

# **County of Albany**

112 State Street  
Albany, NY 12207



## **Meeting Agenda**

**Tuesday, February 25, 2020**

**5:00 PM**

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

### **Public Works Committee**

**PREVIOUS BUSINESS:**

APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

1. AUTHORIZING AN AGREEMENT WITH STRUCTURAL PRESERVATION SYSTEMS, LLC FOR GENERAL CONSTRUCTION SERVICES REGARDING THE TIMES UNION CENTER GARAGE REMEDIATION AND REPAIRS PROJECT
2. AUTHORIZING AN AGREEMENT WITH CAPPELLINO CHEVROLET, INC. FOR THE PURCHASE OF FOUR 2020 SILVERADO 2500 DOUBLE CAB PICKUP TRUCKS
3. AUTHORIZING AN AGREEMENT WITH JOHN DEERE CONSTRUCTION RETAIL SALES REGARDING THE PURCHASE OF A 622G MOTOR GRADER
4. AUTHORIZING AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF FORTY APX1500 MOBILE RADIOS
5. DETERMINATION THAT THE ASBESTOS ABATEMENT AND DEMOLITION OF 1538 NEW SCOTLAND ROAD IN SLINGERLANDS WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT
6. AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, P.C. FOR CONSTRUCTION INSPECTION SERVICES REGARDING THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NYS 85) BRIDGE REPLACEMENT PROJECT
7. AUTHORIZING AN AGREEMENT WITH CAPPELLINO CHEVROLET, INC. FOR THE PURCHASE OF FIVE 2020 CHEVROLET 3500 ONE TON DUMP TRUCKS
8. AUTHORIZING AN AGREEMENT WITH JOE BASIL CHEVORLET REGARDING THE PURCHASE OF 2020 CHEVROLET SILVERADO

# County of Albany

112 State Street  
Albany, NY 12207



## Meeting Minutes

Tuesday, January 28, 2020

5:00 PM

January 2020

Room 730

**Public Works Committee**

**CURRENT BUSINESS:**

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

**1. APPROVING PREVIOUS MEETING MINUTES**

A motion was made by Legislator Peter, seconded by Legislator O'Brien, that the minutes be adopted. The motion carried by a unanimous vote.

**2. AUTHORIZING LEASE AGREEMENTS WITH BERKSHIRE BANK AND PRIME COMPANIES REGARDING CORPORATE SUITE NO. 3 AT THE TIMES UNION CENTER**

A motion was made by Legislator Burgdorf, seconded by Legislator Peter, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**3. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. FOR THE PURCHASE OF TWO TANDEM DUMP TRUCKS**

A motion was made by Legislator Peter, seconded by Legislator Cleary, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**4. AUTHORIZING AN AGREEMENT WITH MASER CONSULTING, P.A. FOR DESIGN AND CONSTRUCTION INSPECTION SERVICES REGARDING THE CR252 (KNOX CAVE RD) HIGHWAY IMPROVEMENT PROJECT**

A motion was made by Legislator O'Brien, seconded by Legislator Reinhardt, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**5. AUTHORIZING AN AGREEMENT WITH CREIGHTON MANNING ENGINEERING FOR DESIGN AND CONSTRUCTION INSPECTION SERVICES REGARDING THE CR303 AND CR311 (BEAVER DAM RD) HIGHWAY IMPROVEMENT PROJECT**

A motion was made by Legislator O'Brien, seconded by Legislator Cleary, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**6. AUTHORIZING AN AGREEMENT WITH LANDMARK FLOORING CONCEPTS, INC. REGARDING THE PURCHASE AND INSTALLATION**

**OF CARPET AT 175 GREEN STREET**

A motion was made by Legislator Cleary, seconded by Legislator Peter, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**7. AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING INSPECTION AND ASSESSMENT SERVICES FOR THE TIMES UNION CENTER GARAGE RENOVATION PROJECT**

A motion was made by Legislator Peter, seconded by Legislator Burgdorf, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**8. AUTHORIZING AN AGREEMENT WITH FULL COMPASS SYSTEMS REGARDING THE PURCHASE OF REPLACEMENT SPOTLIGHTS AT THE TIMES UNION CENTER**

A motion was made by Legislator Peter, seconded by Legislator Smith, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**9. AUTHORIZING AN AGREEMENT WITH STAGE RIGHT CORPORATION REGARDING THE PURCHASE OF A NEW PERFORMANCE STAGE AND ACCESSORIES AT THE TIMES UNION CENTER**

A motion was made by Legislator Peter, seconded by Legislator O'Brien, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**10. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE REGARDING THE LINKAGE STUDY PROGRAM GRANT**

A motion was made by Legislator Smith, seconded by Legislator Peter, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**11. AUTHORIZING A CUSTOMER PROJECT COMMITMENT AGREEMENT WITH THE NEW YORK POWER AUTHORITY REGARDING THE DEVELOPMENT OF SOLAR PANEL SYSTEMS AT COUNTY FACILITIES**

A motion was made by Legislator Peter, seconded by Legislator O'Brien, that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DAVID M. LATINA  
COMMISSIONER

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

MARTIN V. McCLUNE  
DEPUTY COMMISSIONER

February 3, 2020

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services respectfully requests the approval of a contract with Structural Preservation Systems, LLC in the amount not to exceed \$3,541,850.00. This contract is for General Construction services regarding the Remediation and Repairs of the Times Union Garage.

The Scope of Work consists mainly of the structural rehabilitation of the entire parking garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage shall remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Completion of the prescribed repairs and restoration, as outlined in the construction documents and combined with a continual preventive maintenance program, will extend the service life of the parking facility to the greatest extent possible.

Please note the total amount requested includes the cost of all three alternate bids and contingencies.

This project has been included in the 2020 Capital Plan and a SEQR has been completed.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina  
Commissioner

DML:pl  
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader  
Honorable Frank Mauriello, Minority Leader  
Kevin Cannizzaro, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel



Legislation Text

File #: TMP-1502, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Authorizing an Agreement with Structural Preservation Systems, LLC for GC Services in regards to the Remediation and Repairs Project of the Times Union Parking Garage

Date: February 3, 2020  
 Submitted By: David M. Latina  
 Department: Department of General Services  
 Title: Commissioner  
 Phone: 7202  
 Department Rep.  
 Attending Meeting: David M. 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):**

Structural Preservation Systems, LLC  
1755 Highland Avenue  
Cheshire, CT 06410

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$3,541,850.00  
Scope of Services: As outlined in RFB#2019-113

Bond Res. No.: Resolution No. 569 for 2018 Resolution No. 148 for 2019  
Date of Adoption: 12/3/2018 4/8/2019

**CONCERNING ALL REQUESTS**

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

Is there a Fiscal Impact: Yes  No



Anticipated in Current Budget: Yes  No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HKUY (1)

Appropriation Amount: \$3,541,850.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) March 1, 2020 - September 30, 2021

Length of Contract: 18 months

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

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

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

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

The Department of General Services respectfully requests the approval of a contract with Structural Preservation Systems, LLC in the amount not to exceed \$3,541,850.00. This contract is for General Construction services regarding the Remediation and Repairs of the Times Union Garage.

The Scope of Work consists mainly of the structural rehabilitation of the entire parking garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage shall remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Completion of the prescribed repairs and restoration, as outlined in the construction documents and combined with a continual preventive maintenance program, will extend the service life of the parking facility to the greatest extent possible.

Please note the total amount requested includes the cost of all three alternate bids and contingencies.

This project has been included in the 2020 Capital Plan and a SEQR has been completed.

**SUPPLEMENTAL BOND RESOLUTION AMENDING CERTAIN TERMS OF  
BOND RESOLUTION NO. 569 OF THE COUNTY OF ALBANY, NEW YORK,  
AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS  
FOR THE TIMES UNION CENTER AND TIMES UNION CENTER PARKING  
GARAGE**

Introduced: 4/8/19

By Audit and Finance Committee:

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

WHEREAS, on December 3, 2018, the County Legislature of the County of Albany, New York adopted Bond Resolution No. 569 of 2018 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK,  
AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL  
PROJECTS FOR THE TIMES UNION CENTER AND TIMES UNION  
CENTER PARKING GARAGE, STATING THE ESTIMATED  
MAXIMUM COST THEREOF IS \$3,272,000, APPROPRIATING SAID  
AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF  
\$3,272,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID  
APPROPRIATION

(the "Bond Resolution"); and

WHEREAS, on the date the County Legislature adopted the Bond Resolution the maximum estimated cost of the undertaking of the project described in Section 1 of the Bond Resolution (the "Project") was estimated to equal an amount not to exceed \$3,272,000; and

WHEREAS, since the date of the Bond Resolution, the County Legislature has received additional information and revised cost estimates which indicate that the maximum estimated cost of the Project will be equal to an amount not to exceed \$6,772,000; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among other things, that any bond resolution adopted by the finance board of a municipality contain a statement of the maximum estimated cost of the object or purpose for which obligations are being authorized and the maximum amount of the bonds authorized to be issued for such purpose; and

WHEREAS, the County Legislature desires to amend the Bond Resolution for the purpose of increasing the maximum estimated cost of the Project, and, in particular,

Section 1 of the Bond Resolution, and the maximum principal amount of bonds authorized to be issued in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the County Legislature of the County of Albany, New York, as follows:

SECTION 1. The Bond Resolution is hereby amended as follows:

(A) Section 1 of the Bond Resolution is amended to read as follows:

The County of Albany, New York (the "County") is hereby authorized to undertake various capital projects at the Times Union Center (the "Center"), in the City of Albany, New York, consisting of renovation of the locker rooms, including replacement of existing equipment; upgrades and replacement of the Quad stairs and Atrium door; and replacement of flooring in the main arena and kitchen, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's 2019-2023 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,100,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,100,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,100,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,100,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(35) of the New York Local Finance Law (the "Law"), is five (5) years.

(B) A new Section 4 of the Bond Resolution will be inserted to read as follows:

The County is hereby authorized to undertake various capital projects at the Center garage, consisting of the reconstruction and renovation of the steel and concrete support structures, upgrades to the elevators, and stair replacement, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further

described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$4,375,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,375,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$4,375,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$4,375,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

(C) The original Section 4 of the Bond Resolution will be renumbered to Section 5 and is hereby amended to read as follows:

Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$6,772,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

(D) The original Section 5 through Section 9 of the Bond Resolution will be renumbered to Section 6 through Section 10.

(E) The original Section 10 of the Bond Resolution will be renumbered to Section 11 and is hereby amended to read as follows:

Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Sections 1, 2, 3, and 4 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

(F) The original Section 11 of the Bond Resolution will be renumbered to Section 12 and is hereby amended to read as follows:

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

(G) The original Section 12 through Section 13 of the Bond Resolution will be renumbered to Section 13 through Section 14.

SECTION 2. The County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the Project as follows: the County determined that the Project is a Type II action under SEQRA pursuant to the Bond Resolution as stated in the amended and renumbered Section 11 referenced above and this amendment to the Bond Resolution does not affect that SEQRA determination.

SECTION 3. The Bond Resolution adopted by the County Legislature on December 3, 2018, as amended by this Supplemental Bond Resolution, shall otherwise remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

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

(b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with.

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 5. This resolution shall take effect immediately.

RESOLUTION NO. 569

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE TIMES UNION CENTER AND TIMES UNION CENTER PARKING GARAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,272,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,272,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/3/18

By: Audit and Finance Committee

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake various capital projects at the Times Union Center (the "Center"), in the City of Albany, New York, consisting of renovation of the locker rooms, including replacement of existing equipment; upgrades to the elevators and stair replacement in the Center garage; upgrades and replacement of the Quad stairs and Atrium door; and replacement of flooring in the main arena and kitchen, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's 2019-2023 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,975,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,975,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,975,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,975,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(35) of the New York Local Finance Law (the "Law"), is five (5) years.

Section 2. The County is hereby authorized to undertake various capital projects at the Center, consisting of the replacement of old staging, spotlights, and forklifts and the installation of turnstiles, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or

purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$597,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$597,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$597,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$597,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) of the Law, is five (5) years.

Section 3. The County is hereby authorized to undertake various capital projects at the Center, consisting of the partial reconstruction of the heating system, including replacement of the Comfort Chiller, BMS Control, and Concourse heat/fan coil, and lighting upgrades, including the installation of energy efficient lightbulbs, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$700,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$700,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$700,000 to pay the costs of the projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$700,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(13) of the Law, is at least ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,272,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The facilities described above are class "A" buildings, as defined in Section 11.00(a)(11)(a) of the Law.

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

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

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects. Based upon an examination of the



projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Sections 1, 2, and 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

# C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110  
518.786.7400 FAX 518.786.7299 www.ctmale.com



February 3, 2020

Michael L. Martin, PE  
Director of Facilities Engineering Division  
**Albany County Department of General Services**  
112 State Street - Suite 1310  
Albany, NY 12207

**RE: Recommendation for Award**  
RFB #2019-113 Times Union Center Garage Remediation and Repairs Project

Director Martin;

In reference to the project mentioned above, please be advised that based upon our review of the three low bids received, and subsequent qualification of the apparent low bidder's qualifications conducted through a teleconference held with our consulting engineer, O&S Associates, it is our recommendation that the County award the Contract as follows:

**Structural Preservations Systems LLC** **\$ 3,477,800.00**

This amount includes the total lump sum base bid, plus the 10% project contingency and field engineering allowance included in the Bid Documents. Subject to selection of the Alternates, which were included in the Bid, the total Contract Amount may be increased as follows:

<b>Alternate No. 1:</b> Asphalt Patch Repairs:	<b>\$ 3,750.00</b>
<b>Alternate No. 2:</b> Asphalt Seal Coating:	<b>\$ 44,800.00</b>
<b>Alternate No. 3:</b> Restriping:	<b>\$ <u>15,500.00</u></b>
<b>TOTAL CONTRACT AMOUNT TO BE AWARDED:</b>	<b>\$ 3,541,850.00</b>

The successful bidder, whose bid has been determined to be substantially responsive, and to be the lowest evaluated bidder, has also been determined to be qualified to perform the contract satisfactorily, all of which has been taken into consideration in our recommendation.

If you have any further questions regarding this matter, or need any additional information, please feel free to contact me directly at (518) 786-7412.

Sincerely,  
C.T. MALE ASSOCIATES

  
Richard A. Carabagnola, R.A.  
Principal Architect

C: N. Raazi

# Memo

To: David Latina, Commissioner, Department of General Services  
From: Michael Martin PE, Director, Facilities Engineering Division  
Cc: Karen Storm, Purchasing Agent  
Date: February 3, 2020  
Re: **RFB #2019-113 –GC – Times Union Center Garage Remediation and Repairs Project**

**Recommendation for Award to Structural Preservations Systems, LLC**

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Commissioner Latina,

As you are aware, C.T. Male Associates and the Facilities Engineering Division, have developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for the **Remediation and Repairs of the Times Union Center Parking Garage**. Bids for the General Construction prime contract (GC) have been received and reviewed for conformance with the bid documents.

A complete tabulation of the **General Construction** Bids is attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **Structural Preservations Systems LLC** at a cost of **\$3,541,850.00** which includes all Contingency Allowances and also all three Alternate Bid items listed on the Bid tabulation.

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

Thank you

	Structural	Patterson Stevens	Debrino	PCC Contracting	Lupini Construction	Bette & Cring	Loius C Allegrone
<b>Bid Security (5%)</b>	BOND	BOND	BOND	BOND	BOND	BOND	BOND
Base Bid (Items#1-#31)	\$ 2,998,000.00	\$ 4,165,400.00	\$ 4,438,452.00	\$ 4,774,955.00	\$ 5,100,127.35	\$ 5,665,400.00	\$ 7,068,269.00
Agency Allowance	\$ 299,800.00	\$ 416,540.00	\$ 443,845.00	\$ 477,495.50	\$ 510,012.74	\$ 566,540.00	\$ 706,827.00
Allowance	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00
<b>(D)</b>	\$ 3,477,800.00	\$ 4,761,940.00	\$ 5,062,297.00	\$ 5,432,450.50	\$ 5,790,140.09	\$ 6,411,940.00	\$ 7,955,096.00
	\$ 3,750.00	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ 9,750.00	\$ 3,750.00	\$ 5,850.00
	\$ 44,800.00	\$ 67,200.00	\$ 70,000.00	\$ 66,080.00	\$ 56,000.00	\$ 36,400.00	\$ 72,800.00
	\$ 15,500.00	\$ 16,000.00	\$ 37,375.00	\$ 15,120.00	\$ 25,454.00	\$ 25,000.00	\$ 14,868.00
<b>Total</b>	\$ 3,541,850.00	\$ 4,851,140.00	\$ 5,175,672.00	\$ 5,519,050.50	\$ 5,881,344.09	\$ 6,477,090.00	\$ 8,048,614.00

**Albany County**  
**Department of Economic Development, Conservation and Planning**  
112 State Street, Room 800  
Albany, NY 12207-2021  
Telephone: (518) 447-5670      Fax: (518) 447-5662  
<http://www.albanycounty.com>

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## MEMORANDUM

**TO:** David Latina, Commissioner, Department of General Services  
**CC:**  
**FROM:** Laura DeGaetano, Sr. Natural Resource Planner  
**DATE:** October 18, 2017  
**RE:** Times Union Center Improvements  
**SUBJECT:** SEQR compliance for Capital Projects

---

I have reviewed the documentation you provided describing the referenced project as it relates to State Environmental Quality Review (SEQR). As I understand it, the project includes repairs and upgrades to the garage elevators and repairs.

As described above, the proposed project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c) subdivisions (1), (2), and (25). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance with SEQR beyond this determination is required.

Should you have any questions or require additional information, please feel free to call me at your convenience.



DANIEL P. McCOY  
COUNTY EXECUTIVE

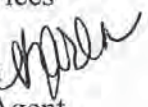
COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM 1000  
ALBANY, NEW YORK 12207-2021  
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

## MEMORANDUM

**TO:** David M. Latina, Commissioner  
General Services

**FROM:** Karen Storm   
Purchasing Agent

**DATE:** February 4, 2020

**RE:** RFB#2019-113 Remediation and Repairs for the Times Union Parking Garage

---

I am in receipt of your recommendation to award the aforementioned Request for Bids to Structural Preservation Systems, LLC in the amount of \$3,541,850.00.

As Structural Preservation Systems, LLC is the low responsive and responsible bidder, I concur with your recommendation.

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

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: Remediation and Repairs to the Times Union Center Garage  
 Bid Number: 2019-113

### THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
1/9/2020 - Addendum #1	1/22/2020 - Addendum #4
1/14/2020 - Addendum #2	1/24/2020 - Addendum #5
1/17/2020 - Addendum #3	

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

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

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

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

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

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

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non-Interruption of Work Agreement (Attachment "G")
- (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Structural Preservation Systems, LLC  
 \_\_\_\_\_  
 Griffin Fehrs  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: 203-269-7552  
 \_\_\_\_\_

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



# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: Remediation and Repairs to the Times Union Center Garage  
Bid Number: 2019-113

Bid Item #1	Total \$ <u>24,105.00</u>
Bid Item #2	Total \$ <u>296,415.00</u>
Bid Item #3	Total \$ <u>240,325.00</u>
Bid Item #4	Total \$ <u>119,100.00</u>
Bid Item #5	Total \$ <u>80,625.00</u>
Bid Item #6	Total \$ <u>4,030.00</u>
Bid Item #7A	Total \$ <u>135,470.00</u>
Bid Item #7B	Total \$ <u>21,000.00</u>
Bid Item #7C	Total \$ <u>26,850.00</u>
Bid Item #7D	Total \$ <u>12,450.00</u>
Bid Item #8	Total \$ <u>83,400.00</u>
Bid Item #9	Total \$ <u>16,185.00</u>
Bid Item #10A	Total \$ <u>3,260.00</u>
Bid Item #10B	Total \$ <u>11,100.00</u>
Bid Item #11	Total \$ <u>16,960.00</u>
Bid Item #12	Total \$ <u>92,050.00</u>
Bid Item #13	Total \$ <u>54,600.00</u>
Bid Item #14A	Total \$ <u>1,340.00</u>
Bid Item #14B	Total \$ <u>690.00</u>
Bid Item #15A	Total \$ <u>375,750.00</u>
Bid Item #15B	Total \$ <u>33,460.00</u>
Bid Item #15C	Total \$ <u>160,500.00</u>

**BID FORM****BID IDENTIFICATION:**

Title: Remediation and Repairs to the Times Union Center Garage  
 Bid Number: 2019-113

Bid Item #15D	Total \$ <u>35,700.00</u>
Bid Item #16	Total \$ <u>18,228.00</u>
Bid Item #17	Total \$ <u>226,600.00</u>
Bid Item #18	Total \$ <u>65,445.00</u>
Bid Item #19	Total \$ <u>246,400.00</u>
Bid Item #20	Total \$ <u>78,375.00</u>
Bid Item #21	Total \$ <u>20,645.00</u>
Bid Item #22	Total \$ <u>16,275.00</u>
Bid Item #23A	Total \$ <u>24,300.00</u>
Bid Item #23B	Total \$ <u>21,400.00</u>
Bid Item #23C	Total \$ <u>5,937.00</u>
Bid Item #23D	Total \$ <u>6,030.00</u>
Bid Item #24	Total \$ <u>40,310.00</u>
Bid Item #25	Total \$ <u>133,215.00</u>
Bid Item #26	Total \$ <u>43,190.00</u>
Bid Item #27	Total \$ <u>56,820.00</u>
Bid Item #28	Total \$ <u>12,260.00</u>
Bid Item #29A	Total \$ <u>9,520.00</u>
Bid Item #29B	Total \$ <u>22,800.00</u>
Bid Item #30	Total \$ <u>70,385.00</u>
Bid Item #31	Total \$ <u>34,500.00</u>

<p><b>A. TOTAL LUMP SUM BASE BID (Bid Items #1- #31)</b></p> <p>\$ <u>2,998,000.00</u></p>
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**Project Contingency Allowance.** Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

<p><b>B. 10% PROJECT CONTINGENCY ALLOWANCE</b></p> <p>\$ <u>299,800.00</u></p>
--

**Field Engineering Allowance.** Contractor shall carry a Testing and Inspection Allowance to authorize design Engineer of Record to visit the site to assist the Construction Manager with evaluations of the quantity, limits and depth of deterioration and unforeseen conditions discovered by the Contractor during construction beyond the limits of the Work indicated in the Contract Documents. Upon recognizing the need to provide Field Engineering Services, the Contractor shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. There will be no retainage for this line item. The Contractor shall not obtain the services of the Engineer of Record and/or perform any additional work until the Contractor receives written authorization from the County Engineer.

<p><b>C. FIELD ENGINEERING ALLOWANCE</b></p> <p>\$ <u>180,000.00</u></p>
--

<p><b>A. Total Lump Sum Base Bid (Bid Items #1 - #31)</b></p> <p>(Price in Words):</p> <p>(Price in Numbers):</p>	<p>Two Million Nine Hundred Ninety Eight Thousand Dollars</p> <hr/> <p>\$ <u>2,998,000.00</u></p>
<p><b>B. 10% Project Contingency Allowance</b></p>	<p>\$ <u>299,800.00</u></p>
<p><b>C. Field Engineering Allowance</b></p>	<p>\$ <u>180,000.00</u></p>

<p><b>D. TOTAL BID</b> (A + B + C = D)</p> <p>(Price in Words): _____</p> <p>(Price in Numbers): \$ _____</p>	<p>Three Million Four Hundred Seventy Seven Thousand Eight Hundred Dollars</p> <hr/> <p>3,477,800.<sup>00</sup></p>
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Alternate Item #1 (Asphalt Patch Repairs)	Total \$ <u>3,750.<sup>00</sup></u>
Alternate Item #2 (Asphalt Seal Coating)	Total \$ <u>44,800.<sup>00</sup></u>
Alternate Item #3 (Restriping)	Total \$ <u>15,500.<sup>00</sup></u>

**COMPANY:** Structural Preservation Systems, LLC

**ADDRESS:** 1755 Highland Avenue, Building B

**CITY, STATE, ZIP:** Cheshire, CT 06410

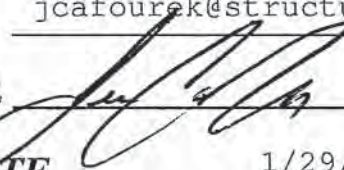
**TEL. NO.:** 203-269-7552

**FAX NO.:** 203-284-1436

**FEDERAL TAX ID NO.:** 20-2058265

**REPRESENTATIVE:** Jesse Cafourek

**E-MAIL:** jcafourek@structural.net

**SIGNATURE AND TITLE**  Assistant Secretary

**DATE** 1/29/2020

**BID ITEM DESCRIPTIONS & WORKSHEET****ALBANY COUNTY TIMES UNION CENTER GARAGE****REMEDIATION AND REPAIRS PROJECT – PHASE 1 (2020/2021)****Albany Times Union Center**

100 Beaver Street

Albany, NY 12207

**PROPOSED PRICE****Summary Scope of Work**

The scope of work for Phase 1 consists of structural rehabilitation of the parking garage, waterproofing of the Roof/6<sup>th</sup> and 5<sup>th</sup> Levels of the garage, with selected waterproofing at the lower levels. The main structural repair items include: Full depth concrete repairs of selected tee flanges, Partial Depth repairs of pre-topped tees and CIP pour strips, replacement and/or re-tensioning of selected barrier cables, new supplemental steel connections such as precast connections and supplemental shear connectors, Overhead and Vertical concrete patch repairs, scaled concrete repairs, and Metal Pan stair replacements. The main waterproofing work items include: provisions for a new traffic bearing waterproofing membrane over the exposed roof level floor slab and selected areas of lower level floor slabs, replacement of all roof level tee-joint and slab sealants and selected sealants at lower level floor slabs, rout and seal selected slab cracks, and provision of supplemental floor drains at selected locations of water accumulation. Other miscellaneous work is included. The scope of work is explained in each bid item as per the following.

**NOTES:**

- CONTRACTOR TO PROVIDE WORK ACCESS THROUGHOUT THE PROJECT, INCLUDING ACCESS FOR THE ENGINEER FOR THE PURPOSES OF INSPECTING & MARKING REPAIRS.
- APPROPRIATE CONSTRUCTION BARRICADES, SAFE PEDESTRIAN ACCESS ROUTES TO THE EGRESS POINTS, STAIRS AND ELEVATORS, ETC. WILL BE PROVIDED BY THE CONTRACTOR TO ENSURE ISOLATION OF WORK AREAS FROM ACTIVE AREAS OF THE BUILDING; AND TO PROTECT BUILDING WORKERS/OCCUPANTS FROM FALLING DEBRIS. ALL REQUIRED EGRESS/INGRESS WILL BE MAINTAINED TO THE BUILDING AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE PORTABLE SANITARY FACILITIES THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR TO BE RESPONSIBLE FOR TEMPORARY REMOVAL OF ELECTRICAL AND SECURITY EQUIPMENT AS NEEDED TO PERFORM WORK.
- WATER AND POWER ARE AVAILABLE ON ALTERNATE FLOOR LEVELS.
- CONTRACTOR STAGING AREA IS AVAILABLE IN THE GRASSY AREA & STRIPED PORTION OF ROADWAY ADJACENT TO THE SOUTH SIDE OF THE PARKING GARAGE, INCLUDING CONTRACTOR PARKING. PERMIT FEE IS REQUIRED, AND IS TO BE INCLUDED IN MISCELLANEOUS WORK ITEM. CONTRACTOR MAY NOT PARK IN THE PARKING GARAGE.
- EVENT CALENDAR IS PROVIDED. CONTRACTOR MAY NOT PERFORM WORK ON EVENT DAYS EXCEPT AS NOTED ELSEWHERE OR OTHERWISE ALLOWED BY THE OWNER.
- THE GENERAL INTENT FOR PHASE 1 IS TO ADDRESS THE ROOF AND 5<sup>th</sup> LEVELS OF THE GARAGE. STRUCTURAL REPAIRS AND LIMITED WATERPROOFING ARE SCHEDULED FOR THE LOWER LEVELS AT LOCATIONS DIRECTED BY THE ENGINEER. THE LOWER LEVEL REPAIRS WILL TYPICALLY BE PIECEMEAL AND SPORADIC THROUGHOUT THE LEVELS AND TRAFFIC FLOW WILL BE REQUIRED TO BE MAINTAINED AT ALL TIMES; PARKING SPACE CLOSURE WILL BE MINIMAL AND ON AN AS NEEDED BASIS.

**Bid Item #1 – Mobilization & Demobilization:**

For setting up all necessary protection and facilities required by State laws and City/County Ordinances, and the general mobilization and demobilization of equipment and labor required for completion of the work as per Contract Documents and in accordance with material manufacturers recommendations or work ordered by the Owner's Representative. (Maximum Allowance for Mobilization and Demobilization is \$ 35,500).

LUMPSUM= \$ 24,105.00

**CONCRETE REPAIRS****Bid Item #2 – Full Depth Reconstruction of Selected Tee Flanges at Top and Bottom of ramps:**

Work under this item includes removal and reconstruction of the existing Double Tee flanges located along the transition from the sloped ramps to the flat bays throughout the parking garage. Contractor shall provide access to work areas, provide continuous shoring along the double tee stems, sawcut 1/2" at extent of repair; demolish two adjacent tee flanges along the existing tee-to-tee joint from center of stem to center of stem (roughly 4 feet wide), provide new, doweled reinforcement bars (18" long #4 bars at 12" o.c. at 8" min embedment) and new w2.0/2.0 4x4 WWF; form and pour new monolithic 6" thick slab at location of removed tee flanges, and provide tooled and sealed joints at extent of work. Unit of measure is linear feet measured along span of tee and consists of full depth removal from tee stem to tee stem, approximately a 4' wide strip. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, at the direction of the Owner's Representative, as per design drawings and detail 3/R-20, and as per applicable sections of the specification.

900 LF X \$ 329.35 /LF = \$ 296,415.00

**Bid Item #3 – Patch Repairs along Inverted Tee Girders:**

This work consists of partial & full depth removal and replacement of selected sections of concrete over the inverted tee girders and adjacent portions of the pre-topped double tees (approximately 7' wide centered over girders). Contractor shall assist Owner's Representative with marking repair locations, provide access to work areas, install adequate shoring, sawcut 1/2" deep along perimeter of repair, remove deteriorated & sound concrete to extents shown in repairs detail (pour strip removal over beam, full depth removal over double tee flanges leaving tee stems intact. Existing reinforcement is to remain and shall be cleaned to white metal. Contractor shall provide new rebar dowels, WWF reinforcement, and anchors as shown in the repair detail; form and pour new concrete slab and topping, sloped same as existing. Assume existing topping thickness over girders is 3" average and tee flanges are varying thickness from 4" min to 7" along edge of slab. Contractor shall exercise care to prevent damage and cracking at concrete scheduled to remain. Contractor shall provide new tooled and sealed joints directly above existing girder-tee joints and at extents of repairs. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 1/R-20 as per applicable sections of the specification, and as directed by the Owner's Representative.

500 LF X \$ 480.65 /LF = \$ 240,325.00

**Bid Item #4 – Partial Depth Floor Slab Repairs:**

This work consists of general partial depth patch repairs at cast-in-place pour strips, stair landings, pre-topped tees, etc. at locations of concrete spalls, delaminations, debonded CIP topping, and other locations as determined by the Owner's Representative. Contractor shall assist Owner's Representative in marking repair areas, remove deteriorated and sound concrete minimum ¾" beyond and behind corroded steel reinforcement or down to surface of structural slab at locations of CIP topping, existing reinforcement shall remain and shall be cleaned to white metal, prewet concrete substrate and patch with a new repair concrete. Slope new concrete same as existing. Contractor shall exercise care to prevent damage and cracking to concrete scheduled to remain. Contractor shall provide shoring as required. Contractor shall provide new rebar dowels, WWF reinforcement, and anchors as shown in repair details. Contractor shall provide new tooled and sealed joints around the perimeter of patch and along tee joints within the patch. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 2/R-20, as per applicable sections of the specification, and as directed by the Owner's Representative.

$$2000 \text{ SF X } \$ \underline{59.55} / \text{SF} = \$ \underline{119,100.00}$$

**Bid Item #5 – Partial Depth Double Tee Patch Repairs at Shear Connectors:**

This work consists of partial depth concrete and tee flange connector repairs at pre-topped double tees, at corroded and spalled locations to be determined by the Owner's Representative. Contractor shall assist Owner's Representative with marking repair areas in the field, sawcut ½" around perimeter of repair, remove deteriorated and sound concrete exposing the shear connector or reinforcement. Contractor shall exercise care to prevent damage and cracking to concrete scheduled to remain. Steel shear connectors to be cleaned to white metal and painted with zinc rich rust inhibitive coating. Stainless steel connector plates will require stainless steel rods, welds, and accessories. Repair area shall be patched with repair concrete. Contractor shall provide new tooled and sealed joints around the perimeter of repairs, and new backer rod and sealant along the tee- tee joint. Assume each repair location approximately 2 SF or less. Once connector is exposed, it will be inspected by the Contractor. Broken connectors shall be brought to the attention of the Owner's Representative and new supplemental connectors will be scheduled by the representative and shall be reimbursed as per bid item 12, do not include costs for supplemental connections in this bid item. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 4/R-20, as per applicable sections of the specification, and as directed by the Owner's Representative.

$$750 \text{ EA X } \$ \underline{107.50} / \text{EA} = \$ \underline{80,625.00}$$

**Bid Item #6 – Remove and Patch Existing Rebar Stitching at Roof Level:**

This work consists of removal of the existing embedded rebar across tee-girder joints at the roof level of the garage. Contractor to remove grout and existing bar, clean and roughen surface and fill groove with epoxy sand patch mix. Length of rebar stitch is approximately 7'. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 4/R-21, as per applicable sections of the specification, and as directed by the Owner's Representative.

$$65 \text{ EA X } \$ \underline{62.00} / \text{EA} = \$ \underline{4,030.00}$$

**Bid Item # 7 – Overhead Patch Repairs:**

Work under this item includes overhead concrete patch repairs at deteriorated sections of the double tee flange soffits, structural girders, and tee stems at locations to be marked in the field by the Owner's Representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum 1" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pin anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per referenced details below, as per applicable sections of the specification, and as directed by the Owner's Representative.

<b>7A: AT TEE SOFFITS/DETAIL 5/R-20: 950 SF X \$</b>	<u>142.60</u>	<b>/SF = \$</b>	<u>135,470.00</u>
<b>7B AT TEE STEMS/DETAIL 6/R-20: 125 LF X \$</b>	<u>168.00</u>	<b>/LF = \$</b>	<u>21,000.00</u>
<b>7C AT GIRDERS/DETAIL 7/R-20: 150 SF X \$</b>	<u>179.00</u>	<b>/SF = \$</b>	<u>26,850.00</u>
<b>7D AT CORBELS/DETAIL 1/R-21: 75 SF X \$</b>	<u>166.00</u>	<b>/SF = \$</b>	<u>12,450.00</u>

**Bid Item # 8 – Vertical Patch Repairs:**

Work under this item includes vertical concrete patch repairs at deteriorated sections of the columns, walls, etc. at locations to be marked in the field by the Owner's Representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum ¾" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pin anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per detail 9 and 10/R-20, as per applicable sections of the specification, and as directed by the Owner's Representative.

$$600 \text{ SF X } \$ \underline{139.00} \text{ /SF = } \$ \underline{83,400.00}$$

**Bid Item #9 – Concrete Scaling Repairs:**

This item includes repair of scaled & pitted concrete slabs at locations to be marked in the field by the Owner's Representative. Locations may include CIP or precast sections of the slab. Contractor shall assist the Owner's Representative in marking repair locations in the field, sawcut ½" around perimeter of repair, demo a ¾" deep by 6" strip around perimeter of repair area, scarify the surface of the rest of the patch to a jagged profile min depth of 1/2", and pour new fiber reinforced polymer modified repair mortar in strict accordance with manufacturer's instructions. Contractor shall "mound up" repair material to a min. thickness of 1", and level with existing surface around perimeter of the repair. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, detail 8/R-20 per manufacturer's instructions, and as directed by the Owner's Representative.

$$1,300 \text{ SF X } \$ \underline{12.45} \text{ /SF = } \$ \underline{16,185.00}$$



**Bid Item #10 – Deep Patch Repair of Precast Walls at Stair Towers:**

Work item includes providing new bolted C Channel for shoring and then providing deep patch repairs (4" to full depth) of the deteriorated sections of the walls. Contractor shall furnish and install new galvanized C10 approximately 4' in length and secure to wall panel and foundation wall using thru-bolts and epoxy set bolts stabilizing a heavily deteriorated section of the stair tower "C" precast concrete walls. Contractor shall then remove all loose and sound concrete to the extent described in the details, provide new rebar dowels and pour new section of wall panel flush to the top of the foundation wall. Contractor shall paint patched area to match existing façade. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per detail 5/R-21 & applicable specifications, per manufacturer's instructions, and as directed by the Owner's Representative. Note that channel section is required at on location however deep patch repairs may be needed at a few locations in more than one stair tower.

10A: NEW CHANNEL SECTION: 1 EA X \$ 3,260.00 /EA = \$ 3,260.00

10B: DEEP CONCRETE PATCH REPAIRS: 50 SF X \$ 222.00 /SF = \$ 11,100.00

**STEEL REPAIRS****Bid Item #11 – Provide New Supplemental Slab-HSS Columns Connections:**

This work consists of fabricating and installing new steel connections around existing HSS steel columns that support vehicular cable barriers along the east elevation of the garage. New assembly shall consist of new L8x6X1/2" galvanized steel angles mitered and welded in a U shape. The assembly shall wrap the column at each supported floor level that does not have an existing connection and be installed firmly against the column. Epoxy bolt connection into the floor slab using (4) ea. 3/4" dia. bolts with min 3" embedment into the slab. Total length of steel per assembly is roughly 5'. The work shall include all labor, materials, equipment and incidentals necessary to complete the work as shown on plans, as per detail 3/R-21, applicable section of the drawings & specifications and as directed by the Owner's Representative.

8 EA X \$ 2,120.00 /EA = \$ 16,960.00

**Bid Item #12 – New Surface Mounted Tee Connections:**

This work consists of fabricating and attaching new structural steel angles to the underside of the tee slabs, at locations of missing or damaged connectors as determined by the Owner's Representative. Contractor shall assist Owner's Representative in marking repair locations, provide work access, fabricate and install steel angle to the underside of the tee to provide tee flange connectors across the tee joint at selected locations. Contractor shall exercise care as normally expected to prevent cracking, chipping, spalling or other damage to existing precast concrete from drilling, coring or other means and methods chosen by the contractor. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, detail 2A/R-21, per manufacturer's instructions, and as directed by the Owner's Representative.

350 EA X \$ 263.00 /EA = \$ 92,050.00

**Bid Item #13 – New Surface Mounted Tee-Girder Connections:**

This work consists of fabricating and attaching new structural steel angles between the tee slab flanges and inverted tee girders, at locations determined by the Owner's Representative.

Contractor shall assist Owner's Representative in marking repair locations, provide work access, fabricate and install steel angle (L6"x6"x1/2"x6" long) to the underside of the tee flange and side of girder. Fasten as shown in repair detail using thru bolts in double tee flange and epoxy set bolts into side of girder. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 2B/R-21, as per manufacturer's instructions, and as directed by the Owner's Representative.

325 EA X \$ 168.00 /EA = \$ 54,600.00

**Bid Item #14 – New Wall Panel-Column Connections:**

This work consists of fabricating and attaching a new structural steel angles or plates between selected façade panels and columns, at locations identified by the Owner's Representative. Contractor shall fabricate new steel and install to wall panels and columns as shown in the repair details using 5/8" dia. Hilti anchor rods embedded a minimum of 6". Contractor shall exercise care as normally expected to prevent cracking, chipping, spalling or other damage to existing precast concrete from drilling, coring or other means and methods chosen by the contractor. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & details, applicable sections of the specification, per manufacturer's instructions, and as directed by the Owner's Representative.

14A: NEW SIDE MOUNT L BRACKETS AS PER 4A/R-21: 5 EA X \$ 268.00/EA = \$ 1,340.00

14B: NEW TOP MOUNT PL BRACKETS AS PER 4B/R-21: 3 EA X \$ 230.00/EA = \$ 690.00

**Bid Item #15 – Metal Pan Stair Repairs:**

Work item includes restoration of the metal pan stairs and landings at locations shown in the drawings and determined in the field by the Owner's Representative. Work will consist of wire wheel cleaning corroded sections of the metal stair pans, landing pans, and steel framing and spot painting with zinc rich primers. Once the corrosion deposits are removed, steel framing and metal pan replacements will be inspected and directed for repair by the Owner's Representative. Metal Pan replacement work will consist of removing the existing concrete fill and metal pan stringer to stringer or beam to beam, fabricating a new metal pan using 1/4" thick steel plate following contours and bend of existing, and welding it to the existing steel framing. Framing replacement will consist of installing proper shoring to floor below, removal of selected existing beams (C8 assumed, V.I.F.), selected bearing angles, etc., providing a new C8x13.7 at locations of beam replacement, and new 2"x2"x3/8" L at locations of angle replacement, welded all around to existing bearing supports with min 1/4" groove welds or equivalent. Tack weld to metal pans and landings. The new steel shall be coated with rust inhibitive coatings and a new concrete fill shall be poured with new bagged repair concrete mix. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the repair details 1&2/R-22 & applicable specifications, per manufacturer's instructions, and as directed by the Owner's Representative.

15A – REPLACE PANS AS PER DETAIL 1/R-22: 450 EA X \$ 835.00 /EA = \$ 375,750.00

15B – REPLACE LANDING PANS SIM DETAIL 1/R-22: 7 EA X \$ 4,780.00 /EA = \$ 33,460.00

15C – REPLACE C8 BEAMS AS PER DETAIL 2/R-22: 75 LF X \$ 2,140.00 /LF = \$ 160,500.00

15D – REPLACE ANGLES: 100 EA X \$ 357.00 /EA = \$ 35,700.00

## **WATERPROOFING**

### **Bid Item #16 – Rout & Seal Selected Floor Slab Cracks:**

This work consists of routing and sealing floor slab cracks at the Roof Level. Contractor shall rout ½" by ½" v-notch groove along crack, remove all dust, debris, and all other deleterious materials, and prime and seal using a two-component polyurethane sealant. Bid item includes all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, as per detail 5B/R-23 and as directed by the Owner's Representative and in accordance with manufacturer's installation instructions.

2940 LF X \$ 6.20 /LF = \$ 18,228.00

### **Bid Item #17 – Joint Sealant Replacement:**

This work includes typical removal and replacement of urethane joint sealants at selected sections of the floor slabs of the parking garage including all of the roof level, 5<sup>th</sup> level and elsewhere as identified by the Owner's Representative. Locations include but are not limited to the perimeter of floor slabs, cove sealants and tee joints. Joint widths vary as is normal in precast construction. Assume existing joints are an average of 1" wide. Contractor shall remove existing sealant and backer rod, clean surfaces free of deleterious material, replace backer rod, prime, and apply approved multi-component polyurethane sealant. All surface preparation, primers, etc. for joint sealant replacement is the responsibility of the Contractor and shall be in strict accordance with manufactures written instructions and to the satisfaction of the sealant manufacturer. Surface preparation work is to be certified by the sealant manufacturer. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 5/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

22,000 LF X \$ 10.30 /LF = \$ 226,600.00

### **Bid Item #18 – Metal Pan Stair Sealants:**

This work includes providing new urethane joint sealants around the perimeter of all of the stair treads and landings. Contractor to provide & tool new cove sealant between stair treads and risers/stringer and rout and seal joint between tread and nosing. Contractor shall seal around the perimeter of the landing using cove sealants or rout and seal as is applicable per locations. All surfaces shall be cleaned and primed prior to applications of sealant. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 5/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

LUMPSUM = \$ 65,445.00

### **Bid Item #19 – New Traffic Bearing Waterproofing Membrane (Roof Level):**

This work includes providing a new polyurethane traffic bearing Waterproofing membrane over the entire exposed Roof Level floor slab of the parking garage, as shown in drawings. Work consists of thoroughly shot-blast cleaning the slab surface, priming and applying approved polyurethane traffic bearing waterproofing membrane system in strict accordance with the manufacturer's instructions. After membrane has cured, contractor shall provide new striping and floor signage same as existing, contractor is responsible for documenting existing striping and floor signage prior to commencement of prep work in sufficient detail to properly stripe after membrane has cured.

Provide any other sealants required for the purposes of installing membrane such as cove sealants, etc. not expressly included in other bid items. Turnups shall be provided at horizontal/vertical joints. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 1/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

$$56,000 \text{ SF} \times \$ \underline{4.40} / \text{SF} = \$ \underline{246,400.00}$$

**Bid Item #20 – Joint Repair and New Preformed Joint Seal in Tee-Girder Joints:**

This work consists of repairing deteriorated wide joints at the roof level to provide consistent joint width and installing a new preformed joint seal along the slab to girder joints. Contractor shall grind and patch existing joint to provide joint of consistent, approximately 3" width. Contractor shall clean, and install new preformed joint seal joint seal in strict accordance with seal manufacturers written instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 7/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

$$375 \text{ LF} \times \$ \underline{209.00} / \text{LF} = \$ \underline{78,375.00}$$

**Bid Item #21 – Clean and Paint Corroded Cable Barriers, Steel Connections, etc.:**

This work consists of sandblast cleaning selected locations of medium or worse corroded areas to white metal and painting with new protective coatings, classification of level of corrosion and determination of work areas shall be as determined by the Owner's Representative. The steel shall be cleaned free of corrosion for inspection by the Owner's Representative in order to schedule steel repairs, to prep for new welded in place supplemental steel, and to prep for new protective paints. Include costs for cleaning of steel and painting only in this bid item; costs for steel repairs shall be included under other bid items. Bid item to include work access, providing access for the Owner's Representative to inspect steel close up, and painting of cleaned areas with approved protective coating. Bid item includes all labor, materials, equipment, incidentals and work access, necessary to complete the work as shown on plans, as per applicable sections of the specification, and as directed by the Owner's Representative.

$$\text{LUMPSUM} = \$ \underline{20,645.00}$$

**Bid Item #22 – Provide New Preformed Joint Seals at Stair Tower "A":**

This work consists of removing existing slab sealants between the deck and Stair Tower "A" and installing new preformed joint seals. Contractor shall remove all existing slab sealants, clean all surfaces free of deleterious materials, prepare surfaces and install new preformed joint seal in strict accordance with seal manufacturers written instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 9/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

$$150 \text{ LF} \times \$ \underline{108.50} / \text{LF} = \$ \underline{16,275.00}$$

## **CABLE BARRIERS & FENCING**

### **Bid Item #23 – Cable Barrier Repairs:**

This work consists of repair of existing or replacement of selected tensioned vehicular impact/fall protection cable barriers, primarily at roof level. Owner's Representative to identify cables to be repaired in the field. For existing cables to be reused, contractor to inspect cable, clean any corrosion deposits from cable, paint cleaned location with protective rust inhibitive coatings, ensure cable is properly anchored and dead end, cut and provide splice chuck and new length of cable with enough slack to tension at stressing end, provide new stressing end anchor same as existing, and stress cable to load specified by the Owner's Representative (assume NTE 3K). At cables to be replaced, remove existing cable in its entirety including all anchors, clean and paint intermediate supports with rust inhibitive coatings as is applicable, provide new dead end anchor same as existing, feed new cable through existing intermediate anchors, provide new stressing end anchor and tension cable to required force (assume NTE 3K). New cable shall be sheathed 7 strand ½ dia. PT cable. Average length of each cable is around 90 LF. This work also includes removal and reinstallation of existing chain link fence to extent needed for access to cables (if chain link is in poor condition, it will be replaced and paid for under separate work items. At several locations, the intermediate eye bolt supports are bent or broken and will be replaced or reused at the discretion of the Owner's Representative. Contractor to remove existing eye bolt, provide new eye bolt same as existing, dowel and epoxy bolt to existing column/wall. Contractor will need to temporarily remove existing chain link fence to access the cables; assume existing systems are in good condition and can be reused however existing bolts, etc. attaching the system to the garage structure will need to be replaced. The work shall be performed as per detail 1/R-24, and as per applicable sections of the specification. The work shall include all labor, materials, equipment and incidentals necessary to complete the work as shown on plans and directed by the Owner's Representative.

<b>23A – REPLACE SELECTED BARRIER CABLES: 3000 LF X \$</b>	<u>8.10</u>	<b>/LF=\$</b>	<u>24,300.00</u>
<b>23B – RE-TENSION EXISTING CABLES: 4000 LF X \$</b>	<u>5.35</u>	<b>/LF=\$</b>	<u>21,400.00</u>
<b>23C – NEW INTERMEDIATE EYE BOLTS: 60 EA X \$</b>	<u>98.95</u>	<b>/EA=\$</b>	<u>5,937.00</u>
<b>23D – TEMPORARY REMOVAL AND RE-INSTALLATION OF EXISTING CHAIN LINK FENCE FOR ACCESS:</b>		<b>LUMPSUM=\$</b>	<u>6,030.00</u>

### **Bid Item #24 – Remove and Replace Chain Link Fence along West Elevation of Roof Level:**

Work item includes removal and replacement of the chain link fence along the west elevation of the roof level with new 6'-0" tall fence and gate sections. Contractor shall submit shop drawings to the Owner's Representative for approval prior to fabrication and installation. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the repair detail & applicable specifications, per manufacturer's instructions, and as directed by the Owner's Representative. Provide 8 ea. New 6'-0" tall 8'-0" wide snow gates at locations shown on plan on sheet R-6. Replace plate anchors with new U strap anchors. General design guidelines as per detail 3/R-24. This bid item also includes temporary removal and reinstallation of chain link fencing as needed to access work areas along the edge of the slab, primarily cable barrier work and new steel connections along the east elevation.

**LUMPSUM= \$** 40,310.00

**Bid Item #25 – New Snow Barrier Containment:**

Work item includes complete removal of existing chain link fence & framing along the west side of the 2<sup>nd</sup> floor and constructing a new snow containment barrier. The new barrier will consist of a new 18" x 8" concrete grade beam/knee wall supported on new 14' deep x 18" dia. footings at 10' O.C. using approved 5KSI concrete. A new structural steel frame will be installed and attached to the new knee wall and existing parapet walls, and a new expanded metal grating will be attached to the new framing. Basis of design is shown on sheet R-19; contractor to submit shop drawings for entire assembly including connections to the Owner's Representative for approval prior to fabrication. New fence will be approximately 8' tall and entire assembly will be grade to underside of 3<sup>rd</sup> floor parapets. Existing asphalt paving will need to be removed and patched as needed to construct knee wall. Knee wall and top of footing shall be coated with waterproofing coating. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the repair drawings & applicable specifications, per manufacturer's instructions, and as directed by the Owner's Representative.

LUMPSUM = \$ 133,215.00

**MISCELLANEOUS, ETC.****Bid Item #26 – Rebuild CMU Knee Walls and Replace Storefronts at Roof Level of Stair "A" & "D":**

Work item includes removal and replacement of selected damaged masonry blocks and widows at the roof level of stair towers "A" and "D". Contractor shall remove and dispose of damaged masonry blocks, window frames and glazing, and replace with new closely matching existing. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans, as per details 6/R-22 and 1/R-13, as per specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 43,190.00

**Bid Item #27 – Striping Revisions:**

Work includes removal of the existing striping and floor graphics at the turning bays and ADA spaces and restriping in accordance with the design drawings, on all floors. Item also includes replacement of ADA signs with new. Contractor shall remove existing graphics completely and provide a new traffic stable striping paint. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans and specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 56,820.00

**Bid Item #28 – Removal of Car Stops:**

Work includes removal of all of the existing car stops on every floor level of the garage. Contractor shall remove and properly dispose existing car stops, and remove existing adhesive, rebar, etc. flush with the slab surface and provide patching of slab surface as needed. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans and specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 12,260.00

**Bid Item #29 – New Supplemental Floor Drains on Floor Slabs:**

This work consists of providing new supplemental floor drains, piping for positive drainage. Contractor shall remove sound and unsound concrete and core or cut opening for new floor drain and floor reinforcement and anchorage to slab. Install a new floor drain and piping to connect to the existing drainage system. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 8/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

**29A – NEW SUPPLEMENTAL FLOOR DRAINS: 7 EA X \$1,360.00/EA = \$ 9,520.00**

**29B – NEW PIPING: 100 LF X \$ 228.00 /LF = \$ 22,800.00**

**Bid Item #30 – Miscellaneous Work:**

Work includes general items, conditions, daily cleanup, permits, and all incidentals necessary to perform contracted work above that is not specifically included elsewhere in the bid form. Item also includes grout repairs at connection and lift pockets, column bearings, etc. Grout repairs consist of removal of all loose grout material and patch back with new approved patching material.

**LUMPSUM= \$ 70,385.00**

**Bid Item #31 – Bonds:**

This work consists of furnishing a Payment and Performance Bond for 100% of the contract amount.

Arthur J. Gallagher Risk Management  
Provide Name of Bonding Company: Services, Inc.,

and Contact Person: Bob Chlada,

and Tel# 443-798-7471.

**LUMPSUM= \$ 34,500.00**

## **ALTERNATES:**

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### **Alternate Item #1 – Asphalt SOG Patch Repairs:**

This work consists of providing minor patch repairs of potholes, etc. over the asphalt paving on-grade. Contractor shall remove any loose asphalt and fill in small "pot-hole" type spalls as marked in the field by the Owner's Representative with new cold patch asphalt mix. Extensive repairs such as full depth replacement is not included in this repair item. Bid item includes all labor, materials, equipment, incidentals and work access, necessary to complete the work as shown on plans, as per applicable sections of the specification, and as directed by the Owner's Representative.

**150 SF X \$ 25.00 /SF = \$ 3,750.00**

### **Alternate Item #2 – New Asphalt Seal Coat:**

This work consists of providing a new asphalt seal coat over the entire asphalt paving on-grade. Work includes locations within footprint of parking garage. Contractor shall powerwash clean entire asphalt pavement on-grade and provide a commercial asphalt seal coat over the entire asphalt surface. Contractor shall restripe pavement markings same as existing unless noted otherwise on drawings. Bid item includes all labor, materials, equipment, incidentals and work access, necessary to complete the work as shown on plans, as per applicable sections of the specification, and as directed by the Owner's Representative.

**56,000 SF X \$ 0.80 /SF = \$ 44,800.00**

### **Alternate Item #3 – Restriping and Floor Signage of Entire Parking Garage:**

This work consists of restriping and new floor signage at all floor levels of the garage at locations not already included in the base bid. Striping shall be as per floor plans (drawing sheets R-7 through R-12). Assume SOG level is included in this bid item, to be removed upon approval of Alternate #2. Bid item includes all labor, materials, equipment, incidentals and work access, necessary to complete the work as shown on plans, as per applicable sections of the specification, and as directed by the Owner's Representative.

**LUMPSUM= \$ 15,500.00**



**Project Duration****CONSTRUCTION TIME**

The undersigned agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed", and proposes to complete all work within:

Proposed Start Date: MARCH 30, 2020

Note: Paperwork, submittals, shop drawings, etc. to be delivered prior to this date

Total Working Days:

BASE BID: 240 days (48 weeks)

ALTERNATE #1: 2 days

ALTERNATE #2: 10 days

ALTERNATE #3: 10 days

## **GENERAL REQUIREMENTS**

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Engineer/ Owner's Representative, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Engineer/Owner's Representative not less than 7 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Engineer/Owner's Representative as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Engineer/ Owner's Representative assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or that unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed the bidder to inspect all work sites and, unless express written request has been made, the Engineer/Owner's Representative will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased. Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Engineer/ Owner's Representative. Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Engineer/Owner's Representative will be rejected and the Contractor shall not be entitled to payment thereof.



# Gallagher

Insurance | Risk Management | Consulting

Re: Structural Preservation Systems, LLC  
Surety Qualification

To Whom It May Concern:

We represent Structural Preservation Systems, LLC relative to their bonding program and serve as Attorney-in-Fact for their Surety, Fidelity and Deposit Company of Maryland (Zurich North American Insurance Company). Structural Preservation Systems, LLC has a single bonding capacity of \$30,000,000 and an aggregate program capacity of \$300,000,000.

Structural Preservation Systems, LLC enjoys an excellent reputation with their surety who they have been with for nearly 10 years. We highly recommend them.

Our consideration and issuance of bonds is a matter solely between Structural Preservation Systems, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter

We also possess certificates of authority as an acceptable surety authorized to do business throughout the United States as published annually in the Federal Register, Department of Treasurer, Fiscal Service, Department Circular 570 and both sureties have an A.M. Best Rating of "A+", "XV".

Please feel free to contact us should you require further clarification or need additional information.

Sincerely,  
Fidelity and Deposit Company of Maryland  
Gallagher CRS

Robert A. Chlada,  
Vice-President, Surety and Attorney-in-Fact



11311 McCormick Road, Suite 450  
Hunt Valley, MD 21031-8622  
443-798-7499, 877-740-1963, Fax 443-798-7290

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature

Jesse Cafourek, Assistant Secretary  
\_\_\_\_\_  
Title

Structural Preservation Systems, LLC  
\_\_\_\_\_  
Company Name

1/29/2020  
\_\_\_\_\_  
Date

ATTACHMENT "B"  
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

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

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

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

If Corporation:

STATE OF CT )  
COUNTY OF New Haven ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Jesse Cafouerck to me known, who, being by me sworn, did say that he resides at (give address) 1755 Highland Avenue, Building B, Cheshire, CT 06410; that he is the (give title) Assistant Secretary of the (name of corporation) Structural Preservation Systems, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Jocelyn Alfano  
Notary Public, State of Connecticut  
Qualified in New Haven  
Commission Expires \_\_\_\_\_

Jocelyn Alfano  
Notary Public, State of Connecticut  
My Commission Expires Oct. 31 2023

If Partnership:

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

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

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

## ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Structural Preservation Systems, LLC	3. IDENTIFICATION NUMBERS a) FEIN # 20-2058265 b) DUNS # 60-198-2775		
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A	5. WEBSITE ADDRESS (if applicable) www.structural.net		
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 10150 Old Columbia Road, Columbia, MD 21046	7. TELEPHONE NUMBER 410-850-7000	8. FAX NUMBER 410-850-4111	
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 35-21 Vernon Blvd., Long Island City, NY 11106	10. TELEPHONE NUMBER 718-347-2046	11. FAX NUMBER 718-347-2049	
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Gennifer Burns Title Prequal Specialist Telephone Number 410-850-7000 Fax Number 410-850-4111 e-mail prequals@structural.net AND gburns@structuraltec.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME SGI Holdings, LLC	TITLE Member, 100%	b) NAME Jeffrey Venanzi	TITLE President, 0%
c) NAME Keith Eberhardt	TITLE Vice Pres., 0%	d) NAME Jesse Cafourek	TITLE Asst. Secretary, 0%
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES<sup>1</sup> :  Yes  No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

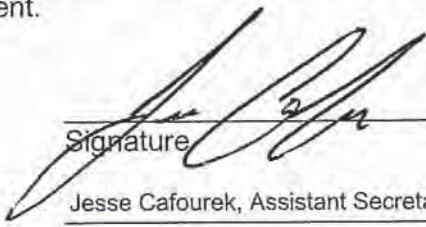




**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

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

1/29/2020  
Date

  
\_\_\_\_\_  
Signature

Jesse Cafourek, Assistant Secretary  
\_\_\_\_\_  
Title

Structural Preservation Systems, LLC  
\_\_\_\_\_  
Company Name

ATTACHMENT "E"

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

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

**Name of Third Party Entity:** Structural Preservation Systems, LLC

**Address:** 1755 Highland Avenue, Building B  
Cheshire, CT 06410

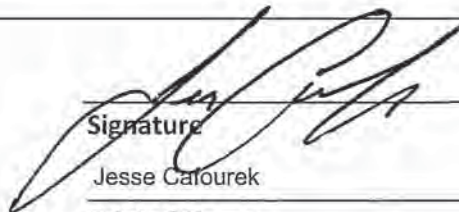
**Phone Number(s):** 203-269-7552

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

Concrete repair and waterproofing parking garage project

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

Times Union Center Garage

  
**Signature**

Jesse Cafourek

**Printed Name**

Assistant Secretary

**Title**

1/29/2020  
**Date**

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

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

1. How many years has your firm been in business? 15 years
  
2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.
  1. Marcus Partners, Inc. - Brandon Fritz, Vice President, Construction  
Manager (203) 845-4937. 401 Merritt 7 - Plaza and Parking Garage  
Norwalk, CT \$2,240,533.00 Completed August 2018
  
  2. New Haven Parking Authority - James Staniewicz, Chief Engineer  
(203) 946-7526. New Haven Parking Authority, New Haven, CT  
\$707,516.36. Completed April 2018.
  
  3. Massachusetts Bay Transportation Authority Capital Delivery  
John McCormack, Senior Project Manager (617) 222-2631  
MBTA South Shore Garages, Braintree, MA \$2,959,543.35.  
Completed March 2017.

BQ1

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

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

Please see attached

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

No

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

No

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

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

No

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

TBD, trades to be subbed include: Line Striping, Asphalt, Plumbing, Fencing, Steel fabrication, Shot Blasting, Window / Glazing

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

Surety: Fidelity and Deposit Company of Maryland (Zurich): 1299 Zurich Way, Schaumburg, IL 60196-1056  
Contact: Bob Chlada, 443-798-7471 / [Bob\\_Chlada@ajq.com](mailto:Bob_Chlada@ajq.com)

Broker: Arthur J. Gallagher Risk Management Services, Inc.: 11311 McCormick Road, Suite 450, Hunt Valley, MD 21031-8622  
Contact: Bob Chlada, 443-798-7471 / [Bob\\_Chlada@ajq.com](mailto:Bob_Chlada@ajq.com)

Bank: Wells Fargo Bank, N.A.: 420 Montgomery St. 7th Fl., San Francisco, CA 94104  
Contact: Heather Torzok, 410-332-5208 / [heather.torzok@wellsfargo.com](mailto:heather.torzok@wellsfargo.com)

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

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

Please see attached

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

Structural Preservation Systems, LLC

\_\_\_\_\_  
Correct Name of Bidder

(a) The business is a: Limited Liability Company

(b) The address of principal place of business is: 10150 Old Columbia Road, Columbia, MD 21046

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

Jeffrey Venanzi, President

Keith Eberhardt, Vice President

Bradley Holland, Secretary Treasurer

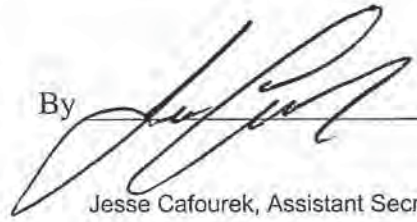
Jesse Cafourek, Assistant Secretary

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

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

Structural Preservation Systems, LLC  
Firm

Dated: 1/29/2020

By   
Jesse Cafourek, Assistant Secretary  
(Typed)



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

By submission of the bid for:

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

Firm: Structural Preservation Systems, LLC

By: 

(Signature)

Jesse Cafourek

(Typed)

Title: Assistant Secretary

Date: 1/29/2020

## NOTICE OF JOB VACANCIES

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

**Albany County Job Alert Line**  
Albany County Department of Social Services  
162 Washington Avenue  
Albany, NY 12210

Fax: (518) 447-7613  
Telephone: (518) 447-7678
4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

**Carlos Rodriguez**  
Apprenticeship Training Representative

**Department of Labor**  
75 Varick Street, 7<sup>th</sup> Floor  
New York, NY 10013  
www.labor.ny.gov

February 9, 2015

To: **Stephen Camisa**  
**Structural Preservation Systems, LLC**  
35-21 Vernon Boulevard  
Long Island City, New York 11106

This is in response to a request on Friday, February 7, 2015, wherein you requested verification that **Structural Preservation Systems, LLC** has an official New York State Apprenticeship Program.

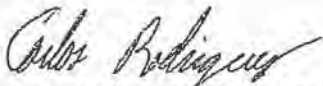
According to our records, Structural Preservation Systems, LLC has a registered apprenticeship program with the New York State Department of Labor as indicated:

**Trade:** **Bricklayer/Mason**  
**Sponsor:** **Structural Preservation Systems, LLC.**

Additionally, Structural Preservation Systems, LLC's Bricklayer/Mason apprenticeship program successfully completed its two year probationary period on October 24, 2013.

Should you have any questions concerning the above information, please contact my office at (212) 775-3351.

Sincerely,



Apprentice Training Representative  
Office of Apprenticeship Training

# **Structural Group, Inc. and Subsidiaries**

Consolidated Financial Report  
September 30, 2019



**Contents**

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Supplementary information	
Consolidating balance sheet	21-28
Consolidating statement of income	29-32



## Independent Auditor's Report

RSM US LLP

To the Board of Directors  
Structural Group, Inc.

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Structural Group, Inc. and Subsidiaries (collectively, the Company), which comprise the consolidated balance sheets as of September 30, 2019 and 2018, and the related consolidated statements of income, comprehensive income, equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Structural Group, Inc. and Subsidiaries as of September 30, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*RSM US LLP*

Baltimore, Maryland  
December 23, 2019

THE POWER OF BEING UNDERSTOOD  
AUDIT | TAX | CONSULTING

## Structural Group, Inc. and Subsidiaries

Consolidated Balance Sheets  
September 30, 2019 and 2018

	2019	2018
<b>Assets</b>		
Current assets:		
Cash and cash equivalents (Note 7)	\$ 7,267,816	\$ 2,541,881
Contract receivables, net (Notes 3, 4 and 7)	150,839,446	149,147,214
Costs incurred and estimated earnings in excess of billings on uncompleted contracts (Note 5)	28,910,997	30,238,084
Notes receivable	1,228,538	1,039,813
Inventory (Note 7)	13,787,483	11,881,347
Prepaid expenses and other current assets (Note 8)	12,890,566	7,709,015
<b>Total current assets</b>	<b>214,924,846</b>	<b>202,557,354</b>
Property and equipment (Note 7):		
Land and buildings	1,366,378	1,366,378
Construction equipment	56,858,769	50,100,952
Autos and trucks	16,397,009	14,301,440
Office equipment	7,556,965	7,252,080
Leasehold improvements	7,832,745	6,138,913
Construction in progress	1,439,656	1,939,830
	91,451,522	81,099,593
Less accumulated depreciation and amortization	(64,791,588)	(58,665,142)
<b>Property and equipment, net</b>	<b>26,659,934</b>	<b>22,434,451</b>
Investment in unconsolidated affiliates (Note 6)	7,491,485	7,330,364
Goodwill	1,541,639	1,541,639
Intangible assets, net of accumulated amortization	700,292	905,525
Deposits	5,970,462	9,885,028
Notes receivable	3,008,629	2,286,194
	18,712,507	21,948,750
<b>Total assets</b>	<b>\$ 260,297,287</b>	<b>\$ 246,940,555</b>

See notes to consolidated financial statements.

	2019	2018
<b>Liabilities and Equity</b>		
Current liabilities:		
Accounts payable, including subcontractor retainages (2019 - \$5,294,047; 2018 – \$2,958,456)	\$ 48,767,849	\$ 46,567,252
Accrued expenses (Notes 8 and 10)	26,659,989	26,187,774
Billings in excess of costs incurred and estimated earnings on uncompleted contracts (Note 5)	32,026,576	23,294,811
Current portion of long-term debt (Note 7)	7,229,340	23,931,227
<b>Total current liabilities</b>	<b>114,683,754</b>	<b>119,981,064</b>
Deferred compensation (Note 10)	4,600,510	3,211,725
Long-term debt (Note 7)	13,855,541	10,572,492
<b>Total liabilities</b>	<b>133,139,805</b>	<b>133,765,281</b>
Commitments and contingencies (Notes 2, 8, 9 and 10)		
Equity:		
Common stock – voting; 1,000,000 shares authorized; \$.001 par value; 720,867 shares issued and outstanding	721	721
Common stock – non-voting; 54,000,000 shares authorized; \$.001 par value; 46,146,673 shares issued and outstanding	46,147	46,147
Additional paid-in capital	4,079,698	3,811,482
Retained earnings	123,059,870	109,345,785
Accumulated other comprehensive loss	(28,954)	(28,861)
<b>Total equity</b>	<b>127,157,482</b>	<b>113,175,274</b>
<b>Total liabilities and equity</b>	<b>\$ 260,297,287</b>	<b>\$ 246,940,555</b>

See notes to consolidated financial statements.



**Structural Group, Inc. and Subsidiaries**

**Consolidated Statements of Income**  
**Years Ended September 30, 2019 and 2018**

	2019	2018
Earned revenue	\$ 587,501,548	\$ 519,563,906
Cost of earned revenue	458,748,457	399,528,201
<b>Gross profit</b>	<b>128,753,091</b>	<b>120,035,705</b>
General and administrative expenses (Notes 8, 9, 10 and 11)	108,004,614	93,342,665
<b>Operating income</b>	<b>20,748,477</b>	<b>26,693,040</b>
Other (expense) income:		
Interest expense (Note 7)	(957,363)	(507,261)
Interest income	226,545	87,040
Other income, net	(813,901)	(1,006,277)
Gain on equity investment in unconsolidated affiliate (Note 6)	586,170	544,012
<b>Other income</b>	<b>(958,549)</b>	<b>(882,486)</b>
<b>Net income</b>	<b>\$ 19,789,928</b>	<b>\$ 25,810,554</b>

See notes to consolidated financial statements.

**Structural Group, Inc. and Subsidiaries****Consolidated Statements of Comprehensive Income  
Years Ended September 30, 2019 and 2018**

	2019	2018
Net income	\$ 19,789,928	\$ 25,810,554
Other comprehensive (loss) gain:		
Foreign currency translation (loss) gain	<u>(93)</u>	<u>777</u>
<b>Comprehensive income</b>	<b><u>\$ 19,789,835</u></b>	<b><u>\$ 25,811,331</u></b>

See notes to consolidated financial statements.

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Structural Preservation Systems, LLC  
10150 Old Columbia Road, Columbia, MD 21046

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Director of Finance, Albany County  
112 State St, Albany, NY 12207-2004

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Times Union Center Garage Remediation and Repairs Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of January, 2020

*[Signature]*  
(Witness)

Structural Preservation Systems, LLC

*[Signature]* (Principal) (Seal)  
By: *[Signature]* ASST SECRETARY (Title)

*[Signature]*  
Samantha Campbell (Witness)



Fidelity and Deposit Company of Maryland

(Surety) (Seal)  
By: *[Signature]* Attorney-in-Fact Robert A. Chlada (Title)

## SURETY ACKNOWLEDGMENT

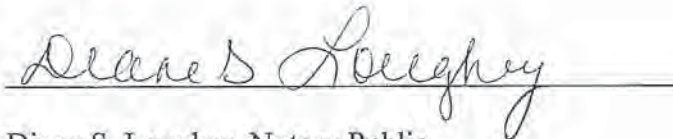
Form 152

STATE OF: Maryland

COUNTY OF: Baltimore

On this 30th day of January 2020, before me personally came Robert A. Chlada to me known, who, being by me duly sworn, did depose and say that she/he resides Baltimore County, MD that he is the Attorney-In-Fact of Fidelity and Deposit Company of Maryland, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Diane S. Loughry, Notary Public

My Commission Expires: November 16, 2020

Certificate of Good Standing

STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
of Schaumburg, Illinois

was incorporated under the Laws of the State of Illinois and was licensed to transact insurance business in the State of New York on January 01, 1982 under the title of F & D COMPANY OF MARYLAND;

that it changed its name to FIDELITY AND DEPOSIT COMPANY OF MARYLAND on February 3, 1997.

IT IS HEREBY FURTHER CERTIFIED that the aforesaid Company is duly authorized in the State of New York to transact the business of fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage and marine and inland marine (inland only) insurance as specified in the paragraph(s) 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19 and 20 of Section 1113(a) of the New York Insurance Law, and, and as authorized by Section 4102(c), reinsurance of every kind or description and has been continuously licensed and remains in good standing to the date of this certificate.



In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 2nd day of May, 2019

LINDA A. LACEWELL  
Acting Superintendent  
By

  
Special Deputy Superintendent

**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK  
INSURANCE LAW

It is hereby certified that

Fidelity and Deposit Company of Maryland  
of Schaumburg, Illinois

a corporation organized under the laws of the State of Illinois and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$273,709,716. (Capital \$5,000,000.) as is shown by its sworn financial statement for the year ended December 31, 2018, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 12th  
day of April, 2019.

Linda A. Lacewell  
Acting Superintendent

By *Ellen Buxbaum*

Ellen Buxbaum  
Special Deputy Superintendent

**THE FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition  
As Of December 31, 2018**

**ASSETS**

Bonds .....	\$ 245,255,635
Stocks .....	22,855,569
Cash and Short Term Investments .....	3,092,872
Reinsurance Recoverable .....	73,242,781
Federal Income Tax Recoverable .....	42,258
Other Accounts Receivable .....	4,801,363
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 349,290,278</b>

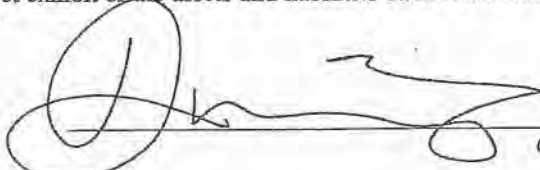
**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 106,785
Ceded Reinsurance Premiums Payable .....	46,727,605
Remittances and Items Unallocated .....	125,000
Payable to parents, subs and affiliates .....	28,621,373
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 75,580,762</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	268,709,716
Surplus as regards Policyholders .....	273,709,716
<b>TOTAL .....</b>	<b>\$ 349,290,478</b>

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

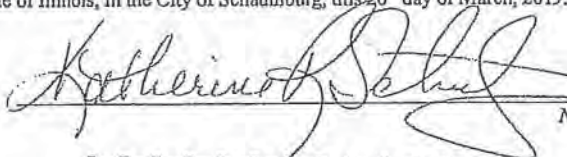
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20<sup>th</sup> day of March, 2019.

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



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARVAT, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of July, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*  
*Assistant Secretary*  
*Dawn E. Brown*

*Robert D. Murray*  
*Vice President*  
*Robert D. Murray*

State of Maryland  
County of Baltimore

On this 31st day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

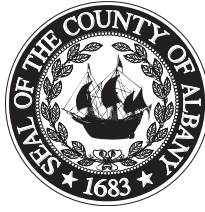
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023





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

MARTIN V. MCCLUNE  
DEPUTY COMMISSIONER

To: Karen Storm, Purchasing Agent

From: David M. Latina, Commissioner

Date: February 3, 2020

Re: Request for Bids #2019-113  
TUC Garage – GC Services Remediation and Repairs

---

I have reviewed the bids for the General Construction Services for the Remediation and Repairs for the Times Union Center Garage Project and recommend awarding the contract to Structural Preservation Systems, LLC for the amount not to exceed \$3,541,850.00.

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

DML:pl



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](http://www.albanycountyny.gov)

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

January 27, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Cappellino Chevrolet Inc., for the purchase of four (4) 2020 Chevrolet Silverado 2500 Double Cab Trucks. These trucks will replace a 2006 Dodge Dakota Pickup Truck with over 250,000 miles and a 2008 Ford F-250 with over 300,000 miles. The trucks will be used for daily operations such as travel and delivery of equipment to and from job sites.

Cappellino Chevrolet Inc. was the low bidder on NYS Vehicle Marketplace Mini Bid #2903. The total cost will be for an amount not to exceed \$167,192.68.

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  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1477, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for the Purchase of Four Chevrolet 2500 Double Cab Trucks

Date: January 29, 2020  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

Cappellino Chevrolet Inc.  
9000 Boston State Rd.  
Boston, NY 14025

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$167,192.68  
Scope of Services: Purchase of Four Chevrolet Double Cab Trucks

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: HHT55197.22000E

Appropriation Amount: \$167,192.68

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020-6/30/2020

Length of Contract: 90 Days

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

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

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

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

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Cappellino Chevrolet Inc., for the purchase of four (4) 2020 Chevrolet Silverado 2500 Double Cab Trucks. These trucks will replace a 2006 Dodge Dakota Pickup Truck with over 250,000 miles and a 2008 Ford F-250 with over 300,000 miles. The trucks will be used for daily operations such as travel and delivery of equipment to and from job sites.

Cappellino Chevrolet Inc. was the low bidder on NYS Vehicle Marketplace Mini Bid #2903. The total cost will be for an amount not to exceed \$167,192.68.

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

Name	Model Year	Make	Model & Trim Level	Model Code	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
Cappellino Chevrolet Inc	2020	Chevrolet	Silverado 2500HD Double cab WT	CK20753	4WD	Gasoline	\$44,153.00	29.3%	\$31,216.17	\$10,582.00	\$41,798.17	4	\$167,192.68
Joe Basil Chevrolet, Inc.	2020	Chevrolet	Silverado 2500 DBL Cab WT	CK20753	4WD	Gasoline	\$44,888.00	29.22%	\$31,771.73	\$10,500.00	\$42,271.73	4	\$169,086.91
Eagle Auto Mail Sales, Inc.	2020	Chevrolet	Silverado Pickup	CK20753	4WD	Flex Fuel	\$44,138.00	28.38%	\$31,611.64	\$13,281.00	\$44,892.64	4	\$179,570.54
Eagle Auto Mail Sales, Inc. 1	2019	Chevrolet	Silverado Pickup	CK20753	4WD	Gasoline	\$44,138.00	28.38%	\$31,611.64	\$13,281.00	\$44,892.64	4	\$179,570.54



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

## RECOMMENDATION NOTICE

**TO:** Karen Storm, Purchasing Agent

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

**DATE:** June 27, 2019

**RE:** Purchase of Four Chevrolet Silverado Double Cabs  
Mini-Bid #2903

---

I have reviewed the bid results from Mini-Bid #2903 for the purchase of four (4) 2020 Chevrolet Silverado 2500HD Double Cab Trucks and would like to recommend the low bidder, Cappellino Chevrolet, Inc., be awarded the bid. This contract is not to exceed \$167,192.68.

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



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

DANIEL P. McCOY  
COUNTY EXECUTIVE

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

**MEMORANDUM**

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

**FROM:** Karen Storm *[Signature]*  
Purchasing Agent

**DATE:** January 27, 2020

**RE:** NYS Vehicle Marketplace Mini Bid#2903

---

I am in receipt of your recommendation to award the aforementioned Vehicle Marketplace to Cappellino Chevrolet in the amount of \$167,192.68

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



**MINI BID #**  
**ALBANY COUNTY DPW**  
**(4) SILVERADO 2500 w EQUIPMENT PACKAGE**

<b>ITEM #</b>	<b>DESCRIPTION</b>
CK20753	2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck
1WT	Work Truck Preferred Equipment Group
5H1	Key equipment, two additional keys for single key system
8S3	Back-up alarm, 97 decibels
9L7	Upfitter switch kit, (5)
A52	Seats, front 40/20/40 split-bench (no storage)
AKO	Glass, deep-tinted
AQQ	Remote Keyless Entry
C49	Defogger, rear-window electric
CGN	Chevytec spray-on bedliner
DBG	Mirrors, outside power-adjustable vertical trailing
GAZ	Summit White
GT4	Rear axle, 3.73 ratio
H2G	Jet Black, Vinyl seat trim
IOR	Audio system, Chevrolet Infotainment 3 system
JGC	GVWR, 10,350 lbs. (4695 kg)
K34	Cruise control, electronic
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr
KC9	Power outlet, bed mounted, 120-volt
KI4	Power outlet, instrument panel, 120-volt
KW5	Alternator, 220 amps
L8T	Engine, 6.6L V8
MYD	Transmission, 6-speed automatic, heavy-duty
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York
NZZ	Skid Plates
PCV	WT Convenience Package
PYN	Wheels, 17" (43.2 cm) painted steel, Silver
QT5	Tailgate, gate function manual with EZ Lift
QXT	Tires, LT265/70R17E all-terrain, blackwall
R9Y	Fleet Free Maintenance Credit.
RVQ	LPO, Black tubular assist steps, 6" rectangular
VK3	License plate kit, front
VYU	Snow Plow Prep Package
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall

**NON OEM EQUIPMENT**

FOR SPECIAL EQUIPMENT PACKAGE PLEASE CONTACT SAL @ UNICELL BODY COMPANY (716.853.8628),  
 ASK FOR EQUIPMENT PACKAGE #QQ6915BTE

— HighLighter™ LED Mini-Lightbars, Solid color, permanent mount, Clear dome, Amber LEDs

DELIVERY REGION 3

**RESOLUTION NO. 547**

**BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,052,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,052,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County’s 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$850,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$850,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$850,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$850,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c) of the New York Local Finance Law (the “Law”), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,470,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,470,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,470,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,470,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$732,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$732,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$732,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$732,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,052,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes

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

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

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

(b) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 2 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(c) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

*On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.*

*Those opposed – 0.*

*Resolution was adopted 12/5/16.*



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](http://www.albanycountyny.gov)

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

January 27, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into a contract with John Deere Construction Retail Sales for the purchase of one (1) 622G Motor Grader. The Motor Grader will be purchased using NYS Contract PC67075. The total cost will be for an amount not to exceed \$275,500.00.

This piece of equipment will play a significant role in snow removal on County right-of-ways as well as being used for various construction jobs throughout the County.

We have attached copies of all supporting documentation. 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  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1478, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for the Purchase of a John Deere 622G Motor Grader

Date: January 29, 2020  
 Submitted By: Lisa M. Ramundo  
 Department: Public Works  
 Title: Commissioner  
 Phone: 518-765-2055  
 Department Rep.  
 Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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



Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

John Deere Construction Retail Sales  
1515 5<sup>th</sup> Avenue  
Moline, IL 61205

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$275,500.00  
Scope of Services: Purchase of a John Deere 622G Motor Grader

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: HHT55197.22000E

Appropriation Amount: \$275,500.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020-5/31/2020

Length of Contract: 60 Days

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

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

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

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

The Department of Public Works is requesting the Legislature's approval to enter into a contract with John Deere Construction Retail Sales for the purchase of one (1) 622G Motor Grader. The Motor Grader will be purchased using NYS Contract PC67075. The total cost will be for an amount not to exceed \$275,500.00.

This piece of equipment will play a significant role in snow removal on County right-of-ways as well as being used for various construction jobs throughout the County.

We have attached copies of all supporting documentation. If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

## MEMORANDUM

**TO:** Lisa Ramundo  
Department of Public Works

**FROM:** Karen Storm  
Purchasing Agent

**DATE:** January 27, 2020

**RE:** Purchase from New York State Contract

---

I am in receipt of your recommendation to purchase 1 (one) John Deere 622G Motor Grader.

As I have reviewed the New York State Office of General Services documentation under Group #40625, Award 22792, contract #PC67075, I concur that we are eligible to purchase the John Deere 622G Motor Grader from this contract at the pricing listed.

Please obtain the necessary contract approval from the Albany County Legislature.



PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES			
STREET or RR 390 NEW SALEM RD			
CITY VOORHEESVILLE	STATE NY	ZIP CODE 12186	COUNTY Albany
PHONE NUMBER	EMAIL ADDRESS		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME Nortrax, Inc.		Dealer Account No. ; 179118	
STREET or RR 14 Crossing Boulevard			
CITY Clifton Park	STATE NY	ZIP CODE 12065	Phone Number 518-371-5111
Date Of Order: Jan 16, 2020			
Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 17 General Utility	
Add Purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use County ALBANY	Use State/Province NY	COUNTY CODE 1
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Ultimate Uptime Package Purchase:  Yes  No (Initials) \_\_\_\_\_

QTY	NEW	DEM	RENT	DISC	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				JOHN DEERE 622G MOTOR GRADER with 6WD			\$ 233,000 00
1					CRAIG 630 SERIES V-PLOW AND WIRING HARNESS INCLUDES INSTALL			\$ 20,500 00
1					CRAIG 302 POST WING WITH WING ASSEMBLY KIT INCLUDES INSTALL			\$ 22,000 00
					+ John Deere Extended Warranty : FULL MACHINE 36MONTH / 3000HOURS			\$ 0 00
(1) TOTAL CASH PRICE								\$ 275,500 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 275,500 00
				(5) SUBTOTAL	\$ 275,500 00
				(6) RENTAL APPLIED	\$ 0 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7)	\$ 275,500 00

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8 ) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.



**Customer Purchase Order for John Deere  
Construction and Forestry Products - USA**

PO# 06783706  
PO Revision# Original

Quote ID: 21087739

Customer Name: ALBANY COUNTY DEPARTMENT OF GENERAL S

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

**TERMS & CONDITIONS VERIFICATION STATEMENT :** Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

**USE OF INFORMATION/PRIVACY NOTICE** I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version  (Initials) \_\_\_\_\_ and understands its terms and conditions.

Purchaser (First Signer)	ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES	Signature _____	Date _____
Purchaser (Second Signer)	<input type="text"/>	Signature _____	Date _____
Dealer Representative	Nortrax, Inc.	Signature _____	Date _____
Salesperson	LITTLE, BRANDON	Signature _____	Date _____

<b>DELIVERY ACKNOWLEDGEMENT</b>	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature _____
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## STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products\***: 12 months Full Machine Standard Warranty
- **\* Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURAL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

### B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

#### D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

**E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

**F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

**G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is



reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### H. TELEMATICS

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

#### J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



## Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contractor Information Summary

Updated: December 24, 2019

### Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: PGB-22792 Contract Period *See Below For Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:  
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT PERIOD	CONTRACT SPECIFICS
PC66595	Gradall Industries, Inc. 406 Mill Avenue S.W. New Philadelphia, OH 44663  Federal ID 742660540  NYS Vendor ID 1100121209	Contract Period:  08/11/2014 to 04/10/2020 (Gradall)	<u><a href="#">Contractor and Pricing Information</a></u>  <u><a href="#">Terms &amp; Conditions</a></u>
PC68449	Gradall Industries, Inc. 406 Mill Avenue S.W. New Philadelphia, OH 44663  Federal ID 742660540  NYS Vendor ID 1100121209	Contract Period:  12/20/2018 to 2/20/2022 (Vacall)	<u><a href="#">Contractor and Pricing Information</a></u>  <u><a href="#">Terms &amp; Conditions</a></u>
PC67075	John Deere Shared Services DBA John Deere Construction Retail Sales 1515 5 <sup>th</sup> Avenue Moline, IL 61205  Federal ID 363387700  NYS Vendor ID 1000044783	Contract Period:  10/22/2015 to 05/19/2020	<u><a href="#">Contractor and Pricing Information</a></u>  <u><a href="#">Terms &amp; Conditions</a></u>
PC67693	Kubota Tractor Corporation 1000 Kubota Drive Grapevine, TX 76051  Federal ID 952801513  NYS Vendor ID 1100162991	Contract Period:  02/01/2017 to 05/19/2020	<u><a href="#">Contractor and Pricing Information</a></u>  <u><a href="#">Terms &amp; Conditions</a></u>

## Group 40625– Award 22792, Heavy Equipment

**John Deere Shared Services, Inc.**

**Contractor and Pricing Information**

**September 20, 2019**

Contract #	Contractor & Address	Centralized Contract Contacts	Federal ID NYS Vendor ID
<b>NYS Contract:</b> PC67075  <b>NJPA Contract:</b> 032515-JDC	John Deere Shared Services, Inc. d/b/a John Deere Construction Retail Sales 1515 5th Avenue Moline, IL 61265	Name: Richard Murga Phone: (800) 319-3757 Email: murgarichard@johndeere.com	<b>Federal ID</b> 36-3387700  <b>NYS Vendor ID</b> 1000044783
<b>Business Hours:</b> M-F 8am to 4:30pm. Closed Sat & Sun			

### Contract Pricelist and Discounts

**NOTE:** Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

**Link to Contractor Price List (List Prices):** Contact Centralized Contract Contact listed above for price list.

Product Category & Model	Discount off List Price (%)
<b>Articulated Dump Trucks</b>	
260E	30
310E	30
370E	30
410E	30
460E	30
<b>Backhoes</b>	
310L EP	47
310L	47
310SL	47
310SL HL	47
315SL	47
410L	44
710L	44
<b>Compact Track Loaders</b>	
317G	33
325G	33
331G	33
333G	33

Product Category & Model	Discount off List Price (%)
<b>Excavators (Hitachi Compact)</b>	
ZX17U-5	30
ZX26U-5	30
ZX30U-5	30
ZX35U-5	30
ZX50U-5	30
ZX60U-5	30
<b>Forwarder</b>	
1910G	30
<b>Tractor Loaders</b>	
210L EP	40
210L	40
<b>Motor Graders</b>	
620G	42
622G	42
670G	42
672G	42
770G	45
772G	45

## Group 40625-22792 John Deere Shared Services Inc. Contractor &amp; Pricing Information

Page 4

## Authorized Resellers

Note: John Deere Construction Retail Sales is the contractor and has authorized the resellers listed below to receive purchase orders, issue invoices and take payments on their behalf. Purchase orders should reference the NYS contract number and the appropriate reseller. The reseller will also be responsible for shipping backhoes, 4WD Loaders, Motor Graders, Dozers, and Excavators. John Deere Construction Retail Sales will continue to assume full responsibility for all the terms and conditions of the contract.

Dealer Name	Address	City	State	Zip	Phone	Fax	MWBE/ SB	FEIN / NYS Vendor ID
<b>Backhoes, 4WD Loaders, Motor Graders, Dozers, Excavators</b>								
FIVE STAR EQUIPMENT, INC.	60 PAUL RD.	ROCHESTER	NY	14624	585-235-3011	585-436-8255	SB	23-2281067 / 1000008911
FIVE STAR EQUIPMENT, INC.	1653 NY ROUTE 11	KIRKWOOD	NY	13795	607-775-2006	607-775-1238	SB	23-2281067 / 1000008911
FIVE STAR EQUIPMENT, INC.	6500 E TAFT RD.	EAST SYRACUSE	NY	13057	315-452-4560	315-452-4564	SB	23-2281067 / 1000008911
FIVE STAR EQUIPMENT, INC.	284 ELLICOTT RD.	WEST FALLS	NY	14170	716-662-2191	716-662-1038	SB	23-2281067 / 1000008911
JESCO, INC.	110 JEF RYN BLVD. EAST	DEER PARK	NY	11729	631-392-2605	N/A		22-1979549 / 1000047221
JESCO, INC.	497 FISHKILL AVE.	BEACON	NY	12508	845-831-1800	845-831-1898		22-1979549 / 1000047221
NORTRAX, INC	1486 US HIGHWAY 11	GOUVERNEUR	NY	13642	315-287-0703	315-287-7728		36-4485436 / 1100042661
NORTRAX NE, LLC	14 CROSSING BLVD.	CLIFTON PARK	NY	12065	518-371-5111	518-371-3447		02-0512896 / 1100010821



**RESOLUTION NO. 547**

**BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,052,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,052,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County’s 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$850,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$850,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$850,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$850,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c) of the New York Local Finance Law (the “Law”), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,470,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,470,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,470,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,470,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$732,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$732,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$732,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$732,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,052,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes



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

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

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

(b) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 2 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(c) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

*On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.*

*Those opposed – 0.*

*Resolution was adopted 12/5/16.*



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](http://www.albanycountyny.gov)

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

January 27, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Motorola Solutions Inc. for the purchase of forty (40) APX1500 Mobile Radios. The Mobile Radios will be purchased using NYS Contract PT68722, Group 77200, Award 23141. The total cost will be for an amount not to exceed \$102,110.00.

DPW recently installed 30 mobile units into fleet vehicles in the hill-towns. The purchase of forty additional units will allow the Department to outfit the rest of our fleet with the upgraded system and equipment. The upgrade eliminates dead zones and provides employees with uninterrupted connectivity with dispatch and each other. Improved communications allows our employees to better serve the County.

We have attached copies of all supporting documentation. 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  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1479, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for the Purchase of Forty APX1500 Mobile Radios

Date: January 29, 2020  
 Submitted By: Lisa M. Ramundo  
 Department: Public Works  
 Title: Commissioner  
 Phone: 518-765-2055  
 Department Rep.  
 Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

Motorola Solutions Inc.  
123 Tice Blvd. Suite 202  
Woodcliff Lake, NJ 07677

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$102,110.00  
Scope of Services: Purchase of Forty APX1500 Mobile Radios

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: HHT55197.22000E

Appropriation Amount: \$102,110.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020-5/31/2020

Length of Contract: 60 Days

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

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

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

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

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Motorola Solutions Inc. for the purchase of forty (40) APX1500 Mobile Radios. The Mobile Radios will be purchased using NYS Contract PT68722, Group 77200, Award 23141. The total cost will be for an amount not to exceed \$102,110.00.

DPW recently installed 30 mobile units into fleet vehicles in the hill-towns. The purchase of forty additional units will allow the Department to outfit the rest of our fleet with the upgraded system and equipment. The upgrade eliminates dead zones and provides employees with uninterrupted connectivity with dispatch and each other. Improved communications allows our employees to better serve the County.

We have attached copies of all supporting documentation. If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

## MEMORANDUM

**TO:** Lisa Ramundo  
Department of Public Works

**FROM:** Karen Storm  
Purchasing Agent

**DATE:** January 27, 2020

**RE:** Purchase from New York State Contract

---

I am in receipt of your recommendation to purchase Motorola APX1500 7/800 mobile radios.

As I have reviewed the New York State Office of General Services documentation under Group #77200, Award 23141, contract #PT68722, I concur that we are eligible to purchase these Motorola mobile radios from this contract at the pricing listed.

Please obtain the necessary contract approval from the Albany County Legislature.







# MOTOROLA SOLUTIONS

## Sales Terms and Conditions:

**Payment Terms:** Contract Payment terms are net 30 days after date of invoice. Terms should be stated on your purchase order. Individual items are billed as they are shipped.

**Price & Terms:** All prices, terms, & conditions in this quotation are based on Motorola's New York State Contract # PT 68722.

**Purchase order:** Purchase orders should be made out to Motorola Solutions and require bill to, and ship to address. An Ultimate address is required if different than the ship to and/or bill to address.

**Please mail purchase order to:**  
**PITTSFIELD COMMUNICATIONS SYSTEMS, INC**  
**18 WADE ROAD**  
**LATHAM, NY 12110**

**Warranty Period:** Motorola's standard warranty is one year on parts and labor, from the date of shipment date of the equipment, except if noted differently.

**Shipping:** Shipping is done via UPS, truck freight, or electronics delivery van. Delivery is FOB origin and ground shipping charges are paid by Motorola under the terms of the Contract. Ground shipping time normally takes approximately 3 to 5 working days. If requested, priority shipping is available, however there is an additional charge for this option.

**Delivery:** All delivery times are from the date the FACTORY receives the order.

**Schedule:** Order processing time may add up to an additional 2 days. Standard shipping schedule for portables and mobiles is typically 25 days [or sooner]. Standard shipping schedule for repeaters, base stations, receivers is 35 days. Shipping schedule for various base station / repeater antennas can vary between 30 to 55 days.

Typically orders can be expedited for quicker delivery, if necessary, please let me know if you would like me to expedite this order. Motorola appreciates the opportunity to provide this quotation and we look forward to serving your agency. Please let us know if we can provide any additional information or assistance.

Additional information about Motorola's Government & Enterprise equipment, solutions and services can be found at the following web site:  
<http://www.motorolasolutions.com/US-EN>

Thank You





**Office of General Services  
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contractor Information Summary

Effective October 24, 2019

<b>Group 77200 – PUBLIC SAFETY COMMUNICATIONS EQUIPMENT AND SERVICES (TWO-WAY RADIOS AND SATELLITE PHONES) (Statewide)</b>		
Award Number:	23141	Contract Period August 27, 2019 - August 26, 2024

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
	Lot	Region	
PT68716	2	Statewide	<p><b>L3 Harris Technologies Inc (formerly Harris Corporation)</b> 1680 University Ave Rochester, NY 14610</p> <p>Federal ID: 34-0276860 NYS Vendor ID: 1000017642</p> <p><u>Contact, Reseller, and Subcontractor Information</u></p> <p><u>Product Pricing</u></p> <p><u>Labor Rates</u></p> <p><u>List of Maintenance Facilities</u></p> <p>Accepts PCard orders up to \$50,000</p>
PT68720 SB	1	Statewide	<p><b>LD Allen Communications Inc</b> 5820 Main Street Suite 404 Williamsville, NY 14221</p> <p>Federal ID: 16-1498872 NYS Vendor ID: 1000044099</p> <p><u>Contact, Reseller, and Subcontractor Information</u></p> <p><u>Product Pricing</u></p> <p>Does Not Accept PCard</p>
PT68721	2	Statewide	<p><b>Microwave Networks Inc</b> 4000 Greenbriar Drive Stafford, TX 77477</p> <p>Federal ID: 76-0565333 NYS Vendor ID: 1100228681</p> <p><u>Contact, Reseller, and Subcontractor Information</u></p> <p><u>Product Pricing</u></p> <p><u>Labor Rates</u></p> <p><u>List of Maintenance Facilities</u></p> <p>Accepts PCard orders up to \$50,000</p>
PT68722	2	Statewide	<p><b>Motorola Solutions Inc</b> 123 Tice Blvd Suite 202 Woodcliff Lake, NJ 07677</p> <p>Federal ID: 36-1115800 NYS Vendor ID: 1000031408</p> <p><u>Contact, Reseller, and Subcontractor Information</u></p> <p><u>Product Pricing</u></p> <p><u>Labor Rates</u></p> <p><u>List of Maintenance Facilities</u></p> <p>Accepts PCard orders up to \$50,000</p>

**ATTACHMENT 3**  
**CONTRACTOR/RESELLER/SUBCONTRACTOR INFORMATION**  
 (for ordering and contract administration purposes)

<b>Contractor Information</b>	
Company Name:	Motorola Solutions, Inc.
Address (from first page of bid):	123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677
Company Website:	www.motorolasolutions.com
Federal ID #:	36-1115800
NYS Vendor ID #:	1000031408
Contract #:	PT68722
Contract Administrator Name:	Lance Hamilton
Title:	Area Sales Manager - NY
Email:	l.hamilton@motorolasolutions.com
Phone:	860-710-2163
Toll Free Phone:	n/a
Lot Awarded:	<input type="checkbox"/> Lot 1 <input checked="" type="checkbox"/> Lot 2 <input type="checkbox"/> Lot 3
Region(s) Awarded:	Statewide
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Contractor accepts NYS Procurement Card?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Contractor Offers Volume Discounts?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Contractor offers Prompt Payment Discount?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

<b>Sales Contact Information</b>	
Contact Name:	John Kunz
Title:	Customer Support Manager
Address:	123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677
Email:	john.kunz@motorolasolutions.com
Phone:	315-767-0904
Toll Free Phone:	

<b>Billing Contact Information</b>	
Contact Name:	Lance Hamilton
Title:	Area Sales Manager - NY
Address:	123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677
Email:	l.hamilton@motorolasolutions.com
Phone:	860-710-2163
Toll Free Phone:	860-710-2163

<b>Emergency Contact Information</b>	
Contact Name:	Lance Hamilton
Title:	Area Sales Manager - NY
Address:	123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677
Email:	l.hamilton@motorolasolutions.com
Phone:	860-710-2163
Cell Phone:	860-710-2163

**REGIONS**  
**GROUP 77200 Solicitation 23141 - Public Safety Communications Equipment and Services**  
**(Two-Way Radios and Satellite Phones)**

**The following is a list of all Regions within New York State for Award 23141:**

Region #	Area	Counties Included
Region 1	Long Island	Nassau, Suffolk
Region 2	New York City	Bronx, Kings (Brooklyn), New York, Queens, Richmond (Staten Island)
Region 3	Westchester	Dutchess, Putnam, Westchester
Region 4	Ulster	Orange, Rockland, Sullivan, Ulster
Region 5	Albany	Albany, Columbia, Delaware, Fulton, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
Region 6	Adirondack	Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington
Region 7	Syracuse	Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence
Region 8	Finger Lakes	Chemung, Chenango, Cortland, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates
Region 9	Buffalo	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

**RESOLUTION NO. 547**

**BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,052,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,052,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County’s 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$850,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$850,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$850,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$850,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c) of the New York Local Finance Law (the “Law”), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,470,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,470,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,470,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,470,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$732,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$732,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$732,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$732,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,052,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes

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

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

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

(b) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 2 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(c) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the



proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

*On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.*

*Those opposed – 0.*

*Resolution was adopted 12/5/16.*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

January 29, 2020

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 adoption of the SEQR determination of no significant environmental impact, for asbestos abatement and demolition of 1538 New Scotland Road in Slingerlands. The project meets the criteria established for SEQR unlisted actions.

The dwelling is a County owned, single family wooden home located in the Slingerlands Historic District. The building is in a state of disrepair and it was determined that it would not be cost effective to rehabilitate the structure. As such, the County has decided to raze the building and use the space as a park alongside the rail trail.

The project was submitted to NYS SHPO for comment. SHPO determined that the building is a non-contributing resource due to numerous alterations and loss of historic integrity and that the project would have no adverse impact on the District.

If you have any questions, please contact my office.

Sincerely,

Lisa M. Ramundo  
Commissioner

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1480, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Request Adoption of a SEQR Determination with no Significant Environmental Impact

Date: January 29, 2020  
 Submitted By: Lisa M. Ramundo  
 Department: Public Works  
 Title: Commissioner  
 Phone: 518-765-2055  
 Department Rep.  
 Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

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

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

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

**CONCERNING ALL REQUESTS**

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

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

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

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

Previous requests for Identical or Similar Action:

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

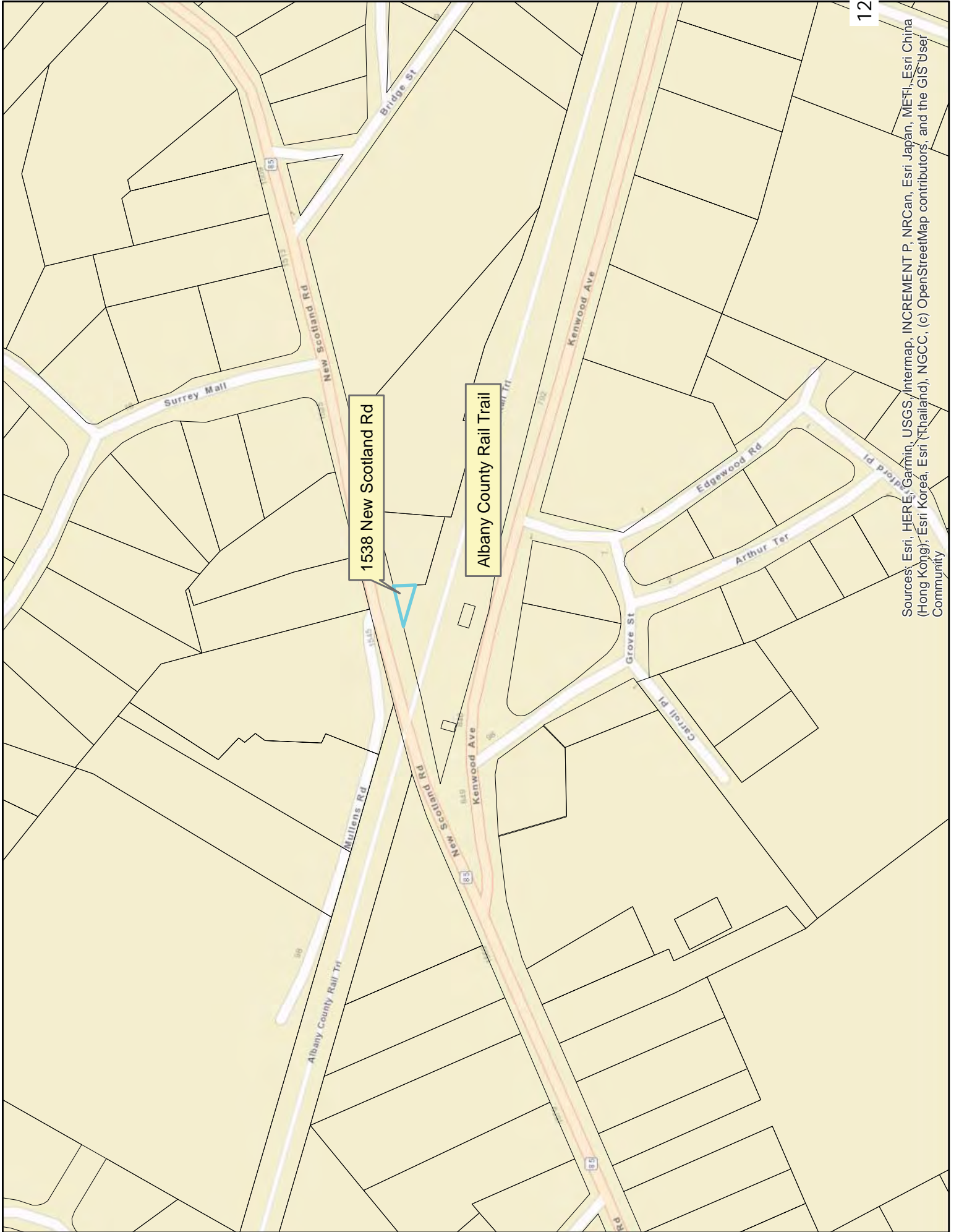
**Justification:** (state briefly why legislative action is requested)

The Department of Public Works is requesting adoption of the SEQR determination of no significant environmental impact, for asbestos abatement and demolition of 1538 New Scotland Road in Slingerlands. The project meets the criteria established for SEQR unlisted actions.

The dwelling is a County owned, single family wooden home located in the Slingerlands Historic District. The building is in a state of disrepair and it was determined that it would not be cost effective to rehabilitate the structure. As such, the County has decided to raze the building and use the space as a park alongside the rail trail.

The project was submitted to NYS SHPO for comment. SHPO determined that the building is a non-contributing resource due to numerous alterations and loss of historic integrity and that the project would have no adverse impact on the District.

If you have any questions, please contact my office.



1538 New Scotland Rd

Albany County Rail Trail

Project: Date: 

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.



- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Albany County Legislature

\_\_\_\_\_  
Name of Lead Agency

Hon. Andrew C. Joyce

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Date

Chairman

\_\_\_\_\_  
Title of Responsible Officer

*Laura DeMauro*

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)



# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

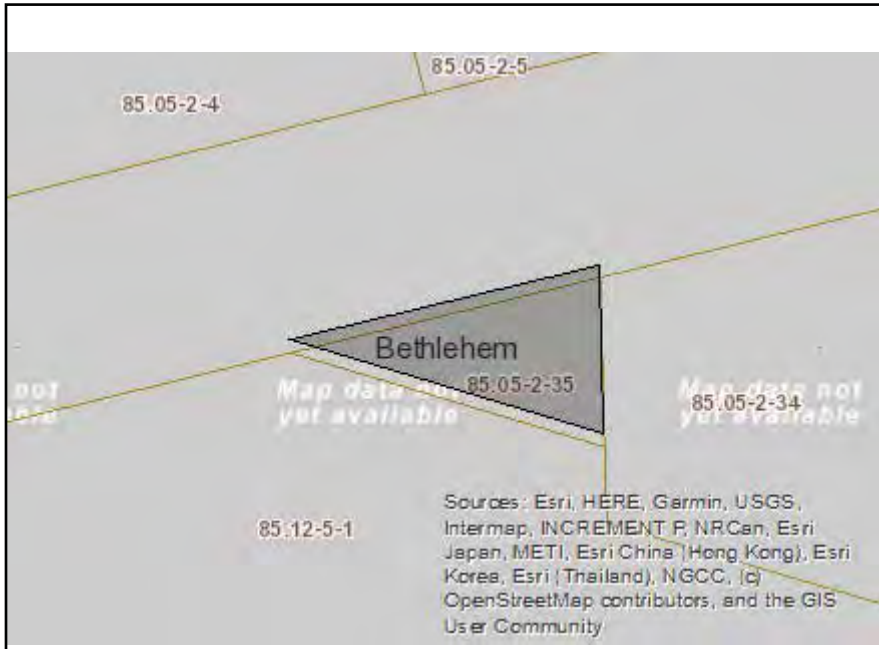
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Asbestos abatement and demolition of 1528 New Scotland Rd.			
Project Location (describe, and attach a location map): Town of Bethlehem Parcel 85.05-2-35			
Brief Description of Proposed Action: This project will remove asbestos and demolish the single family residential structure located at 1538 New Scotland Rd. This includes disconnection of utilities, removal and disposal of exterior asbestos shingle siding, demolition and disposal of the single family wooden home, removal of the foundation 2 feet below grade and bury and backfill. Also, tree removal if necessary, air monitoring and visual inspections.			
Name of Applicant or Sponsor: Albany County Department of Public Works		Telephone: 518-765-2055	
		E-Mail: lisa.ramundo@albanycountyny.gov	
Address: 449 New Salem Rd.			
City/PO: Voorheesville		State: NY	Zip Code: 12186
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ <1 acres			
b. Total acreage to be physically disturbed? _____ <1 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 67 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: _____ Date: _____  Signature: _____ Title: _____		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



**Parks, Recreation,  
and Historic Preservation**

**ANDREW M. CUOMO**  
Governor

**ERIK KULLESEID**  
Commissioner

January 8, 2020

Ms. Laura DeGaetano  
Sr. Natural Resource Planner  
Albany County  
112 State St. Room 800  
Albany, NY 12207

Re: DEC  
Asbestos abatement and demolition of 1538 New Scotland Rd.  
1538 New Scotland Rd, Slingerlands, NY  
19PR08263

Dear Ms. DeGaetano:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential impacts that must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6NYCRR Part 617).

We note that 1538 New Scotland Road is located within the State and National Register listed Slingerlands Historic District. The building is a non-contributing resource to the historic district due to numerous alterations and loss of historic integrity. We understand that the proposed project will include asbestos abatement and demolition of the building.

Based on this review, it is the opinion of the SHPO that the proposed project will have No Adverse Impact to the Slingerlands Historic District.

If you have any questions, I can be reached at (518) 268-2164.

Sincerely,

Weston Davey  
Historic Site Restoration Coordinator  
weston.davey@parks.ny.gov

via e-mail only

**Albany County**  
**Economic Development, Conservation and Planning**  
112 State Street, Room 800  
Albany, NY 12207-2021  
Telephone: (518) 447-5670  
<http://www.albanycounty.com>

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**MEMORANDUM**

**TO:** Lisa Ramundo - Commissioner DPW  
**CC:**  
**FROM:** Laura DeGaetano, Sr. Natural Resource Planner  
**DATE:** January 8, 2020  
**RE:** SEQR Compliance for DPW Projects  
**SUBJECT:** Asbestos abatement and demolition of 1538 New Scotland Rd.

---

I have reviewed the documentation provided for the above referenced project as it relates to State Environmental Quality Review (SEQR). This project includes asbestos abatement and the demolition and removal of a single family wooden home and its foundation at 1538 New Scotland Rd. As the structure is located in the State and National Register listed Slingerlands Historic District, the project was submitted to NYS SHPO for comment. It was their finding that the building is a non-contributing resource due to numerous alterations and loss of historic integrity and that the project would not have an adverse impact on the District.

As described above, this project meets the criteria established for SEQR unlisted actions. Accordingly, a short environmental assessment form (see attached) has been completed. This action has been determined not to have a significant impact on the environment and as such, no procedural compliance beyond this determination is required at this time.

Should you have any questions or require additional information, please feel free to call me at your convenience.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

June 28, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval of Supplemental Agreement #5 with MJ Engineering and Land Surveying, P.C. regarding expanding the design scope of the project to include a capacity analysis for the temporary detour and additional construction inspection hours in an amount not to exceed \$53,500.00.

NYS DOT has requested Albany County provide a capacity analysis of the intersection of Kenwood Road with Cherry Avenue (NY Route 140) as it relates to the relocated volumes associated with the proposed temporary detour for the Albany County Rail Trail Bridge Replacement Project. MJ will produce a Level of Service analysis summarizing the comparison of existing and temporary detour conditions and recommended mitigation. They will also design any necessary intersection capacity modifications. The additional design fees are not to exceed \$10,000.00.

The original contract with MJ included 10 weeks of construction inspection at 50 hours per week. This was based on using a prefabricated truss replacement structure and no additional hours for intersection modifications. We are requesting an additional 10 weeks of construction inspection to account for the fact that the replacement structure will not be prefabricated, but will be a through girder structure that will be fabricated in the field. Only the number of hours actually used for inspection will be charged to the project. The additional construction inspection fees are not to exceed \$43,500.00.

MJ proposed Supplement #4, which included a request from the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP) to document the existing structure through photographs, archival materials and a written history. The County decided to perform this work in-house, and did not approve Supplement #4.

The Legislature authorized the original agreement with MJ Engineering in the amount of \$95,500.00 for design and construction inspection services as per Resolution No. 455 of 2018, dated 10/9/2018 (attached).

The additional Supplemental #1 funding was required to pay for design and construction inspection services for emergency repairs to the existing structure required to strengthen it until it is either rehabilitated or replaced. Supplemental #1 added \$24,000.00 (Resolution No. 322 8/12/19) to the Original Agreement of \$95,500.00.

The additional Supplemental #2 funding was required to progress the SEQRA Type I process. The project was originally scoped as a SEQRA Type II. Supplemental #2 added \$9,000.00 (Resolution No. 322 8/12/19) to the Original Agreement. This combined with Supplemental #1 gave a new contract total of \$128,500.00.

Supplemental Agreement #3 of the project included an Expanded Design Report, preparation of renderings, facilitation of a design charrette and additional meeting coordination required to ensure the stakeholder and public interest is being taken into account during the design process for the Albany County Rail Trail Bridge over New Scotland Road (SR85). The expanded scope was necessary to meet the requirements of the SEQRA Type I process. This additional work was not part of the scope of Supplemental #2. The additional Supplemental #3 added \$31,000.00 (Resolution 322 8/12/19) to the original agreement. Combined with Supplemental #1 and #2 this agreement would have a new contract total of \$159,500.00.

Upon the approval of Supplemental Agreement #5 this agreement would have a new contract total of \$213,000.00.

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

Sincerely,

Lisa M. Ramundo  
Commissioner

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-1483, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Supplemental Agreement #5 with MJ Engineering for Rail Trail Bridge over New Scotland Road

Date: January 29, 2020  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

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

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$53,500.00  
Scope of Services: Design and Construction Inspection Services

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

**CONCERNING ALL REQUESTS**

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

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

County Budget Accounts:

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

Appropriation Account and Line: HHT45197.22000R  
Appropriation Amount: \$53,500.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 4/1/2020-9/30/2021  
Length of Contract: 18 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

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

The Department of Public Works is requesting the Legislature's approval of Supplemental Agreement #5 with MJ Engineering and Land Surveying, P.C. regarding expanding the design scope of the project to include a capacity analysis for the temporary detour and additional construction inspection hours in an amount not to exceed \$53,500.00.

NYSDOT has requested Albany County provide a capacity analysis of the intersection of Kenwood Road with Cherry Avenue (NY Route 140) as it relates to the relocated volumes associated with the proposed temporary detour for the Albany County Rail Trail Bridge Replacement Project. MJ will produce a Level of Service analysis summarizing the comparison of existing and temporary detour conditions and recommended mitigation. They will also design any necessary intersection capacity modifications. The additional design fees are not to exceed \$10,000.00.

The original contract with MJ included 10 weeks of construction inspection at 50 hours per week. This was based on using a prefabricated truss replacement structure and no additional hours for intersection modifications. We are requesting an additional 10 weeks of construction inspection to account for the fact that the replacement structure will not be prefabricated, but will be a through girder structure that will be fabricated in the field. Only the number of hours actually used for inspection will be charged to the project. The additional construction inspection fees are not to exceed \$43,500.00.

MJ proposed Supplement #4, which included a request from the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP) to document the existing structure through photographs, archival materials and a written history. The County decided to perform this work in-house, and did not approve Supplement #4.

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**File #: TMP-1483, Version: 1**

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The Legislature authorized the original agreement with MJ Engineering in the amount of \$95,500.00 for design and construction inspection services as per Resolution No. 455 of 2018, dated 10/9/2018 (attached).

The additional Supplemental #1 funding was required to pay for design and construction inspection services for emergency repairs to the existing structure required to strengthen it until it is either rehabilitated or replaced. Supplemental #1 added \$24,000.00 (Resolution No. 322 8/12/19) to the Original Agreement of \$95,500.00.

The additional Supplemental #2 funding was required to progress the SEQRA Type I process. The project was originally scoped as a SEQRA Type II. Supplemental #2 added \$9,000.00 (Resolution No. 322 8/12/19) to the Original Agreement. This combined with Supplemental #1 gave a new contract total of \$128,500.00.

Supplemental Agreement #3 of the project included an Expanded Design Report, preparation of renderings, facilitation of a design charrette and additional meeting coordination required to ensure the stakeholder and public interest is being taken into account during the design process for the Albany County Rail Trail Bridge over New Scotland Road (SR85). The expanded scope was necessary to meet the requirements of the SEQRA Type I process. This additional work was not part of the scope of Supplemental #2. The additional Supplemental #3 added \$31,000.00 (Resolution 322 8/12/19) to the original agreement. Combined with Supplemental #1 and #2 this agreement would have a new contract total of \$159,500.00.

Upon the approval of Supplemental Agreement #5 this agreement would have a new contract total of \$213,000.00.

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



Via email: [Lisa.Ramundo@albanycountyny.gov](mailto:Lisa.Ramundo@albanycountyny.gov)

January 28, 2020

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

Re: Design and Construction Inspection for the Albany County Rail Trail over  
New Scotland Road (NY Route 85) Bridge Replacement Project  
Albany County Project No. 18-C541  
Intersection Capacity Analysis – Detour  
**Supplemental Agreement No. 5**

Dear Ms. Ramundo:

MJ Engineering and Land Surveying, P.C is pleased to submit this proposal for the intersection capacity analysis for the temporary detour included in the Albany County Rail Trail bridge project (18-C541) per your request.

### **Project Understanding**

---

NYSDOT has requested Albany County provide a capacity analysis of the intersection of Kenwood Road with NY Route 140 (Cherry Avenue) as it relates to the relocated volumes associated with the proposed temporary detour for the Albany County 18 -C541 project during construction.

The following scope of work covers the analysis of the existing condition and future condition at the above stated intersection during the proposed detour and includes the redistribution of traffic associated with the temporary closing of NY Route 85 (New Scotland Road) between Kenwood Avenue and Mullens Road for the proposed project.

The additional Construction Inspection time is a result of the change in scope of the project.

### **Scope of Work**

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#### **Task 1: Capacity Analysis for Temporary Detour**

Turning movements will be provided. MJ will determine the peak hour traffic volumes from the turning movement volume data provided.

The peak hour volumes (year 2020) of vehicles that currently use NY Route 85 (New Scotland Road) between the intersections with Kenwood Avenue and NY Route 140 (Slingerland Bypass/Cherry Avenue) will be redistributed to the temporary detour route as specified in the contract plans to determine the anticipated detour volumes for analysis that will be applied at the subject intersection.



MJ will utilize industry standard design and traffic analysis software Synchro 10© to analyze the subject intersection for the existing and temporary detour conditions and provide Level of Service (LOS) results. NYSDOT has requested an analysis of the following intersection:

- NY Route 140 (Cherry Avenue) with Kenwood Avenue

**Deliverable:** A letter report summarizing the comparison of existing and temporary detour traffic conditions, LOS analysis, delay and recommended mitigation. Once comments have been received and incorporated from the County and the NYSDOT, a final letter report will be prepared.

### **Task 2: Contract Plans – Intersection Capacity Modifications**

In the event modifications are required at the subject intersection based on the results of the analysis, MJ will coordinate with Albany County on the specific scope of work to address the capacity deficiencies (if any) that result from the capacity analysis and subsequent NYSDOT review. MJ will supplement the current contract plans with additional information and/or plan sheets in order to address the modifications required.

The cost associated with this task is based on the assumptions noted below for Task 2 and may require negotiation once the results of the capacity analysis and subsequent NYSDOT review is complete and the scope of work associated with this task is more clearly defined.

**Deliverable:** Supplemental contract plans to implement mitigation measures agreed upon with NYSDOT.

### **Task 3: Construction Inspection**

MJ will provide one inspector to perform full time on-site inspection services for the duration of this construction project. The inspector shall possess, at a minimum, NICET Level IV certification and shall have at least ten years of actual bridge construction field experience. As part of the contract, the inspector shall:

- Attend all preconstruction meetings and prepare meeting minutes.
- Review all shop drawings associated with proposed construction and inform the County of approvals and any discrepancies.
- Create and maintain inspection reports using the NYSDOT CAM/MURK system, which upon completion of construction work, will be turned over to the County.
- Maintain inspection reports for sediment and erosion control during construction activity.
- Prepare a monthly estimate for work completed by contractor.
- Review and prepare change order(s) to be submitted to the County for approval.
- Assist the County with all construction contract disputes that arise while the contract is in effect.
- Prepare final as-built drawings. Submit one paper copy along with a CD for County's files.



**Assumptions**

---

**Task 1**

1. Turning movement counts will be provided for the following intersections:
  - a. NY Route 85 (New Scotland Road) with Kenwood Avenue
  - b. NY Route 140 (Cherry Avenue) with Kenwood Avenue
2. Turning movement counts will include all movements at the intersections listed above.
3. Albany County will request the traffic signal data and as-built plans from NYSDOT for the two intersections listed above. This information will be used in developing the Synchro© traffic models.
4. The capacity analysis will include the AM commuter peak period only for the temporary detour year 2020.

**Task 2**

1. Additional survey is not required at the subject intersections.
2. Two additional contract plan drawing, and two additional detail/table drawings are included.
3. Modifications to existing work zone traffic control and detour plans are included.

**Task 3**

1. Assume an additional 10 weeks of construction at 50 hrs./week.

**FEE**

---

MJ proposes to complete the above-listed work and services for the following lump sum fee inclusive of expenses. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.

Task	Description	Total Cost	Total Cost
1	Capacity Analysis for Temporary Detour	\$3,000	\$53,500
2	Intersection Capacity Modifications	\$7,000	
3	Construction Inspection	\$43,500	

These estimated fees assume there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.



## Schedule

---

MJ proposes to begin Task 1 immediately upon receipt of Notice to Proceed and the required data. We anticipate the draft letter to be completed within 10 business days of receipt of turning movement volume data.

## Summary

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We appreciate the ongoing working relationship with the County and look forward to the next steps. Please contact us with any questions.

Sincerely,

Michael D. Panichelli, PE  
President





**Via email:** Lisa Ramundo: [Lisa.Ramundo@albanycountyny.gov](mailto:Lisa.Ramundo@albanycountyny.gov)

January 11, 2019

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

RE: Design and Construction Inspection for the Albany County Rail Trail over  
New Scotland Road (NY Route 85) Bridge Replacement Project  
Albany County Resolution No. 455 for 2018  
**Supplemental Agreement No. 2 – SEQRA Type I**

Ms. Ramundo,

M. J. Engineering and Land Surveying, P.C. (MJ) is submitting this Supplemental Agreement per your request per your phone conversation on January 3, 2019 with MJ.

## **BACKGROUND**

---

Based upon our involvement in the project to date, MJ has the following project understanding:

- The project was originally scoped as a SEQRA Type II.
- Albany County has determined that the project shall be progressed as a Type 1 action under SEQRA requiring coordinated review.
- Albany County has requested that MJ provide additional SEQRA support for the project to satisfy the SEQRA Type I determination.

The associated Scope of Services for the requested work is included below.

## **SCOPE OF WORK**

---

### **Task 1 – Lead Agency Coordination**

Based upon the project program, the project appears to be Type 1 action pursuant to Section 617 of Environmental Conservation Law (ECL). A Type 1 action requires coordinated review with potential involved agencies. MJ will work with Albany County to develop a list of potential involved agencies.

MJ will prepare a coordination letter which will include the Full Environmental Assessment Form (FEAF) Part 1 for distribution to involved agencies. MJ will be responsible for distribution of these materials to identified involved agencies.

Establishment of Lead Agency must occur with 30 days of the date the EAF is transmitted to involved agencies.



## **Task 2 – Preparation of Full Environmental Assessment Form (FEAF) & Determination of Significance**

It is assumed that the SEQRA process will be satisfied through the completion of a Full Environmental Assessment Form (FEAF) with supplemental studies as needed. The subsequent tasks correlate to this assumption to support the compliance with SEQRA.

MJ will complete Parts 1, 2 and 3 of the FEAF for the project. Part 1 (project information) will be completed and be dependent on information available through NYSDEC’s Environmental Mapper, other databases as well as through studies, research or investigation previously completed and made available for use.

MJ will complete Part 2, which examines the proposed project and determines the magnitude of impacts. Under the assumption that the Part 2 analysis supports a Negative Declaration, MJ will complete Part 3, which outlines the Lead Agency’s findings and facts supporting this decision.

### **ASSUMPTIONS**

---

This Agreement has been prepared assuming the following:

- Albany County will be the SEQRA Lead Agency and coordinated review of this Type 1 Action will occur.
- No public hearings or meetings will be required beyond the two (2) previously scoped public information meetings.

### **TASKS NOT INCLUDED IN THIS PROPOSAL**

---

The following efforts are excluded from this scope of services:

- Additional Public and/or on-site meetings
- Wetland permitting;
- Phase 1 or 2 Cultural Resources Survey;
- Habitat Assessments, and;
- Preparation of an Environmental Impact Statement.

### **SCHEDULE**

---

MJ will provide a draft of FEAF Parts 1 through 3 as part of the Design Manual submission.

### **FEE**

---

MJ proposes to complete the above-listed work and services, including the Scope of Work, for the following **lump sum fee**. The fee, though it is not required by the SEQR process, also includes an additional meeting with the town Historian. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.



Task	Description	Cost
1	Lead Agency Coordination	\$2,000.00
2	Full EAF Preparation / Determination of Significance	\$7,000.00
	<b>Total Lump Sum Cost:</b>	<b>\$9,000.00</b>

These estimated fees assume there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

If you have any questions regarding this proposal, please contact me at (518) 371-0799.

Sincerely,

Michael D. Panichelli, P.E.  
President



**AUTHORIZATION TO PROCEED**

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described in this supplemental proposal.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Via email:** Lisa Ramundo: [Lisa.Ramundo@albanycountyny.gov](mailto:Lisa.Ramundo@albanycountyny.gov)

May 30, 2019

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

RE: Design and Construction Inspection for the Albany County Rail Trail over  
New Scotland Road (NY Route 85) Bridge Replacement Project  
Albany County Resolution No. 455 for 2018  
**Scope of Work for Development of Supplemental Agreement No. 3**

Ms. Ramundo,

M.J. Engineering and Land Surveying, P.C. (MJ) is submitting this scope of work for the development of a Supplemental Agreement per your request through correspondence with our office.

## **BACKGROUND**

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MJ has been progressing information and developing preliminary engineering options for the above subject project. The County also requested that MJ compile and document additional work requests that are beyond the original scope of work. The requested tasks identified below have been requested by either the Albany County DPW office or the Albany County Executive office.

The associated additional Scope of Services are identified below:

## **SCOPE OF WORK**

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### **Task 1 – Enhanced Design Report**

The original contract and scope required the development of two (2) different superstructure type alternatives for a replacement bridge project. One of the options requested was a prefabricated truss. The original scope of work included submission of a preliminary plan, elevation and cost estimate to be presented to the County for consideration, according to §4.12 of the original contract. Due to outside agency and public involvement projected for this project, additional information was requested by the County to be documented including review/analysis of the rehabilitation option. The design information deliverable originally intended per the RFP scope of work has been requested to be changed to a full NYSDOT style Design Approval Document (DAD). Additional scope of work items include:

1. Develop a Design Approval Document per the NYSDOT Project Development Manual.
2. Investigate five (5) different design alternatives, including the null alternative, two (2) rehabilitation options, and two (2) replacement options.



3. Develop cost estimates for each alternative, as well as preliminary plans.
4. The two (2) rehabilitation options include:
  - a. Rehabilitation of the existing structure as it stands today.
  - b. Rehabilitation of the existing structure and raise the existing superstructure to meet current NYSDOT vertical clearance requirements.
5. Complete all necessary studies and research to completely fill out the NYSDOT Design Report, including the side by side comparison of all the alternatives, crash analysis, development of design criteria, design objectives, grant investigations, etc.
6. Develop necessary appendices to provide the technical back up of the information within the design report.

### **Task 2 – Preparation of Renderings**

Per the original scope of work, no renderings were assumed or anticipated to be developed. Additional scope of work items include:

1. Requested renderings to be developed include (total of three (3) renderings):
  - a. One (1) rendering for the rehabilitation option (in place only).
  - b. One (1) rendering for the two-girder superstructure replacement option.
  - c. One (1) rendering for the prefabricated truss replacement option.
2. The renderings will depict the superstructure type, depicting the vertical differences between the alternatives, as well as the finish to the steel elements.
3. The landscaping around the alternatives will depict the final constructed condition. A future condition depicting the full-grown vegetation will be prepared (only if requested).
4. The streetscape below the structure will depict the roadway geometry including the travel lanes, shoulders, and sidewalk configurations that is proposed for each of the three (3) renderings.
5. Lighting for the rehabilitation rendering will be shown only. An aesthetic treatment will be shown on the existing retaining wall elements per the direction of the County. Photos of other wall treatment types will be shown separately from the renderings as example photos.

### **Task 3 – Design Charrette**

From the original scope, §4.16, two (2) public meetings were assumed. The County has requested an additional Design Charrette meeting to discuss the design alternatives and project objectives with the stakeholders only. Additional scope of work items include:

1. Organize, coordinate and moderate the design Charrette between the County and the stakeholders for the project.
2. Preparation of meeting materials including a PowerPoint presentation and renderings (see Task 2).



3. Prepare list of written public comments that were received to date from the May 1, 2019 Public Information meeting.
4. Prepare meeting minutes and send to all the attendees for review. Upon ten (10) business days, MJ will address any provided comments received and issue the final minutes to all the attendees for project record.
5. Document decisions and/or action items from the meeting that may be included in the Design Approval Document (DAD).
6. The information received from Public Meeting No. 1 and the Design Charrette will be the foundation in developing the information to be presented Public Meeting No. 2.

#### **Task 4 – Design Coordination & Meetings**

From the original scope, §4.12 and §4.17, coordination with the NYSDOT and SHPO was anticipated. Two (2) meetings were held and attended by MJ prior to contract execution and per agreement with MJ in order to progress the project while the contract was being procured. One meeting was held on September 26, 2018 with the Town of Bethlehem and the other meeting was held on October 3, 2018 with the Preservation League of New York State. The labor and coordination effort for these two (2) meetings was agreed to not be considered part of the original contract nor subsequent supplemental agreements. Additional meetings have been held with entities after contract execution not previously identified in the original scope of work. Additional scope of work items include:

1. MJ coordinated and attended a meeting with the Town of Bethlehem and the town historian to discuss and coordinate potential replacement superstructure options. Meeting minutes were prepared and distributed for project record.
2. MJ is anticipating that a meeting with the Town and their Historian will be required if the Replacement option is the chosen preferred alternative. MJ will coordinate with the Town of Bethlehem and historian as well as the NYS Preservation League to determine use/placement of the existing girders at another location along the trail or establish a “memorial” with plaques documenting the history of the crossing.

#### **ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL**

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This Agreement has been prepared assuming the following:

- A. Three (3) total renderings will be developed.
- B. It is anticipated that one minor revision for each rendering will be completed prior to the design charette after County Review and then a revision after the Charrette to depict the agreed upon elements for each alternative.



- C. Albany County will provide MJ with a list of stakeholders, labeling the critical stakeholders, to allow for proper coordination in setting up the Design Charette.
- D. Following the second Public Meeting, Albany County will select the preferred alternative to be progressed during final design.

**SCHEDULE**

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The Design Charette meeting schedule is pending ongoing coordination with the County regarding the approval of this agreement and completion of the renderings.

MJ is immediately available for questions or comments regarding this developed scope of work.

If you have any questions regarding this proposal, please contact me at (518) 371-0799. If the County concurs with these items as out of scope, MJ will develop a draft Supplemental Agreement No. 3 for County Review.

**FEE**

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MJ proposes to complete the above-listed work and services, including the Scope of Work, for the following **lump sum fee**. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.

Task	Description	Cost
1	Enhanced Design Report	\$14,900.00
2	Preparation of Renderings	\$7,600.00
3	Design Charrette	\$7,100.00
4	Design Coordination & Meetings	\$1,400.00
<b>Total Lump Sum Cost:</b>		<b>\$31,000.00</b>

These estimated fees assume there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

Sincerely,

Michael D. Panichelli, P.E.  
 President





**AUTHORIZATION TO PROCEED**

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described in this supplemental proposal.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RESOLUTION NO. 82

AMENDING RESOLUTION NO. 455 FOR 2018 WITH MJ ENGINEERING REGARDING ADDITIONAL DESIGN AND INSPECTION SERVICES AND SEQR

Introduced: 3/11/19

By Public Works Committee:

WHEREAS, By Resolution No. 455 for 2018, this Honorable Body authorized an agreement with MJ Engineering and Land Surveying, Clifton Park, NY 12067 in an amount not to exceed \$95,500 regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to amend the aforementioned agreement to provide for additional design and inspection services in the amount of \$24,000, and to fund the SEQR Type I process in the amount of \$9,000 for a total agreement amount of \$128,500, and

WHEREAS, The Commissioner has indicated that the amendments will authorize Supplemental Agreement #1 in the amount of \$24,000 with MJ Engineering and Land Surveying, Clifton Park, NY 12067 to provide for additional design and inspection services related to the aforementioned project as well as Supplemental Agreement #2 in the amount of \$9,000 with MJ Engineering and Land Surveying, Clifton Park, NY 12067 in order to properly progress the SEQR process for this project for terms commencing April 1, 2019 and ending April 1, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 455 for 2018 is amended to provide for additional design and inspection services as indicated above in the amount of \$24,000, and to fund the SEQR Type I process in the amount of \$9,000 for a total amount of \$128,500 rather than \$95,500, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into supplemental agreements noted above with MJ Engineering and Land Surveying, Clifton Park, NY 12067 for terms commencing April 1, 2019 and ending April 1, 2020,

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 - 3/11/19*

## RESOLUTION NO. 322

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

Introduced: 8/12/19

By Public Works Committee:

WHEREAS, By Resolution No. 455 for 2018, this Honorable Body authorized an agreement with MJ Engineering and Land Surveying, P.C. regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project in the amount of \$95,500, and

WHEREAS, By Resolution No. 82 for 2019, this Honorable Body authorized two supplemental agreements in order to provide for additional design and inspection services in the amount of \$24,000, and to fund the SEQR Type I process in the amount of \$9,000 for a total amount of \$128,500, and

WHEREAS, The Commissioner of the Albany County Department of Public Works has requested authorization to enter into a third supplemental agreement with MJ Engineering and Land Surveying, P.C. regarding the expansion of design services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project in the amount of \$31,000 for a total contract amount of \$159,500, now, therefore be it

RESOLVED, By the Albany County Legislature that County Executive is authorized to enter into a third supplemental agreement with MJ Engineering and Land Surveying, P.C. regarding the expansion of design services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project in the amount of \$31,000 for a total contract amount of \$159,500, 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 – 8/12/19*

State of New York  
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12<sup>th</sup> day of August, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12<sup>th</sup> day of August, 2019.

A handwritten signature in cursive script, appearing to read "Paul V. Deane".

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Clerk, Albany County Legislature

RESOLUTION NO. 455

**AUTHORIZING AN AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NYS 85) BRIDGE REPLACEMENT PROJECT**

Introduced: 10/9/18

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with MJ Engineering and Land Surveying regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and nine (9) bids were received pertaining to the project, and

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

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with MJ Engineering and Land Surveying, Clifton Park, NY 12067 in an amount not to exceed \$95,500 regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, and, be it further

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

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

*Adopted by unanimous vote - 10/9/18*



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](http://www.albanycountyny.gov)

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

February 6, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Cappellino Chevrolet Inc., for the purchase of five (5) 2020 Chevrolet 3500 One Ton Dump Trucks with Sander Body and Plow. These trucks will replace 2008 Ford F350 Dump Trucks and will be used for the winter maintenance as well as throughout the summer months for road maintenance.

Cappellino Chevrolet Inc. was the low bidder on NYS Vehicle Marketplace Mini Bid #3220. The total cost will be for an amount not to exceed \$242,248.55.

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  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1518, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for the Purchase of Five Chevrolet One Ton Dump Trucks

Date: February 6, 2020  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

Cappellino Chevrolet Inc.  
9000 Boston State Rd.  
Boston, NY 14025

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$242,248.55  
Scope of Services: Purchase of Five Chevrolet One Ton Dump Trucks

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: HHRA5197.22000E

Appropriation Amount: \$242,248.55

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020-7/31/2020

Length of Contract: 120 Days

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

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

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

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

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Cappellino Chevrolet Inc., for the purchase of five (5) 2020 Chevrolet 3500 One Ton Dump Trucks with Sander Body and Plow. These trucks will replace 2008 Ford F350 Dump Trucks and will be used for the winter maintenance as well as throughout the summer months for road maintenance.

Cappellino Chevrolet Inc. was the low bidder on NYS Vehicle Marketplace Mini Bid #3220. The total cost will be for an amount not to exceed \$242,248.55.

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

Calculate total price selected

<u>Rank Name</u>	<u>Chassis/B ody</u>	<u>Model Year</u>	<u>Make</u>	<u>Model</u>	<u>NYS Price for Vehicle</u>	<u>Total Number of Vehicles</u>	<u>Total Price for Mini-Bid Invited to phase</u>
* <u>Cappellino</u> 1 <u>Chevrolet Inc</u>	Body	2020	Air Flo	9' 2-3 yard	\$17,033	5	\$85,165 Evaluation
<u>Cappellino</u> 6 <u>Chevrolet Inc</u>	Chassis	2020	Chevrolet	Silverado 3500 Reg Cab WT	\$31,416.71	5	\$157,083.55 Evaluation
<u>WebSMART</u> 2 <u>Chevrolet LLC</u>	Body	2020	Unicell	Q06893B TE	\$19,451.25	5	\$97,256.25 Evaluation
<u>WebSMART</u> 4 <u>Chevrolet LLC</u>	Chassis	2020	Chevy	3500HD Chassis	\$30,235.35	5	\$151,176.75 Evaluation
<u>Joe Basil</u> 3 <u>Chevrolet, Inc.</u>	Body	2020	AIRFLO	DUMP	\$19,480	5	\$97,400 Evaluation
<u>Joe Basil</u> 5 <u>Chevrolet, Inc.</u>	Chassis	2020	CHEVROLET	SILVERA DO	\$30,798.28	5	\$153,991.38 Evaluation
				<b>Total</b>			\$248,433
				<b>Total</b>			\$251,391.38

\$242,248.55

## 3220 (5) Chevrolet Silverado 3500 WT Regular Cab 4WD Chassis w/Airflo Dump Body (Unicell Package) - Albany County

### Cappellino Chevrolet Inc

#### Chassis and Body Mini-Bid Response

#### 1.1. Chassis and Body Mini-Bid Response

Filled

Questionnaire is not weighted

##### 1.1.1. Filled

Is the Mini-Bid for Vehicles to be purchased or leased by the Authorized User?

- Purchased (—)
- Leased (—)

##### 1.1.2. Filled

Are the Vehicles offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination?

- Built to Specifications (—)
- Pre-Existing Inventory (—)
- Combination (—)

##### 1.1.3. Filled

Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? You can find the Specification Details under tab 1 "Information" within this Mini-Bid. *[Note: A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected].*

- Yes. We meet the exact specifications as detailed in Tab 1. Information (—)
- No. We do not meet the exact specifications and will provide deviations in the next question. (—)

##### 1.1.4. Filled

If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".

N/A

**Evaluation method:**  
Yes / No

1.1.5.  Filled

Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified in the Specification Details? You can find the Specification Details under tab 1 "Information" within this Mini-Bid. *[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]*

- Yes
- No

1.1.6.  Filled

Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery shall be made.

Worst: 365.00 Best: 0.00

155 Days

1.1.7.  Filled

Enter the Final Order Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. (Date format: "MM/DD/YYYY")

03/05/2020

<b>Evaluation method:</b> Yes / No
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1.1.8.  Filled

Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".

Unicell

<b>Evaluation method:</b> Yes / No
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Rank	Name	Chassis/Body	Model Year	Make	Model	MYS Price for Vehicle	Total Number of Vehicle	Total Price for Mini-Bid	Invited to phase
1	Cappellino Chevrolet Inc	Body	2020	Air Flo	9' 2-3 yard	\$17,033.00	5	\$85,165.00	Evaluation
2	WebSmart Chevrolet LLC	Body	2020	Unicell	C06693BTE	\$19,451.25	5	\$97,256.25	Evaluation
3	Joe Basil Chevrolet, Inc.	Body	2020	AIRFLO	DUMP	\$19,480.00	5	\$97,400.00	Evaluation
4	WebSmart Chevrolet LLC	Chassis	2020	Chevy	3500HD Chassis	\$30,235.35	5	\$151,176.75	Evaluation
5	Joe Basil Chevrolet, Inc.	Chassis	2020	CHEVROLET	SILVERADO	\$30,798.28	5	\$153,991.38	Evaluation
6	Cappellino Chevrolet Inc.	Chassis	2020	Chevrolet	Silverado 3500 Reg Cab	\$31,416.71	5	\$157,083.55	Evaluation



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

## MEMORANDUM

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

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

**DATE:** February 6, 2020

**RE:** NYS Mini Bid#3220, Purchase of five (5) 3500 Chevrolet One Ton Dump Trucks

I am in receipt of your recommendation to award the aforementioned NYS Vehicle Marketplace to Cappellino Chevrolet in the amount of \$242,248.55.

As Cappellino Chevrolet is the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. McCOY  
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

## RECOMMENDATION NOTICE

**TO:** Karen Storm, Purchasing Agent

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

**DATE:** February 6, 2020

**RE:** Purchase of Five (5) 3500 Chevrolet One Ton Dumps  
Mini-Bid #3220

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I have reviewed the bid results from Mini-Bid #3220 for the purchase of five (5) 2020 Chevrolet 3500 One Ton Dump Trucks with Plow and Sander. I would like to recommend the low bidder, Cappellino Chevrolet, Inc., be awarded the bid. This contract is not to exceed \$242,248.55.

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

RESOLUTION NO. 515

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2015, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,454,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$4,454,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/15

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2016 Capital Plan in the County's 2016-2020 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c), (d), and (e) of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and



apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2016 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$2,257,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$2,257,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$2,257,000 to pay the cost of the capital project. As described in the Capital Plan, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$2,257,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy-trucks, light trucks and various other equipment, as further described in the 2016 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$697,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$697,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$697,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$697,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years, and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$4,454,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by

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

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of environmental assessment forms prepared by the Albany County Department of Public Works and the Albany County Department of Economic Development, Conservation and Planning, and based further upon the County's knowledge of the area surrounding the projects and such further investigation of the projects and their environmental effects as the County has deemed appropriate, the County hereby makes the following determination:

(1) (A) Except as provided below, the projects described in Section 1 constitute "Unlisted Actions" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

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

(C) As a consequence of the foregoing, the County has decided to prepare negative declarations with respect to the projects.

(D) Notwithstanding the foregoing, the Highway Pavement Recycling Project described in Section 1 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(4), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(2) (A) Except as provided below, the projects described in Section 2 constitute "Unlisted Actions" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

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

(C) As a consequence of the foregoing, the County has decided to prepare negative declarations with respect to the projects.

(D) Notwithstanding the foregoing, the CR10 Hunterland Road Bridge Replacement Project described in Section 2 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to this project.

(E) Notwithstanding the foregoing, the Helderberg Hudson Rail Trail Connecting Link between Phase 1 and Phase II Project described in Section 2 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(1) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to this project.

(b) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

*On roll call vote the following voted in favor: Ms. Benedict, Messrs. Beston, Bullock, Carman, Ms. Chapman, Messrs. Clay, Clenahan, Clouse, Commisso, Ms. Connolly, Messrs. Corcoran, Cotrofeld, Crouse, Dawson, Domalewicz, Ethier, Feeney, Higgins, Hogan, Jacobson, Joyce, Mss. Kinsch, Lockart, Mr. Mackey, Ms. Maffia-Tobler, Mr. Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Morse, Nichols, O'Brien, Rahm, Reilly, Simpson, Stevens, Tunny and Ward - 38.*

*Those opposed: - 0.*

*Resolution was adopted. 12/7/15*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

February 12, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Joe Basil Chevrolet Inc., for the purchase of one (1) 2020 Chevrolet Silverado 4WD Crew Cab Service Truck. This truck will replace a 2008 Dodge 3500 Service Truck. The truck will be used to service breakdowns on the road and at sub-stations.

Joe Basil Chevrolet Inc. was the sole bidder on NYS Vehicle Marketplace Mini Bid #3317. The total cost will be for an amount not to exceed \$140,932.06.

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  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1527, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for the Purchase of a 2020 Chevrolet Service Truck

Date: February 12, 2020  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):  
Joe Basil Chevrolet, Inc.  
5111 Transit Rd.  
Depew, NY 14043

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

Amount/Raise Schedule/Fee: \$140,932.06  
Scope of Services: Purchase of a 2020 Chevrolet Service Truck

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: HHT55197.22000E

Appropriation Amount: \$140,932.06

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020-6/30/2020

Length of Contract: 90 Days

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

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

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

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

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Joe Basil Chevrolet Inc., for the purchase of one (1) 2020 Chevrolet Silverado 4WD Crew Cab Service Truck. This truck will replace a 2008 Dodge 3500 Service Truck. The truck will be used to service breakdowns on the road and at sub-stations.

Joe Basil Chevrolet Inc. was the sole bidder on NYS Vehicle Marketplace Mini Bid #3317. The total cost will be for an amount not to exceed \$140,932.06.

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



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

DANIEL P. McCOY  
COUNTY EXECUTIVE

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

**MEMORANDUM**

**TO:** Lisa M. Ramundo  
Commissioner

**FROM:** Karen Storm *[Signature]*  
Purchasing Agent

**DATE:** February 12, 2020

**RE:** Purchase of 2020 Chevrolet Silverado 4WD Crew Cab Work Truck  
Mini Bid #3317

---

I am in receipt of your recommendation to award the aforementioned NYS OGS Mini-bid #3317 to Joe Basil Chevrolet, Inc., in the amount of \$140,932.06.

As they were the sole bidder, and it has been determined by you that it meets your department's needs, I concur with your recommendation.

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



**DANIEL P. McCOY**  
COUNTY EXECUTIVE

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

**LISA M. RAMUNDO, PE**  
COMMISSIONER

**SCOTT D. DUNCAN**  
DEPUTY COMMISSIONER

## RECOMMENDATION NOTICE

**TO:** Karen Storm, Purchasing Agent

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

**DATE:** February 12, 2020

**RE:** Purchase of 2020 Chevrolet Silverado 4WD Crew Cab Work Truck  
Mini Bid #3317

---

I have reviewed the bid results from Mini-Bid #3317 for the purchase of one (1) 2020 Chevrolet Silverado 4WD Crew Cab Work Truck and would like to recommend the sole bidder, Joe Basil Chevrolet, Inc., be awarded the bid. This contract is not to exceed \$140,932.06.

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



# SALES QUOTE

Joe Basil Chevrolet, Inc.  
 5111 Transit Rd  
 Depew, NY 14043  
 Dir.716-206-1746  
 Fax 716-685-1746  
 michaelh@joebasilchevrolet.com

INVOICE NO.  
 DATE February 11, 2020  
 CUSTOMER 856351

NYS DEALER  
 #1100005392

TO: Pamela O Neill  
 Albany County  
 [Street Address]  
 [City, ST ZIP Code]  
 (518) 447-7139  
[Pamela.O'Neill@albanycountyny.gov](mailto:Pamela.O'Neill@albanycountyny.gov)

SHIP TO: [Contact Name]  
 [Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone]

Salesperson	Customer PO#	NYS Mini Bid #	Contract Item	Option Discount %	Contract Discount %	Manufacturer's Bid Assistance	PAYMENT TERMS
Mike H		3317		0%	18.75%	INCL	Net 30
VIN#						STK#	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	NET TOTAL
1	CK56043	2020 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck	\$ 66,501.00	\$ 12,468.94	\$ 54,032.06
	092	Rear axle, 4.30 ratio		\$ -	\$ -
	1WT	Work Truck Preferred Equipment Group	\$ -	\$ -	\$ -
	5DX	Electrical Provisions, rear of cab, upfitter, body builder wiring	\$ -	\$ -	\$ -
	5H1	Key system, 2 spare keys	\$ -	\$ -	\$ -
	7Y8	Batteries, heavy-duty dual 1300 cold-cranking amps	\$ -	\$ -	\$ -
	9B9	Governor, electronic speed sensor set to 70 MPH	\$ -	\$ -	\$ -
	9L3	Spare tire delete	\$ -	\$ -	\$ -
	9L7	Upfitter switches	\$ -	\$ -	\$ -
	AE7	Seats, front 40/20/40 split-bench, 3-passenger	\$ -	\$ -	\$ -
	AQQ	Remote Keyless Entry	\$ -	\$ -	\$ -
	BTN	Battery, top post threaded, battery jump start stud	\$ -	\$ -	\$ -
	C67	Air conditioning, single-zone	\$ -	\$ -	\$ -
	DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, black.	\$ -	\$ -	\$ -
	EM1	Wheelbase, 199" (505.5 cm), 84" CA	\$ -	\$ -	\$ -
	FNP	Front fender extension, painted body color	\$ -	\$ -	\$ -
	FPF	DPF, diesel particulate filter, manual regeneration	\$ -	\$ -	\$ -
	FTB	Front axle, 7,500 lbs., Dana Spicer 60-256, single-reduction, front driving	\$ -	\$ -	\$ -
	FU7	Rear suspension, 15,500 lbs. (7,031 kg) multi-leaf, vari-rate	\$ -	\$ -	\$ -
	GAN	Silver Ice Metallic	\$ -	\$ -	\$ -
	GZG	GVWR, 19,500 lbs. (8845 kg)	\$ -	\$ -	\$ -
	H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	\$ -	\$ -	\$ -
	HD1	Rear axle, 15,000 lbs. (6,804 kg) Dana Spicer S16-130, single reduction	\$ -	\$ -	\$ 180
	IOB	Audio system, 7" diagonal color touch-screen with Chevrolet Infotainment	\$ -	\$ -	\$ -

	JL1	Trailer brake controller, integrated	\$ -	\$ -	\$ -
	K05	Engine block heater	\$ -	\$ -	\$ -
	K40	Exhaust brake	\$ -	\$ -	\$ -
	KI4	Power outlet, 110-volt AC	\$ -	\$ -	\$ -
	KW5	Alternator, 220 amps	\$ -	\$ -	\$ -
	L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	\$ -	\$ -	\$ -
	MI0	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1750RDS	\$ -	\$ -	\$ -
	PTO	Power Take Off, engine control provisions	\$ -	\$ -	\$ -
	PWV	Wheels, 19.5" x 6.75", aluminum, 8-holes, hub piloted	\$ -	\$ -	\$ -
	R6W	34,000 lbs. GCWR (15,422 kg)	\$ -	\$ -	\$ -
	R7N	5500 HD Series	\$ -	\$ -	\$ -
	R9Y	Fleet Free Maintenance Credit.	\$ -	\$ -	\$ -
	T3U	Fog lamps, front, halogen	\$ -	\$ -	\$ -
	TRW	Provision for cab roof-mounted lamp/beacon	\$ -	\$ -	\$ -
	U05	Horn, dual-note	\$ -	\$ -	\$ -
	UE1	OnStar and Chevrolet connected services capable	\$ -	\$ -	\$ -
	UNL	Auxiliary harness, 3' for headlamps and turn signals	\$ -	\$ -	\$ -
	UVC	Rear Vision Camera, display integrated into Radio	\$ -	\$ -	\$ -
	UY7	Trailing provisions, trailing wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.	\$ -	\$ -	\$ -
	UZF	Backup alarm	\$ -	\$ -	\$ -
	V22	Grille, chrome	\$ -	\$ -	\$ -
	V46	Bumper, front chrome	\$ -	\$ -	\$ -
	V76	Recovery hooks, front, frame-mounted, black	\$ -	\$ -	\$ -
	VK3	License plate kit, front	\$ -	\$ -	\$ -
	VV4	4G LTE Wi-Fi Hotspot capable	\$ -	\$ -	\$ -
	VYU	Snow Plow Prep Package	\$ -	\$ -	\$ -
	XDK	Tires, front 225/70R19.5G highway blackwall Goodyear	\$ -	\$ -	\$ -
	YAO	Tires, rear 225/70R19.5G traction blackwall Goodyear	\$ -	\$ -	\$ -
	ZY1	Paint, solid	\$ -	\$ -	\$ -
	INCL	Bluetooth for phone, personal cell phone connectivity to vehicle audio system	\$ -	\$ -	\$ -
	INCL	Chevrolet Connected Access capable	\$ -	\$ -	\$ -
		<b><u>NON-OEM ACCESSORIES</u></b>	\$ -	\$ -	\$ -
1	___	KMTI-11 CRANE BODY	\$ 86,900.00	\$ -	\$ 86,900.00
	INCL	MODEL: 6132DLR-44K: 11' CRANE BODY	\$ -	\$ -	\$ -
	INCL	SIX (6) RECESSED CARGO TIE-DOWNS IN FLOORS	\$ -	\$ -	\$ -
	INCL	HD ALUMINUM GRAB HANDLES	\$ -	\$ -	\$ -
	INCL	LED STOP/TAIL/TURN LIGHTS, CLEARANCE AND BACK UP LIGHTS	\$ -	\$ -	\$ -
	INCL	21" WORK SURFACE BUMPER W/ THRU COMP'T, VISE PLATE & 2" RECEIVER TUBE	\$ -	\$ -	\$ -
	INCL	TWO (2) GRIP-STRUT FLEX STEPS	\$ -	\$ -	\$ -
	INCL	KNAPLINER - CARGOFLOOR, SIDES, COMP'T TOPS BULKHEAD, TAILGATE	\$ -	\$ -	\$ -
	INCL	REAR BUMPER AND FRONT END PANELS	\$ -	\$ -	\$ -
	INCL	STELLAR 7621 SERVICE CRANE, 21' HYD REACH, MAX 7500LB LIFTING CAP.	\$ -	\$ -	\$ -
	INCL	POWER CELL CONTROL PANEL	\$ -	\$ -	\$ -
	INCL	HYDRAULIC AIR COMPRESSOR: BOSS 60 CFM W/ REELCRAFT 50' X 1/2" HOSE REEL	\$ -	\$ -	\$ -

	INCL	FLR SYSTEM AND UNDERBODY AIR TANK INCLUDED W/ COMPRESSOR	\$ -	\$ -	\$ -
	INCL	WELDER: MILLER BOBCAT 250 GAS DRIVEN W/ (2) 50' WELDING LEADS	\$ -	\$ -	\$ -
	INCL	MASTER LOCKING SYSTEM	\$ -	\$ -	\$ -
	INCL	CAB PROTECTOR W/ PUNCHED WINDOW	\$ -	\$ -	\$ -
	INCL	FOUR (4) LED WORK LIGHTS, (2) ADD'T ON CAB GUARD & LLED COMP'T LIGHTS	\$ -	\$ -	\$ -
	INCL	S/T/T BACK UP LIGHTS W/ BUILT IN REFLECTIVITY & INTEGRATED STROBES	\$ -	\$ -	\$ -
	INCL	TWO (2) AMBER LED STROBES INSTALLED ON FRONT GRILL	\$ -	\$ -	\$ -
	INCL	12V LED POLE LIGHT INSTALLED CS FRONT END PANEL	\$ -	\$ -	\$ -
	INCL	OUTRIGGERS: HYDRAULIC OUT / HYDRAULIC DOWN CS, HYDRAULIC DOWN SS	\$ -	\$ -	\$ -
	INCL	WILTON 746 VISE - 6" INSTALLED	\$ -	\$ -	\$ -
	INCL	WINCH: WARN ZEON 10 RECEIVER MOUNTED WINCH	\$ -	\$ -	\$ -
	INCL	BACK UP ALARM	\$ -	\$ -	\$ -
	INCL	OEM BACK UP CAMERA INSTALLED	\$ -	\$ -	\$ -
	INCL	7 WAY FLAT TRAILER PLUG	\$ -	\$ -	\$ -
	INCL	SINGLE STAGE PAINTED TO MATCH CAB	\$ -	\$ -	\$ -
	INCL	WESTERN: 8.5' MVP-3 PLOW COMPLETE	\$ -	\$ -	\$ -
	INCL	41810: MVP-3 SNOW DEFLECTOR	\$ -	\$ -	\$ -
	INCL	BODY PAINT UPGRADE - BASE COAT/CLEAR COAT IN LIEU OF SINGLE STAGE	\$ -	\$ -	\$ -
	DELIVERY	REGION 3	\$ -	\$ -	\$ -

**TOTAL DISCOUNT**



Please Make Checks Payable to Joe Basil Chevrolet, Inc  
Thank you For Your Business

<b>SUBTOTAL</b>	\$ 140,932.06
<b>SALES TAX</b>	\$ -
<b>TOTAL</b>	\$ 140,932.06

**THIS QUOTE SERVES AS YOUR ACKNOWLEDGMENT THAT THIS ORDER HAS BEEN REVIEWED FOR ACCURACY AND DEEMED CORRECT.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign

Revised 2/11/2020 10:16

**RESOLUTION NO. 547**

**BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK,  
AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE  
DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED  
MAXIMUM COST THEREOF IS \$3,052,000, APPROPRIATING SAID  
AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,052,000  
OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID  
APPROPRIATION**

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County’s 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$850,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$850,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$850,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$850,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c) of the New York Local Finance Law (the “Law”), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,470,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,470,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,470,000 to pay the cost of the capital project. As described in the Capital Program, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,470,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.10 of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2017 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$732,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$732,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$732,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$732,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.28 of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,052,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.



Section 5. The following additional matters are hereby determined and stated:

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

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

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes

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

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

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

(b) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 2 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(2) and (21), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(c) Based upon an examination of the project and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

*On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.*

*Those opposed – 0.*

*Resolution was adopted 12/5/16.*