

County of Albany

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



Meeting Agenda

Tuesday, September 27, 2022

5:00 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Public Works Committee

CURRENT BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. AMENDING RESOLUTION NO. 57 FOR 2022 REGARDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF A GARAGE AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER
3. AMENDING RESOLUTION NO. 58 FOR 2016 REGARDING THE RENOVATION AND REHABILITATION OF BUILDINGS AT THE ANN LEE SHAKER SITE
4. AUTHORIZING AN AGREEMENT WITH STEPHENSON EQUIPMENT, INC. REGARDING THE PURCHASE OF A ROSCO FRONT MOUNT BROOM AND AMENDING THE 2022 DEPARTMENT OF PUBLIC WORKS BUDGET
5. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES
6. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF COMMERCIAL SPACE AT THE MVP ARENA: RUKHSANA CORPORATION DBA PEARL STREET CONVENIENCE
7. AUTHORIZING A LEASE AGREEMENT WITH TECH FORWARD INC. AT THE MVP ARENA
8. AMENDING RESOLUTION NO. 113 FOR 2022 REGARDING THE REPLACEMENT OF INDOOR VIDEO DISPLAYS, AN INDOOR LED RIBBON DISPLAY, AND SCORERS TABLES AT THE MVP ARENA

County of Albany

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



Meeting Minutes

Tuesday, August 23, 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 C&S ENGINEERS, INC. REGARDING SPACE PLANNING CONSULTING SERVICES FOR VARIOUS COUNTY OFFICES AND DEPARTMENTS

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 SURVEYING FOR DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE WATERLIET SHAKER ROAD (CR157) ROADWAY IMPROVEMENT PROJECT PHASE III

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 TRACEY ROAD EQUIPMENT, INC. FOR THE PURCHASE OF FIVE WESTERN STAR TANDEM DUMP TRUCKS

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

5. DETERMINATION THAT THE REMOVAL AND REPLACEMENT OF A METAL STORAGE STRUCTURE AT THE DEPARTMENT OF PUBLIC WORKS RENSSELAERVILLE SUBDIVISION WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

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

6. AUTHORIZING A LEASE AGREEMENT WITH TRUSTCO BANK REGARDING SUITE NO. 11 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 LEASE AGREEMENTS WITH JAMES KLEINBAUM, CHICAGO TITLE, AND NORTHEASTERN INSURANCE AGENCY, LLC REGARDING SUITE NO. 25 AT THE MVP ARENA

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

Larry I. Slatky
Executive Director

August 31, 2022

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to amend the Angerame Architects contract by adding \$85,000.00 to their existing contract for a total not to exceed amount of \$293,750.00

Since the conception of the garage project, we have added to the desired space for the Department of Public Works and Weights and Measures that included additional storage space. While the scope of the project stayed the same, we did expand the footprint, therefore, there was additional cost. The outline of all of the revisions to this project will be submitted to the New York State Department of Health in the form of a CON in an effort to receive reimbursement.

We thank you in advance for your approval of this amendment.

Sincerely,

Larry I. Slatky
Executive Director

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-3558, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Angerame Architects Garage Contract Amendment

Date:	August 31, 2022
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

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):

Angerame Architects, P.C.
30 Essex Street
Albany, New York 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$293,750.00

Scope of Services: Angerame Architects will provide working drawings for the construction of a garage to be located at the site of Shaker Place Rehabilitation and Nursing Center. These drawings had to be modified to accommodate the Department of Public Works, Weights and Measures and additional storage, therefore, a change to the original scope was required, creating an additional work and expense.

Bond Res. No.: 2022-093
Date of Adoption: March 2022

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: HHT8-1620-22000F
Appropriation Amount: \$293,750.00

Source of Funding - (Percentages)

Federal: 0
State: 0
County: 100
Local: 0

Term

Term: (Start and end date) 1/1/2022 through 12/31/2023
Length of Contract: 24 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: 57
Date of Adoption: 3/14/2022

Justification: (state briefly why legislative action is requested)

The Angerame Architect contract had to be modified to incorporate items left off the RFP, the addition and revisions of the Department of Public Works, the addition to the project of the weights and measures facility and building location and roadway. These revisions to the working drawings increased the architectural fees. (See attachment). I have adjusted the project cost to the full amount of the contract, which includes an additional \$85,000.00 for these fees.

A n g e r a m e
A r c h i t e c t s • P . C .

Architecture
Planning
Interior Design

Mr. Larry Slatky
Executive Director
100 Heritage Lane
Albany, NY 12211

August 10, 2022

Re: Shaker Place Rehabilitation and Nursing Center and Department of Public Works Vehicle Storage Facility – Additional Compensation

Dear Larry,

As the proposed design of the new storage facility is being refined to incorporate the requirements and needs of the County; there are a few items which were not defined in the RFP #2021-132. The items listed below will require additional time, detailing, calculations, etc. on behalf of the design team which we were not aware of while submitting our proposal. We will give a brief summary of each item and the additional costs for the work associated.

1. Recently we were informed by the County per telephone that it wishes to utilize the existing stone road to the Hill House as access to the new Storage Facility. The RFP per section 4.1.4.5, only noted surveying the site to the property lines and per the geodetic maps available online at the time of proposal, the known property lines do not include this roadway. It will need to be included in the survey to properly design grades and access to the new facility.

The additional scope of work to provide this will be \$3,500.00.

2. The D.P.W. expressed a desire to utilize the space above the Center Core area (offices, breakroom, toilets, etc.) as storage, thereby reducing the building footprint. As this was not expressed in the RFP, it will require additional design scope for structural support, metal access stairs, safety railings, etc...

The additional scope of work to provide this will be \$15,500.00.

3. It was stated during a meeting and later defined per emails, that there would be a separate building (noted as “pole barn” from here forward) to store the Department of Weight and Measures equipment, DPW & NH truck sanders and equipment. This building is to have two overhead doors and some three-sided bays, electricity, plumbing, heating in the enclosed bays, and be a pre-engineered metal building. This building is to be located on the upper lay-down storage area and requires additional civil, mechanical, and electrical engineering.

The additional scope of work to provide this will be \$36,500.00.

4. The DPW has requested a large, graded lay-down storage area which will be utilized for storage of box rail, stockpiling materials, and various equipment. As no topographical survey was provided with the RFP, and due to the existing site grades and the size of the area; additional civil engineering is required to establish this space.

The additional scope of work to provide this will be \$8,500.00.

5. The size of the required building and the existing site grading requires retaining walls be designed to allow the facility to fit on the site. These were not included in the RFP and therefore not included in our original scope of services. Approximately 1,550lf of retaining walls will be required to allow for construction of the facility, the salt storage shed, fuel storage station and allow trucks access to the needed areas and turning radiuses.

The additional scope of work to provide this will be \$18,500.00.

6. During meetings it was stated that showers were to be provided in the DPW bathrooms and AAPC based their Spatial Program and following Schematic Design and detailing on the showers being included. It was later stated that the showers were to be eliminated from the project and the plans, details, etc. were adjusted accordingly. During subsequent emails, we were instructed to re-design the bathrooms to include the showers again.

The additional scope of work to provide this will be \$2,500.00.

The total fee for the scope of services increase above described above would be \$85,000.00.

We would also like to reiterate the excluded items in our original proposal (noted below) which would require additional compensation should any of them be needed in the future. To date, we have reviewed the proposed contract by the County.

The following items are assumed by ANGERAME ARCHITECTS, P.C. in providing the above fee proposal:

- Proposal is based on a single, standalone building and separate fueling station with no connection to an existing building.
- Fee is based on a project construction duration of eight (8) months.
- Job meetings attended by an architect/consultants will be limited to a bi-weekly basis.
- Meetings are limited to the number as listed for each phase in this proposal.
- Renderings are not included in this proposal.
- Interiors (F.F.& E) is not included in this proposal.
- Fulltime, on-site Construction Management is not included in this proposal and is an additional cost.
- Hazardous Materials surveying and documentation is excluded in this proposal.

- Traffic analysis and circulation is excluded in this proposal.
- Work in any existing facility is excluded in this proposal.
- Application forms for NYSERDA grants, etc. are excluded in this proposal.
- Weekly SWPPP inspections are excluded in this proposal.
- A PLA is not required by the County for this project and is excluded in this proposal.
- Proposal is based on a Single Prime Contract for this project.
- An onsite Clerk-of-the-Works is excluded in this proposal.
- Third party commissioning is excluded, as this will be completed by our current project team members.

The above services performed by our staff, will be reimbursed at our hourly rates. If consultants are required, our fee would include a 15% override on their cost to us.

*Hourly rates have increased 5% on January 1, 2022 & yearly there after.

If you have any questions, please contact us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Angerame', with a long, sweeping horizontal line extending to the right.

Leonard G. Angerame, AIA
President
Angerame Architects, P.C.

PROFESSIONAL SERVICE AGREEMENT
 BETWEEN THE COUNTY OF ALBANY
 AND ANGERAME ASSOCIATES, P.C.
 FOR ARCHITECTURAL AND ENGINEERING SERVICES
 RE GARAGE CONSTRUCTION AT THE SHAKER PLACE
 REHABILITATION AND NURSING CENTER

PURSUANT TO RES. NO. 57 FOR 2022, ADOPTED MARCH 14, 2022

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Angerame Associates, P.C., a New York professional corporation, with its principal place of business located at 30 Essex Street, Albany, New York 12206 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has a need for architectural and engineering services for garage construction at the Shaker Place Rehabilitation and Nursing Center; and

WHEREAS, the Consultant has submitted a proposal dated November 19, 2021 to provide the aforesaid architectural and engineering services (hereinafter, the "Proposal"); and

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

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Consultant pursuant to Resolution No. 57 for 2022, adopted March 14, 2022 regarding the aforesaid architectural and engineering services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof (hereinafter, the "RFP"; and the Proposal, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

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

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide all of the architectural and engineering services described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-4 through RFP-11 (hereinafter, the "Project Scope of Services"). The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP.

2.2 In addition to the Project Scope of Services described in Paragraph 2.2, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP.

2.3 The Consultant shall not perform any services beyond those described in this Agreement or the Proposal unless it has obtained prior written approval from the County.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed TWO HUNDRED EIGHT THOUSAND, SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$208,750.00) as full compensation for all services rendered under this Agreement.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Shaker Place Rehabilitation and Nursing Center, and said claim form may be submitted on a monthly basis. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence upon receipt of a Notice to Proceed and shall continue in effect through completion of the services. The parties anticipate completion of the services on or before December 31, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the HUMAN RIGHTS LAW) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. EXTRA SERVICES/WORK

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to

another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any noncompliance by the County will not diminish, eliminate, or lessen Consultant's own liability.

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

ARTICLE 26. GREEN INFRASTRUCTURE POLICY

The Consultant acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003 (hereinafter, the "Policy"). The Consultant agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Policy.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures of the County.

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

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

27.4 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.

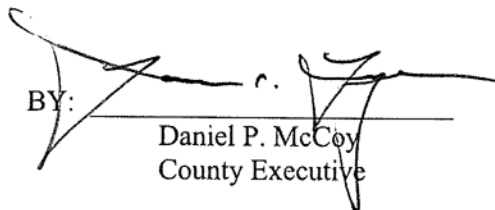
27.5 The County shall bear no responsibility other than that set forth in this Agreement.

27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

COUNTY OF ALBANY

DATED: 4/18/2022

BY: 

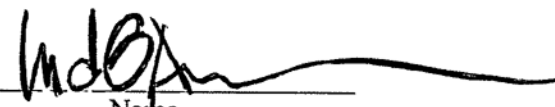
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

ANGERAME ASSOCIATES, P.C.

DATED: April 11, 2022

BY: 

Name

President

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 18th day of April, 2022, before me, the undersigned, 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 within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

On the 11th day of April, 2022, before me, the undersigned, personally appeared Leonard Anguame, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Katelyn Jessie
Notary Public, State of New York
Reg. No. 01JE6392890
Qualified in Albany County
Commission Expires June 3, 2023

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

30 Essex Street
Albany
New York 12206 2027

A n g e r a m e
A r c h i t e c t s • P . C .

Architecture
Planning
Interior Design

To Susan Wyld
Confidential Secretary
Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, NY 12211

From Leonard G. Angerame

Re Albany County Shaker Place & D.P.W. Garage

Date April 11, 2022

Attached are two (2) executed copies of the contract for the above project.

Should you have any questions, please contact me at your convenience.

Sincerely,



Leonard G. Angerame

Enclosures

518 454 9300
518 454 9333
len@angeramearchitects.com
angeramearchitects.com



County of Albany

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

Legislation Text

File #: TMP-3002, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Angerame Architects will Provide Architectural and Engineering Services for the Garage Construction

Date: December 21, 2021
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

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

File #: TMP-3002, Version: 1

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):

Angerame Architects
30 Essex Street
Albany, New York 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$208,750.00

Scope of Services: Angerame Architects will provide architectural and engineering services that will be utilized for the completion of working drawings for the construction of the Shaker Place garage. These services will also include an estimate of project cost, oversight of the project, assisting with the NYSDOH CON application and related services such as site planning and local agency approvals.

Bond Res. No.: To Be Acquired

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

File #: TMP-3002, Version: 1

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: HNN ?
 Appropriation Amount: \$208,750.00

Source of Funding - (Percentages)

Federal: 0
 State: 0
 County: 100
 Local: 0

Term

Term: (Start and end date) 1/1/2022-12/31/2023
 Length of Contract: 24 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Angerame Architects was chosen through the RFP process, number 2021-132 (see attached award letter and rating sheet). Also, attached is the RFP response for scope of services. Note: This is part of the approved Shaker Place Capital Plan and Bond. While the Capital Plan has been approved the Comptroller has not yet secured the Bond.

RESOLUTION NO. 57**AUTHORIZING AN AGREEMENT WITH ANGERAME ARCHITECTS REGARDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF A GARAGE AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER**

Introduced: 3/14/22

By Public Works Committee:

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Angerame Architects regarding architectural and engineering services for the construction of a garage at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$208,750 for a term commencing January 1, 2022 and ending December 31, 2023, and

WHEREAS, The Shaker Place Rehabilitation and Nursing Center through the County Purchasing Agent issued a Request for Proposals and seven proposals were received for Architectural and Engineering Services, and

WHEREAS, The Executive Director and the Purchasing Agent have performed a thorough evaluation of said proposals and recommended awarding the contract to Angerame Architects as the lowest responder, and

WHEREAS, The Executive Director indicated the proposed agreement will include complete working drawings and estimated project costs, oversight of the project and assisting with the New York State Department of Health Certificate of Need application and related services with local agencies, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Angerame Architects, Albany, NY 12206 regarding architectural and engineering services for the construction of a garage at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$208,750 for a term commencing January 1, 2022 and ending December 31, 2023, and, be it further

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

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

Adopted by unanimous vote - 3/14/22



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

August 12, 2022

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

Re: Contract Extension Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to proceed with the State's authorization of a one year extension of the New York State Office of Parks, Recreation and Historic Preservation grant awarded to Albany County and accepted pursuant to Resolution 58 of 2016 for the preservation of the historical buildings located at the Ann Lee Shaker site.

The term of this extension is December 10, 2021 through December 9, 2022. All provisions of the current OPRHP contact remain in effect through the term of the extension.

The final phase of construction is scheduled to start on September 19, 2022 with projections to be completed by December 2022.

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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



County of Albany

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

Legislation Text

File #: TMP-3516, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

New York State Office of Parks, Recreation and Historic Preservation - Shaker Site Preservation Grant Extension.

Date:	August 12, 2022
Submitted By:	David Latina
Department:	Department of General Services
Title:	Commissioner
Phone:	518-447-7210
Department Rep.	
Attending Meeting:	David Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

NYS Office of Parks, Recreation and Historic Preservation
625 Broadway
Albany NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 500,000.00
Scope of Services: Preservation of Various Shaker buildings

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: 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: 50%
County: 50%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) December 10, 2021 - December 9, 2022
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to proceed with the State's authorization of a one year extension of the New York State Office of Parks, Recreation and Historic Preservation grant awarded to Albany County and accepted pursuant to Resolution 58 of 2016 for the preservation of the historical buildings located at the Ann Lee Shaker site.

The term of this extension is December 10, 2021 through December 9, 2022. All provisions of the current OPRHP contract remain in effect through the term of the extension.

The final phase of construction is scheduled to start on September 19, 2022 with projections to be completed by December 2022.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

October 1, 2021

Danielle Dwyer
OPRHP, Saratoga State Park
19 Roosevelt Drive
Saratoga Springs, NY 12866

Re: Grant Extension Request
EPF/HP 51726 Shaker Historic Village | Stabilization & Rehabilitation
25 Meeting House Road
Albany, Albany County
15PR07030

Dear Danielle,

Please except this letter as our request to file for an additional extension of our EPF/HP 51726 Shaker Historic Village | Stabilization & Rehabilitation grant.

With the ongoing effects of the pandemic on the construction industry, this project continues to move slower than anticipated. We are currently in the midst of addressing the hazardous materials abatement. The construction contract has been awarded and construction will commence once the hazardous materials abatement has been completed, weather permitting.

Barring any further industry shutdowns we anticipate completion by mid-summer 2022.

If you have any further questions, please reach out to my assistant Thomas Stover at 518-447-3020 or Thomas.stover@albanycountyny.gov.

Sincerely,

David M. Latina
Commissioner
Albany County Department of General Services

DML:tas



NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

December 10, 2015

Mr. George Penn
Commissioner of Financial Services
County of Albany
112 State Street
Albany, NY 12207

Dear Commissioner Penn:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After four successful rounds, the 2015 CFA made \$750 million in economic development resources available from over thirty programs across thirteen state agencies. The agency programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing.

The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) is proud to have contributed \$16,000,000 to this year's Consolidated Funding Application. I am pleased to inform you that a matching grant of **\$500,000.00** has been reserved from the Environmental Protection Fund Municipal Grant program for the **Albany County Shaker Site**.

Our agency will contact you to clarify specifics about the project, including next steps, disbursement terms, minority- and women-owned business hiring goals, employment requirements, environmental and historic preservation review requirements, and other terms and conditions. I urge you to work closely with our program staff and not to begin work on your project until appropriate contract conditions have been satisfied.

If you applied for funding from other OPRHP programs or other State agencies, you will receive information from those programs/agencies separately.

We look forward to working in partnership with you to expeditiously advance your project.

Congratulations,

Rose Harvey
Commissioner

Albany, New York 12238
518-474-0443 • Fax: 518-474-1365

printed on recycled paper

RESOLUTION NO. 58

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT REGARDING THE RENOVATION AND REHABILITATION OF THE SHAKER SITE BUILDINGS

Introduced: 2/9/16

By Audit and Finance Committee and Ms. McLean Lane:

WHEREAS, By Resolution No. 414 for 2010, this Honorable Body requested the County Executive to seek NYS Local Government Efficiency Grant opportunities that might potentially benefit Albany County, and

WHEREAS, The Commissioner of the Department of General Services has submitted a grant application to the NYS Regional Economic Development Council regarding the preservation of structures at the Shaker Site, and

WHEREAS, The Commissioner indicated that grant funding in the amount of \$500,000 has been awarded, and will be used to address repairs to remediate the structural deterioration and to insure the preservation of numerous buildings at the Shaker Site, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYS Regional Economic Development Council regarding the administration of the NYS Local Government Efficiency grant in an amount not to exceed \$500,000, and, be it further

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

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

Adopted by unanimous vote. 2/9/16



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 29, 2022

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to amend our 2022 Budget by transferring \$90,579.00 from Bridge & Road Repair D5112.4075 to Specialty Equipment D5112.2080 for the purchase of one (1) Rosco NV55 Front Mount Broom for a total amount of \$90,579.00 from Stephenson Equipment, Inc. using Sourcewell Contract #060122-VTL.

Reimbursed with CHIPS Extreme Winter Recovery money, the Front Mount Broom will be used on various roads throughout the County to sweep during and after road construction.

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-3546, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Approval for Contract Authorization and a Budget Amendment for the Purchase of a Front Mount Broom

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

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: D95112.2080 Specialty Equipment
Source of Funds: D95112.4075 Bridge & Road Repair
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):

Stephenson Equipment, Inc.
6018 Drott Dr.
East Syracuse, NY 13057

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$90,579.00
Scope of Services: Budget Amendment for the Purchase of a Front Mount Broom

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: D95112.2080

Appropriation Amount: \$90,579.00

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) 10/1/2022-3/31/2023

Length of Contract: 6 Months

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to amend our 2022 Budget by transferring \$90,579.00 from Bridge & Road Repair D5112.4075 to Specialty Equipment D5112.2080 for the purchase of one (1) Rosco NV55 Front Mount Broom for a total amount of \$90,579.00 from Stephenson Equipment, Inc. using Sourcewell Contract #060122-VTL.

Reimbursed with CHIPS Extreme Winter Recovery money, the Front Mount Broom will be used on various roads throughout the County to sweep during and after road construction.



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 *Pamella*
Purchasing Agent

DATE: August 26, 2022

RE: Purchase of Rosco NV55 Front Mount Broom

I am in receipt of your recommendation to Stephenson Equipment Inc, utilizing the National Cooperative Sourcewell Contract #060122-VTL in the amount not to exceed \$90,578.20 for the front mount broom.

As Leeboy has an approved Sourcewell contract and Stephenson Equipment Inc. is an authorized provider I have no objection to your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board 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

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: August 24, 2022

RE: Purchase of Rosco NV55 Front Mount Broom

Public Works would like to recommend the purchase of one (1) Rosco NV55 Front Mount Broom from Stephenson Equipment, Inc. using Sourcewell Contract #060122-VTL for a total amount of \$90,578.20.

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



STEPHENSON EQUIPMENT, INC.
www.stephensorequipment.com

Harrisburg, PA Pittston, PA Prospect Park, PA
800-325-6455 866-667-6756 800-220-4033
Syracuse, NY Albany, NY
800-368-6455 518-357-2200

Scott Duncan Albany County DPW 449 New Salem Rd Voorheesville, NY 12186	Phone: Fax: Email:	Date: 8/23/2022 Rep.: Jeffrey Lantz C#518-491-8598
--	--------------------------	--

Qty	Item #	Name	Price	Total
1		Rosco NV55 Front Mount Broom Cab w/AC & Heat Includes the following options: 7'6" poly/steel tube brush (2) 75 gallon water tanks w/spraying system 18" side shift brush head (both directions) Forward/reverse brush rotation Front windshield wiper and washer Rear windshield wiper and washer Telescopic steering column All standard features Two year warranty - Performed @ SEI	List	\$95,698.00
1		Less Source Well discount Contract #060122		-\$9,569.80
1		PDI and inbound freight Customer pick up @ Sei Waterford Lead time: TBD @ time of order		\$4,450.00
Sub Total				\$90,578.20
Shipping & Handling				
Taxes 0.000%				\$.00
TOTAL				\$90,578.20

Comments: Quote valid for 60days	Office Use Only:
---------------------------------------	------------------



Leeboy #060122-VTL

Pricing for contract #060122-VTL is provided to Sourcewell participating agencies at 10% off LeeBoy's list price and rental equipment.



25 August 2022

SUBJ: SOLE SOURCE PROVIDER FOR LEEBOY and ROSCO PRODUCTS

RE: Albany County Division of Purchasing

Please be advised that **STEPHENSON EQUIPMENT, INC.** is the authorized and exclusive dealer for both LeeBoy and Rosco brand products (i.e., equipment, parts and service) in the territory of Albany County, NY.

If we may be of further assistance, feel free to contact my assistant, Deanna Saunders, at 704.966.3371, or by email at deanna.saunders@leeboy.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Bieller".

Brian Bieller
President and CEO

BB/ds

060122-VTL

**Solicitation Number: RFP #060122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ST Engineering LeeBoy, Inc., 500 Lincoln County Pkwy. Ext., Lincolnton, NC 28092 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

060122-VTL

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers, and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

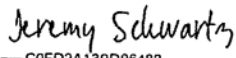
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

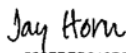
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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

ST Engineering LeeBoy, Inc.

DocuSigned by:

 By: COFD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/29/2022 | 12:57 PM CDT

DocuSigned by:

 By: 662FBEB616DF419...
 Jay Horn
 Title: CFO
 Date: 8/3/2022 | 4:08 PM CDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 8/3/2022 | 8:35 PM CDT

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name: LeeBoy
Address: 500 lincoln county Pkwy ext
lincolnton, North Carolina 28092
Contact: Bryce Davis
Email: davisbl@leeboy.com
Phone: 980-525-6002
HST#:

Submission Details

Created On: Tuesday April 19, 2022 09:07:25
Submitted On: Friday May 27, 2022 12:55:08
Submitted By: Bryce Davis
Email: davisbl@leeboy.com
Transaction #: 14cecec9-2012-4daa-9fe9-326f546d0a18
Submitter's IP Address: 216.75.248.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ST Engineering LeeBoy, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LeeBoy, Rosco, LeeBoy Performance
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LeeBoy does not need a CAGE code nor a Unique Entity Identifier. However, LeeBoy's carries a DUNS number (09-125-6297) for federal government use.
5	Proposer Physical Address:	500 Lincoln County Pkwy Ext, Lincolnton, NC 28092
6	Proposer website address (or addresses):	https://www.leeboy.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jay Horn, CFO, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, jay.horn@leeboy.com , 704-966-3317
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deanna Saunders, Inside Sales, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, deanna.saunders@leeboy.com , 704-966-3371
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lee Huss, Sales Engineer, 500 Lincoln County Pkwy Ext., Lincolnton, NC 28092, lee.huss@leeboy.com , 704-966-3329

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>B.R. Lee Industries, Inc. (LeeBoy) was founded in 1964 in Denver, North Carolina, by B.R. Lee. Over the past 58 years Leeboy has dedicated itself to have the best value available for road maintenance equipment. In 1970, LeeBoy evolved from its successful pull-type paver design to its first self-propelled tilt-hopper. B.R. Lee and his family continued the tradition of quality and innovation that the commercial paving contactors had come to count on. In the 1980's Leeboy expanded its product line to include rollers, graders, asphalt maintainers, and trailer-mounted asphalt distributors to create an all-encompassing paving product package. Then, the LeeBoy product grew with the innovation of the 8500 asphalt paver series which included the industry leading legend screed system. In 2001, Exponential growth continued with the purchase of Athey force feed loaders and the Rosco road maintenance products. Giving LeeBoy the greatest lineup of paving, grading, and road maintenance equipment in the road construction industry.</p> <p>LeeBoy's sales team of individuals have a collective 100 plus years of industry experience with the objective to address not only the machinery but the customers as well. With all the experience and passion given LeeBoy delivers what the customer expects. The most important goal for LeeBoy is to uphold its worldwide reputation of providing quality products to every customer at the best value available.</p> <p>The LeeBoy vision is fueled by listening to those who can provide the most candid feedback. LeeBoy will always provide paving contractors with simple, functional, affordable, and reliable equipment. All built with the paving professionals in mind.</p>

11	What are your company's expectations in the event of an award?	In the event LeeBoy receives an awarded contract this will be our number one sales tool in driving our municipality sales in both the United States and Canada. LeeBoy will continually educate both LeeBoy's territory managers and LeeBoy's authorized dealerships. We have a national accounts manager that will make sure our product, parts, and services surpass all Sourcewells expectations.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	LeeBoy's financial report and credit references are attached. The financial report includes financial highlights, director's statements, independent auditors report, consolidated income statement, balance sheets, and statements of changes in equity.
13	What is your US market share for the solutions that you are proposing?	LeeBoy holds the number one commercial class asphalt paving market in the United States. LeeBoy's commercial market share has always ranged from 50% up to 70%-year end and out.
14	What is your Canadian market share for the solutions that you are proposing?	LeeBoy's Canadian market share for commercial class asphalt pavers has always been around 50%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, LeeBoy has never petitioned for bankruptcy protection in our 58 years of being in business.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	LeeBoy is best described as manufacturer of road maintenance and paving equipment. LeeBoy offers over 30 unparalleled road maintenance paving equipment. LeeBoy's dealers are thriving self-governing businesses that are in both North America and Canada. Each dealership has a LeeBoy territory manager that keeps the dealers up with the latest products and sales tools. Our dealerships help deliver products to any contractor or municipality.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	LeeBoy is not required to hold any licenses or certifications to pursue business contemplated by the RFP. However, LeeBoy has an ISO 9001 certification that ensures our products and services exceeds the necessary standards and demonstrates continuous improvements. Also, LeeBoy holds a truck dealer license in order to sale our distributor trucks to our end users.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no "Suspension or Debarment."

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>There are too many awards to list over the past five years. Below are just a few of our awards that were awarded to LeeBoy.</p> <p>Contractor's choice awards by roads and bridges media. For five consecutive years we have been awarded the small asphalt paver class award along with a few other awards.</p> <ul style="list-style-type: none"> • 2016 Asphalt pavers –small • 2017 Asphalt paver small • 2018 Asphalt paver small • 2019 Asphalt paver small • 2020 Asphalt paver small • Asphalt screed • Road patching • Motor grader • Concrete curb and gutter <p>Asphalt contractor magazine has chosen the top 30 editor's choice award. Products have been tested by end users that say they cannot work without these machines. During this 5-year period we have been awarded on the pavers below.</p> <ul style="list-style-type: none"> • 8530 Asphalt paver • 8515E Asphalt paver • 5300 Asphalt paver <p>LeeBoy has several awards regarding the factory and the community.</p> <ul style="list-style-type: none"> • Three consecutive years of NC Department of Safety Achievement. • American Cancer Society "Relay for Life"- top funding team. • Association of Equipment Manufacturers "I Make America"- Recognition of outstanding contribution to the people and communities of the equipment manufacturing industry. • ST Engineering "President Award"- Most outstanding financial achievement.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 30-35% of LeeBoy's sales are to government sectors in the past 3 years.
21	What percentage of your sales are to the education sector in the past three years	Approximately 2-5% of LeeBoy's sales are to educational sectors in the past 3 years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	LeeBoy primarily uses the Sourcwell contract as our one and only way to promote municipalities. LeeBoy used the STS contract for one state until they transferred to the Sourcwell contract. Several of LeeBoy's dealers hold various contracts to help promote municipality's sales, but their primary way to acquire municipalities is through Sourcwell.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LeeBoy no longer holds any GSA contracts. Five years ago, the contract expired, and we made the decision to only use the Sourcwell contract.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Joe Castaletta	323-526-9204
Holmes County	Andy Tharpe	850-326-2423
DE Department of Transportation	George Unkle	302-760-2407

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Stephens County District 1	Government	Oklahoma - OK	Road Work	Two Machines	\$239,938.75
Lea County	Government	New Mexico - NM	Road Work	Two Machines	\$600,000.00
Gibson County	Government	Tennessee - TN	Road Work	One Machine	\$235,396.00
El Dorado County	Government	California - CA	Road Work	One Machine	\$258,524.00
City of Portland	Government	Oregon - OR	Road Work	One Machine	\$221,582

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	LeeBoy sales force includes a combined effort of sales and field team members, inside sales team, and the marketing department. The sales and marketing team has 13 current members. Out of the 13 members LeeBoy's territory managers consist of 9 members. These nine territory managers help manage all 51 United States and Canada dealerships. Each dealership has multiple locations in the surrounding area and states. LeeBoy's territory managers are responsible for building not only dealer relationships but customer relationships as well. They will educate, advise, and support any contractor or municipality not only during the sale, but after as well.
27	Dealer network or other distribution methods.	LeeBoy has a prestigious dealer network that is vital to the success of our company. We currently have 55 dealers with a total sales force of 500 plus in the field promoting LeeBoy. Our authorized dealerships have a LeeBoy territory manager that assists in all contractor and municipality sales.
28	Service force.	LeeBoy's service team has 26 current members with a mix of inside and outside team member. These members work with our dealer network servicing and supporting all our products and customers. Our product support representatives help assist both the end users and the dealer technicians. LeeBoy's dealer network has 55 current dealers with well over 800 service members in the field supporting and providing parts. The service team preforms rebuilding existing equipment and assisting the end user to be productive and profitable. LeeBoy has a rapid response team that is available all day and night.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Whenever a contractor or municipality wants to place an order through Sourcewell. The municipality should contact their local LeeBoy dealer. The dealer will then contact LeeBoy's territory manager for a quote. Once the quote is completed by the proper inside sales representative. The quote will then be sent back to both the territory manager and the dealer. Whenever the contractor or municipality accepts this quote, it will then be sent back to LeeBoy to process the order.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LeeBoy's dealer network should be able to respond to any need within twenty-four hours if not sooner. If a complication occurs on a machine which results in a manufacturing defect LeeBoy will cover the cost of within our two-year machine warranty. LeeBoy supports product training, troubleshooting, online diagnostics, and parts. LeeBoy assist dealer network with both the territory managers and product support representative.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LeeBoy will provide all products and services to all 50 states in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LeeBoy will provide all products and services to Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	LeeBoy will support any geographical region in the United States and Canada. There are no limitation serving sourcewell members.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	LeeBoy is honored to serve all Sourcewell members within the United States and Canada.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions when serving Sourcewell members in Hawaii and Alaska. LeeBoy has local dealers in both states to support both contractors and municipalities.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	LeeBoy is involved in an average of 7 national trade shows a year along with local trade shows with all Dealers totaling as many as 100 shows a year. Promotional and Marketing items used but not limited to, Equipment Brochures, Ad's, website (www.LeeBoy.com), Facebook, Twitter, Linked In, Instagram, YouTube, Webinars, signage, dealer open house events, dealer demo events, LeeBoy university training classes and sales school, and promotional sales and marketing videos. see link for Sourcewell video. https://www.youtube.com/watch?v=XBxNQ183ZKE&t=27s Please see uploaded Form "A #36 Marketing Examples" to analyze how LeeBoy promotes the Sourcewell contract.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LeeBoy currently has 1 website, www.LeeBoy.com. We work to make improvements and updates constantly to help the customer educate themselves about the product offerings like adding resources and videos. Our websites have links to Sourcewell and tools to help educate about the benefits of this tool. Facebook will be utilized to help with the social media aspect. LeeBoy is committed to stay on top of the latest technology.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In the event of an awarded contract LeeBoy recognizes Sourcewell as a partnership rather than relying on Sourcewell to promote our products. However, LeeBoy immensely appreciates Sourcewell's marketing presence. We will continue to use Sourcewells marketing material to promote all government, educational, and not-for-profit contract along with rental contracts as well. Continually uplifting our sales force to utilize Sourcewell. We will continue to educate our sales force and how to utilize Sourcewell and the available tools. LeeBoy has been selling equipment through Sourcewell for 16 years. During this time LeeBoys territory managers and dealers have gained a substantial amount of knowledge regarding Sourcewell. One of our goals is to make it easier for the end user to do business with LeeBoy. The other goal is to continually educate the end user and the dealerships about Sourcewell through sales schools, dealer events, and customer events.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	LeeBoy does not offer an e-procurement ordering process. LeeBoy's customers have different needs depending on the geographical region. This creates customization of equipment to satisfy their needs. Nevertheless, we use an e-quote for efficiency. However, LeeBoy is always looking for new ways to update our ordering and payment processes through technology.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Once a machine is purchased and the product is delivered, we offer operator training on every sale. With this training we will have either a LeeBoy territory manager or a LeeBoy rapid response personnel on the job to discuss safety and proper methods for application and operations of the machinery. During this training we will start with the overview and safety of the machine. Then the setup of the machine followed by the startup of the machine and go through the basic operations and best practices. In closing, we will discuss the proper maintenance required to maintain the equipment for the best long-term value of the equipment.
41	Describe any technological advances that your proposed products or services offer.	LeeBoy is a market leader in the commercial class pavers for well over 25 years. During this time, we have always been on the leading edge with innovation and technology improvements. We have reduced the amount of energy required to maintain the screeds heat through an automatic temperature-controlled device. Remote monitoring (Telemetric) is available to monitor how the machine is performing and determines when your machine needs maintenance. We have a wireless self-loading brush for the NV55 broom. A hot oil system installed on a distributor truck that reduce the amount of time to apply bitumen and creates less wear on the pump. Centralized manifold for ease of access and maintenance, and a wireless in truck controls for ease of operation on our tack tanks.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At LeeBoy we are committed to creating a better world. We have taken the initiative to continually develop products with fewer emissions. Since 2013 our overall waste reduction is 65%. Below are some actions that LeeBoy took upon itself to reduce waste and emissions at the factory.</p> <ul style="list-style-type: none"> • Purchased solvent recycling system for paint operations. • Purchased more efficient paint control system. • Improvements to product life cycle. • Hundreds of recycling containers throughout production and offices. • Recycled scrap metal • Recycled oil • Recycled cardboard • Recycled batteries • Recycled computers • Collection of aerosol cans for proper disposal. • Replacing all lighting with LED bulbs. • Purchased water treatment plant to clean our wastewater. <p>ST Engineering has reduced greenhouse gasses by 71% in ten years. We are on track to reduce another 70% in the next ten years.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>LeeBoy proudly holds an ISO 9001: 2005 - ASQ/ANSI/ISO 9001:2015 certificate. The scope of this certificate is the Design and Manufacturing of:</p> <ul style="list-style-type: none"> • Construction Equipment • Maintenance Equipment • Specialty Vehicles <p>One example for the ISO 9001:2015 is ISO code Number 20 / 18 / 15: Certified cleanliness of new hydraulic oil straight from the manufacturer.</p> <p>LeeBoy has an NEC permit for the discharge of water, and an air permit from NC Department of Environmental Quality.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Monroe Tractor is one of our authorized dealers, which is a woman owned business.</p> <p>We have several small business dealers, along with several veteran owned dealers.</p> <p>A few of our veteran owned businesses are:</p> <ul style="list-style-type: none"> • Mid-South Machinery • Nixon-Egli Equipment • ROMCO Equipment • Closner Equipment • ASCO • Founder of McLean Company • Founder of Hoffman • Founder of Richmond Machinery • Founder of Allied Machinery • Founder of PAPE Machinery <p>At LeeBoy we have an Affirmative Action Plan. This is used to focus heavily on the recruitment of women, minorities, and veterans.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>LeeBoy has many unique attributes that are not only offered with our products but our services as well. We believe in providing equipment with the best overall value available. Always leading the way with quality and innovation for over 58 years.</p> <ul style="list-style-type: none"> • Having a dealer network with sales, parts, and local service support in all 50 states and in all of Canada. • We have one of the largest sales and production support team in the field of any of our competitors. • Product warranty are unlimited hours, no restrictions during the time of warranty. Our warranty is based on the initial date of service. With unprecedented industry leading two full years of warranty protection for the end user. • Our products are designed and built with the operator in mind for the ease to operate and maintain the equipment. • We offer end users product service training in the winter and spring across the country in various locations each year. This includes customer maintenance and operation training along with helpful tips and best practices. The training is an open forum base where if specific questions or concerns arise it can be addressed at this time. LeeBoy offers this training year around online. • LeeBoy has the best return on investment in the commercial class asphalt paver market. With all our other niche products LeeBoy supports the municipality customers for the life of the machine from any local dealership, and on second to none 24/7 dealer factory support.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. Warranty document is attached in the uploaded section.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. the warranty is not restricted on hour usage. LeeBoy warrants any defect in the machine when the machine is used as properly designed. Please refer to the uploaded warranty document for more information.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty for repair on machines with less than fifty hours in service will have a factory trained service representative. The service representative will be reimbursed at a rate of \$2.00/mile maximum of 100 miles and three hours maximum shop rate.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No geographical restrictions. All areas are covered by local LeeBoy authorized dealerships in the United States and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	LeeBoy warrants all parts manufactured or installed by LeeBoy except for any engines, truck chassis, or tires. Which in return is covered by the engine, truck, and tire manufacturer.
51	What are your proposed exchange and return programs and policies?	LeeBoy has no set policy for exchange or returns. However, LeeBoy has always stood behind what we build. Our product will be free of defects. In the event they are not free of defects LeeBoy will take precise actions to mend the defect.
52	Describe any service contract options for the items included in your proposal.	LeeBoy offers an extended warranty program through Glynn General if requested by the customer or dealership. The extended warranty will cover another one to three years on top of LeeBoy's factory warranty.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	If a manufacturing defect in factory supplied materials or factory workmanship is found and the authorized LeeBoy dealer ("Dealer") is notified during the warranty period, LeeBoy will be responsible for repairing or replacing any part or component of the unit or part that fails to conform to the warranty during the warranty period. See uploaded warranty document for more information. LeeBoy's dealership may have additional performance standards or guarantees that apply on top of LeeBoy's warranty.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	LeeBoy affiliates directly with dealerships, which in return the dealerships deal directly with the end user. Therefore, each policy, metric, and KPI regarding service standards and guarantees will vary depending on which local LeeBoy dealership the Sourcewell member uses. LeeBoy's territory manager and rapid response team will always be there to help any end user.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Terms of sale to our dealer network will be net 30 days. LeeBoy's dealers will normally handle the terms to the end user.
56	Describe any leasing or financing options available for use by educational or governmental entities.	LeeBoy uses a third-party financial organization which is proud to offer Sourcwell members financing and leasing options. Finance can be used with new, used, and rent to own equipment. In the document upload section, you will find our dealer rental program.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	LeeBoy's standard transaction document is uploaded in the document upload section.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Currently we do not accept the P-card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	LeeBoy is offering a discounted price from our published prices. Refer to "2022 LeeBoy's Sales Discount" for further information.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's discounted price will be 10% off LeeBoy's list price and rental equipment.
61	Describe any quantity or volume discounts or rebate programs that you offer.	LeeBoy' offers the best price available for individual machines. Therefore, our products are rarely bought in volume.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Leeboy has many standard and non-standard items that are listed with the price sheet. In the event the end user wants to purchase an open market or nonstandard option that is not on the price sheet. LeeBoy will quote the option to the dealer on each request.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Everything is spelled out and included in our quote. Some dealers add local freight, PDI, and extra warranty. This will be included and there will be no hidden costs.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	When LeeBoy quotes one of its products to a Sourcewell member there is a freight charge that is good for 10 days. If they do not accept the quote within the 10-day time frame LeeBoy will issue another quote with a new freight charge. Once it is at the dealership the Sourcewell member can either choose customer pick-up, or the dealer can deliver it with an additional freight charge.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight for Hawaii, Alaska, and Canada has an additional dealer freight charge. Additional freight charges will be discussed between the dealer and the Sourcewell member.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	LeeBoy's dealers have a wide range of LeeBoy products on their lot at any given time. The sourcewell member can visit their local LeeBoy dealer to examine our products. Depending on the product size and weight can affect the price on freight charges. LeeBoy dealerships have stock machines on their lot that any sourcewell member can purchase.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	LeeBoy has an internal sales self-audit annually. During this audit we will review all the Sourcewell contracts that LeeBoy has quoted. LeeBoy's second audit process is the cooperate audit. We hire a professional firm (example: PWC) to audit out documents annually.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One-way LeeBoy tracks its success is by creating a list for each quote daily until quotes are either accepted or closed out. This will be stored in a document and sent out quarterly and yearly. The document is examined in our bi-weekly sales meeting as well. This document not only helps us track our success but helps LeeBoy improve success with municipalities through the Sourcewell contract.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	LeeBoy proposes an administration fee of 1% for order process of our company's equipment sold through the Sourcewell contract. This fee does not pertain to freight or pre-delivery inspections.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	LeeBoy's is offering all or our market leading product lines. This includes all LeeBoy's highway, commercial, and governmental equipment. Our products consist of 11 different Asphalt Pavers, three different Tack Tanks, three Motor Graders, five different Brooms, three different Max Distributor trucks with six different rated capacities on each Distributor truck, two different Road Wideners, one Force Feed Loader, one Patcher truck, and one Chip Spreader. For a total of 30 products with a chance of more in the future. Also, LeeBoy offers all the product support and training that is required to back all the equipment.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Paver:</p> <ul style="list-style-type: none"> • Wide Conveyor Pavers • Narrow Conveyor Pavers • Tilt Pavers <p>Broom:</p> <ul style="list-style-type: none"> • Front Mount Brush • Center Mount Brush • Three Wheel Broom <p>Skid or trailer mounted Tack Tanks:</p> <ul style="list-style-type: none"> • 150 Gallon Tank • 300 Gallon Tank • 600 Gallon Tank <p>Distributor Truck with several different tank sizes:</p> <ul style="list-style-type: none"> • Maximizer 2- 12' Spray Bar • Maximizer 3- 16' Spray Bar • Maximizer 4- 24' Spray Bar

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our asphalt pavers, distributors, and loaders can be configured in several different ways to provide the perfect product to our end user.
74	Steel-wheeled and pneumatic tire rollers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Except for planers and compactors. LeeBoy's Wideners and tack distributors can be configured in several different ways to provide the perfect product to our end user.
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	The additional equipment that is added to the Sourcewell contract is our Brooms, Motor Graders, Patcher Truck, and Chip Spreader. All the equipment can be configured in several different ways to provide the perfect product to our end users.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

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- [Pricing - Sourcwell 2022 Current Pricing Rev 5.24.2002.pdf](#) - Wednesday May 25, 2022 11:11:51
- [Financial Strength and Stability - ST Engineering Annual Report 2020.pdf](#) - Wednesday May 18, 2022 14:15:14
- [Marketing Plan/Samples - Form A #36 Marketing Examples_Final 5.2022.pdf](#) - Wednesday May 18, 2022 14:21:45
- [WMBE/MBE/SBE or Related Certificates - New York State WBE Certificate for Monroe Tractor Implement Co. Inc_.pdf](#) - Wednesday May 18, 2022 14:21:56
- [Warranty Information - Two_Year_Warranty_Statement_for_Customers \(1\).pdf](#) - Wednesday May 18, 2022 14:22:06
- [Standard Transaction Document Samples - Standard Transaction Document.pdf](#) - Wednesday May 18, 2022 14:22:30
- [Upload Additional Document - Sourcwell Additional Documents.pdf](#) - Wednesday May 18, 2022 14:28:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jay Horn, Chief Financial Officer, ST Engineering LeeBoy, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Paving_Eqpt_RFP_060122 Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Roadway_Paving_Eqpt_RFP_060122 Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Roadway_Paving_Eqpt_RFP_060122 Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Paving_Eqpt_RFP_060122 Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1



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

August 17, 2022

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

Dear Chairman Joyce:

We request the Legislature's approval of an agreement with the NYS Governor's Traffic Safety Committee to accept funding regarding the Highway Safety Grant Program and to amend the 2022 Department of Public Works Budget. Albany County was notified by the NYS Governor's Traffic Safety Committee that Albany County is being awarded \$39,000.00 in funding through the Child Passenger Safety Grant and the Highway Safety Grant.

The \$39,000.00 is funding for the current federal fiscal year dating from October 1, 2022 to September 30, 2023. The first \$35,000.00 of the funding has already been appropriated in the Special Program account of the Departments of Public Works 2022 Budget. The funding allows the department to purchase \$30,000.00 in car seats and the remaining \$9,000.00 will be used to purchase other items such as tent rental for events, purchase of curriculum and education materials, etc.

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-3547, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Approval for Contract Authorization and a Budget Amendment to accept funds from the NYS Governor’s Traffic Safety Grant

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

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: D95020.44049
Source of Funds: NYS Governor's Traffic Safety Committee
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):

Governor's Traffic Safety Committee
6 Empire State Plaza
Albany, NY 12228

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$4,000.00
Scope of Services: Grant Funding for the purchase of car seats and education materials

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: Governor's Traffic Safety D5020.03327
Revenue Amount: \$4,000.00

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 10/1/2022-9/30/2023
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

We request the Legislature's approval of an agreement with the NYS Governor's Traffic Safety Committee to accept funding regarding the Highway Safety Grant Program and to amend the 2022 Department of Public Works Budget. Albany County was notified by the NYS Governor's Traffic Safety Committee that Albany County is being awarded \$39,000.00 in funding through the Child Passenger Safety Grant and the Highway Safety Grant.

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JIM ALLEN
Director



Department of
Motor Vehicles

(518) 474-5111
(518) 474-5777
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

July 27, 2022

William VanAlstyne
Traffic Safety Instructor
Albany County Traffic Safety Board
Albany County Sheriff's Dept. 16 Eagle St., Room 79
Albany, NY 12207-1089

Re: CPS-2023-Albany TSB-00027-(001)
Child Passenger Safety Program
T006916
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2022

Dear Traffic Safety Instructor William VanAlstyne:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Albany County Traffic Safety Board has been awarded \$39,000 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "James Allen".

James Allen
Director

CRD:bp
cc: Susan Rizzo
Christine Tashjian

SafeNY.ny.gov

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T006916</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>ALBANY COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Child Passenger Safety Program - CPS</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563 DUNS Number (if applicable): 060536653</p>	<p>AGENCY IDENTIFIER:</p> <p>CPS-2023-Albany TSB-00027-(001)</p> <p>CFDA NUMBER (Federally Funded Grants Only): 20.616</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>112 STATE STREET ALBANY, NY 12207</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address 112 STATE STREET ALBANY, NY 12207</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address 449 NEW SALEM ROAD VOORHESVILLE, NY 12186</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality. Code: 010100000 000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2022 To: 09/30/2023</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2022 To: 09/30/2023</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT:</p> <p><i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$39,000</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
- A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
- B-1 Expenditure Based Budget B-2 Performance Based Budget
 - B-3 Capital Budget B-4 Net Deficit Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.
4. The Signature page with the original "wet" signatures must be mailed to:
New York State Governor's Traffic Safety Committee
Attn: Contract Coordinator
6 Empire State Plaza, Room 410
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

ALBANY COUNTY OF

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Governor's Traffic Safety Committee

By: _____

Mary Arthur

Printed Name

Title: Program Manager

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, ____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

MVP ARENA

Albany, New York

MEMORANDUM

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

From: Bob Belber
General Manager

Date: August 9, 2022

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR RETAIL SPACE
PEARL STREET CONVENIENCE

Please see the Request For Legislative Action for the renewal of the Pearl Street Convenience lease. The current lease expires on July 31, 2022.

There is 750 square feet of space in the Pearl Street Convenience store. The per square foot rent is currently \$14. The new lease will have an increase in rent bringing the per square foot rate to \$15 plus \$2 per square foot for common area maintenance – total of \$17 per square foot. This is the same rate that all other tenants will be paying as their leases come up for renewal.

This tenant has occupied the space for over 15 years, and they are paid up on all rent and utilities.

Thank you for your approval of this lease.





County of Albany

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

Legislation Text

File #: TMP-3518, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for approval of renewal lease for retail space Pearl Street Convenience

Date:	August 9, 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) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Rukhsana Corporation
d/b/a Pearl Street Convenience
Attn: Mr. Abdul Latif Memon
51 South Pearl Street
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$12,750 Annually
Scope of Services: Renting retail space known as Pearl Street Convenience

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: \$12,750 Annually

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) August 1, 2022 - July 31, 2027

Length of Contract: Five (5) Years

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 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)

Retail leases require legislative approval. This tenant is current on all rent and utility bill payments that have been owed. The tenant has shown for five years that it provides a valuable service as a convenience store on South Pearl Street that will be great for arena fans, construction workers and thousand of workers in downtown.

Amount/Rate/Schedule Fee: \$15 per square foot for rent and \$2 per square foot for common area maintenance fees (total \$17 per sq foot) x 750 square feet of space = \$12,750 annually (\$1,062.50 monthly) for each year of the five-year lease. In addition, a mutual option to renew the lease for another five-year term would be included in the lease.

Bob Belber

From: Latif Memon <pearlstreet51@gmail.com> on behalf of Latif Memon
Sent: Tuesday, August 9, 2022 9:08 AM
To: Bob
Subject: Letter of intent

Bob Belber

General Manager

51 S Pearl Street

Albany, NY 12207

Bob –

This letter is an intent to renew our lease at 51 South Pearl Street Albany, NY 12207. We would like to exercise the five (5) additional years starting on August 1, 2022 and ending on July 31, 2027. Rukhsana Corporation D/B/A Pearl Street Convenience will continue to operate during the lease extension. As stated in the Lease Agreement, the renewal lease will be at \$15.00 per square foot plus \$2.00 square foot for common area maintenance, which results in monthly rent of \$1,062.50. We have been tenants for a very long time with the county of Albany and intend on continuing to do business here as long as we are capable of doing so. In addition to the renewal we are requesting to add an additional 5 year option to the end of our lease agreement. This option would be eligible August 1, 2027. Please let us know how we can proceed with the 5 year lease renewal and the requested option to renew at the end of the existing term. I look forward to hearing back from and continuing to work together with the County of Albany.

Abdul Latif Memon

51 S Pearl Street

Owner/President

Rukhsana Corporation D/B/A Pearl Street Convenience

Albany, NY 12207

COMMERCIAL SPACE LEASE
between
THE COUNTY OF ALBANY
and
RUKHSANA CORPORATION
d/b/a
PEARL STREET CONVENIENCE

Lease Authorization: Resolution No. 511 for 2017

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

WITNESSETH:

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

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

WHEREAS, the County Legislature has authorized this Lease in Resolution No. 511 for 2017 adopted December 4, 2017.

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

ARTICLE 1 - LEASED PREMISES

1.01. Owner hereby leases to Tenant, and Tenant rents from Owner, certain premises (hereinafter "Leased Premises") located at 51 South Pearl Street, Albany, New York, consisting of 750 square feet, as identified by the Owner, located in the Front Entry Plaza of the TU Center.

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

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

ARTICLE 2 - RENT AND TERM

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

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

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

(d) Combining (a), (b) and (c) above, the annual rent of TWELVE THOUSAND AND 00/100 (\$12,000.00) Dollars shall be payable in equal monthly installments of ONE THOUSAND AND 00/100 (\$1,000.00) Dollars on the first day of each month of the term, in advance.

2.02. The Term of this Lease Agreement shall be for a period of five (5) years, commencing on June 1, 2017 and ending on May 31, 2022 with one additional five-year mutual renewal option under terms and conditions as shall be determined by the Owner.

2.03. Rent is due at the address of the Owner's management agent, or any other agent the Owner may designate on the first day of each month and is deemed late if not received by the fifth day of each month and there shall be a late charge of five percent (5%) after the fifth day. Both rent and late charges will accrue interest at the rate of one and one-half percent (1 ½ %) per month. All expenses of Owner in the collection of rent, including but not limited to collection and attorneys' fees, shall be an expense of Tenant and charged to Tenant as additional rent.

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

2.05. The Tenant shall pay as additional rent any money required to be paid hereunder and all other sums of money or charges required to be paid by Tenant under this lease, whether or not the same be designated "additional rent." If such amounts or charges are not paid at the time provided in this lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Owner.

2.06. If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent, or amounts or charges of the character described in Article 2 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of one and one-half percent (1 ½ %) per month.

ARTICLE 3 - CONSTRUCTION, ALTERATION

3.01. Tenant agrees, as a condition of this lease agreement, to make renovations and upgrades to the leased premises. Said upgrades and renovations shall be subject to approval by the Owner and Owner's Management Agent. Said upgrades and renovations shall be completed within six months of the signing of this agreement.

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

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

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

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

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

3.07 Tenant agrees to construct, at the Tenant's sole expense, all "fitup" to convert "as is" space of the Leased Premises to finished space appropriate for the Tenant's business and business

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

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

ARTICLE 4 - PREMISES AND USE

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

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

ARTICLE 5 - UTILITIES

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

5.02. Owner shall not be liable to Tenant for damages because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption unless due to Owners negligence. Owner or Owner's designee shall, however, proceed with reasonable

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

ARTICLE 6 - COMMON AREAS AND MAINTENANCE

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

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

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

6.04. For the purpose of this ARTICLE 6 the "Front Entry Plaza's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including without limitation, the cost of

public liability and property damage insurance, sanitary control, trash, rubbish, garbage and other refuse, and the cost of personnel for security within the common facilities. "Common facilities" means all areas, space, equipment and special services provided by Owner for the common or joint use and benefit of the occupants of the Front Entry Plaza, their employees, agents, servants, customers, and other invitees, including without limitation, landscaped areas within the Front Entry Plaza, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks.

ARTICLE 7 - DELIVERIES

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

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - DESTRUCTION BY FIRE OR OTHER CASUALTY

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

terminate this Lease effective the date of such casualty, by giving to the other party hereto, within thirty (30) days after the happening of such casualty, written notice of such termination. If said notice be given within the thirty (30) day period, this Lease shall terminate and annual rent and all other charges and items of additional rent shall abate as aforesaid from the happening of such casualty, and Owner shall promptly repay to Tenant any rent theretofore paid in advance which has not been earned at the date of the casualty. If the casualty termination notice is not given and Owner is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair and replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to their damage or destruction. Except as herein expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other charges or items of additional rent as the result of a fire or other casualty. In determining what constitutes prompt repair of the Leased Premises consideration shall be given to the delays caused by strikes, adjustment of insurance and other causes beyond Owner's control.

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

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

ARTICLE 10 - SIGNS

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

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

ARTICLE 11 - ASSIGNMENT

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

ARTICLE 12 - COMPLIANCE WITH LAW

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

ARTICLE 13 - SUBORDINATION

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

13.02 Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Owner or the Owner's assigns and legal representatives to the option of canceling this Lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly, provided, however, that a non-disturbance agreement shall have first been entered into in respect to such mortgage. The Tenant shall receive a written nondisturbance agreement from the holder of any present mortgage or any prior leasehold estate. The term "non-disturbance agreement" as used in this Article shall mean an agreement in recordable form between the Tenant and the holder of any subsequent mortgage lien, which shall provide, in substance, that the Tenant shall attorn to any such mortgagee and that as long as Tenant is not in default under this Lease beyond any period given to Tenant to cure such default, such holder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding to enforce nor will this Lease be terminated or otherwise affected by enforcement of, any rights given to such holder pursuant to the terms, covenants or conditions contained in such mortgage or mortgages, or any other documents held by such holder or any rights given to such holder as a matter of law. However, at the election of the holder of any first mortgage on the Front Entry Plaza, this Lease shall be prior and superior to the lien of any such mortgage.

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

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

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

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

ARTICLE 14- DEFAULT

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

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

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

any part thereof shall not release or affect the liability of Tenant for damages under this Lease. Owner shall in no event be liable in any way whatsoever for liability to relet the Leased Premises or, in the event that the Leased Premises are relet, for inability to collect the rent under such reletting.

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

ARTICLE 15 - CURING DEFAULTS

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

ARTICLE 16 - EMINENT DOMAIN

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

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

the taking, Owner shall expend as much of the award as necessary to restore the portion of the improvements remaining after the Taking to a complete architectural unit substantially the same as to the condition and tenantability for the use and occupancy of the Tenant. Should the net amount so awarded to Owner be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Owner, Owner may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with all reasonable diligence, or Owner may terminate this Lease by giving notice to Tenant not later than a reasonable time after Owner has determined the estimated net account which may be awarded to Owner and the estimated cost of such restoration.

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

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

ARTICLE 17 - INDEMNIFICATION

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

ARTICLE 18 - END OF TERM

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

ARTICLE 19 - QUIET ENJOYMENT

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

ARTICLE 20- NO WAIVER

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

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

ARTICLE 21 - ENTIRE AGREEMENT

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

ARTICLE 22 - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

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

ARTICLE 23 - INSPECTION OF PREMISES

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

emergency situation, the Owner and its agents shall have such right of entry as may be necessary to correct such emergency situation.

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

ARTICLE 24 - REMEDY FOR BREACH

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

ARTICLE 25 - NOTICES

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

Owner:

Tenant:

Philip Calderone
Deputy County Executive
Albany County
112 State Street, Rm. 1200
Albany, New York 12207

Mr. Abdul L. Memon
CEO and Agent
Rukhsana Corp.
4 Meadowbrook Road
Watervliet, New York 12189

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

ARTICLE 26 - CAPTIONS

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

ARTICLE 27 - SUCCESSORS AND ASSIGNS

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

ARTICLE 28 - NECESSARY APPROVAL

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

ARTICLE 29 - GOVERNING LAW

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

ARTICLE 30- MISCELLANEOUS

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

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

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

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

30.05. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to perform any of the obligations of Owner in this Lease where the inability to so perform is due to causes beyond Owner's reasonable control.

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

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

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

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

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

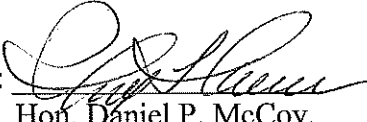
30.11 The Tenant covenants and agrees to maintain the Leased Premises in a condition acceptable to the Owner for the duration of the Lease.

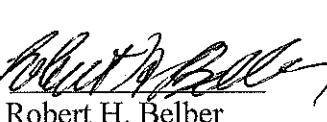
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite their respective names.


Owner:
County of Albany

Owner Agent:
SMG

Tenant:
Rukhsana Corporation

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

By: 
Robert H. Belber
General Manager

By: 
Abdul L. Memon

Dated: 4/26/12

Dated: 4/20/18

Dated: 3/27/18

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

On the ____ day of _____, 2018, 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 26 day of April, 2018, before me, the undersigned, a notary public in and for the state, personally appeared Philip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael A. Lalli
Notary Public

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

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.

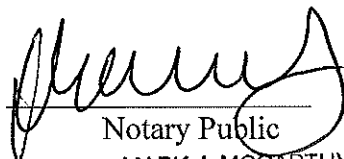
On the ____ day of _____, 2018, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the TU Center, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

John E. Maney
Notary Public

JOHN E. MANEY
NOTARY PUBLIC STATE OF NEW YORK
ALBANY COUNTY, LIC. #02MA4824423
COMM. EXP.

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

On the 27th day of MARCH, 2018, before me, the undersigned, a notary public in and for the state, personally appeared ABDUL MANSUR 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
MARK J. MCCARTHY
Notary Public, State of New York
No. 02MC6317786
Qualified in Albany County
Commission Expires 01/12/2019

SCHEDULE "A"
INSURANCE COVERAGE

1. The kinds and amounts of insurance to be provided are as follows:
2. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
3. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
4. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

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

MVP ARENA

Albany, New York

MEMORANDUM

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

From: Bob Belber
General Manager

Date: August 12, 2022

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR 2nd FLOOR OFFICE SPACE
TECH FORWARD INC.

Please see the Request For Legislative Action for the renewal of the Tech Forward lease. The current lease expired on March 31, 2022 and the tenant has paid month to month and now would like to confirm a renewal for three more years. This space is located where the former Talk 1300 radio station was positioned on the 2nd floor of the atrium. It does not have its own entrance that permits people to go into the atrium and enter their space due to the fact that the atrium has to remain locked during days when no events are taking place. We have agreed to work with the tenant to find a solution such as an electric door opening device with camera on one of the atrium doors. This would permit guests or customers to push a button and have it ring up in the office after which the tenant could buzz the person into the atrium and the tenant will meet their guests and bring them to their office. The space has a reduced value due to this plus the second floor location is not attractive for retail vendors. The per square foot rent at \$12 plus common area maintenance of \$1.50 is in line with other buildings renting space in downtown Albany.



There is 1,450 square feet of space in the Pearl Street Convenience store. The per square foot rent is currently \$12. plus \$1.50 per square foot for common area maintenance – total of \$13.50 per square foot. This is lower than other tenants pay because they are located inside the locked atrium on the 2nd floor.

This tenant has occupied the space for over 5 years, and they are paid up on all rent and utilities.

Thank you for your approval of this lease.





County of Albany

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

Legislation Text

File #: TMP-3519, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for approval of renewal lease for 2nd Floor office space Tech Forward Inc

Date:	August 12, 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) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Tech Forward Inc.
Wendi Enright - CEO
51 South Pearl Street
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$19,575 Annually
Scope of Services: Renting 2nd Floor office space in the Atrium at MVP Arena

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: \$19,575 Annually

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) April 1, 2022 - March 31, 2025
Length of Contract: Three (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)

Retail leases require legislative approval. This tenant is current on all rent payments that have been owed. The tenant has shown for three years that it provides a valuable service in the LCD and IT industry.

Amount/Rate/Schedule Fee: \$12 per square foot for rent plus \$1.50 per square foot for common area maintenance fees (total \$13.50 per sq foot) x 1,450 square feet of space = \$19,575 annually (\$1,631.25 monthly) for each year of the three-year lease. In addition, a mutual option to renew the lease for another three-year term would be included in the lease.

August 11, 2022

Bob Belber
ASM General Manager
Times Union Center
51 South Pearl Street
Albany, NY 12207

Dear Mr. Belber,

We hereby submit a letter of intent to lease 1,450 square feet of office space located on the second floor of 51 South Pearl Street, Albany, NY.

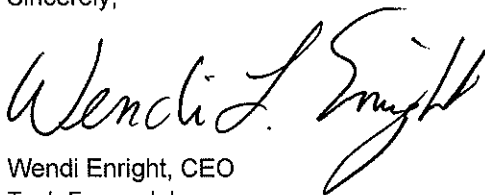
As consideration for this, we would provide compensation of \$19,575 per year (\$12 per square foot plus \$1.50 per square foot for common area maintenance), paid as follows:

1. \$1,631.25 in equal payments monthly for duration of three-year contract, beginning April 1, 2022.

As part of this letter of intent, we would require that you refurbish the space, to include the following:

1. Hot water in the bathroom at a temperature of 140 degrees.
2. A solution to allow easy access for visitors and guests that does not require pre-credentialing or keyed entry. A buzzer system was previously discussed, with visual capability, so that we can see from our office who is buzzing at the entry door to the right of the box office doors.

Sincerely,



Wendi Enright, CEO
Tech Forward, Inc.
Wendi@TechForwardInc.com
(518) 533-8228

**AMENDMENT OF AN
AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND
TECH FORWARD, INC.**

Original Resolution No. 61 for 2019

THIS AMENDED AGREEMENT is made by and between the County of Albany, a municipal corporation organized and existing under the laws of the State of New York, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County" or "Owner") and Tech Forward, Inc (hereinafter "Tenant") and SMG, as management agent for the County for the Times Union Center, located at 51 South Pearl Street, Albany, New York 12207. (The County or Owner, Tenant and SMG herein separately or together may be referred to as the "Party" or "Parties" as appropriate)

WITNESSETH:

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

WHEREAS the Tenant currently leases commercial space offered by the Owner in the second floor of the TU Center as authorized by Resolution No. 61 for 2019, adopted February 11, 2019, and

WHEREAS, on March 14, 2019, a State of Emergency was declared in Albany County by the County Executive under the authority given to him by Section 24 of the New York State Executive Law in response to the Novel Coronavirus (Covid-19) pandemic public health emergency, and

WHEREAS, the County Executive has issued an Executive Order pursuant to Section 24 of the Executive Law suspending certain Charter functions of County if there is a direct correlation to Covid-1, and

WHEREAS, the County Executive is aware of the financial implications that the County's State of Emergency and New York State's on PAUSE directives have had on Tenant and Tenant's Ability to comply with the rental obligations under the Lease Agreement, and

WHEREAS, the County Executive, under the authority provided him by the Emergency Order, temporarily suspends Tenant's rental obligation, and

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

1. That except as amended by this Amendment, the original Agreement for lease of commercial space at the Civic Center that was fully executed by the parties shall remain in full force and effect. The original Agreement was adopted pursuant to Resolution No. 61 for 2019.

2. That the Tenant's Rental obligation under the Lease Agreement is suspended effective April 1, 2020. Tenant's obligation to pay rent will resume on June 1, 2020.

3. The Term of the original Agreement will be extended by two months. The Term of the Agreement shall now end on March 31, 2022.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and effective as set forth above.

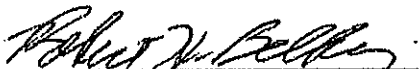
County of Albany

By: _____

Date: _____

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

SMG

By: 
Robert H. Belber
General Manager

Date: 5-6-2020

Tech Forward, Inc.

By: 
Wendi Enright
CEO

Date: 5-6-2020

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 ____ day of _____, 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

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


On the 6th day of MAY, 2020, 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. 01HO6382978
Qualified in Albany County
Commission Expires Aug 14, 2021

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

On the 6th day of MAY, 2020, before me, the undersigned, a notary public in and for the state, personally appeared WENDI ENRIGHT, 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. 01HO8362978
Qualified in Albany County
Commission Expires Aug 14, 20 21

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

On the ____ day of _____, 2020, 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

COMMERICAL SPACE LEASE
between
THE COUNTY OF ALBANY
and
TECH FORWARD, INC.

Lease Authorization: Resolution No. 61 for 2019

This is a Commercial Lease Agreement (hereinafter "Lease" or "Agreement") made by and between the County of Albany, New York, a municipal corporation organized and existing under the laws of the State of New York, located at 112 State Street, Albany, New York 12207 (hereinafter "Owner") and Tech Forward, Inc. (hereinafter "Tenant") located 3030 Evelyn Drive, Schenectady, New York 12303 (hereinafter "Tenant") and SMG, management agent for the Owner located at 51 South Pearl Street, Albany, New York 12207. (The Owner, Tenant and SMG hereinafter separately or together may be referred to as the "Party" or the "Parties" as appropriate.)

WITNESSETH:

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

WHEREAS, the Tenant desires to lease certain commercial space offered by the Owner on the second floor of the TU Center;

WHEREAS, the County Legislature has authorized this Lease in Resolution No. 61 for 2019, adopted, February 11, 2019.

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

ARTICLE 1 - LEASED PREMISES

1.01. Owner hereby leases to Tenant, and Tenant rents from Owner, certain premises (hereinafter "Leased Premises") located at 51 South Pearl Street, Albany, New York, consisting of 1,450 square feet, as identified by the Owner, located on the second floor of the TU Center.

1.02. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right in common with others to use and permit its customers to use public or common area facilities including but not limited to stairwells, elevators, escalators, restrooms, and walkways in the Front Entry Plaza subject to the terms and conditions of this Lease Agreement, and, such other reasonable rules and regulations that may be established in the sole discretion of the Owner from time to time upon reasonable notice.

ARTICLE 2 - RENT AND TERM

2.01 (a) Tenant covenants and agrees to pay Owner, or the Owner's designee, without notice, or demand, TWELVE (\$12.00) Dollars per square foot for rental of the Leased Premises.

(b) Tenant further covenants and agrees to pay to Owner, or the Owner's designee, an additional ONE AND 50/100 (\$1.50) Dollars per square foot pursuant to ARTICLE 6 - COMMON AREAS and MAINTENANCE of this Lease, bringing the total square foot cost to the Tenant to THIRTEEN AND 50/100 (\$13.50) dollars per square foot.

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

(d) Combining (a), (b) (c) and (d) above, the annual rent of NINETEEN THOUSAND FIVE HUNDRED SEVENTY FIVE (\$19,575.00) Dollars shall be payable in equal monthly installments of ONE THOUSAND SIX HUNDRED THIRTY ONE AND 25/100 (\$1,631.25) Dollars on the first day of each month of the term, in advance.

2.02. The Term of this Lease Agreement shall be for a period of three (3) years, commencing on February 1, 2019 and ending on January 31, 2022.

2.03. Rent is due at the address of the Owner's management agent, or any other agent the Owner may designate on the first day of each month and is deemed late if not received by the fifth day of each month and there shall be a late charge of five percent (5%) after the fifth day. Both rent and late charges will accrue interest at the rate of one and one-half percent (1 ½ %) per month. All expenses of Owner in the collection of rent, including but not limited to collection and attorneys' fees, shall be an expense of Tenant and charged to Tenant as additional rent.

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

2.05. The Tenant shall pay as additional rent any money required to be paid hereunder and all other sums of money or charges required to be paid by Tenant under this lease, whether or not the same be designated "additional rent." If such amounts or charges are not paid at the time provided in this lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Owner.

2.06. If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent, or amounts or charges of the character described in Article 2 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of one and one-half percent (1 ½ %) per month.

ARTICLE 3 - CONSTRUCTION, ALTERATION

3.01. Owner agrees, in its sole discretion and approval, to replace ceiling tiles, remove the existing carpet, update the sprinkler systems/fire alarms for the leased premises. Owner further agrees to look into the possibility of installing a separate utility meter which work shall only be performed in the sole discretion of Owner. Any additional work performed on the leased premises shall be performed by the Tenant at its own expense, unless otherwise agreed to by the Owner. Any such additional work or work to be performed by Tenant must have the prior written approval of the Owner, which shall not be unreasonably withheld.

3.02. Owner reserves the right to construct other buildings or improvements on the TU Center site from time to time and to make alterations thereof or additions thereto. The Owner reserves the right to make necessary or prudent alterations or improvements within the leased premises.

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

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

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

3.06. Tenant agrees to construct, pay for and install a video wall in the atrium of the arena near the entrance to the space in the atrium facing the main entrance. Tenant will pay for all costs, materials, and installation of the video wall. SMG, the Owner's agent, as Licensor, agrees to provide the tenant, as Licensee, a license with respect to inventory on the video board such that

future events and attractions at the Times Union Center can be announced with video spots. In addition, the video board will run the Time Union Center's sponsor loop with spots from the sponsors running at no cost to the Licensor and at no cost to any sponsors. Any audio associated with the video wall will be controlled at the Licensor's discretion, which will not be unreasonably withheld. If Tenant ceases to occupy the leased space for any reason, ownership of the video wall including the screen and any equipment needed to operate it will be turned over to the Owner at no cost.

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

ARTICLE 4 - PREMISES AND USE

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

IT Company

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

ARTICLE 5 - UTILITIES

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

5.02. Owner shall not be liable to Tenant for damages because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption unless due to Owners negligence. Owner or Owner's designee shall, however, proceed with reasonable diligence to restore such service to the extent it is within Owner's control. Owner shall not be liable to Tenant for damage because of any interruptions in utility service and shall have no claim

for constructive eviction due to such interruption due to the Tenant's failure to pay invoiced amounts within 30 days of the invoice due date and any subsequent stoppage of utility service by Owner's management agent.

ARTICLE 6 - COMMON AREAS AND MAINTENANCE

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

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

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

6.04. For the purpose of this ARTICLE 6 the "TU Center's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including without limitation, the cost of public liability and property damage insurance, sanitary control, trash, rubbish, garbage and other refuse, and the cost of personnel for security within the common facilities. "Common facilities" means all areas, space, equipment and special services provided by Owner for the common or joint use and

benefit of the occupants of the Front Entry Plaza, their employees, agents, servants, customers, and other invitees, including without limitation, landscaped areas within the Front Entry Plaza, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks.

ARTICLE 7 - DELIVERIES

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

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - DESTRUCTION BY FIRE OR OTHER CASUALTY

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

all other charges and items of additional rent shall abate as aforesaid from the happening of such casualty, and Owner shall promptly repay to Tenant any rent theretofore paid in advance which has not been earned at the date of the casualty. If the casualty termination notice is not given and Owner is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair and replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to their damage or destruction. Except as herein expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other charges or items of additional rent as the result of a fire or other casualty. In determining what constitutes prompt repair of the Leased Premises consideration shall be given to the delays caused by strikes, adjustment of insurance and other causes beyond Owner's control.

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

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

ARTICLE 10 - SIGNS

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

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

removal and repair within the reasonable time listed above, Tenant agrees that the Owner shall, at the Owner's option, perform such repair and removal at the expense of the Tenant.

ARTICLE 11 - ASSIGNMENT

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

ARTICLE 12 - COMPLIANCE WITH LAW

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

ARTICLE 13 - SUBORDINATION

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

13.02 Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Owner or the Owner's assigns and legal representatives to the option of canceling this Lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly, provided, however, that a

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

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

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

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

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

ARTICLE 14- DEFAULT

14.01. It is expressly understood and agreed that in case the Leased Premises shall be deserted or vacated, or if default be made in the payment of the rent or additional rent or any part thereof as herein specified, or if, without the consent of the Owner, the Tenant shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their departments or bureaus, applicable to the Leased Premises, or if the Tenant shall file or there shall be filed against Tenant a petition in bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Owner may, if the Owner so elects, and may at any time thereafter terminate this Lease and the term hereof, on giving to the Tenant thirty

(30) days prior written notice to cure such default, except in the case of nonpayment of rent or additional rent said notice shall require a cure within ten (10) days, and if such default is not so cured, this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof. The Owner may dispossess or remove Tenant or any other occupant of the Leased Premises by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease had not been made, but without prejudice to Owner's remedies, on account thereof as set forth in Section 14.02 below.

14.02 After default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, the Tenant moves out, or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal in the event of such dispossession or removal and notwithstanding such action or the termination of this Lease, (a) the Tenant shall be liable forthwith to pay the rent and additional rent payable under this Lease up to the date of such dispossession, removal or termination, (b) Owner may relet the leased Premises, or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms which may, at the option of Owner, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent for a reasonable time (c) Tenant shall pay to Owner as liquidated damages for the failure of Tenant to observe and perform the covenants and agreements of Tenant under this Lease, any deficiency between the rent and additional rent payable by Tenant under this Lease and the net amount, if any, of the rents collected on account of the Lease or Leases of the Front Entry Plaza for each month of the period which would otherwise have constituted the balance of the term of this Lease, (d) amounts received by Owner after reletting shall first be applied against Owner's expenses incurred in any reletting, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease. Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease. When and if such expenses have been completely recovered, the amounts received from reletting by Owner as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant; further, amounts received by Owner from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms. Owner may make such alterations, repairs, replacements and decorations in the Front Entry Plaza as Owner considers advisable and necessary for the purpose of reletting the Front Entry Plaza, and the making of such alterations and decorations shall not operate or be construed to release Tenant from liability under this Lease. The failure or refusal of Owner to relet the Front Entry Plaza or any part thereof shall not release or affect the liability of Tenant for damages under this Lease. Owner shall in no event be liable in any way whatsoever for liability to relet the Leased Premises or, in the event that the Leased Premises are relet, for inability to collect the rent under such reletting.

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

ARTICLE 15 - CURING DEFAULTS

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

ARTICLE 16 - EMINENT DOMAIN

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

16.02. In the event of a taking of less than the whole of the Leased Premises, this Lease shall cease and expire with respect to the portion of the Leased Premises taken, upon vesting of title as a result of the taking, and if the taking results in the portion of the Leased Premises remaining after the taking being less than fifty percent (50%) of the original size of same, Tenant may elect to terminate this Lease by giving notice to Owner of such election not more than forty-five (45) days after receipt by Tenant of notice of the taking, stating the date of termination, which date of termination shall be not more than ninety (90) days after the date on which such notice to Owner is given, and upon the date specified in such notice to Owner, this Lease and the term hereof shall cease and expire. If Tenant does not elect to terminate this Lease as aforesaid (a) the annual rent payable under this Lease shall be reduced to an amount to be determined by multiplying the annual rent by a fraction, the numerator of which is the area of the Leased Premises remaining after the taking, and the denominator of which is the total area of the Leased Premises immediately preceding the taking, and (b) after the determination of Owner's award on account of the taking, Owner shall expend as much of the award as necessary to restore the portion of the improvements remaining after the Taking to a complete architectural unit substantially the same as to the condition and tenantability for the use and occupancy of the Tenant. Should the net amount so awarded to Owner be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Owner, Owner may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with

all reasonable diligence, or Owner may terminate this Lease by giving notice to Tenant not later than a reasonable time after Owner has determined the estimated net account which may be awarded to Owner and the estimated cost of such restoration.

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

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

ARTICLE 17 - INDEMNIFICATION

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

ARTICLE 18 - END OF TERM

18.01. Upon expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Owner the Leased Premises, broom clean, in good order and condition and with all

heating, ventilating and air-conditioning systems in good working order, reasonable wear and tear and damage by fire or other casualty excepted.

ARTICLE 19 - QUIET ENJOYMENT

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

ARTICLE 20- NO WAIVER

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

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

ARTICLE 21 - ENTIRE AGREEMENT

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

ARTICLE 22 - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

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

ARTICLE 23 - INSPECTION OF PREMISES

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

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

ARTICLE 24 - REMEDY FOR BREACH

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

ARTICLE 25 - NOTICES

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

Owner:

Albany County Executive
112 State Street, Suite 1200
Albany, New York 12207

Tenant:

Tech Forward, Inc.
3030 Evelyn drive.
Schenectady, New York 12303

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

ARTICLE 26 - CAPTIONS

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

ARTICLE 27 - SUCCESSORS AND ASSIGNS

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

ARTICLE 28 - NECESSARY APPROVAL

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

ARTICLE 29 - GOVERNING LAW

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

ARTICLE 30- MISCELLANEOUS

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

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

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

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

30.05. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to perform any of the obligations of Owner in this Lease where the inability to so perform is due to causes beyond Owner's reasonable control.

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

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

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

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

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

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


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

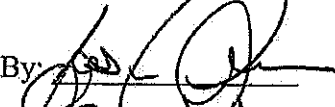
Owner:
County of Albany

Owner Agent:
SMG

Tenant:
TECH FORWARD, INC.

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

By: 
Robert H. Belber
General Manager

By: 
PRESIDENT
TECH FORWARD, INC.

Dated: _____

Dated: 3/8/19

Dated: 3/8/19

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

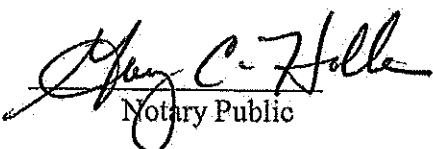
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 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.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.

On the 8th day of MARCH, 2019, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the TU Center, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

GARY C. HOLLE
Notary Public, State of New York
No. 01HQ6362978
Qualified in Albany County

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

On the 8th day of MARCH, 2019 before me, the undersigned, a notary public in and for the state, personally appeared JAMES ANILOWSKI 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

GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified In Albany County
Commission Expires Aug 14, 2021

SCHEDULE "A"
INSURANCE COVERAGE

1. The kinds and amounts of insurance to be provided are as follows:
2. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
3. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
4. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

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



County of Albany

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

Legislation Text

File #: TMP-3575, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for amendment of prior legislative approval for Daktronics

Date: September 6, 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) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Daktronics
201 Daktronics Drive
Brookings, SD 57006
Scott Wilson-Regional Sales / Thomas Westman-Project Mgr

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$485,000 (change order)
Scope of Services: See Daktronics change order

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

File #: TMP-3575, Version: 1

required for both the LED ribbon boards and LCD signs to the parapet above the suites. And, there are two shot clocks that were not included in the original bid specifications that Daktronics based their proposal for the video scoreboard and ribbon board systems, which our teams need to properly present their games. All of the changes noted above will cost \$485K more than the original proposed fee from Daktronics. However, it is far less than the only bid received for backlit signs to be installed (\$917K) and it is much closer to the original budget that we had envisioned for the backlit sign replacement, which was \$250K. The above items all fall within the scope of Daktronics SourceWell contract # C30878 and Daktronics has agreed to take responsibility for all of the work and materials, which will ensure the MVP Arena has everything that is needed.

MVP ARENA

Albany, New York

MEMORANDUM

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

From: Bob Belber
General Manager – MVP Arena

Date: September 7, 2022

Re: Request for Approval for – Change Order to Daktronics Contract # C30878 / Sourcewell Contract # 50819 – Originally issued for the manufacture and installation of a Video Scoreboard, Digital LED Ribbon Boards & Digital Advertising Systems and Scoring Systems to enable sports teams to operate in the MVP Arena.

Change Order Amount - \$485,000

Original Approved Contract Fee - \$2,841,000 / Contract Amount Including Change Fee - \$3,326,000 which will be paid with County Bonds. This project and the amount required is contained within the Albany County Capital Plan for the MVP Arena.

Justification:

Daktronics has a contract with Albany County to install new digital advertising systems and sports scoring systems including a new video scoreboard and LED ribbon boards, which are scheduled to be installed in October/November pursuant to Contract # C30878 and as it relates to Albany County Resolution # 113. When the LED ribbon boards are installed the current backlit signs will be removed along with the existing outdated LED ribbon boards. The current backlit signs have old bulbs and ballasts that have failed to illuminate the ad panels properly and the costs of retrofitting the existing signs



DAKTRONICS CHANGE ORDER

CHANGE ORDER # 1

Project Name	<u>MVP Arena</u>	Change Order Amount	<u>\$485,000.00</u>
CCN Location	<u>1 - DAK, INC</u>	Daktronics Contract #	<u>C30878</u>
Customer	<u>MVP Arena</u>	Purchase Order #	<u>Sourcewell Contract # 50819</u>
Currency	<u>USD</u>		

This Change Order is for items as delineated below:

- * 2 additional BB-2115 shot clocks (equipment only, customer to provide pwr/sig/mounting connections)
- * Center hung channel letter electrical and signal work (mechanical design and physical install excluded)
- * Primary power work for Daktronics ribbon display
- * LCD Sign Project (Includes Tech Forward quote and additional electrical work not covered by Tech Forward)

The original Order Sum was.....	\$ 2,841,000.00
Previously Approved Change Orders.....	\$ -
Order Sum After Previous Change Orders.....	\$ 2,841,000.00
The Order Sum will be increased (or decreased) by this Change Order.....	\$ 485,000.00
The new Order Sum including this Change Order will be.....	\$ 3,326,000.00

Not valid until signed by all parties.

Signature of the customer indicates agreement herewith, including any adjustments in the Order Sum or Order Time.

Customer
Authorized/Approved:

Daktronics
Authorized/Approved:

Signature:

Signature

Printed Name

Date:

Printed Name/Title:

Signature

Printed Name

Date:

Date:



TECH FORWARD

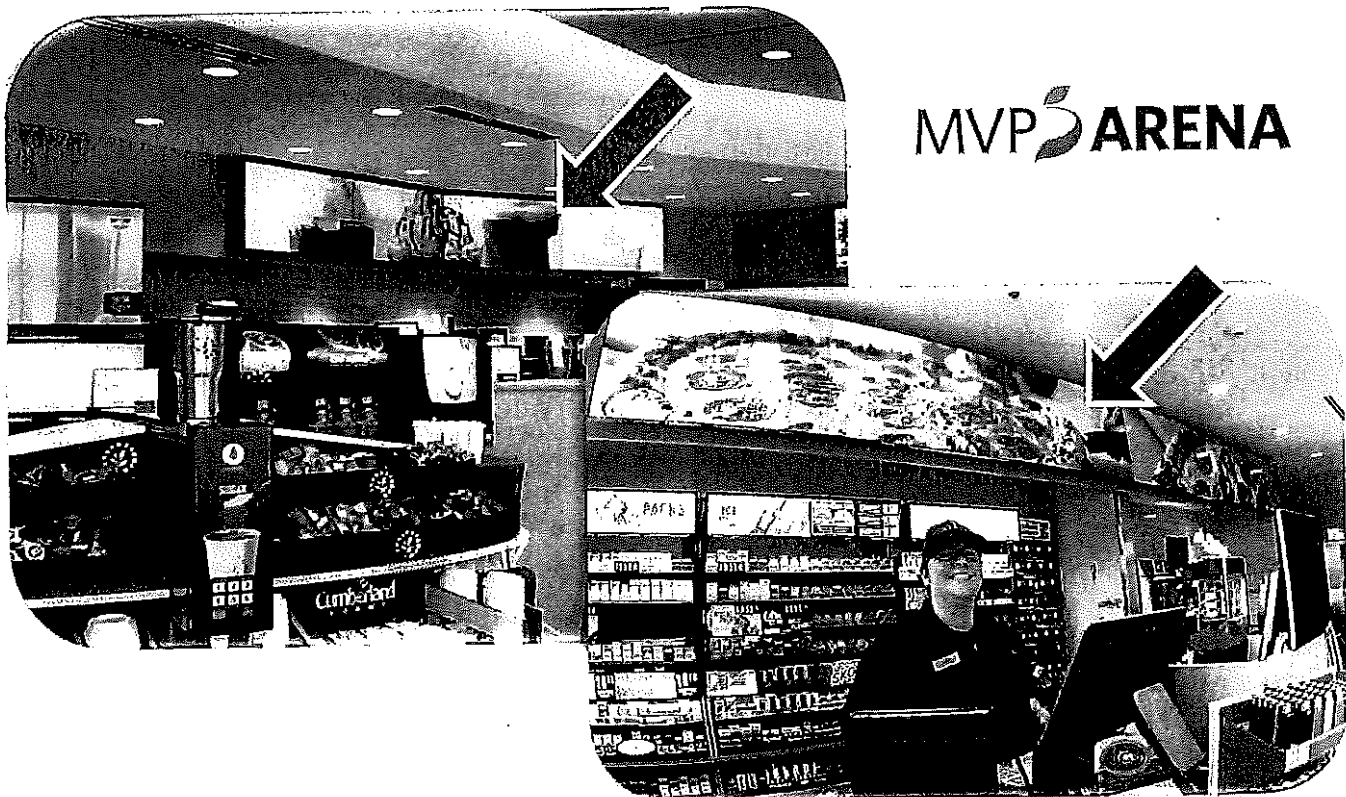
SOLUTIONS FOR THE FUTURE

Federal Government SAM [System for Award Management] # EBDWPK7EN6G9
Veteran-Certified ID # 336323
NYS DOS Corporate ID # 4805698
NYS Vendor # 1100178017

Owner: James Anilowski - USMC Veteran

Co-Owner: Wendi Enright - Chamber Ambassador

Tech Forward, Inc. corporate headquarters are located in the MVP Arena, at 51 South Pearl Street, Albany, NY - leasing office space from Albany County since 2019.



MVP Arena – Backlit Signs Replacement
August 17, 2022 Rev. Number: v2.0

Introduction

This proposal addresses a specific requirement for replacing aging backlit signs inside the MVP Arena with state-of-the-art digital signage. The new signage can appear static, as to replicate the existing backlit signs, but will be controlled via a built-in computer, and can be changed using a cloud-based interface. And at the advertiser's option, the signs can be changed as frequently as agreed upon with arena management. With TFI DSP-90 indoor digital display computers, the signs will be wirelessly connected via an encrypted connection. This solution will interface directly with the existing *cloud-based content management solution which already provides a convenient, reliable and easy-to-use platform for displaying messaging on existing signage in the Arena, with no mandatory recurring costs.*

About Tech Forward, Inc.

Tech Forward, Inc. is a NY State vendor, and is **Veteran and Woman Owned**.

Tech Forward digital signage is currently being utilized in nearly all major venues in the Capital Region including Proctors Theater, The Palace Theatre, The Capital Rep, Howe Caverns, Albany Capital Center, St. Peters Hospital, Skinny Pancake and the MVP Arena.

Solutions for the Future

Most digital signage companies make money by selling a customer hardware that is "locked down" to support a proprietary software package, which the customer must pay a monthly fee to use. Conversely, Tech Forward, Inc. offers digital signage that utilizes Ethernet and Wi-Fi enabled microcomputers that have been configured and tested to be reliable and open source.

Instead of charging our customers a usage fee, or requiring our customers to learn a new content development package, we install an industry standard Linux based microcomputer, with a high definition monitor that is configured to play standard MP4 video files, complete with audio and video.

Proposed Solutions (*all solutions include training)

There are requirements for two different sized backlit replacements:

Size one backlit sign is 2' X 10'. This legacy sign will be replaced with three, zero bevel digital displays, seamlessly joined to produce a single digital sign.

Size two backlit sign is 2' X 15'. This legacy sign will be replaced with four, zero bevel digital displays, seamlessly joined to produce a single digital sign.

Each Sign Replacement Includes

1. Physical display (three or four screen) with DSP-90 wireless signage computer.
2. Mounting and configuration of new digital sign.
3. Modifying existing electrical service to power the new signage, limited to a maximum of 4 foot of metal conduit per sign, tapping into existing power and providing/installing receptacles located internally in each sign box.
4. Removal of existing backlit signage is not included.

Pricing

Adjusted from Rev.1.0 to exclude costs of removal of existing backlit signage, and also incorporating costs for prevailing wages, previously not considered.

Size One: backlit sign is 2' X 10'.

*Installed

Size Two: backlit sign is 2' X 15'.

*Installed

Project Totals

27 - *Size One* displays

15 - *Size Two* displays

Timing and Other Considerations

- A lead time of 30 days is required for equipment acquisition.
- All work will be completed in accordance with current industry standards.
- Proposal pricing is based on assumptions of standard construction.
- All DSP computers carry a 90-day warranty with an optional \$4/month unlimited warranty.
- All Display Screens carry a 1 year manufacturers warranty.

Authorized Signature

Printed Name

Date

DAKTRONICS BB-2115 PRODUCT SPECIFICATIONS



This indoor single-sided LED basketball game clock and shot clock timer displays game time to 99:59 and shot times up to a value of 99 seconds. It can also count down from any preset time between 0 and 99 seconds. During the last minute of the period, game time is displayed to 1/10 of a second. A hand-held start/stop/reset switch is included with purchase. Shot clock shown with PanaView® digits.

POWER (120 VAC)*	UNCRATED WEIGHT	DIMENSIONS
50 Watts, 0.5 Amp	30 lb (14 kg)	2'-4" H x 2'-5" W x 6" D (711 mm, 737 mm, 152 mm)

*Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).

DIGITS

- Game clock digits are 7" (178 mm) high. Shot clock digits are 13" (330 mm) high.
- Game clock digits are amber. Shot clock digits are red.
- Select PanaView® or UniView® LED digit technology (see SL-04729).

DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Durable, lightweight aluminum Tuff Sport® cabinet withstands high-velocity impact from air-filled sports balls without the need for protective screens.

PRODUCT SAFETY APPROVAL

ETL-listed, tested to CSA standards, and CE-labeled **for indoor use only**

OPERATING TEMPERATURES

- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

DAKTRONICS BB-2115 PRODUCT SPECIFICATIONS

CONTROL CONSOLE	CONTROL OPTIONS
All Sport® 5000* (see SL-03991)	<p>Wired (standard): One-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard 2" x 4" x 2" (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console.</p> <hr/> <p>Wireless (optional): 2.4 GHz spread spectrum radio features 64 non-interfering channels and 8 broadcast groups (see SL-04370).</p>

* Controller not included with standard purchase; timer(s) are typically controlled by the same console controlling the basketball scoreboard(s).

LIGHT STRIP OUTPUT

Timer features outputs to control Daktronics end-of-period backboard LED light strips, such as the BB-2135 (sold separately).

HORN

An internal horn sounds automatically when shot clock counts down to zero with a sound that is distinctly different from that of the game-clock horn.

GENERAL INFORMATION

Timer provides game and shot clock timing capabilities. 100% solid state electronics are housed in an all aluminum cabinet. Timer arrives at the site fully assembled. Mounting hardware not included. Specifications and pricing are subject to change without notice.

OPTIONS & ACCESSORIES

- Carrying handle
- Portable signal kit
- End-of-period backboard light strips (see [SL-05965](#))
- Visual horn indicator (see [SL-02093](#) or [SL-05489](#))
- Protective screen (see [SL-02551](#))
- Suspension installation kit

FOR ADDITIONAL INFORMATION

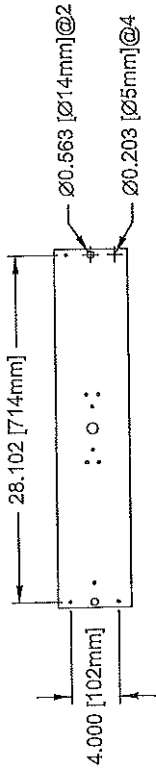
- Mechanical Specifications: [DWG-3267938](#) (attached)
- Component Locations: [DWG-3272582](#) (attached)
- Architectural Specifications: See [SL-04795](#)
- Installation Manual: See [DD2481645](#)
- Service Manual: See [DD2481648](#)

BB-2115/3115

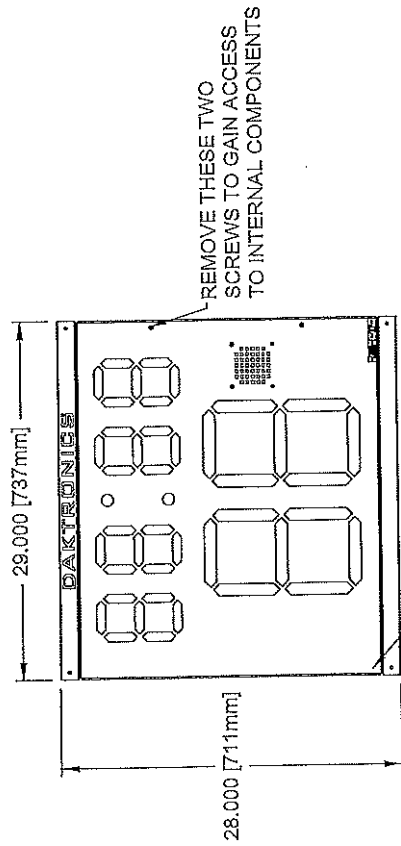
NOTES:

1. MOUNTING HARDWARE IS NOT PROVIDED.
2. SEE DRAWING A-91230 FOR SUGGESTIONS ON MOUNTING TO CEILING-SUSPENDED BACKSTOPS.
3. FOR PORTABLE BACKSTOPS, CONTACT THE BACKSTOP MANUFACTURER FOR MOUNTING HARDWARE.

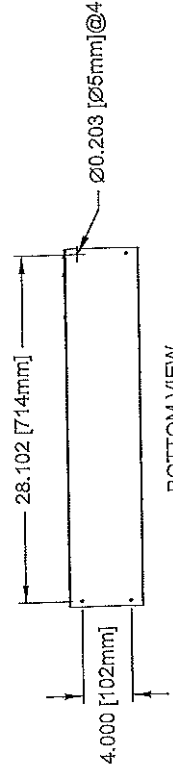
WEIGHTS	
SHIPPING WEIGHT	MOUNTING WEIGHT
40 LBS (18 KG)	30 LBS (14 KG)



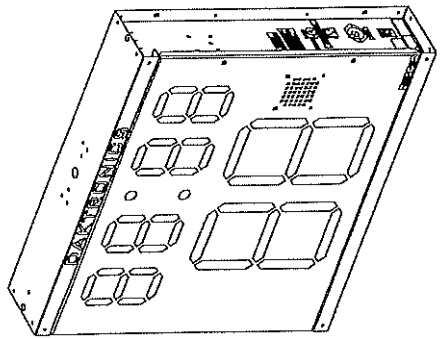
TOP VIEW



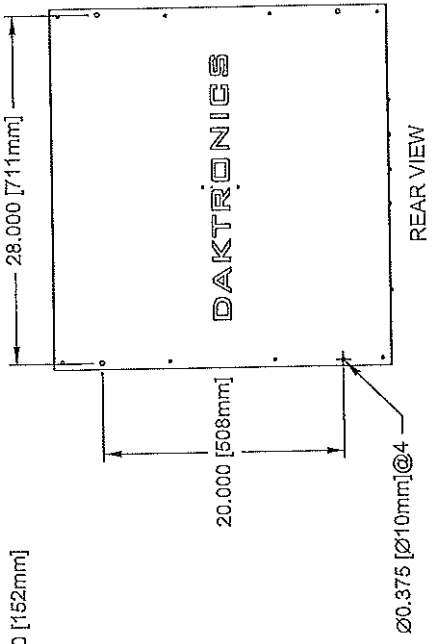
FRONT VIEW



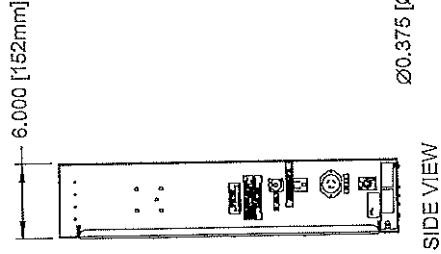
BOTTOM VIEW



ISOMETRIC VIEW



REAR VIEW



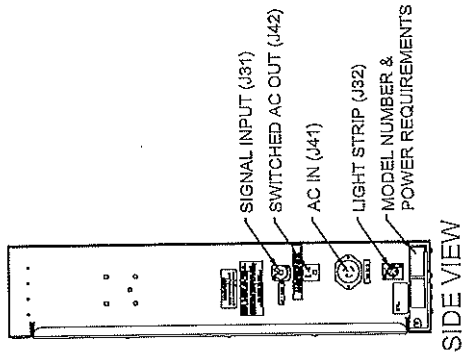
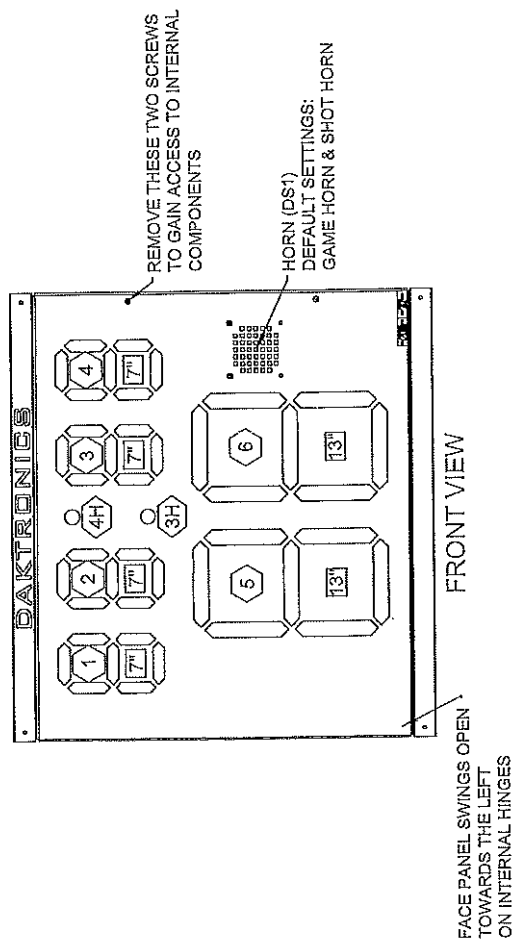
SIDE VIEW

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<p>THE CONCEPTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND PROPRIETARY. DO NOT REPRODUCE BY ANY MEANS WITHOUT THE EXPRESS WRITTEN PERMISSION OF DAKTRONICS, INC. (USA) COPYRIGHT © 2016 DAKTRONICS, INC. (USA)</p>	THIRD ANGLE PROJECTION	
PROJECT: TUFF SPORT® SCOREBOARDS		
TITLE: MECHANICAL SPEC; BB-2115/3115		
DATE: 29 JAN 16	DIM UNITS: INCHES [MILLIMETERS]	SHEET: 00
SCALE: 1=15	DO NOT SCALE DRAWING	REV: 00
DESIGN: BPETERSON	JOB NO. P1237	FUNC. TYPE - SIZE E-10-A
DRAWN: PSCHROE		3267938

BB-2115

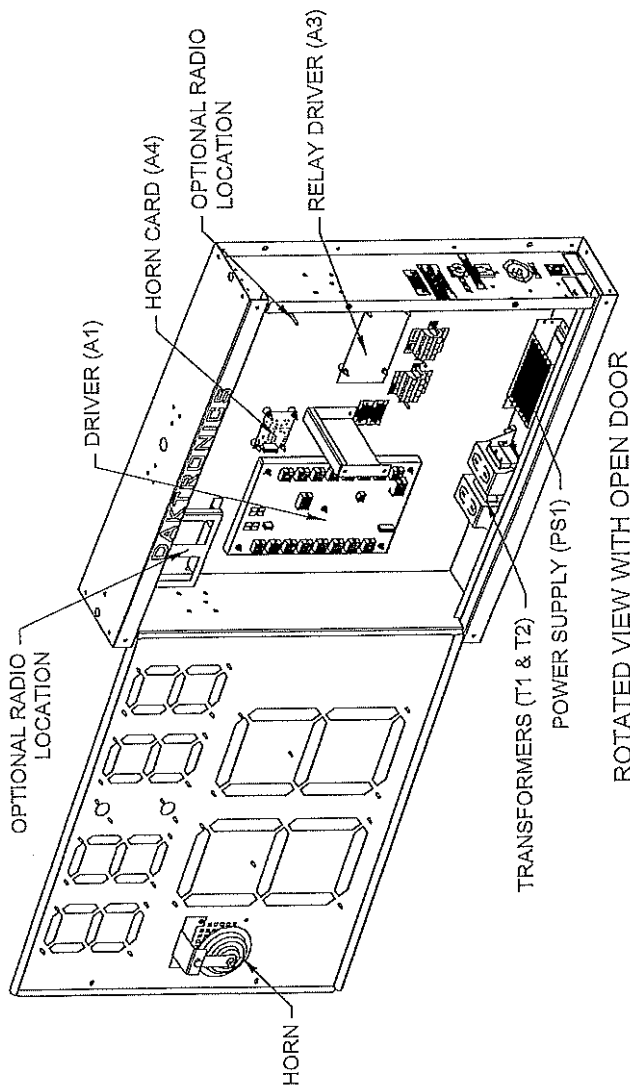
DIGIT, SIGNAL AND POWER SPECIFICATIONS:



LEGEND:

- = DIGIT DESIGNATION IN RELATION TO DRIVER
- = DIGIT SIZE
- = SEGMENT DESIGNATION
- = DRIVER NUMBER

COMPONENT LOCATIONS:



NOTES:

1. A3 BOARD CAPABILITIES ARE GAME HORN, SHOT HORN, CLK = STOP, CLK = 0. J32/J42 (TOGETHER), & HORN CAN BE SET TO DIFFERENT VALUES IF REQUIRED.
2. TO CHANGE DEFAULT FUNCTION OF HORN, ENABLE OTHER SEGMENTS, OR CHANGE LIGHT STRIP OPTIONS, REFER TO DWG A-178151.

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		<small>THE CONCEPTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND PROPRIETARY TO DAKTRONICS, INC. OR ITS WHOLLY OWNED SUBSIDIARIES. COPYRIGHT 2016 DAKTRONICS, INC. (USA)</small>		
DAKTRONICS				
PROJECT: TUFF SPORT® SCOREBOARDS				
TITLE: COMPONENT LOCATION: BB-2115				
DATE: 01 FEB 16	DIM: UNITS: INCHES [MILLIMETERS]	SHEET	REV	00
SCALE: 1=12 DO NOT SCALE DRAWING				
DESIGN: CHAMILL	JOB NO. P1237	FUNC. TYPE - SIZE	3272582	
DRAWN: PSCHROE	E. 10 - A		12	

TECH FORWARD

SOLUTIONS FOR THE FUTURE

Federal Government SAM [System for Award Management] # EBDWPK7EN6G9

Veteran-Certified ID # 336323

NYS DOS Corporate ID # 4805698

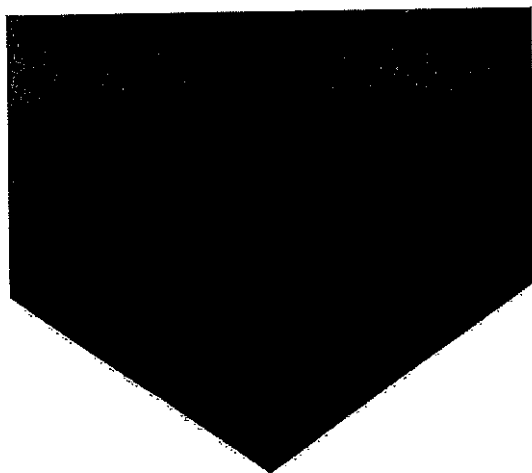
NYS Vendor # 1100178017

Owner: James Anilowski - USMC Veteran

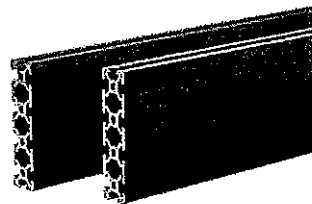
Co-Owner: Wendi Enright - Chamber Ambassador

Tech Forward, Inc. corporate headquarters are located in the MVP Arena, at 51 South Pearl Street, Albany, NY - leasing office space from Albany County since 2019.

Back Panel Material



Hood Material



20 Series T Slot 2080 Aluminum Extrusion

High density polyethylene (HDPE) is used in a variety of applications and industries where excellent impact resistance, high tensile strength, low moisture absorption and chemical- and corrosion-resistance properties are required. High density polyethylene is harder than low density polyethylene and has higher tensile strength, and better compressive strength.

MVP Arena – Backlit Signs Replacement (Amendment)
Barrier and Mounting Platform
September 3, 2022 - Rev. Number: v1

Introduction

This amendment addresses a specific requirement for protecting the proposed digital signage in the MVP Arena from abuse and spillage. Because of limited room for mounting the digital signage above the newly proposed ribbon boards, once mounted directly above the ribbon board, the top part of the signage will rise up above the foot well, approximately six to eight inches above the cement deck. This exposes the backside of the displays to potential damage by patrons who may have a desire to rest their feet on the edge of the deck while leaning over the railings. And while it would be inconvenient to rest a beverage on the top of the signage that is only 8" above the deck, a deterrent for such, along with protection from spillage is absolutely necessary.

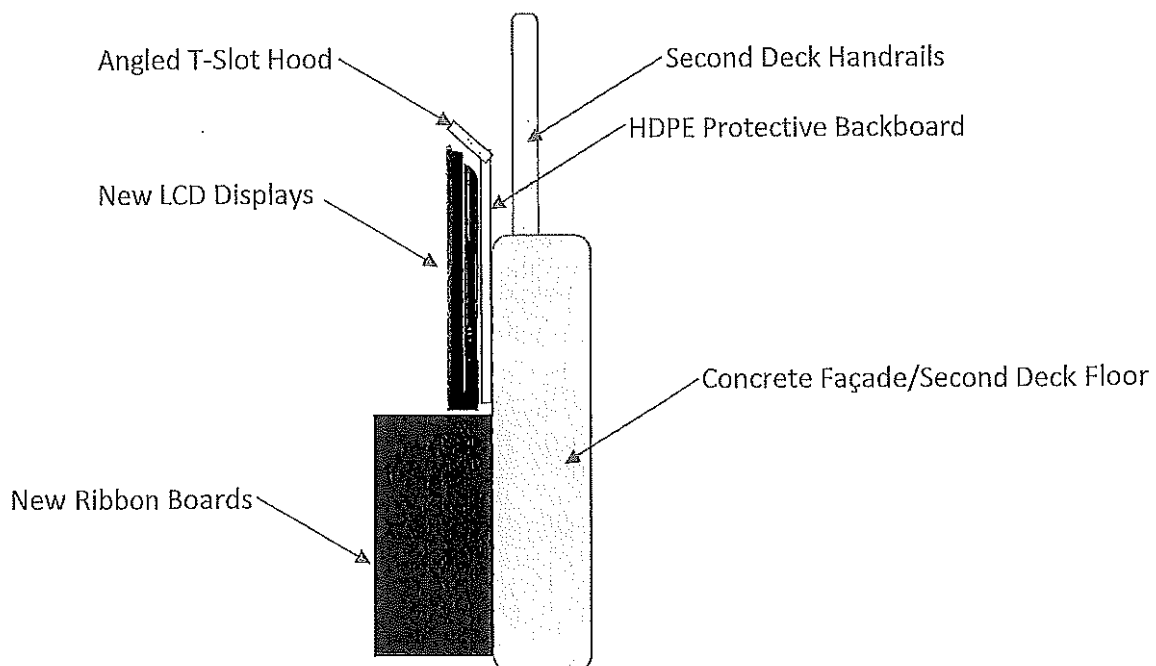
Proposed Solution

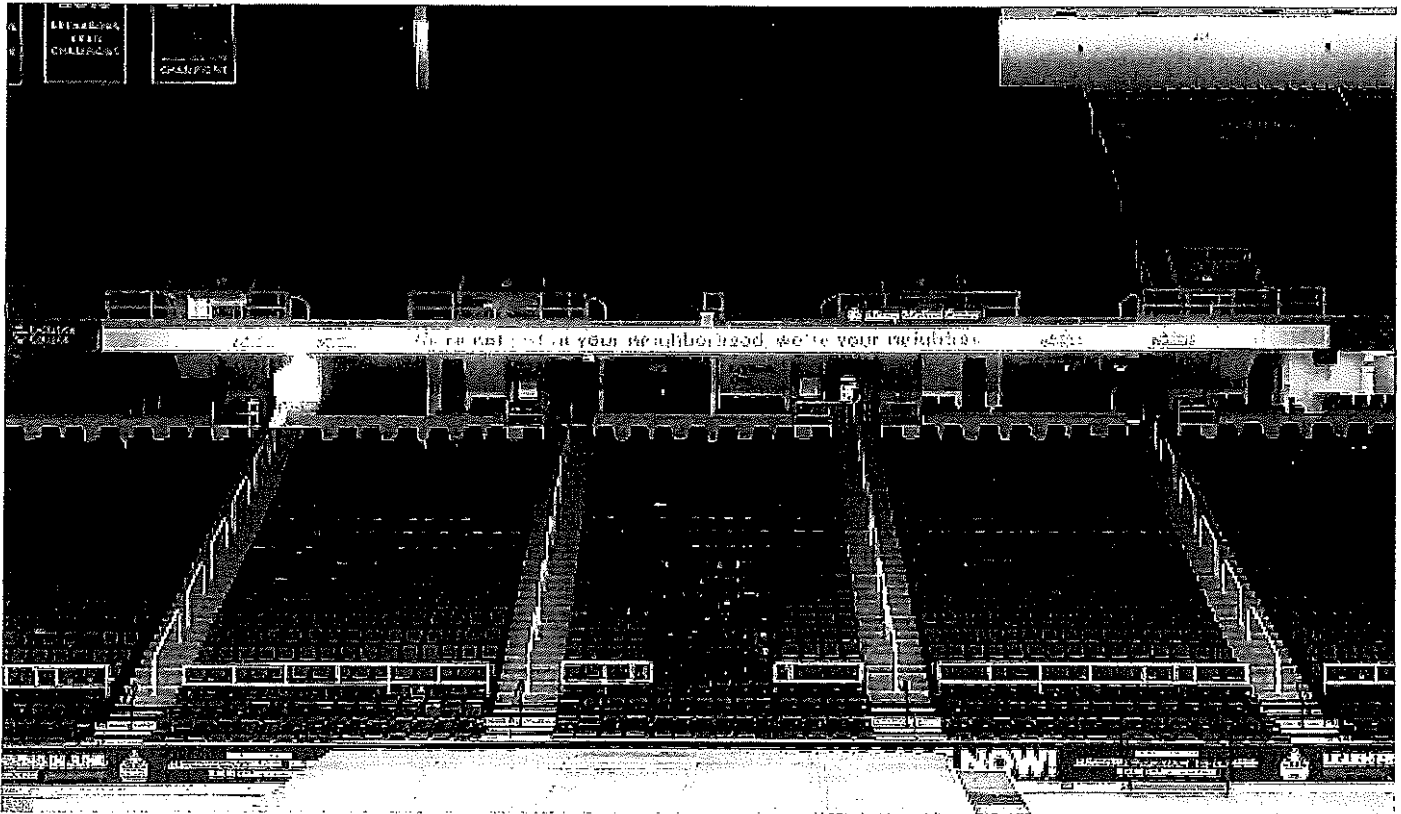
The displays chosen for this project have cast aluminum backing, and are naturally resilient to moisture & corrosion, and act as a heat sink, allowing the displays to operate in very high temperature environments. Dust and moisture are mitigated by filters over the display's vents. Additional protection is required for the back and top of the displays. The solution outlined here will;

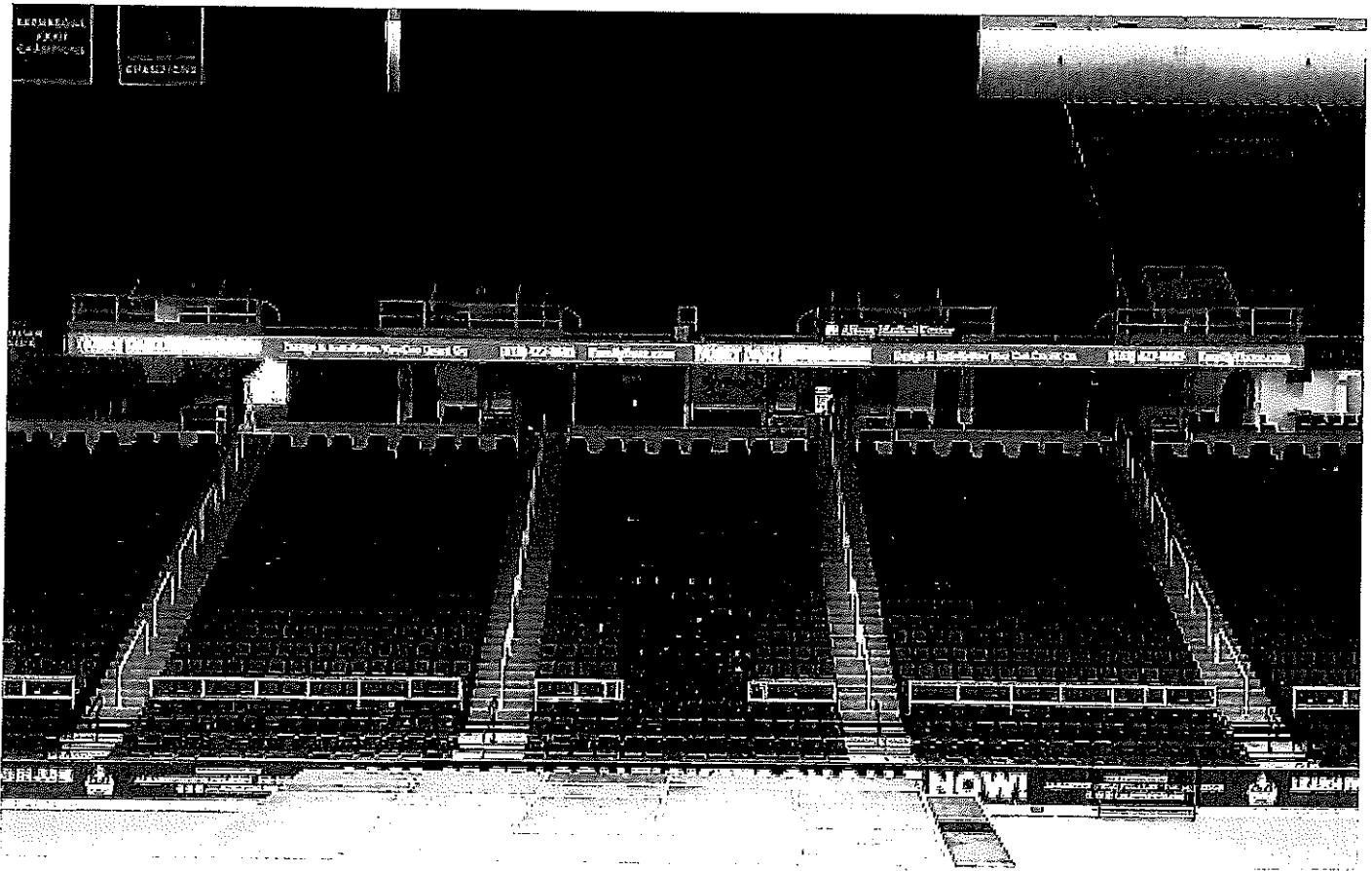
1. Provide a solid platform for mounting the displays
2. Provide a ¾" protective barrier to the rear
3. Provide an attached hood made from extruded aluminum T-channel, that will be angled to prevent patrons from resting anything upon them.

Materials Selected

The proposed solution involves mounting heavy duty ¾" Marine Board HDPE (High Density Polyethylene) Plastic Sheeting to the concrete façade above the newly proposed ribbon board. Attached to the top of the backing board will be a full-length angled hood constructed of extruded Aluminum T-slot 2080.







RESOLUTION NO. 113

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

Introduced: 4/11/22
By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has requested authorization to enter into an agreement with Daktronics regarding the replacement of indoor LED Video Displays, an indoor LED Ribbon Display, and scorer's tables in an amount not to exceed \$2,841,000 for a term commencing April 1, 2022 and ending November 1, 2022, and

WHEREAS, The General Manager, using the Sourcewell national purchasing cooperative contract, has recommended Daktronics for the purchase and installation of ten indoor Daktronics LED Displays, one indoor Daktronics LED Ribbon Display, and six Daktronics scorer's tables at the MVP Arena and a two-year parts and on-site labor warranty, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Daktronics, Brookings, SD 57006, regarding the replacement of indoor LED Video Displays, an indoor LED Ribbon Display, and scorer's tables in an amount not to exceed \$2,841,000 for a term commencing April 1, 2022 and ending November 1, 2022, and, be it further

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

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

Adopted by unanimous vote - 4/11/22