

# **County of Albany**

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



## **Meeting Agenda**

**Monday, June 27, 2022**

**5:00 PM**

**Held Remotely**

**Public Works Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

2. AUTHORIZING AN AGREEMENT WITH MURNANCE BUILDING CONTRACTORS, INC. FOR 112 STATE STREET BASEMENT CEILING AND FLOOR REPAIRS
3. AUTHORIZING AN AGREEMENT WITH K5 CORPORATION REGARDING PAINTING TRAFFIC LINES ON ALBANY COUNTY ROADWAYS
4. AUTHORIZING AN AGREEMENT WITH JAMES H. MALOY, INC FOR THE CONSTRUCTION OF GIFFORD HOLLOW ROAD OVER TRIBUTARY TO THE SWITZKILL CULVERT REHABILITATION PROJECT IN THE TOWN OF BERNE
5. AMENDING RESOLUTION NO. 473 FOR 2019 REGARDING AN AGREEMENT WITH ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC FOR FOOD AND BEVERAGE SERVICES AT THE MVP ARENA
6. AUTHORIZING A LEASE AGREEMENT WITH CDPHP REGARDING SUITE NO. 23 AT THE MVP ARENA
7. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE COUNCIL ON THE ARTS REGARDING A CAPITAL PROJECTS GRANT

# **County of Albany**

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



## **Meeting Minutes**

**Tuesday, May 24, 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 RITTER & PARATORE CONTRACTING, INC REGARDING THE DEMOLITION OF STRUCTURES AT 876 ALBANY SHAKER ROAD (ANN LEE NURSING HOME)**

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

**3. AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH MJ ENGINEERING AND LAND SERVEYING, P.C. REGARDING THE EXPANSION OF DESIGN SERVICES FOR THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NY ROUTE 85) BRIDGE REPLACEMENT PROJECT**

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

**4. AUTHORIZING AN AGREEMENT WITH THE TOWN OF GUILDERLAND REGARDING THE USE OF SPACE AND FIBER CONNECTIVITY LOCATED AT 112 STATE STREET**

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

**5. AUTHORIZING AN AGREEMENT WITH NATIONAL BUSINESS TECHNOLOGIES REGARDING LEASE AND MAINTENANCE SERVICES FOR COUNTY COPIERS IN VARIOUS LOCATIONS**

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

**6. AUTHORIZING LEASE AGREEMENTS WITH BBL CONSTRUCTION SERVICES, LLC, AND MANUFACTURERS AND TRADERS TRUST COMPANY REGARDING CORPORATE SUITE NO. 1 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. AUTHORIZING A LEASE AGREEMENT WITH NFP CORPORATION REGARDING SUITE NO. 5 AT THE MVP ARENA**

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

**8. AUTHORIZING A LEASE AGREEMENT WITH SCHENECTADY HARDWARE AND ELECTRIC REGARDING SUITE NO. 18 AT THE MVP ARENA**

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

**9. AUTHORIZING A LEASE AGREEMENT WITH KEYBANK, N.A. REGARDING SUITE NO. 15 AT THE MVP ARENA**

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

**10. AUTHORIZING A LEASE AGREEMENT WITH A-1 DISTRIBUTORS REGARDING SUITE NO. 14 AT THE MVP ARENA**

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

**11. AUTHORIZING LEASE AGREEMENTS WITH GIRVAN & FERLAZZO, PC, JPS STRATEGIES, UNITED GROUP OF COMPANIES, INC., AND FPI MECHANICAL REGARDING CORPORATE SUITE NO. 16 AT THE MVP ARENA**

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

**12. AUTHORIZING A LEASE AGREEMENT WITH PAMAL BROADCASTING REGARDING SUITE NO. 4 AT THE MVP ARENA**

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

**13. AUTHORIZING A LEASE AGREEMENT WITH NYSCOPBA REGARDING SUITE NO. 19 AT THE MVP ARENA**

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

**14. AUTHORIZING A LEASE AGREEMENT WITH STANLEY STEEMER OF ALBANY COUNTY, INC. REGARDING SUITE NO. 20 AT THE MVP ARENA**

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

**15. AUTHORIZING AN AGREEMENT WITH THE TOWN OF NEW SCOTLAND REGARDING A PEDESTRIAN CONNECTION BETWEEN THE KENSINGTON WOODS DEVELOPMENT AND THE ALBANY COUNTY RAIL TRAIL**

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

**16. AUTHORIZING AN AGREEMENT WITH THE TOWN OF NEW SCOTLAND REGARDING A PEDESTRIAN CONNECTION BETWEEN THE JOSEPH HILTON PARK TRAILS AND THE ALBANY COUNTY RAIL TRAIL**

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

June 9, 2022

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

Re: Contract Authorization Pursuant to RFB#2022-071

Dear Chairman Joyce:

The Department of General Services respectfully requests the approval of a contract with Murnane Building Contractors, Inc. in the amount not to exceed \$283,800.00. This contract is for General Construction services outlined in RFB #2022-071 112 State Street Basement Ceiling and Floor Repairs. The not to exceed total includes the base bid of \$258,000.00 plus a 10% contingency allowance of \$25,800.00.

The scope of the service includes repair/replacement of draped mesh cinder concrete floor, exterior masonry wall repairs & waterproofing and perimeter sidewalk replacement along the first floor/basement ceiling of the northwest corner of 112 State Street Office Building, Albany, NY.

The bid shall be in effect from the date of contract execution until completion of all work under the contract. The anticipated term of this contract will commence on July 15, 2022 through July 14, 2023.

Costs for this project will be covered by Bond Resolution

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

Sincerely yours,

David M. Lafina  
Commissioner

DML:tas  
Enclosure(s)

# Memo

To: David Latina, Commissioner, Department of General Services  
From: Michael Martin PE, Director, Facilities Engineering Division  
Cc: Pamela O Neill, Purchasing Agent  
Date: June 9, 2021  
Re: **RFB #2022-071 – 112 State Street Basement Ceiling and Floor Repairs**

**Recommendation for Award to Murnane Building Contractors, Inc.**

---

Commissioner Latina,

As you are aware, C.T. Male Associates and the Facilities Engineering Division, have developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for the **Basement Ceiling and Floor Repairs** at the Harold L. Joyce Albany County Office Building at 112 State Street. Bids for the General Construction prime contract (GC) have been received and reviewed for conformance with the bid documents.

A complete tabulation of the Bids is attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **Murnane Building Contractors, Inc.** at a cost of **\$283,800.00**.

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

Thank you





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

PAMELA O NEILL  
PURCHASING AGENT

**MEMORANDUM**

**TO:** David Latina  
**FROM:** Pamela O Neill *PO*  
Purchasing Agent  
**DATE:** June 9, 2022  
**RE:** RFB #2022-071

---

I am in receipt of your recommendation to award the aforementioned to Murnane Building Contractors, Inc. in the amount of \$283,800.00.

As Murnane Building Contractors, Inc. is the lowest responsible and responsive 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.

**RFB-2022-071 Tabulation  
Ceiling and Floor Repairs**

<b>Bidder</b>	<b>DeBrino Caulking bond</b>	<b>PCC Contracting bond</b>	<b>Murnane Building bond</b>
<b>Bid Security</b>			
<b>Lump Sum Base Bid</b>	272726.36	\$ 550,000.00	\$ 258,000.00
<b>10% Contingency Allowance</b>	27272.64	\$ 55,000.00	\$ 25,800.00
<b>Total Base Bid</b>	\$ 299,999.00	\$ 605,000.00	\$ 283,800.00

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: **112 State Street Basement Ceiling and Floor Repairs**  
Bid Number: **2022-071**

### THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent  
Albany County Department of General Services  
Purchasing Division  
112 State Street, Room 1000  
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date 6/8/2022 Number 1

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

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

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")
  - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
  - (f) Bidder Qualification Questionnaire (Attachment "F")
  - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- Michael J. Murnane - President
- 287 Ushers Rd
- Clifton Park, NY 12065 mmurnane@murnanebuilding.com
- Phone: 518-978-3302
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: 112 State Street Basement Ceiling and Floor Repairs  
 Bid Number: 2022-071

### Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

<b>Lump Sum Base Bid</b>  (Price in Words):   (Price in Numbers):	<u>Two-Hundred Fifty-Eight Thousand</u>  <hr/> \$ <u>258,000</u>
<b>10% Contingency Allowance</b>	\$ <u>25,800</u>
<b>TOTAL BID (Base Bid + Contingency Allowance)</b>  (Price in Words):  (Price in Numbers):	<u>Two-Hundred Eighty-Three</u> <u>Thousand, Eight-Hundred</u>  \$ <u>283,800</u>

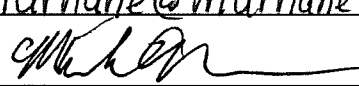
BF3

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: 112 State Street Basement Ceiling and Floor Repairs  
 Bid Number: 2022-071

COMPANY: Murnane Building Contractors  
 ADDRESS: 287 Ushers Road  
 CITY, STATE, ZIP: Clifton Park, NY 12065  
 TEL. NO.: 518-978-3300  
 FAX NO.: N/A  
 FEDERAL TAX ID NO.: 14-1684256  
 REPRESENTATIVE: Michael J. Murnane  
 E-MAIL: mmurnane@murnanebuilding.com  
 SIGNATURE AND TITLE   
President

DATE 6/8/22

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

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

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

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

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

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

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

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

6/8/22  
Date

*Mark Murnane*  
Signature

*President*  
Title

*Murnane Building Contractors, Inc.*  
Company Name

ATTACHMENT "B"  
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

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

On this 8<sup>th</sup> day of June, 2022, before me personally appeared Michael J. Murnane to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) President of the (name of corporation) Murnane Building Contractors, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

KATELYN CHRISTIANSEN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CH6410952  
Qualified in Albany County  
My Commission Expires 11-09-2024

Kate O  
Notary Public, State of New York  
Qualified in Albany County  
Commission Expires 11/9/24

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_



**ATTACHMENT "C"  
ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Murnane Building Contractors, Inc.</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-1684256</i> b) DUNS # <i>KM99BK36EFK9</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: <i>N/A</i>		5. WEBSITE ADDRESS (if applicable) <i>murnanebuilding.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>104 Sharron Ave Plattsburgh, NY 12901</i>		7. TELEPHONE NUMBER <i>518-978-3300</i>	8. FAX NUMBER <i>N/A</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>N/A</i> <small>IN NEW YORK STATE, if different from above</small>		10. TELEPHONE NUMBER <i>N/A</i>	11. FAX NUMBER <i>N/A</i>
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Michael J. Murnane</i> Title <i>President</i> Telephone Number <i>518-978-3300</i> Fax Number <i>N/A</i> e-mail <i>mmurnane@murnanebuilding.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Michael J. Murnane</i>	TITLE <i>President</i>	b) NAME	TITLE
c) NAME <i>Patrick Murnane</i>	TITLE <i>Secretary</i>	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES <sup>1</sup> HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES <sup>1</sup> WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES <sup>1</sup> :	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

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

**ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 14-1684256

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

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

Name of Business Murnane Building Contractors )  
Inc. )  
Address 287 USHERS RD  
City, State, Zip Clifton Park NY  
12065

Signature of Owner [Signature]  
Printed Name of Signatory Michael J. Murnane  
Title President

Sworn before me this 8th day of June, 2022  
[Signature]  
Notary Public


KATELYN CHRISTIANSEN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CH6410952  
Qualified in Albany County  
My Commission Expires 11-09-2024

Katelyn Christianesen  
Printed Name  
[Signature]  
Signature  
6/8/22  
Date

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

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

6/8/27  
Date

  
Signature

President  
Title

Murnane Building Contractors, Inc.  
Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: Murnane Building Contractors, Inc.

Address: 287 Ushers Road  
Clifton Park, NY 12065

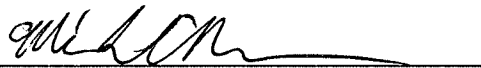
Phone Number(s): 518-928-3300

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

N/A

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

Basement of 112 State Street



Signature

Michael J. Murnane

Printed Name

President

Title

6/8/22

Date

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 36 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Times Union Center - Garage Concrete Repair  
51 South Pearl St, Albany, NY 12207 David Latina (518) 447-7210  
Completion Date: 10/15/18 Original bid price \$1 million, Completed cost: 65,387

2. Hartford CSD - Masonry Restoration, 4704 State Rte 149, Hartford, NY  
Contact: Andrew Cook - (518) 632-5222 Completion date: 11/2019 12838  
Original bid price: \$75,000. Completed Cost: 67,375

3. Bethlehem CSD - Middle School Pool - 332 Kenwood Ave, Delmar, NY 12054  
Contact: Gregg Nolte - (518) 439-2123 Completion Date: 7/31/2020  
Original bid price: \$972,000 Completed cost: \$917,211

BQ1

ATTACHMENT "F"  
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

*\* please see attached work on hand dated  
April 30, 2022*

---

---

---

---

---

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

*YES - SEE ATTACHED vendor responsibility*

---

---

---

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

*SEE ATTACHED vendor responsibility*

---

---

---

---





# MURNANE BUILDING CONTRACTORS

WORK ON HAND APRIL 30, 2022		CONTRACT VALUE	COMPLETED
18122	ORDA PUMP HOUSE1 WETWELL	936,314	493,914
19102	SUNY POTSDAM STUDENT B29	7,490,536	7,485,536
19106	CLINTON COMM-MOORE BLDG	6,266,655	6,214,060
20105	CVES BOCES-RECONSTRUCT	7,600,462	7,461,759
20106	SARANAC CSD 2020-21 CAP	4,803,974	4,803,974
21100	PLATTSBURGH CSD CAP PH2	1,086,118	1,086,118
21103	LISBON CSD	3,118,946	2,973,921
21109	STER-RX CONSTRUCTION	7,600,000	5,199,160
21110	SUNY HAWKIN HALL NURSING	541,000	411,102
21112	NCCS PHASE1 CAP IMP	4,251,968	1,635,774
21114	JOHN COLLINS PARK RENO	2,470,000	0
21118	HOOD & MOFFITT HALL RENO	7,066,010	2,946,376
21119	GUGGENHEIM CAPITAL PROJS	254,814	163,564
22100	NCCS PHASE 2 CAP IMP	3,140,200	404,450
22101	CHATEAUGAY CSD	411,700	16,010
22103	CLARKSON ERC INNOV HUB	1,706,600	0
19218	SUNY ONEONTA EMER SVC BD	5,603,883	5,603,883
20200	NEXUS CENTER	1,568,404	766,281
20203	MOHAWK VALL HEALTH FOUND	4,606,704	4,277,137
20213	MOHAWK VALLEY HLTH TOWER	17,331,565	5,404,993
21200	ONEIDA CO OFF PLAZA DECK	1,968,676	710,904
21204	COOPERSTOWN CSD 2019 CAP	985,000	955,674
21207	WHITESBORO CS 2020 CI P2	5,311,817	4,123,646
21211	NYCM ORCHARD PARK BRANCH	773,401	773,401
21213	CENTRAL NY PSYC BD 39&77	40,200,000	5,154,355
21214	NY CENTRAL MUTUAL ADD/AL	5,671,352	2,831,042
19311	LIBRARY PLACE- LECHASE	371,342	340,410
19317	UPSTATE INST CLIMATE/HLT	6,304,189	6,289,871
20302	HENNINGER HS	592,975	590,329
20303	ESF ILLICK/MOON SURGE SP	2,170,064	2,165,064
20307	UPSTATE HEART & VASCULAR	11,515,042	11,256,545
21301	UPSTATE UH S.WING FACADE	2,114,920	1,990,637
21306	E.SYR/MINOA PARK HILL CS	2,105,000	1,400,291
21309	UPSTATE HYPERBARIC EXPAN	4,668,966	0
21312	MCQUIRE CDR&J ADD & RENO	15,922,925	714,429
21313	UPSTATE MED LINEAR ACCEL	919,720	362,079
22300	ST JOES ELEVATOR #23 UPG	337,400	54,050
22301	ST JOES PARKING GARG POB	813,512	0
22302	CARRIER TR4 CAL STAND	367,545	311,488
22303	UPSTATE MED HOSP 4N/CH5W	636,000	11,053
20401	SALEM CSD ADDS AND ALTS	6,242,000	6,182,324
20403	AMSTERDAM CSD PH 5&6	6,800,000	5,557,391
20404	SCHENECTADY COUNTY JAIL	544,000	367,997
20406	SCHENECTADY CSD PV/YATES	6,962,551	5,823,235
21401	EAST GREENBUSH CSD PH3	4,489,544	1,769,405
21402	BEAVER CREEK RIVER ph3&4	630,000	0
21403	ALBANY CSD GROUP 3	8,326,614	4,957,231
21405	EAST GREENBUSH CSD PH3	1,431,000	64,510
22400	35 ERIE BLVD-ALBANY WB	1,414,000	62,124
22403	GREEN ISLAND UFSD	481,900	0
	TOTALS	228,927,308	122,167,498

## **Vendor Responsibility, Supplemental Response to Questions 16 and 21**

Within the last five years, Murnane Building Contractors, Inc. (“MBC”) has been terminated from two projects prior to the completion of the term of the contract. MBC is currently involved in litigation related to both of those projects and the details are listed below. Copies of relevant documents can be made available upon request to Elizabeth Callahan at [ecallahan@murnanebuilding.com](mailto:ecallahan@murnanebuilding.com).

### **1. Project: OGS 45124-C, Abate Hazardous Materials & Renovate NYS Office Building #4**

On November 13, 2017, the New York State Office of General Services (“OGS”) found MBC non-responsible and terminated its contract with MBC on a Project on the Harriman Campus, Building 4 in Albany, New York on the basis that MBC allegedly “had not made a good faith effort by way of proper supervision, proper workmanship, or by meeting schedules, to be considered a responsible contractor at this time.” MBC’s non-responsibility finding, and termination, were based almost exclusively off of asbestos abatement work being done on the Project by MBC’s subcontractors. MBC vehemently opposes this finding and its termination, and is contesting same. On November 27, 2017, MBC submitted a lengthy notice of claim against OGS, and on May 11, 2018, MBC filed a Notice of Intention to File a Claim against OGS in the New York State Court of Claims. On November 8, 2019, MBC filed its Claim against OGS in the New York State Court of Claims (Claim No 133935), and the case is currently pending in litigation. Further, MBC is in litigation against the subcontractors who were responsible for MBC’s termination. In its Notices of Claim, MBC cited certain conditions on site that made the asbestos abatement work challenging – namely, a thick, hard to remove yellow glue substance that was not identified in the specifications and bad faith on the part of certain OGS field staff. This dispute remains ongoing. Importantly, in spite of OGS’s non-responsibility finding of MBC, on December 8, 2017, the New York State Department of Transportation (“DOT”) deemed MBC to be a responsible bidder in connection with a Project on the Schenectady Intermodal Station in Schenectady, New York, a Project that MBC successfully completed ahead of schedule. Further, multiple state agencies have deemed MBC to be a responsible bidder in connection with various projects awarded in the last four years

### **2. Project: Whiteface Pump House #1 Project: Phase 1 - Well Construction at Whiteface Mountain Ski Center in Wilmington, New York**

On June 12, 2019, the New York State Olympic Regional Development Authority (“ORDA”) terminated MBC on the Whiteface Pump House #1 Project: Phase 1 – Well Construction at Whiteface Mountain Ski Center in Wilmington, New York (the “Project”). MBC challenged the termination determination, pursuant to Article 78 of the CPLR, as arbitrary and capricious, substantially unsupported by law or fact and the product of bad faith. MBC sought a Temporary Restraining Order (“TRO”) staying its termination, and

preventing ORDA from awarding the Contract to a completion contractor in violation of New York State's competitive bidding laws. Moreover, MBC sought a declaration that ORDA's termination of MBC was for convenience, rather than for default, pursuant to the terms of the Contract between the parties.

On July 2, 2019, the Honorable Richard B. Meyer of the New York State Supreme Court, Essex County, granted MBC's request for a TRO and issued a stay on ORDA's termination of MBC. Judge Meyer issued a Decision & Order in support of the Court's Decision on July 2, 2019. By Decision, Order & Judgment dated May 20, 2020, Judge Meyer held that ORDA's termination of MBC for cause was wrongful and that "there were and are no grounds to terminate Murnane" for cause under the Contract. In the Court's Decision, Judge Meyer held that MBC's termination could, thus, "only be without cause" and for convenience.

On October 21, 2021, the New York State Supreme Court, Appellate Division, Third Judicial Department issued a decision overturning Judge Meyer's decision on procedural grounds and remanding the matter for further consideration by Supreme Court, Essex County. The matter is currently in discovery.

**Vendor Responsibility, Supplemental Response to Question 17**

**1. Onondaga Resource Recovery Agency (“OCRRA”)**

Date of Claim: April 16, 2020

Amount of Claim: \$981,688

Summary: In 2019, Murnane had a contract with OCRRA to demolish and refurbish a transfer station. The manufacturer of the prefabricated metal building delivered it late and had to be fixed in several aspects in order to conform to the project specifications. The project was delayed by reason of the late delivery of the building and by reason of several concurrent delays that did not involve Murnane. On April 16, 2020, OCRRA wrote to Murnane and alleged a claim of \$981,688. The parties were able to resolve the claim and have agreed on a final payment to Murnane in the amount of \$279,642. The separate prime electrical contractor O’Connell Electric also filed a claim against OCRRA in the amount of \$94,478, which Murnane will defend and indemnify if O’Connell pursues it.

**2. Murnane Building Contractors, Inc. and Travelers Casualty and Surety Company of America v. State of New York**

NYS Court of Claims Claim No. 133935

Project: OGS Harriman Campus Building 4

Summary of Counterclaim: On November 8, 2019, Murnane and Travelers sued the State of New York for \$26,291,716.55 stemming from the Office of General Services’ (OGS) wrongful termination of Murnane from the project and Travelers’ completion of the project under its performance bond. On February 4, 2020, the State filed an amended answer with counterclaims against Murnane and Travelers in the amount of \$6,304,482.66 for additional costs allegedly incurred by OGS. Murnane filed a reply to the counterclaims and alleged 18 affirmative defenses. The case is in discovery.

**3. Murnane Building Contractors, Inc. v. Clinton County**

NYS Supreme Court Clinton County Index No. 2020-00020455

Project: Passenger Terminal Building Expansion Project – Phase II General Construction

Amount of Counterclaim: \$104,350.23

Summary of Counterclaim: On July 16, 2020, Murnane sued Clinton County, which owns the Plattsburgh International Airport, for \$884,416.51 stemming from seventeen claims for compensation for extra-contractual work that the Airport directed Murnane to perform. On October 14, 2020, the County filed counterclaims in the amount of \$104,350.23, blaming Murnane for warped floor tiles and allegedly defective sprinkler heads and a fan that occurred years after Murnane’s contractual warranty expired. Murnane replied to the counterclaims and alleged 21 affirmative defenses, including the defense that the warranty expired. The case is in discovery.

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

N/A

---

---

---

---

---

7. Do you plan to sublet any part of this work? If so, give details.

Yes - most likely for sidewalks and sitework - subs TBD

---

---

---

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety - Kevin Garrity, NFP, 518-244-4245  
Bank - Brian Gladwin, NBT, 518-561-0164

---

---

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

- To be provided Upon Award

---

---

---

---

---

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Murnane Building Contractors, Inc  
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 104 Sharron Ave  
Plattsburgh, NY 12901

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

Michael J. Murnane - President & Treasurer  
Patrick Murnane II - Secretary

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

11. Is your firm qualified to do business in the State of New York? Yes  No .  
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Murnane Building Contractors, Inc.  
Firm

Dated: 6/8/22

By 

Michael J. Murnane  
(Typed)

**ATTACHMENT "G"**  
**NON-INTERRUPTION OF WORK AGREEMENT**

By submission of the bid for:

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

Firm: Murnane Building Contractors, Inc.

By:   
(Signature)

Michael S. Murnane  
(Typed)

Title: President

Date: 6/8/22





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing Div  
Maureen Shea, Specification Technician  
112 State street  
Room 1000  
Albany NY 12207

Schedule Year 2021 through 2022  
Date Requested 05/20/2022  
PRC# 2022005764

Location County Office Building  
Project ID# RFB-2022-071  
Project Type The basement ceiling and floor need repairs at 112 State Street in the basement due to water damage

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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

# **COUNTY OF ALBANY**

## **REQUEST FOR BIDS DEPARTMENT OF GENERAL SERVICES**



**RFB #2022-071**

### **11 STATE STREET BASEMENT CEILING AND FLOOR REPAIRS**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
PAMELA O NEILL, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

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

**TITLE: 112 State Street Basement Ceiling and Floor Repair RFB NUMBER: 2022-071**

**Receipt Confirmation Form**

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

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

**Yes** /  **No**

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

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

## NON-BIDDER RESPONSE

RFB #2022-071

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

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

---

---

---

---

Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

**NOTICE TO BIDDERS -- ALBANY COUNTY  
REQUEST FOR BIDS #2022-071**

Sealed Bids for the **112 State Street Basement Ceiling and Floor Repairs** as requested by Albany County Department of General Services will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until **11:00 AM, local time on Thursday, June 9<sup>th</sup>, 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 **Thursday, May 26, 2022.**

A site visit will be held on **Thursday, June 2<sup>nd</sup>, 2022 at 10:00 a.m., at #112 State Street, 1<sup>st</sup> Floor Elevator Lobby, Albany, NY 12207.** This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Pamela O Neill  
Purchasing Agent

Dated: Albany, New York  
May 20, 2022

PUBLISH ONE DAY – Thursday, May 26, 2022 -- THE EVANGELIST  
PUBLISH ONE DAY – Thursday, May 26, 2022 -- THE TIMES UNION

**COUNTY OF ALBANY**  
**REQUEST FOR BIDS**  
**GENERAL INSTRUCTIONS TO BIDDERS**

**BID DISTRIBUTION- *IMPORTANT NOTICE***

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

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

**SECTION 1: BID IDENTIFICATION**

- 1.1 Title: **112 STATE STREET BASEMENT CEILING AND FLOOR REPAIR**
- 1.2 Requesting Department: **GENERAL SERVICES**
- 1.3 Bid Number: **2022-071**

**SECTION 2: PURPOSE**

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **the repair of the ceiling and floor in the basement of 112 State Street, Albany, NY 12207** as requested by **General Services**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

**SECTION 3: BIDDING DOCUMENTS**

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

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

#### **SECTION 4: SUBMISSION OF BIDS**

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, JUNE 9, 2022**, at the following address:

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

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 **There will be a site visit on Thursday, June 2, 2022 at 10:00 a.m., at the County Office Building, 112 State Street, Albany, NY 12207. Bidders will meet in the first floor elevator lobby.**  
**This will be the only scheduled site visit. Interested bidders are strongly urged to attend.**

#### **SECTION 5: TERM OF BID**

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

#### **SECTION 6: BID SECURITY**

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **Five Percent of the Total Bid Amount in United States Currency** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING;**

FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.

- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

## **SECTION 7: QUALIFICATION OF BIDDER**

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 7.4 All bidders must document five (5) or more years in the business of providing **general construction repairs**.
- 7.5 Bidder must include at least five **construction repair** customer references.

## **SECTION 8: Not used**

## **SECTION 9: DISQUALIFICATION**

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.



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

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

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

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

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

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

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

## **SECTION 10: PREVAILING WAGE**

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

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

from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

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

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

## **SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE**

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

## **SECTION 12: BID FORM**

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

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

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

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

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

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

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

### **SECTION 13: EQUIVALENT GOODS**

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

### **SECTION 14: SPECIFICATION CLARIFICATION**

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

Pamela O Neill  
Albany County Purchasing Agent  
112 State Street, ***Room 1000***  
Albany, NY 12207  
Telephone: (518) 447-7140  
Facsimile: (518) 447-5588  
Email: [pamela.oneill@albanycountyny.gov](mailto:pamela.oneill@albanycountyny.gov)

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

### **SECTION 15: BID EVALUATION**

15.1 Bids shall remain valid until:

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

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

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

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

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

#### **SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS**

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

#### **SECTION 17: AWARD OF BID**

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

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

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein,

including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

## **SECTION 18: PERFORMANCE BOND**

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **One Hundred Percent (100%) of the Total Bid Amount** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

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

## **SECTION 19: INSURANCE REQUIREMENTS**

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

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

(c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

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

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

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

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

## **SECTION 20: INDEMNIFICATION**

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

## **SECTION 21: REMEDY FOR BREACH**

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

## **SECTION 22: DELIVERY AND PAYMENT**

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

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

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

## **SECTION 23: CASH DISCOUNT**

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

## **SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK**

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either

party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

## **SECTION 25: MACBRIDE PRINCIPLES**

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

## **SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT**

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

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of



Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

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

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

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

**SECTION 27: Not used**

**SECTION 28: Not used**

**SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS**

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

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

29.3 In an effort to assist contractors with compliance attached you will find the following:  
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

**SECTION 30: SUBCONTRACTORS**

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform

the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

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

### **SECTION 31: INTERPRETATION**

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

### **SECTION 32: NON APPROPRIATIONS CLAUSE**

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

### **SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT**

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

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

## **SECTION 34: STORMWATER MANAGEMENT PROGRAM**

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

**SECTION 35: Not used**

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: **112 State Street Basement Ceiling and Floor Repairs**  
Bid Number: **2022-071**

### THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent  
Albany County Department of General Services  
Purchasing Division  
112 State Street, Room 1000  
Albany, NY 12207

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

Date

Number

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

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

**BF1**

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

**BF2**

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: 112 State Street Basement Ceiling and Floor Repairs  
Bid Number: 2022-071

### Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

<b>Lump Sum Base Bid</b>  (Price in Words): _____  (Price in Numbers): \$ _____	_____
<b>10% Contingency Allowance</b>	\$ _____
<b>TOTAL BID (Base Bid + Contingency Allowance)</b>  (Price in Words): _____  (Price in Numbers): \$ _____	_____

BF3

**COUNTY OF ALBANY**

**BID FORM**

**BID IDENTIFICATION:**

Title: 112 State Street Basement Ceiling and Floor Repairs  
Bid Number: 2022-071

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TEL. NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**FEDERAL TAX ID NO.:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE AND TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_



**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
112 STATE STREET BASEMENT CEILING AND FLOOR REPAIRS  
RFB # 2022-071**

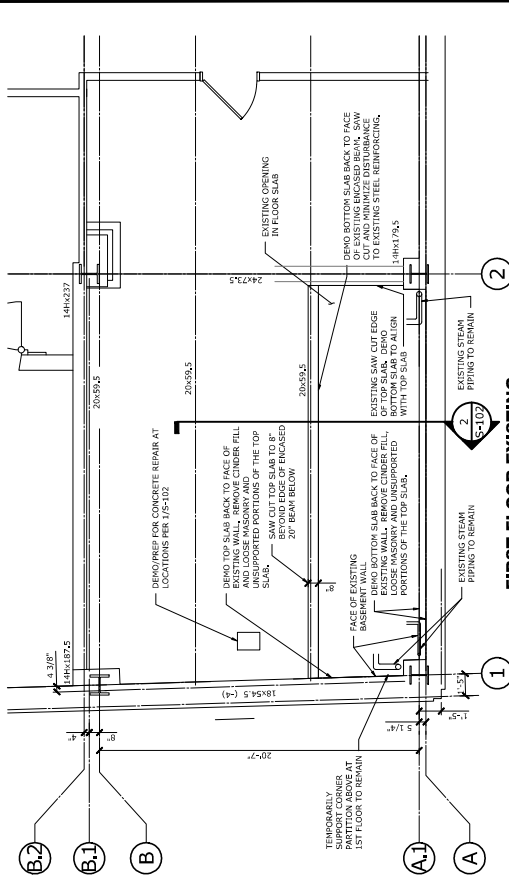
1. GENERAL SUMMARY/SCOPE OF WORK

- 1.1. Repair/replacement of draped mesh cinder concrete floor, exterior masonry wall repairs & waterproofing and perimeter sidewalk replacement along the first floor/basement ceiling of the northwest corner of 112 State Street Office Building, Albany, NY. The scope of work shall include, but is not limited to; the removals of remaining deteriorated floor, placement of new reinforced concrete wall, new reinforced concrete composite deck floor, installation of supplementary steel floor supports, removal/replacement of concrete sidewalks, repair of exterior masonry wall, waterproofing of exterior masonry wall, several basement ceiling overhead concrete patches/repairs, fireproofing assembly to be installed on underside of new composite deck floor & supplemental steel, and all other incidental items as noted on attached **C. T. Male Associates drawings S-101, S-102, S-103 and S-501 dated 5/24/2022**. The General Contractor shall be solely responsible for satisfaction of all requirements described herein, including all attachments, drawings, and addendums. See attached drawings for additional detailed information.
- 1.2. Provide material, labor, equipment, and installation to complete all necessary work as specified herein.
- 1.3. Coordinate all work with the Albany County Department of General Services Facility Engineering Division (ACFE).
- 1.4. Field verify all job conditions and dimensions prior to the start of any construction. Any discrepancies, substitutions or changes shall be brought to the attention of ACFE prior to the start of any construction.
- 1.5. Comply with all necessary OSHA regulations and standards, including but not limited to "PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION".
- 1.6. Start work immediately upon receiving a Notice to Proceed from the County.
- 1.7. A Leased Tenant of 112 State Street Office Building occupies repair/work location on the first floor and Tenant shall remain open for business during the entire construction period. **Their business hours are; Monday & Wednesday 9am – 5pm, Tuesday 9am – 3pm, Thursday & Friday 9am – 6pm, closed Saturday & Sunday**. A temporary wall has been constructed within the Tenant

space to separate the work zone from tenant/public areas. **All work deemed to be disruptive, loud, causing excessive vibrations and interfering with the daily operations of the Tenant, shall be performed during non-business hours.** Contractor shall cooperate with ACFE & Tenant during construction operations to minimize conflicts and enable occupancy. Contractor shall perform the work to minimize interference with day-to-day Tenant operations. Contractor shall not obstruct existing exits, walkways, corridors, and other adjacent occupied or used facilities without written permission from County and authorities having jurisdiction.

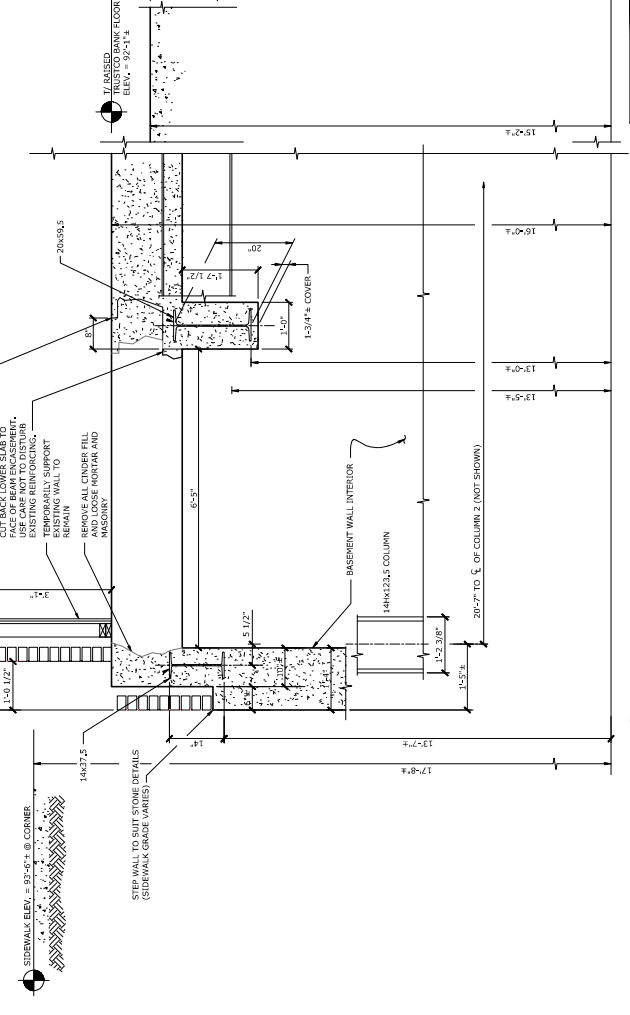
- 1.8. A temporary wall has been constructed within the Tenant space to separate work zone from tenant/public areas. Contractor shall enhance/extend wall to bottom of existing ceiling, provide additional barriers, etc. to prevent any dust and/or debris from entering Tenant space. At all times, Contractor shall provide necessary controls to ensure Tenant space remains isolated from work zone.
- 1.9. Contractor shall be responsible for keeping all areas of the work site free from rubbish and the accumulation of waste materials. Construction waste and debris shall be moved off site in a timely manner.
- 1.10. Limit use of premises to work in areas indicated, and do not disturb portions of project site beyond areas in which the work is indicated.
- 1.11. Protect adjacent areas from dust and debris resulting from construction activities. All areas shall be left suitable for occupancy before or after scheduled construction is complete for that day.
- 1.12. At all times, Contractor shall provide adequate safety barriers & signage to maintain pedestrian separation from work areas and not allow pedestrians to enter construction areas during construction activities or each night/weekend, when construction is complete or not ongoing for the day.
- 1.13. Provide not less than 72 hours' notice to ACFE of activities that will affect Building/Tenant operations.
- 1.14. Contractor shall obtain a **Sidewalk Permit issued by the City of Albany** for all applicable/required street/sidewalk closures and/or work; all fees paid by Contractor.
- 1.15. Prior to commencing specified sidewalk work, **Contractor shall contact NYS DIGSAFE 811 to obtain callouts/markings** of subsurface utilities within entire work area as noted on drawings.

- 1.16. Obtain necessary building permits from the **Albany County Office of Code Enforcement** prior to beginning work. Contractor shall be solely responsible for scheduling Code inspections.



**FIRST FLOOR EXISTING CONDITIONS/DEMOLITION PLAN**  
 SCALE: 3/4" = 1'-0"  
 CROSS-REFERENCE: NONE

- DEMOLITION NOTES:**
- DEFINITIONS:
    - REMOVE EACH ITEM FROM EXISTING CONSTRUCTION AND DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE SALVAGED OR REINSTALLED.
    - REMOVE EACH ITEM FROM EXISTING CONSTRUCTION AND DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE SALVAGED OR REINSTALLED.
    - REMOVE AND REINSTALL EACH ITEM FROM EXISTING CONSTRUCTION, IN A MANNER TO PREVENT DAMAGE, PREPARE FOR REUSE, AND REINSTALL WHERE INDICATED.
    - REMOVE AND REINSTALL EACH ITEM FROM EXISTING CONSTRUCTION, IN A MANNER TO PREVENT DAMAGE, PREPARE FOR REUSE, AND REINSTALL WHERE INDICATED.
    - DISASSEMBLE TO REMOVE BY DISASSEMBLING OR DETACHING AN ITEM FROM A SURFACE, USING CAREFUL METHODS AND EQUIPMENT TO PREVENT DAMAGE TO THE ITEM AND SURFACES; DISPOSING OF ITEMS UNLESS INDICATED TO BE SALVAGED OR REINSTALLED.
  - EXISTING ITEMS TO REMAIN: PROTECT CONSTRUCTION INDICATED TO REMAIN AGAINST DAMAGE AND SOILING DURING SELECTIVE DEMOLITION, AND REINSTATE IN THEIR ORIGINAL LOCATIONS AFTER SELECTIVE DEMOLITION.
    - PROTECT STORAGE LOCATION DURING SELECTIVE DEMOLITION.
    - PROTECT STORAGE LOCATION DURING SELECTIVE DEMOLITION.
  - EXISTING SERVICES/SYSTEMS TO BE REMOVED, RELOCATED, OR ABANDONED: LOCAL, IDENTIFY, DISCONNECT, AND SEAL, OR CAP OFF UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED, OR ABANDONED.
    - OWNER WILL ARRANGE TO SHUT OFF INDICATED SERVICES.
    - OWNER WILL ARRANGE TO SHUT OFF INDICATED SERVICES.
    - IF SERVICES/SYSTEMS ARE REQUIRED TO BE REMOVED, RELOCATED, OR ABANDONED, PROVIDE TEMPORARY SERVICES/SYSTEMS THAT BYPASS AREA OF SELECTIVE DEMOLITION AND THAT MAINTAIN CONTINUITY OF SERVICES/SYSTEMS TO OTHER PARTS OF BUILDING.
  - TEMPORARY PROTECTION: PROVIDE TEMPORARY BARRIERS AND OTHER PROTECTION REQUIRED TO PREVENT HARM TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN.
    - PROTECT WALLS, CEILINGS, FLOORS, AND OTHER EXISTING FINISH WORK THAT ARE TO REMAIN OR THAT ARE EXPOSED DURING SELECTIVE DEMOLITION OPERATIONS.
    - COVER AND PROTECT FURNITURE, FURNISHINGS, AND EQUIPMENT THAT HAVE NOT BEEN REMOVED.
  - REMOVE DEMOLITION WASTE MATERIALS FROM PROJECT SITE AND DISPOSE OF THEM IN AN EPA-APPROVED CONSTRUCTION AND DEMOLITION WASTE LANDFILL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION.
    - REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
    - REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
  - REVIEW PROJECT RECORD DOCUMENTS OF EXISTING CONSTRUCTION OR OTHER EXISTING CONDITION INFORMATION PROVIDED BY OWNER. OWNER DOES NOT GUARANTEE THAT EXISTING CONDITIONS ARE SAME AS THOSE INDICATED IN PROJECT RECORD DOCUMENTS.
    - NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH SELECTIVE DEMOLITION.
  - HAZARDOUS MATERIALS ARE PRESENT IN BUILDINGS AND STRUCTURES TO BE SELECTIVELY DEMOLISHED. IF THE CONTRACTOR ENCOUNTERS A HAZARDOUS MATERIAL OR SUBSTANCE NOT ADDRESSED IN THE CONTRACT DOCUMENTS AND BIDDING, (PCB), (ENCOUNTERED ON THE SITE BY THE CONTRACTOR, THE CONTRACTOR SHALL, UPON RECOGNIZING THE CONDITION, IMMEDIATELY STOP WORK IN THE AFFECTED AREA AND NOTIFY THE OWNER AND ARCHITECT OF THE CONDITIONS.



**EXISTING CONDITIONS/DEMOLITION SECTION**  
 SCALE: 3/8" = 1'-0"  
 CROSS-REFERENCE: 1/65-01

DATE	REVISIONS RECORD/DESCRIPTION	DRAWN/CHECKED	APPR.

**EXISTING-DEMOLITION PLAN AND SECTION**

112 STATE STREET  
 BASEMENT CEILING AND FLOOR REPAIRS

CITY OF ALBANY  
 ALBANY COUNTY, NY

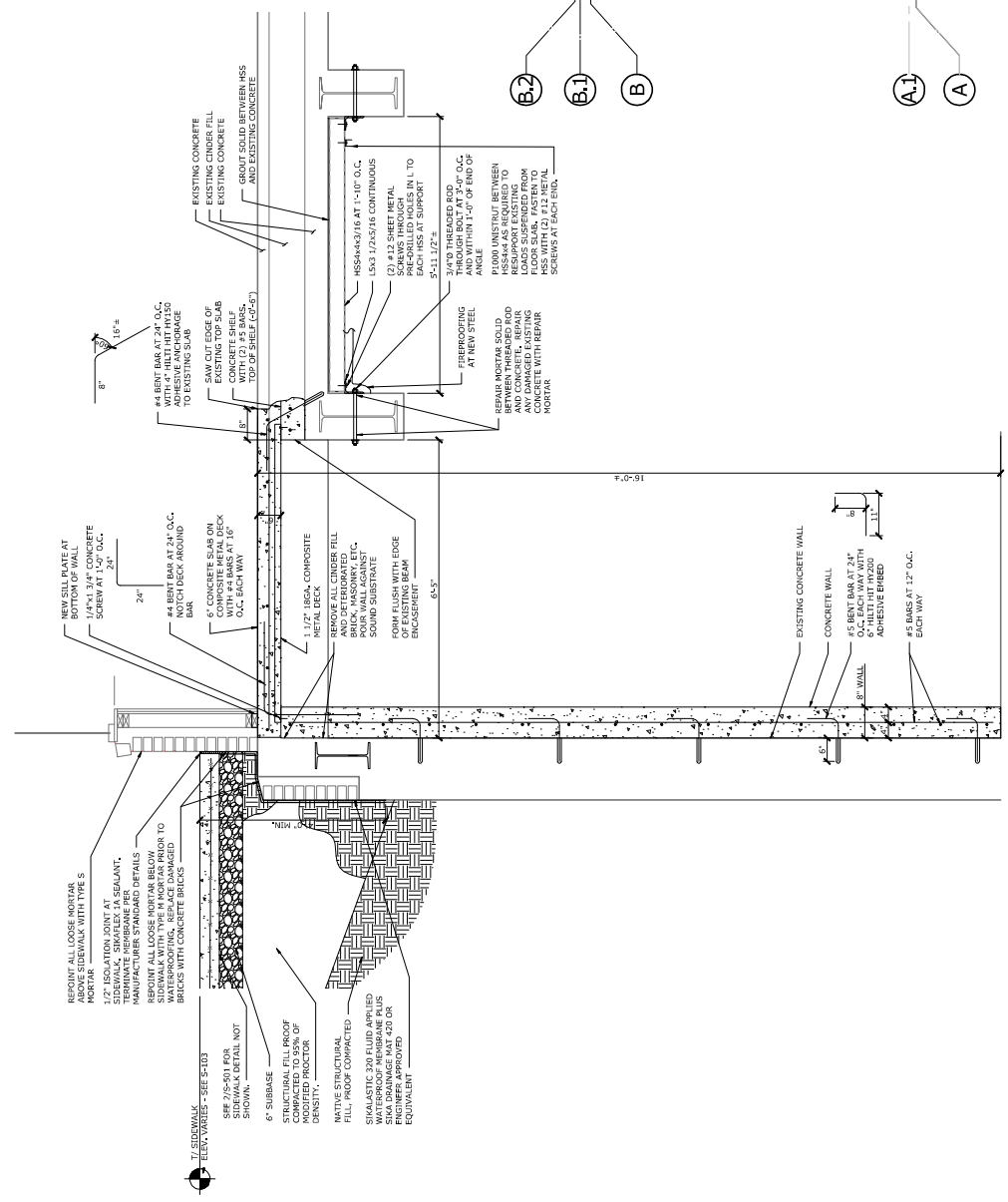
**S-101**  
 Engineering, Surveying, Architecture, Landscape Architecture & Geology, P.C.  
 50 CLEMENS AVENUE, SUITE 200  
 COOPERVILLE, NY • GLEN FALLS, NY • FLORENCEVILLE, NY  
 BOSTON, NY • REHOBOTH, NY • SPRINGFIELD, NY

DESIGNER: MMC  
 CHECKED: CMS  
 SCALE: AS NOTED  
 DATE: 5/24/22

NOTE:  
 INFORMATION TAKEN FROM DRAWING TITLED "FRANKLIN ACADEMY" PREPARED BY COUNTY OF ALBANY,  
 DEPARTMENT OF GENERAL SERVICES DIVISION OF FACILITIES ENGINEERING DATED MARCH 2022. CONTRACTOR SHALL  
 FIELD VERIFY ALL EXISTING DIMENSIONS.

**GENERAL NOTES:**

1. ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF LOCAL AND STATE BUILDING AND SAFETY CODES, AND ALL GOVERNING AGENCIES HAVING JURISDICTION.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES AND COMPLY WITH THE CONDITIONS OF ALL THE PERMIT APPROVALS, OBTAIN AND PAY FOR AND MAINTAIN ALL NECESSARY INSURANCE COVERAGE, AND OBTAIN ALL NECESSARY TO COMPLETE THE WORK AND ARRANGE FOR AND PAY FOR NECESSARY INSPECTIONS AND APPROVALS FROM THE AUTHORITIES HAVING JURISDICTION.
3. ALL WORK SHALL BE PERFORMED BY TRADESMEN SKILLED IN THEIR RESPECTIVE TRADES IN ACCORDANCE WITH THE BEST PRACTICE OF THE TRADE AND IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MATERIALS, MANUFACTURERS, LEVELS, SPACE REQUIREMENTS, POTENTIAL CONFLICTS WITH OTHER TRADES, ETC.
4. EACH CONTRACTOR SHALL OBTAIN AND VERIFY EXACT LOCATIONS, MEASUREMENTS, LEVELS, SPACE REQUIREMENTS, POTENTIAL CONFLICTS WITH OTHER TRADES, ETC. AT THE SITE AND SHALL SATISFACTORILY ADAPT THEIR WORK TO THE ACTUAL CONDITIONS AT THE BUILDING.
5. IN CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS, OR WITHIN EITHER DOCUMENT NOT CLARIFIED BY ADDENDUM, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED.
6. REVIEW PROJECT RECORD DOCUMENTS OF EXISTING CONSTRUCTION PROVIDED BY OWNER. OWNER DOES NOT GUARANTEE THAT EXISTING CONDITIONS ARE SAME AS THOSE INDICATED IN PROJECT RECORD DOCUMENTS.
7. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL SITE, FIELD AND BUILDING CONDITIONS PRIOR TO SUBMITTING BIDS AND COMMENCING WORK. IF THERE ARE ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS, CONSULT WITH THE OWNER AND ARCHITECT FOR RESOLUTION.
8. WHEN UNANTICIPATED MECHANICAL, ELECTRICAL OR STRUCTURAL ELEMENTS THAT CONFLICT WITH THE INTENDED FUNCTION OR DESIGN ARE ENCOUNTERED, INVESTIGATE AND PRESERVE THE NATURE AND EXTENT OF CONFLICT. PROMPTLY NOTIFY OWNER PRIOR TO PROCEEDING WITH THE WORK.
9. REMOVE EXISTING CONSTRUCTION TO THE EXTENT REQUIRED TO PROVIDE NEW CONSTRUCTION AS DETAILED UNLESS OTHERWISE NOTED. AN PENETRATIONS OF FIRE-RATED WALL, CEILING, OR FLOOR CONSTRUCTION, COMPLETELY SEAL Voids WITH FIRE-RATED MATERIALS, FULL THICKNESS OF THE CONSTRUCTION ELEMENTS, MAINTAIN INTEGRITY OF ALL EXISTING FIRE ASSEMBLIES ENCOUNTERED.
10. MONITORING OF WORK SUCH AS CUTTING, BLOCKING, TRIP, ETC., SHALL BE PERFORMED AS REQUIRED TO MAKE THE WORK COMPLETE AND SECURE WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS.
11. THE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS MAINTENANCE AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS, INCLUDING ALL THOSE REQUIRED BY LAW IN CONNECTION WITH PERFORMANCE OF THE CONTRACT.
12. THE CONTRACTOR SHALL KEEP THE PREMISES AND SURROUNDING AREA FREE FROM ACCUMULATION OF DEBRIS AND TRASH RELATED TO THE WORK.
13. DATUM EQUALS TOP OF FIRST CONCRETE FLOOR SLAB WHERE INDICATED EQUALS F.L. 0'-0".
14. SUBSTITUTIONS WILL BE MADE ON AIT OR EQUIVALENT BASIS AND ARE TO BE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL NOTIFY THIS ENGINEER OF THE PROPOSED SUBSTITUTION, AND IS RESPONSIBLE FOR DEMONSTRATING THE EQUIVALENCE OF THE PROPOSED SUBSTITUTION TO THE SATISFACTION OF THIS ENGINEER.



**FLOOR AND WALL REPAIR PLAN**

DATE: 11/15/22  
DRAWN BY: CHS  
CHECKED BY: CHS  
CROSS REFERENCE: 1/8-101

**FLOOR AND WALL REPAIR DETAILS**

DATE: 11/15/22  
DRAWN BY: CHS  
CHECKED BY: CHS  
CROSS REFERENCE: 1/8-101

NO.	DATE	REVISIONS RECORD/DESCRIPTION	DRAWN BY	CHECKED BY	APPROVED BY
1	11/15/22	ISSUED FOR PERMIT	CHS	CHS	CHS
2					
3					
4					
5					
6					
7					
8					
9					
10					

112 STATE STREET  
 BASEMENT CEILING AND FLOOR REPAIRS  
 CITY OF ALBANY  
 DESIGNER: MMC  
 DRAFTED: CHS  
 CHECKED: CHS  
 PROD. NO.: 211824  
 SCALE: AS NOTED  
 DATE: 5/24/22

ENGINEER: CHS  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 11111  
 STATE OF NEW YORK

112 STATE STREET  
 BASEMENT CEILING AND FLOOR REPAIRS  
 CITY OF ALBANY  
 DESIGNER: MMC  
 DRAFTED: CHS  
 CHECKED: CHS  
 PROD. NO.: 211824  
 SCALE: AS NOTED  
 DATE: 5/24/22

112 STATE STREET  
 BASEMENT CEILING AND FLOOR REPAIRS  
 CITY OF ALBANY  
 DESIGNER: MMC  
 DRAFTED: CHS  
 CHECKED: CHS  
 PROD. NO.: 211824  
 SCALE: AS NOTED  
 DATE: 5/24/22

112 STATE STREET  
 BASEMENT CEILING AND FLOOR REPAIRS  
 CITY OF ALBANY  
 DESIGNER: MMC  
 DRAFTED: CHS  
 CHECKED: CHS  
 PROD. NO.: 211824  
 SCALE: AS NOTED  
 DATE: 5/24/22

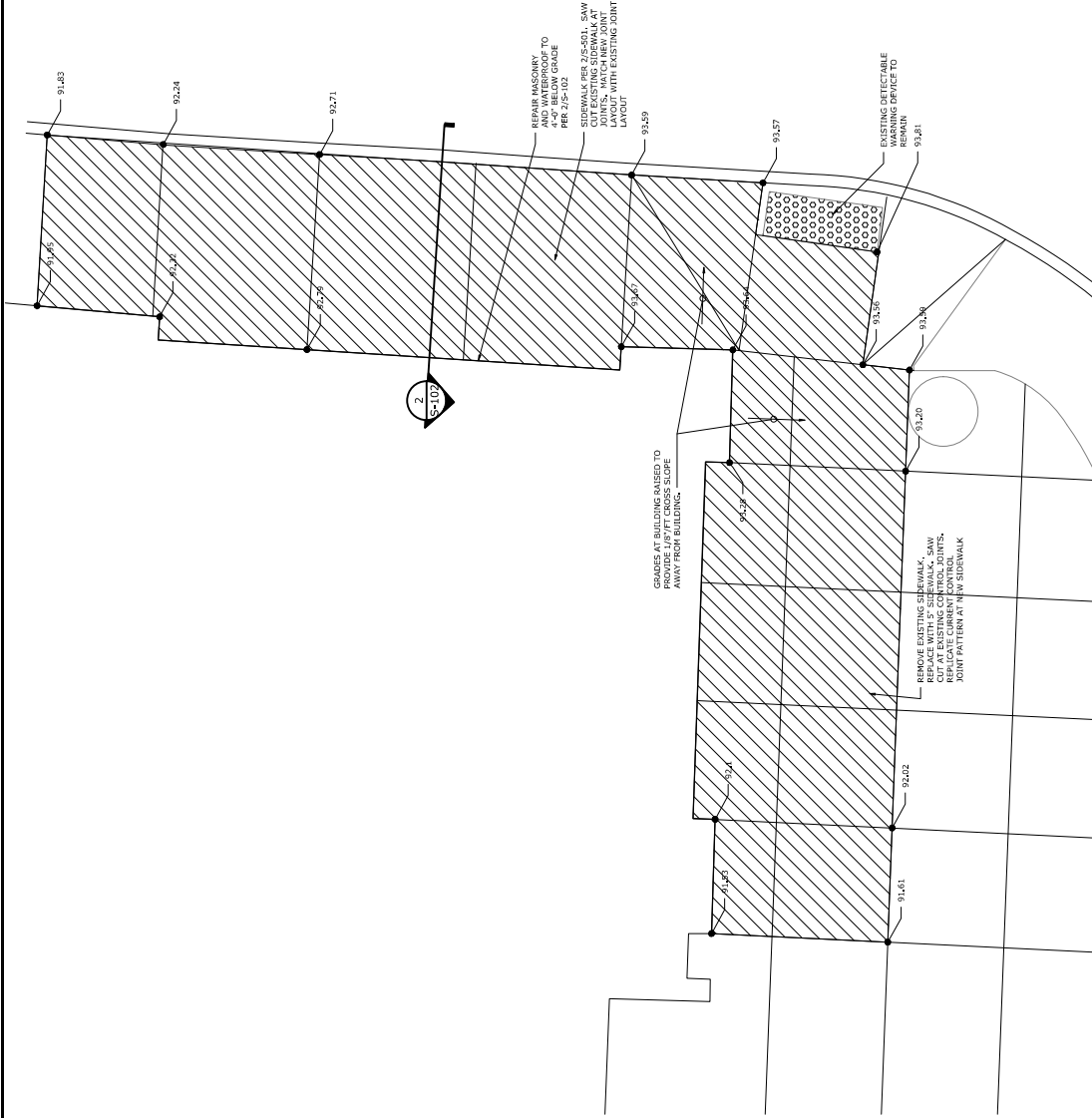
112 STATE STREET  
 BASEMENT CEILING AND FLOOR REPAIRS  
 CITY OF ALBANY  
 DESIGNER: MMC  
 DRAFTED: CHS  
 CHECKED: CHS  
 PROD. NO.: 211824  
 SCALE: AS NOTED  
 DATE: 5/24/22

ALBANY COUNTY, NY  
**S-102**  
 SHEET 02 OF 04  
 DWG. NO. 22-0372

**C-T. MALE ASSOCIATES**  
 Engineering, Surveying Architecture, Landscape Architecture & Geospatial Data  
 50 CENTRAL AVENUE, SUITE 200  
 COBENHILL, NY • 12518, NY • 518-862-2100  
 COBENHILL, NY • 12518, NY • 518-862-2100

**NOTES**

1. TOPOGRAPHIC INFORMATION SHOWN HEREON WAS COMPILED FROM AN ACTUAL FIELD SURVEY CONDUCTED ON APRIL 19, 2022.
2. NORTH ORIENTATION IS APPROXIMATE.
3. VERTICAL DATUM SHOWN HEREON IS AN ASSUMED ELEVATION.
4. THE LOCATION OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY EXIST, OR AS SHOWN HEREON, ARE NOT CERTIFIED. THERE MAY BE UNDERGROUND UTILITIES, LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE PROPOSER PRIOR TO ANY CONSTRUCTION. THE PROPOSER SHALL BE NOTIFIED PRIOR TO CONDUCTING TEST TRENCHES, EXCAVATION AND CONSTRUCTION.
5. NO ATTEMPT WAS MADE TO LOCATE ANY UNDERGROUND UTILITIES.



**1** **SIDEWALK REMOVAL/REPLACEMENT**  
 SCALE: 1/8" = 1'-0"  
 CROSS REFERENCE: 1/5-01

DATE	REVISIONS RECORD/DESCRIPTION	DRAWN/CHECK	APPR.

112 STATE STREET  
 ALBANY COUNTY, NY

**BASEMENT CEILING AND FLOOR REPAIRS**

CITY OF ALBANY

**C.T. MALE ASSOCIATES**  
 Engineering, Surveying Architecture, Landscape Architecture & Geology, D.P.C.  
 50 CLEGG FALLS, NY • 12038  
 COOPERVILLE, NY • 12515  
 BONEVILLE, NY • 12506  
 www.ctmale.com

**S-103**  
 SHEET 03 OF 04  
 DWG. NO. 22-0372

DESIGNER: MMC  
 CHECKED: CMS  
 PROD. NO: 21-1824  
 SCALE: AS NOTED  
 DATE: 5/24/22



**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? \_\_\_\_\_ years
  
2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

---

---

---

---

---

---

---

---

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

---

---

---

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

---

---

---

---

BQ2

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

---

---

---

---

---

7. Do you plan to sublet any part of this work? If so, give details.

---

---

---

---

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

---

---

---

---

BQ3

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

---

---

---

---

---

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

\_\_\_\_\_

Correct Name of Bidder

(a) The business is a: \_\_\_\_\_

(b) The address of principal place of business is: \_\_\_\_\_

---

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

---

---

---

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

11. Is your firm qualified to do business in the State of New York? Yes \_\_\_\_ No \_\_\_\_.  
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

\_\_\_\_\_  
Firm

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Typed)

**ATTACHMENT "G"**  
**NON-INTERRUPTION OF WORK AGREEMENT**

By submission of the bid for:

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing Div  
Maureen Shea, Specification Technician  
112 State street  
Room 1000  
Albany NY 12207

Schedule Year 2021 through 2022  
Date Requested 05/20/2022  
PRC# 2022005764

Location County Office Building  
Project ID# RFB-2022-071  
Project Type The basement ceiling and floor need repairs at 112 State Street in the basement due to water damage

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_



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

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> <li>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</li> <li>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</li> <li>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</li> <li>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</li> <li>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</li> <li>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</li> <li>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</li> <li>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</li> <li>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> <li>1. federal, state or local health laws, rules or regulations.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES <sup>1</sup> HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?          Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> <li>a) file returns or pay any applicable federal, state or city taxes?  <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></li> <li>b) file returns or pay New York State unemployment insurance?  <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></li> <li>c) Property Tax  <i>Indicate the years the vendor failed to file.</i></li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES <sup>1</sup> WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?          Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES<sup>1</sup>:  Yes  No

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

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

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

**ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:                    )  
                                  ) ss:  
County of:                 )

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner \_\_\_\_\_

Address

Printed Name of Signatory \_\_\_\_\_

City, State, Zip

Title

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**County of Albany**  
**Article SC19- Affirmative Action Plan**

**STATEMENT OF POLICY**

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

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

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

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

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

## **ADMINISTRATION**

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

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

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

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

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

### **• CONTRACTOR'S RESPONSIBILITIES**

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

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

### **• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

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

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

### **• COMPLIANCE**

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

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

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

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

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

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

## **SANCTIONS**

### **SC-19.5.1**

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

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

## **STANDARDS**

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

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



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

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

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

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

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

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

**County Of Albany**  
**Criteria for Establishing Good Faith Effort**

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

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

County of Albany  
Department of Affirmative Action  
Compliance Forms

COUNTY OF ALBANY  
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

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

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Contract Description: \_\_\_\_\_

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

**Joint Venture**

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

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Federal ID No: \_\_\_\_\_

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

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

**Sub-contractor Performance**

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

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

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

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

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

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

**SUBMIT MONTHLY**

FORM C

**County of Albany  
Monthly Utilization Report**

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

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Reporting Period: \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
<b>Total(s)</b>				

Information provided by (please print): \_\_\_\_\_ Date: \_\_\_\_\_  
(See over for instructions)

**M/W/DBE Payments**

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

**INSTRUCTIONS**

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

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

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

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



### Waiver Request for Subcontracting and/or Labor Performance

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

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Contract Type/Number: \_\_\_\_\_ Project Cost: \_\_\_\_\_

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

Actions taken to include minority/women labor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Request Waiver of Minority Subcontractor Participation Goal. Please explain:**  
\_\_\_\_\_  
\_\_\_\_\_

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

Name (please print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_



## EASTERN CONTRACTORS ASSOCIATION, INC.

6 AIRLINE DRIVE, ALBANY, NEW YORK 12205-1095 • (518) 869-0961 • FAX: (518) 869-2378

April 1, 2022

To Whom It May Concern:

This letter is written on behalf of Murnane Construction Services, Inc. Please be advised that Murnane is signatory to labor agreements with the North Atlantic States Regional Council of Carpenters, Laborers Local Nos. 157 & 190 and Bricklayers Local No. 2.

The collective bargaining agreements contain provisions establishing Joint Apprenticeship Programs. The programs are administered by the New York State Department of Labor Bureau of Apprentice Training. Apprentices are registered with the same agency.

By virtue of Murnane being signatory to the above-mentioned collective bargaining agreements they are covered by New York State approved apprenticeship programs.

Based on information shared with us by the Laborers, Carpenters and Bricklayers, I can attest that the graduation rates for their programs are all over 30%.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd G. Helfrich', with a stylized flourish at the end.

Todd G. Helfrich  
President and CEO



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

June 1, 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 an agreement with K5 Corporation for the annual striping of County highways for an amount not to exceed \$320,812.80. Due to the increased gasoline/diesel pricing along with the shortage of water based paint, the cost of striping roads has doubled from last year. We only received one bid for this project. The previous contractor that we have worked with over the past three years did not bid because of too many unknowns. Due to the departments current budget amount of \$205,262.00 (D5020.4004 Road Striping), a Budget Amendment of \$116,104.00 (attached) is needed to cover the additional cost of this agreement.

If 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-3230, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment and Contract Authorization for the Paint Striping of Albany County Roadways

Date:	March 22, 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.: D95020.44004 Road Striping \$116,104.00  
Source of Funds: Various - See Attached  
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):

K5 Corporation  
9 Rockview Way  
Rockland, MA 02370

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$320,812.80  
Scope of Services: Paint Striping of Various County Roads

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

**CONCERNING ALL REQUESTS**

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

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

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: D95020.44004 Road Striping

Appropriation Amount: \$321,366.00

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) 7/1/2022-6/30/2023

Length of Contract: Click or tap here to enter text.

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 an agreement with K5 Corporation for the annual striping of County highways for an amount not to exceed \$320,812.80. Due to the increased gasoline/diesel pricing along with the shortage of water based paint, the cost of striping roads has doubled from last year. We only received one bid for this project. The previous contractor that we have worked with over the past three years did not bid because of too many unknowns. Due to the departments current budget amount of \$205,262.00 (D95020.44004 Road Striping), a Budget Amendment of \$116,104.00 (attached) is needed to cover the additional cost of this agreement.

APPROPRIATIONS										
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	DEPARTMENT NAME
D 95110 1 7212 590020	EQUIPMENT OPERATOR I		\$22,478.00	\$38,755.00	DPW					
D 95110 1 7212 590023	EQUIPMENT OPERATOR I		\$22,206.00	\$40,374.00	DPW					
D 95110 1 7212 590043	EQUIPMENT OPERATOR I		\$2,282.00	\$45,633.00	DPW					
D 95110 1 7215 590066	EQUIPMENT OPERATOR II		\$14,095.00	\$46,981.00	DPW					
D 95110 1 7205 590116	HIGHWAY FOREMAN II		\$8,864.00	\$53,591.00	DPW					
D 95020 1 3603 580009	SENIOR ENGINEERING TECH.		\$24,127.00	\$53,051.00	DPW					
D 95020 1 3605 580013	ENGINEERING TECH.		\$13,800.00	\$46,596.00	DPW					
D 95110 8 9030 10000	SOCIAL SECURITY		\$5,350.00	\$254,588.00	DPW					
D 95020 8 9030 10000	SOCIAL SECURITY		\$2,902.00	\$37,187.00	DPW					
D 95020 4 4004 10000	ROAD STRIPING	\$116,104.00		\$321,366.00	DPW					
	TOTAL APPROPRIATIONS	\$116,104.00						\$116,104.00		
ESTIMATED REVENUES										
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	DEPARTMENT NAME
	TOTAL ESTIMATED REVENUES									
	GRAND TOTALS	\$116,104.00	\$116,104.00					\$116,104.00	\$116,104.00	



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL  
PURCHASING AGENT

## MEMORANDUM

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

**FROM:** Pamela O Neill *Pamela*  
Purchasing Agent

**DATE:** May 9, 2022

**RE:** RFB#2022-037 Pavement Striping on Albany County Roadways

---

I am in receipt of your recommendation to award the aforementioned to K5 Corporation in the amount of \$320,812.80.

As K5 Corporation is the lowest responsible and responsive 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.





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, PE  
COMMISSIONER

## RECOMMENDATION NOTICE

**TO:** Karen Storm, Purchasing Agent

**FROM:** Lisa M. Ramundo, Commissioner

**DATE:** May 9, 2022

**RE:** RFB #2022-037  
Pavement Striping on Albany County Roadways

---

Based on the one (1) bid received for the departments Pavement Striping of Various County Roads, I concur with our Engineering Office and recommend the award go to the only bidder, K5 Corporation, for an amount not to exceed \$320,812.80.

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



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, PE  
COMMISSIONER

## *Memorandum*

---

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, CEI

DATE: March 31, 2022

RE: RFB #2022-037  
Pavement Striping on Albany County Roadways

Having reviewed the one (1) bid proposal for Pavement Striping, I would like to recommend K5 Corporation, be awarded the bid not to exceed \$320,812.80.

Please let me know if you have any questions.

WA:ct

**NOTICE TO PROPOSERS -- ALBANY COUNTY  
REQUEST FOR BIDS #2022-037**

Sealed BIDS for **Painting Traffic Lines on Albany County Roadways** as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 a.m. local time on Thursday, March 31, 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 (March 17, 2022).

Karen A. Storm  
Purchasing Agent

Dated: March 11, 2022  
Albany, New York

PUBLISH ONE DAY – MARCH 17, 2022 -- THE EVANGELIST  
PUBLISH ONE DAY – MARCH 17, 2022 -- THE TIMES UNION

**COUNTY OF ALBANY**  
**PAINTING OF TRAFFIC LINES**  
**RFB#2022-037**  
**ADDENDUM#1**

March 30, 2022

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 30th day of March 2022, in connection with the Request for Bids #2022-037 Painting of Traffic Lines as requested by the Albany County Department of Public Works.

**COUNTY OF ALBANY**

**RFB#2022-037  
Painting of Traffic Lines**

**ADDENDUM #1**

*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.

**End of Addendum #1**

**BID PROPOSAL FORM  
RFB # 2022-037**

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS  
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils	\$0.062 / FOOT	2,798,400 FEET	\$173,500.80
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils	\$0.062 / FOOT	2,376,000 FEET	\$147,312.00
	<b><u>TOTAL BASE BID</u></b>			\$320,812.80
	<b>OPTIONAL SERVICES UNIT PRICES ONLY</b>			
640.11	8" Wide Yellow Hatch Line	\$0.75 / FOOT	1,604 FEET	\$1,203.00
640.11	12" Wide Yellow Hatch Line	\$1.00 / FOOT	1,085 FEET	\$1,085.00
640.11	24" Wide Yellow Hatch Line	\$2.00 / FOOT	1,000 FEET	\$2000.00
640.10	8" Wide White Crosswalk	\$0.75 / FOOT	250 FEET	\$187.50
640.10	12" Wide White Crosswalk	\$1.00 / FOOT	500 FEET	\$500.00
640.12	8' High White Word "STOP"	\$90.00 / EACH	2	\$180.00
640.10	16" Wide White Stop Bars	\$1.50 / FOOT	500 FEET	\$750.00
640.13	8' High White Right or Left Arrows	\$45.00 / EACH	50	\$2,250.00
640.12	8' High White Word "ONLY"	\$60.00 / EACH	5	\$300.00
688.01	Stop Bars	\$1.00 / FOOT	800 FEET	\$800.00
688.04	Arrows	\$4.00 / FOOT	800 FEET	\$3,200.00
688.03	Only	\$6.00 / FOOT	25 FEET	\$150.00
688.04	8' High White Symbol "RR"	\$100.00 / EACH	2	\$200.00

BIDDER NAME:           K5 Corporation

**BID PROPOSAL FORM  
RFB # 2022-037**

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS  
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST
	<b>PARKING LOTS (PAINTED WITH NO GLASS BEADS)</b>			
640.20	White Paint Pavement Stripes - 20 mils	\$1.00 / FOOT	2,000 FEET	\$2,000.00
640.21	Yellow Paint Pavement Stripes - 20 mils	\$1.00 / FOOT	200 FEET	\$200.00
640.25	4' High Blue Handicap Symbol	\$85.00 / EACH	1	\$85.00
640.23	8' High White Right or Left Arrows	\$32.00 / EACH	7	\$224.00
640.23	10' High White Straight Arrows	\$40.00 / EACH	2	\$80.00
640.22	8' High White Word "NO PARKING"	\$300.00 / EACH	3	\$900.00
	Grinding existing preformed reflectorized pavement markings	\$1.75 / SQ FT	3,000 SF	\$5,250.00

BIDDER NAME:           K5 Corporation

**BID PROPOSAL FORM**  
**RFB # 2022-037**  
**ROAD STRIPING OF ALBANY COUNTY ROADWAYS**  
**ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Town of Bethlehem (Est Qty)	Town of Bethlehem (Total Cost)	Town of Colonie (Est Qty)	Town of Colonie (Total Cost)
640.10	White Paint ReflectORIZED Pavment Markings - 15 mils	\$0.062/FOOT	279,840 FEET	\$17,350.08	823,680 FEET	\$51,068.16
640.11	Yellow Paint ReflectORIZED Pavment Markings - 15 mils	\$0.062/FOOT	279,840 FEET	\$17,350.08	823,680 FEET	\$51,068.16
ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Town of Guilderland (Est Qty)	Town of Guilderland (Total Cost)	Town of New Scotland (Est Qty)	Town of New Scotlan (Total Cost)
640.10	White Paint ReflectORIZED Pavment Markings - 15 mils	\$0.062/FOOT	580,800 FEET	\$36,009.60	95,040 FEET	\$5,892.48
640.11	Yellow Paint ReflectORIZED Pavment Markings - 15 mils	\$0.062/FOOT	612,480 FEET	\$37,973.76	158,400 FEET	\$9,820.80
ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Village of Voorheesville (Est Qty)	Village of Voorheesville (Total Cost)		Total Cost (All Municipalities)
640.10	White Paint ReflectORIZED Pavment Markings - 15 mils	\$0.062/FOOT	2,640 FEET	\$163.68		\$110,484.00
640.11	Yellow Paint ReflectORIZED Pavment Markings - 15 mils	\$0.062/FOOT	21,120 FEET	\$1,309.44		\$117,522.24

Total Cost of All Municipalities \$228,006.24



# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways  
Bid Number: #2022-037

COMPANY: K5 Corporation

ADDRESS: 9 Rockview Way

CITY, STATE, ZIP: Rockland,MA , 02370

TEL. NO.: 781-982-9229

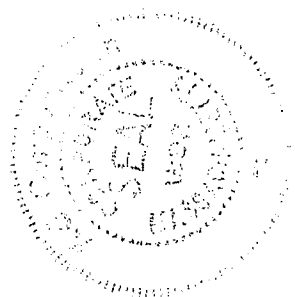
FAX NO.: 781-982-9226

FEDERAL TAX ID NO.: 04-3147908

REPRESENTATIVE: Kathy DeLong

SIGNATURE AND TITLE  President

DATE 03/29/2022



**RESOLUTION NO. 231**

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

Introduced: 6/10/19  
By Public Works Committee:

WHEREAS, After an RFB process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712 regarding material, labor and equipment necessary for the striping of Albany County roadways in an amount not to exceed \$183,771, at the unit costs set forth for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars.	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes -20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

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

June 1, 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 James H. Maloy, Inc. for the Construction of Gifford Hollow Road over Tributary to the Switzkill Culvert Rehabilitation Project in the Town of Berne.

The work includes: Rehabilitation of the existing culvert, consisting of repairs to the deteriorated fascia to the extent determined by non-destructive testing methods. The repairs shall include drilling and grouting in new rebar as required to attach the new concrete to the existing culvert. The concrete barriers are to be removed and new rail is to be installed. Stream work will include regrading of the stream channel. Road striping and new signs will also be installed.

The County Purchasing Agent received only one (1) bid for this project. Our engineering staff along with the County's hired Consultant reviewed the bid and recommended the award of this contract to James H. Maloy, Inc. The total contract amount shall not exceed \$515,000.00.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo  
Commissioner

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3379, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with James H. Maloy, Inc. for Construction of Gifford Hollow Road

Date:	June 1, 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):

James H. Maloy, Inc.  
421 Albany Shaker Road  
PO Box 11016  
Loudonville, NY 12211

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$515,000.00  
Scope of Services: Culvert Rehabilitation Project

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

**CONCERNING ALL REQUESTS**

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

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Bond HHT8

Appropriation Amount: \$515,000.00

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) 8/1/22-11/30/22

Length of Contract: 4 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 James H. Maloy, Inc. for the Construction of Gifford Hollow Road over Tributary to the Switzkill Culvert Rehabilitation Project in the Town of Berne.

The work includes: Rehabilitation of the existing culvert, consisting of repairs to the deteriorated fascia to the extent determined by non-destructive testing methods. The repairs shall include drilling and grouting in new rebar as required to attach the new concrete to the existing culvert. The concrete barriers are to be removed and new rail is to be installed. Stream work will include regrading of the stream channel. Road striping and new signs will also be installed.

The County Purchasing Agent received only one (1) bid for this project. Our engineering staff along with the County's hired Consultant reviewed the bid and recommended the award of this contract to James H. Maloy, Inc. The total contract amount shall not exceed \$515,000.00.



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:** June 1, 2022

**RE:** RFB #2022-002  
Gifford Hollow Road  
over the Tributary to the Switzkill  
Culvert Rehabilitation Project

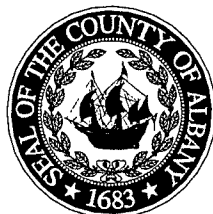
---

Upon review of the one (1) RFB received for the above referenced project, I would like to recommend the award of this contract to James H. Maloy, Inc. in an amount not to exceed \$515,000.00.

I have attached a copy of our Engineering Divisions recommendation.

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

LMR:ct



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

## Memorandum

---

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: June 1, 2022

RE: RFB#2022-002  
Gifford Hollow Road  
over Tributary to the Switzkill  
Culvert Rehabilitation Project

After reviewing the one (1) bid received for the above referenced project, we recommend the project be awarded to James H. Maloy Inc.

Please let me know if you have any questions.

WA:ct





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

PAMELA O NEILL  
PURCHASING AGENT

**MEMORANDUM**

**TO:** Lisa Ramundo  
Public Works

**FROM:** Pamela O Neill *P. Neill*  
Purchasing Agent

**DATE:** June 2, 2022

**RE:** RFB #2022-002

---

I am in receipt of your recommendation to award the aforementioned to James H. Maloy, Inc in the amount of \$515,000.00.

As James H. Maloy, Inc. is the lowest responsible and responsive 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.

# MEMORANDUM



ENGINEERS  
PLANNERS  
SURVEYORS

Date: June 01, 2022

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

From: Luke Thompson, PE  
Project Manager  
Creighton Manning Engineering, LLP

Project: Project No. 21-C569 (Bid #2022-002)  
Gifford Hollow Road over Tributary to the Switzkill Culvert Rehabilitation Project  
Town of Berne  
Albany County

Re: Recommendation for Award

---

The subject project was let for construction on May 26, 2022, with one (1) bid received and opened at the Albany County Purchasing Office, 112 State Street, Room 820, Albany, NY at 11:00 AM. The engineer's estimate for the project was \$361,000.00 and the following bid was received:

**Bidders in Rank Order:**

<u>Rank</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	James H. Maloy, Inc.	\$515,000.00

The bid was reviewed and checked, by Luke Thompson, PE, Project Manager, Creighton Manning Engineering, LLP on May 31, 2022.

The bid of **\$515,000.00** as submitted by **James H. Maloy, Inc.** was reviewed and found to be complete and accurate regarding bid documentation and company experience with similar projects.

Based upon the foregoing, the lowest responsible bidder was determined to be **James H. Maloy, Inc.** with a total bid of **\$515.00**.

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

- ( X ) Award the contract to the lowest responsible bidder, **James H. Maloy, Inc.** for the Bid Amount only.
- ( ) Reject all bids

Dated : 2022-06-01

Signature :   
Luke Thompson, PE

**Gifford Hollow Road over Tributary to Switzkill  
Culvert Rehabilitation (BIN: 3300960)  
CME# 121-096; Project ID No. 21-C569, BID# 2022-002  
Albany County, NY**

BID ANALYSIS

Item Number	Description	Unit	Unit Cost	Engineers Estimate		James H. Maloy, Inc.	
				Quantity	Cost	Unit Cost	Total Cost
201.06	CLEARING AND GRUBBING	LS	\$ 10,000.00	1	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	\$ 200.00	3	\$ 600.00	\$ 100.00	\$ 300.00
203.07	SELECT GRANULAR FILL	CY	\$ 100.00	8	\$ 800.00	\$ 150.00	\$ 1,200.00
203.24010017	SHOULDER BACKUP MATERIAL	TON	\$ 75.00	7	\$ 525.00	\$ 100.00	\$ 700.00
206.0201	TRENCH AND CULVERT EXCAVATION	CY	\$ 100.00	8	\$ 800.00	\$ 150.00	\$ 1,200.00
207.20	GEOTEXTILE BEDDING	SY	\$ 2.50	27	\$ 67.50	\$ 15.00	\$ 405.00
402.096104	9.5 FT TOP COURSE HMA, 80 SERIES COMPACTION	TON	\$ 250.00	28	\$ 7,000.00	\$ 800.00	\$ 22,400.00
402.258904	2.5 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	\$ 250.00	21	\$ 5,125.00	\$ 1,100.00	\$ 23,100.00
407.0102	DILUTED TACK COAT	GAL	\$ 30.00	26	\$ 780.00	\$ 70.00	\$ 1,820.00
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	\$ 35.00	278	\$ 9,730.00	\$ 36.00	\$ 10,008.00
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	EACH	\$ 5,000.00	1	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00
555.09	CONCRETE FOR STRUCTURES, CLASS HP	CY	\$ 2,100.00	22	\$ 46,200.00	\$ 3,000.00	\$ 66,000.00
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	LB	\$ 2.50	113	\$ 283.50	\$ 3.00	\$ 339.00
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	LB	\$ 2.50	2722	\$ 6,805.00	\$ 3.40	\$ 9,254.80
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	LF	\$ 350.00	61	\$ 21,350.00	\$ 675.00	\$ 41,175.00
568.70	TRANSITION BRIDGE RAILING	LF	\$ 210.00	128	\$ 26,880.00	\$ 400.00	\$ 51,200.00
580.01	REMOVAL OF STRUCTURAL CONCRETE	CY	\$ 2,000.00	20	\$ 40,000.00	\$ 2,000.00	\$ 40,000.00
582.07	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VERTICAL AND OVERHEAD PATCHING MATERIAL	SF	\$ 350.00	7	\$ 2,450.00	\$ 1,000.00	\$ 7,000.00
586.0201	DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS	EACH	\$ 75.00	142	\$ 10,650.00	\$ 50.00	\$ 7,100.00
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	SF	\$ 5.00	173	\$ 865.00	\$ 15.00	\$ 2,595.00
606.1000002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)	LF	\$ 60.00	72	\$ 4,320.00	\$ 115.00	\$ 8,280.00
606.120101	BOX BEAM END PIECE	EACH	\$ 700.00	4	\$ 2,800.00	\$ 940.00	\$ 3,760.00
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	\$ 30,000.00	1	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
619.100104	INTERIM PAVEMENT MARKINGS, STRIPES (REMOVABLE WET REFLECTIVE TAPE)	LF	\$ 5.00	21	\$ 105.00	\$ 24.00	\$ 504.00
619.1301	TEMPORARY TRAFFIC SIGNALS	ELOC	\$ 87,000.00	1	\$ 87,000.00	\$ 104,183.20	\$ 104,183.20
619.1713	TEMPORARY POSITIVE BARRIER - CATEGORY 3 (PINNING PROHIBITED)	LF	\$ 40.00	400	\$ 16,000.00	\$ 30.00	\$ 12,000.00
620.10	GALVANIZED GABIONS	CY	\$ 200.00	14	\$ 2,800.00	\$ 650.00	\$ 9,100.00
620.29010009	NATIVE STREAM BED MATERIAL (A)	CY	\$ 60.00	116	\$ 6,960.00	\$ 200.00	\$ 23,200.00
627.50140008	CUTTING PAVEMENT	LF	\$ 10.00	57	\$ 570.00	\$ 8.00	\$ 456.00
646.22	DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS	EACH	\$ 20.00	6	\$ 120.00	\$ 45.00	\$ 270.00
646.32	STEEL POST, 2.0 LB/FT	EACH	\$ 75.00	4	\$ 300.00	\$ 100.00	\$ 400.00
647.51	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE (UNDER 30 SQUARE FEET)	EACH	\$ 25.00	1	\$ 25.00	\$ 50.00	\$ 50.00
647.83001002	REMOVAL AND DISPOSAL OF DELINEATORS AND/OR REFERENCE MARKERS WITH OR WITHOUT POSTS	EACH	\$ 25.00	4	\$ 100.00	\$ 25.00	\$ 100.00
697.03	FIELD CHANGE PAYMENT	DC	\$ 1.00	13900	\$ 13,900.00	\$ 1.00	\$ 13,900.00
	<b>Total</b>			<b>13900</b>	<b>\$ 361,000.00</b>	<b>\$</b>	<b>\$ 515,000.00</b>

**Total \$ 361,000.00**

I certify that this contract was bid in accordance with standard competitive bidding procedures and requirements and this tabulation includes the apparent lowest bids received at a public bid opening held at the Albany County Department of Purchasing,

112 State Street, Room 1000, Albany, NY 12207 on May 26, 2022 for a contract in Albany County.

*Luk e Thompson*

Luk e Thompson, PE

2022-06-01

Date



New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision Rate Change  
(nature of change)

State Use Only
AT sponsor no. 22142
ATP code 18514
Effective date of AT program 6/1/1994

- Name of sponsor: Eastern NY Laborers Training Center
- Mailing address: 666 Wemple Road Glenmont New York 12077 Albany  
(number & street) (city) (state) (zip code) (county)
- Actual address: same  
(number & street) (city) (state) (zip code) (county)
- Telephone no.: 518-426-0390  
(telephone #) (ext. #) (state) (zip code) (county)
- Trade/Occupation: Skilled Construction Craft Laborer  
(tax #)
- No. employees: 1100 No. apprentices: 8 No. Journeyworkers: 1100 7. Ratio: 1:1, 1:3  
(non-standard)
- ISC code: 1611 9. DOT code: 869.483.580 10. Length of program: 24 months
- Apprentice probationary period: 6 months 12. Work process: Standard  or Revised
- Minimum journeyworker rate: \$28.79 Heavy Highway per 14. Effective date of wages: July 1, 2015  
\$25.46 Building
- Apprentice wage progression for each period - in months (M) or hours (H)

1 2 3 4 5 6 7 8 9 10

M <input type="checkbox"/> H <input checked="" type="checkbox"/>	M <input type="checkbox"/> H <input checked="" type="checkbox"/>	M <input type="checkbox"/> H <input checked="" type="checkbox"/>	M <input type="checkbox"/> H <input checked="" type="checkbox"/>	M <input type="checkbox"/> H <input type="checkbox"/>	M <input type="checkbox"/> H <input type="checkbox"/>	M <input type="checkbox"/> H <input type="checkbox"/>	M <input type="checkbox"/> H <input type="checkbox"/>	M <input type="checkbox"/> H <input type="checkbox"/>	M <input type="checkbox"/> H <input type="checkbox"/>
0-1000	1001-2000	2001-3000	3001-4000						
65%	70%	80%	80%						

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

17. Anthony M. Crisorio 2/9/16  
Signature of official sponsor representative Date

18. [Signature] 6/9/16  
Signature of union representative Date

Anthony M. CRISORIO Apprentice Coordinator  
Print name and title

Anthony Fresina Business Manager  
Laborers' Local Union 198  
Print name, title, and union name

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 Process, 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 insure 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 91-598, 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 Regulation 601.12.
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 by its Sponsor.
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.

Jun. 8. 2016 12:11PM

No. 1228 P. 1



## APPENDIX A

### SKILLED CONSTRUCTION CRAFT LABORER (Time-Based)

D.O.T. Code 869,463-580  
O\*NET Code 47-2061.00

A Skilled Construction Craft Laborer (SCCL) uses many different pieces of equipment and tools on a wide variety of jobs in the construction industry. SCCLs work in virtually all sectors of the industry: Building Construction, Heavy/Highway and Utility Construction, Mason and Plaster Tending, Demolition and Deconstruction, Pipeline, Tunneling, Environmental Remediation, and Landscaping.

Often, SCCLs find themselves working on numerous jobsites in different industry sectors throughout their apprenticeship and in their careers as journeymen. An apprentice may spend three months on a concrete crew working on a new high-rise office building; then go to work on a multi-lane highway project assisting in raking, placing and compacting asphalt; then spend a few months on an asbestos abatement project.

Some SCCLs, on the other hand, especially in larger metropolitan areas, spend their entire careers in one industry "concentration." Many SCCLs obtain career-long employment building scaffolding, mixing mortar, and tending masons for masonry contractors.

Nothing in this outline shall be construed as authorization or intent to produce a skilled worker for any trade other than the Skilled Construction Craft Laborer.

This training outline is the current standard for Work Processes and Related Instruction. Changes in technology, regulations, and safety/health issues may result in the need for additional on-the-job or classroom-type learning.

Jun. 8. 2016 12:11PM

No. 1228 P. 2

WORK PROCESSES

*All apprentices must complete the following Core Work Skills Processes:*

Core Work Skills 2,000 Hours

	<u>Approximate Hours</u>
A. Site preparation, cleanup and security	400
B. Use and understand basic blueprint symbols and views	25
C. Recognize, secure and maintain job site safety	500
D. Identify and work safely around potential or identified environmental hazards	25
E. Erect, dismantle, maintain and work from scaffolds or lifts	100
F. Operate and maintain trade-related equipment, hand and power tools	425
G. Identify, estimate, move, supply, stock, and store materials	500
H. Use appropriate hand signals	25

Concentrations

*Each apprentice must complete anywhere from 1 – 8 of the following concentrations. Selection of which concentration(s) will be completed is at the sponsor's option depending upon their particular needs.*

<u>Number of Concentration(s) Selected</u>	<u>Hours per Concentration</u>
1	2,000
2	1,000
3	667
4	500
5	400
6	334
7	286
8	250

*(Please note: Any apprentice choosing more than six Concentrations will need to use either a Blue Book which provides space for On-the-Job Training (OJT) in every Concentration chosen, or an Apprenticeship Training Central Office Approved Alternate Method of Recordkeeping. Your ATR can assist you in obtaining either of these documents.)*

Jun. 8. 2016 12:11PM

No. 1228 P. 3

**I. Building Construction**

*The following list of tasks is performed in connection with new building construction or maintenance of existing buildings. It includes many typical Laborer job duties, but is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

1. Mixing, placement and vibration of concrete. Removing and cleaning forms. Curing of concrete.
2. Pipelaying for any utility piping.
3. Hoisting trade-related materials and tools, using such equipment as slings, well wheel-pulleys, chain falls. Rigging of cranes from the "hook down".
4. Cutting and burning (where appropriate).
5. Traffic control/flagging. *(not to exceed 200 hours)*
6. Trenching and excavating (excluding operation of heavy equipment).
7. Assisting with grade setting/checking.
8. Clearing, bucking and falling.
9. Site preparation/cleanup and security (excluding operation of heavy equipment).
10. Assisting with laying out and staking.
11. Erecting, dismantling and maintaining scaffold.
12. Identifying, inspecting, using and maintaining all tools specific to this concentration.
13. Installing erosion control systems (excluding operation of heavy equipment).
14. Loading materials for transport; transporting and stocking materials.
15. Operating aerial lift.

**J. Heavy/Highway and Utility Construction**

*The following tasks are performed in association with the construction of infrastructure such as roads, railroads, bridges, docks, locks, dams and utility installation. It includes many typical Laborer job duties, but is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

1. Mixing, placing, vibrating concrete. Removing and cleaning forms. Curing concrete.
2. Cutting and coring concrete (where appropriate).
3. Pipelaying for any utility piping.



Jun. 8. 2016 12:11PM

No. 1228 P. 4

4. Hoisting trade-related materials and tools using such equipment as slings, well wheel pulleys, chain falls. Rigging of cranes from the "hook down".
5. Traffic control/flagging (*not to exceed 200 hours*).
6. Trenching and excavating (excluding operation of heavy equipment).
7. Assisting with grade setting/checking.
8. Assisting with laying out and staking.
9. Site preparation/cleanup and security (excluding operation of heavy equipment).
10. Drilling, using air-track drill or Jackhammer.
11. Preparing base, raking, placing, and compacting asphalt using appropriate tools and equipment (excluding operation of heavy equipment).
12. Building railroad beds and all related bridges and tunnels; installing tracks (excluding operation of heavy equipment).
13. Erecting, dismantling and maintaining scaffold.
14. Identifying, inspecting, using and maintaining all tools specific to this concentration.
15. Installing erosion control systems (excluding operation of heavy equipment).
16. Loading materials for transport; transporting and stocking materials.
17. Operating aerial lift.
18. Site/roadside remediation (excluding operation of heavy equipment).

#### K. Masonry Tending

*The following tasks are performed to assist masons with such work as new construction, renovation and refractory. It includes many typical Laborer job duties, but it is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

1. Erecting/dismantling and maintaining scaffold.
2. Estimating, stocking and maintaining supply areas.
3. Identifying, inspecting, using and maintaining tools specific to this concentration.
4. Loading materials for transport; transporting and stocking materials.
5. Operating aerial lift.
6. Mason tending/ Plasterer tending:
  - a. Bracing walls.
  - b. Mixing mortar or plaster, including colored versions.
  - c. Estimating and stocking masonry units.

Jun. 8. 2016 12:11PM

No. 1228 P. 5

- d. Cutting masonry units.
  - e. Supplying, stocking and dispensing mortar, plaster, block/brick, reinforcing materials, other trade-related materials.
  - f. Operating and maintaining plaster or grout pump.
  - g. Layout and cleaning of plaster or grout pump.
  - h. Fireproofing Operations (If in keeping with area practice).
  - i. Tending application of exterior insulation finish systems, such as Dryvit system.
  - j. Tending interior plaster restoration operations.
7. Cleaning masonry walls, using scaffold/personnel lift, bucket, hose (If in keeping with area practice). Removing algae stains and efflorescence from masonry walls.

#### L. Demolition and Deconstruction

*The following list of tasks are performed in connection with the demolition or deconstruction of buildings and other structures. It includes many typical Laborer job duties; but is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

1. Identifying and working safely around potential environmental hazards.
2. Erecting/dismantling and maintaining scaffold.
3. Cutting and burning (where appropriate).
4. Hoisting trade-related materials and tools using such equipment as slings, well wheel pulleys, chain falls. Rigging of cranes from the "hook down".
5. Trenching and excavating (excluding operation of heavy equipment).
6. Operating aerial lift.
7. Site preparation/cleanup and security (excluding operation of heavy equipment).
8. Identifying, inspecting, using and maintaining all tools specific to this concentration.
9. Conducting fire watch (excluding mechanical heaters).
10. Cutting concrete using such equipment as saws, high-pressure water jet, or burning wand, where appropriate.
11. Handling and managing demolition debris (recycling, reuse, disposal). Palletizing and tagging for reuse.

#### M. Pipeline

*The following list of tasks are performed in connection with the construction and maintenance of pipelines for the transmission and distribution of gas,*

Jun. 8. 2016 12:11PM

No. 1228 P. 6

*oil, and other materials. It includes many typical Laborer job duties, but is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

1. Hoisting trade-related materials and tools using such equipment as slings, well wheel pulleys, chain falls. Rigging of cranes from the "hook down."
2. Trenching and excavating (excluding operation of heavy equipment).
3. Site preparation/cleanup and security (excluding operation of heavy equipment).
4. Identifying, inspecting, using and maintaining all tools specific to this concentration.
5. Assisting with grade setting/checking.
6. Assisting with laying out and staking.
7. Clearing and maintaining right-of-way (excluding operation of heavy equipment).
8. Locating underground utilities by reading plans and specifications, using metal scope, potholing (daylighting).
9. Laying out/erecting/maintaining/dismantling temporary protective fencing.
10. Loading and unloading pipe.
11. Filling and placing sandbags manually.
12. Loading, unloading and placing skids (wooden beams on which piping will sit).
13. Installing erosion control systems (excluding operation of heavy equipment).
14. Preparing pipe surface by cleaning with rag, wire brush, wire wheel, or sandblasting using regular compressor.
15. Applying pipe coating using appropriate methods.
16. Inspecting pipe visually and using a "holdday" detector.
17. Patching pipe.
18. Installing pipe coating protection, using appropriate methods.
19. Preventing pipe corrosion by attaching cathodic protection.
20. Assisting operators or techs with "pigging" pipe.
21. Remediating right-of-way (excluding operation of heavy equipment).

#### **N. Tunneling**

*The following list of tasks may be performed in connection with all work underground or in compression chambers, including tending of the outer air lock. It includes many typical Laborer job duties, but is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

Jun. 8. 2016 12:12PM

No. 1228 P. 7

1. Drilling using air tracks, jack legs, jack hammers. Assisting with operation of tunnel boring machines.
2. Identifying, inspecting, using and maintaining all tools specific to the concentration.
3. Hoisting trade-related materials and tools using such equipment as slings, wheel pulleys, chain falls. Rigging of cranes from the "hook down".
4. Operating and maintaining concrete pump.
5. Installing services such as: track laying, conveyors, vents, water, compressed air pipes, etc..
6. Installing tunnel supports (steel ribs, mesh, rock bolts) manually, including drilling and tying mesh.
7. Grouting shaft and tunnel, using grout pumps, where appropriate.
8. Applying shotcrete/gunite (if in keeping with area practice).
9. Cutting and burning (where appropriate).

**O. Environmental Remediation**

*The following list of tasks is performed in connection with the remediation of areas, buildings and materials contaminated with chemical, biological and physical hazards. It includes many typical Laborer job duties, but is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

1. Abating asbestos.
2. Remediating hazardous waste.
3. Abating lead.
4. Remediating microbial contamination including: mold, fungi, bacteria.
5. Performing radiation protection and handling radioactive materials; including screening off appropriate areas, decontaminating, abating, and moving of materials.
6. Assisting in restoration of water/fire-damaged structures. *(Asbestos, lead, and hazardous waste awareness should be prerequisites).*
7. Erecting/dismantling and maintaining scaffold.
8. Identifying, inspecting, using and maintaining all tools specific to this concentration.
9. Operating aerial lift.

Jun. 8. 2016 12:12PM

No. 1228 P. 8

## P. Landscaping

*The following list of tasks is performed in connection with landscape work in commercial applications. It includes many typical Laborer duties, but is not meant to be all-inclusive. The specific tasks that will be completed are at the option of the sponsor.*

1. Trimming and pruning hedges, trees and shrubs.
2. Seeding and sodding lawns.
3. Installing irrigation systems.
4. Installing or working with other trades to install retaining walls (excluding wooden forms).
5. Applying fertilizers and pesticides, both those used traditionally and newer alternative "green" products.
6. Planting and maintaining flowers and ground covers.
7. Installing, or working with other trades to install all kinds of fences. Installing and maintaining planters. Constructing, maintaining, and installing playgrounds, and fountains. Assisting in the installation of gazebos.
8. Maintaining and repairing small gas engines.
9. Identifying, inspecting, using and maintaining all tools specific to this concentration.
10. Controlling traffic/flagging (*not to exceed 200 hours*).
11. Operating landscape equipment related to the occupation, such as: power buggies, seed spreaders, hydroseeders (excluding driving). (Excluding operation of heavy equipment).

**TOTAL HOURS                      4,000**

(Core Skills: 2,000 hours + Concentration(s): 2,000 hours = minimum of 4,000 hours)

*Apprenticeship work processes are applicable only to training curricula for apprentices in approved programs. Apprenticeship work processes have no impact on classification determinations under Article 8 or 9 of the Labor Law. For guidance regarding classification for purposes of Article 8 or 9 of the Labor Law, please refer to <http://www.labor.state.ny.us/workerprotection/publicwork/PDFs/Article8FAQS.pdf>.*

Jun. 8. 2016 12:12PM

No. 1228 P. 9

APPENDIX B

SKILLED CONSTRUCTION CRAFT LABORER

RELATED INSTRUCTION

CORE SKILLS

*Each apprentice must complete all 175 hours of the Core Skill Related Instruction*

- OSHA 10-hour Construction Safety and Health
- Hazard Communication/Right-to-Know
- Fall Protection
- Scaffold User
- Confined Space Awareness
- First Aid/CPR – minimum 6.5 hours every 3 years
- Craft Orientation
  - Introduction to the General Construction Industry (if available)
  - Building a Career as a Laborer (if available)
  - Good Work Habits
  - Productivity
  - Growth Areas In Construction Employment (if available)
- General Laborer Skills:
  - Work and Role of a Laborer (if available)
  - Jobsite Safety
  - Measurement
  - Basic Construction Math
  - Safe Hand and Power Tool Operation
  - Identification and Handling of Materials
- Blueprint Reading
  - Basics of Reading and Interpreting
  - Symbols
  - Line Conventions
  - Views
- Signalling methods: hand, traffic, flagging
- Sexual Harassment Prevention Training – minimum 3 hours

**Minimum Total Hours 175**

Jun. 8. 2016 12:12PM

No. 1228 P. 10

**CONCENTRATIONS**

*Each apprentice must complete a total of 125 hours of Related Instruction for all of his/her concentrations combined.*

**Building Construction Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

Scaffold Builder  
Aerial Lift  
Hoisting and Rigging  
Fire Watch  
Cutting and Burning  
Concrete  
Pipe Laying  
Line and Grade

**Heavy/Highway and Utility Construction Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

Aerial Lift  
Hoisting and Rigging  
Concrete  
Pipe Laying  
Line and Grade  
Asphalt  
Traffic Control  
Drilling  
Scaffold Builder

**Masonry Tending Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

Scaffold Builder  
Aerial Lift  
Mason/Bricklayer/Plasterer Tending

Jun. 8. 2016 12:12PM

No. 1228 P. 11

**Demolition and Deconstruction Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

- Scaffold Builder
- Aerial Lift
- Hoisting and Rigging
- Demolition/Deconstruction
- Fire Watch
- Cutting and Burning

**Pipeline Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

- Hoisting and Rigging
- Line and Grade
- Pipeline

**Tunneling Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

- Hoisting and Rigging
- Fire Watch
- Cutting and Burning
- Shotcrete
- Tunnel Worker
- Drilling

**Environmental Remediation Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

- Aerial Lift
- Asbestos Worker – successful completion of a course approved by the New York State Department of Health for “Asbestos Handler (Worker)” and obtaining, and keeping current, an “Asbestos Handler (Worker)” Certificate from the New York State Department of Labor
- HAZWOPER – 40-hour Certification and successful completion of annual refresher course
- Microbial Remediation
- Lead Abatement Worker – 16 hours – approved by the United States Environmental Protection Agency (EPA)



Jun. 8. 2016 12:12PM

No. 1228 P. 12

**Landscaping Concentration**

*Sponsor may choose from the topics below. Choices should match the work the apprentice is doing on the job as much as possible.*

- Landscaping
- Landscape Equipment Operation
- Brick Paver Installation (if in keeping with area practice)
- Retaining Wall Installation
- Irrigation Installation

**BID FORM**

Project Identification

Project Number: 21-C569 (BID # 2022-002)  
Letting (Bid Date): May 26, 2022  
Title: Gifford Hollow Road over Tributary to the Switzkill Culvert Rehabilitation Project

This bid is submitted to:

Karen A. Storm  
Albany County Purchasing Agent  
112 State Street, Room 1000  
Albany, New York 12207

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the County of Albany in the form included in the contract documents to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the deposition of bid security. This bid will remain open for 90 days after the day of bid opening. Bidder will sign the Agreement and submit the contract security and other documents required by the contract documents within 15 days after the date of owner's Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in this Agreement, that:
  - (a) Bidder has examined copies of all the contract documents and of the following Addenda:  
(If none, so state)

Date	Number
None	

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

- (b) Bidder has examined the site locality where the work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as bidder deems necessary;
  - (c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or over the County of Albany.
4. Not Used.
  5. The bidder further understands and agrees that he is to furnish and provide for the price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount referred to as the lump sum bid.
  6. Not Used.
  7. The bidder further agrees that at any time during the progress of the work the County adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with Article II of the General Conditions.
  8. Bidder agrees that the work will be substantially completed within the number of calendar days or by the specific date indicated in the Agreement.
  9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
  10. The following documents are attached to and made a condition of this bid:
    - a) Required bid security in the form of Bid Bond (Pages BB-1 thru BB-4), or a certified check and a letter from a bonding company indicating their intent to furnish the bonds required under the contract (Offer of Surety pages OS-1).
    - b) Certified copy of Resolution of Board of Directors (if bidder is a corporation) (Page CCR-1).
    - c) Non-Collusion Form (Page NC-1 & NC-2).
    - d) Non-Interruption of Work Agreement (NWA-1).

- e) Apprenticeship Training Program– required documentation as per Section 27 of the General Instructions to Bidders.
  - f) Stormwater Discharges for Small Municipal Separate Storm Sewer Systems (MS4) Certification (Page MS4-1)
  - g) Iranian Energy Divestment Certification (Page IEDC-1)
  - h) Bidder Qualification Questionnaire (Pages BQQ-1 thru BQQ-3).
  - i) Vendor Responsibility Questionnaire (Pages VRQ-1 to VRQ-4)
  - j) Acknowledgment by Bidder (Page AB-1).
  - k) Schedule of MBE/WBE participation (Pages MBE-1 & MBE-2).
11. Communications concerning this bid shall be addressed to:

Name: **Peter J. Maloy**  
 Company: **James H. Maloy, Inc.**  
 Address: **421 Albany Shaker Road**  
**PO Box 11016**  
**Loudonville, NY 12211**  
 Phone No: **518-438-7881**

12. Terms used in this bid have the meanings assigned to them in the General Conditions and the Supplementary Conditions.

BID IDENTIFICATION:

Project No. 21-C569 (BID # 2022-002)  
Gifford Hollow Road over Tributary to the Switzkill Culvert Rehabilitation Project

James H. Maloy, Inc.  
Company

421 Albany Shaker Road, PO Box 11016  
Address

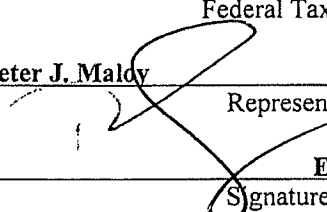
Loudonville, NY 12211  
City, State, Zip

518-438-7881  
Telephone

518-438-7884  
Fax

14-0857690  
Federal Tax ID No.

Peter J. Maloy  
Representative

  
Executive Vice President  
Signature/Title

May 26, 2022  
Date

If bidder is:

An Individual

By \_\_\_\_\_ (SEAL)

(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)

(Firm Name)

(General Partner)

Business address: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

A Corporation

By James H. Maloy, Inc. \_\_\_\_\_

(Corporation Name)

New York

(State of Incorporation)

By Peter J. Maloy \_\_\_\_\_

(Name of person authorized to sign)

Executive Vice President

(Title)

(Corporate Seal)

Attest John E. Maloy, Jr. \_\_\_\_\_

(Secretary)

Business Address: 421 Albany Shaker Road, PO Box 11016

Loudonville, NY 12211

Phone Number: (518) - 438-7881

A Joint Venture

By \_\_\_\_\_

(Name)

(Address)

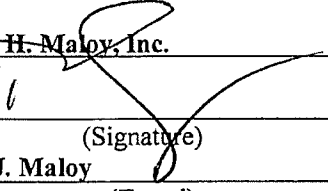
(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder will complete the work for the LUMP SUM PRICE of:  
(see schedule of values for fixed price items (01370-1 through 01370-4) to be included in lump sum price.):

Five Hundred Fifteen Thousand Dollars and no cents  
Dollars (\$ 515,000.00)

SUBMITTED ON May 26, 2022

Firm: James H. Maloy, Inc.

By:   
(Signature)

Peter J. Maloy  
(Typed)

Title: Executive Vice President

## NOTICE OF JOB VACANCIES

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

Albany County Job Alert Line  
Albany County Dept. of Social Services  
162 Washington Avenue  
Albany, New York 12110  
(518) 447-7613  
(518) 447-7678 fax
4. The contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
201.06	1.00	LS FOR CLEARING AND GRUBBING FOR FIFTEEN THOUSAND DOLLARS NO CENTS	15,000.000	15,000.00
203.02	3.00	CY FOR UNCLASSIFIED EXCAVATION AND DISPOSAL FOR ONE HUNDRED DOLLARS NO CENTS	100.000	300.00
203.07	8.00	CY FOR SELECT GRANULAR FILL FOR ONE HUNDRED FIFTY DOLLARS NO CENTS	150.000	1,200.00
203.24010017	7.00	TON FOR SHOULDER BACKUP MATERIAL FOR ONE HUNDRED DOLLARS NO CENTS	100.000	700.00
206.0201	8.00	CY FOR TRENCH AND CULVERT EXCAVATION FOR ONE HUNDRED FIFTY DOLLARS NO CENTS	150.000	1,200.00
			Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
207.20	27.00	SY , GEOTEXTILE BEDDING FOR FIFTEEN DOLLARS NO CENTS	15.000	405.00
402.098104	28.00	TON , 9.5 F1 TOP COURSE HMA, 80 SERIES COMPACTION FOR EIGHT HUNDRED DOLLARS NO CENTS	800.000	22,400.00
402.258904	21.00	TON , 25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION FOR ONE THOUSAND ONE HUNDRED DOLLARS NO CENTS	1,100.000	23,100.00
407.0102	26.00	GAL , DILUTED TACK COAT FOR SEVENTY DOLLARS NO CENTS	70.000	1,820.00
490.30	278.00	SY , MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE FOR THIRTY SIX DOLLARS NO CENTS	36.000	10,008.00
			Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
553.030001	1.00	EACH , TEMPORARY WATERWAY DIVERSION STRUCTURE FOR EIGHTEEN THOUSAND DOLLARS NO CENTS	18,000.000	18,000.00
555.09	22.00	CY , CONCRETE FOR STRUCTURES, CLASS HP FOR THREE THOUSAND DOLLARS NO CENTS	3,000.000	66,000.00
556.0201	113.00	LB , UNCOATED BAR REINFORCEMENT FOR STRUCTURES FOR THREE DOLLARS NO CENTS	3.000	339.00
556.0202	2,722.00	LB , EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES FOR THREE DOLLARS FORTY CENTS	3.400	9,254.80
568.51	61.00	LF , STEEL BRIDGE RAILING (FOUR RAIL) FOR SIX HUNDRED SEVENTY FIVE DOLLARS NO CENTS	675.000	41,175.00
			Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
568.70	128.00	LF , TRANSITION BRIDGE RAILING FOR FOUR HUNDRED DOLLARS NO CENTS	400.000	51,200.00
580.01	20.00	CY , REMOVAL OF STRUCTURAL CONCRETE FOR TWO THOUSAND DOLLARS NO CENTS	2,000.000	40,000.00
582.07	7.00	SF , REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VEF FOR ONE THOUSAND DOLLARS NO CENTS	1,000.000	7,000.00
586.0201	142.00	EACH , DRILLING AND GROUTING BOLTS OR REINFORCEMENT BARS FOR FIFTY DOLLARS NO CENTS	50.000	7,100.00
595.50000018	173.00	SF , SHEET-APPLIED WATERPROOFING MEMBRANE FOR FIFTEEN DOLLARS NO CENTS	15.000	2,595.00
			Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
606.100002	72.00	LF , BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED) FOR ONE HUNDRED FIFTEEN DOLLARS NO CENTS	115.000	8,280.00
606.120101	4.00	EACH , BOX BEAM END PIECE FOR NINE HUNDRED FORTY DOLLARS NO CENTS	940.000	3,760.00
619.01	1.00	LS , BASIC WORK ZONE TRAFFIC CONTROL FOR TWENTY THOUSAND DOLLARS NO CENTS	20,000.000	20,000.00
619.100104	21.00	LF , INTERIM PAVEMENT MARKING, STRIPES (REMOVABLE WETRECFLE FOR TWENTY FOUR DOLLARS NO CENTS	24.000	504.00
619.1301	1.00	ELOC , TEMPORARY TRAFFIC SIGNALS FOR ONE HUNDRED FOUR THOUSAND ONE HUNDRED EIGHTY THREE DOLLARS TWENTY CENTS	104,183.200	104,183.20
			Carry Forward	

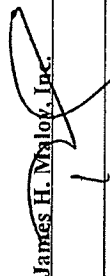
Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
619.1713	400.00	LF , TEMPORARY POSITIVE BARRIER - CATEGORY 3 (PINNING PROHIBIT FOR THIRTY DOLLARS NO CENTS	30.000	12,000.00
620.10	14.00	CY , GALVANIZED GABIONS PER LF		
620.29010009	116.00	CY , NATIVE STREAM BED MATERIAL (A) PER CY	650.000	9,100.00
627.50140008	57.00	LF , CUTTING PAVEMENT PER CY	200.000	23,200.00
646.22	6.00	EACH , DELINEATOR, SNOWFLOWING MARKER, SUPPLEMENTARY SNOWF PER LF	8.000	456.00
		FOR FORTY FIVE DOLLARS NO CENTS	45.000	270.00
		PER EACH		
			Carry Forward	

CPIN 20220526		Page 7	Date	Cont Albany County	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words		Unit Bid Price	Amount Bid
646.32	4.00	EACH	, STEEL POST, 2.0 LB/FT	100.000	400.00
		FOR	ONE HUNDRED DOLLARS NO CENTS		
647.51	1.00	EACH	, REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE		
		FOR	FIFTY DOLLARS NO CENTS	50.000	50.00
			PER EACH		
647.83001002	4.00	EACH	, REMOVAL AND DISPOSAL OF DELINEATORS AND/OR REFERENCE M/		
		FOR	TWENTY FIVE DOLLARS NO CENTS	25.000	100.00
			PER EACH		
697.03	13,900.00	DC	, FIELD CHANGE PAYMENT		
		FOR	ONE DOLLAR NO CENTS	1.000	13,900.00
			PER DC		
			SUBTOTAL	\$	515,000.00
000.00	1.00	LS	, Mobilization Shall Be Included In Various Items In Contract		
		FOR	ZERO DOLLARS NO CENTS	0.000	0.00
			PER LS		
			Carry Forward		

Brought Forward \$ \_\_\_\_\_

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
	<b>TOTAL BASE BID</b>			FIVE HUNDRED FIFTEEN THOUSAND D	\$ 515,000.00	\$ 515,000.00
				Dollars		
				NO		
				Cents		

SUBMITTED ON May 26, 2022

Firm: James H. Malloy, Inc.  
 By:  (Signature)  
Peter J. Malloy (Printed)  
 Title: Executive Vice President

Page Total \$ \_\_\_\_\_  
 Carry Forward \$ \_\_\_\_\_

BID SCHEDULE BF- 14



**NOTICE TO BIDDERS - ALBANY COUNTY  
REQUEST FOR BIDS #2022-002**

Sealed bids for Gifford Hollow Road over Tributary to Switzkill Culvert Rehabilitation 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 May 26, 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 May 12, 2022

The work site is located 0.7 miles north of the intersection of Gifford Hollow Road with Smalley Road in the Town of Berne.

The work includes:

Rehabilitation of the existing culvert, consisting of repairs to the deteriorated fascia to the extent determined by non-destructive testing methods. The repairs shall include drilling and grouting in new rebar as required to attach the new concrete to the existing culvert. The concrete barriers are to be removed and new rail is to be installed. Stream work will include regrading of the stream channel. Finally, work includes the installation of roadway striping and signs as applicable.

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

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

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

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

County of Albany, New York  
County Purchasing Agent

PUBLISH ONE DAY (5/12/2022)

THE EVANGELIST  
TIMES UNION

# MVP ARENA

Albany, New York

## MEMORANDUM

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

From: Bob Belber  
General Manager – MVP Arena

Date: May 16, 2022

Re: REQUEST FOR APPROVAL – ARAMARK – EXTENSION OF CURRENT AGREEMENT  
TWO (2) ADDITIONAL YEARS – TO MAKE UP FOR THE TWO YEARS OF COVID  
ARAMARK – HAS COMMITTED TO INVEST UP TO \$250,000 IN NEW POINT OF SALE (POS) SYSTEM TO  
MAKE THE OPERATIONS OF THE CONCESSIONS MORE EFFICIENT AND TO HELP GROW THE  
BUSINESS

The current Aramark contract was extended for five years and seven months back in January of 2020. COVID hit immediately after the extension agreement was signed. The arena was forced to close in March of 2020 and did not officially reopen until May of 2021, however restrictions in the allowed sellable seating capacity and other COVID restrictions kept crowd sizes extremely low in the end of 2021. Aramark lost money in keeping staff on in 2020 during the pandemic while helping Albany County with distribution of food to the needy in conjunction with the National Guard and other essential activities were provided by Aramark's staff during this two-year period where the company made no profits. SMG is requesting to Albany County to grant a two-year extension to make good for these two years where Aramark could not operate the facility in normal fashion. However, SMG has requested from Aramark that they invest up to \$250,000 in a new (POS) point of sale system that will enable all concession stands and all portable locations to accept credit cards which will reduce wait time while increasing per caps in F&B sales. Aramark has agreed to this request and the commitment is contained within the May 4, 2022 Letter of Intent submitted from Aramark to the GM of the MVP Arena.

I ask that Albany County grant this two-year extension. Thank you.





# County of Albany

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

## Legislation Text

**File #:** TMP-3352, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Request for approval - Aramark - extension of current agreement

Date:	May 16, 2022
Submitted By:	Robert Belber, MVP Arena
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)

Extension - (2) two years due to COVID - Per Provisions in the current

Aramark Contract

**Contract Terms/Conditions:**

Party (Name/address):

Aramark Sports and Entertainment Services, LLC

1101 Market Street

Philadelphia, PA 19107

All terms and conditions of current contract shall remain in force and the only changes will be to the name of the facility, which was newly renamed as of January 1, 2022 to MVP Arena, and the term of the agreement is being extended for two additional years to make up for two years of COVID. All references to the name of the arena will change to MVP Arena and both the insurance and indemnification paragraphs of the naming rights agreement will change to remove the Times Union and Hearst Corporation from the paragraphs and MVP Health Care will replace the Hearst Corporation where appropriate in the agreement.

Also extremely important is the fact that SMG requested from Aramark that they invest in a (POS) point of sale system for the concession stands and portable locations so credit cards can be acceptable at all locations. Many facilities around the country have gone to a cashless concession scenario, which has increased efficiency while increasing per caps and decreasing wait times. Aramark has agreed to invest up to \$250,000 towards a POS system, which will be installed in conjunction with this two-year extension.

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: Same as current Aramark agreement. Copy of agreement between the

County of Albany and Aramark Sports and Entertainment Services, LLC for "Provision Of Food And Beverage Services at the MVP Arena (formerly known as Times Union Center".

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) June 1, 2020 - December 31, 2027  
Length of Contract: 2-year extension to current agreement

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)

Current Aramark contract was extended in January of 2020 for five years and seven months, which was part of the mutual option that existed within the agreement. During the two years 2020 & 2021 Aramark actually lost money in carrying personnel and in servicing community events for the County while the facility was closed (April 2020 through April 2021). And, when the facility was allowed to reopen it could only operate at a reduced capacity, which did not permit Aramark to make any profits for this two-year period.

This two-year extension - which will result in Aramark's current agreement being extended from the current expiration date of December 31, 2025 to December 31, 2027.

During the pandemic Aramark provided valuable services to Albany County and the Albany County Health Department with distribution of food to elderly and those in need in conjunction with the National Guard and other important programs.

While discussing the possibility of approaching Albany County with a request to make up the two years within Aramark's agreement via 2-year extension, SMG brought to Aramark's attention that a POS system was mandatory in order to maximize efficiency and to grow the business. SMG asked Aramark to produce a Letter of Intent that committed to spend up to \$250,000 on a POS system that was to be installed in conjunction with this two-year extension. Attached is a copy of the LOI.



---

May 4, 2022

Robert Belber  
General Manager – ASM Global  
MVP Arena  
51 South Pearl Street  
Albany, NY 12207

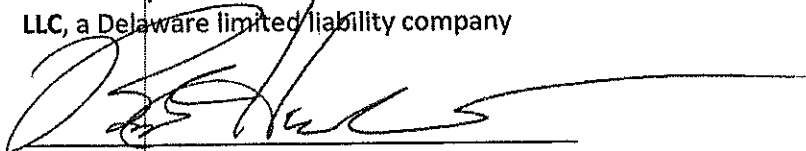
Dear Mr. Belber:

The purpose of this letter is to outline the material terms of a proposed amendment to that certain Agreement for the Provision of Food and Beverage Services at the Albany County Times Union Center (pursuant to Res. No. 473 For 2019, Adopted November 12, 2019) (together with the RFP, the Addendum, and the Proposal, the “**Agreement**”) among the County of Albany, acting by and through its County Executive, (the “**County**”), ASM Global, a Pennsylvania General Partnership and successor-in-interest to SMG, as managing agent for the County, (“**ASM**”), and Aramark Sports and Entertainment Services, LLC (“**Aramark**”). By executing this Term Sheet, Aramark confirms its agreement to enter into a mutually acceptable amendment containing the following material terms after the same have been approved by the County. Capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

- 1. Point of Sale System.** In consideration of the extension of the term of the Agreement set forth below, Aramark shall make an investment of up to Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “**POS Investment**”) to purchase and install a point of sale system and related equipment selected by Aramark to be used at the Times Union Center in connection with the Services (the “**POS System**”). The POS System shall be and remain the property of Aramark at all times during the term of the Agreement and after the expiration or termination of the Agreement.
- 2. Term.** Section 4 of the Agreement shall be amended to extend the term of the Agreement by two (2) years until December 31, 2027.
- 3. Financial Terms.** Other than the addition of the POS Investment, all other financial terms set forth in the Agreement shall remain unchanged, including, without limitation, the commission structure and definition of Gross Receipts.
- 4. Additional Terms.** Following approval of the terms set forth in this letter by the County, the County, ASM and Aramark shall negotiate in good faith and a commercially reasonable manner an

amendment, consistent with the terms of this letter and together with such customary and other terms and conditions as the County, ASM and Aramark may mutually agree.

**Aramark Sports and Entertainment Services,  
LLC, a Delaware limited liability company**

A handwritten signature in black ink, appearing to read 'Brent Hardin', is written over a horizontal line. The signature is stylized and extends to the right of the line.

Brent Hardin  
Regional Vice President



AGREEMENT  
BETWEEN THE COUNTY OF ALBANY  
AND ARAMARK SPORTS AND  
ENTERTAINMENT SERVICES, LLC  
FOR PROVISION OF FOOD  
AND BEVERAGE SERVICES  
AT THE ALBANY COUNTY TIMES UNION CENTER

PURSUANT TO RES. NO. 473 FOR 2019, ADOPTED NOV. 12, 2019

This Agreement is made by and between the County of Albany, acting by and through its County Executive, with a principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "County"), SMG, as managing agent for the County at the Albany County Times Union Center, with a principal place of business located at 51 South Pearl Street, Albany, New York 12207 and Aramark Sports and Entertainment Services, LLC, a Delaware limited liability company registered to do business in New York State, with a principal place of business located at 2400 Market St., Philadelphia, Pennsylvania 19103 (hereinafter "ARAMARK" or "Contractor," and the County and Contractor hereafter may be referred to as the "[P]arty," or together, the "[P]arties").

WITNESSETH:

WHEREAS, the County is the owner and operator of the Albany County Civic Center, also known as the Albany County Times Union Center (hereinafter "the Arena" or "the Times Union Center"), a facility in which sporting and other entertainment events take place; and

WHEREAS, the County published a request for proposals seeking a contractor for the exclusive right to provide food and beverage services at the Arena, said request having been designated RFP 2014-116 and issued on November 5, 2014 (hereinafter called the "RFP"); and

WHEREAS, the County issued an addendum to the RFP on December 5, 2014 (hereinafter called the "Addendum #1"); and

WHEREAS, Contractor submitted a proposal to provide the aforesaid food and beverage services for the exclusive right to provide such aforesaid services (hereinafter called the "Proposal"); and

WHEREAS, the Albany County Legislature the Albany County Legislature has authorized the County Executive to enter into this Agreement with the Contractor for the aforesaid food and beverage services, pursuant to Resolution No. 473 for 2019, adopted November 12, 2019; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, incorporated by reference and made a part hereof; the Addendum, incorporated by reference and made a part hereof; and the Proposal, incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

## ARTICLE 2. SCOPE OF SERVICES AND CLEANING OBLIGATIONS

### Scope of Services:

Contractor shall perform the food and beverage services and meet the cleaning obligations described in Schedule A, attached hereto and made a part hereof. Contractor shall hold the exclusive right to provide the food and beverage services (collectively called the "Services" hereinafter) as described in Schedule A, and subject to the terms and provisions of Section 4 of the RFP.

### Investment:

Contractor shall provide an investment of FIFTY THOUSAND DOLLARS (\$50,000.00) for miscellaneous improvements to the Services. The Investment will be amortized on a straight-line basis over the Term, commencing on the date(s) of disbursement of the Investment. In the event that the Term expires or this Agreement is terminated by either party for any reason prior to the full amortization of the Investment, the County shall pay to Contractor the unamortized balance of the Investment (as of the date of expiration or termination) on or before such date of expiration or termination.

## ARTICLE 3. CONSIDERATION

3.1 In consideration of the terms and obligations of this Agreement, the Contractor agrees to pay to the County, on a monthly and incremental basis, commissions on food and beverage concessions on a monthly basis equaling FORTY-FIVE PERCENT (45%) of annual Gross Receipts (as hereinafter defined) up to ONE MILLION DOLLARS (\$1,000,000.00), FORTY-SEVEN PERCENT (47%) of annual Gross Receipts between ONE MILLION DOLLARS (\$1,000,000.00) and ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) and FORTY-NINE PERCENT (49%) of annual Gross Receipts exceeding ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00). In addition, the Contractor shall pay TEN PERCENT (10%) of annual Gross Receipts generated with respect to food and beverage catering, candy sales, wardrobe checking and miscellaneous Gross Receipts.

3.2 Contractor also agrees to pay to County on a monthly basis: ONE HALF OF ONE PERCENT (0.5%) of Gross Receipts for trash removal, which amount shall fully cover all costs that Contractor will be required to pay for trash removal at the Times Union Center TWO AND ONE HALF PERCENT (2.5%) of Gross Receipts for all utilities; and phone line charges for 15 total lines as follows: for 6 stand lines at TEN DOLLARS (\$10.00) for each phone line used, plus usage costs for the remaining 9 lines at THIRTY TWO DOLLARS (\$32.00) for each phone line used.

3.3 As used herein, "Gross Receipts" shall be defined as all receipts from gross sales at the Times Union Center, excluding only: the amount of applicable sales, excise and use taxes payable

by Contractor or collected by Contractor, billed tips, gratuities and administrative fees or charges, credit/debit/gift card transaction fees and charges, permitted discount sales and bad debts (where credit has been approved or issued by the County).

3.4 Contractor will have the ability to permit third party food and beverage vendors to bring items into the arena and have a space to sell such items to the patrons attending events. Said third party vendors are subject to approval by the County's designated manager of the arena and all items sold, and pricing, are subject to mutual approval by Contractor and the County's designated manager. A minimum of 50% of any negotiated commission that a said third party vendor agrees to pay in order to vend inside the arena shall be paid to the Times Union Center and shall be included within the facility annual net operating revenues. Contractor shall be entitled to no more than 50% of said commission paid.

#### ARTICLE 4. TERM

This Agreement shall have a term of five (5) years beginning on June 1, 2020 and ending on December 31, 2025.

#### ARTICLE 5. EXTRA WORK/SERVICES

If Contractor is of the opinion that any work/services Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services (hereinafter called "Extra Work/Services") not contemplated by this Agreement, Contractor shall promptly notify County of the fact. The Parties shall work together in good faith to agree upon whether such work shall constitute Extra Work/Services. In the event that the Parties determine that such work does constitute Extra Work/Services, County shall provide extra compensation to Contractor on a negotiated basis.

#### ARTICLE 6. ASSIGNMENT

6.1 Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of Contractor's right, title, or interest therein, without the prior written consent of the County. Notwithstanding the foregoing, ARAMARK shall have the right to assign, transfer, or convey its interest in and to this Agreement to a subsidiary or affiliate of ARAMARK, provided that ARAMARK shall remain liable for the performance of its obligations hereunder.

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

#### ARTICLE 7. AVAILABLE DATA

All data reasonably relative to this Agreement shall be shared between the Parties without expense. This shall not include technical or other data not relative to the Agreement that Contractor deems to be confidential or proprietary in nature.

ARTICLE 8. COOPERATION

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

ARTICLE 9. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 10. RELATIONSHIP

Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 11. INDEMNIFICATION

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

ARTICLE 12. NON-APPROPRIATIONS

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

ARTICLE 13. APPLICABLE LAW

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

#### ARTICLE 14. RECORDS

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

14.2 Contractor shall provide the County and authorized State and/or Federal personnel access to books, documents, records, and charts relevant to Contractor's financial compliance under this Agreement, immediately upon request.

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

#### ARTICLE 15. INSURANCE; BONDS

15.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed in accordance with the provision contained in Schedule B, Paragraph G.

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

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

15.4 In addition to the insurance described in Paragraphs 15.1 through 15.3, Contractor shall furnish County with a performance bond and payment bond from a surety licensed by the State of New York, each in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000), to remain in force during the Term guaranteeing the faithful performance of Contractor's obligations herein.

## ARTICLE 16. PREVAILING WAGE RATES AND SUPPLEMENTS

Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

## ARTICLE 17. NO WAIVER OF PERFORMANCE

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

## ARTICLE 18. MODIFICATION

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

## ARTICLE 19. EXECUTION OF DOCUMENTS

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

## ARTICLE 20. HEADINGS – CONSTRUCTION

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

## ARTICLE 21. COMPLIANCE WITH MacBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that 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 Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring Contractor in default and/or seeking debarment or suspension of Contractor.

ARTICLE 22. NON-INTERRUPTION OF WORK

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. DEFAULT AND TERMINATION

Either Contractor or County may terminate this Agreement at any time for breach by the other party of any of its obligations hereunder; provided, however, that neither party hereto will be entitled to terminate this Agreement by reason of any breach by the other of its obligations hereunder unless the breaching party fails to remedy such breach within (i) five (5) business days following the breaching party's receipt of written notice from the non-breaching party with respect to a monetary breach, and (ii) thirty (30) days following the breaching party's receipt of written notice from the non-breaching party with respect to a non-monetary breach; provided that, if such non-monetary breach is of a nature such that it cannot be cured through the exercise of reasonable diligence by the breaching party within the thirty (30) day cure period, then such thirty (30) day cure period shall be extended to a period as is reasonable to cure such non-monetary breach, provided the breaching party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure such breach. Upon termination of this Agreement, the Parties shall thereafter have no further obligations or liabilities to the other except for those obligations and liabilities that expressly survive the expiration of the Term or the earlier termination of this Agreement.

ARTICLE 25. REMEDY FOR BREACH

In the event of a breach by either Party hereto, in addition to the remedies provided in Article 24 above, the breaching party shall pay to the non-breaching party all direct damages caused by such breach, and with respect to a breach by Contractor, such damages shall include, but not be limited to, all reasonable sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with County's own reasonable costs incurred in procuring a substitute Contractor. Notwithstanding the foregoing, each Party hereto shall be obligated to take all reasonable steps to mitigate its damages.

ARTICLE 26. LIMITATION OF DAMAGES; NON-RECOURSE

In no event shall any Party hereto be liable to the any other Party for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, or goodwill, even if such Party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, no Party hereto shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or

sustained by such Party pursuant to this Agreement. In the enforcement of its rights and remedies under this Agreement, each of the Parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other Party and its successors and assigns.

#### ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 1039), and all other policies and procedures described in the RFP.

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

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

27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

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

27.6 All notices and documents required to be given or made pursuant to this Agreement shall be given or made by ordinary mail, United States Postal Service to:

ARAMARK:           Aramark Sports and Entertainment Services, LLC  
2400 Market Street  
Philadelphia, Pennsylvania 19103  
Attn: President — Sports & Entertainment Group

-AND-

Aramark Sports and Entertainment Services, LLC  
2400 Market Street  
Philadelphia, Pennsylvania 19103  
Attn: Vice President & Associate General Counsel — Sports &  
Entertainment Group



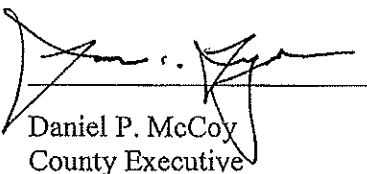
SMG: Times Union Center  
51 South Pearl Street  
Albany, NY 12207  
Attn: General Manager

COUNTY: Albany County Executive's Office  
112 State Street, Room 1200  
Albany, New York 12207

Such service shall be deemed given or made five business days after post paid deposit with the United States Postal Service.

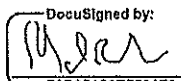
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

**COUNTY OF ALBANY**

BY:   
Daniel P. McCoy  
County Executive  
or  
Daniel C. Lynch  
Deputy County Executive

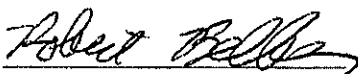
Dated: 4/20/2020

**ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC**

BY:   
Name: Senior Vice President of Finance  
Title: \_\_\_\_\_

Dated: 4/10/2020

**SMG**

BY:   
Robert Belber  
General Manager

Dated: 4/13/2020

STATE OF NEW YORK )

COUNTY OF ALBANY ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

NOTARY PUBLIC

STATE OF NEW YORK )

COUNTY OF ALBANY ) SS.:

On the 20<sup>th</sup> day of April, 2020, 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 behalf of which the individual acted, executed the instrument.



---

NOTARY PUBLIC

EUGENIA K. CONDON  
Notary Public, State of New York  
No. 02CO4969817  
Qualified in Albany County  
Commission Expires July 23, 2022

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA) SS.:

On the 10<sup>th</sup> day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Mark R. Adams, 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 company upon behalf of which the individual acted, executed the instrument.

PHYLLIS M FLORIO  
Notary Public - Notary Seal  
Commonwealth of Pennsylvania  
Philadelphia County  
Commission Number 1295566  
My Commission Expires 1/7/2024

DocuSigned by:  
Phyllis M Florio  
73CAF5384D22461...

NOTARY PUBLIC

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

On the 13<sup>th</sup> day of APRIL, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Robert Belber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Gary C Holle

NOTARY PUBLIC

**GARY C. HOLLE**  
Notary Public, State of New York  
No. 01HO6362878  
Qualified in Albany County  
Commission Expires Aug 14, 2021

## SCHEDULE A

### ARTICLE 2: SCOPE OF SERVICES

2.1 See Paragraph 2.1 Of the Agreement.

#### 2.2 GENERAL:

- 2.2.1 Contractor shall have the exclusive rights to operate, as an independent operator, all food, beverage and related services, including without limitation, the operation of snack areas and permanent and portable concession stands, excluding exceptions made for some events that have an exclusive right per current contracts, for example, the right to sell snow cones and cotton candy at the Ringling Brothers, Barnum and Bailey Circus.
- 2.2.2 Contractor shall have non-exclusive rights to provide catering services at the facility; however, the County agrees to recommend the Proposer as a first choice to all prospective catering clients.
- 2.2.3 Contractor shall be responsible for all operating and maintenance costs of the food service facilities covered by this RFP. All food and other supplies shall be purchased by the Contractor; all managers and other supervisory personnel, cooks, chefs, kitchen help, waitresses, cleaning help, and other employees required by the Contractor shall be employed by and paid by the Contractor.
- 2.2.4 Contractor shall provide for the replacement, at the same equal quality, of the loss and breakage of the initial inventory of kitchen and serving equipment originally furnished.
- 2.2.5 Contractor shall provide for the maintenance of all dining room, including but not limited to tables and cocktail rounds, and auxiliary furnishings in proper condition and repair, replacing all loss and breakage.
- 2.2.6 Contractor shall provide for the maintenance, repair, cleaning of all kitchen and serving equipment whether or not attached to the property, including but not limited to stoves, fryers, ovens, steamers, ventilation hoods, faucets and electrical work, refrigeration (including compressors and motors, etc.) minor electrical and plumbing.
- 2.2.7 Contractor shall ensure that all drains, including floor drains and traps, remain free flowing and clear of debris. Contractor, at its own expense, shall engage a professional service to remove any debris from clogged drains. It is the responsibility of the Contractor to inform the Building Management of any outside contractor performing work.
- 2.2.8 Contractor shall provide for the inspection, maintenance, testing, and recharging of the ansul wet chemical kitchen range hood fire suppression systems and fire extinguishers.
- 2.2.9 Contractor shall provide for the cleaning of the range hood exhaust system.
- 2.2.10 Contractor shall be responsible for parking for its full and part time employees. Currently, the Times Union offers parking at a reduced rate of \$4.00 at the Times Union

Parking garage. Tickets are to be purchased in advance by Contractor, who will then sell them to its employees. Alternatively, Contractor shall make its own arrangement to pay for parking for its full and part time employees.

2.2.11 Contractor shall propose a marketing plan to promote catering events outside the arena schedule.

### 2.3 OPERATIONS:

2.3.1 Contractor shall not interfere with the free distribution of food, beverages or any other items of any nature whatsoever, where such distribution has been authorized by the General Manager. Free samples may be given away by or on behalf of or with permission of any person or organization that has properly engaged the Times Union Center for meetings, trade shows, exhibitions, convention and the like at the discretion of the General Manager.

2.3.2 The final decision as to whether or not alcoholic beverages may be sold at any event shall be determined by the General Manager. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor. Currently alcohol is served at Siena College events, but not available for sale at NCAA events, high school basketball, high school cheerleading, NYS Bar Exam, Sears Training, and Get motivated.

2.3.3 Contractor shall ensure and maintain compliance with all federal, state, and local codes, rules and regulations, throughout the term of any contract for services, with regard to any and all personnel, operations and maintenance of the food service operation including all facilities used for loading, kitchen and preparation areas, dining rooms and areas for storage and removal of food, beverages, trash and debris.

2.3.4 Contractor shall have use of the fully equipped, ready to operate food service facilities, which includes kitchen, auxiliary furniture, furnishings, and all other kitchen equipment owned by the County.

2.3.5 Contractor shall keep all of said fixtures and equipment in proper condition and repair, replace all loss and breakage and at the expiration of the Agreement, surrender same to the County in good operational condition. Once a year during the Agreement, an inventory of all items will be taken. This inventory list shall be submitted to the County's designated representative.

2.3.6 The County shall have the right to interview and approve Contractor's manager prior to hiring; shall have the right to request that Contractor promptly transfer or replace any Contractor's manager not reasonably acceptable to the County.

### 2.4 RESPONSIBILITIES OF CONTRACTOR:

2.4.1 Contractor shall be responsible for keeping clean, covered, polished and in good repair, all equipment and other facilities, either permanent or temporary, as are used by it in the performance of this Agreement. Damage incurred to the property of the Times Union

Center as a direct result of negligence or lack of maintenance on the part of the Contractor is a non-allowable expense charged directly to the Contractor.

- 2.4.2 Contractor shall maintain all food and beverage service facilities in clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of Albany County government and the State of New York and any other department having jurisdiction.
- 2.4.3 All food service and serving areas shall be regularly monitored by Contractor for cleanliness and trash removal during events.
- 2.4.4 All refuse and waste materials created by contractor's operations in all food service areas shall be promptly disposed of after each event. Such removal shall be made promptly during and after the event to a central collection area designated by the Times Union Center.
- 2.4.5 Contractor shall be responsible for cleaning the stands; kitchen, concourse, exhibition hall, suites, sports bar and locker rooms. This includes, but is not limited to, the removal of trash.
- 2.4.6 Trash removal and all associated costs shall be the responsibility of the Contractor.
- 2.4.7 It shall be Contractor's responsibility upon conclusion of a catered function, to restore the area to the condition in which it was found prior to the function.
- 2.4.8 Contractor shall be responsible for all janitorial supplies, chemicals, equipment, and cleaning services required to ensure the cleanliness of the areas under their control and occupancy, including, but not limited to, equipment, kitchen tile, floors, walls, and storage and holding areas.
- 2.4.9 Preventive maintenance. Contractor shall bear, at its own expense; all costs associated with preventive maintenance of the furnishings, fixtures, and equipment in the food service facilities at the Times Union Center, and shall provide and maintain a Repair and Maintenance Reserve which shall equal ONE PERCENT (1%) of Gross Receipts, for funding the repair and maintenance of equipment associated with the food and beverage services described in this Agreement.
- 2.4.10 Contractor shall assign a qualified representative to answer questions relating to the food service operation from Licensees and prospective users of the Times Union Center.
- 2.4.11 Contractor, unless otherwise directed by the General Manager, is responsible for the covering and draping of tables, placing of decorations, (i.e., flags, drapes, flowers, table stands with numbers, etc.) on tables, cleaning and removing of all service ware and tablecloths and draping at the completion of the function in areas where food service functions are held.
- 2.4.12 It is the Contractor's responsibility for delivering and dispensing all food, beverage, supplies, and other articles for portable concession stands and portable bars and portable carts.
- 2.4.13 Contractor shall comply with all OSHA and ADA requirements.

- 2.4.14 Menu plans and costs proposed for the food service facilities covered by the RFP are included in this Agreement, as described and included with Schedule C, attached hereto and made a part hereof. Any variation must be approved by Albany County or their designated representative before being put into effect.
- 2.4.15 Contractor shall communicate with the General Manager or his/her designee for deliveries on event days.
- 2.4.16 Contractor shall be responsible for the service of the 25 suites, the sports bar and the Absolut™ Vodka themed bar. See RFP at APPENDIX "A" Food and Beverage Information and APPENDIX "C" Suite Menu and Order Form. Suite catering sales shall be included in the Catering sales and the sports bar concession sales shall be included in concession revenues.

## 2.5 RECORD KEEPING:

- 2.5.1 Contractor shall maintain daily records of all gross receipts obtained pursuant to its activities at the Facility and Contractor agrees to report to the County or County's designee gross receipts within two (2) days of each event. Monthly financial statements are to be filed with the County's designated representative by the 10th calendar day following the end of the previous month. The monthly report is to cover food service sales covered by this Agreement, shall include the date, customer count and sales (dollars), and shall be broken down by area.
- 2.5.2 On or before the 15th calendar day following the end of month during the contract period, the Contractor must pay to the County or the County's designee the amount of commission due and payable, including utility, trash and phone.
- 2.5.3 The County shall hire an independent auditing firm on a yearly basis to ensure the accuracy of any statement(s) furnished by Contractor.
- 2.5.4 The Contractor shall be responsible for the collection, security, and accounting of all receipts from food service operations covered by this Agreement. The Contractor or his authorized representative shall have prearranged monthly meetings with the County's designated representative to discuss the food service operation, types of food served, and any recommendation for the improvement of food service.
- 2.5.5 Contractor shall maintain an adequate staff of employees on duty at the food service facilities for the timely preparation and the efficient, prompt service of food. Distinctive uniforms provided by the Contractor shall be worn by all food service employees during their working hours.
- 2.5.6 Contractor shall also provide adequate administrative, dietetic and personnel supervision. If, in the judgment of the County, the Contractor fails to provide sufficient staff, the County reserves the right to hire additional personnel to raise the level of service to that expected. The Contractor shall reimburse the County for all expenses.

2.5.7 The Contractor shall provide periodic training programs for the food service workers it employs, consistent with the training schedule, topics to be covered and type of training offered submitted by the Contractor with the Proposal.

2.5.8 The Contractor shall honor all current and future sponsorship deals which require certain products to be sold as a result. The Contractor shall work with the General Manager for the enhancement of sponsorships and offer recommendations.

2.5.9 The list of exclusivities as it relates to food and beverage products are as follows:

- Pepsi - Exclusivity for pouring rights;
- Dunkin Donuts - Coffee, coffee products and hot chocolate shall be sold exclusively for the duration of said entity's advertising agreement.

## 2.6 MENU PATIERN, PRICES, QUALITY AND QUANTITY:

2.6.1 Contractor shall provide a comprehensive menu of foods to be served, including portions and prices. This Proposal shall include, at a minimum, the sports bar, suites and catering services. The menu may be modified to adjust for the seasonal availability of certain foods. The Contractor shall follow the method described in the Proposal for controlling portion sizes. Menu additions and prices of the same must be approved by the County's designated representative prior to being put into effect.

2.6.2 Where applicable, the Contractor shall provide "festive" meals during the year. The nature of each festive meal shall be determined in conjunction with the County or County designee.

2.6.3 The Contractor has submitted a catering book, which includes representative menus, portions and prices. The catering book states the amount of notice required to book a catered event, and the Contractor shall print and distribute a catering brochure that advertises the type(s) of service(s) available.

2.6.4 Contractor shall prepare all food, to the greatest extent possible, on the day it is to be served. Preparation methods the Contractor uses shall follow good nutritional practices to ensure that nutrient, textural and flavor characteristics of the foods are maintained.

## 2.7 CONTRACTOR EXPENSES:

2.7.1 The following expenses shall be paid and submitted by the Contractor to the County of Albany on a monthly basis:

a. Trash removal: 0.5% of the gross sales;

b. Utilities: 2.5% of the gross sales; and

c. Phone line charges: breakdown as follows: 15 lines total; 6 stand lines at \$10.00 per line plus usage, remaining 9 lines at \$32.00 per line plus usage.



**SCHEDULE B  
INSURANCE**

**Contractor's Insurance Requirements**

I. During the Term, Contractor shall, at its own cost and expense, maintain with respect to its operations at the Times Union Center the following insurance coverages written for the limits specified for each coverage or required by law, whichever is greater and including the provisions enumerated below:

A. Commercial General Liability

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$1,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person/organization
General Aggregate	\$2,000,000 aggregate

B. Liquor Liability (If alcoholic beverages are served or sold)

\$1,000,000 each common cause

C. Automobile Liability

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily

Injury & Property Damage \$1,000,000 each accident

D. Excess "Umbrella" Liability





**SCHEDULE C**

**MENU**

**See attached pages.**



TIMES UNION  
CENTER

2019-2020

# SUITE MENU

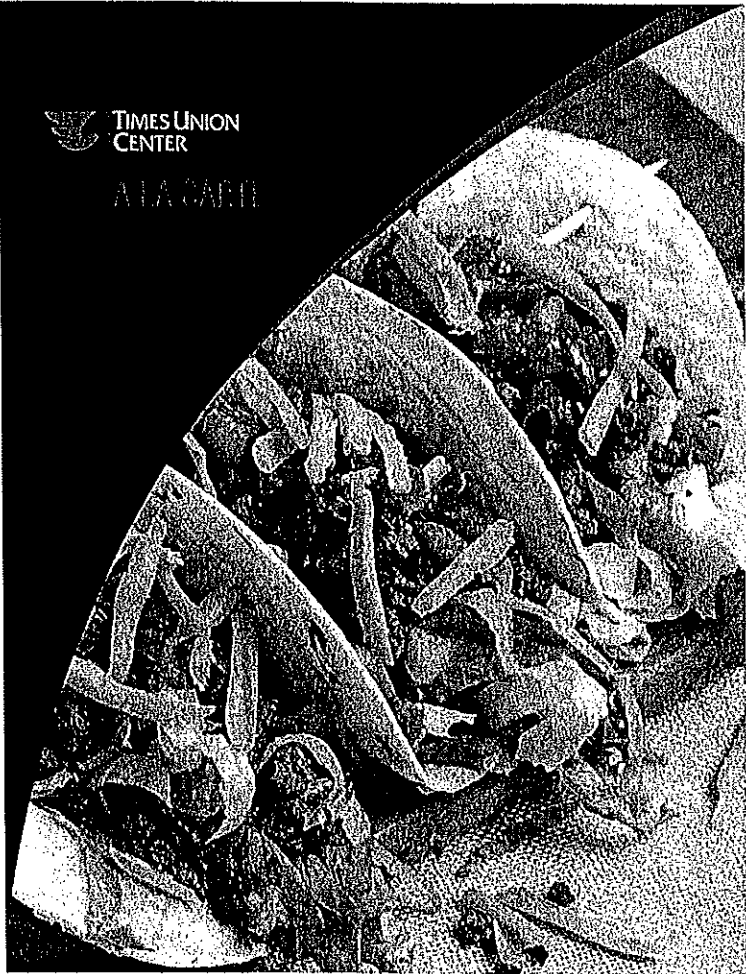
[VIEW MENU >](#)

aramark 



TIMES UNION CENTER

A LA CARTE



A LA CARTE    PACKAGES    BEVERAGES    SUITE SERVICE

Fan Favorites	3
Hot Appetizers	6
Pizza	5
Sandwiches	7
Snacks	8
Desserts	9

## Fan Favorites

Serves 8 Guests

### Classic Mac & Cheese

Shell Pasta, Aged Cheddar, Cream Sauce, Shallot, Parmesan  
\$25

### Taco Bar

Seasoned Ground Beef, Flour Tortillas, Shredded Cheese, Shredded Lettuce, Diced Tomato, Diced Onion, Sour Cream  
\$42  
Add Guacamole \$5

### Ham and Cheddar Puff

Ham, Cheddar Cheese, Caramelized Onions, Dijon Mustard, Flaky Puff Pastry  
\$42

### Farmers Market Crudité

Seasoned Vegetables (Chef's Selection), Ranch Dip  
\$35

### Cheese and Crackers

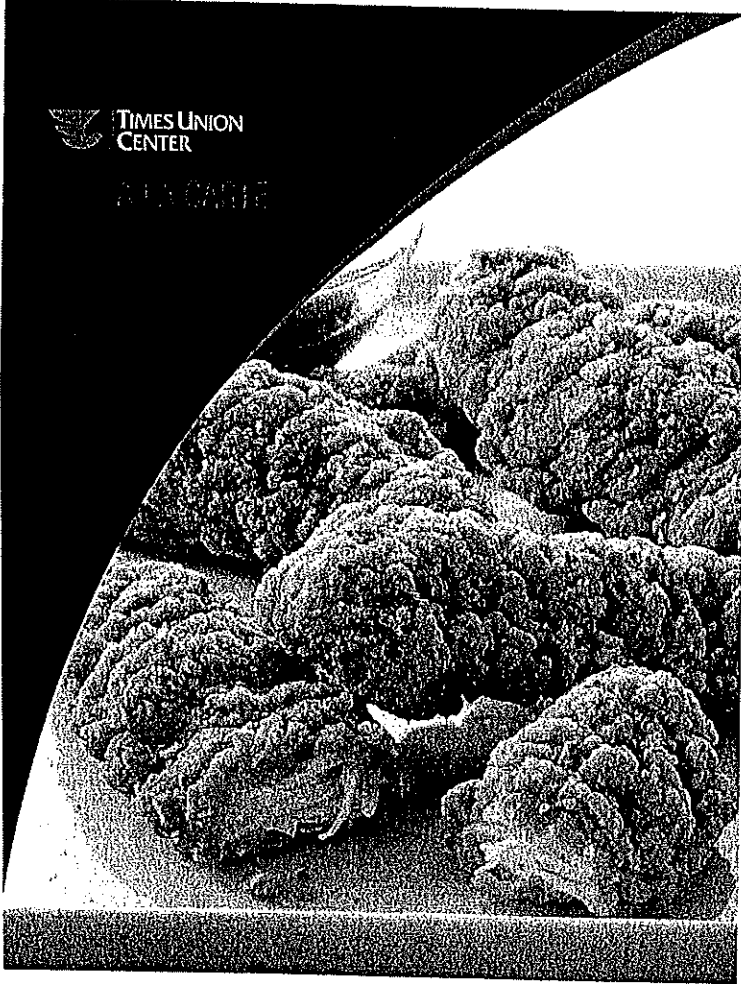
Swiss, Cheddar, Pepper Jack, Assorted Crackers  
\$30

### Hummus Platter

Hummus, Sliced Cucumber, Warm Pita Points  
\$29



Prices subject to additional taxes and fees.



Fan Favorites	3
Hot Appetizers	5
Pizza	5
Sandwiches	7
Snacks	8
Desserts	9

## Hot Appetizers

Serves 5 Guests

**Beef Empanadas**  
Seasoned Beef, Colby Cheese,  
Chimichani Sour Cream  
\$40

**Bavarian Pretzels &  
Beer Cheese**  
Soft Baked, Boston Lager Beer  
Cheese  
\$28

**Thick Cut Seasoned Filet**  
House Seasoning, Malt Vinegar  
\$24

**Nacho Bar**  
Chd, Nacho Cheese, Salsa,  
Sour Cream, Jalapenos  
\$39  
Add Guacamole \$5

**Chicken Tenders**  
Homestyle Breaded Chicken,  
Honey Mustard, BBQ Sauce  
\$60

**Boneless Chicken Wings**  
Buffalo or BBQ, Blue Cheese  
and Carrots  
\$48

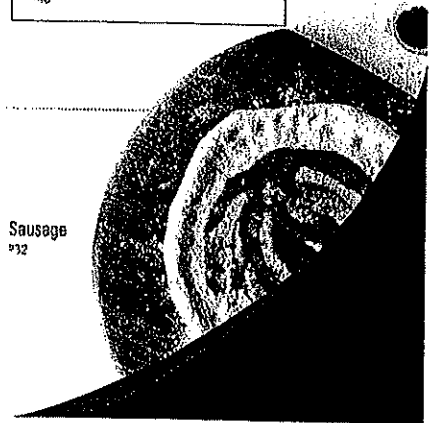
**oböy**  
Cheese

**Esperanto's Oböy**  
Sautéed Chicken Breast Diced  
and Spiced, Blended with Cheeses and  
Scallions and Baked in Fresh Pizza Dough  
\$40

## Pizza

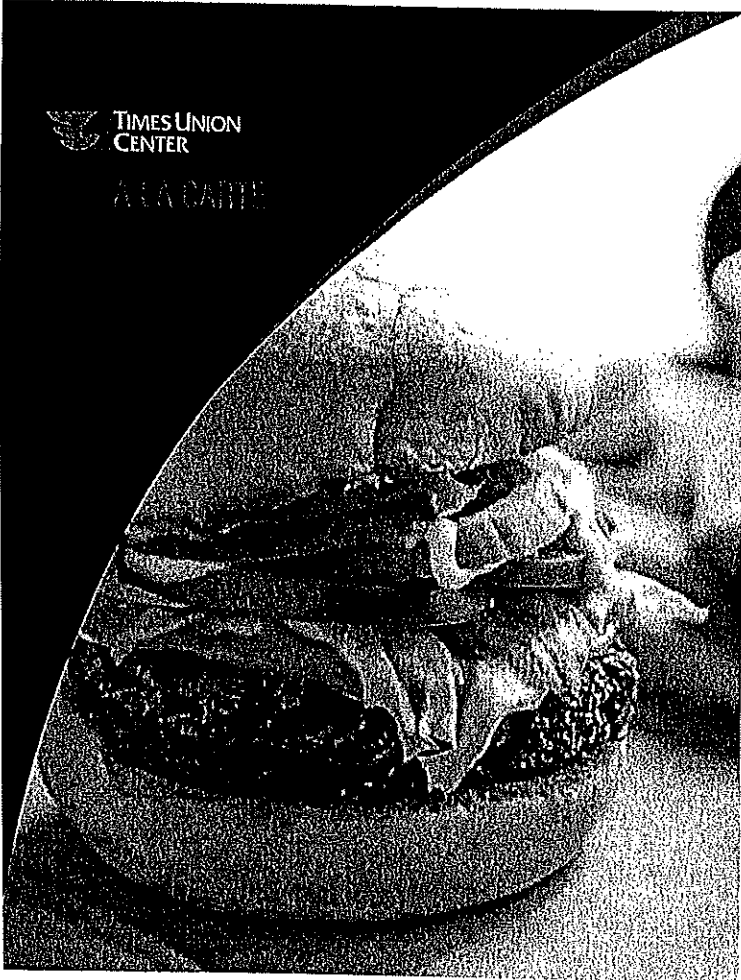
<b>Cheese</b>	<b>Pepperoni</b>	<b>Sausage</b>
\$30	\$32	\$32

Prices subject to additional fees and taxes.



**TIMES UNION  
CENTER**

A LA CARTE



A LA CARTE    PACKAGES    BEVERAGES    BUFE SERVICE

Can Favorites	3
Hot Appetizers	6
Pizza	5
Sandwiches	7
Snacks	9
Desserts	9

## Sandwiches

Saves 8 Cents

### ★ Chimichurri Flank Steak Sandwich

Grilled Flank Steak Marinated in Chimichurri, Cheddar Cheese, Roasted Red Peppers, Worcestershire Acol, Italian Dressing Roll  
145

### ★ Brisket Torta

Slow Braised Beef Brisket, Refried Beans, Provolone, Lime-Cilantro Crema Salsa, Ciabatta Bread  
149

### Sabrett Hot Dogs

Sabrett's All Beef Franks, Diced Onions, Relish, Local Rolls  
140

### Chili Cheese Dogs

Sabrett's All Beef Franks, Chili, Shredded Cheese, Diced Onions, Local Rolls  
148

### Angus Cheese Burgers

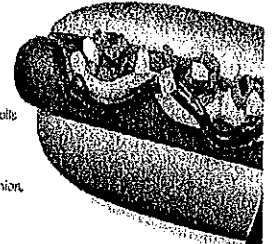
Half-Pound Angus Beef Patties, American Cheese, Lettuce, Tomatoes, Onion, Pickle, Local Rolls  
154

### Chopped Cheese

Seasoned Beef, Sautéed Peppers and Onions, Cheddar Cheese, Lettuce, Tomatoes, Pepper Relish, Local Rolls  
142

### Classic Sliders

Angus Beef Patties, American Cheese, Pickle, Local Rolls  
142



\* Requires 48 hour notice.

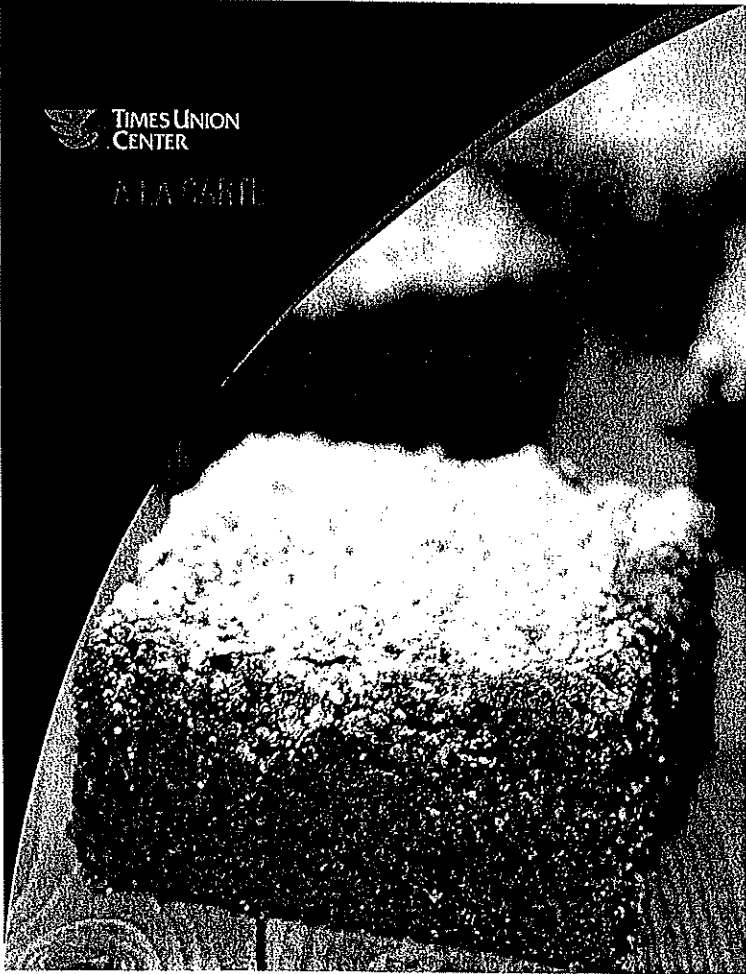
\* Some beverages are available only during select dates and require advance notice. Prices subject to additional fees and taxes.





TIMES UNION CENTER

A LA CARTE



A LA CARTE    PACKAGES    BEVERAGES    SUITE SERVICE

Fun Favorites	3
Hot Appetizers	5
Pizza	5
Sandwiches	7
Snacks	9
Desserts	9

## Snacks

**Bar Nuts 'n Nosh**  
 Roasted Hazelnut Caramelos,  
 BBQ Pecan Mixed Nuts,  
 Mini Pretzel Twists  
 \$28

**Fresh Popped Popcorn**  
 Bottomless  
 \$18

**Mini Pretzel Twists**  
 \$18

**Fiesta Chips**  
 Tortilla Rounds, Salsa  
 \$18  
 Add Guacamole \$5

**Chips and Dip**  
 House Made Kettle Chips,  
 French Onion Dip  
 \$12



## Desserts

**S'mores Dip**  
 Melted Chocolate, Toasted Marshmallows, Cinnamon Sugar Pita Toast Points  
 \$30

**Fresh Baked Cookies**  
 Chocolate Chip, Oatmeal Raisin, Sugar  
 \$34

**Fudge Brownies**  
 Confectioners Sugar  
 \$35

Prices subject to additional fees and taxes.

## Packages

### Tailgate \$90

#### Angus Cheese Burgers

1 1/2-Pound Angus Beef Patties, American Cheese, Lettuce, Tomatoes, Onion, Pickle, Local Rolls

#### Thick Cut Seasoned Fries

House Seasoning, Mustard Vinegar

#### Beverages

Bottled Water (six-pack)  
Soft Drinks (six-pack)

### Game Day \$95

#### Cheese Pizza

#### Boneless Chicken Wings

Buffalo or BBQ, Blue Cheese and Carrots

#### Chips and Dip

House Made Puffa Chips, French Onion Dip

#### Beverages

Bottled Water (six-pack)  
Soft Drinks (six-pack)

### Snack Pack \$50

#### Chips and Dip

House Made Puffa Chips, French Onion Dip

#### Fresh Popped Popcorn

Bottomless

#### Mini Pretzel Twists

#### Beverages

Bottled Water (six-pack)  
Soft Drinks (six-pack)

Prices subject to additional fees and taxes.

**TIMES UNION  
CENTER**

**BEVERAGES**

A LA CARTE    PACKAGES    BEVERAGES    SUITE SERVICE

Non Alcoholic	17
Beer	13
Beer Packages	13
Spirits	15
Mixers	15
Wines	15

**Non Alcoholic**

<b>Soft Drinks</b> (12oz six-pack)    \$20	<b>Red Bull</b> (6.3oz six-pack)    \$35	<b>Keurig Beverage Service</b> Coffee    \$24
Pepsi Diet Pepsi Santitas Mint Schweppes Ginger Ale Gatorade	<b>Bottled Water</b> (16.9oz six-pack)    \$20	
	Aquafina	

**Beer**

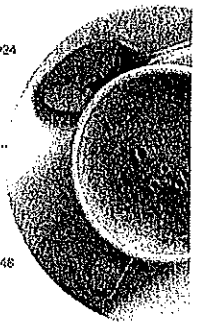
<b>Domestic</b> (12oz six-pack)    \$32	<b>Premium</b> (12oz six-pack)    \$40	<b>Tall Boys</b> (24oz six-pack)    \$68
Budweiser Bud Light Coors Light Miller Lite	Blue Moon Stella Artois Sam Adams Boston Lager Founders All Day IPA Drunken All-In IPA	Miller Lite Bud Light <b>Stove Pipes</b> (18.2oz six-pack)    \$50 White Claw (Black Cherry) Founders All Day IPA

**Beer Packages**

(12oz six-packs)

<b>Slam Slam-dunk</b> Domestic Beer Cheese (1) six-packs \$95	<b>Pigskin Premiums</b> Premium Beer Cheese (4) six-packs \$135	<b>Capital Combo</b> Domestic Beer Cheese (2) six-packs Premium Beer Cheese (2) six-packs \$120
--	--	--

Prices subject to additional fees and taxes.



**TIMES UNION  
CENTER**

**BEVERAGES**

<b>A LA CARTE</b>	<b>PACKAGES</b>	<b>BEVERAGES</b>	<b>SHIRT SERVICE</b>	<b>Non Alcoholic</b>	<b>13</b>
				<b>Beer</b>	<b>13</b>
				<b>Beer Packages</b>	<b>13</b>
				<b>Spliffs</b>	<b>15</b>
				<b>Mixers</b>	<b>15</b>
				<b>Wines</b>	<b>15</b>

**Spirits**

*375ml Bottles*

Barcardi Superior	\$42
Captain Morgan	\$42
Jazo Cuervo	\$42
Pick 61 Vodka	\$42
Tanquerony	\$42
Jack Daniels	\$50
Dewars	\$50

**Mixers**

Tonic Water (1 liter)	\$10
Club Soda (1 liter)	\$10
Margarita Mix (1.5 Liter)	\$15
Cranberry Juice (32oz)	\$12
Orange Juice (32oz)	\$12

**Wines**

**Sparkling**

Karbol Brut, California	\$45
-------------------------	------

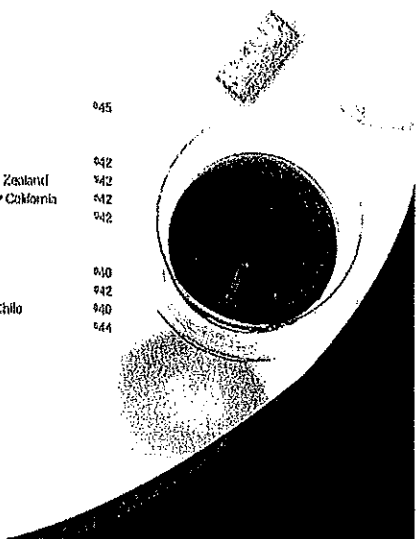
**White**

Ajalx, Riesling, Germany	\$42
Maiua, Sauvignon Blanc, Marlborough New Zealand	\$42
William Hill Estate, Chardonnay, Napa Valley California	\$42
Ecco Domani, Pinot Grigio, Veneto Italy	\$42

**Red**

Dark Horse, Big Red Blend, California	\$40
Atenas, Malbec, Mendoza Argentina	\$42
Casillero Del Diablo, Cabernet Sauvignon, Chile	\$40
Stappolet, Cabernet Sauvignon, California	\$44

*Prices subject to additional fees and taxes.*



## How to Order

Orders can be placed in three easy ways

<b>ONLINE</b> www.sullscatering.com	<b>PHONE</b> 618-487-2130 10am - 4pm	<b>EMAIL</b> McKay-Danelli@aramark.com OR Fallon-Sean@aramark.com
--	--	---

All orders must be placed at least two (2) regular business days (M-F) prior to event day to ensure item availability and the utmost in presentation, service and quality. Please allow 4 days for events taking place on a weekend.

### Advanced Ordering

Advanced food and beverage orders must be placed a minimum of three business days prior to the event day to ensure item availability and the utmost in presentation, service and quality. Orders can be placed online via the website [www.sullscatering.com](http://www.sullscatering.com) by phone at 618-487-2130 or via email to [info@sullscatering.com](mailto:info@sullscatering.com). Please note that new users to the website must obtain a user ID and password from the Catering Office prior to ordering. If you have any questions, you may call 618-487-2130 to speak directly to a Catering representative.

### Event Day Menu

Orders may be placed with your Suite Attendant or by calling the Catering Office at extension 2138 on your in-suite phone. Please allow 45 minutes for event day orders. Event day ordering will conclude at the beginning of the second half of basketball games, or one (1) hour before the event ends. Your cooperation is sincerely appreciated.

### Administration Charges And Taxes

All orders are subject to a standard 15% taxable administration charge and 6% sales tax as required by the state of New York. Emphases are additional and at your discretion based on the quality of service rendered. \*This Administrative Charge is not intended to be a tip, gratuity or service charge for the benefit of employees and no portion of this Administrative Charge is distributed to employees.

### Order Guideline

DAY OF EVENT DUE BY NOON ON	
Monday	Thursday
Tuesday	Friday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday
Saturday & Sunday	Thursday

### Personalized Services

On event days, a suite attendant will be assigned to your luxury box. The attendant is there to take your food and beverage orders, and assist in your suite experience. These attendants are responsible for a group of suites. If you desire a dedicated suite attendant or bartender to remain exclusively in your suite for an event, please contact the Catering office at (618) 487-2130. Please allow 8 days notification to ensure your request can be accommodated. The fee for a dedicated suite attendant is \$95.00 per event.

### Cancellations

Should you need to cancel your event order, please contact our catering office at (618) 487-2130. If your cancellation request is made at least 24 hours prior to the event, you will incur no charges. If the request is not made within the 24-hour minimum, a 50% charge will be assessed on food and beverage invoices and 100% of the attendant fee.

### Food and Beverage Delivery

Unless a specific time is indicated, all food and beverage will be delivered to the suites at the opening of gates. In order to ensure the highest level of food quality, certain foods may be delivered to the suites after the guest's arrival.

### Food Policy

All food products served in the suites at the Times Union Center are furnished exclusively by Aramark. It is not permissible for guests to bring or purchase food from the suite. Any food products brought into the suites without prior authorization will be charged to the suite holder at our normal retail price.

### Unconsumed Beverages

For suites without a pre-arranged agreement, Aramark reserves the right, in its sole discretion, to dispose of any unconsumed or unopened food and beverages at the end of each event and to suggest certain items for subsequent events and credit will not be given for any such items.

### Alcoholic Beverages

Aramark Corporation, as a licensee, is responsible for the administration of the sale and service of alcoholic beverages in accordance with the laws and regulations of the State of New York. Therefore, in compliance with these laws, all alcoholic beverages must be supplied by Aramark. Alcoholic beverages are not permitted to be brought into or out of the Times Union Center. New York State Law prohibits the consumption of any alcoholic beverages by any person under the age of 21. It is the responsibility of the suite holder to ensure that no minor or intoxicated person consumes alcoholic beverages in their suite.

### Refrigerator

Suite refrigerators will be opened for any event in the event the suite holder does not wish the refrigerator to be unstocked during a specific event. They must inform our catering staff in writing prior to the event in question. If our catering staff does not receive such notification, we will assume that the

refrigerator is to be available for the event. Pre-Ordered alcohol will be put in your suite prior to your arrival. Any leftover beverages from the event will be locked up and must stay in the suite for future events.

### Payment Procedures and Policies

Aramark offers several different types of payment options. All suite holders will be required to provide a credit card to be kept on file for the reason, all food orders must also be secured using a credit card. Cash may be used during the event to purchase food and beverage items. Cash may also be presented as payment for a pre-order secured by a credit card. A credit card may be used to purchase food and beverage at the time of the event. Aramark accepts American Express, Discover, MasterCard and VISA.

### Authorized Signers For Credit Accounts

It is Aramark's policy that only authorized signers, designated by the suite holder, are allowed to charge additional food and beverage for the suite during an event to the suite holder's account. If an authorized signer will be present during the event, please notify us prior to the event as to the name of the representative who will be responsible for signing the receipt and authorized to order additional food and beverage. If an authorized signer is present during the event, all guests will not be allowed to charge purchases to the suite holder's account. Guests will be responsible to pay by other cash or credit card. Please use the checkboxes on the Ordering Form to specify permissions.



# TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

---

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

April 14, 2020

Tracy and Teresa:

Please have the County Executive sign the three original signed copies that are enclosed, keep one for your files and return two fully executed originals to me. I will then forward one fully signed original to Aramark.

Thank you for your assistance.

Sincerely;

Bob Belber  
General Manager

# 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: June 5, 2022

Re: REQUEST FOR APPROVAL TO ENTER INTO A THREE – YEAR LEASE WITH - CDPHP  
FOR SUITE # 23- AT MVP ARENA

This letter is to request approval for CDPHP to lease Suite # 23 effective as of September 1, 2022.

CDPHP has been an excellent tenant of Suite # 23 and is current on all amounts owed. The term of the lease will be from September 1, 2022 through August 31, 2025.

Because they had made payments during the 13 month “Closure Period” between April 2020 – April 2021, a credit has been provided to CDPHP towards the amount owed in the two years of the new lease.

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-3391, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Request for approval to enter into a three-year lease with CDPHP for Suite # 23 at MVP Arena

Date:	June 5, 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):**

Brian O'Grady - President  
CDPHP  
500 Patroon Creek Boulevard  
Albany, NY 12206

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year  
Scope of Services: Renting Suite # 23

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) September 1, 2022 - August 31, 2025  
Length of Contract: Three-years

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)

This tenant is current on payments owed and has been an excellent tenant over the years and they would like to continue to lease this suite going forward. They have accepted our offer to extend a credit for any amounts that were paid during the thirteen (13) months when the arena was closed due to the pandemic (see below) and we will work with the Albany County's Attorney's office to make sure these provisions are contained within the new renewal lease agreement.

CDPHP Lease for Suite # 23 expires on August 31, 2022. During the "Closure Period" which was the span of months (April 2020-April 2021) caused by the pandemic, CDPHP paid \$55,250, however, they did not have the use of Suite #23 during that this time-period. Therefore, a credit in the amount of \$55,250 is being applied towards the amounts owed for the use of Suite #23 during the next three-year lease as follows:

Year #1 \$0, Year #2 \$46,750, Year #3 \$51,000.

# MVP ARENA

Albany, New York

LETTER OF INTENT

BY

CDPHP

**FOR CORPORATE SUITE #23**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the “MVP ARENA” (Previously known as the “TIMES UNION CENTER”) and evidencing our support of this facility by this *Letter of Intent*. It is understood that the name of the arena was changed effective as of January 1, 2022.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite - #23 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-ONE THOUSAND DOLLARS (\$51,000.00) per contract year for a three (3) year term. **CDPHP** is required to pay (100%) of the annual lease payments that are owed. Therefore, **CDPHP shall be responsible for paying \$51,000 annually for Suite # 23 within the new renewal agreement.** The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

Such terms will include all benefits provided to **CDPHP** during the last lease of Suite #23 and due to the fact that **CDPHP** continued to pay the fees that are stipulated in the current lease during the “**Closure Period**”, which is defined as the time period when the COVID19 pandemic caused the arena to close; and it could not present events. The “**Closure Period**” is **April 1, 2020 through April 30, 2021**. **CDPHP** is owed a credit in the amount of \$55,250. The arena when it was known as the TU Center opened and started to present ticketed events in May of 2021. A credit in the amount of \$55,250 is being provided to **CDPHP** due to payments that were made when the arena was closed. **CDPHP** did not have the use of their suite during the “**Closure Period**”. The full amount of the credit will be applied towards the payments that otherwise would be payable in the first two years of the next three-year renewal lease. See below for details:



LETTER OF INTENT

CDPHP

SUITE # 23

PAGE 2

The annual suite fees for the next renewal lease term is in the amount of \$51,000. A credit in the amount of (\$55,250) is being applied towards the payments that will be owed in the 3-year agreement as follows:

ANNUAL PAYMENTS OWED IN RENEWAL LEASE

YEAR # 1	-	\$0
YEAR # 2	-	\$46,750
YEAR # 3	-	\$51,000

The amount that CDPHP will owe in Year #1 - \$0, in Year #2 - \$46,750 and in Year #3 - \$51,000 for a total amount payable over the next three-year renewal lease in the amount of \$97,750.

The Renewal Term of this Agreement shall start on September 1, 2022 and will end on August 31, 2025.

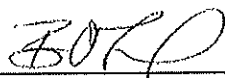
The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Empire and Siena Saints men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship 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 eight (8) additional "outside" seats.

The normal requirement of a deposit in the amount of \$3,000 is hereby being waived due to the credit that is owed as described above.

Dated: 1/21/2022

CDPHP

Signature: 

Name: Brian O'Grady

Title: PRESIDENT, HEALTH PLAN MARKETS



CORPORATE SUITE LEASE  
between  
THE COUNTY OF ALBANY  
and  
CAPITAL DISTRICT PHYSICIANS HEALTH PLAN

Lease Authorization: Resolution No.: 224 for 2019

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the Times Union Center (T. U. Center), by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the T. U. Center with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and Capital District Physicians Health Plan with offices located at 500 Patroon Creek Boulevard, Albany New York 12206 ( hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 224 for 2019 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 23 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2019 and ending on August 31, 2022. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of SIXTY ONE THOUSAND FIVE HUNDRED AND 00/100 (\$61,500.00) DOLLARS for rental of the Suite in equal annual installments of TWENTY THOUSAND FIVE HUNDRED AND 00/100 (\$20,500.00) DOLLARS.

B. The Suiteholder agrees to pay to the County during the three-year term of this Lease the sum of NINETY ONE THOUSAND FIVE HUNDRED AND 00/100 (\$91,500.00) DOLLARS for advertising within the Civic Center in equal annual installments of THIRTY T THOUSAND FIVE HUNDRED AND 00/100 (\$30,500.00) DOLLARS. Such advertising shall consist of the following:

1. A 3 foot by 3 foot illuminated diorama with Suiteholder's name and logo prominently displayed in Arena. The County reserves right to approve said dioramas for form, style and to select location.
2. Name of Suiteholder on commemorative plaque to be located at the main entrance to the Arena.
3. Listing of Suiteholder with logo, in all operator prepared event programs except when in conflict with sponsored events.
4. Recognition of suiteholder during all events on electronic message board as part of centrally located arena scoreboard. A total of up to two (2) messages per suiteholder per event will be presented.
5. Preference on other advertising packages in the Civic Center.
6. A customized suite door nameplate will be produced and attached to the Suite entrance door with the Suiteholder's company name(s).

C. The annual rental and advertisement payments totaling FIFTY ONE THOUSAND 00/100 (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge receipt of THREE THOUSAND AND 00/100 (\$3,000.00) DOLLARS in the form of a one-time non-refundable deposit from Suiteholder. This amount has been credited to the first required payment schedule.

2. SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100 (\$17,500.00) DOLLARS due on or before execution for the first year (2019) of the lease agreement.

3. TWENTY THOUSAND FIVE HUNDRED AND 00/100 (\$20,500.00) DOLLARS on or before July 1, 2020 and during each subsequent contract year of the lease agreement.

4. THIRTY THOUSAND FIVE HUNDRED AND 00/100 (\$30,500.00) DOLLARS on or before December 15<sup>th</sup> during each contract year of the lease agreement.

D. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

E. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

F. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

G. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

H. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

#### ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the

sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

#### ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.



C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

#### ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

#### ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall

(a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, the Hearst Corporation, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

#### ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

#### ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of

Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

#### ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, the Hearst Corporation, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, the Hearst Corporation and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

## ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

### A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by

anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

#### ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

#### ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

#### ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

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

County of Albany	SMG	Suiteholder
County of Albany	SMG	CDPHP
Department of Law	51 South Pearl Street	500 Patroon Creek Blvd.
112 State Street, Rm. 1010	Albany, New York 12207	Albany, New York 12206
Albany, NY 12207		

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those


persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

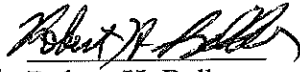
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

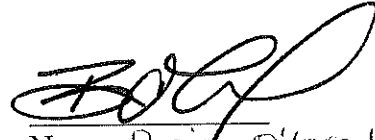
County of Albany

SMG

CDPHP

  
Daniel F. McCoy  
County Executive

  
Robert H. Belber  
G. M.

  
Name: Brian O'Grady  
Title: EVP & CMO

or, Philip F. Calderone  
Deputy County Exec.

Dated: 9/5/19

Dated: 8/26/19

Dated: 8/26/19



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

On the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 5 day of September, 2019, before me, the undersigned, a notary public in and for the state, personally appeared Philip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

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

On the 26<sup>th</sup> day of AUGUST, 2019 before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the T.U.Center, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or, the person upon whose behalf the individual acted, executed the instrument.

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

**GARY C. HOLLE**  
Notary Public, State of New York  
No. 01HO6362978  
Qualified in Albany County  
Commission Expires Aug 14, 2021

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

On the 26 day of August, 2019, before me, the undersigned, a notary public in and for the state, personally appeared Brian O'Grady, 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.

CHERYL A CAHILL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CA6041787  
Qualified In Warren County  
My Commission Expires 05-16-2022

  
NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2019, 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

EXHIBIT "A"

SUITE NO. 23  
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.



# SHAKER HERITAGE SOCIETY

25 Meeting House Road \* Albany, New York 12211

www.ShakerHeritage.org \* (518) 456-7890

## Board Members

Lynn Dunning-Vaughn  
President

Danielle Walsh  
Vice President

Michael Bates  
Treasurer

Helen Adams-Keane  
Mark Castiglione  
Janet Hiser  
Gail Hughes-Morey  
Stephen Iachetta  
Matthew Miller  
Mark Muscatiello  
Tracy Thompson  
Ann Thornton

Ex. Officio  
Hon. Daniel McCoy  
Hon. Peter Crumme

Johanna Batman  
Executive Director

April 27<sup>th</sup>, 2022

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

Dear Chairman Joyce:

Shaker Heritage requests legislative authorization to accept a New York State Council on the Arts (NYSCA) Capital Projects Grant in the amount of \$80,000 awarded in March of this year.

Funds from this grant will be matched by donations and pledges from private foundations and donors. The total funds raised will be applied to the installation of a new HVAC system. Engineering design documents provided by Connecticut-based Landmark Facilities Group, LLC are enclosed for your consideration.

Many thanks for your consideration and support. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Johanna Batman  
Executive Director  
Shaker Heritage Society

cc: Hon. Dennis Feeney, Majority Leader  
Hon. 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-3283, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Shaker Heritage Contract Authorization for Facilities Project

Date:	April 27, 2022
Submitted By:	Johanna Batman
Department:	Shaker Heritage Society
Title:	Executive Director
Phone:	518-456-7890 x1
Department Rep.	
Attending Meeting:	Johanna Batman

**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

Acceptance

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):

Shaker Heritage Society  
25 Meeting House Rd  
Albany, NY 12211

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$80,000

Scope of Services: Funding to support installation of variable-flow-refrigerant HVAC system  
in 1848 Meeting House

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: 100

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) July 2022 - July 2025

Length of Contract: 3 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)

Shaker Heritage requests legislative authorization to accept a New York State Council on the Arts (NYSCA) Capital Projects Grant in the amount of \$80,000 awarded in March of this year.

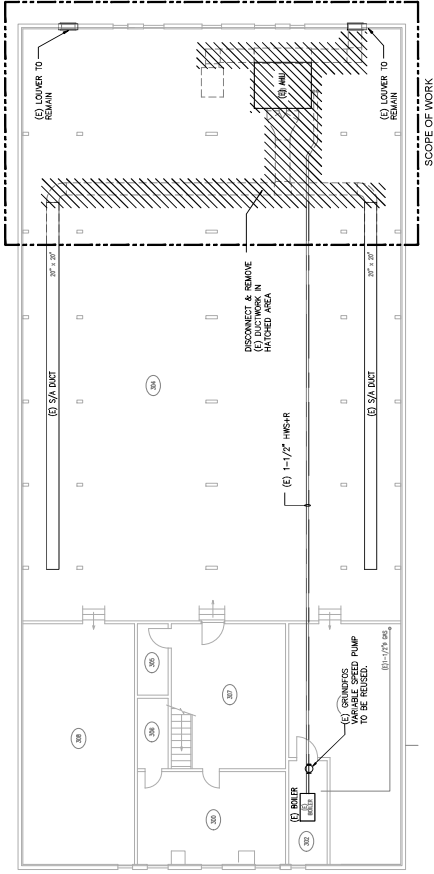
Funds from this grant will be matched by donations and pledges from private foundations and donors. The total funds raised will be applied to the installation of a new HVAC system. Contract details and engineering design documents are enclosed for your consideration.





**GENERAL DEMOLITION NOTES**

1. ALL DEMOLITION WORK SHALL BE COORDINATED WITH THE BUILDING MANAGER. ALL DEMOLITION WORK TO BE DONE DURING THE HOURS DESIGNATED.
2. MAINTAIN STABLE AND SAFE CONDITIONS AT ALL TIMES TAKING CAUTION TO PROTECT THE EXISTING AND ADJACENT BUILDINGS, THEIR OCCUPANTS, STREET FRONT AND THE PUBLIC.
3. DEMOLISHED MATERIALS NOT INTENDING FOR SALVAGE BY OWNER, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT SITE.
4. PROVIDE PROTECTION TO ALL EXISTING ELECTRICAL, MECHANICAL, AND PLUMBING EQUIPMENT TO REMAIN OR BE REUSED.
5. COORDINATE WITH GENERAL CONTRACTOR TO REMOVE ALL ABANDONED ELECTRICAL CABLES FROM EXISTING LOCATION, TRACE BACK TO THEIR SOURCE AND TAG.
6. ALL LIFE SAFETY EQUIPMENT AND ASSOCIATED CONDUIT AND WIRING SHALL BE PROTECTED FROM DEMOLITION WORK.
7. THE SCOPE OF THE DEMOLITION WORK HAS GENERALLY BEEN INDICATED ON THE DRAWINGS FOR CONTRACTORS INFORMATION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE FULL SCOPE, EXTENT, NATURE AND NUMBER OF DEMOLITION REQUIRED.
8. CONTRACTORS SHALL TAKE SPECIAL CARE TO DEMOLISH ONLY THAT WORK WHICH IS REQUIRED TO BE DEMOLISHED AND NOT TO DISTURB ANY WORK WHICH IS TO REMAIN. IF IN THE COURSE OF DEMOLITION WORK, CONTRACTORS DISCOVER ANY WORK WHICH IS TO REMAIN, THEY SHALL AT THE OWNERS EXPENSE, REPAIR OR REPLACE SUCH WORK AS NECESSARY.
9. REMOVE AND DISCARD ALL DEMOLISHED ITEMS IN A MANNER FULLY APPROVED BY THE AUTHORITY HAVING LOCAL JURISDICTION.
10. DO NOT SCALE DRAWINGS.
11. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND JOB CONDITIONS PRIOR TO SUBMITTING BIDS AND SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. ANY INFORMATION THAT WOULD INTERFERE WITH SATISFACTORY COMPLETION OF WORK, ALL BUILDING DEPARTMENT PERMITS SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.



THIRD FLOOR MECHANICAL DEMO PLAN  
SCALE: 1/8" = 1'-0"

REV	DATE	DESCRIPTION

KEY PLAN  
W. STATE

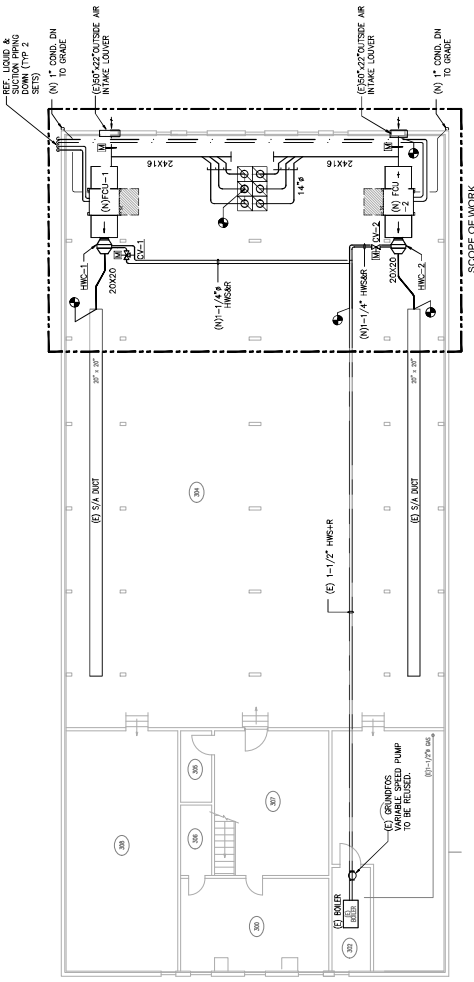
LFG  
LANDMARK  
ENGINEERING & ARCHITECTURE  
2001 ROAD 4000 701  
GROTON, CT 06340-1500

HVAC EQUIPMENT UPGRADES  
SHARER VILLAGE MFG. HOUSE  
25 MFG. HOUSE RD., ALBANY NY 12211

SCALE	AS SHOWN	DATE	12/15/19
PROJECT NO.	1901000000	DATE	12/15/19

MECHANICAL DEMO PLAN  
THIRD FLOOR

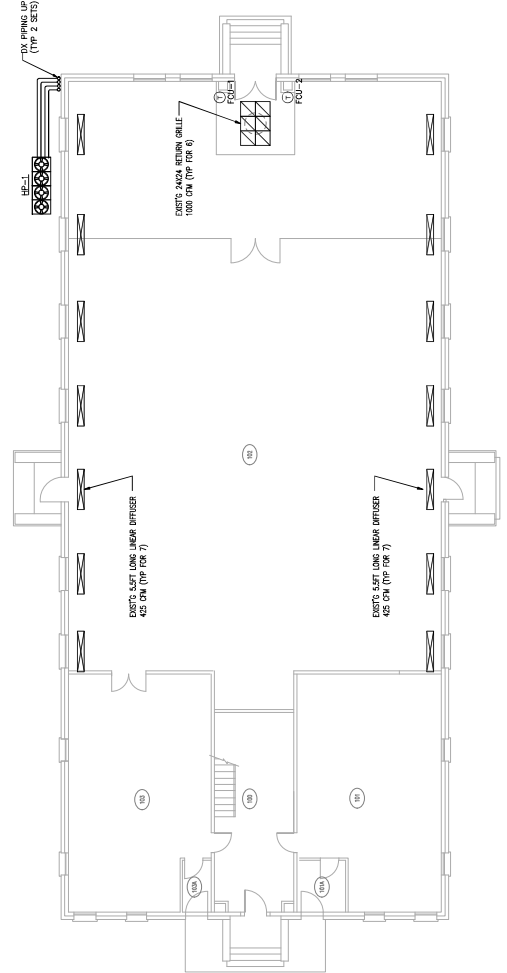
DATE PLOTTED	12/15/19
SCALE	AS SHOWN
PROJECT NO.	1901000000
DATE	12/15/19



THIRD FLOOR PROPOSED MECHANICAL PLAN  
SCALE: 1/8" = 1'-0"

- NOTES:**
1. NEW FAN COIL UNITS SHALL BE SUPPLIED FROM ROOF RATHER THAN FROM FLOOR. ALL UNITS SHALL BE SUPPLIED WITH 1.5" THICK INSULATION. ALL UNITS SHALL BE SUPPLIED WITH 1.5" THICK INSULATION. ALL UNITS SHALL BE SUPPLIED WITH 1.5" THICK INSULATION.
  2. ALL NEW DUCTWORK SHALL BE INTERNALLY LINED WITH 1.5" THICK INSULATION.
  3. AUTORIZED DAMPERS AND CONTROL VALVES (CV-1, CV-2) SHALL BE WATER CONTROL VALVES SHALL BE FULLY MODULATING TYPE. AIR DAMPERS SHALL BE TWO-POSITION TYPE.
  4. PIPING AND INSTALL DUCT WORKED HOT WATER COIL (HW-1) TO EACH UNIT WITH A CAPACITY OF 110 GPM. PROVIDE AUTOMATIC BY PASS VALVE AND CONTROL VALVE AT EACH COIL AS MANUFACTURED BY THE COIL MANUFACTURER.
  5. FCU-1 AND FCU-2 SHALL BE SETUP TO OPERATE AS STAGE 1 AND STAGE 2 COOLING FOR THE SPACE. FCU-2 SHALL HAVE TEMPERATURE SENSING AND CONTROL. FCU-1 SHALL BE SUPPLIED WITH 1.5" THICK INSULATION. ALL UNITS SHALL BE SUPPLIED WITH 1.5" THICK INSULATION. ALL UNITS SHALL BE SUPPLIED WITH 1.5" THICK INSULATION. ALL UNITS SHALL BE SUPPLIED WITH 1.5" THICK INSULATION.
  6. PROVIDE FREEZE/ANTI-FREEZE PROTECTION OF HOT WATER PIPING AND EQUIPMENT. PROVIDE FREEZE/ANTI-FREEZE PROTECTION OF HOT WATER PIPING AND EQUIPMENT. PROVIDE FREEZE/ANTI-FREEZE PROTECTION OF HOT WATER PIPING AND EQUIPMENT.
  7. MECHANICAL EQUIPMENT SELECTIONS ARE BASED ON THE FOLLOWING:  
 FCU-1: MITSUBISHI RPT-FRANISHI-1  
 FCU-2: MITSUBISHI RPT-FRANISHI-1  
 AH-1: MITSUBISHI RPT-FRANISHI-1  
 AH-2: MITSUBISHI RPT-FRANISHI-1  
 THERMOSTATS SHALL BE MODEL PFM-CT010MU-SB  
 EVR-1 (ALTERNATE #) SHALL BE US9MY (CR-60).

THIRD FLOOR PROPOSED MECHANICAL PLAN (ADD ALT.#1)  
SCALE: 1/8" = 1'-0"



FIRST FLOOR PROPOSED MECHANICAL PLAN  
SCALE: 1/8" = 1'-0"

- NOTES:**
1. COMPRESSOR SHALL BEHAVE AS AIR OUTLETS FOR AIR FLOW INTO THE SPACE.
  2. PROVIDE FANCOIL PROPOSED CONDENSATE PANS AT GRADE FOR EACH FAN COIL UNIT. CONDENSATE PANS SHALL BE SET ON FACTORY STAND NO LESS THAN 4" ABOVE FAN.

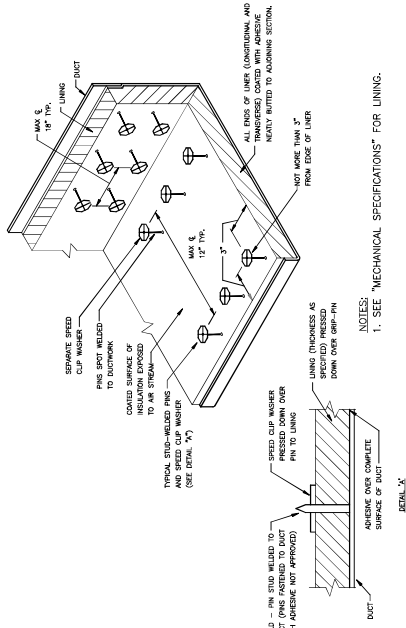
REV	DATE	DESCRIPTION
1	10/06/2016	ISSUE FOR PERMIT
2	10/06/2016	ISSUE FOR PERMIT

**LFG**  
LANDMARK  
FLUOR  
CORPORATION  
2001 Rte 4000 741  
2001 Rte 4000 741  
2001 Rte 4000 741

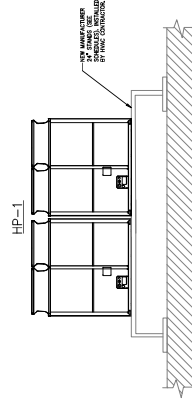
KEY PLAN  
WYOMING

MECHANICAL PLANS  
FIRST & THIRD FLOORS

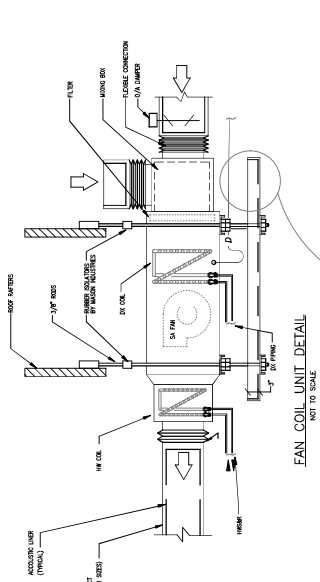
DATE: 10/06/2016	PROJECT: 160000	SCALE: 1/8" = 1'-0"
DESIGNED BY: [Name]	CHECKED BY: [Name]	DATE: 10/06/2016
<p>MECHANICAL PLANS FIRST &amp; THIRD FLOORS</p>		
<p>HVAC EQUIPMENT UPGRADES SHARER VILLAGE MFG. HOUSE 25 MFG. HOUSE RD., ALBANY NY 12211</p>		



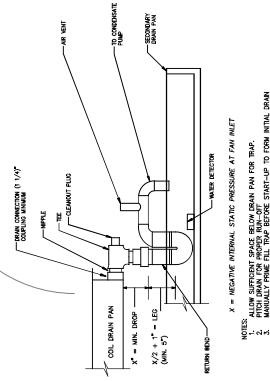
**SOUND LINING INSTALLATION DETAIL**  
NOT TO SCALE



**EQUIPMENT ON GRADE DETAIL**  
NOT TO SCALE



**FAN COIL UNIT DETAIL**  
NOT TO SCALE



**DRAIN PAN WATER SEAL PIPING**  
NOT TO SCALE

- NOTES:
1. ALLOW SUFFICIENT SPACE BELOW DRAIN PAN FOR TRAP.
  2. MANUALLY PRIME TRAP BEFORE START-UP TO FORM INITIAL DRAIN.
  3. SUPPORT ENTIRE DRAIN LINES TO PREVENT SAG AND CONDENSATE.
  4. SEAL CONDENSATE DRAIN AS SHOWN. BE SURE 1/4\"/>

DRAIN PAN WATER SEAL PIPING  
NOT TO SCALE

REV	DATE	DESCRIPTION

<p>LANDMARK Newark, CT 06855 1000 West Street Newark, CT 06855 203.786.4000 FAX 203.786.4001</p>	<p><b>HVAC EQUIPMENT UPGRADES</b> SHARPER VILLAGE MFG. HOUSE 25 MFG. HOUSE RD., ALBANY NY 12211</p>
--	---

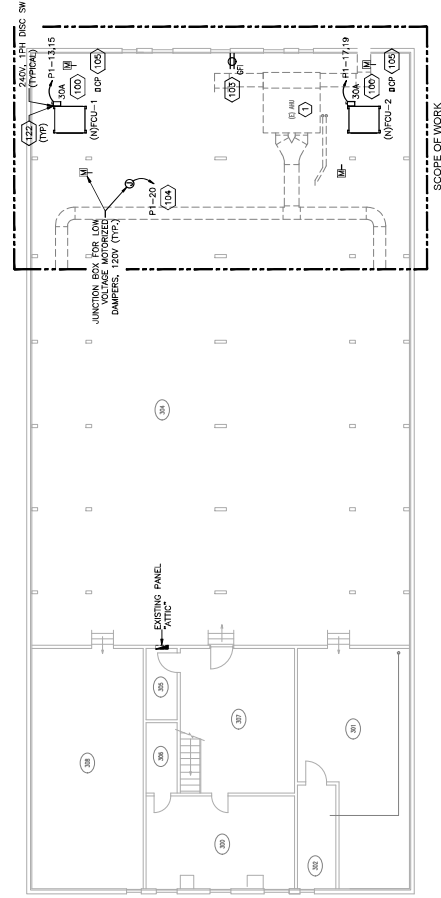
<p>PROJECT NO. 2007/12/15</p>	<p>ISSUED BY: JF</p>	<p>DATE: 05/11/15</p>	<p>PROJECT NO. 77</p>
-------------------------------	----------------------	-----------------------	-----------------------

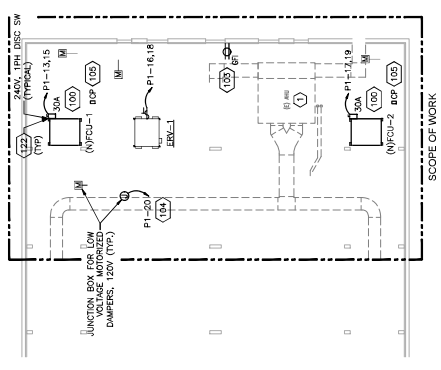
<p>MECHANICAL DETAILS</p>	<p>DATE: 05/11/15</p>	<p>SCALE: 1/4" = 1'-0"</p>
---------------------------	-----------------------	----------------------------







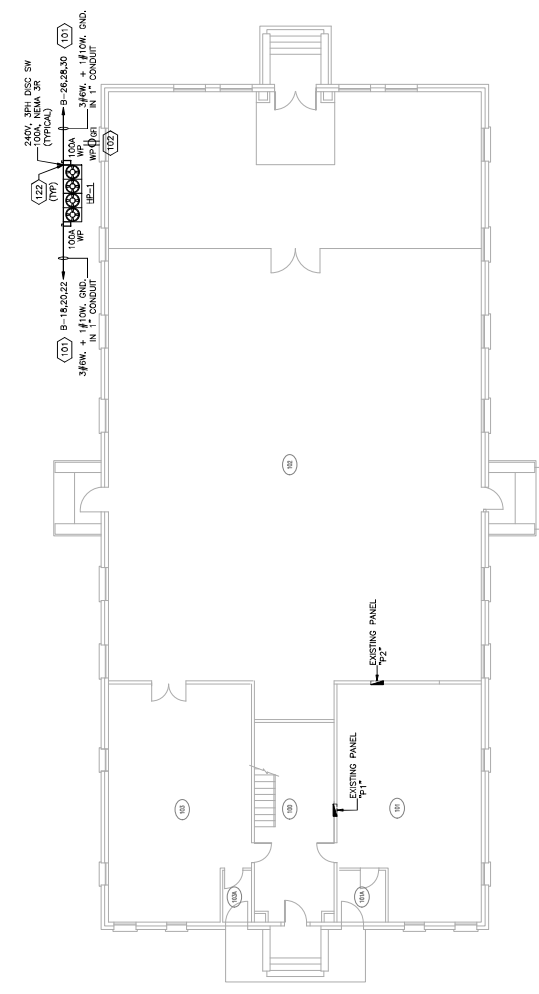
THIRD FLOOR PROPOSED ELECTRICAL PLAN  
SCALE: 1/8" = 1'-0"



THIRD FLOOR PROPOSED ELECTRICAL PLAN (ADD. ALT.#1)  
SCALE: 1/8" = 1'-0"

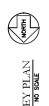
- GENERAL NOTES:**
- THE DASHES ARE TO BE REMOVED IN MATERIAL AND ARE NOT INTENDED TO SHOW EVERY FITTING (i.e., PULL BOX), ETC. THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT IS AVAILABLE FOR INSTALLATION OF ANY MATERIAL OR EQUIPMENT.
  - ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL EQUIPMENT SPECIFICATIONS PRIOR TO INSTALLATION. EQUIPMENT PROVIDED AND COORDINATE WITH MECHANICAL CONTRACTOR FOR FIT AND FEEDER SIZES. REQUIRE ADJUSTING TO SUIT ANY DISCREPANCIES.
  - CONNECT LOW VOLTAGE MOTORIZED DAMPERS TO ALL ELECTRICAL DEVICES AND FIXTURES.
  - ALL EXPOSED CONDUIT SHALL BE LOCATED IN FIELD AND BE PROTECTED FROM MECHANICAL DAMAGE. CONDUIT TO BE PAINTED, COLOR TO BE DETERMINED.
- POWER CODED NOTES**
- (105) CONNECT NEW CONDUIT TO MAIN AS WITH NEW CONDUIT OR NEW INDICATED 240V/3Ø CIRCUIT BREAKER. PROVIDE #12 + #120 WIRING IN 3/4" C FROM NEW EQUIPMENT TO EXISTING PANEL.
  - (106) PROVIDE #16 + #100 WIRING IN 1" C FROM NEW EQUIPMENT TO EXISTING PANEL.
  - (107) PROVIDE #16 + #100 WIRING IN 1" C FROM NEW EQUIPMENT TO EXISTING PANEL.
  - (108) MECHANICAL EQUIPMENT WIRE TO EXISTING RECEPTACLE OR FROM TO BE COORDINATED WITH MECHANICAL CONTRACTOR.
  - (109) ESO RECEPTACLE PROVIDED FOR CONVENIENCE FOR MECHANICAL EQUIPMENT WIRE TO EXISTING RECEPTACLE OR FROM TO BE COORDINATED WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
  - (110) JUNCTION BOX FOR LOW VOLTAGE MOTORIZED DAMPERS AND/OR CONTROL VALVES SUPPLIED WITH 120V WIRING TO EXISTING PANEL. COORDINATE EXACT LOCATIONS AND REQUIREMENTS WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
  - (111) CONNECT LOW VOLTAGE MOTORIZED DAMPERS TO EXISTING PANEL. COORDINATE EXACT LOCATIONS AND REQUIREMENTS WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
  - (112) MOTOR STARTERS/DISCONNECT SWITCHES PROVIDED BY ELECTRICAL CONTRACTOR.

- DEMOLITION CODED NOTES**
- (1) REMOVE AND PROPERLY DISPOSE OF EXISTING ELECTRICAL EQUIPMENT AND DEVICES SERVING MECHANICAL EQUIPMENT TO BE SERVED BY NEW ELECTRICAL PANELS. RETURN BACK TO THEIR RESPECTIVE ELECTRICAL PANELS. FIELD VERIFY EXACT LOCATION OF EQUIPMENT AND DEVICES TO BE REMOVED. PROVIDE MECHANICAL CONTRACTOR WITH ADDITIONAL INFORMATION AND EXACT LOCATION OF MECHANICAL EQUIPMENT TO BE REMOVED.



FIRST FLOOR PROPOSED ELECTRICAL PLAN  
SCALE: 1/8" = 1'-0"

REV	DATE	DESCRIPTION



**LFG**  
LANDMARK  
FLUOR DANIEL  
CORPORATION  
3000 ROUTE 4000  
NEWARK, CT 06655  
(203) 799-5000  
WWW.LFG.COM

**HVAC EQUIPMENT UPGRADES  
SHARPER VILLAGE MTG. HOUSE  
25 MTG. HOUSE RD., ALBANY NY 12211**

DATE:	2021/07/15	ISSUED BY:	LF
PROJECT NO.:	19-003	PROJECT NAME:	SHARPER VILLAGE MTG. HOUSE

ELECTRICAL PLANS  
FIRST & THIRD FLOORS

PROJECT NO.:	19-003	PROJECT NAME:	SHARPER VILLAGE MTG. HOUSE
DATE:	2021/07/15	ISSUED BY:	LF

## **CONTRACT DETAILS:**

<b>Organization Name:</b>	Shaker Heritage Society
<b>Contract No.:</b>	C22097GG
<b>Project Title:</b>	HVAC replacement
<b>Grant Amount:</b>	\$ 80,000
<b>Contract Term:</b>	7/1/2022 - 6/30/2025

As a reminder grant terms are three years, beginning on July 1, 2022, and ending June 30, 2025. Grant funds may not be expended toward activities that take place outside of those dates.

## **INSTRUCTIONS FOR EXECUTING YOUR CONTRACT:**

Executing your contract includes the following components:

- **STEP 1:** [Click Here for Instructions](#)
- Carefully review the instructions document linked above.
- Complete all relevant online questions/modules in the Grants Gateway Contract portal.
- Upload the following attachments to the Grantee Documents Folder before changing your contract status:
  1. [Itemized Budget Form and Certification](#) *(Please use the version you submitted with your application as a starting point - leave the application columns as is and just fill in the sections relevant to the contract. Login to [nysca.smartsimple.com](https://nysca.smartsimple.com) if you need to download a copy of your budget. This link will provide a blank form if you need to start a new document for any reason.)*
  2. [MWBE Attestation](#)
  3. [MWBE Goal Assessment Checklist](#)
  4. [Facility Use Affidavit](#)
  5. [Subcontractor Identification Form](#)
  6. Copies of all executed subcontracts over \$100,000 that will be paid with NYSCA funds *(See Instructions link above)*
  7. Upload proof of workers' compensation and disability insurance coverage individually. On documents where a certificate holder can be indicated, New York State Council on the Arts and the

agency's full address (300 Park Avenue South 10th Floor New York, NY 10010) must be listed. (See *Instructions link above*)

- **Sign up for ePayment through SFS:**
  - If you have not signed up for ePayment (direct deposit) within the State Financial System (SFS), please log into the vendor portal and sign up for ePayments. Instructions on signing up for ePayments are available at <https://www.osc.state.ny.us/vendors/>. Please call the SFS helpdesk at 855-233-8363 if you need assistance. ***Please note: you must sign up for ePayment to receive your funds.***
  
- **Payment Structure:**
  - An initial payment of 25% of the grant amount will be made upon execution of your contract.
  - The second payment of 35% will be paid upon receipt of an interim report in Grants Gateway that details progress payments of at least 60% of the proposed project.
  - The final payment of 40% will be paid upon receipt of a final progress report in Grants Gateway that details progress payments of at least 95% of the proposed project.
  
- **Stay current with required annual financial filings with the Office of the NYS Attorney General's Charities Bureau.**
  - We are required to check with the Charities Bureau that you are current when we are completing your contract.

**REPORTING REQUIREMENTS:**

*Please click the following links to find:*

- A detailed summary of your payment terms and reporting requirements, located in your contract as part of Attachment D: [Summary of Payment and Reporting Terms](#)
- The Reporting Affidavit form for reporting on the progress of your project once the contract has begun: [Reporting Affidavit Form](#)

\* Please retain these documents in order to prepare your report when you reach the milestones outlined in the payment terms and reporting requirements.