2; DSS - #1; DSS - #2; DSS - #3; Dept. of Health - #1; Mental Health - #1; Family Court - #1; Family Court - #2; Family Court - #3; Family Court - #4; Family Court - #5)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. Geared Traction Elevators

1. **Relay Logic Control System**  
All control system components.
2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Geared Machine Components**  
All geared machine components.
4. **Holstway and Pit Equipment**  
All elevator control equipment and buffers.
5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
6. **Ropes**  
Hoist ropes, hoist belts (if applicable), governor ropes, and compensation ropes.
7. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. **Door Equipment**  
Automatic door operators, holstway and car door hangers, hoistway and car door contacts, door protective devices, holstway door interlocks, door gibs, and auxiliary door closing devices.
9. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

**12. Car Equipment**

All elevator control system components on the car.

**B. Hydraulic Elevators****1. Relay Logic Control System**

All control system components.

**2. Microprocessor Control System**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

**3. Power Unit**

Pump, motor, valves, and all related parts and accessories.

**4. Hoistway and Pit Equipment**

All elevator control equipment and buffers.

**5. Rails and Guides**

Guide rails, guide shoe gibs, and rollers

**6. Wiring**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

**7. Door Equipment**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

**8. Manual Freight Door Equipment**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

**9. Power Freight Door Equipment**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

**10. Hydraulic System Accessories**

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

**11. Signals and Accessories**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

**12. Car Equipment**

All elevator control system components on the car.

**Examination and Lubrication - (Judicial Center - #3)**

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

**3. TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

**4. HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

**5. SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the

Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

**Regular Time Coverage** - (112 State Street - #1; 112 State Street - #2; 112 State Street - #3; 112 State Street - #4; 112 State Street - #5; 112 State Street - #6; County Court House - #1; County Court House - #2; County Court House - #3; County Court House - #4; Judicial Center - #1; Judicial Center - #2; Judicial Center - #4; Probation - #1; Probation - #2; DSS - #1; DSS - #2; DSS - #3; Dept. of Health - #1; Mental Health - #1; Family Court - #1; Family Court - #2; Family Court - #3; Family Court - #4; Family Court - #5)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

## 6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

## 7. **EXCLUSIONS**

The following are excluded from the scope of services:

### A. **GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treator or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

### B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

### C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.
2. The following is excluded from 112 State Street - #1 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from 112 State Street - #2 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from 112 State Street - #3 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from 112 State Street - #4 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from 112 State Street - #5 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from 112 State Street - #6 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from Probation - #1 : Door Operator System and Hydraulic Piston(s). The following is excluded from Probation - #2 : Door Operator System and Hydraulic Piston(s). The following is excluded from DSS - #1 : Door Operator System and Hydraulic Piston(s). The following is excluded from DSS - #2 : Door Operator System and Hydraulic Piston(s). The following is excluded from DSS - #3 : Door Operator System and Hydraulic Piston(s). The following is excluded from Dept. of Health - #1 : Door Operator System and Hydraulic Piston(s). The following is excluded from Mental Health - #1 : Door Operator System and Hydraulic Piston(s). The following is excluded from County Court House - #1 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from County Court House - #2 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from County Court House - #3 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from County Court House - #4 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from Judicial Center - #1 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from Judicial Center - #2 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from Judicial Center - #4 : Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System and Hoist Ropes. The following is excluded from Family Court - #1 : Door Operator System and Hydraulic Piston(s). The following is excluded from Family Court - #2 : Door Operator System and Hydraulic Piston(s). The following is excluded from Family Court - #3 : Door Operator System and Hydraulic Piston(s). The following is excluded from Family Court - #4 : Door Operator System and Hydraulic Piston(s). The following is excluded from Family Court - #5 : Door Operator System and Hydraulic Piston(s).

### 8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

### 9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

### 10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

#### 11. **THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

#### 12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

## 8. INSURANCE AND INDEMNIFICATION

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

## 9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

## 10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

## 11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

## 12. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the KONE office as set forth on Page 1.

## 13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

## 14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.





## PRICE

\$5,799 per month payable by Purchaser annually in advance (\$69,588.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$5,799 per month	
Semi-Annual in advance payment	3% Increase	\$5,972.97 per month	
Quarterly in advance payment	6% Increase	\$6,146.94 per month	
Monthly in advance payment	8% Increase	\$6,262.92 per month	

**ALBANY COUNTY**

.....  
(Signature of Authorized Representative)

.....  
(Print Name)

.....  
Title

.....  
Date

Respectfully submitted,

Andrew Dinovo

KONE Inc.

.....  
(Approved by) Authorized Representative

.....  
Title

.....  
Date

## KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

### TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. **112 State Street - #1**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
2. **112 State Street - #2**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
3. **112 State Street - #3**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
4. **112 State Street - #4**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
5. **112 State Street - #5**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
6. **112 State Street - #6**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
7. **County Court House - #1**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
8. **County Court House - #2**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
9. **County Court House - #3**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
10. **County Court House - #4**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
11. **Judicial Center - #1**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
12. **Judicial Center - #2**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
13. **Judicial Center - #4**  
CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
14. **Probation - #1**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
15. **Probation - #2**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
16. **DSS - #1**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
17. **DSS - #2**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
18. **DSS - #3**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
19. **Dept. of Health - #1**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
20. **Mental Health - #1**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
21. **Family Court - #1**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
22. **Family Court - #2**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
23. **Family Court - #3**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
24. **Family Court - #4**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
25. **Family Court - #5**  
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

By initialing below, you are approving the above testing services for the additional monthly fee of \$740.17.

ACCEPTED BY \_\_\_\_\_ Date: \_\_\_\_\_

### 24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$1690.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

**A. KONE Care 24/7 Connect - Performance Analytics**

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$1,690.00.

ACCEPTED BY \_\_\_\_\_ Date: \_\_\_\_\_

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
112 State Street - #1				X
112 State Street - #2				X
112 State Street - #3				X
112 State Street - #4				X
112 State Street - #5				X
112 State Street - #6				X
County Court House - #1				X
County Court House - #2				X
County Court House - #3				X
County Court House - #4				X
Judicial Center - #1				X
Judicial Center - #2				X
Judicial Center - #3				X
Judicial Center - #4				X
Probation - #1				X
Probation - #2				X
DSS - #1				X
DSS - #2				X
DSS - #3				X
Dept. of Health - #1				X
Mental Health - #1				X
Family Court - #1				X
Family Court - #2				X
Family Court - #3				X
Family Court - #4				X
Family Court - #5				X

5. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
6. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.

7. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
8. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
9. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
10. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

Exhibit 4

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance,  
Repair, Modernization and Related, Products, Services and Solutions under the U.S.  
Communities Program utilizing the Terms and Conditions of the City of Kansas  
City Master Contract  
(Reference GENRL-EV2516 dated December 1<sup>st</sup>, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1<sup>st</sup>, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

## **CUSTOMER INFORMATION**

<b>Who is the agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

<b>Where should the invoice be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Omnia - Kone, Inc. PM & Emergency Services \$69,588 Annually for Three Years

	Monthly \$	Annual \$	County %	County \$	OCA %	OCA \$	Three Year \$	Non- Covered Service Costs
Harold L. Joyce Albany County Office Building:	\$1,730.00	\$20,760.00	1	\$20,760.00	0	\$0.00	\$62,280.00	\$20,702.00
Mercantile Building	\$276.00	\$3,312.00	1	\$3,312.00	0	\$0.00	\$9,936.00	\$3,312.00
Department of Social Services	\$290.00	\$3,480.00	1	\$3,480.00	0	\$0.00	\$10,440.00	\$3,450.00
Albany County Health Department	\$110.00	\$1,320.00	1	\$1,320.00	0	\$0.00	\$3,960.00	\$1,320.00
Albany County Mental Health	\$110.00	\$1,320.00	1	\$1,320.00	0	\$0.00	\$3,960.00	\$1,320.00
Albany County Court House	\$1,240.00	\$14,880.00	0.33	\$4,910.40	0.67	\$9,969.60	\$44,640.00	\$14,880.00
Judicial Center	\$1,263.00	\$15,156.00	0.47	\$7,123.32	0.53	\$8,032.68	\$45,468.00	\$15,156.00
Family Court	\$780.00	\$9,360.00	0.21	\$1,965.60	0.79	\$7,394.40	\$28,080.00	\$9,360.00
	\$5,799.00	\$69,588.00		\$44,191.32		\$25,396.68	\$208,764.00	\$69,500.00
				0.64	\$69,588.00	0.36		\$278,264.00

**RESOLUTION NO. 376**

**AUTHORIZING AN AGREEMENT WITH OTIS ELEVATOR COMPANY, INC.  
FOR ELEVATOR PREVENTIVE MAINTENANCE FOR VARIOUS COUNTY  
BUILDINGS**

Introduced: 10/10/17

By Public Works Committee:

WHEREAS, The Department of General Services, through the County Purchasing Agent, issued a request for bids regarding elevator preventive maintenance for various County buildings and two bids were received, and

WHEREAS, The Department of General Services and the Purchasing Agent reviewed said bids and have recommended awarding the contract to Otis Elevator Company, Inc., now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Otis Elevator Company, Inc., Albany, New York 12204 in an amount not to exceed \$399,825 for a term commencing November 1, 2017 and ending December 31, 2021 for elevator preventative maintenance for various county buildings, emergency services and equipment, and, be it further

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

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

*Adopted by unanimous vote. 10/10/17*



# MVP ARENA

Albany, New York

## MEMORANDUM

To: Honorable Daniel McCoy – Albany County Executive  
Honorable Andrew Joyce – Chair – Albany County Legislature  
Honorable Members of the Albany County Legislature

From: Bob Belber

Date: March 28, 2022

Re: REQUEST FOR APPROVAL TO ENTER INTO A THREE - YEAR LEASE WITH -  
HANNOUSH JEWELERS & OLD BRICK FURNITURE CO., INC.  
FOR SUITE #21  
AT MVP ARENA

This letter is to request approval for SEFCU to lease Suite #21 effective as of May 1, 2022.

Both Hannoush Jewelers and Old Brick Furniture have been on the waiting list for the opportunity to lease a suite for a long time. The term of the lease will be from May 1, 2022 through April 30, 2025.

This lease used to be leased by Tec Protective Coatings but they elected not to renew after going through the COVID pandemic. The two proposed tenants are long-standing community leaders and will no doubt be very good tenants.

Thank you for your assistance with this request.





# County of Albany

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

## Legislation Text

**File #:** TMP-3241, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Request for approval to enter a three-year lease with Hannoush Jewelers & Old Brick Furniture Co, Inc. for Suite # 21 at MVP Arena

Date:	March 28, 2022
Submitted By:	Robert Belber
Department:	MVP Arena
Title:	GM
Phone:	518-487-2008
Department Rep.	
Attending Meeting:	Robert Belber, MVP Arena

**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 E. Hannoush	&	Michael Fiacco
Hannoush Jewelers		Old Brick Furniture Co., Inc.
Owner		President/Owner
112 Wolf Road		33-37 Warehouse Row
Albany, NY 12205		Albany, NY 12205

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year

Three-year commitment - New Suite Holders sharing 50/50

TERM - Three years - May 1, 2022 - April 30, 2025

Scope of Services: Renting Suite # 21

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: AA712802451  
Revenue Amount: \$51,000

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) Three years - May 1, 2022 - April 30, 2025  
Length of Contract: Three years

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

Previous requests for Identical or Similar Action:

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

**Justification:** (state briefly why legislative action is requested)

These two companies have been on the waiting list to land the opportunity to lease a suite in the MVP Arena. Both companies are long-standing solid businesses in the market and they both understand that the location of this suite will cause them to be relocated on numerous occasions whenever an end-stage concert or event takes place where a backdrop is used blocking the view of the event. All standard terms and conditions that are in all of our suite leases will be applicable in this lease. Each suite holder will be required to pay half of the annual amount due. Both will pay annual fee in the amount of \$25,500 for three consecutive years.

# MVP ARENA

Albany, New York

LETTER OF INTENT

BY

HANNOUSH JEWELERS & OLD BRICK FURNITURE CO., INC.

FOR

CORPORATE SUITE # 21

The above named party or parties recognizes that Corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP Arena (hereinafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*

This *Letter of Intent* demonstrates our intention to lease one full Private Corporate Suite, namely Suite # 21 (hereinafter the Suite). The cost to lease one full suite will be FIFTY -ONE THOUSAND DOLLARS (\$51,000) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the *Letter of Intent*

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all sports team tenant games that are presented in the MVP ARENA. Sixteen (16) passes will also be provided for every ticketed event at the in each contract year except NCAA Championship events. SUITE tickets for NCAA events can be purchased by the SUITE holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to four (4) additional "outside seats".

*LETTER OF INTENT*

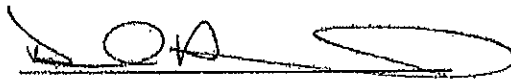
*PAGE 2 CONT'D*



To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000 (THREE THOUSAND DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Company Name Hannoush Jewelers  
Principal Name David E. Hannoush  
Title Owner  
Address 112 Wolf Road  
City / State / Zip Code Albany, NY 12205  
Telephone Number 518-472-0368 (w) 518-928-3570 (m)  
Email david@hannoushny.com

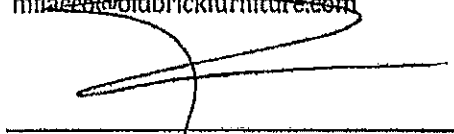
Date: 3.25.22



Signature/Acceptance

Company Name Old Brick Furniture Co., Inc.  
Principal Name Michael Fiacco  
Title President/Owner  
Address 33-37 Warehouse Row  
City / State / Zip Code Albany, NY 12205  
Telephone Number 518-438-9600 (w) 802-345-7904 (m)  
Email mfiacco@oldbrickfurniture.com

Date: 3-25-22



Signature / Acceptance



# MVP ARENA

Albany, New York

## MEMORANDUM

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

From: Bob Belber  
General Manager – MVP Arena

Date: March 2, 2022

Re: REQUEST FOR APPROVAL TO AMEND THE CURRENT SMG MANAGEMENT CONTRACT TERM

The SMG Management Contract had just been renewed with an effective date as of January 1, 2020, and our company started to operate the then Times Union Center under new terms and conditions that would have resulted in a split of net operating profits. However, in March of 2020 the pandemic hit and by late March the arena had to close along with the rest of the sports and entertainment industry. We were only five days away from hosting the 2020 NCAA Men’s Basketball 1<sup>st</sup> & 2<sup>nd</sup> Rounds. The arena did remain in operation, but it shifted to become a community use facility used for COVID testing, warehouse distribution of food, hand sanitizer, masks and eventually a vaccination center. The SMG staff worked hard with Albany County and the Albany County Health Department all during these last two years. However, due to the management fees payable in the new SMG agreement, there were no profits to split in 2020 and the net profit in 2021 was only just over \$160K. Based on the terms of the current agreement the first \$600K in net operating profit goes to Albany County. Therefore, SMG did not receive any management fees for 2020 or 2021.

In order to give SMG the opportunity to be made whole whereby SMG can still have the full length of term wherein they can potentially earn management fees, both SMG and the County of Albany would like to amend the term within the current SMG agreement to extend the term of the initial agreement and to also extend the dates described within the mutual option period such that the length of years



originally committed to SMG will be permitted to take place with the pandemic years being made up via the approval of the proposed amendment.

SMG worked hard with the County to develop an attractive naming rights power point presentation that was included within the RFP for the naming rights of the facility, and we are happy with the new naming partner – MVP Health Care. The naming rights fee is larger than it was with the Times Union and the event schedule is now filling up with great sports and entertainment events. The NCAA Men’s Basketball will be returning in 2023 and the MVP Arena will continue to be Upstate New York’s Premier Sports & Entertainment Facility for many years to come. My staff and I would like to continue to operate the arena and we would appreciate it if the Albany County Legislature would approve this Amendment.







# County of Albany

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

## Legislation Text

File #: TMP-3255, Version: 1

### REQUEST FOR LEGISLATIVE ACTION

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

Request for Approval to Amend the Current SMG Management Contract Term

Date: 4/4/22  
 Submitted By: Robert Belber  
 Department: MVP Arena  
 Title: General Manager  
 Phone: 518-487-2008  
 Department Rep.  
 Attending Meeting: Robert Belber

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

SMG  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Remains the same as current terms

Scope of Services: All of the same terms and conditions contained within the Original agreement will remain in full force and effect for the duration of this amended term and mutual option period.

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

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

**CONCERNING ALL REQUESTS**

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

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) January 1, 2020 - December 31, 2027

Length of Contract: 7 Years

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

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

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

**Justification:** (state briefly why legislative action is requested)

The SMG management agreement was renewed with an effective date of January 1, 2020 and after three months of operating the arena had to be shut down due to the pandemic. SMG lost all ability to earn management fees for a period of two years (2020 & 2021) and for that reason, SMG and the County of Albany seek to amend the original term of the contract as well as the mutual option period to allow SMG to have the opportunity to make up what was lost.

**AMENDED AND RESTATED  
OPERATING AND MANAGEMENT AGREEMENT**

**BY AND BETWEEN**

**THE COUNTY OF ALBANY, NEW YORK**

**AND**

**SMG**

**DATED AS OF NOVEMBER 1, 2019**

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**AMENDED AND RESTATED  
OPERATING AND MANAGEMENT AGREEMENT**

This Amended and Restated Operating and Management Agreement (the “Agreement”) is made and entered into as of the 1<sup>st</sup> day of November, 2019 by and between the County of Albany, New York, a municipal corporation and a political subdivision organized and existing under the laws of the State of New York, with a current principal address at 112 State Street, Albany, New York 12207 (the “County”), and SMG, a Pennsylvania general partnership qualified to transact business in the State of New York with a current principal address at 300 Conshohocken State Rd., Suite 770, West Conshohocken, PA 19428 (hereinafter “SMG”).

**WITNESSETH:**

Whereas, the County is the owner of a civic center located at 51 South Pearl Street, Albany, New York and presently identified as the “Times Union Center” (hereinafter the “Arena”).

Whereas, the Arena is currently being operated and managed by SMG under an Operating and Management Contract that expires on December 31, 2020; and

Whereas, the County and SMG are desirous of entering into a new operating and management agreement for the Arena which will extend SMG’s management services at the Arena until December 31, 2025 (and subject to further extension as provided herein); and

Whereas, the parties recognize and acknowledge that the interests of the County require a booking and management policy which takes account of service and events to generate substantial direct revenues for the Arena, and fosters an atmosphere to increase attendance and contribute economic and civic benefits in the form of increased revenues and general economic stimulation.

NOW THEREFORE, in consideration of the covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

#### **ARTICLE I -TERMINATION OF EXISTING MANAGEMENT CONTRACT**

Effective as of January 1, 2020, the existing Operating and Management Contract between the County and SMG made and entered into as of July 1, 2010 shall be deemed terminated and superseded by this Agreement, which represents the entire agreement between the County and SMG.

#### **ARTICLE II -NEW MANAGEMENT AGREEMENT**

2.1 **Engagement.** The County hereby engages SMG to operate, manage and maintain the Arena in accord with the terms of this Agreement.

2.2 **Relationship.** The parties acknowledge and agree that SMG is hereby engaged as the County's managing agent but not as an employee, joint venturer or partner of the County.

2.3 **Diligence.** SMG agrees to diligently perform all of the services required under this Agreement and comply with all the provisions of this Agreement as the managing agent of the County.

2.4 **Authority.** Subject to the regulations, policies and guidelines of the County now in effect or to be promulgated in the future, SMG shall have discretion to operate and manage the Arena as necessary to effectively and soundly perform its responsibilities under this Agreement.

#### **ARTICLE III -TERM**

3.1 **Term.** Subject to the other provisions hereof, the term of this Agreement shall commence on January 1, 2020 (the "Commencement Date") and end on December 31, 2025

(the "Expiration Date"), unless terminated earlier or extended in accord with the provisions of this Agreement. If mutually agreeable to both the County and SMG, an extension of the Expiration date will commence January 1, 2026 through December 31, 2031. If the County is agreeable to an extension, SMG is permitted to exercise their right to the extension by July 15, 2024 in order to prevent potential disruption of contractual agreements with event producers.

3.2 **Surrender**. Upon the expiration or termination of this Agreement, SMG shall (i) promptly surrender the Arena to the County leaving all equipment, supplies, manuals, books, records, inventories, and other property belonging to the County or that was purchased from Operating Revenues or from funds made available by the County and (ii) transfer, assign and convey to the County all rights/title and interest that SMG may have in the aforementioned equipment, materials, supplies, inventories, and property. SMG agrees to execute any and all documents necessary to evidence such transfer promptly upon the County's request therefor. SMG shall also deliver to the County all documents, records, and other work product generated by SMG in connection with its operation or management of the Arena; provided SMG shall be entitled to keep a copy of all such documents, records and other work product. The County shall simultaneously make all payments due SMG as set forth in this Agreement. Notwithstanding the foregoing, SMG shall retain all rights to its proprietary software and other proprietary business related materials and documentation ("SMG Proprietary Information") which may, from time to time, be utilized in connection with SMG's operation and management of the Arena.

3.3 **Continuation of Performance**. In order to enable the County to make arrangements for a successor manager and operator of the Arena, if the County so requests, both parties shall continue to perform all of their obligations, covenants, and responsibilities hereunder and otherwise comply with the terms of this Agreement for a reasonable period of time (not to

exceed six (6) months) after the expiration or termination of this Agreement; provided that SMG shall continue to be paid the Management Fee during any such period. SMG agrees to cooperate, work and share all information, exclusive of SMG Proprietary Information, with any such successor manager or operator of the Arena.

3.4 **Early Termination upon a sale of the Arena.** SMG acknowledges and agrees that the County has reserved the right to sell the Arena at any point during the term of this Agreement. In the event the County sells the Arena, the purchaser will be given the option of continuing or terminating this Agreement without further obligation on the part of the County or, in the event of a termination, the Purchaser.

#### **ARTICLE IV -MANAGEMENT FEE**

4.1 **Management Fee.** To compensate SMG for operating, managing and maintaining the Arena, the County agrees to pay, and SMG agrees to accept as full compensation for all its services, the fee set forth on Schedule "A" annexed hereto and made a part hereof.

4.2 **Annual Account.** Not later than March 1 of each year during the term of this Agreement, and commencing March 1, 2020, upon completion of the annual audit by an independent certified public accountant, SMG shall promptly pay to the County its share of Net Operating Income, if any, as calculated pursuant to Schedule "A".

4.3 **Marketing and Promotion Fund.** On or around January 1, 2001, SMG established a Marketing and Promotion Fund for the Arena in the principal sum of \$200,000.00 ("Fund"). The amounts currently in this Fund, together with accrued interest, will be utilized exclusively to reduce the risk on self promoted events and to subsidize marginal activities that without reasonable assistance might not use the facility, within SMG's discretion and subject to prior County approval. The County is entitled to copies of the bank statements for this Fund and documentation of transactions in which monies from the Fund are utilized. SMG will provide the

principal sum of thirty five thousand (\$35,000) dollars annually during the term of this Agreement and the term of the extension, if granted, to the Marketing and Promotion Fund.

#### **ARTICLE V - OPERATION OF THE ARENA**

5.1 **Operation Authority.** Using the funds appropriated by the County and the operating income of the Arena ("Operating Funds"), SMG agrees to perform and furnish all management services, labor, and materials needed to operate, supervise, manage, and maintain the Arena in a commercially sound and efficient manner in all aspects (including efficiency, quality, maintenance, repair, safety, security, sanitation, advertising, marketing, community relations, concessions, and merchandising) at least commensurate with the operations of comparable facilities. SMG shall use commercially reasonable efforts to schedule Arena events, and to minimize operating expenses while maximizing operating revenues. SMG is required to impose a reasonable charge for the use of the Arena, unless the County has agreed or directs otherwise.

5.2 **Employees.** Employees hired by SMG will be employees of SMG and not of the County. Within the parameters of the approved budget, SMG shall select the number, function, qualifications, and compensation including the Employees Benefit Package which can be periodically revised based on the SMG Personnel Policies Manual, and other terms and conditions relating to such employees.

5.3 **Services.** In the performance of its duties under this Agreement for management, supervision, maintenance, and operation of the Facility, SMG shall provide the County with the services customarily provided for in such instances, and in accordance with the provisions of this Agreement. Without in any way limiting the generality of the foregoing, SMG shall do the following:

- A. **Supervision.** Supervise the use and maintenance of the Arena to ensure that the Arena is operated in a first-class manner and within standards at least equal to comparable facilities;
- B. **Personnel.** Employ, compensate, supervise and discharge all employees and personnel, including without limitation, the General Manger of said Facility. Such authority or any part thereof may be delegated by SMG to one or more persons under its direct supervision. No General Manager shall be selected or dismissed without the approval of the County. The County, in its sole discretion, may elect to replace the General Manager of the Arena by providing SMG not less than (120) days prior written notice. SMG agrees to diligently work with the County in finding an agreeable replacement for the General Manager position, who is qualified, proven and capable of handling the overall management responsibilities of the Arena. Said replacement needs to be approved by, in writing, by the County.
- C. **Books and Records.** Maintain and supervise detailed, accurate and complete financial statements and other books and records of all of its activities under this Agreement, including without limitation, the books of account and accounting procedures of the Facility.
- D. **Use and other Agreements.** Except with respect to Arena concession agreements as stated in subsection 5.3.U below, negotiate licenses, sublicenses, use agreements, bookings, and advertising agreements for the Arena; the term of such agreements shall not extend beyond the expiration date of this Agreement unless otherwise authorized in writing by the

County. Such licenses, use agreements, bookings, advertising agreements and any other agreements pertaining to the use, operation and occupancy of the Arena will be executed by SMG in its own name as agent for the County. Where appropriate, SMG shall require that proper certificates of insurance evidencing sufficient general liability, automobile liability, bodily injury, property damage, death (all with minimum limits of One Million Dollars (\$1,000,000.00), and Workmen's Compensation insurance coverage be furnished and kept in force at all times by all licensees, users, and others. Said insurance shall name the County of Albany, SMG, the State of New York, and the New York State Urban Development Corporation as additional insureds.

- E. **Monthly Reports.** Submit a written report to the County at least monthly, no later than the 21st of the following month, or at such frequent intervals and times as the County may reasonably request concerning its activities in the operation, management, supervision and maintenance of the Facility. Said reports shall, inter alia, set forth bookings, receipts, expenditures, and such other and further information as the County may reasonably require or request.
- F. **Supplies and Equipment.** Rent, lease, or purchase with "operating funds" all non-capital (and capital items less than \$10,000.00 in value), event-related and ordinary maintenance supplies and equipment for, and as the property of the County. Said rentals, leases, and purchases of less than \$10,000.00 shall be accomplished by SMG using the same procedures

employed by the County for such rentals, leases, and purchases. Rentals, leases, and purchases greater than \$10,000.00 shall be in accord with the competitive bidding laws of the State of New York and the bidding procedures of the Albany County Purchasing Division; the term of such rentals or leases shall not extend beyond the expiration date of this Agreement, unless otherwise authorized in writing by the County.

- G. **Condition of the Arena.** To the extent that the County has made funds available, SMG agrees to maintain the Arena in the condition received on the Commencement Date, reasonable wear and tear excepted. Except to the extent of the guarantee set forth in Schedule A, nothing in this Agreement shall obligate SMG to use its own funds to make capital improvements on capital equipment purchases or otherwise fund the operation of the Arena.
- H. **Service Contracts.** Subject to the competitive bidding laws of the State of New York and the procurement policy of the County, SMG is authorized to enter into service contracts required in the ordinary course of business in operating the Facility, including, without limitation, contracts for electricity, engineering services, gas, telephone, staffing personnel, including guards and ushers, janitorial service, vermin extermination and other services which are reasonably necessary and customary. Service contracts in excess of \$10,000.00 must be competitively bid; professional service contracts in excess of \$20,000.00 must be based on a request for proposals process through the Albany County Purchasing Division; the term of such



agreements shall not extend beyond the expiration date of this Agreement, unless otherwise authorized in writing by the County.

- I. **Pricing**. Establish subject to the approval and consent of the County, the normal prices, rates and rate schedules for the aforesaid licenses, use and booking agreements, and advertising agreements and any other Facility commitments which will be negotiated by SMG in the course of its employment hereunder. SMG may vary from said normal prices, rates, and rate schedules when in its commercially reasonable business judgment profits may be maximized by such variance. The County shall be consulted concerning bookings and contracts.
  
- J. **Annual Budget**. Prepare a proposed budget (excluding event related expenses), and submit no later than July 1 for each succeeding County fiscal year of the term of this Agreement, in accordance with Article VI hereof, submit the same to the County for review and approval, and comply with the spending limitations imposed on such budget, including supplements thereto as authorized. However, if extraordinary events occur which could not reasonably be contemplated at the time that the budget was prepared, SMG may submit a supplemental budget to the County for approval. SMG recognizes that the County is a public corporation created pursuant to the laws of the State of New York, and that it is bound by general and special statutes pertaining to the budget process and the appropriation and expenditures of funds.

- K. **Compliance with Governing Law.** Cause such acts and things to be done in and about the Facility as shall be necessary to its proper operation, control, supervision and maintenance. Both SMG and the County shall, throughout the term of this Agreement, materially comply with (i) all statutes, ordinances, laws, rules, regulations, orders and requirements of any Federal, State or Municipal Government and appropriate departments, commissions, boards, and offices having jurisdiction of the premises respecting the use or manner of use of the Facility, of the construction, maintenance and operation thereof, as well as with (ii) all orders and requirements of the local Board of Fire Underwriters or any other body which may hereafter exercise similar functions.
- L. **Payment of Operating Expenses.** Pay all operating expenses from Facility accounts established pursuant to the Agreement. If SMG is authorized by the County to advance its own money to comply with any of the terms of this Agreement, SMG will be reimbursed the amount advanced plus all accrued interest thereon at SMG's cost for borrowing such monies at a local banking institution within fifteen days after presentation of an invoice by SMG. Advanced amounts and the interest thereon shall not be included in the calculation of net operating income as described in Schedule "A".
- M. **Claims and Legal Proceedings.** Subject to the prior review and approval by the County Attorney, SMG in its own name as Managing Agent for the County, or in the name of the County, but in any event at the reasonable operating expense of the County, any and all legal actions or proceedings to

collect charges, rents or other income generated by and due and owing to the County or upon consultation with the County to cancel or terminate any license, use or advertising agreement for the breach thereof or default thereunder by any licensee, user, or advertiser of the County.

- N. **Escrow Account.** Hold in escrow, in the name of the County, in an interest-bearing bank account in a banking institution in Albany, New York, any monies which it receives in contemplation of, or arising from, an event pending the satisfactory completion of such event. Such escrow monies are to be held for the protection of ticket purchasers, the County, and SMG, and to provide a source of funds, as required for such payments to performers and for such payments of direct incidental expenses in connection with the presentation of events as may be required to be paid prior to or contemporaneously with said event(s). Following the satisfactory completion of the event, SMG shall make the deposit into the operating account(s). Interest accrued in the escrow account established by SMG pursuant to this clause shall be part of operating income.
- O. **Receipts/Expenditures Reports.** Submit to the County, as requested, within ten (10) days following each event, copies of detailed records and reports, relating to the receipts and expenditures of the event including ticket sales, concession income and all other income. These records and reports will be in form as customarily made by, or on behalf of, SMG, and as may be reasonably prescribed by the County.

- P. **Access to Bank Records.** Submit to the County, the State of New York and the New York State Urban Development Corporation, as requested, copies of all bank statements concerning the escrow and operating accounts established by it upon receipt thereof from the depository bank. The County, state, and UDC shall have the right at all reasonable times to examine and audit the same escrow and operating accounts and the records and checkbooks concerning the same. SMG shall provide, and keep in force at all times, a written authorization to the depository bank for the County or its designee to obtain information and records from the bank concerning the accounts and to inspect the same.
- Q. **Marketing.** SMG shall be responsible for all marketing and promotion of the Facility and shall arrange for and coordinate all events at the Facility. With respect to conventions and trade shows, SMG shall work with the Albany County Convention and Visitors Bureau.
- R. **Ticket Surcharge.** In the event the County imposes a ticket surcharge, then SMG shall collect or cause to be collected the ticket surcharge and shall remit the same to the County, as collected, and without offset, in accord with the instructions as may be furnished by the County to SMG from time to time. The County agrees to consult with SMG as to the potential business impact a ticket surcharge might have on the facility; however, the County retains exclusive authority as to whether to impose a surcharge.

- S. **Smoking Prohibition.** SMG shall enforce the prohibition against smoking in the Arena, except in areas outside the Arena properly designated and approved by SMG in its reasonable discretion.
- T. **Existing Agreements.** From and after the Commencement Date, SMG shall assume and perform or cause to be performed any and all management obligations of the County under existing Arena agreements, including, without limitations, the Title Sponsorship Agreement for the Times Union Center, dated as of March 22, 2016 and effective as of January 1, 2016 and continues for a period of five (5) years, ending December 31, 2020 among Capital Newspapers Division of The Hearst Corporation, the County and SMG, as agent for the County.
- U. **Concession Agreements.** Concession agreements for the Arena shall be competitively bid, and subject to the prior review and written approval of the County.
- V. **Special Contract Provision.** All contracts entered into by SMG as agent for the County requiring the consent of the County under this Agreement shall contain an express provision acknowledging that the same is subject to the County's approval. Furthermore, notwithstanding the foregoing and except as approved by the County, the County shall not have responsibility for any acts or omissions of SMG with regard to such contracts or agreements prior to the termination of this Agreement, except as a consequence to the County's failure to provide funds under this Agreement.

W. **Corporate Suites.** Corporate Suite Lease agreements shall be subject to the review and approval of the Albany County Legislature.

5.4 **Conflict of Interest.** No contract relating to the Arena shall be entered into between SMG and any of its parent, subsidiary, related, sister or partner corporations or entities except through a competitive bid or proposal process as required above, and subject to the prior review and written approval of the County.

#### **ARTICLE VI -BUDGETARY REQUIREMENTS**

6.1 **Annual Budget Process.** Not later than July 1<sup>st</sup> prior to the commencement of the next operating year (i.e. January 1<sup>st</sup> of the ensuing year), and beginning with July 1, 2019, SMG shall submit for the County's review and approval an annual budget for the ensuing year in accord with the procedure established for all County Departments. The budget proposal shall include aggregate and specific line item figures for all categories of revenues and expenses. The County Executive's Office shall review all proposed budgets and amendments thereto and communicate to SMG any comments or required revisions on or before December 15th prior to the commencement of the next operating year.

6.2 **Cash Flow Plan.** Each budget shall include a cash flow plan for the operation of each or partial fiscal year, which shall be developed by SMG and be subject to the approval of the County prior to the commencement of each fiscal year. Such plan shall include forecasts for the timing of cash receipts and disbursements during the year.

6.3 **Notice of Structural Deficiencies.** SMG shall inform the County of any condition of which it becomes aware which impairs the structural soundness or sound operating condition of the Facility (and which cannot be corrected by SMG in the ordinary course of business) or otherwise adversely affects the ability of SMG to perform under this Agreement. The

County will, subject to appropriation, make available the funds necessary to correct such condition, in an expeditious manner and within such time as is required under the circumstances.

6.4 **Capital Improvements and Capital Repairs.** The parties agree that in the event SMG recommends a capital improvement or capital repair, the County will conduct a review of such requests to determine whether funding will be appropriated. County agrees to fund a Reserve Account for the purpose of providing for capital improvements or capital repairs ("Reserve Account"). County shall use its best efforts to fund up to \$100,000 per year for this Reserve Account, except that at no time shall the County be required to have over \$1,000,000.00 in said Reserve Account. Capital improvements or capital repairs at the Facility will be implemented under the direction and control of the County, with the assistance and cooperation of SMG. A "capital improvement or capital repair" is defined to mean an improvement or repair that adds to the value of the Arena or extends the useful life of the Arena; but does not include an expense to maintain the ordinary operating condition of the Arena.

#### **ARTICLE VII - RECORDS AND AUDITING**

7.1 **Financial Records.** SMG shall maintain at the Arena current, accurate and complete financial records on an accrual basis of accounting relative to its management, operation and maintenance of the Arena including all original ledgers, journals, accounts and records in which are recorded entries reflecting its activities hereunder, together with all supporting documents such as ticket manifests, ticket sales and reconciliations, cash register tapes, bank statements, canceled checks, bank account reconciliations, tax returns, contracts, employee files, time records, invoices, receipts, any statements or certificates to be furnished to the County under this Agreement and all work papers with respect to the calculation or determination of Operating Revenues, Operating Expenses and Operating Income (the "Books and Records"). Should the Books and Records be maintained on a computerized system, SMG shall provide the County with

access, during normal business hours upon reasonable notice, to the Books and Records and all reports on them generated by the computerized system. All Books and Records shall be maintained in accordance with generally accepted accounting principles, consistently applied. The systems and procedures used to maintain, these Books and Records shall include all activities and operations of SMG hereunder. Books and Records pertaining to any Operating Year shall not be destroyed for a period of six (6) years following the expiration of such Operating Year, or such longer period as may be required by Applicable Law.

7.2 **Access to Information.** The County shall have the unqualified right to obtain from SMG, at any time upon reasonable request, such information and to inspect and audit such Books and Records as may be necessary. If an audit discloses an overpayment by SMG to the County, the amount of such overpayment shall be repaid to the Operating Fund by the County as soon as practicable. If an audit discloses a deficiency in any payment to the County, such deficiency shall become immediately due and payable. In addition, if an audit discloses a deficiency of greater than five percent (5%) in any payment to the County, SMG shall be responsible for the reasonable costs and expenses of such audit. The audit shall be conducted by the office of the Albany County Comptroller or by an independent Certified Public Accountant (“Auditor”) licensed to practice in New York at the discretion of the County. The cost of the audit shall not be included in operating expenses for purpose of computing Net Operating Income (Article “4” - Schedule “A”).

#### **ARTICLE VIII -INSURANCE**

8.1 **Insurance to be Maintained by SMG.** SMG shall at the County’s expense obtain, maintain, and keep current on behalf of the County, SMG, the State of New York, and the New York State Urban Development Corporation and its affiliated entities as additional insureds



at all times during the term of this Agreement the types of insurance and coverage which the County shall reasonably require or be required to maintain, listed as follows:

- a) Workers Compensation to the extent of current coverage or as otherwise required by Applicable Law;
- b) Comprehensive General Liability to the extent of current coverage or as required by the County; however, such liability insurance policy shall have a general aggregate limit of \$2,000,000.00;
- c) Umbrella Liability to the extent of current coverage or as required by the County;
- d) Property Insurance and Commercial Fire Policy covering replacement cost for the property covered thereby;
- e) Boiler and Machinery to the extent of current coverage or as required by the County;
- f) Business Auto to the extent of current coverage or as required by the County;
- g) Comprehensive Crime & Fidelity Coverage: at least \$1,000,000 per occurrence for (i) employee dishonesty, (ii) forgery or alteration, and (iii) robbery and safe burglary inside and outside the Arena. With respect to third party fidelity coverage, SMG shall require third party contractors who handle monies relating to the Arena, as applicable, to carry their own fidelity coverage that complies with the requirements of this subparagraph and that names the County and SMG as additional insureds;

- h) Business Interruption to the extent of current coverage or as required by the County.

Such coverage shall be in accordance with industry standards, but not less the current coverage in place as set forth on Exhibit 1 attached hereto. Upon expiration of the existing policies, insurance shall be competitively bid.

8.2 **Certificates**. SMG shall provide to the County a certificate or certificates of insurance evidencing the coverages required hereunder.

8.3 **Insurance Requirements**. All insurance required under this Agreement shall be issued by insurance companies licensed to do business in the State of New York with the financial rating of at least A/VIII status as rated in the most recent edition of Best's Insurance Reports; shall be issued as a primary policy over any insurance carried by the County and not require contribution by the County or its carrier; and shall contain an endorsement requiring sixty days written notice from the insurance companies to the County and SMG before cancellation or change in-the coverage, scope or amount of any policy.

8.4 **Proceeds of Casualty Insurance**. If the Arena or any part thereof is damaged or destroyed by fire or other casualty, the County will determine whether or not repairs and restoration are practicable and feasible, and will inform SMG in writing of its election to make or not make any such repairs and restoration within hundred and twenty (120) days following the date of such damage or destruction. All proceeds of any casualty insurance paid to the County shall be the exclusive property of the County; SMG shall have no rights to receive any sums therefrom. In the event the County determines not to rebuild, repair and reopen the Arena, then SMG shall receive its management fee as computed pursuant to Schedule "A" up to the date of termination, plus reimburseable expenses and this Agreement shall be deemed terminated.

**ARTICLE IX - REPRESENTATION AND WARRANTIES OF SMG**

9.1 **Representations and Warranties as to SMG's Status.** SMG represents and warrants to the County as follows:

- a) SMG is a general partnership duly organized and validly existing under the laws of the State of Pennsylvania, is authorized to do business in the State of New York and is in good standing under the laws of the State of Pennsylvania, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
- b) this Agreement has been duly authorized, executed and delivered by SMG and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;
- c) SMG has obtained all authorizations, consents, or approvals required for the execution, delivery and performance by it of this Agreement; and
- d) the execution, delivery and performance of this Agreement by SMG does not conflict with, nor will it result in, a breach or violation of, any of the terms, conditions or provisions of (i) the laws of the State of New York or (ii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which it is a party or by which it or any of its properties are bound.

9.2 **Special Contract Provision re Bonds.** SMG acknowledges that the initial construction of the Arena has been financed in large part with the proceeds of one or more series of County General Obligation Bonds, and may in the future be renovated and improved using financing from General Obligation Bond and other bonds issued by the County, the interest on which is, and is intended to remain exempt from gross income for Federal Income Tax purposes. Accordingly, SMG shall submit to the County and the County's bond counsel for approval in writing on an annual basis (no later than November 1 for each succeeding fiscal year of the term of this Agreement) a schedule of events to be held at the Arena and a schedule of the generally applicable or uniformly applied rental rates for the Arena. SMG covenants that it will not materially deviate from such approved schedule or rates, without the prior written consent of the County and/or the County's bond counsel. Notwithstanding the foregoing, under no circumstances shall SMG enter into any agreement for use of the Arena where such use exceeds thirty (30) days over such Agreement's entire term, without the prior written consent of the County and/or the County's bond counsel. SMG shall no later than the 15<sup>th</sup> day of each -month, provide to the County and the County's bond counsel the then current booking schedule for the Arena for the succeeding month. SMG agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the County with respect to the Arena.

9.3 **Due Diligence.** SMG will make its General Manager or another representative of SMG fully familiar with the operations, management and use of the Facility, available to periodically meet with the County's representatives on a regular basis in order to discuss operations, management, supervision, maintenance, and use of the Facility, and to discuss and resolve any problems which may have arisen in connection therewith.

**ARTICLE X - REPRESENTATIONS AND WARRANTIES OF ALBANY COUNTY**

10.1 **Representations and Warranties.** The County represents and warrants to SMG as follows:

- a) That the County will pay, keep, observe and perform all payments, terms, covenants, conditions, and obligations under any Deed of Trust, bonds, debentures or contract to which the County is bound relative to the financing of the Arena, and
- b) That this Agreement has been authorized by a duly enacted resolution of the Albany County Legislature and constitutes a legal valid and binding obligation of the County enforceable in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity:

**ARTICLE XI - SMG INDEMNITY TO COUNTY**

11.1 **Indemnity.** SMG agrees to indemnify and save harmless the County, the State of New York, and the New York State Urban Development Corporation and their respective agents, officers, employees, and directors from and against any and all liability, loss, damages, interests, judgments, and liens growing out of and any and all costs and expenses (including, but not limited to, reasonable counsel fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions, or proceedings which may be made or brought against the County, The State of New York or The New York State Urban Development Corporation or for any reason of or as a result of (a) the lack of exercise of reasonable care by SMG in the employment of any of its employees or the lack of reasonable care in the supervision

of the employees' ongoing employment; or (b) the negligent or willful act or omission of SMG, its agents, officers, employees, directors, or others in privity with SMG; or (c) the material failure or material omission of SMG to observe and perform any of its obligations, covenants and warranties to be observed and performed by SMG under the terms and provisions of this Agreement or by reason of the execution of this Agreement.

#### **ARTICLE XII -COUNTY INDEMNITY TO SMG**

12.1 **Indemnity**. The County agrees to indemnify and save harmless SMG and its partners, officers, directors, agents, employees and representatives ("SMG's Indemnities") from against any and all liability, loss, damage, interest, judgments and liens growing out of and any and all costs and expenses (including, but not limited to, reasonable counsel fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions or proceedings which may be made or brought against SMG or any of SMG's indemnities by reasons of or as a result of the negligence or willful act or omission of the County or any of its agents (other than SMG), servants, or employees, or by reason of the material failure or material omission of the County to observe and perform any of its obligations, covenants, and warranties to be observed and performed by it under the terms and provisions of this Agreement or by reason of the execution of this Agreement.

#### **ARTICLE XIII -HAZARDOUS SUBSTANCES**

13.1 **Use**. SMG shall not cause, permit or suffer any Hazardous Substances to be transported, used, stored, maintained, generated, manufactured, handled, released or discharged on, under or about the Arena; provided the foregoing provision shall not prohibit SMG from transporting, storing and using such Hazardous Substances as are necessary for the operation of the Arena so long as (i) all such Hazardous Substances are maintained only in such quantities as are reasonably necessary for the operation of the Arena, (ii) SMG shall comply with all Applicable

Law governing the transportation, handling, storage, use and disposal of such Hazardous Substances, (iii) SMG shall not unnecessarily dispose, release or discharge any Hazardous Substances on, under or about the Arena, and (iv) all such Hazardous Substances shall be completely, lawfully and properly removed by SMG..

13.2 **Monitoring and Remediation.** SMG shall promptly notify the County of (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Substances located on, under or about the Arena or released therefrom; (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Substances located on, under or about the Arena or released therefrom; (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Substances on, under, about or from the Arena; and (iv) any matter related to the transportation, use, storage, maintenance, generation, manufacture, handling, release or discharge of Hazardous Substances on, under or about the Arena which SMG is required to disclose to any governmental authority. If any hazardous substances are released, discharged or disposed of on, under or about the Arena by SMG or its agents in violation of this Article XIII then SMG shall remove, remediate, monitor and abate such Hazardous Substances at SMG's sole cost and expense, in compliance with Applicable Law, which obligations shall include-performing all necessary testing and preparing any remedial action plan required by any governmental authority. SMG covenants to the County that, in addition to and not in lieu of SMG's obligations under Section 11.1 herein, it shall include in all contracts with contractors, subcontractors, concessionaires, or licensees a provision obligating such party to indemnify SMG and the County for the release, discharge or disposal of Hazardous Substances on, under or about the Arena and require such party to obtain insurance covering any such release,

discharge or disposal, to the extent that the obtainment of such policy is commercially reasonable. SMG shall provide to the County forms of agreements containing such provisions and the County shall approve such forms prior to SMG's use. The methodology for such removal, remediation, monitoring and abatement shall (except in emergencies) be subject to the County's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

13.3 **Definition.** "Hazardous Substances" as utilized herein shall mean (i) substances included within the definition of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §9601 et seq.) ("RCRA"), the Toxic Substance Control Act of 1976 ("TSCA") (15 U.S.C. §2601 et seq.) and the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), all as they may be amended from time to time; (ii) substances listed in the United States Department of Transportation Table (49 C.F.R. Part 172.101) or by the Environmental Protection Agency (40 C.F.R. Part 302) or otherwise listed by a state or federal agency as hazardous substances; (iii) any substance that contains (A) petroleum, (B) asbestos, (C) poly-chlorinated biphenyl, (D) a substance designated as a "hazardous substance" pursuant to §311 of the Clean Water Act (33 U.S.C. §1321) or listed pursuant to §307 of the Clean Water Act (33 U.S.C. §1317), (E) flammable explosives or (F) radioactive materials; and (iv) any toxic or hazardous waste, material or substance or any oil or pesticide listed in, covered by or regulated pursuant to any Environmental Law.



#### ARTICLE XIV -DEFAULT

14.1 **Material Breach.** Each of the following, and the matters described in Section 14.3 hereof with respect to SMG, shall constitute a “Material Breach” under this Agreement:

- a) Failure to pay when due any amount required to be paid under this Agreement, if the failure continues for thirty (30) days after written notice has been given to the breaching party;
- b) Either party shall (i) admit in writing its inability to pay its debts as they become due or (ii) file a petition in bankruptcy or for the reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in bankruptcy against it which is not contested and discharged within sixty (60) days, or (iii) make an assignment for the benefit of creditors, or (iv) consent to an appointment of a trustee or receiver for all or a major portion of its property, or (v) be adjudicated a bankrupt or insolvent under any federal or state law, or (vi) suffer the entry of a court order, under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within sixty (60) days after the date of its entry; or

- c) Failure to perform any other obligation under this Agreement if the failure to perform is not cured within sixty (60) days after notice has been given to the breaching party, except that if the breach cannot reasonably be cured within sixty days, a Material Breach shall not be deemed to have occurred if the breaching party begins to cure the breach within such sixty (60) day period and diligently and in good faith continues to pursue the cure of the breach.

14.2 **Interest on Delinquent Payments.** Interest shall accrue at a Default Rate of 9% per annum from the date on which a default notice is given until paid on any sums not paid by either party when due.

14.3 **Non-Curable Material Breach by SMG.** Each of the following shall also constitute a non-curable "Material Breach" of SMG under this Agreement.

- a) Any representation or warranty of SMG contained herein which shall be knowingly false or misleading in any material respect as of the date made or deemed to have been made; or
- b) Any misappropriation by SMG relating to any funds belonging to the County that are in SMG's possession or control, including, without limitation, moneys from the Operating Fund or the Capital Fund;

14.4 **Rights of Non-Breaching Party.** If a Material Breach occurs and is not waived in writing by the non-breaching party, then the non-breaching party shall have the following remedies which are not exclusive but cumulative and in addition to any other remedies now or later allowed at law or in equity:

- a) The right to cure, at the breaching party's cost and expense, any such breach;
- b) The right to sue to collect any sums not paid when due, together with interest accrued thereon as provided hereinabove;
- c) The right to sue to collect damages suffered by the non-breaching party by reason of the occurrence of a material breach other than a material breach in the payment of money.
- d) The right to terminate this Agreement; and/or
- e) The right to seek specific performance of the materially breached obligation.

#### **ARTICLE XV -EXCUSABLE DELAY - FORCE MAJEURE**

In the event compliance with any of SMG's or the County's obligations under this Agreement is impractical or impossible due to strikes, lockouts, labor disputes, embargoes, fire not caused by the negligence of either party, casualty, epidemic, acts of God, war, national emergency, civil disturbance or obedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority or other occurrences beyond the reasonable control of the party in question, then the time for performance of such obligations shall be extended for a period equivalent to the duration such event.

#### **ARTICLE XVI -PEDESTRIAN WALKWAY**

16.1 **Management.** SMG agrees to manage and maintain the Pedestrian Walkway (from South Pearl Street to the Empire State Plaza) in a manner consistent with the operation, management and security services required of the County pursuant to the January 1, 1990 "Intergovernmental Agreement for Construction, Operation and Maintenance of a Pedestrian Walkway" by and between the People of the State of New York and the County of Albany and the

Operation and Maintenance Plan issued December 6, 1990, and to implement further measures necessary for the safe and proper operation of the walkway, subject to prior County approval.

16.2 **Funding.** The annual operating costs and expenses for the pedestrian walkway shall be funded by the County in accord with the annual budget approved for the Arena.

16.3 **Reservation.** The County reserves the right upon twenty (20) days prior written notice to SMG to assume the responsibility to manage and maintain the Pedestrian Walkway outside the limit lines of the Arena; or to return that responsibility to SMG upon sixty (60) days prior written notice.

16.4 **Insurance.** The County agrees to provide a comprehensive general liability policy of insurance in the aggregate amount of \$2,000,000, with a per occurrence limit of \$1,000,000 covering the Pedestrian Walkway from the west end of the Arena to the Empire State Plaza or to self-insure to the extent of such coverage. SMG will be named as an additional insured on any such policy. The balance of the Pedestrian Walkway from the Civic Center to South Pearl Street will continue to be insured by SMG in accord with Article VIII of this Agreement.

#### **ARTICLE XVII -NOTICES**

17.1 **Notices.** All notices, consents waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- A. County of Albany, New York  
County Executive  
Suite 1200 - 112 State Street  
Albany, New York 12207

**with a copy to:**

The County Attorney  
Suite 600- 112 State Street

Albany, New York 12207

B. If to SMG

300 Four Falls Corporate Center  
300 Conshohocken State Road  
West Conshohocken, PA 19428  
Attention: President/CEO

**with a copy to:**

Manager, Times Union Center  
51 So. Pearl Street  
Albany, New York 12207

Either party may at any time change the address where the notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above persons or parties of a notice stating the change.

#### **ARTICLE XVIII - ASSIGNABILITY OF AGREEMENT**

18.1 **Assignment.** Except as set forth in paragraph 3.4 above, this Agreement may not be assigned nor sublet, in whole or in part, by either party without prior written consent of the other party.

#### **ARTICLE XIX - EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY ENTERPRISES**

19.1 **Employment Requirements.** Neither SMG nor any affiliate of SMG performing services hereunder will discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation or national origin and SMG will take affirmative action to insure that such individuals are afforded equal employment opportunity without discrimination because of race, creed, sex, color, height, weight, physical handicap, marital status, sexual orientation or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other form of compensation, and selection for

training or retraining, including apprenticeship and on-the-job training. SMG will comply with the Albany County Affirmative Action Plan currently in effect and as amended from time to time.

#### **ARTICLE XX - CONDEMNATION**

20.1 **Condemnation.** If title to the whole or substantially all of the Arena shall be taken in condemnation proceedings or by any right of eminent domain, the County, in its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Article XXI, "substantially all of the Arena" shall be deemed to have been taken if the untaken portion cannot be practically and economically used by the County for the purposes for which the Arena was designed. All of the award and other compensation received on account of any taking which affects the Arena (including all compensation for the underlying real estate) shall belong solely to the County, and SMG shall not have any right, title or interest therein.

#### **ARTICLE XXI - RIGHT OF ENTRY AND INSPECTION**

21.1 **Entry and Inspection.** SMG recognizes that the County has a substantial interest in the manner in which the Arena is operated and maintained and has a responsibility to the public to ensure that the Arena is operated and maintained in a manner consistent with public facilities. Accordingly, officers, employees, agents and other authorized persons of the County in the performance of their duties shall have access to the Arena at all times, subject to such reasonable security measures as may be imposed by SMG. There shall be no charge for such access. In exercising its rights hereunder, the County shall (i) provide SMG with reasonable notice in advance of the date on which it intends to conduct any such inspection (except in the case of an emergency, in which case such advance notice shall be reduced to a reasonable advance notice under the circumstances), and (if) use commercially reasonable efforts to minimize the interference which it causes to the operation of the Arena.

## ARTICLE XXII - OWNERSHIP OF ASSETS

22.1 **Ownership.** The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Arena shall remain with the County. Ownership of and title to all intellectual property rights of whatsoever value, held in the County's name shall remain in the name of the County. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Operating Revenues or County funds shall remain with the County, but such assets may be utilized and consumed by SMG in the performance of services under this Agreement. The ownership of data processing programs and software owned by the County shall remain with the County, and the ownership of data processing programs and software owned by SMG shall remain with SMG. SMG shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the County for the use of the Arena unless written consent is granted by the County. Ownership of equipment, furnishings, materials or fixtures not considered to be real property and other personal property purchased by SMG with County funds for use at and for the Arena shall vest in the County automatically and immediately upon purchase or acquisition. The assets of the County as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned without the prior approval of the County.

## ARTICLE XXIII - MISCELLANEOUS PROVISION

23.1 **Modification and Changes.** This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

23.2 **Understanding and Agreements.** This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to SMG's management of the Facility.

23.3 **Headings**. The Article and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

23.4 **Approval or Consent**. Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provision of this Agreement approval or consent is required, the approval or consent shall be deemed to have been duly given if such approval or consent is given by such person as may from time be designated by the Albany County Legislature or by one of the persons authorized by law or by any one of the persons, as the case may be who executed this Agreement on behalf of SMG or designated in a notification signed by or on behalf of SMG.

23.5 **Governing Law**. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of New York and the County of Albany. In the event of any litigation arising out of this Agreement as between the parties hereto, it is agreed that venue shall be in Albany County.

23.6 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23.7 **No Third-Party Beneficiaries**. This Agreement shall not be construed as giving any Person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being



intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other Person.

23.8 **Designations.** Whenever the context of this Agreement requires, the masculine gender included the feminine or neuter and the singular number includes the plural.

23.9 **Qualifications to do Business.** SMG shall be, at all relevant times, duly qualified by law, to do business in the State of New York.

23.10 **Applicability of General, Special and Local Law.** In case of an inconsistency between the terms of this Agreement and any applicable general or special law, or local law said general or special law or local law shall govern.

23.11 **Contract Years.** For purpose of this Agreement the term "contract year" will mean a year commencing January 1 and ending December 31.

23.12 **Changes to Facilities.** SMG shall not make any substantive changes or modifications to the Facility, its fixtures or equipment unless prior written approval is obtained from the County. SMG shall submit detailed drawings of its proposed alterations, additions or modifications to the County for written approval prior to making any such changes at the Facility. The County reserves the right to make any changes, modifications or additions to the Facility that are in the best interest of the County, and the County shall not unreasonably interfere with, impede, or impair the ability of SMG to effectively and soundly manage the Facility.

23.13 **Office Space.** The County agrees to provide SMG with finished office space in the Facility, as presently established and occupied by SMG.

23.14 **Use of the Facilities by the County.** The County shall have the right to use the Facility or any part thereof for the benefit of the community without payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall

be paid by the County. Said usage shall comprise no more than ten (10) days (or partial days) in any contract year. County use of the Facility shall not be competitive with, nor conflict with events booked by SMG and shall be booked at least sixty (60) days in advance.

23.15 **Severability**. If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstances shall be held to be invalid or unenforceable or shall become a violation of any local, state or federal -laws, then the same as so applied shall no longer be a part of this Agreement, but the remainder of the Agreement, such provisions and the application thereof to other persons circumstances shall not be affected thereby and this Agreement as so modified shall continue in' full force and effect unless the elimination of such provision detrimentally affects the consideration any party is to receive under this Agreement.

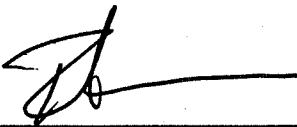
23.16 **Non-Waiver; Remedies Cumulative**. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof. Each party shall be entitled to all remedies provided by law, and all rights and remedies are to be deemed cumulative and not exclusive.

23.17 **Multiple Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, binding upon the parties.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written, as sealed instrument.

Dated: 15 NOV 2019

SMG

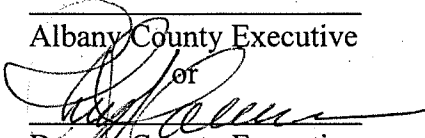
By:   
Name:  
Title:

Dated: 11/20/19

County of Albany, New York

By Philip F. Calderone

Albany County Executive

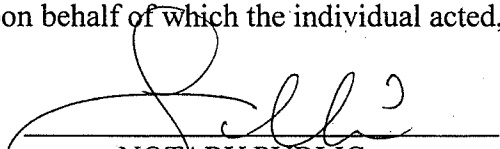
  
or

Deputy County Executive

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

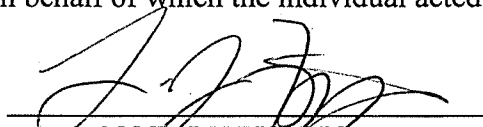
On the 20 day November, 2019, before me, the undersigned, personally appeared Phil Caldovone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Montgomery ) SS.:

On the 15<sup>th</sup> day November, 2019, before me, the undersigned, personally appeared Bob Newman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal  
LOUIS JOSEPH FORGIONE - Notary Public  
Montgomery County  
My Commission Expires May 3, 2023  
Commission Number 1351553

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

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

\_\_\_\_\_  
NOTARY PUBLIC

**Schedule A**  
**FOR THE NEW MANAGEMENT AGREEMENT**  
**BETWEEN THE COUNTY OF ALBANY**  
**AND SMG**  
**AT THE TIMES UNION CENTER**

**Commencement Date:** January 1, 2020

**Term:** From January 1, 2020 until 11:59 pm on December 31, 2025

**Management Fee:** SMG's compensation is to be computed- on the basis of "Net Operating Income" (NOI) annually as set forth below. NOI shall be distributed to the County and SMG, as the case may be, in the order of priority set forth below:

NOI Amount	Disposition
\$0 to \$1,000,000  (1 <sup>st</sup> \$600,000 in NOI to Albany County)*	72% to Albany County  28% to SMG
\$1,000,001 to \$1,500,000	70% to Albany County  30% to SMG
\$1,500,001 and above	65% to Albany County 35% to SMG

\*Albany County will receive the first six hundred thousand (\$600,000) of NOI generated each year before SMG will receive its percentage of revenue sharing outlined above.

All sums outlined above in the chart above shall be adjusted annually from January to January of each year, starting in 2021, to conform to increases in the Consumer Price Index, Department of Labor as follows: CPI-U (all Urban Consumers; Northeast Region; all items); however, in no event shall any such annual increase exceed four percent (4%).

**DEFINITION OF ADJUSTED GROSS INCOME:**

To include all income generated by the operations of the Arena, including income generated from future sources, except to expressly exclude the following: ticket surcharge income in the event a surcharge is imposed, any cash flow deficit contributions by Albany County and funds provided by Albany County to maintain the Pedestrian Walkway outside the limit lines of the Arena.

**DEFINITION OF NET OPERATION INCOME:**

The term "Net Operating Income", as used in this Agreement means Adjusted Gross Income, as defined above, less all operating and overhead expenses incurred by the Arena, with the express understanding that in calculating such Net Operating Income during any contract year hereunder, no deductions from Adjusted Gross Income will be calculated for any of the following:

- A. Real Estate Taxes, if any, or any similar occupancy or use taxes assessments;
- B. Interest or principal payments or debt service costs on bonds issued for funding the construction or maintenance of the Arena;
- C. Interest on bonds or notes on expenditures or advances made by the County on behalf of the Arena;
- D. Federal or state income taxes;
- E. Expenditures for capital improvements or capital repairs;
- F. Any management fee payable to SMG;
- G. Any costs or expenses of any department of the County of Albany, whether by allocation, by assessment for services by that department directly or indirectly or in any other manner.
- H. Audits.

**EXHIBIT "1"**

**CURRENT INSURANCE COVERAGE - SEE ARTICLE VIII INSURANCE**

1. Certificate of Liability Insurance (See attached).
2. Property Protection Coverage Summary (See attached).

FIRST AMENDMENT TO THE  
AMENDED AND RESTATED OPERATING AND MANAGEMENT AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF ALBANY, NEW YORK  
AND  
SMG

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED OPERATING AND MANAGEMENT AGREEMENT (this “First Amendment”), dated as of the \_\_\_ day of \_\_\_\_\_, 2022, is made by and between the County of Albany, New York, a municipal corporation and a political subdivision organized and existing under the laws of the State of New York, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as “County”), and SMG, a Pennsylvania general partnership qualified to transact business in the State of New York, located at 300 Conshohocken State Road, Suite 710, West Conshohocken, Pennsylvania 19428 (hereinafter referred to as "SMG"; COUNTY and SMG each may hereinafter be referred to as the “Party” and together the “Parties”).

WITNESSETH:

WHEREAS, the County has an Amended and Restated Operating and Management Agreement (“Agreement”) with SMG for the operation and management of the Albany County civic center, presently identified as “MVP Arena”, said Agreement having been entered into as of November 1, 2019;

WHEREAS, the County and SMG wish to amend the Agreement in certain respects, hereinafter set forth, to extend the term of the Agreement; and

WHEREAS, this First Amendment sets forth the understanding reached by the Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties, intending to be legal bound, hereby agree as follows:

1. That the Agreement at ARTICLE III – TERM, Section 3.1 Term shall be deleted in its entirety and replaced with the following:

3.1 **Term.** Subject to the other provisions hereof, the term of this Agreement shall commence on January 1, 2020 (the “Commencement Date”) and end on December 31, 2027 (“Expiration Date”), unless terminated earlier or extended in accord with the provisions of this agreement. If mutually agreeable to both the County and SMG, an extension of the Expiration date will commence on January 1, 2028 through December 31, 2033. If the County is agreeable to an extension, SMG is permitted to exercise their right to the extension by July 15, 2026 in order to prevent potential disruption of contractual agreements with event producers.



2. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

COUNTY OF ALBANY

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Daniel P. McCoy  
County Executive, or  
Daniel C. Lynch  
Deputy County Executive

SMG

DATED: \_\_\_\_\_

By: \_\_\_\_\_

State of New York )  
County of Albany ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

\_\_\_\_\_  
**NOTARY PUBLIC**

State of New York )  
County of Albany ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

\_\_\_\_\_  
**NOTARY PUBLIC**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for the state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

\_\_\_\_\_  
**NOTARY PUBLIC**



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

April 5, 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 Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of Albany County's DPW Highway Maintenance Plan, we will pave 6.7 miles of Cold-In-Place Recycled Roads and Mill and Fill 15.3 additional miles, for a total of 22.0 miles of County roadways. The Mill and Fill process includes milling off 2" of existing top course asphalt and repaving with 2" of new top course asphalt. The following roads are scheduled for Mill/Fill:

- CR9 (Bradt Hollow Rd.) from NY443 to CR443 (Town of Berne) ≈3.8 miles
- CR53 (Jericho Rd.) from CR55 to NY 32 (Town of Bethlehem) ≈1.6 miles
- CR103 (Blodgett Hill Rd.) from CR301 to SR143 (Town of Coeymans) ≈4.3 miles
- CR261 (Bell Rd.) from CR2253 to SR146 (Town of Knox) ≈1.3 miles
- CR262 ( Rd.) from CR255 to SR146 (Town of Knox) ≈4.7 miles
- CR361 ( Rd.) from CR351 to CR351 (Town of Rensselaerville) ≈3.7 miles
- CR413 (Upper Chapel Hill/Lower Chapel Hill Rd.) from CR361 to CR402 (Town of Westerlo) ≈2.6 miles

The following Roads are scheduled for Cold in Place recycling under a separate contract. They will be paved under the hauling and placing contract:

- CR9 (Bradt Hollow Rd.) from NY443 to Dutch Settlement Rd. (Town of Berne) ≈3.8 miles
- CR53 (Jericho Rd.) from CR55 to NY 9W (Town of Bethlehem) ≈1.6 miles
- CR261 (Bell Rd.) from CR253 to NY146 (Town of Knox) ≈1.3 miles

The entire Hauling & Placing Contract will be paid for by the State's CHIPS Program. The County fronts the money and then submits to the State for reimbursement.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff reviewed the bids and recommended the award of this contract to the low bidder, Callanan Industries Inc. in the amount not to exceed \$2,776,033.49.

We have included copies of all correspondence along with the bid tabulation sheet. If you have any questions regarding this request, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo  
Commissioner

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



# County of Albany

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

## Legislation Text

File #: TMP-3231, Version: 1

### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with for Hauling and Placing on Various County Roads

Date:	April 5, 2022
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):  
Callanan Industries, Inc.  
PO Box 15097  
Albany, NY 12212

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

Amount/Raise Schedule/Fee: \$2,776,033.49  
Scope of Services: Hauling and Placing of Asphalt Concrete

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

**CONCERNING ALL REQUESTS**

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

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

County Budget Accounts:

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

Appropriation Account and Line: D95112.4075  
Appropriation Amount: \$2,776,033.49

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 7/1/2022-11/30/2022  
Length of Contract: 5 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

**Justification:** (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of Albany County's DPW Highway Maintenance Plan, we will pave 6.7 miles of Cold-In-Place Recycled Roads and Mill and Fill 15.3 additional miles, for a total of 22.0 miles of County roadways. The Mill and Fill process includes milling off 2" of existing top course asphalt and repaving with 2" of new top course asphalt. The following roads are scheduled for Mill/Fill:

- CR9 (Bradt Hollow Rd.) from NY443 to CR443 (Town of Berne) ≈3.8 miles
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- CR261 (Bell Rd.) from CR253 to NY146 (Town of Knox) ≈1.3 miles

The entire Hauling & Placing Contract will be paid for by the State's CHIPS Program. The County fronts the money and then submits to the State for reimbursement.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff reviewed the bids and recommended the award of this contract to the low bidder, Callanan Industries, Inc. in the amount not to exceed \$2,776,033.49.





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

DANIEL P. McCOY  
 COUNTY EXECUTIVE

DAVID M. LATINA  
 COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
 PURCHASING AGENT

**MEMORANDUM**

**TO:** Lisa Ramundo, Commissioner  
 Public Works

**FROM:** Karen Storm *K Storm*  
 Purchasing Agent

**DATE:** April 5, 2022

**RE:** RFB#2022-027 2022 Hauling and Placing of Asphalt Concrete on Various County Roads

---

I am in receipt of your recommendation to award the aforementioned Request for Bids to Callanan Industries in the amount of \$2,776,033.49.

As Callanan Industries is the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, P.E.  
COMMISSIONER

### RECOMMENDATION NOTICE

**TO: Karen Storm, Purchasing Agent**

**FROM: Lisa Ramundo, Commissioner**

**DATE: April 5, 2022**

**RE: Project #22-C573  
RFB #2022-027  
2022 Hauling & Placing of Asphalt Concrete on Various County Roads**

---

I have reviewed the bid results for Bid #2022-027 for 2022 Hauling & Placing of Asphalt Concrete on Various County Roads. I would like to recommend the low bidder, Callanan Industries be awarded the bid for a total bid price of \$2,776,033.49.

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

LR:ct



DANIEL P. McCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF PUBLIC WORKS  
449 NEW SALEM ROAD  
VOORHEESVILLE, NEW YORK 12186-4826  
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LISA M. RAMUNDO, PE  
COMMISSIONER

## *Memorandum*

---

**TO:** *Lisa Ramundo, Commissioner*

**FROM:** *Bill Anslow, Civil Engineer*

**DATE:** *April 5, 2022*

**RE:** *Project #22-C573 (RFB#2022-027)  
2022 Hauling and Placing of Asphalt Concrete  
on Various County Roads*

*Having reviewed the three (3) proposals that were received regarding the subject project, Albany County DPW Engineering Division recommends the contract be awarded to Callanan Industries who has the lowest total bid price of \$2,776,033.49.*

*Please let me know if you have any questions.*

WA:ct

RFB#2022-027					
Hauling and Placing of Asphalt Concrete on County Roads					
Thursday March 24, 2022 @11:00am					
<b>Vendor</b>	Callanan Industries	Cobleskill Stone	New Castle Paving		
<b>Lump Sum</b>	\$	2,776,033.49	\$	3,146,839.36	\$
					3,227,561.62

ALBANY COUNTY PUBLIC WORKS  
 PROJECT #22-C573  
 RFB#2022-027  
 2022 HAULING & PLACING RESULTS

ITEM NUMBER	DESCRIPTION	QUANTITIES	ENGINEER'S ESTIMATE		CALLANAN		COBLESKILLSTONE		NEW CASTLE	
			UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID
402.058903	HOT MIX ASPHALT, P9 SHIM COURSE	250 TON	\$68.00	\$17,000.00	\$60.00	\$15,000.00	\$85.00	\$21,250.00	\$50.00	\$12,500.00
402.128202	HOT MIX ASPHALT, 12.5, F2 TOP COURSE, 80 SERIES	33,719 TON	\$69.00	\$2,326,611.00	\$65.35	\$2,203,536.65	\$71.60	\$2,421,024.20	\$72.78	\$2,454,048.82
402.198902	HOT MIX ASPHALT, 19, F9 BINDER COURSE	550 TON	\$65.00	\$35,750.00	\$48.00	\$26,400.00	\$70.40	\$38,830.00	\$70.64	\$38,852.00
402.378902	HOT MIX ASPHALT, 37.5, F9 BASE COURSE, 80 SERIES	650 TON	\$65.00	\$42,250.00	\$42.00	\$27,300.00	\$67.00	\$43,550.00	\$63.64	\$41,366.00
407.0101	TACK COAT	15,466 GAL	\$4.00	\$61,864.00	\$4.00	\$61,864.00	\$3.40	\$52,584.00	\$4.40	\$68,050.40
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	211,418 SY	\$0.80	\$169,134.40	\$0.50	\$105,709.00	\$1.08	\$228,331.44	\$1.26	\$266,386.68
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	1,673 SY	\$6.00	\$10,038.00	\$4.00	\$6,692.00	\$2.00	\$3,346.00	\$4.00	\$6,692.00
604.07	ALTERING DRAINAGE STRUCTURES, LEACHING BASIN & MANHOLE	1 EA	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,725.00	\$1,725.00	\$1,000.00	\$1,000.00
604.10	PREPARATED ADJUSTMENT RINGS FOR MANHOLES	1 EA	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
608.020102	HOT MIX ASPHALT HANDWORK FOR DRIVEWAYS	60 TON	\$1,200.00	\$72,000.00	\$140.00	\$8,400.00	\$180.00	\$10,800.00	\$208.29	\$12,497.40
619.0101	BASIC MAINTENANCE AND PROTECTION OF TRAFFIC, CONTRACTOR TO PROVIDE BASIC MP&T FOR CR 154, OSBORNE RD, ONLY	1 LS								
AC437.40	ASPHALT CONCRETE TESTING SERVICES	1 LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	15,000	\$15,000.00	15,000	\$15,000.00
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MIL	220,824 FT	\$0.14	\$30,915.36	\$0.08	\$17,665.92	\$0.09	\$19,874.16	\$0.09	\$19,874.16
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MIL	280,824 FT	\$0.14	\$39,315.36	\$0.08	\$22,465.92	\$0.09	\$25,274.16	\$0.09	\$25,274.16
685.13	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS	8 EA			\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00
685.14	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS	2 EA			\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
697.01	INTERIM PAYMENT	1 PPLS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
698.04	ASPHALT PRICE ADJUSTMENT	88,000 EA	\$1.00	\$88,000.00	\$1.00	\$88,000.00	\$1.00	\$88,000.00	\$1.00	\$88,000.00
698.05	FUEL PRICE ADJUSTMENT	22,000 EA	\$1.00	\$22,000.00	\$1.00	\$22,000.00	\$1.00	\$22,000.00	\$1.00	\$22,000.00
699.04	MOBILIZATION (4%)	1 LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL			\$3,012,278.12		\$2,776,033.49		\$3,146,838.96		\$3,227,561.42

**COUNTY OF ALBANY**

**HAULING AND PLACING ASPHALT CONCRETE ON  
VARIOUS COUNTY ROADS**

**RFB#2022-027**

**ADDENDUM#1**

March 15, 2022

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 15th day of March 2022, in connection with the Request for Bids #2022-027 Hauling and Placing Asphalt Concrete on Various County Roads as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY****RFB#2022-027****Hauling and Placing Asphalt Concrete on Various County Roads****ADDENDUM #1**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1: Question:** Please confirm the expected date of award. The 2021 contract was awarded 60 days after bid.

**Answer:** Albany County expects to award the contract at the May Legislative Meeting. Contract should be executed by the end of May/ early June.

**ITEM #2 Question:** Please confirm the schedule of the pavement recycling, by others, as it controls the Hauling & Placing schedule.

**Answer:** The pavement recycling schedule is predicated on the NYS Contract which currently expires the end of March 2022. The hope is that the State renews the contract so we can get the contractor on board during the same contract cycle.

**End of Addendum #1**

**COUNTY OF ALBANY**

**HAULING AND PLACING ASPHALT CONCRETE ON  
VARIOUS COUNTY ROADS**

**RFB#2022-027**

**ADDENDUM#2**

March 17, 2022

The following Addendum No. 2 consisting of six (6) pages (including this cover page) is hereby issued on the 17th day of March 2022, in connection with the Request for Bids #2022-027 Hauling and Placing Asphalt Concrete on Various County Roads as requested by the Albany County Department of Public Works.



UNIT BID PRICE AMOUNT BID

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
		<b>BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2022)</b>				
402.058903	250 Tons	Hot Mix Asphalt, F9, Shim Course FOR _____ Per Ton				
402.128202	33,719 Tons	Hot Mix Asphalt, 12.5, F2 Top Course, 80 Series FOR _____ Per Ton				
402.198902	550 Tons	Hot Mix Asphalt, 19, F9 Binder Course, 80 Series FOR _____ Per Ton				
402.378902	650 Tons	Hot Mix Asphalt, 37.5, F9 Base Course, 80 Series FOR _____ Per Ton				
407.0101	15,466 Gal.	Tack Coat FOR _____ Per Gal.				
490.10	211,418 SY	Production Cold Milling of Bituminous Concrete FOR _____ Per SY				

Revised as per Addendum#2

UNIT BID PRICE AMOUNT BID

ESTIMATE ITEM NUMBER	QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS		UNIT BID PRICE		AMOUNT BID	
		DOLLARS	CENTS	DOLLARS	CENTS		
		<b>BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2022)</b>					
490.30	1,673 SY	Miscellaneous Cold Milling of Bituminous Concrete FOR _____ Per SY					
604.07XXYY	1 EA.	Altering Drainage Structures, Leaching Basins and Manholes FOR _____ EA.					
604.10	1 EA.	Prebabricated Adjustment Rings for Manholes FOR _____ EA.					
608.020102	60 Tons	Hot Mix Asphalt (HMA) Handwork for Driveways FOR _____ Per Ton					
AC637.40	1 EA.	Asphalt Concrete Testing Services FOR ----- Lump Sum		\$15,000	00	\$15,000	00
640.20	220,824 L.F.	White Paint ReflectORIZED Pavement Stripes FOR _____ Per L.F.					

Revised as per Addendum#2

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
<b>BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2022)</b>						
640.21	280,824 L.F.	Yellow Paint ReflectORIZED Pavement Stripes FOR _____ Per L.F.				
685.13	8 EA.	White Epoxy ReflectORIZED Pavement Letters FOR _____ Per Ton				
685.14	2 EA.	White Epoxy ReflectORIZED Pavement Symbols FOR _____ Per Ton				
697.01	NEC	Interim Payment FOR _____ Lump sum	\$150,000	00	\$150,000	00
Please make sure a bid in entered for each item. If it is your intent to bid zero, enter 0. <b>HAULING &amp; PLACING SUBTOTAL</b> (see next page)						

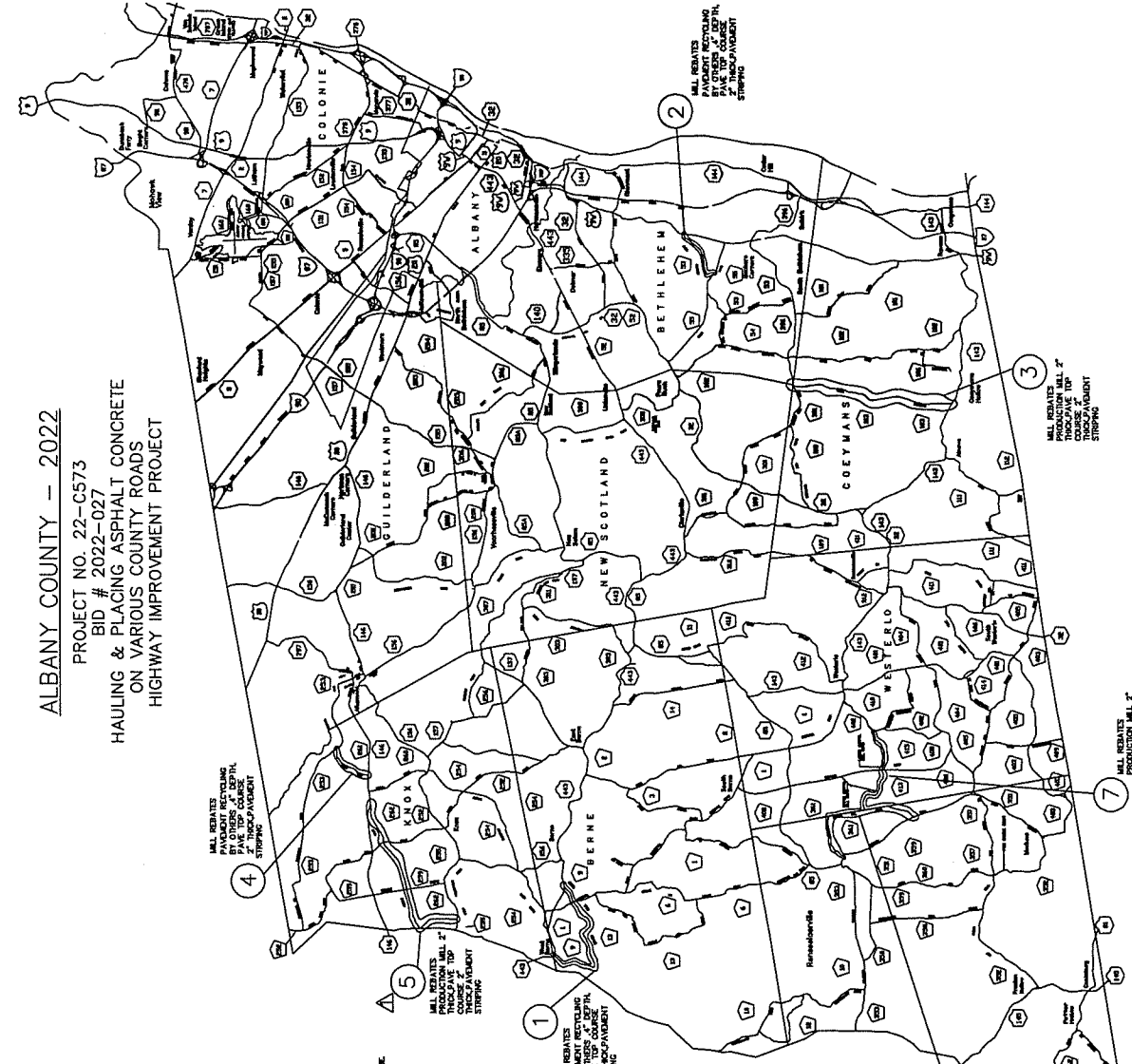
# ALBANY COUNTY - 2022

## PROJECT NO. 22-C573 BID # 2022-027

### HAULING & PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS HIGHWAY IMPROVEMENT PROJECT

STE	TOWN	COUNTY ROUTE	DESCRIPTION	LENGTH (MILES)	TONNAGE
1.	BERNE	9	FROM R.T. 443 TO C.R. 443	3.8 MI.	5,948 TNS.
2.	BETHLEHEM	53	FROM C.R. 35 TO C.R. 35	1.6 MI.	2,437 TNS.
3.	COEYMANS	103	FROM A.L.B. CO. 301 TO S.R. 143	4.3 MI.	7,076 TNS.
4.	KNOX	281	FROM A.L.B. CO. 253 TO S.R. 146	1.3 MI.	1,975 TNS.
5.	KNOX	282	FROM S.R. 146 TO S.R. 146	4.8 MI.	7,565 TNS.
6.	RENSSELAIRE	361	FROM C.R. 351 TO S.R. 146	3.7 MI.	5,213 TNS.
7.	WESTERLO	413	FROM C.R. 361 TO C.R. 402	2.8 MI.	3,943 TNS.
TOTALS				22 MI.	33,719 TNS.


TEN NUMBER	DESCRIPTION	QTY.
402.279002	37.5 MI. FT. BASE COURSE	500 TNS.
402.198002	19 MI. FT. BINDER	500 TNS.
402.132002	14.5 MI. FT. TOP COURSE	3,843 TNS.
402.089003	19.5 MI. COURSE	500 TNS.
407.0101	TACK COAT	14,444-GAL.
496.10	PRODUCTION COLD MIXED BITUMINOUS CONCRETE	21,418 SYDONS
496.30	PRODUCTION COLD MIXED BITUMINOUS CONCRETE	1,975 SYDONS
604.070007	ALTERING DRAINAGE STRUCTURES	1 EACH
804.10	PRECAST/CAST ALUMINUM TRUCK HOOPS FOR JANKIES	1 EACH
804.200102	HOT MIX ASPHALT HANDRAIL FOR JANKIES	60 TONS
808.71.00	ASPHALT CONCRETE REPAIR SERVICES	18
840.30	WHITE PAINT REAPPLICATION	28,084 LF
840.31	YELLOW PAINT REAPPLICATION	28,084 LF
897.01	PAVEMENT STRIPES	18
897.02	INTERIOR PAINTING	18



**NOTES:**

1. CHECK FOR OBSTRUCTIONS AND DOWNSHAFTS TO BE REMOVED.
2. CONTRACTOR TO PLACE THROUGHPAVEMENT MARKINGS AFTER PAVING IS COMPLETE. CONTRACTOR TO PLACE THROUGHPAVEMENT MARKINGS IN THE MIDDLE OF EACH ROAD. CONTRACTOR TO PLACE THROUGHPAVEMENT MARKINGS IN THE MIDDLE OF EACH ROAD.
3. ALBANY COUNTY D.A.W. TO PROVIDE LANDFILL FOR HAULING AND PLACING OF ASPHALT CONCRETE.
4. CONTRACTOR TO OBTAIN MILL A PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
5. MILL A REBATE TO BE PLACED AS DIRECTED BY THE COMMISSIONER OF PUBLIC WORKS OR HIS REPRESENTATIVE.
6. CONTRACTOR TO OBTAIN MILL B PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
7. CONTRACTOR TO OBTAIN MILL C PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
8. CONTRACTOR TO OBTAIN MILL D PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
9. CONTRACTOR TO OBTAIN MILL E PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
10. CONTRACTOR TO OBTAIN MILL F PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
11. CONTRACTOR TO OBTAIN MILL G PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
12. CONTRACTOR TO OBTAIN MILL H PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
13. CONTRACTOR TO OBTAIN MILL I PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
14. CONTRACTOR TO OBTAIN MILL J PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
15. CONTRACTOR TO OBTAIN MILL K PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
16. CONTRACTOR TO OBTAIN MILL L PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
17. CONTRACTOR TO OBTAIN MILL M PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
18. CONTRACTOR TO OBTAIN MILL N PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
19. CONTRACTOR TO OBTAIN MILL O PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
20. CONTRACTOR TO OBTAIN MILL P PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
21. CONTRACTOR TO OBTAIN MILL Q PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
22. CONTRACTOR TO OBTAIN MILL R PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
23. CONTRACTOR TO OBTAIN MILL S PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
24. CONTRACTOR TO OBTAIN MILL T PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
25. CONTRACTOR TO OBTAIN MILL U PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
26. CONTRACTOR TO OBTAIN MILL V PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
27. CONTRACTOR TO OBTAIN MILL W PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
28. CONTRACTOR TO OBTAIN MILL X PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
29. CONTRACTOR TO OBTAIN MILL Y PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.
30. CONTRACTOR TO OBTAIN MILL Z PAVEMENT REBATE PER A2E-43 (CONSTRUCTION DETAIL FOR PAVEMENT OVERLAY) UNDER THE PROVISIONS OF THE STATE EASEMENT ACT.

STE	TOWN	COUNTY ROUTE	DESCRIPTION	DEPTH	OTHER TONS
1	BERNE	9	FROM R.T. 443 TO C.R. 443	4"	61,564 SYDONS
2	COEYMANS	53	FROM C.R. 35 TO C.R. 35	4"	21,707 SYDONS
4	BERNE	281	FROM S.R. 146 TO C.R. 253	4"	18,534 SYDONS
TOTAL					101,805 SYDONS



**COUNTY OF ALBANY**  
**DEPARTMENT OF PUBLIC WORKS**  
100 WESTERLO AVENUE  
ALBANY, NEW YORK 12242  
518-785-2785

LOCATION MAP

HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS AND MISCELLANEOUS PAVING HIGHWAY IMPROVEMENT PROJECT ALBANY COUNTY

APPROVED BY: [Signature]

DATE: 2022

PROJECT NO.: 22-C573

SCALE: AS SHOWN

DATE: 2022

PROJECT NO.: 22-C573

**COUNTY OF ALBANY**  
**HAULING AND PLACING ASPHALT CONCRETE ON**  
**VARIOUS COUNTY ROADS**

**RFB#2022-027**

**ADDENDUM#3**

March 22, 2022

The following Addendum No. 3 consisting of two (2) pages (including this cover page) is hereby issued on the 22nd day of March 2022, in connection with the Request for Bids #2022-027 Hauling and Placing Asphalt Concrete on Various County Roads as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY****RFB#2022-027****Hauling and Placing Asphalt Concrete on Various County Roads****ADDENDUM #3**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1:** Bid due date has been extended to 11:00am Thursday March 31, 2022.

**End of Addendum #3**

**COUNTY OF ALBANY**

**HAULING AND PLACING ASPHALT CONCRETE ON  
VARIOUS COUNTY ROADS**

**RFB#2022-027**

**ADDENDUM#4**

March 30, 2022

The following Addendum No. 4 consisting of three (3) pages (including this cover page) is hereby issued on the 30th day of March 2022, in connection with the Request for Bids #2022-027 Hauling and Placing Asphalt Concrete on Various County Roads as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY**

**RFB#2022-027**

**Hauling and Placing Asphalt Concrete on Various County Roads**

**ADDENDUM #4**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1:** Bid due date has been extended to 11:00am Tuesday April 5<sup>th</sup>, 2022.

**ITEM#2:** The County has added the fuel price adjustment and the asphalt price adjustment to the project. Please see additional bid form BF9A.

**End of Addendum #4**



Bid Schedule

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS				UNIT BID PRICE		AMOUNT BID	
						DOLLARS	CENTS	DOLLARS	CENTS
		<b>BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2022)</b>							
698.04	88,000.00	Asphalt Price Adjustment FOR _____ DC				\$1	00	\$88,000	00
698.05	22,000.00	Interim Payment FOR _____ DC				\$1	00	\$22,000	00
		Please make sure a bid is entered for each item.							
		If it is your intent to bid zero, enter 0. <b>HAULING &amp; PLACING SUBTOTAL</b> (see next page)							

**COUNTY OF ALBANY**

**HAULING AND PLACING ASPHALT CONCRETE ON  
VARIOUS COUNTY ROADS**

**RFB#2022-027**

**ADDENDUM#5**

March 31, 2022

The following Addendum No. 5 consisting of three (3) pages (including this cover page) is hereby issued on the 31st day of March 2022, in connection with the Request for Bids #2022-027 Hauling and Placing Asphalt Concrete on Various County Roads as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY****RFB#2022-027****Hauling and Placing Asphalt Concrete on Various County Roads****ADDENDUM #5**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM#1:** Asphalt and Fuel Adjustments clarification:

Per NYSDOT Standard Specifications the base index price is based on the monthly average posted price for the month of the Letting on the NYSDOT price adjustment website:

<https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments> and would be based on NYSDOT calculations.

For reference the adjustments would be based on the NYSDOT calculation method so any adjustment to be paid or deducted would be based on the following:

- For Fuel price adjustment there will only be an adjustment if the monthly average fuel price is \$0.10 higher or lower than the monthly average price at time of letting.
- For asphalt price adjustment there will only be an adjustment if the monthly average asphalt price is \$15 higher or lower than the monthly average price at time of letting.

**ITEM#2: Question:** What will the basis of the index be for both date and source?

**Answer:** Monthly average price posted on NYSDOT, link is listed in Item#1.

**ITEM#3: Question:** Will it be based on the March Index (time of addendum) or April Index (time of bid)?

**Answer:** Based on letting.

**ITEM#4: Question:** Will it be based on NYSDOT calculation method?

**Answer:** Yes, NYSDOT calculation.

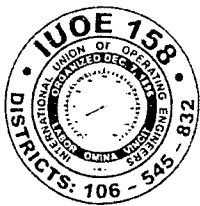
**ITEM#5:** See attached revised bid form for update item description on item#698.05, "Fuel Price Adjustment"

**End of Addendum #5**

Bid Schedule

UNIT BID PRICE AMOUNT BID

ESTIMATE ITEM NUMBER	QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS		UNIT BID PRICE		AMOUNT BID		
		DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS	
		<b>BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2022)</b>						
698.04	88,000.00	Asphalt Price Adjustment FOR _____ DC		\$1	00	\$88,000	00	
698.05	22,000.00	Fuel Price Adjustment FOR _____ DC		\$1	00	\$22,000	00	
		Please make sure a bid is entered for each item. If it is your intent to bid zero, enter 0. <b>HAULING &amp; PLACING SUBTOTAL</b> (see next page)						



# International Union of Operating Engineers

Upstate New York Operating Engineers Local 158  
Districts 106 ♦ 545 ♦ 832

27 Hannay Lane, Glenmont, NY 12077  
[518] 431-0600 ♦ Fax [518] 431-0726

Email: info@iuoe158.org

*Affiliated with the AFL-CIO*

District 106  
27 Hannay Lane  
Glenmont, NY 12077  
[518] 431-0600

District 545  
5612 Business Ave.  
Cicero, NY 13039  
[315] 492-1752

District 832  
P.O. Box 93310  
Rochester, NY 14692  
[585] 272-9890

Michael P. Lyons  
Business Manager

February 24, 2022

To Whom It May Concern,

Callanan Industries, Inc. is currently a signatory contractor with the Upstate New York Operating Engineers Local 158 which gives them full access to Local 158 Training Fund NYS Certified Apprenticeship Training program.

Our apprenticeship program is in good standing and in full compliance with all NYS Department of Labor apprenticeship laws, regulations and policies.

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

Very truly yours,

Michael P. Lyons  
Business Manager

MPL/mm





Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision

Nature of Change: Name change to - IUOE Local 158 Training Fund District #106
From OP Engineers JAC Albany LU#106
No change to the FEIN #

State Use Only
AT Sponsor No. 21882
ATP Code 18-285
Effective Date of AT Program 08/01/85

- 1. Name of Sponsor: IUOE Local 158 Training Fund, District #106
2. Mailing Address: 44 Hannay Lane Glenmont NY 12077 Albany
3. Actual Address: same as above
4. Telephone No. 518-431-1044 Ext. Fax No. 518-431-1048
5. E-mail Address: bgray@iuoe158.org
6. Trade/Occupation: Operating Engineer (universal equipment)
7. No. Employees: 1216 No. Apprentices: 10 No. Journeyworkers: 1216 8. Ratio: 1:1.15
9. DOT Code: 859-683-010 10. Length of Program: 36 months
11. Apprenticeship Probationary Period: 9 months
12. Work process: Standard or Revised
13. Minimum Journeyworker Rate: \$43.41 per hr.
14. Effective Date of Wages: 07/1/2019
15. Apprentices wage progression for each period - in months (M) or hours (H)

Table with 10 columns (1-10) and 3 rows (M/H, Rate, %). Row 1: M, M, M, M, M, M, M, M, M, M. Row 2: H 1000, H 1300, H 1000, H 1000, H, H, H, H, H, H. Row 3: 60%, 70%, 80%, 90%, , , , , , .

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

17. Signature of Official Sponsor Representative Date

18. Signature of Union Representative Date 9/22/21

19. Signature of New York State Department of Labor

Signature and Title of Union Representative: William F. Gray IV Training Director Date: 10/14/21

### Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

EASTERN NEW YORK LABORERS'  
TRAINING CENTER

February 17, 2022

Re: Callanan Industries

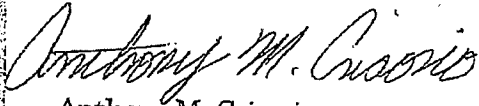
To Whom It May Concern:

Callanan Industries, is a signatory contractor with Laborers Local # 190 & Local # 157. By being a signatory contractor, Callanan Industries signed a collective bargaining agreement.

Within this agreement the signatory contractor has access to Laborers Local # 190 & Local # 157 registered and approved NYS Apprenticeship Program in which Callanan Industries has utilized in the past.

If you should have any questions feel free to contact me at (518) 426-0290

Sincerely Yours,



Anthony M. Crisorio  
Apprentice Coordinator



UNION TRUSTEES

SAMUEL M. FRESINA

ANTHONY M. FRESINA

PETER STEARNS

IAN SHAUL

ADVISORY TRUSTEE

CARMEN NICOTERA JR.

JOHN P. CRISORIO JR.

Training Director

EMPLOYER TRUSTEES

EUGENE D. HALLOCK III

DAVE MESZLER

ANTHONY C. CAROPRESO

THOMAS MARINELLO





Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision

Nature of Change: Rate Change
\*Heavy Highway & Building

State Use Only
AT Sponsor No. 22142
ATP Code 18514
Effective Date of AT Program 6/1/1994

1. Name of Sponsor: Eastern New York Laborers Training Center
2. Mailing Address: 666 Wemple Rd. Glenmont New York 12077 Albany
3. Actual Address: same
4. Telephone No.: 518-426-0290 Ext. Fax No.: 518-426-2091
5. E-mail Address:

6. Trade/Occupation: Skilled Construction Craft Laborers
7. No. Employees: 1100 No. Apprentices: 30 No. Journeyworkers: 1100 8. Ratio: 1:1,1:3
9. DOT Code: 869.463.580 10. Length of Program: 24 months
11. Apprentice Probationary Period: 6 month 12. Work process: Standard [x] or Revised [ ]
13. Minimum Journeyworker Rate: \$ \* per hour 14. Effective Date of Wages: July 2021

Table with columns for months (1-10) and rows for wage progression (M/H) and rates (65%, 70%, 80%, 80%). Includes rates for Zone A Highway/Building and Zone B Highway/Building.

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

17. Signature of Official Sponsor Representative: Anthony M. Crisorio 9/27/21
Signature of Union Representative: Anthony M. Crisorio Apprentice Coordinator

19. Signature New York State Department of Labor Date

## Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
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18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.



Please send to your regional DOL office:

Apprenticeship Agreement

I. Apprenticeship Agreement

Sponsor No. 22142

ATP Code 18514

Main form containing fields for Name of Apprentice, Social Security Number, Program Sponsor (Eastern NY Laborers Training Center), Address, City (Glenmont), State (Albany), Trade (Skilled Construction Craft Labore), Start Date (24 months), and Wage Progression table.

The Sponsor and the Apprentice Agree to the Terms on Page 2 of this Form.

Signature of Apprentice and Parent/Guardian if age 16-17 Date Signature of Official Sponsor Representative Date

Registered by the New York State Department of Labor:

State Use Only table with columns for Date and Init. Rows for To ATC, To DLEA, Rank Verify, Data Entry.

THE DEPARTMENT OF LABOR MUST RECEIVE THIS AGREEMENT WITHIN 30 CALENDAR DAYS OF THE REQUESTED START DATE.

II. Worksite Training Completion or Termination

Check one: [ ] Completed Worksite Training [ ] Terminated for Cause [ ] Quit [ ] Layoff [ ] Program Termination [ ] Transfer

Completion or Termination Date Comments

State Use Only table with columns for Date and Init. Rows for To ATC, To DLEA, Data Entry.

Signature of Official Sponsor Representative Date Print Name

THE DEPARTMENT OF LABOR MUST RECEIVE THIS FORM WITHIN 30 CALENDAR DAYS OF THE COMPLETION/TERMINATION DATE.

III. RI Completion

[ ] Apprentice has satisfied the RI requirements. Completion date: [ ] Apprentice has not satisfied the RI requirements.

Signature of DLEA Representative Date Print Name

State Use Only table with columns for Date and Init. Rows for To ATC, To DLEA, Data Entry.

## Apprenticeship Agreement Terms

1. The program Sponsor agrees:
  - a. To employ the Apprentice to learn the craft or trade described above. Training and employment must conform to the terms and conditions for this trade in the Sponsor's registered program.
  - b. That equal opportunity applies to all phases of apprenticeship employment and training. There will be no discrimination because of race, creed, color, religion, national origin, age, sex, disability, veteran status, marital status, or arrest record.
  - c. To give reasonable notice to the Apprentice of any proposed adverse action, unless the collective bargaining agreement provides for another process. Layoff for lack of work does not require an advance notice.
2. The Apprentice agrees:
  - a. To perform diligently and faithfully the work of the trade or craft as presented in the terms and conditions of this program and as outlined in the Work Processes.
  - b. To maintain a record documenting task rotation.
    - i. **The Sponsor agrees to ensure compliance.**
  - c. To complete or fulfill a minimum of 144 hours of Related and Supplemental Instruction (RI) per year.
    - i. **Participation in RI is mandatory.**
  - d. That the Sponsor may arrange for the Intra-Program transfer of the Apprentice from one signatory employer to another. This is to ensure training and reasonably continuous employment.
3. The Apprentice and Sponsor agree:
  - a. That the Apprentice has not completed a State/Federal Apprenticeship Program (excluding the Department of Correctional Services) for the trade of indenture or a related trade.
  - b. To comply with the State Labor Law and applicable Regulations, including promptly providing reports and information.
  - c. That a Sponsor that cannot fulfill the obligations under the apprenticeship agreement may (with the consent of the Apprentice) transfer the agreement to another Sponsor of a registered program. The Labor Commissioner must receive written notice of the transfer. The Apprentice must receive full credit for the satisfactory period of the served apprenticeship.
  - d. That the Apprentice is not registered until this form is signed by the authorized New York State Department of Labor representative.
4. During the Department of Labor (DOL) Apprentice Probation Period, the Sponsor or the Apprentice may cancel this agreement without adverse impact on the program's completion rate, however Apprentice turnover may be considered when reviewing the quality of a program's performance.
5. After the DOL Apprentice Probation Period:
  - a. This agreement may be cancelled at the request of the Apprentice.
  - b. The Sponsor may suspend or cancel for good cause. The Apprentice must receive proper notice and must have a reasonable opportunity for corrective action. There must be written notice to the Apprentice and the Department of the final action taken.
6. If a controversy grows from this agreement, it may be submitted to the Apprentice Training Office listed on the front if it is not settled locally or covered by a collective bargaining agreement.

### Instructions

#### I. Apprenticeship Agreement

1. **Sponsor Information Block:** Enter information as it appears on the *Apprentice Training Program Registration Agreement*, (AT 10).
2. **Trade:** Enter the name of the trade the Apprentice will be trained in, as it appears on the AT 10. Indicate the Training Approach.
3. **Start Date (Leave blank if submitting with new program application):** Enter the requested start date of the proposed Apprentice. The Apprentice and Sponsor representative must sign the form either prior to, or on the Apprentice's start date. (Must be received by DOL within 30 days of the start date).
4. **Length of Program:** Enter the term (in months) of the program.
5. **DOL Apprentice Probation Period for Completion Rates:** Enter, in months, 25% of the length of the program, or one year, whatever is shorter.
6. **RI:** Enter the official name of provider and geographic location. Indicate if the Apprentice is compensated while attending RI.
7. **Minimum Journeyworker Rate:** Enter Journeyworker rate as it appears on the AT 10.
8. **Credit for Previous Training or Experience:** When giving credit to an Apprentice, check the correct box, enter the credit in months or points/sections and include a letter of justification. This must have dates, names of previous employers, and a description of the credit acquired.
9. **Apprentice Wage Progression:** Enter the wage rate schedule for the trade as shown on the AT 10.  
**Signatures:** This form must be signed by the Apprentice, Apprentice's parent/guardian (if applicable), and Sponsor representatives. After signing, immediately send it to the Apprentice Training Office indicated in the upper right corner.

#### II. Worksite Training Completion or Termination

1. **Completion/Termination:** Check the correct box.
  - a. **Completed Worksite Training:** The Apprentice has satisfactorily completed worksite training.
  - b. **Terminated for Cause:** The Apprentice was terminated for cause. Explain in comments section. Examples: Failure to attend/complete RI; Apprentice misconduct; Failure to maintain proper records; Unable to perform duties.
  - c. **Quit:** The Apprentice terminated training by resignation.
  - d. **Layoff (Lack of Work):** The Apprentice was terminated from training by layoff due to lack of work.
  - e. **Program Termination:** The Apprentice was terminated from training because the program was terminated/deregistered.
  - f. **Transfer:** The Apprentice is transferred between programs in the same trade. The Apprentice and Sponsors are all in agreement, and the Apprentice is provided with a transcript of RI and On-The-Job Training by the transferring Sponsor.
2. **Completion or Termination Date:** Enter the exact date the Apprentice completed or was terminated.
3. **Signature:** The official Sponsor representative must sign and date this form.

**NOTICE TO BIDDERS - ALBANY COUNTY  
REQUEST FOR BIDS #2022-027**

Sealed bids for Hauling & Placing Asphalt Concrete on Various County Roads, Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday, March 24, 2022.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located at: Various County roads in Albany County

The work includes: Hauling and placing asphalt concrete on County roads in various towns throughout Albany County, or as directed by the Commissioner of Public Works, or her representative.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version 9) and may be obtained at the office of the Albany County Purchasing Agent listed above

This is a UNIT PRICE BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

Successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York  
County Purchasing Agent

PUBLISH ONE DAY (3/4/22)

THE EVANGELIST  
TIMES UNION

RESOLUTION NO. 175

**AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC. FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY**

Introduced: 5/13/19  
By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a five-month agreement with Callanan Industries, Inc. as the lowest responsible bidder in the amount of \$3,037,753 for Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2019 and ending November 30, 2019, and

WHEREAS, The Department of Public Works through the County Purchasing Agent issued a request for bids and three bids were received for Hauling and Placing of Asphalt Concrete on various County roads, and

WHEREAS, The Department and the Purchasing Agent reviewed said bids and recommended awarding the contract to Callanan Industries, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner has indicated the contract cost to the County will be fully reimbursed through the New York State Consolidated Local Street and Highway Improvements Program ("CHIPS"), now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-month agreement with Callanan Industries, Inc., Albany, NY 12212 in an amount not to exceed \$3,037,753 for Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2019 and ending November 30, 2019, and, be it further

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

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

*Adopted by unanimous vote - 5/13/19*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

March 29, 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 of the attached agreement between Albany County and the NYS Dept. of Transportation (NYSDOT) regarding design services pertaining to the New Karner Road (NYS155 and CR157) from US20 to Watervliet Shaker Road, Corridor Improvements Project, in the Towns of Guilderland and Colonie. This project was awarded Federal Transportation Improvement Program (TIP) funding. The agreement will allow Albany County to receive Federal reimbursement for 80% of the design phase project costs.

The funding for this project was authorized by the Legislature in Bond Resolution 470 of December 7, 2020.

We have attached copies of the NYSDOT agreement, the cover letter from NYSDOT, the request form and sample resolution. If you have any questions or require additional information, please 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

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**File #:** TMP-3242, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with NYSDOT for the New Karner Road Corridor Improvement Project

Date: March 29, 2022  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel



- Personnel Non-Individual
- Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

NYS Dept. of Transportation  
50 Wolf Road  
Albany, NY 12232

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$650,000.00 (County Share is 20% of this amount)

Scope of Services: Agreement with NYSDOT for the New Karner Road Corridor Improvement Project

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

**CONCERNING ALL REQUESTS**

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

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHT75197

Appropriation Amount: \$650,000.00 (County Share is 20% of this amount)

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) 6/1/2022-12/31/2025

Length of Contract: 43 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 of the attached agreement between Albany County and the NYS Dept. of Transportation (NYSDOT) regarding design services pertaining to the New Karner Road (NYS155 and CR157) from US20 to Watervliet Shaker Road, Corridor Improvements Project, in the Towns of Guilderland and Colonie. This project was awarded Federal Transportation Improvement Program (TIP) funding. The agreement will allow Albany County to receive Federal reimbursement for 80% of the design phase project costs.

The funding for this project was authorized by the Legislature in Bond Resolution 470 of December 7, 2020.

We have attached copies of the NYSDOT agreement, the cover letter from NYSDOT, the request form and sample resolution. If you have any questions or require additional information, please contact my office.



# Department of Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

PATRICK S. BARNES, P.E.  
Regional Director

March 15, 2022

William A. Anslow  
Albany County DPW  
449 New Salem Road  
Voorheesville, New York 12186-4826

RE: Master State-Local Agreement and Resolution: PIN  
1132.16, New Karner Road (NYS 155 and CR 157) from  
US 20 to Watervliet Shaker Road Corridor  
Improvements, Towns of Guilderland and Colonie, City  
of Albany, Albany County

Dear Mr. Anslow:

Enclosed is the Master State-Local Agreement (SLA) for the above subject project. This agreement needs to be enacted by the County in order for NYSDOT to provide approved Federal funding reimbursements to Albany County for work to be accomplished on the Design phase of the project.

The Office of Taxpayers Accountability and State Operations Office have mandated a new payment process for all Federal Aid/State Aid Projects. All payments will only be made by Electronic Payment (EFT – Electronic Funds Transfer). You are registered with the State Comptroller (OSC) Treasury epay Office. Your SFS Vendor ID is 1000002428. You may contact OSC by Internet at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032.

### Instructions:

- (A) We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A and Schedule B, Appendix A, Appendix A-1, and Appendix B. Please **keep** these documents for your records.
- (B) We have provided you with a single copy of a draft resolution. The county should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. **Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation. Please return 3 originals with the required certificates.** Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.
- (C) We have provided you with a single copy (you have received this package via email) of the necessary signature page. **Please make 5 copies and sign/notarize & return all 5 copies to this office with original signatures.** You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

## Payment Procedure

The Local Programs Bureau in Main Office has directed that as of July 01, 2012, Sponsors will need to submit requests for reimbursement using online forms located on the NYSDOT PlaFap web-link.

**<https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1402>**

To access the forms, click on Sponsor Reimbursement Request Forms under the Form Excel tab.

*(The instructions for completing these forms are also on this page.)*

*At the bottom of the 426 LL Excel Form are pages displaying the various FIN forms that are required depending on the costs being submitted for reimbursement.*

*Example:*

- 1) Form 426 LL is required for all payment requests. (The project information filled in on the old FIN 424 and 424 reverse.) There are blanks for up to 14 PIN extensions. At a minimum pages 1, 2, and 7 are required.*
- 2) Form 427 LL is used to report the Sponsors Cost. (Summary of all project costs both current and prior, by category.)*
- 3) Form 428 LL is the new Sponsor's Payroll Abstract. (Summary of Sponsor Payroll items.)*

Back-up material (vendor bills, wage rates, etc.) should be attached to all payment requests. Please note that there is a six (6) month time limit for receiving 100% federal reimbursement; i.e. work you do in the field within six months of August 26, 2011. After the six-month period, work performed will be eligible for 80% reimbursement.

**All reimbursement requests must be sent to Region One's Local Reimbursement email at [R1.local.program.payments@dot.ny.gov](mailto:R1.local.program.payments@dot.ny.gov). No hard copies will be accepted.**

If you have any questions concerning the procedures, please call me at 518-402-6692.  
Sincerely,

Stephanie Long  
Senior Capital Program Analyst  
Region One Program Management  
NYSDOT

Federal Aid Local Project Agreement (02/19)  
MUNICIPALITY/SPONSOR: Albany County  
PROJECT ID NUMBER: 1132.16 BIN: N/A  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040618

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Albany County (the "Municipality/Sponsor")  
acting by and through County Executive  
with its office at 449 New Salem Road, Voorheesville, New York 12186.

This Agreement covers eligible costs incurred on or after  / /.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as New Karner Road (NYS 155 and CR 157) from US 20 to Watervliet Shaker Road Corridor Improvements, Towns of Guilderland and Colonie, City of Albany, Albany County (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the County Executive of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through

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NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.



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5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage,

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Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

**13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

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17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
  - (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission;
  - (c) By personal delivery;
  - (d) By expedited delivery service; or
  - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: Lorenzo DiStefano P.E.

Title: RLPL

Address: 50 Wolf Road, Suite 1s50, Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

E-Mail Address: Lorenzo.DiStefano@dot.ny.gov

**[Municipality/Sponsor] Albany County**

Name: Willilam Anslow

Title: Civil Engineer, Albany County DPW

Address: 449 New Salem Road, Voorheesville, New York 12186

Telephone Number: (518) 765-2786

Facsimile Number: \_\_\_\_\_

E-Mail Address: wanslow@albanycounty.com

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

MUNICIPALITY/SPONSOR: **Albany County**

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Authorization forms are available on the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

Federal Aid Local Project Agreement (02/19)  
MUNICIPALITY/SPONSOR: Albany County  
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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR: \_\_\_\_\_ MUNICIPALITY/SPONSOR ATTORNEY: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

SAMPLE RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

WHEREAS, a Project for the New Karner Road (NYS 155 and CR 157) from US 20 to Watervliet Shaker Road Corridor Improvements, Towns of Guilderland and Colonie, City of Albany, Albany County, P.I.N. 1132.16 ("the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Albany desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design.

NOW, THEREFORE, the County of Albany Board, duly convened does hereby

RESOLVE, that the County of Albany Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the County of Albany Board hereby authorizes the County of Albany to pay in the first instance 100% of the federal and non-federal share of the cost of Design work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$650,000 (six hundred fifty thousand dollars) is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the County of Albany Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Executive of the County of Albany be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Albany with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**



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## STANDARD CLAUSES FOR NYS 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, licenser, 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 let pursuant to Article XI of the State Finance Law 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$25,000, 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. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). 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. WORKERS' 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 CERTIFICATION.** 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, the Contractor agrees, as a 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 of 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. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. 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.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. 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.

**17. 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.

**18. 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.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**  
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1132.16**

<b>OSC Municipal Contract #:</b> D040618	<b>Contract Start Date:</b> / / (mm/dd/yyyy)	<b>Contract End Date:</b> / / (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
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**Purpose:**  Original Standard Agreement  Supplemental Schedule A No.

**Agreement Type:**  Locally Administered Municipality/Sponsor (Contract Payee): County of Albany  
 Other Municipality/Sponsor (if applicable): \_\_\_\_\_

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

**Authorized Project Phase(s) to which this Schedule applies:**  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/CI/CS

**Work Type:** HWY SAFETY **County (If different from Municipality):** \_\_\_\_\_

**Marchiselli Eligible**  Yes  No *(Check, if Project Description has changed from last Schedule A):*   
**Project Description:** New Karner Road (NYS 155 and CR 157) from US 20 to Watervliet Shaker Road Corridor Improvements, Towns of Guilderland and Colonie, City of Albany, Albany County

**Marchiselli Allocations Approved FOR ALL PHASES** *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00	\$0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$ 0.00
<b>Authorized Allocations to Date</b>		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**NYS DOT/State-Local Agreement – Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1132.16.121	Current	STP	\$650,000.00	\$520,000.00	\$0.00	\$130,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$650,000.00	\$520,000.00	\$ 0.00	\$130,000.00

<b>C. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$
<b>Total Local Deposit(s)</b>	\$ 0.00

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$520,000.00	\$ 0.00	\$ 0.00	\$130,000.00	\$650,000.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Stephanie Long</u> Phone No: <u>518-402-6692</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.



**SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility**

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

**A1. Preliminary Engineering (“PE”) Phase**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

### B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

- | <u>Phase/Sub-phase/Task</u>  | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u>           |
|--|-------------------------------|--------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | <input type="checkbox"/>      | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/>      | <input type="checkbox"/> |



**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup>, the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

<b>20.215</b>	<b>Highway Training and Education</b>
<b>20.219</b>	<b>Recreational Trails Program</b>
<b>20.XXX</b>	<b>Highway Planning and Construction - Highways for LIFE;</b>
<b>20.XXX</b>	<b>Surface Transportation Research and Development;</b>
<b>20.500</b>	<b>Federal Transit-Capital Investment Grants</b>
<b>20.505</b>	<b>Federal Transit-Metropolitan Planning Grants</b>
<b>20.507</b>	<b>Federal Transit-Formula Grants</b>
<b>20.509</b>	<b>Formula Grants for Other Than Urbanized Areas</b>
<b>20.600</b>	<b>State and Community Highway Safety</b>
<b>23.003</b>	<b>Appalachian Development Highway System</b>
<b>23.008</b>	<b>Appalachian Local Access Roads</b>

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

**(a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

**(b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

**(1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

**(2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

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<sup>2</sup> <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

RESOLUTION NO. 470

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

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

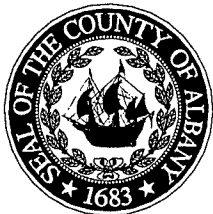
(b) such obligations are authorized in violation of the provisions of the constitution.

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

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

*Those opposed - 0*

*Resolution was adopted - 12/7/20*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

March 16, 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 amend our 2022 Budget by transferring \$22,030.63 from Revenue Line DM25130.02680 Insurance Recovery to DM95130.4029 Automobile Parts for the purchase of parts to repair a 2020 Western Star 4700SF Snow Plow which sustained a significant amount of damage in an accident that occurred on February 4, 2022. Progressive Insurance Company paid Albany County \$22,030.63 for the damages.

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-3210, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

2022 Budget Amendment for Public Works

Date:	March 16, 2022
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.: DM95130.4029  
Source of Funds: DM25130.02680  
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):  
Click or tap here to enter text.

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

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

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

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

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

**CONCERNING ALL REQUESTS**

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

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

**County Budget Accounts:**

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**File #: TMP-3210, Version: 1**

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Revenue Account and Line: DM25130.02680 Insurance Recovery  
Revenue Amount: \$22,030.63

Appropriation Account and Line: DM95130.4029 Automobile Parts  
Appropriation Amount: \$22,030.63

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

**Justification:** (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to amend our 2022 Budget by transferring \$22,030.63 from Revenue Line DM25130.02680 Insurance Recovery to DM95130.4029 Automobile Parts for the purchase of parts to repair a 2020 Western Star 4700SF Snow Plow which sustained a significant amount of damage in an accident that occurred on February 4, 2022. Progressive Insurance Company paid Albany County \$22,030.63 for the damages.





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](http://WWW.ALBANYCOUNTY.COM)

LISA M. RAMUNDO, P.E.  
COMMISSIONER

March 18, 2022

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

Dear Chairman Joyce:

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR9 (Bradt Hollow Rd.)  $\approx$  3.8 miles in the Town of Berne, CR53 (Jericho Rd.)  $\approx$  1.6 miles in the Town of Bethlehem and CR261 (Bell Rd.)  $\approx$  1.3 miles in the Town of Knox.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 6.7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not deteriorated to the point where they require full depth replacement.

In the CIR process, we grind  $\approx$  4" into the existing asphalt surface. The product is then sent through a crusher, asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a "train" which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4" of asphalt into a recycled binder course. We then pave 2" of top course over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

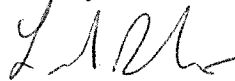
We have used Gorman Brothers Inc. as our contractor for this work for over 27 years. They are on the approved State Contract and have always provided excellent work for the County.



I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.

If there are any questions or further information is needed regarding this request, please feel free to contact my office.

Sincerely,



Lisa M. Ramundo  
Commissioner

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3228, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

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

Date:	March 18, 2022
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):

Gorman Brothers, Inc.  
200 Church St.  
Albany, NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$950,000.00

Scope of Services: Cold Recycling Projects

Bond Res. No.: 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: 2022 BOND  
Appropriation Amount: \$950,000.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 6/1/2022-10/31/2022  
Length of Contract: 5 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

**Justification:** (state briefly why legislative action is requested)

We request the Legislature’s approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR9 (Bradt Hollow Rd.) ≈ 3.8 miles in the Town of Berne, CR53 (Jericho Rd.) ≈ 1.6 miles in the Town of Bethlehem and CR261 (Bell Rd.) ≈ 1.3 miles in the Town of Knox.

As part of Albany County’s DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 6.7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

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In the CIR process, we grind ≈ 4” into the existing asphalt surface. The product is then sent through a crusher, asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a “train” which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4” of asphalt into a recycled binder course. We then pave 2” of top course

over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 27 years. They are on the approved State Contract and have always provided excellent work for the County.

I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.



## Office of General Services

**KATHY HOCHUL**  
Governor

**JEANETTE M. MOY**  
Commissioner

### CONTRACT AWARD LETTER

March 1, 2022

Kimberly A. Wilson  
Gorman Bros., Inc.  
200 Church Street  
Albany, NY 12202

Dear Ms. Wilson:

Re: Solicitation #23250  
Bid Opening: 12/16/2021  
PC69536

The New York State Office of General Services (OGS) provides this contract award letter as confirmation of the items OGS is awarding to your company. In addition, this contract award letter identifies and sets forth the order of precedence of the documents that comprise the contract being awarded to your company under:

**Group # 31555 – Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified) (Statewide).**

The items awarded to your company under the above-referenced contract number are contained in the price pages being published at the OGS webpage: <https://ogs.ny.gov/procurement/ogs-centralized-awards-list> (within the contract's specific webpage).

By signing this contract award letter you agree that your contract is comprised of the following documents (Contract Documents), in order of precedence:

1. Appendix A (October 2019), Standard Clauses for NYS Contracts (previously provided);
2. This Contract Award Letter;
3. Solicitation #23250 including all Appendices and Attachments referenced therein (previously provided);
4. Your bid Prices for the items awarded to your company under the above-referenced contract number; and
5. Gorman Bros., Inc's Bid.



Office of General Services  
Procurement Services

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

## Contract Award Notification

<b>Title</b>	: <b>Group 31555 Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint &amp; Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional &amp; Modified) (Statewide) Classification Code(s): 30</b>
<b>Award Number</b>	: <b>23188 (Replaces Award 23101)</b>
<b>Contract Period</b>	: <b>April 1, 2020 to March 31, 2022</b>
<b>Bid Opening Date</b>	: <b>December 10, 2019</b>
<b>Date of Issue</b>	: <b>April 1, 2020</b>
<b>Specification Reference</b>	: <b>SPEC – 940 date of issue October 30, 2019</b>
<b>Contractor Information</b>	: <b>Appears on Page 5-15 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
<b>Name</b> : Christine Dettmer <b>Title</b> : Contract Management Specialist <b>Phone</b> : 518-473-9122 <b>E-mail</b> : <a href="mailto:christine.dettmer@ogs.ny.gov">christine.dettmer@ogs.ny.gov</a>	<b>Procurement Services Customer Services</b>  <b>Phone</b> : 518-474-6717 <b>E-mail</b> : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

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

PR # 23188

(continued)

23188a.docx

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**ATTACHMENTS**

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

**Note:** All these documents can be found at:

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

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

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

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

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

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: March / 3 / 2022

NOTE: 1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated... 2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price.

Agency/User: Albany County
Project Name: County Route 9 Quick Quote # 9
Project Location: Town of Rensselaerville / Berne

Square Yards to Be Recycled = 49,960.000 SqY
Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled =
Depth of Milling :
Shoulder Milling Disposal by:

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.
\* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:
Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 78,509.000 Gallons
or
Total Gallons of PG Binder =
Total Gallons Fog Seal = 4,996.000 Gallons
Total Tons Aggregate =
Portland Cement Required No Tons of Cement

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

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

Anticipated Project Start Date:

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by:

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

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

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

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE**

Project Name:	County Route 9	Quick Quote #	9
<b>Contractor &amp; PC #:</b>	PC69063 - Gorman Bros., Inc.		
Plant Location:	6 Freemans Bridge Rd, Scotia, NY 12302	Plant #:	L0104
Estimated Haul Distance:	30.00 Miles	Telephone:	518-843-2640
Estimated Number of Days	6	or Hours	
to Complete the Project			
Type of Recycling:	In Place		
Recycling Price =	\$3.950 per Square Yard		
Total Square Yards =	49,960.000 SqY		
<b>A. Recycling Total Cost =</b>	<b>\$197,342.000</b>		
<p>The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.</p> <p>* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:</p> <p>Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling            PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling            Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling            Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling            Fog Seal - 0.1 gal/SY</p>			
<b>B. Emulsion Price =</b>	<b>\$3.600 per Gallon</b>		
<i>Material Price Adjustment Calculation for the Month of:</i> <b>March / 2022</b>			
<b>C. Monthly Material Price Adjustment -</b>	<b>Emulsion per Gallon =</b>		
<b>D. Emulsion Price with Price Adjustment (B + C) =</b>	<b>\$3.600 per Gallon</b>		
<b>E. Total Gallons of Emulsion =</b>	<b>78,509.000 Gallons</b>		
<b>F. Emulsion Total Cost (D x E) =</b>	<b>\$282,632.400</b>		
<b>G. Liquid Bituminous Material (Fog Seal) Price =</b>	<b>\$3.800 per Gallon</b>		
<i>Material Price Adjustment Calculation for the Month of:</i> <b>March / 2022</b>			
<b>H. Monthly Material (Fog Seal) Price Adjustment per Gallon =</b>			
<b>I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) =</b>	<b>\$3.800 /Gal</b>		
<b>J. Total Gallons of Fog Seal =</b>	<b>4,996.000 Gallons</b>		
<b>K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) =</b>	<b>\$18,984.800</b>		
<b>L. Heat/Haul/Apply Price =</b>	<b>\$0.100 per Gallon</b>		
<b>M. Total Gallons of Emulsion =</b>	<b>78,509.000 Gallons</b>		
<b>N. Heat/Haul/Apply Total Cost (L x M) =</b>	<b>\$7,850.900</b>		

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

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

<b>O.</b>	Aggregate Price =	\$0.000	per Ton
<b>P.</b>	Total Tons of Aggregate =	0.000	Tons
<b>Q.</b>	<b>Aggregate Total Cost (O X P) =</b>	<b>\$0.000</b>	
<b>R.</b>	Portland Cement Price =	\$0.000	per Ton
<b>S.</b>	Total Tons of Cement =	0.000	Tons
<b>T.</b>	<b>Portland Cement Total Cost (R x S) =</b>	<b>\$0.000</b>	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	49,960.000	SqY
<b>U.</b>	<b>Work Zone Traffic Control Total Cost =</b>	<b>\$24,980.000</b>	
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
<b>V.</b>	<b>Surcharge - Small/Recycled in Short Segments Proj. Total Cost =</b>	<b>\$0.000</b>	

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE**

Project Name:	County Route 9		Quick Quote #	9
	Price Additional Flagger(s) =	\$1,350.000	per Day	
	Number of Additional Flagger(s) =	1	Number of Days =	5
<b>W.</b>	<b>Additional Flagger(s) Total Cost =</b>	<b>\$6,750.000</b>		
	Price Additional for Rumble Strips =		per Linear Foot	
	Number of Linear Feet =		LF	
<b>X.</b>	<b>Additional for Rumble Strips Total Cost =</b>	<b>\$0.000</b>		
	Price Mobilization to Project Location =	\$0.100	per Square Yard	
	Total Square Yards =	49,960.000	SqY	
<b>Y.</b>	<b>Mobilization to Project Location Total Cost =</b>	<b>\$4,996.000</b>		
	Shoulder Milling (Contractor Disposal) =		per SY	
	Total Square Yards =		SqY	
<b>Z.</b>	<b>Shoulder Milling (Contractor Disposal) Total Cost =</b>	<b>\$0.000</b>		
	Shoulder Milling (State/User Disposal) =		per SY	
	Total Square Yards =		SqY	
<b>AI</b>	<b>Shoulder Milling (State Disposal) Total Cost =</b>	<b>\$0.000</b>		
<b>BI</b>	<b>OCP Insurance =</b>			

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

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

Project's Total Cost including all the Price Adjustments for: March / 2022

Project's Total Cost including Price Adjustustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =	\$543,536.100
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Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Dane Mellon Date 3/15/22

Contractor Signature

**NOTE:**

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.





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

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

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE**

Project Name:	County Route 53	Quick Quote #	53																												
<b>Contractor &amp; PC #:</b>	PC69063 - Gorman Bros., Inc.																														
Plant Location:	6 Freemans Bridge Rd, Scotia, NY 12302	Plant #:	L0104																												
Estimated Haul Distance:	30.00 Miles	Telephone:	518-843-2640																												
Estimated Number of Days	2	or Hours																													
to Complete the Project																															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Type of Recycling:</td> <td colspan="3">In Place</td> </tr> <tr> <td>Recycling Price =</td> <td>\$3.950</td> <td>per Square Yard</td> <td></td> </tr> <tr> <td>Total Square Yards =</td> <td>18,935.000</td> <td>SqY</td> <td></td> </tr> <tr> <td><b>A. Recycling Total Cost =</b></td> <td colspan="3"><b>\$74,793.250</b></td> </tr> </table>				Type of Recycling:	In Place			Recycling Price =	\$3.950	per Square Yard		Total Square Yards =	18,935.000	SqY		<b>A. Recycling Total Cost =</b>	<b>\$74,793.250</b>														
Type of Recycling:	In Place																														
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<p>The <b>Authorized User</b> may include gallon amounts for Emulsion and PG Binder, but the <b>Contractors</b> will choose only one of them (either Emulsion or PG Binder) for their quick quote response.</p> <p>* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:</p> <p>Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling          PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling          Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling          Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling          Fog Seal - 0.1 gal/SY</p>																															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">B. Emulsion Price =</td> <td>\$3.750</td> <td>per Gallon</td> <td></td> </tr> <tr> <td colspan="4"><i>Material Price Adjustment Calculation for the Month of:</i></td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">March / 2022</td> </tr> <tr> <td>C. Monthly Material Price Adjustment -</td> <td>Emulsion</td> <td>per Gallon =</td> <td></td> </tr> <tr> <td>D. Emulsion Price with Price Adjustment (B + C) =</td> <td></td> <td></td> <td>\$3.750 per Gallon</td> </tr> <tr> <td>E. Total Gallons of Emulsion =</td> <td>29,755.000</td> <td>Gallons</td> <td></td> </tr> <tr> <td><b>F. Emulsion Total Cost (D x E) =</b></td> <td colspan="3"><b>\$111,581.250</b></td> </tr> </table>				B. Emulsion Price =	\$3.750	per Gallon		<i>Material Price Adjustment Calculation for the Month of:</i>							March / 2022	C. Monthly Material Price Adjustment -	Emulsion	per Gallon =		D. Emulsion Price with Price Adjustment (B + C) =			\$3.750 per Gallon	E. Total Gallons of Emulsion =	29,755.000	Gallons		<b>F. Emulsion Total Cost (D x E) =</b>	<b>\$111,581.250</b>		
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">G. Liquid Bituminous Material (Fog Seal) Price =</td> <td>\$3.400</td> <td>per Gallon</td> <td></td> </tr> <tr> <td colspan="4"><i>Material Price Adjustment Calculation for the Month of:</i></td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">March / 2022</td> </tr> <tr> <td>H. Monthly Material (Fog Seal) Price Adjustment per Gallon =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) =</td> <td></td> <td></td> <td>\$3.400 /Gal</td> </tr> <tr> <td>J. Total Gallons of Fog Seal =</td> <td>1,894.000</td> <td>Gallons</td> <td></td> </tr> <tr> <td><b>K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) =</b></td> <td colspan="3"><b>\$6,439.600</b></td> </tr> </table>				G. Liquid Bituminous Material (Fog Seal) Price =	\$3.400	per Gallon		<i>Material Price Adjustment Calculation for the Month of:</i>							March / 2022	H. Monthly Material (Fog Seal) Price Adjustment per Gallon =				I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) =			\$3.400 /Gal	J. Total Gallons of Fog Seal =	1,894.000	Gallons		<b>K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) =</b>	<b>\$6,439.600</b>		
G. Liquid Bituminous Material (Fog Seal) Price =	\$3.400	per Gallon																													
<i>Material Price Adjustment Calculation for the Month of:</i>																															
			March / 2022																												
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">L. Heat/Haul/Apply Price =</td> <td>\$0.100</td> <td>per Gallon</td> <td></td> </tr> <tr> <td>M. Total Gallons of Emulsion =</td> <td>29,755.000</td> <td>Gallons</td> <td></td> </tr> <tr> <td><b>N. Heat/Haul/Apply Total Cost (L x M) =</b></td> <td colspan="3"><b>\$2,975.500</b></td> </tr> </table>				L. Heat/Haul/Apply Price =	\$0.100	per Gallon		M. Total Gallons of Emulsion =	29,755.000	Gallons		<b>N. Heat/Haul/Apply Total Cost (L x M) =</b>	<b>\$2,975.500</b>																		
L. Heat/Haul/Apply Price =	\$0.100	per Gallon																													
M. Total Gallons of Emulsion =	29,755.000	Gallons																													
<b>N. Heat/Haul/Apply Total Cost (L x M) =</b>	<b>\$2,975.500</b>																														

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

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

<b>O.</b>	Aggregate Price =	\$0.000	per Ton
<b>P.</b>	Total Tons of Aggregate =	0.000	Tons
<b>Q.</b>	<b>Aggregate Total Cost (O X P) =</b>	<b>\$0.000</b>	
<b>R.</b>	Portland Cement Price =	\$0.000	per Ton
<b>S.</b>	Total Tons of Cement =	0.000	Tons
<b>T.</b>	<b>Portland Cement Total Cost (R x S) =</b>	<b>\$0.000</b>	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	18,935.000	SqY
<b>U.</b>	<b>Work Zone Traffic Control Total Cost =</b>	<b>\$9,467.500</b>	
	Surcharge - Small/Recycled in Short Segments Projects =	\$0.000	per SY
	Total Square Yards =	0.000	SqY
<b>V.</b>	<b>Surcharge - Small/Recycled in Short Segments Proj. Total Cost =</b>	<b>\$0.000</b>	

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE**

Project Name: <u>County Route 53</u>		Quick Quote # <u>53</u>	
<b>W.</b>	Price Additional Flagger(s) =	\$1,350.000	per Day
	Number of Additional Flagger(s) =	1	Number of Days =
		2	
<b>W.</b>	<b>Additional Flagger(s) Total Cost =</b>	<b>\$2,700.000</b>	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
<b>X.</b>	<b>Additional for Rumble Strips Total Cost =</b>	<b>\$0.000</b>	
	Price Mobilization to Project Location =	\$0.100	per Square Yard
	Total Square Yards =	18,935.000	SqY
<b>Y.</b>	<b>Mobilization to Project Location Total Cost =</b>	<b>\$1,893.500</b>	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
<b>Z.</b>	<b>Shoulder Milling (Contractor Disposal) Total Cost =</b>	<b>\$0.000</b>	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
<b>AI</b>	<b>Shoulder Milling (State Disposal) Total Cost =</b>	<b>\$0.000</b>	
<b>BI</b>	<b>OCP Insurance =</b>		

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

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

Project's Total Cost including all the Price Adjustments for: March / 2022

Project's Total Cost including Price Adjustustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =	\$209,850.600
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Can Contractor Supply?  Yes

Can Contractor meet Schedule?  Yes

Print Name Dane Mellon Date 3/15/22

Contractor Signature \_\_\_\_\_

**NOTE:**

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

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

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

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: March / 3 / 2022

NOTE:

- 1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated... 2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price.

Agency/User: Albany County

Project Name: County Route 261 Quick Quote # 53

Project Location: Town of Altamont

Square Yards to Be Recycled = 16,380.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = SqY

Depth of Milling :

Shoulder Milling Disposal by:

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

\* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

- Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 25,740.000 Gallons

or

Total Gallons of PG Binder = Gallons

Total Gallons Fog Seal = 1,638.000 Gallons

Total Tons Aggregate = Tons

Portland Cement Required No Tons of Cement

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

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

Anticipated Project Start Date:

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by:

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

Empty text box for Agency/User Comments.

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

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

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE**

Project Name:	County Route 261	Quick Quote #	53
<b>Contractor &amp; PC #:</b>	PC69063 - Gorman Bros., Inc.		
Plant Location:	6 Freemans Bridge Rd, Scotia, NY 12302	Plant #:	L0104
Estimated Haul Distance:	30.00 Miles	Telephone:	518-843-2640
Estimated Number of Days	2	or Hours	
to Complete the Project			
Type of Recycling:	In Place		
Recycling Price =	\$3.950 per Square Yard		
Total Square Yards =	16,380.000 SqY		
<b>A. Recycling Total Cost =</b>	<b>\$64,701.000</b>		
<p>The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.</p> <p>* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:</p> <p>Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling            PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling            Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling            Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling            Fog Seal - 0.1 gal/SY</p>			
<b>B. Emulsion Price =</b>	<b>\$3.750 per Gallon</b>		
<i>Material Price Adjustment Calculation for the Month of:</i> <b>March / 2022</b>			
<b>C. Monthly Material Price Adjustment -</b>	<b>Emulsion per Gallon =</b>		
<b>D. Emulsion Price with Price Adjustment (B + C) =</b>	<b>\$3.750 per Gallon</b>		
<b>E. Total Gallons of Emulsion =</b>	<b>25,740.000 Gallons</b>		
<b>F. Emulsion Total Cost (D x E) =</b>	<b>\$96,525.000</b>		
<b>G. Liquid Bituminous Material (Fog Seal) Price =</b>	<b>\$3.800 per Gallon</b>		
<i>Material Price Adjustment Calculation for the Month of:</i> <b>March / 2022</b>			
<b>H. Monthly Material (Fog Seal) Price Adjustment per Gallon =</b>			
<b>I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) =</b>	<b>\$3.800 /Gal</b>		
<b>J. Total Gallons of Fog Seal =</b>	<b>1,638.000 Gallons</b>		
<b>K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) =</b>	<b>\$6,224.400</b>		
<b>L. Heat/Haul/Apply Price =</b>	<b>\$0.100 per Gallon</b>		
<b>M. Total Gallons of Emulsion =</b>	<b>25,740.000 Gallons</b>		
<b>N. Heat/Haul/Apply Total Cost (L x M) =</b>	<b>\$2,574.000</b>		

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

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

<b>O.</b>	Aggregate Price =	\$0.000	per Ton
<b>P.</b>	Total Tons of Aggregate =	0.000	Tons
<b>Q.</b>	<b>Aggregate Total Cost (O X P) =</b>	<b>\$0.000</b>	
<b>R.</b>	Portland Cement Price =	\$0.000	per Ton
<b>S.</b>	Total Tons of Cement =	0.000	Tons
<b>T.</b>	<b>Portland Cement Total Cost (R x S) =</b>	<b>\$0.000</b>	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	16,380.000	SqY
<b>U.</b>	<b>Work Zone Traffic Control Total Cost =</b>	<b>\$8,190.000</b>	
	Surcharge - Small/Recycled in Short Segments Projects =	\$0.000	per SY
	Total Square Yards =	0.000	SqY
<b>V.</b>	<b>Surcharge - Small/Recycled in Short Segments Proj. Total Cost =</b>	<b>\$0.000</b>	

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE**

Project Name: <u>County Route 261</u>		Quick Quote # <u>53</u>	
<b>W.</b>	Price Additional Flagger(s) =	\$1,350.000	per Day
	Number of Additional Flagger(s) =	1	Number of Days =
		2	
<b>W.</b>	<b>Additional Flagger(s) Total Cost =</b>	<b>\$2,700.000</b>	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
<b>X.</b>	<b>Additional for Rumble Strips Total Cost =</b>	<b>\$0.000</b>	
	Price Mobilization to Project Location =	\$0.100	per Square Yard
	Total Square Yards =	16,380.000	SqY
<b>Y.</b>	<b>Mobilization to Project Location Total Cost =</b>	<b>\$1,638.000</b>	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
<b>Z.</b>	<b>Shoulder Milling (Contractor Disposal) Total Cost =</b>	<b>\$0.000</b>	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
<b>AI</b>	<b>Shoulder Milling (State Disposal) Total Cost =</b>	<b>\$0.000</b>	
<b>BI</b>	<b>OCP Insurance =</b>		

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

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

Project's Total Cost including all the Price Adjustments for: March / 2022

Project's Total Cost including Price Adjuststment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =	\$182,552.400
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Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Dane Mellon Date 3/15/22

Contractor Signature

**NOTE:**

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

**RESOLUTION NO. 138****AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF BERNE, KNOX, RENSSELAERVILLE, AND NEW SCOTLAND**

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works (DPW) has requested authorization to enter into an agreement with Gorman Brothers, Inc. regarding Cold-In-Place Recycling projects on CR12 (Rapp Rd.) in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) in the Town of Knox, and CR303 (Pinnacle Rd.) in the Towns of Berne and New Scotland in an amount not to exceed \$950,000 for a term commencing June 1, 2021 and ending October 31, 2021, and

WHEREAS, The Commissioner has indicated that, as part of Albany County's DPW Highway Maintenance Plan, the department plans to use Cold-In-Place Recycling for various roadways in Albany County as determined to be necessary, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gorman Brothers, Inc., Albany, New York 12202, regarding Cold-In-Place Recycling projects on CR12 (Rapp Rd.) in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) in the Town of Knox, and CR303 (Pinnacle Rd.) in the Towns of Berne and New Scotland in an amount not to exceed \$950,000 for a term commencing June 1, 2021 and ending October 31, 2021, and, be it further

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

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





DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

March 19, 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 Bette and Cring, LLC for the Construction of the Albany County Rail Trail over New Scotland Road (NY Route 85) Bridge Replacement Project.

The work includes: Removal of the existing three (3) span steel railroad bridge and pier units and replacing with a through-girder steel structure, with a single span of 140 feet. The new abutments will be set behind the existing abutments which will be refaced. Work also includes drainage improvements and reconstructing the roadway for the removal of one of the sidewalks and providing shoulders to the roadway.

The County Purchasing Agent received two (2) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, Bette and Cring, LLC. We are awarding the contract with an adjusted base contract amount of \$2,696,344.00. Additional work related to wall refacing along Route 85 is anticipated to be awarded as an add alternate contingent upon approval of the County's 2023 Capital Plan.

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-3207, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Bette and Cring, LLC for the Construction of the Albany County Rail Trail Bridge Replacement over NY Route 85

Date:	March 15, 2022
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):**

Bette & Cring, LLC  
22 Century Drive  
Suite 201  
Latham, NY 12110

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$2,696,344.00  
Scope of Services: Bridge Replacement

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: 2022 Bond

Appropriation Amount: \$2,696,344.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/22-12/31/23

Length of Contract: 21 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 Bette and Cring, LLC for the Construction of the Albany County Rail Trail over New Scotland Road (NY Route 85) Bridge Replacement Project.

The work includes: Removal of the existing three (3) span steel railroad bridge and pier units and replacing with a through-girder steel structure, with a single span of 140 feet. The new abutments will be set behind the existing abutments which will be refaced. Work also includes drainage improvements and reconstructing the roadway for the removal of one of the sidewalks and providing shoulders to the roadway.

The County Purchasing Agent received two (2) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, Bette and Cring, LLC. We are awarding the contract with an adjusted base contract amount of \$2,696,344.00. Additional work related to wall refacing along Route 85 is anticipated to be awarded as an add alternate contingent upon approval of the County's 2023 Capital Plan.





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


DANIEL P. McCOY  
COUNTY EXECUTIVE

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

### MEMORANDUM

**TO:** Lisa M. Ramundo, Commissioner  
Public Works

**FROM:** Karen Storm   
Purchasing Agent

**DATE:** April 19, 2022

**RE:** RFB #2022-001 Albany County Rail Trail over New Scotland Road (NY Route 85) Bridge Replacement Project

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I am in receipt of your recommendation to award the aforementioned Request for Bids to Bette and Cring, LLC in the amount of \$2,696,344.00.

As Bette Cring LLC is the low responsive and responsible bidder, I concur with your recommendation.

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




DANIEL P. McCOY  
COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

## RECOMMENDATION NOTICE

**TO:** Karen Storm, Purchasing Agent

**FROM:** Lisa M. Ramundo, Commissioner 

**DATE:** March 10, 2022

**RE:** RFB #2022-001  
Albany County Rail Trail over  
New Scotland Road (NY Route 85)  
Bridge Replacement Project

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Upon review of the two (2) RFB's received for the above referenced project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, Bette and Cring, LLC. We are awarding the contract with an adjusted base contract amount of \$2,696,344.00 Additional work related to wall refacing along Route 85 is anticipated to be awarded as an add alternate contingent upon approval of the County's 2023 Capital Plan.

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

LMR:ct



DANIEL P. MCCOY  
COUNTY EXECUTIVE

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LISA M. RAMUNDO  
COMMISSIONER

## Memorandum

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TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: March 10, 2022

RE: RFB#2022-001  
Albany County Rail Trail over  
New Scotland Road (NY Route 85)  
Bridge Replacement Project

After reviewing the two (2) bids received for the above referenced project, along with our hired consultant, we recommend the project be awarded to the low bidder Bette and Cring, LLC.

Please let me know if you have any questions.

WA:ct



RFB#2022-001			
Vendor	Bette Cring	James H. Maloy	
Bond	Bond	Bond	
Lump Sum	\$	\$	\$
	3,280,544.00	3,314,000.00	3,314,000.00

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0002	201.07 CLEANING AND GRUBBING		0.2 ACRE	1000	00	200	00
0004	202.120001 REMOVING EXISTING SUPERSTRUCTURES		1 LS	365,000	00	365,000	00
0006	202.19 REMOVAL OF SUBSTRUCTURES		393 CY	200	00	78,600	00
0008	203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL		1670 CY	30	00	50,100	00
0010	203.03 EMBANKMENT IN PLACE		271 CY	75	00	<del>20,775.00</del> 20,325.00	
0012	203.07 SELECT GRANULAR FILL		98 CY	75	00	7,350	00
0014	203.0801 SELECT GRANULAR FILL, SLOPE PROTECTION - TYPE A		32 CY	90	00	2,880	00
0016	203.21 SELECT STRUCTURE FILL		523 CY	45	00	23,535	00
0018	206.01 STRUCTURE EXCAVATION		1255 CY	25	00	31,375	00
0020	206.0201 TRENCH AND CULVERT EXCAVATION		591 CY	35	00	20,685	00
0022	207.24 GEOTEXTILE STABILIZATION		2,139 SY	2	75	5,882	25

(PS)



Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0024	207.27 PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN		33 SY	20	.00	660	.00
0026	209.100101 MULCH - TEMPORARY		4440 SY	1	.00	4,440	.00
0028	209.1003 SEED AND MULCH - TEMPORARY		3330 SY	1	.00	3,330	.00
0030	209.13 SILT FENCE-TEMPORARY		304 LF	4	.50	1,368	.00
0032	209.1703 DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED-TEMPORARY		86 LF	10	.00	860	.00
0034	209.190301 ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE C, INTERMEDIATE		365 SY	3	.50	1,277	.50
0036	304.12 SUBBASE COURSE, TYPE 2		770 CY	75	.00	57,750	.00
0038	402.000014 Plant Production Quality Adjustment to HMA Items		40 QU	\$	75.00	\$	3,000.00
0040	402.098204 9.5 F2 Top Course HMA, 80 Series Compaction		188 TON	150	.00	28,200	.00
0042	402.198904 19 F9 Binder Course HMA, 80 Series Compaction		260 TON	150	.00	39,000	.00
0044	402.378904 37.5 F9 Base Course HMA, 80 Series Compaction		347 TON	140	.00	48,580	.00



**Bette & Cring, LLC**  
 22 Century Hill Drive  
 Suite 201  
 Latham, NY 12110

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0046	407.0102 DILUTED TACK COAT		270 GAL	16	00	4,320	00
0048	418.7603 ASPHALT PAVEMENT JOINT ADHESIVE		600 LF	15	00	9,000	00
0050	490.30 MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE		108 SY	60	00	6,480	00
0052	520.50000004 SAWING CONCRETE		127 LF	2	50	317	50
0054	552.17 SHIELDS AND SHORING		1787 SF	1	00	1,787	00
0056	555.08 FOOTING CONCRETE, CLASS HP		58 CY	500	00	29,000	00
0058	555.09 CONCRETE FOR STRUCTURES, CLASS HP		59 CY	2,000	00	118,000	00
0060	556.0201 UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES		4542 LB	1	50	6,813	00
0062	556.0202 EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES		4620 LB	5	00	23,100	00
0064	556.03 STUD SHEAR CONNECTORS FOR BRIDGES		874 EACH	5	00	4,370	00
0066	557.0109 SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOMFORMWORK REQUIRED - TYPE 9 FRICTION		232 SY	400	00	92,800	00



Bette & Cring, LLC  
22 Century Hill Drive  
Suite 201  
Latham, NY 12110

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0068	559.02 Protective Sealing of New Structural Concrete		104 SF	1	50	156	00
0070	559.03 Protective Sealing of Existing Structural Concrete and Existing Bridge Decks		2088 SF	0	50	1,044	00
0072	564.0501 STRUCTURAL STEEL, TYPE 1		1 LS	500,000	00	500,000	00
0074	564.0502 STRUCTURAL STEEL, TYPE 2		1 LS	1	00	1	00
0076	564.20 HOT-DIP GALVANIZING OF STRUCTURAL STEEL		42580 LB	0	01	425	80
0078	565.2023 TYPE E.B. FIXED BEARING (112 TO 168 KIPS)		2 EACH	5,000	00	10,000	00
0080	565.2033 TYPE E.B EXPANSION BEARING (112 TO 168 KIPS)		2 EACH	5,000	00	10,000	00
0082	572.000201 METALIZING, TYPE 1		1 LS	100,000	00	100,000	00
0084	583.03 REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH SHOTCRETE, WITH REINFORCEMENT BAR ENCASEMENT		5842 SF	100	00	584,200	00
0086	586.0201 DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS		204 EACH	100	00	20,400	00
0088	587.01000000 BRIDGE RAILING REMOVAL AND DISPOSAL		250 LF	10	00	2,500	00



Bette & Cring, LLC  
22 Century Hill Drive  
Suite 201  
Latham, NY 12110

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0090	589.010001 REMOVAL OF EXISTING STEEL		54103 LB	0	01	541	03
0092	602.3618 LINING WITH CURED IN PLACE PIPE (CIPP) 18 INCH DIAMETER		348 LF	110	00	38,280	00
0094	602.3621 LINING WITH CURED IN PLACE PIPE (CIPP) 21 INCH DIAMETER		366.0 LF	140	00	51,240	00
0096	603.6003 REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER		153 LF	65	00	9,945	00
0098	603.77 CONCRETE COLLARS		2 EACH	750	00	1,500	00
0100	604.13000011 ABANDONING DRAINAGE STRUCTURES		1.0 EACH	1,500	00	1,500	00
0102	604.302122 RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 WELDED FRAME		24 LF	550	00	13,200	00
0104	604.4048 ROUND PRECAST CONCRETE MANHOLE TYPE 48		6 LF	550	00	3,300	00
0106	604.4060 ROUND PRECAST CONCRETE MANHOLE TYPE 60		7 LF	650	00	4,550	00
0108	605.0901 UNDERDRAIN FILTER TYPE 1		128 CY	100	00	12,800	00
0110	605.1701 OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER		1,290 LF	4	50	5,805	00



Bette & Cring, LLC  
22 Century Hill Drive  
Suite 201  
Latham, NY 12110

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0112	605.17020000 OPTIONAL UNDERDRAIN PIPE, 6 INCH DIAMETER		346 LF	<u>7</u>	<u>.50</u>	<u>2,595</u>	<u>.00</u>
0114	607.06400016 PEDESTRIAN FENCING FOR BRIDGES		284 LF	<u>110</u>	<u>.00</u>	<u>31,240</u>	<u>.00</u>
0116	607.08040610 WOOD FENCE - 4 FEET - 6 INCHES HEIGHT		310 LF	<u>100</u>	<u>.00</u>	<u>31,000</u>	<u>.00</u>
0118	<del>607.45040009 Ornamental Steel Mesh Fence 4 Feet 0 Inches</del>		<del>230 LF</del>	<u>DELETED PER ADDENDUM #4</u>			
0120	608.0101 CONCRETE SIDEWALKS AND DRIVEWAYS		49 CY	<u>600</u>	<u>.00</u>	<u>29,400</u>	<u>.00</u>
0122	608.020102 HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS		63 TON	<u>250</u>	<u>.00</u>	<u>15,750</u>	<u>.00</u>
0124	608.000013 Plant Production Quality Adjustment to HMA Sidewalks, Driveways, Bicycle Paths, and Vegetation Control Strips		4 QU	\$	<u>75.00</u>	\$	<u>300.00</u>
0126	608.21000003 CAST IRON EMBEDDED DETECTABLE WARNING UNITS		11 SY	<u>425</u>	<u>.00</u>	<u>4,675</u>	<u>.00</u>
0128	609.0401 CAST-IN-PLACE CONCRETE CURB TYPE VF150		651 LF	<u>40</u>	<u>.00</u>	<u>26,040</u>	<u>.00</u>
0130	610.1402 TOPSOIL - ROADSIDE		247 CY	<u>85</u>	<u>.00</u>	<u>20,995</u>	<u>.00</u>
0132	610.1601 TURF ESTABLISHMENT - ROADSIDE		1700 SY	<u>1</u>	<u>.50</u>	<u>2,550</u>	<u>.00</u>



Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0134	610.17 WILDFLOWER SEEDING		525 SY	2	00	1,050	00
0136	611.0111 PLANTING - MAJOR DECIDUOUS TREES - SIZE AS SPECIFIED BALL & BURLAP, FIELD POTTED OR FIELD BOXED		18 EACH	500	00	9,000	00
0138	611.0311 PLANTING - CONIFEROUS TREES - SIZE AS SPECIFIED BALL & BURLAP, FIELD POTTED OR FIELD BOXED		13 EACH	460	00	5,980	00
0140	611.0611 PLANTING - VINES, GROUNDCOVERS - AS SPECIFIED CONTAINERGROWN		80 EACH	40	00	3,200	00
0142	615.80010005 RAILING, TYPE 01		519 LF	270	00	140,130	00
0144	619.01 BASIC WORK ZONE TRAFFIC CONTROL		1 LS	125,000	00	125,000	00
0146	619.04 TYPE III CONSTRUCTION BARRICADE		17 EACH	150	00	2,550	00
0148	619.080101 REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT		2,290 LF	2	00	4,580	00
0150	619.0901 TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)		2,290 LF	1	00	2,290	00
0152	619.110512 (PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONALEQUIPMENT SPECIFIED, CELLULAR COMMUNICATIONS		3 EACH	10,000	00	30,000	00
0154	619.1711 Temporary Positive Barrier - Category 1 (Pinning Prohibited)		40 LF	20	00	800	00



Bette & Cring, LLC  
22 Century Hill Drive  
Suite 201  
Latham, NY 12110



Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0154	619.27 MAILBOXES		1 EACH	350	.00	350	.00
0150	621.04 CLEANING DRAINAGE STRUCTURES		2 EACH	450	.00	900	.00
0152	625.01 SURVEY OPERATIONS		1 LS	30,000	.00	30,000	.00
0154	627.50140008 CUTTING PAVEMENT		290 LF	2	.50	725	.00
0156	637.03 CONCRETE CYLINDER CURING BOX		1 EACH	1,000	.00	1,000	.00
0158	637.11 ENGINEER'S FIELD OFFICE - TYPE 1		8 MNTH	2,000	.00	16,000 <del>2,000</del>	.00 .00
0160	645.5202 GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING		33 SF	60	.00	1,980	.00
0162	645.81 TYPE A SIGN POSTS		8 EACH	280	.00	2,240	.00
0164	647.31 RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)		3 EACH	120	.00	360	.00
0166	647.51 REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)		6 EACH	80	.00	480	.00
0168	655.1122 WELDED FRAME AND RETICULINE GRATE 22		5 EACH	1,250	.00	6,250	.00

PS



Bette & Cring, LLC  
22 Century Hill Drive  
Suite 201  
Latham, NY 12110

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0170	655.1202 MANHOLE FRAME AND COVER		1 EACH	800	00	800	00
0172	655.16000011 REMOVE AND DISPOSE OF FRAMES AND GRATES		4 EACH	150	00	600	00
0174	662.60510008 ADJUST MANHOLE TO GRADE (TELEPHONE)		1 EACH	300	00	300	00
0176	663.33 ADJUST EXISTING VALVE BOX ELEVATION		1 EACH	200	00	200	00
0178	685.11 WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS		1,800 LF	3	50	6,300	00
0180	685.12 YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS		1,065 LF	2	00	2,130	00
0182	697.03 FIELD CHANGE PAYMENT		1 DC	\$	134,530.00	\$	134,530.00
0184	698.04 ASPHALT PRICE ADJUSTMENT		1,000 DC	\$	1.00	\$	1,000.00
0186	698.05 FUEL PRICE ADJUSTMENT		1,000 DC	\$	1.00	\$	1,000.00
0188	698.06 STEEL/IRON PRICE ADJUSTMENT		1,500 DC	\$	1.00	\$	1,500.00

Subtotal (not including mobilization):

0190 699.04 MOBILIZATION Max 4% 1 LS 121,000.92 121,000.92

Proposed Total Bid:

3,280,544.00



**Bette & Cring, LLC**  
22 Century Hill Drive  
Suite 201  
Latham, NY 12110

(15)  
three million two hundred  
Eighty thousand five hundred  
forty four and 92/100 Dollars

**COUNTY OF ALBANY**

**ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND  
ROAD (NY ROUTE 85) BRIDGE REPLACEMENT PROJECT**

**Rfb#2022-001**

**ADDENDUM #1**

February 24, 2022

The following Addendum No. 1 consisting of thirteen (13) pages (including this cover page) is hereby issued on the 24<sup>th</sup> day of February 2022 in connection with the Request for Bids #2022-001 Albany County Rail Trail Over New Scotland Road (NY Route 85) Bridge Replacement Project as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY****RFB#2022-001****Albany County Rail Trail over New Scotland road (NY Route 85) Bridge Replacement Project****ADDENDUM #1**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1: Question:** Please confirm per the verbiage in the contract documents, “Contractor shall substantially complete the work on or before October 31<sup>st</sup> of the construction year”

**Answer:** The verbiage confirms that the county does not want to demo the bridge until we have a date certain on the steel delivery. If the steel is not available until the 1<sup>st</sup> quarter of 2023, then the project will not begin until the spring of 2023.

**ITEM #2: Question:** What is the approximate value of the Rail Trail Bridge over New Scotland Road.

**Answer:** \$2.8M

**ITEM #3: Question:** Please provide the fixed prices for the 402 and 608 plant production quality adjustments.

**Answer:** See attached document 34 Section 011501 and updated bid forms, BF7-BF15

**ITEM#4: Question:** Please provide the fixed prices for the fuel and asphalt adjustments.

**Answer:** See attached document 34 Section 011501 and updated bid forms, BF7-BF15

**ITEM#5: Question:** Will Item 698.06 – Steel Price Adjustment be added to the contract which is typical of projects that include significant quantities of structural steel and reinforcing steel as this project does?

**Answer:** See attached document 34 Section 011501 and updated bid forms, BF7-BF15

**COUNTY OF ALBANY****RFB#2022-001****Albany County Rail Trail over New Scotland road (NY Route 85) Bridge Replacement Project****ADDENDUM #1**

**ITEM#6:** Please specify the items that the contractor shall be responsible for providing independent testing as section 01400 states that the items will be specified yet they are not directly called out. Below is a list of core pay items in question, but may not encompass all items determined by the County.

203, 304, 402, 555, 557 (concrete), 564, 565, 572, 603, 604, 608, 610

**Answer:** Per section 01400, the County would expect testing on the following items:

203.03  
203.07  
203.21  
All 402 Items  
All 555 Items  
557.0109  
All 564 Items Including Bolt Sampling  
All 565 Items  
572.000201  
608.0101  
608.020102  
609.0401

**End of Addendum #1**

**SECTION 01151 - UNIT PRICES****PART 1 GENERAL****1.01 DESCRIPTION:**

- A. Contractor shall be compensated for work in this contract according to the unit price bid by contractor for each payment item. Estimate of quantities of work to be done and materials to be furnished is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. Owner does not assume any responsibility that the quantities indicated shall be obtained in the construction of the work, nor shall the contractor plead misunderstanding or deception because of such estimate of quantities or of the character of the work, location or other condition pertaining thereto. The owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them as he may deem necessary. Such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid.

**B. Escalation of Price:**

The contractor will be entitled to extra reimbursement due to escalation of the cost of inflation for Fuel, Asphalt, and Steel or Iron.

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0002	201.07 CLEANING AND GRUBBING		0.2 ACRE	_____	_____	_____	_____
0004	202.120001 REMOVING EXISTING SUPERSTRUCTURES		1 LS	_____	_____	_____	_____
0006	202.19 REMOVAL OF SUBSTRUCTURES		393 CY	_____	_____	_____	_____
0008	203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL		1670 CY	_____	_____	_____	_____
0010	203.03 EMBANKMENT IN PLACE		271 CY	_____	_____	_____	_____
0012	203.07 SELECT GRANULAR FILL		98 CY	_____	_____	_____	_____
0014	203.0801 SELECT GRANULAR FILL, SLOPE PROTECTION - TYPE A		32 CY	_____	_____	_____	_____
0016	203.21 SELECT STRUCTURE FILL		523 CY	_____	_____	_____	_____
0018	206.01 STRUCTURE EXCAVATION		1255 CY	_____	_____	_____	_____
0020	206.0201 TRENCH AND CULVERT EXCAVATION		591 CY	_____	_____	_____	_____
0022	207.24 GEOTEXTILE STABILIZATION		2,139 SY	_____	_____	_____	_____

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0024	207.27 PREFABRICATED COMPOSITE INTEGRAL ABUTMENT DRAIN		33 SY	_____	_____	_____	_____
0026	209.100101 MULCH - TEMPORARY		4440 SY	_____	_____	_____	_____
0028	209.1003 SEED AND MULCH - TEMPORARY		3330 SY	_____	_____	_____	_____
0030	209.13 SILT FENCE-TEMPORARY		304 LF	_____	_____	_____	_____
0032	209.1703 DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED- TEMPORARY		86 LF	_____	_____	_____	_____
0034	209.190301 ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE C,INTERMEDIATE		365 SY	_____	_____	_____	_____
0036	304.12 SUBBASE COURSE, TYPE 2		770 CY	_____	_____	_____	_____
0038	402.000014 Plant Production Quality Adjustment to HMA Items		40 QU	\$	75.00	\$	3,000.00
0040	402.098204 9.5 F2 Top Course HMA, 80 Series Compaction		188 TON	_____	_____	_____	_____
0042	402.198904 19 F9 Binder Course HMA, 80 Series Compaction		260 TON	_____	_____	_____	_____
0044	402.378904 37.5 F9 Base Course HMA, 80 Series Compaction		347 TON	_____	_____	_____	_____



Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0046	407.0102 DILUTED TACK COAT		270 GAL	_____	_____	_____	_____
0048	418.7603 ASPHALT PAVEMENT JOINT ADHESIVE		600 LF	_____	_____	_____	_____
0050	490.30 MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE		108 SY	_____	_____	_____	_____
0052	520.50000004 SAWING CONCRETE		127 LF	_____	_____	_____	_____
0054	552.17 SHIELDS AND SHORING		1787 SF	_____	_____	_____	_____
0056	555.08 FOOTING CONCRETE, CLASS HP		58 CY	_____	_____	_____	_____
0058	555.09 CONCRETE FOR STRUCTURES, CLASS HP		59 CY	_____	_____	_____	_____
0060	556.0201 UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES		4542 LB	_____	_____	_____	_____
0062	556.0202 EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES		4620 LB	_____	_____	_____	_____
0064	556.03 STUD SHEAR CONNECTORS FOR BRIDGES		874 EACH	_____	_____	_____	_____
0066	557.0109 SUPERSTRUCTURE SLAB WITH INTEGRAL WEARING SURFACE - BOTTOMFORMWORK REQUIRED - TYPE 9 FRICTION		232 SY	_____	_____	_____	_____

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0068	559.02 Protective Sealing of New Structural Concrete		104 SF	_____	_____	_____	_____
0070	559.03 Protective Sealing of Existing Structural Concrete and Existing Bridge Decks		2088 SF	_____	_____	_____	_____
0072	564.0501 STRUCTURAL STEEL, TYPE 1		1 LS	_____	_____	_____	_____
0074	564.0502 STRUCTURAL STEEL, TYPE 2		1 LS	_____	_____	_____	_____
0076	564.20 HOT-DIP GALVANIZING OF STRUCTURAL STEEL		42580 LB	_____	_____	_____	_____
0078	565.2023 TYPE E.B. FIXED BEARING (112 TO 168 KIPS)		2 EACH	_____	_____	_____	_____
0080	565.2033 TYPE E.B EXPANSION BEARING (112 TO 168 KIPS)		2 EACH	_____	_____	_____	_____
0082	572.000201 METALIZING, TYPE 1		1 LS	_____	_____	_____	_____
0084	583.03 REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITHSHOTCRETE, WITH REINFORCEMENT BAR ENCASEMENT		5842 SF	_____	_____	_____	_____
0086	586.0201 DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS		204 EACH	_____	_____	_____	_____
0088	587.01000000 BRIDGE RAILING REMOVAL AND DISPOSAL		250 LF	_____	_____	_____	_____

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0090	589.010001 REMOVAL OF EXISTING STEEL		54103 LB	_____	_____	_____	_____
0092	602.3618 LINING WITH CURED IN PLACE PIPE (CIPP) 18 INCH DIAMETER		348 LF	_____	_____	_____	_____
0094	602.3621 LINING WITH CURED IN PLACE PIPE (CIPP) 21 INCH DIAMETER		366.0 LF	_____	_____	_____	_____
0096	603.6003 REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER		153 LF	_____	_____	_____	_____
0098	603.77 CONCRETE COLLARS		2 EACH	_____	_____	_____	_____
0100	604.13000011 ABANDONING DRAINAGE STRUCTURES		1.0 EACH	_____	_____	_____	_____
0102	604.302122 RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 WELDED FRAME		24 LF	_____	_____	_____	_____
0104	604.4048 ROUND PRECAST CONCRETE MANHOLE TYPE 48		6 LF	_____	_____	_____	_____
0106	604.4060 ROUND PRECAST CONCRETE MANHOLE TYPE 60		7 LF	_____	_____	_____	_____
0108	605.0901 UNDERDRAIN FILTER TYPE 1		128 CY	_____	_____	_____	_____
0110	605.1701 OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER		1,290 LF	_____	_____	_____	_____

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0112	605.17020000 OPTIONAL UNDERDRAIN PIPE, 6 INCH DIAMETER		346 LF	_____	_____	_____	_____
0114	607.06400016 PEDESTRIAN FENCING FOR BRIDGES		284 LF	_____	_____	_____	_____
0116	607.08040610 WOOD FENCE - 4 FEET - 6 INCHES HEIGHT		310 LF	_____	_____	_____	_____
0118	607.45040009 Ornamental Steel Mesh Fence 4 Feet 0 Inches		230 LF	_____	_____	_____	_____
0120	608.0101 CONCRETE SIDEWALKS AND DRIVEWAYS		49 CY	_____	_____	_____	_____
0122	608.020102 HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS		63 TON	_____	_____	_____	_____
0124	608.000013 Plant Production Quality Adjustment to HMA Sidewalks, Driveways, Bicycle Paths, and Vegetation Control Strips		4 QU	\$	75.00	\$	300.00
0126	608.21000003 CAST IRON EMBEDDED DETECTABLE WARNING UNITS		11 SY	_____	_____	_____	_____
0128	609.0401 CAST-IN-PLACE CONCRETE CURB TYPE VF150		651 LF	_____	_____	_____	_____
0130	610.1402 TOPSOIL - ROADSIDE		247 CY	_____	_____	_____	_____
0132	610.1601 TURF ESTABLISHMENT - ROADSIDE		1700 SY	_____	_____	_____	_____

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0134	610.17 WILDFLOWER SEEDING		525 SY	_____	_____	_____	_____
0136	611.0111 PLANTING - MAJOR DECIDUOUS TREES - SIZE AS SPECIFIED BALL& BURLAP, FIELD POTTED OR FIELD BOXED		18 EACH	_____	_____	_____	_____
0138	611.0311 PLANTING - CONIFEROUS TREES - SIZE AS SPECIFIED BALL &BURLAP, FIELD POTTED OR FIELD BOXED		13 EACH	_____	_____	_____	_____
0140	611.0611 PLANTING - VINES, GROUNDCOVERS - AS SPECIFIED CONTAINERGROWN		80 EACH	_____	_____	_____	_____
0142	615.80010005 RAILING, TYPE 01		519 LF	_____	_____	_____	_____
0144	619.01 BASIC WORK ZONE TRAFFIC CONTROL		1 LS	_____	_____	_____	_____
0146	619.04 TYPE III CONSTRUCTION BARRICADE		17 EACH	_____	_____	_____	_____
0148	619.080101 REMOVE PAVEMENT MARKING STRIPES, TRAFFIC PAINT		2,290 LF	_____	_____	_____	_____
0150	619.0901 TEMPORARY PAVEMENT MARKINGS STRIPES (TRAFFIC PAINT)		2,290 LF	_____	_____	_____	_____
0152	619.110512 (PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONALEQUIPMENT SPECIFIED, CELLULAR COMMUNICATIONS		3 EACH	_____	_____	_____	_____
0154	619.1711 Temporary Positive Barrier - Category 1 (Pinning Prohibited)		40 LF	_____	_____	_____	_____

Updated bid form as per Addendum#1

Project(s):Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0154	619.27 MAILBOXES		1 EACH	_____	_____	_____	_____
0150	621.04 CLEANING DRAINAGE STRUCTURES		2 EACH	_____	_____	_____	_____
0152	625.01 SURVEY OPERATIONS		1 LS	_____	_____	_____	_____
0154	627.50140008 CUTTING PAVEMENT		290 LF	_____	_____	_____	_____
0156	637.03 CONCRETE CYLINDER CURING BOX		1 EACH	_____	_____	_____	_____
0158	637.11 ENGINEER'S FIELD OFFICE - TYPE 1		8 MNTH	_____	_____	_____	_____
0160	645.5202 GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING		33 SF	_____	_____	_____	_____
0162	645.81 TYPE A SIGN POSTS		8 EACH	_____	_____	_____	_____
0164	647.31 RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30SQUARE FEET)		3 EACH	_____	_____	_____	_____
0166	647.51 REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I(UNDER 30 SQUARE FEET)		6 EACH	_____	_____	_____	_____
0168	655.1122 WELDED FRAME AND RETICULINE GRATE 22		5 EACH	_____	_____	_____	_____

Updated bid form as per Addendum#1

Project(s): Albany County Rail Trail over New Scotland Road (NY Route 85)

BIN 7032650

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0170	655.1202 MANHOLE FRAME AND COVER		1 EACH	_____	_____	_____	_____
0172	655.16000011 REMOVE AND DISPOSE OF FRAMES AND GRATES		4 EACH	_____	_____	_____	_____
0174	662.60510008 ADJUST MANHOLE TO GRADE (TELEPHONE)		1 EACH	_____	_____	_____	_____
0176	663.33 ADJUST EXISTING VALVE BOX ELEVATION		1 EACH	_____	_____	_____	_____
0178	685.11 WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS		1,800 LF	_____	_____	_____	_____
0180	685.12 YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS		1,065 LF	_____	_____	_____	_____
0182	697.03 FIELD CHANGE PAYMENT		1 DC	\$	134,530.00	\$	134,530.00
0184	698.04 ASPHALT PRICE ADJUSTMENT		1,000 DC	\$	1.00	\$	1,000.00
0186	698.05 FUEL PRICE ADJUSTMENT		1,000 DC	\$	1.00	\$	1,000.00
0188	698.06 STEEL/IRON PRICE ADJUSTMENT		1,500 DC	\$	1.00	\$	1,500.00
<b>Subtotal (not including mobilization):</b>				_____		_____	
0190	699.04 MOBILIZATION	Max 4%	1 LS	_____	_____	_____	_____
<b>Proposed Total Bid:</b>				_____		_____	

**COUNTY OF ALBANY**

**ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND  
ROAD (NY ROUTE 85) BRIDGE REPLACEMENT PROJECT**

**RFB#2022-001**

**ADDENDUM #2**

February 25, 2022

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 25th day of February 2022 in connection with the Request for Bids #2022-001 Albany County Rail Trail Over New Scotland Road (NY Route 85) Bridge Replacement Project as requested by the Albany County Department of Public Works.



**COUNTY OF ALBANY****RFB#2022-001****Albany County Rail Trail over New Scotland road (NY Route 85) Bridge Replacement Project****ADDENDUM #2**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1:** In response to the answer provided for Item#6 in Addendum #1, Please elaborate on the extent of testing required for the 564, 565, and 572 items. Will the contractor be required to hire third party shop inspection for the 564 and 565 items or will the manufacturer's internal QC/QA with material certifications be acceptable to the county, as has been on previous projects administered by the county. Additionally, for 565 items, testing after fabrication is typically performed by NYSDOT. Shop inspection and testing is typically coordinated by the owner when administered by NYSDOT. For the 402, 555 and 557 items plant inspection is again coordinated typically by NYSDOT regional materials and materials are only pulled from pre-approved NYSDOT plants. The item numbers for the 402 items do not require physical field testing for density, therefore the only "testing" left would be plant inspection. The exact extent of testing will be needed to accurately account for all costs associated with each item listed.

**Answer:** County instructs the contractor to get a third-party inspector for the steel (Item 564). For the rest of the items the contractor is required to utilize NYSDOT approved fabricators and materials, the fabricator's internal QC/QA process, along with material certifications.

**ITEM #2:** Addendum#1 Items#3, 4, and 5 delete 011501 and replace with 01151

**End of Addendum #2**

**COUNTY OF ALBANY**

**ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND  
ROAD (NY ROUTE 85) BRIDGE REPLACEMENT PROJECT**

**RFB#2022-001**

**ADDENDUM #3**

March 1, 2022

The following Addendum No. 3 consisting of two (2) pages (including this cover page) is hereby issued on the 1st day of March 2022 in connection with the Request for Bids #2022-001 Albany County Rail Trail Over New Scotland Road (NY Route 85) Bridge Replacement Project as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY****RFB#2022-001****Albany County Rail Trail over New Scotland road (NY Route 85) Bridge Replacement  
Project****ADDENDUM #3**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1:** Item Number 607.45040009 – Ornamental Steel Mesh Fence is listed in the bid items and the special specification is included in the documents as well, yet it is not called out in the plans nor are any details included. Please advise.

**Answer:** Item 607.45040009 is not used in the design. It was replaced with Item 615.80010005, which is detailed on Sheet RET-02. All references of Item 607.45040009 should be considered for Item 615.80010005.

**End of Addendum #3**

**COUNTY OF ALBANY**

**ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND  
ROAD (NY ROUTE 85) BRIDGE REPLACEMENT PROJECT**

**RFB#2022-001**

**ADDENDUM #4**

March 1, 2022

The following Addendum No. 4 consisting of two (2) pages (including this cover page) is hereby issued on the 1st day of March 2022 in connection with the Request for Bids #2022-001 Albany County Rail Trail Over New Scotland Road (NY Route 85) Bridge Replacement Project as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY****RFB#2022-001****Albany County Rail Trail over New Scotland road (NY Route 85) Bridge Replacement  
Project****ADDENDUM #4**

*The following information is provided as a result of a question(s) posed by vendor(s):*

**ITEM #1:** Shall the contractor cross out Item 607.45040009 on the bid forms or will the county be issuing a revised bid form removing this item from the contract? Please advise.

**Answer:** The contractor should cross out item #607.45040009 from the bid form.

**End of Addendum #4**



Department of Labor (/)

### List of Active Sponsors

#### LIST OF ACTIVE SPONSORS - UPDATED 12/6/2021

Search: bette

Sponsor Name	Address	Regional Economic Development Council (REDC)	Trade	Approval Date	Status
Bette and Cring LLC	22 Century Hill Drive, Suite 201, Latham, NY 12110	Capital	Carpenter (Heavy-Highway)	3/22/1993	Active

Previous 1 Next

#### SPONSORS & PROGRAMS

### All You Need To Know

FIND OPPORTUNITIES [./\(apprenticeship/sponsors-and-programs\)](#)

## Department of Labor

### ABOUT US

- Our Mission & Services
- Newsroom
- Commissioner
- Contract, Bid & Grant Opportunities
- Contact Us

### BOARDS

- Hazard Abatement Board
- Industrial Board of Appeals
- Public Employment Relations Board
- Unemployment Insurance Appeal Board

### INITIATIVES

- Apprenticeship



Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision

Nature of Change: New sponsor rep Harry Hale, Project Manager  
Email <sup>cc</sup> Wages

State Use Only	
AT Sponsor No.	22126
ATP Code	12037A
Effective Date of AT Program	3/22/93

- 1. Name of Sponsor: Bette & Cring, LLC
- 2. Mailing Address: 22 Century Drive Latham NY 12110 Albany  
(number & street) (city) (state) (zip code) (county)
- 3. Actual Address: same  
(number & street) (city) (state) (zip code) (county)
- 4. Telephone No.: 518-213-1010 Ext. \_\_\_\_\_ Fax No.: 518-213-1020
- 5. E-mail Address: hhale@bettecring.com
- 6. Trade/Occupation: Carpenter (Heavy-Highway)
- 7. No. Employees: 100 No. Apprentices: 1 No. Journeyworkers: 20 8. Ratio: 1:1, 1:4
- 9. DOT Code: 860.381-042 10. Length of Program: 36 months
- 11. Apprentices Probationary Period: 9 months 12. Work process: Standard  or Revised
- 13. Minimum Journeyworker Rate: \$ 33.02 per Hour 14. Effective Date of Wages: 2/13/20

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

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
0-3000	3001-4500	4501-6000							
60%	75%	90%							

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

17. P. Bette  
Signature of Official Sponsor Representative  
Peter Bette, Member  
Print Name and Title

2/13/20 Date  
Harry Hale  
Signature of ~~Union~~ Representative  
Harry Hale  
Print Name, Title, ~~and Union Name~~

19. [Signature]  
Signature New York State Department of Labor

3/16/2020  
Date

NYS Department of Labor  
Apprentice Training

MAR 11 2020

Central Office

# ATR 1003 Program Roster Report ~ Completes ONLY

<u>Sponsor Code:</u> 22126	Bette and Cring LLC	<u>ATR:</u> Michael Ferraro
<u>MailingAddress:</u> 22 Century Hill Drive, Suite 201	<u>Mail County:</u> Albany	<u>Contact:</u> Michael Bette
<u>LocCodeN:</u> 201	Latham NY 12110	<u>Secretary-Treasurer</u>
<u>Actual Address:</u> 22 Century Hill Drive, Suite 201	<u>Actual County:</u> Albany	<u>Phone:</u> (518) 213-1010 <u>Ext:</u>
<u>LocCodeP:</u> 201	Latham NY 12110	<u>Fax:</u> (518) 213-1020
		<u>FEIN:</u> 161562780
		<u>ER Number:</u>
		<u>Indiv/Group:</u> 1

**Program Information:**

Prog. Effective Date: 3/22/1993  
Number Journeymen: 20  
SIC Code: 1510  
Work Process S/R: S  
Minimum Journey: 33.02  
Effective Wage Date: 2/13/2020

AT12 Date: 11/21/2019  
Previous AT12 Date: 6/5/2019  
AT603 Expiration  
State or Federal: S  
Program Ratio: 1:1;1:4  
Program Term: 36

**Trade Information:**

Trade Title: Carpenter (Heavy-Highway)  
ATP Code: 12-037A Std. Ratio: 1:1;1:4  
DOT: 860.381-042 Std: 36  
Article 8: YES Trade Updated: 2/1/2008

**Completed Apprentices Information:**

SSN# [REDACTED] Josh Rodriguez

**Rodriguez**  
9/13/2019

Home Phone:  
CellPhone: (607) 349-5696

Email:

Start Date: 4/13/2015  
Credit Reason:  
Months

Special Programs:

R.I. per AT401: Penn Foster

SSN# [REDACTED] Mohammed Aqouaouch

**Aqouaouch**  
7/14/2016

Home Phone:  
CellPhone:

Email:

Start Date: 6/19/2012  
Credit Reason:  
Months

Special Programs:

R.I. per AT401: Broome Cty Comm Coll

SSN# [REDACTED] John Litchko

**Litchko**  
9/16/2015

Home Phone:  
CellPhone:

Email:

Start Date: 6/1/2009  
Credit Reason:  
Months

Special Programs:

R.I. per AT401: Mohaeak Valley CC

Ethnicity: 1=White 2=African American 3=Hispanic  
4=Native American or Alaskan Native  
9/13/2019  
4=Native American or Alaskan Native  
Gender: M Disabled: No Veteran: No  
Checked if:  
Checked if:  
Hispanic or Latino Ethnic Group Not  
Ethnic Group Not  
Reported  
White Race  
Black / African American Race  
Native Hawaiian / Other PI Race  
Asian Race  
American Indian / Alaskan Native Race

WksteCompltReason 1  
5=Asian or Pacific Islander 6=OtherWrkstCompleDate:  
5=Asian or Pacific Islander 6=OtherWrkstCompleDate:  
InstructCompleted: 1  
InstructCompleDate: 9/13/2019  
DateCertificateIssued 12/26/2019  
Other State or FED  
RI Compensated?  
In what trade?  
Name of State or FED:

Ethnicity: 2 1=White 2=African American 3=Hispanic  
4=Native American or Alaskan Native  
7/14/2016  
4=Native American or Alaskan Native  
Gender: M Disabled: No Veteran: No  
Checked if:  
Checked if:  
Hispanic or Latino Ethnic Group Not  
Ethnic Group Not  
Reported  
White Race  
Black / African American Race  
Native Hawaiian / Other PI Race  
Asian Race  
American Indian / Alaskan Native Race

WksteCompltReason 1  
5=Asian or Pacific Islander 6=OtherWrkstCompleDate:  
5=Asian or Pacific Islander 6=OtherWrkstCompleDate:  
InstructCompleted: 1  
InstructCompleDate: 7/14/2016  
DateCertificateIssued 9/9/2016  
Other State or FED  
RI Compensated?  
In what trade?  
Name of State or FED:

Ethnicity: 5 1=White 2=African American 3=Hispanic  
4=Native American or Alaskan Native  
9/16/2015  
4=Native American or Alaskan Native  
Gender: m Disabled: No Veteran: No  
Checked if:  
Checked if:  
Hispanic or Latino Ethnic Group Not  
Ethnic Group Not  
Reported  
White Race  
Black / African American Race  
Native Hawaiian / Other PI Race  
Asian Race  
American Indian / Alaskan Native Race

WksteCompltReason 1  
5=Asian or Pacific Islander 6=OtherWrkstCompleDate:  
5=Asian or Pacific Islander 6=OtherWrkstCompleDate:  
InstructCompleted: 1  
InstructCompleDate: 9/16/2015  
DateCertificateIssued 11/12/2015  
Other State or FED  
RI Compensated?  
In what trade?  
Name of State or FED:



Project No: 18-C541

**NOTICE TO BIDDERS -- ALBANY COUNTY  
REQUEST FOR BIDS #2022-001**

Sealed Bids for Albany County Rail Trail over New Scotland Road (NY Route 85), Bridge Replacement Project, as requested by Albany County will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, 3/3/2022.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on 2/10/2022.

Karen A. Storm  
Purchasing Agent

Dated: Albany, New York  
2/10/2022

PUBLISH ONE DAY – 2/10/2022 -- THE EVANGELIST  
PUBLISH ONE DAY – 2/10/2022 -- THE TIMES UNION



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
OFFICE OF THE EXECUTIVE  
112 STATE STREET, ROOM 1200  
ALBANY, NEW YORK 12207-2021  
(518) 447-7040 - FAX (518) 447-5589  
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.  
DEPUTY COUNTY EXECUTIVE

March 11, 2022

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

Dear Chairman Joyce:

I respectfully request the County Legislature's approval of a memorandum of understanding (MOU) between Albany County and the City of Watervliet in order to equally share the cost of a cost analysis of renovations to the Watervliet Dome. The total estimated price of the analysis as offered by the engineering and architecture firm CT Male is \$6,860, half of which shall be charged to the county.

Through the already executed contract with CT Male, the County will provide an evaluation of the Watervliet Dome to determine the feasibility and cost of potential alterations to it. Those include compliance with the Energy Conservation Construction Code of New York State to provide heating and cooling to accommodate its full year-round occupancy; the relocation of the existing toilet rooms adjacent to its enclosed garage area; and removal of the cast-in-place concrete boarder that currently surrounds its basketball courts.

Thank you for your time and consideration. If you should have any questions or concerns, please do not hesitate to reach out to me.

Sincerely,

Daniel P. McCoy  
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader  
Hon. Frank A. 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-3196, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Authorization for approval of MOU between Albany County and the City of Watervliet for Watervliet Dome renovation cost analysis.

Date:	March 7, 2022
Submitted By:	Cameron Sagan
Department:	County Executive's Office
Title:	Policy Analyst
Phone:	518-447-7040
Department Rep.	
Attending Meeting:	Cameron Sagan

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):  
CT Male Associates

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

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

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

**CONCERNING ALL REQUESTS**

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

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

County Budget Accounts:

Revenue Account and Line: Bond HKUV  
Revenue Amount: \$3,430

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: 0  
State: 0  
County: 50%  
Local: 50%

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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)

Through the already executed contract with CT Male, the County will provide an evaluation of the Watervliet Dome to determine the feasibility and cost of potential alterations to it. Those include the addition of heating and cooling to accommodate full year-round occupancy; the relocation of the existing toilet rooms; and removal of the cast-in-place concrete boarder that currently surrounds the facility's basketball courts.



# AIA<sup>®</sup> Document B221<sup>™</sup> – 2018

## Service Order for use with Master Agreement Between Owner and Architect

**SERVICE ORDER** number 003 made as of the 15th day of February in the year 2022.  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

**County of Albany**  
Department of General Services  
112 State Street, Suite 1300  
Albany, New York 12207

and the Architect:  
(Name, legal status, address, and other information)

**C.T. Male Associates**  
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.  
50 Century Hill Drive  
Latham, New York 12110

for the following **PROJECT**:  
(Name, location, and detailed description)

**Watervliet Memorial Recreation Center (The Dome) Evaluation**  
1300 2nd Avenue, Watervliet, NY 12189

The County of Albany has requested the Architect provide facility support services consisting of an evaluation of the existing facility, which is currently owned and operated by the City of Watervliet, to determine the feasibility of potential alterations to the building, including, but not limited to the following:

1. Compliance with the *Energy Conservation Construction Code of New York State* to provide heating and cooling to accommodate full year-round occupancy of the facility, where any nonconditioned or low-energy space that is altered to become conditioned space shall be required to be brought into full compliance with this code.
2. The relocation of the existing toilet rooms adjacent to the enclosed garage area.
3. Removal of the cast-in -place concrete boarder that currently surrounds the courts, which was park of the original hockey rink enclosure.
4. No change in occupancy or use of the facility is otherwise being considered.

### THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 6th day of December in the year 2021, Pursuant to Resolution No. 497 for 2021 (In words, indicate day, month, and year.) form a Service Agreement.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121<sup>™</sup>-2018, Standard Form of Master Agreement Between Owner and Architect

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)*

- .1 There is no documentation concerning the existing facility that is available from the City of Watervliet, including, but not limited to:
  - Property Survey
  - Building Plans for original structure or any of the alteration work performed.
  - Municipal building permits, annual fire safety and property inspection reports, and/or a Certificate of Occupancy,
- .2 The Watervliet Dome is an indoor recreational facility located at Second Avenue & Thirteenth Street, owned by the City of Watervliet that reportedly houses three basketball courts. It currently provides a year-round location for recreational activities. This facility is rented out to athletic/community organizations, based on availability, as long as the organization has proof of insurance. The City's Parks and Recreation Department administers and oversees the City's municipal parks and recreation program and to support and promote recreation and parks activities for all residents of the City.
- .3 Access to the facility by the public is currently available through the City of Watervliet facility booking website, which allows for rental of half or the whole of the facility on an hourly basis, and includes the City's Rental Sports Safety Policies and Procedures Packet Acknowledgements.
- .4 According to available news records, the metal roof of the Dome recreational venue was rehabilitated and repaired in 2014, which at the time was about 30 years old. The City awarded the project to Schenectady-based Mid-State Industries Ltd. in the amount of \$110,811. The work included fixing the metal roof which was to be sanded down and a rubber coating installed. In past years the 400 square foot storage room that once housed voting machines and an ice rink compressor was transformed into a growing center, which was supplemented by lighting and silver-foil-covered walls.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

§ 1.3 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

## ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

### § 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

- .1 **Code Review.** The Architect shall review the requirements of laws, codes, and regulations that pertain to the facility condition assessment services provided. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.
- .2 **Site Features.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify observed deficiencies in accordance with the provisions of the *Property Maintenance Code of New York State*.
- .3 **Exterior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. The assessment shall identify observed deficiencies in accordance with the provisions of the *Property Maintenance Code of New York State*.
- .4 **Interior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify observed deficiencies in accordance with the provisions of the *Property Maintenance Code of New York State*.
- .5 **Mechanical, Electrical, and Plumbing Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify observed deficiencies in accordance with the provisions of the *Property Maintenance Code of New York State*.
- .6 **Life Safety and Fire Protection Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and other devices. The assessment shall identify observed deficiencies in accordance with the provisions of the *Property Maintenance Code of New York State*.
- .7 **Preliminary Cost Estimate.** Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate for the proposed toilet room alterations. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner. The preliminary cost estimate represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any estimate prepared or agreed to by the Architect.

### § 2.1.2 Additional Services

Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Any Additional Services provided in accordance with this Section shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule

Init.

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User Notes:

(1483163504)



*(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

- .1 Design of additions, alterations, or repairs to the existing facility, including but not limited to relocation of toilet rooms, building envelope, structural or the mechanical, electrical, and plumbing systems to meet the requirements of the *Existing Building Code of New York State*.
- .2 Assessment of the utility operating costs of the Facility, including a comparison of the Facility's utility operating costs to industry benchmarks and preliminary recommendations for improvement.
- .3 Building certification assistance, including the application for, and submission of the pertinent data for, the code compliance certifications.
- .4 Development of a property maintenance plan for the Facility.

## § 2.2 Owner's Responsibilities

Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Any

§ 2.2.1 The Owner shall provide to the Architect data necessary for the Facility Support Services, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; operation budgets; building automation systems; pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records.

§ 2.2.2 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Architect shall prepare, and periodically update, a schedule of Facility Support Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Facility Support Services with the Owner's Project schedule.

- .1 Commencement and subsequent completion of the Architect's services is subject to timely receipt of the information requested from the Owner and access to the facility.
- .2 Upon completion of the report, the Architect shall deliver one (1) electronic copy to the Owner.

## ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*  
**Six Thousand Eight Hundred Sixty Dollars (\$6,860.00).**
- .2 Other  
*(Describe the method of compensation)*  
In accordance with the Agreement, in consideration of the terms and obligations of this Agreement, the County (Owner) agrees to pay, and the Consultant (Architect) agrees to accept, an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for services rendered under this Agreement.

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

*(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)*

Hourly in accordance with contract rates and limits set forth in the Master Agreement, subject to the written authorization of the Owner.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

*(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)*

In accordance with the Master Agreement. Compensation for the Basic Services described are inclusive of the reimbursable expenses of the Architect's Consultant that are reasonably anticipated in the performance of the proposed scope of services required for the Project.

§ 4.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed, in accordance with the terms of the Master Agreement. Payments are due and payable upon presentation of the Architect's invoice.

#### ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

*(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)*

Not Applicable

#### ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

*(List name, address, and other information.)*

Cameron Sagan  
Public Information Officer & Policy Analyst  
**Office of the Albany County Executive**  
112 State Street - Suite 1200, Albany, NY 12207

Tel: (518) 447-5671  
email: cameron.sagan@albanycountyny.com

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

Tel: (518) 447-7032  
email: mmartin@albanycountyny.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

*(List name, address, and other information.)*

Richard A. Campagnola, R.A.  
Principal Architect/Code Enforcement Official  
**C.T. Male Associates**  
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.  
50 Century Hill Drive, Latham, NY 12110

Tel: (518) 786-7412/Mobile: (518) 265-3288  
email: [r.campagnola@ctmale.com](mailto:r.campagnola@ctmale.com)

**ARTICLE 7 ATTACHMENTS AND EXHIBITS**

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 Master Agreement between Owner and Architect dated the 6th day of December in the year 2021, in accordance with Resolution No. 497 for 2021;
- .2 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*
  - a. Owner’s written program description received on February 9, 2022.
- .3 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of this Service Order.)*
  - a. No record documents available.

This Service Order entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

David M. Latina  
Commissioner

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

  
Richard A. Campagnola, R.A.  
Principal Architect/Project Manager

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*