AGENDA
PUBLIC WORKS COMMITTEE
MARCH 26, 2019

PREVIOUS BUSINESS:
APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:
1. AUTHORIZING AN AGREEMENT WITH THE NEW YORK POWER AUTHORITY REGARDING THE PURCHASE AND INSTALLATION OF STREETLIGHTS

2. AUTHORIZING AN AGREEMENT WITH CROYLE QUALITY CONTRACTORS REGARDING PAINTING AT THE DEPARTMENT OF SOCIAL SERVICES

3. AMENDING RESOLUTION NO. 143 FOR 2018 REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

4. AMENDING RESOLUTION NO. 191 FOR 2018 REGARDING THE CONSTRUCTION OF THE RAIL TRAIL PHASE I IMPROVEMENT PROJECT
5. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION OF SARATOGA COUNTY FOR REMOVAL OF INVASIVE SPECIES REMOVAL AT ANN LEE POND

6. AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING FOR COUNTY ROADS LOCATED IN THE TOWNS OF RENSSELAERVILLE AND BERNE

7. AUTHORIZING AN AGREEMENT WITH THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE REGARDING GRANT FUNDING AND AMENDING THE 2019 DEPARTMENT OF PUBLIC WORKS BUDGET

8. AUTHORIZING AN AGREEMENT WITH ARCADIS OF NEW YORK, INC. REGARDING DESIGN, CONSTRUCTION ADMINISTRATION, AND OBSERVATION SERVICES AT THE JOINT REGIONAL BIOSOLIDS FACILITY

9. AUTHORIZING AN AGREEMENT BETWEEN THE ALBANY COUNTY WATER PURIFICATION DISTRICT AND THE CITY OF ALBANY REGARDING SHARED SERVICES
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Public Works Committee of the Albany County Legislature met on March 11, 2019. Chairperson Burgdorf, Messrs. Cahill, Smith, Miller, Frainier, Tunny and Mauriello were present. Messrs. Simpson and O'Brien were excused. The following items were discussed and/or acted upon:

1. Local Law No. “U” for 2018: A Local Law of the County of Albany Authorizing the County Executive to Enter Into a Lease Agreement of Property Owned by Albany County with Hudson Valley Wireless, Subject to the Approval of the Albany County Legislature: After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE PUBLIC WORKS COMMITTEE

PAUL J. BURGDORF, Chairperson
PAUL MILLER
JOSEPH E. O'BRIEN
CHRISTOPHER SMITH
MERTON SIMPSON

PETER TUNNY
FRANK MAURIELLO
JOHN FRAINIER
CHARLES CAHILL, JR.
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Public Works Committee of the Albany County Legislature met on February 26, 2019. Chairperson Burgdorf, Messrs. Smith, Simpson, O'Brien, Cahill, and Frainier, were present. Messrs. Miller, Cahill, Tunny and Mauriello were excused. The following items were discussed and/or acted upon:

1. **Local Law No. "U" for 2018: A Local Law of the County of Albany Authorizing the County Executive to Enter Into a Lease Agreement of Property Owned by Albany County with Hudson Valley Wireless, Subject to the Approval of the Albany County Legislature: Tabled at the Request of the Sponsor.**

2. **Amending Resolution No. 327 for 2017 Regarding Empire State Development Grant Funding and Reimbursement: The Commissioner of the Department of General Services indicated that in order to receive reimbursement and close out the grant, Albany County must pay ESD a commitment fee of one percent of the capital grant in an amount not to exceed $1,620 and reimburse ESD in the amount of $648.50 for their out of pocket expense associated with the project and to facilitate the full acceptance of grant funding and reimbursement. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.**

3. **Authorizing an Agreement with the Village of Voorheesville Regarding Maintenance of a Train Viewing Station: The Commissioner of the Department of Public Works requested authorization to enter into an agreement with the Village of Voorheesville regarding maintenance of a train viewing station. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.**

4. **Authorizing the Planning Department to Take Initial Review Actions to Determine SEQR Lead Agency Status Regarding the Albany County Rail Trail Bridge Over New Scotland Road (SR85): The Commissioner further indicated that, given the Type I designation, the project is subject to further SEQR requirements including taking initial steps so that a lead agency may be established prior to a determination of significance and the initial review processes may proceed. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.**
Amending Resolution No. 455 for 2018 with MJ Engineering Regarding Additional Design and Inspection Services: The Commissioner 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. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Authorizing an Agreement with the New York State Department of Transportation for the Conveyance of Right-of-Way Properties to Albany County Regarding Completed Road Construction Projects: The Commissioner of the Department of Public Works requested authorization to enter into an agreement with the New York State Department of Transportation (NYSDOT) in order to accept the conveyance of a right-of-way to Albany County which was previously acquired by New York State in connection with a federal-aid project located in the Town of Colonie that is now complete. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Submission of a Grant Application with the Capital District Transportation Committee Regarding the Purchase of Reflective Wristbands: The Commissioner of the Department of Public Works requested authorization to submit a grant application to the Capital District Transportation Committee (CDTC) for an amount of $5,000 regarding the purchase of reflective wristbands for pedestrians for the term commencing April 1, 2019 and ending December 31, 2019. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE PUBLIC WORKS COMMITTEE

PAUL J. BURGDORF, Chairperson
PAUL MILLER
JOSEPH E. O’BRIEN
CHRISTOPHER SMITH
MERTON SIMPSON

PETER TUNNY
FRANK MAURIELLO
JOHN FRAINIER
CHARLES CAHILL, JR.
# Times Union Center Garage

## Statement of Income

For the Period Ended February 28, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>Total Event Income</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>21,789</td>
<td>19,486</td>
</tr>
<tr>
<td><strong>Indirect Expenses</strong></td>
<td></td>
<td></td>
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<tr>
<td>Operations</td>
<td>34,348</td>
<td>34,466</td>
</tr>
<tr>
<td>Overhead</td>
<td>1,383</td>
<td>1,540</td>
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<tr>
<td>Washington Ave</td>
<td>4,786</td>
<td>4,860</td>
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<tr>
<td><strong>Total Indirect Expenses</strong></td>
<td>40,517</td>
<td>40,866</td>
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<tr>
<td><strong>Net Operating Income</strong></td>
<td></td>
<td></td>
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<tr>
<td>Investments</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Other Income</td>
<td>37,880</td>
<td>41,577</td>
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<td><strong>Net Operating Income</strong></td>
<td>19,152</td>
<td>20,197</td>
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<td>Fixed Management Fee</td>
<td>5,379</td>
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<tr>
<td>Performance Incentive</td>
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<td>-</td>
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<td><strong>Net Income (Loss)</strong></td>
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<td>OPERATING EXPENSES</td>
<td>Current Month Actual</td>
<td>Current Month Budget</td>
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<td>----------------------------------------</td>
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<tr>
<td>Net Salaries and Benefits</td>
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<td>Credit Card Discounts</td>
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<td>Depreciation</td>
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<td>Total Operating Expenses</td>
<td>1,383</td>
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An SMG Managed Facility
### Times Union Center
#### Statement of Income
##### Period ending February 2019

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<thead>
<tr>
<th></th>
<th>Current</th>
<th>Year To Date</th>
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<tbody>
<tr>
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<td>Other Income</td>
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<td>Net Operating Income</td>
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<td>Attendance</td>
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### Department Income Statement: OVERHEAD
For the Two Months Ending February 28, 2019

<table>
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<th>OPERATING EXPENSES</th>
<th>Current Month Actual</th>
<th>Current Month Budget</th>
<th>Current Month Prior Year</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Prior Year</th>
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<td>Dues &amp; Subscriptions</td>
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<td>500</td>
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<td>954</td>
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<td>990</td>
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<td>Postage</td>
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<td>1,638</td>
<td>1,252</td>
<td>2,892</td>
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<td>1,744</td>
<td>5,178</td>
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<td>Licenses &amp; Fees</td>
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<td>0</td>
<td>0</td>
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<td>Equipment Rental</td>
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<td>400</td>
<td>27</td>
<td>820</td>
<td>800</td>
<td>640</td>
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<td>Maintenance Agreements</td>
<td>62</td>
<td>275</td>
<td>(102)</td>
<td>1,185</td>
<td>550</td>
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<td>General Liability Insurance</td>
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<td>10,619</td>
<td>9,925</td>
<td>16,826</td>
<td>21,238</td>
<td>19,850</td>
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<td>Insurance Expense</td>
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<td>6,715</td>
<td>14,044</td>
<td>14,000</td>
<td>13,431</td>
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<td>Electricity</td>
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<td>6,953</td>
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<td>5,878</td>
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<td>Miscellaneous Expense</td>
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<td>667</td>
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<td>303</td>
<td>1,334</td>
<td>5,828</td>
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<td>Depreciation</td>
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<td>31,151</td>
<td>36,800</td>
<td>35,614</td>
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<tr>
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<td>113,113</td>
<td>77,067</td>
<td>179,166</td>
<td>218,226</td>
<td>233,606</td>
</tr>
</tbody>
</table>
March 13, 2019

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

Dear Chairman Joyce:

As part of the Countywide Shared Service Initiative the County of Albany and municipalities throughout the County are working with the New York Power Authority (NYP A) to purchase their streetlight and install LED lighting. The first step in this process is to enter into an Energy Services Program Master Cost Recovery Agreement (MCRA) with NYP A. Public Authorities Law §1005(17) permits the Authority, as deemed feasible and advisable by its Trustees, to finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity. The MCRA outlines NYP A’s general terms and conditions and allows the County to do work with NYP A on energy efficiency related projects. Following the receipt of a final purchase price from National Grid, we will request authorization to proceed with the project. Based on projected costs, the purchase and upgrade will result in annual cost savings of $40,560.12 and the project will have a simple payback of 3.53 years.

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

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
     Honorable Frank Mauriello, Minority Leader
     Kevin Cannizzaro, Majority Counsel
     Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to Execute a Master Cost Recovery Agreement with the New York Power Authority

Date: 3/7/2019
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Senior Policy Analyst
Phone: 518-447-5565
Department Rep.: Lucas Rogers
Attending Meeting: Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
## File #: TMP-0714, Version: 1

☐ Revenue

<table>
<thead>
<tr>
<th>Increase Account/Line No.:</th>
<th>Click or tap here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source of Funds:</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Title Change:</td>
<td>Click or tap here to enter text.</td>
</tr>
</tbody>
</table>

### 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) 

### Contract Terms/Conditions:

**Party (Name/address):**

New York Power Authority  
30 South Pearl Street  
Albany, NY 12207 Authority

Additional Parties (NamesAddresses):  
Click or tap here to enter text.

<table>
<thead>
<tr>
<th>Amount/Raise Schedule/Fee:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of Services:</td>
<td>Authorization to enter into MCRA with NYPSC in order to proceed with municipal Streetlight purchase and upgrade</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond Res. No.:</th>
<th>Click or tap here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Adoption:</td>
<td>Click or tap here to enter text.</td>
</tr>
</tbody>
</table>

### 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) April 15, 2019 - April 14, 2024
Length of Contract: 5 years

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)
As part of the Countywide Shared Service Initiative the County of Albany and municipalities throughout the County are working with the New York Power Authority (NYPA) to purchase their streetlight and install LED lighting. The first step in this process is to enter into an Energy Services Program Master Cost Recovery Agreement (MCRA) with NYPA. The MCRA outlines NYPA's terms and conditions and allows the County to do work with NYPA on energy efficiency related projects. Following the receipt of a final purchase price from National Grid, we will request authorization to proceed with the project. Based on projected costs, the purchase and upgrade will result in annual cost savings of $40,560.12 and the project will have a simple payback of 3.53 years.
Switch on Smart Savings With Help From NYPA

The New York Power Authority's (NYPA) Smart Street Lighting NY offers communities across New York State a clear and easy path to convert existing streetlight systems to energy efficient LED lighting. LED technology lasts longer, provides better quality light, and lowers costs for energy and maintenance.

Smart Street Lighting NY has an ambitious goal of converting at least 500,000 street lights across the state to LED technology by 2025. This will lower energy use, save taxpayer dollars, reduce greenhouse gas emissions and improve community safety.

**Key Benefits**

**Savings** — LED technology uses less than half the energy of older fixtures. Converting to LED saves money on monthly utility bills and reduces maintenance costs.

**Independence** — Municipal ownership of street lighting systems offers communities more control over lighting levels and design.

**Smart City Technology** — Smart features can provide accurate lighting information, outage detection and remote management.

NYPa is the Smart Choice

- **Simple**
  - Single point of contact helps coordinate the installation
  - All design, material, installation, equipment and services follow New York State regulations
  - Guidance on ongoing maintenance options

- **Cost Effective**
  - Bulk discount on material pricing
  - Competitive financing and low rates for qualified communities
  - Financing can include the purchase of street lighting system from the utility

- **Trusted Advisor**
  - Open book pricing and a transparent process
  - Assistance in evaluating the costs and benefits of Smart City Technology
  - Our experience with street light conversions and NYS regulations ensures your community has a knowledgeable long-term partner

To Register:

To learn more about partnering with NYPA to switch your municipality to LED street lighting, and registering for more information, visit www.nypa.gov/LED

#SmartStreetLightingNY

Smart Street Lighting NY supports New York State’s Reforming the Energy Vision to build a clean, more resilient, and affordable energy system for all New Yorkers. #REV4NY

Additional Information: nypa.gov | NYPAEnergySolutions@nypa.gov

A Program of the New York Power Authority
BENEFITS OF LED LIGHTING

- Cost savings through lower energy use & longer-lasting materials
- Smart options detect outages, monitor light levels & provide remote management
- Filament-free for increased durability & "instant on" performance
- Better light quality with higher clarity for safety
- Environmentally-friendly & energy efficient by using half the power of older fixtures
LED Street Lighting Conversion Project Steps

To implement an aggregated street lighting conversion project with the New York Power Authority (NYPa), each municipality must complete certain steps. The following is an overview of the process:

1. Request a purchase price for your street lighting system from your utility. Your utility has up to 90 days to respond. NYPa would like this price by mid-late October and will include it in the project economics and payback period estimate.

2. Provide your existing street lighting inventory registry, including existing wattage, type of fixture and location identifier.

3. Provide street lighting utility bills for the past two - three months.

4. Sign the Master Cost Recovery Agreement. It will be sent to you electronically.

5. After we develop an indicative cost and savings proposal estimate, meet with NYPa to sign an Authorization to Proceed. NYPa will then begin engineering design and bidding steps.

6. After bids are received and costs are determined, you will execute a Customer Project Commitment with NYPa that includes a detailed scope of work and project cost.

7. After a kickoff meeting is held, construction begins under direction of a NYPa project manager and implementation contractor.

8. The project is completed, costs are reconciled and a final invoice for the project is prepared.
ENERGY SERVICES PROGRAM

MASTER COST RECOVERY AGREEMENT

BETWEEN

POWER AUTHORITY OF THE STATE OF NEW YORK

AND

[CUSTOMER]
ENERGY SERVICES PROGRAM MASTER COST RECOVERY AGREEMENT .................. 1

DEFINITIONS ............................................................................................................. 1

ARTICLE I SCOPE AND APPLICATION OF AGREEMENT; ORDER OF PRECEDENCE .................................................................................................................. 6

1.1 Transaction Documents ...................................................................................... 6

1.2 Entire Agreement ............................................................................................... 7

1.3 Conflict and Order of Precedence ..................................................................... 7

1.4 Other Agreements ............................................................................................. 7

1.5 Amendments ..................................................................................................... 7

ARTICLE II GENERAL PROJECT STRUCTURE .......................................................... 8

2.1 Customer Project Commitment or CPC .............................................................. 8

2.2 Final CPC ......................................................................................................... 8

2.3 Contingency Work Order .................................................................................. 8

2.4 Change Order ................................................................................................ 9

2.5 Unforeseen Circumstances or Conditions ....................................................... 9

2.6 Third Party Obligations ................................................................................... 9

2.7 Execution and Disputes Regarding Reports ..................................................... 9

2.8 Limitation on Work in Certain Premises ......................................................... 10

2.9 Eligibility Criteria .......................................................................................... 10

ARTICLE III SUSPENSION AND TERMINATION OF PROJECTS ......................... 10

3.1 Suspension of Work ........................................................................................ 10

3.2 Emergency ....................................................................................................... 11

3.3 Termination of a Project .................................................................................. 11

3.4 Actions Upon Project Termination or Cancellation ........................................ 11

ARTICLE IV ENVIRONMENTAL PROVISIONS ..................................................... 12

4.1 Hazardous Materials and Disposal of Waste and Debris ............................... 12
ARTICLE V RECOVERY OF COSTS/REPAYMENT OBLIGATION ......................... 14
  5.1 Project Cost ........................................................................... 14
  5.2 Total Reimbursement Costs .................................................... 14
  5.3 Billing .................................................................................... 15
  5.4 Payment ................................................................................ 15
  5.5 Grants and Funding ................................................................. 15
  5.6 Long-Term Financing for Capital Projects .............................. 15

ARTICLE VI INSURANCE REQUIREMENTS ........................................... 16
  6.1 Insurance Requirements: ......................................................... 16
  6.2 Adjustments .......................................................................... 17
  6.3 Customer Insurance Requirements ......................................... 17

ARTICLE VII WARRANTIES, DAMAGES, LIABILITY, ETC. ..................... 17
  7.1 Service Provider’s Warranty Requirements .............................. 17
  7.2 Authority Warranty Disclaimer .............................................. 18
  7.3 Projected Energy Savings ...................................................... 18
  7.4 Uncontrollable Forces ............................................................ 18
  7.5 Damages, Indemnification by Service Provider ....................... 18
  7.6 Limitation of Authority’s Liability .......................................... 19
  7.7 Customer’s Responsibility for Project Equipment and Performed Work 19

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS .......................... 20
  8.1 Intellectual Property; Proprietary Information .......................... 20

ARTICLE IX TERM AND TERMINATION ............................................ 20
  9.1 Term ...................................................................................... 20
ENERGY SERVICES PROGRAM
MASTER COST RECOVERY AGREEMENT

This Master Cost Recovery Agreement (this “Master Agreement”), dated as of this ______ day of __________, 2017, is entered into by and between POWER AUTHORITY OF THE STATE OF NEW YORK, a corporate municipal instrumentality of the State of New York with offices located at 123 Main Street, White Plains, New York 10601 (“Authority”) and __________________________ with offices located at __________________________ (“Customer”).

WHEREAS, Public Authorities Law §1005(17) permits the Authority, as deemed feasible and advisable by the Trustees, to finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity and certain other specified entities; and

WHEREAS, the Trustees have authorized the establishment of the Authority’s Energy Services Program (“ESP”) to include, among other things, energy efficiency projects and services, clean energy technology projects and services and high-performance and sustainable building projects and services (including technologies that reduce air and other pollution and conserve materials and resources such as water); and the construction, installation and/or operation of facilities or equipment done in connection with any such projects, programs or services; and

WHEREAS, Public Authorities Law §1005(17) permits Customer, a public entity, to enter into an energy services contract with the Authority for such energy-related projects, programs and services as authorized by Public Authorities Law; and

WHEREAS, Authority and Customer desire to work together to develop and implement Projects contemplated under the ESP and to enter into this Master Agreement as more particularly set forth herein.

NOW, THEREFORE, Authority and Customer (sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in consideration of the mutual covenants and conditions contained herein and in these recitals, hereby agree as follows:

DEFINITIONS

The following definitions apply for all purposes of this Master Agreement:

“Advisory Services” means the consulting services provided by Authority or Service Providers to assist Customer in its efforts to reduce energy consumption and associated operations and maintenance costs, to realize environmental benefits, including but not limited to the reduction of air pollution; to conserve natural resources; and/or facilitate the use of clean energy sources at Customer’s Facilities.

“Advisory Services Terms and Conditions” means the additional terms and conditions set forth in Exhibit C applicable to Advisory Services Projects provided by Authority or Service Provider to Customer hereunder.
"Ancillary Documents" means documents, other than this Master Agreement and the Customer Project Commitment (and documents that modify them, such as Change Orders and Contingent Work Orders), covering information necessary for the implementation of a specific Project, such as authorizations, Substantial Completion and Operation Transfer Reports, Milestone Completion Reports and Final Inspection Reports, etc.

"Authority’s Authorized Representative" means an individual designated by Authority in accordance with Section 10.1(b) to coordinate a Project on behalf of Authority and to communicate with Customer concerning such Project.

"Authority Implemented Work" means Work undertaken by Authority for Customer as more fully set forth in a CPC (subject to the terms and conditions of this Master Agreement and any applicable Transaction Document) through the services of qualified Service Providers or Subproviders engaged by Authority.

"Authority Material Handling Fee" is a fee applied by the Authority to the cost of materials purchased directly by the Authority for a Project, where applicable, to reimburse the Authority for procurement, material handling, storage and/or restocking. The amount of such fee, when applicable to a Project, will be set forth in the CPC, as superseded by the Final CPC.

"Authority Program Fee" means Authority’s fee applicable to each Project. Details of the Authority Program Fee will be set forth in the Compensation Schedule, attached hereto as Exhibit A, and the amount of such fee will be set forth in the CPC, as superseded by the Final CPC.

"Background Intellectual Property Rights" means Intellectual Property Rights of a Party owned, controlled, acquired, developed, invented, generated, authored, conceived or reduced to practice prior to the date of this Master Agreement, or acquired parallel to and independent of this Master Agreement or any Transaction Documents entered into under this Master Agreement.

"Capital Project" is a Project involving the design, construction, installation and/or modification of facilities and/or equipment in Customer’s Facility.

"Capital Project Terms and Conditions" means the additional terms and conditions set forth in Exhibit B applicable to Capital Projects provided by Authority or Service Provider to Customer hereunder.

"Change Order" is a Transaction Document that memorializes a modification to the CPC that cannot be made by Contingency Work Order, setting forth agreed-upon additions, deletions or revisions to the Work, and the cost and/or time impact to the Project.

"Compensation Schedule" is a schedule attached hereto as Exhibit A setting forth details about the Authority Program Fee and other relevant Project costs, where applicable, for the different services offered by Authority under this Master Agreement.

"Contingency Work Order" is a Transaction Document that memorializes the Authority’s use of the Project Contingency for a Project, such use to be reflected on subsequent CPCs that are executed for the particular Project.
“Customer’s Authorized Representative” means an individual designated by Customer in accordance with Section 10.1(a), to coordinate a Project on behalf of Customer and to assist Authority, its Service Providers and Subproviders with the implementation of the Project.

“Customer Project Commitment” or “CPC” is a Transaction Document containing terms and conditions for one or more specific Projects at a Customer’s Facility(ies) that includes, at a minimum, the location of Customer’s Facility, a detailed scope of Work (including a description of milestones, if any), the projected Project costs and any specific payment terms applicable to the Project.

“Debris” shall mean unregulated materials removed from a Customer Facility and unsuitable for further use.

“Environmental Laws” means all current and future federal, state and local laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), environmental permits, and obligations and other requirements imposed by any “Governmental Authority” (as defined herein), including New York State Department of Environmental Conservation (“NYS DEC”) Technical Administrative Guidance Memoranda and other guidance documents issued or published by any Governmental Authority, in each case, relating to pollution, protection of the environment, natural resources, or protection of human health and safety from conditions in the environment, the presence, “Release” (as defined herein) of, threatened Release of, or exposure to, “Hazardous Substances” (as defined herein), or to the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or arrangement for such activities with respect to, Hazardous Substances.

“Environmental Liabilities” means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses, and costs, relating to environmental conditions or activities, including (i) Remediation costs, engineering costs, environmental consultant and expert fees, laboratory fees, permitting fees, investigation costs, defense costs, and reasonable attorneys’ fees and expenses; (ii) any claims, demands, and causes of action relating to or resulting from any personal injury (including wrongful death), property damage (real or personal) or natural resource damage; and (iii) any penalties, fines or costs associated with the failure to comply with any Environmental Law.

“Energy Services Program” or “ESP” includes energy efficiency projects and services; clean energy technology projects and services; high-performance and sustainable building programs and services (including technologies that reduce air and other pollution, conserve materials and resources such as water); and the construction, installation and/or operation of facilities or equipment done in connection with any such project, programs and services.

“Facility” means the building, structure or premises owned and/or operated by Customer that may benefit from Customer’s participation in Authority’s ESP Program.

“Final CPC” means the document that reflects the final reconciliation of Project costs and all amendments to the CPC that is issued by Authority to Customer upon completion of the Work for a Project.
“Final Inspection Report” means the report, if any, to be executed by Authority and Customer after completion of a Project.

“Hazardous Substances” means (i) any petroleum, petroleum products or byproducts, and all other regulated hydrocarbons (including without limitation, petrochemicals and crude oil), or any fraction thereof, coal ash, radon gas, asbestos, asbestos-containing material, urea formaldehyde, polychlorinated biphenyls, chlorofluorocarbons, and other ozone-depleting substances; and (ii) any chemical, material, substance, product or waste (including thermal discharges and hazardous waste) that is prohibited, limited, or regulated by or pursuant to any Environmental Laws.

“Intellectual Property Rights” means any and all intellectual property rights, including, but not limited to rights in any and all of the following: (i) technical information and know-how; (ii) discoveries, improvements, enhancements, upgrades, inventions, (whether or not patentable); (iii) patents, patent applications, patent disclosures, and any other patentable subject matter; (iv) copyrights, applications to register copyrights, works of authorship and any other copyrightable works; (v) trademarks, trade names, trade dresses, brand names, logos and similar marks; (vi) any sketches, drawings, outlines, drafts; (vii) computer software (including source code, executable code, databases, data and related documentation); (viii) trade secrets and know-how; and (ix) all improvements or modifications to any of the foregoing.

“Labor Cost” is that portion of the Total Reimbursement Costs for installation labor performed by Service Provider and Subprovider in connection with the Work performed in connection with a Project pursuant to a CPC based on this Master Agreement. Such costs will be detailed in each CPC.

“Long-Term Repayment Obligation” means the obligation of Customer to repay Authority in accordance with and subject to the terms of a loan agreement after conversion of a Short-Term Repayment Obligation.

“Material Cost” is that portion of the Total Reimbursement Costs related to equipment, materials and supplies in connection with the Work performed in connection with a Project pursuant to a CPC based on this Master Agreement. Such costs will be detailed in each CPC.

“Milestone Completion Report” means a document generated by Authority or Service Provider that identifies a milestone(s) satisfactorily completed during the progress of a Project or phase of a Project (i.e., design, construction, or otherwise), signifies Customer’s concurrence with the completion of such milestone and represents Customer’s authorization to proceed to the next milestone or phase of the Work, as applicable.

“Other Agreement” means any stand-alone agreements entered into between the Parties at any time, including, without limitation, non-disclosure agreements, privacy agreements, or grant agreements, but shall not include any Master Cost Recovery Agreement, Energy Efficiency Services Agreement or other agreements governing services under the ESP entered into by the Parties prior to the execution of this Master Agreement.

“Project” means any project or service undertaken through Authority’s ESP pursuant to a CPC based on this Master Agreement.
“Project Contingency” means a defined budget to be utilized at the Authority’s discretion in accordance with Section 2.3 hereof for, among other things, unexpected costs and expenses that may arise during the performance of a Project (usually calculated as a percentage of Material Cost and Labor Cost).

“Release” means any actual or threatened release, spill, emission, emptying, escape, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching, or migration into the environment or within any building, structure, facility, or fixture and/or the exacerbation of any preexisting condition of Hazardous Substances.

“Remediation” means the investigation (including any feasibility studies or reports), cleanup, removal, abatement, transportation, disposal, treatment (including in-situ treatment), management, stabilization, neutralization, collection, or containment of Hazardous Substances and any Release(s), that may be required to satisfy Environmental Laws, in each case, including, without limitation, any closure, restoration or monitoring, operations and maintenance activities, including any engineering or institutional controls, that may be required by any Governmental Authority after the completion of such investigation, study, cleanup, removal, transportation, disposal, treatment, neutralization, collection, or containment activities as well as the performance of any and all obligations imposed by any Governmental Authority in connection with such investigation, cleanup, removal, transportation, disposal, treatment (including in-situ treatment), management, stabilization, neutralization, collection, or containment (including any such obligation that may be imposed pursuant to an Environmental permit or a consent order).

“Service Provider(s)” means a third party provider of goods and/or services that Authority, acting as the contracting entity, contracts with through its procurement policies, procedures and guidelines to perform Work in connection with a Project at Customer Facilities.

“Service Provider Fees” means the costs associated with the payment to Service Providers, its Subproviders and other third party professionals for Work performed with respect to a specific Project. Service Provider Fees will be detailed in each CPC.

“Short-Term Interest” is a cost component of the Total Reimbursement Costs of a Project representing the costs incurred by the Authority in connection with financing the delivery of a Project during the time within which such funds remain unpaid by Customer.

“Short-Term Repayment Obligation” refers to Customer’s obligation to reimburse Authority for the costs of delivering a Project, as identified in the Final CPC.

“Short-Term Repayment Obligation Maturity Date” means the date set forth in the Final CPC, no later than ninety (90) days following the approval of the Final CPC.

“Specific Subject Matter” shall mean intellectual property rights, Authority’s liability and limitation thereof, Project warranties, and amendments to this Master Agreement and/or any Transaction Documents.

“Subprovider(s)” refers to individuals or entities retained by the Service Provider(s) to perform all or part of the Work.
“Substantial Completion and Operation Transfer Report” is a document signed by the Parties signifying that the equipment and/or facilities installed at the Project have been inspected, tested and accepted by Customer.

“Third Party” means any utility company, permit agency, governmental authority having jurisdiction over a Project, any contractor or service provider hired by Customer, or any other third party that is not a Service Provider or Subprovider but is, directly or indirectly, involved in or whose approval is required in connection with, a Project and not under contract, directly or indirectly, with the Authority.

“Total Annual Energy Savings” is the estimated net reduction in Customer’s annual usage of (a) energy service, (b) other utilities including, but not limited to, water and sewer, and (c) any related operation or maintenance savings, if applicable, resulting from the installation of one or more energy conservation measures in accordance with this Master Agreement.

“Total Reimbursement Costs” is the sum of all of the costs of a Project as set forth in the CPC and Final CPC, including, but not limited to, to the extent applicable to such Project: (1) Material Cost; (2) Labor Cost; (3) the amount of the Project Contingency applied as a Project cost; (4) Service Provider Fees; (5) Authority Program Fee; (6) Short-Term Interest; and (7) other Project-related costs and expenses.

“Transaction Document(s)” means with respect to a Project, this Master Agreement and any related Customer Project Commitment and any document that modify them, such as Change Orders and Contingency Work Orders.

“Waste” refers to waste PCBs (as defined by the United States Environmental Protection Agency (“USEPA”) in 40 CFR Part 761) and hazardous waste (as defined by the USEPA in 40 CFR Part 261 and the NYS DEC in 6 NYCRR Part 371) as well as other material regulated for purposes of release, reuse, disposal, or recycling (e.g. CFCs, ethylene glycol, mercury, oil, asbestos), which form a part of the equipment removed from Customer Facilities due to implementing the Work. Disposal of such Waste shall be conducted in accordance with the provisions set forth in Article IV.

“Work” means the services performed for Customer for a selected Customer Facility pursuant to this Master Agreement and the other Transaction Documents for a Project. The scope of Work shall be described in the CPC, as amended by subsequent Change Orders, Contingency Work Orders, and the Final CPC.

ARTICLE I

SCOPE AND APPLICATION OF AGREEMENT;
ORDER OF PRECEDENCE

1.1 Transaction Documents. In connection with each Project, the Parties will, either concurrently with or subsequently to this Master Agreement, enter into one or more Customer Project Commitments, or similar memoranda, that define a specific Project(s) and the costs and fees associated with such Project, and associated Ancillary Documents. Except as otherwise expressly set forth therein, all Transaction Documents, upon execution by the Parties, shall be
governed by the terms and conditions of this Master Agreement. Each Transaction Document shall contain a specific reference to this Master Agreement and CPC, as applicable. This Master Agreement does not obligate Authority to accept requests for Projects issued by Customer or obligate any Party to enter into a CPC.

1.2 **Entire Agreement.** Subject to the provisions of Section 1.4 below, with respect to a Project, this Master Agreement (including Exhibits A, B, and C and any other exhibits, schedules or appendices hereto) and any Transaction Document which specifically references a Project, constitute the entire agreement between Authority and Customer concerning such Project, and supersedes all prior negotiations, representations, contracts and agreements concerning such Project.

1.3 **Conflict and Order of Precedence.** In the event of a conflict between the terms of this Master Agreement and the terms and conditions set forth in another Transaction Document, or between the terms of two or more Transaction Documents in effect for a Project, the order of precedence shall be as follows: (i) the terms of the CPC for such Project (as amended by Contingency Work Orders and/or Change Orders and as superseded by the Final CPC) but solely with respect to the price (i.e., the Project’s Total Reimbursement Costs), payment terms, and scope of Work (including description of milestones) of the Project; (ii) the terms of this Master Agreement; (iii) the remaining terms of the Project CPC; and (iv) the terms of any Ancillary Document. Notwithstanding the foregoing, the Parties agree that with respect to Specific Subject Matters, if the terms of a Transaction Document concerning a Specific Subject Matter are more favorable to Authority than the respective terms set forth in this Master Agreement, the more favorable terms of the Transaction Document shall prevail with respect to the Project to which it relates. (By way of example, if a Transaction Document includes a term that disclaims any warranties by Authority (or Service Provider) for Work performed, such term would prevail over the warranties set forth in Section 7.1. hereof.)

1.4 **Other Agreements.** This Master Agreement supersedes all Master Cost Recovery Agreements, Energy Services Agreements or other agreements governing services under the ESP entered into by the Parties prior to the execution of this Master Agreement. Notwithstanding the foregoing, this Master Agreement does not supersede and does not apply to any Other Agreements existing between Customer and Authority. Any projects which Authority has undertaken or undertakes at Customer Facilities pursuant to such Other Agreements, or under prior Energy Services Agreements under which projects remain incomplete as of the date of this Master Agreement, shall be governed by those agreements and related documents, unless otherwise agreed in writing. Termination of this Master Agreement shall have no effect on the Other Agreements which will remain in full force and effect according to their respective terms.

1.5 **Amendments.** This Master Agreement and any other Transaction Document executed in connection herewith may be amended only in writing signed by an authorized officer or designee of Authority and Customer.
ARTICLE II

GENERAL PROJECT STRUCTURE

2.1 Customer Project Commitment or CPC. For each Project undertaken under this Master Agreement, the parties will enter into one or more CPC(s), each of which will state the specific terms and conditions applicable to such Project, segregating the Project into logical phases to be performed consecutively. Each CPC will include, at a minimum, the phasing plan setting forth how the Project will proceed, the location of Customer’s Facility, scope of Work, (including description of milestones, if any), projected Total Reimbursement Costs, and payment terms.

The Authority is not obligated to commence any Work for a particular Project unless or until a CPC is executed by Authority and Customer. Notwithstanding the foregoing, the Parties may agree to expedite the commencement of a portion of the Work associated with a particular Project prior to the execution of a CPC provided that the Parties memorialize such agreement prior to the commencement of such Work in a writing that sets forth the specific items of Work to be commenced and the associated cost of such Work. In such event, Customer agrees to bear the costs of any Work undertaken by Authority or its Service Providers for Customer in preparation for or with respect to such Project or potential Project even if no CPC is ultimately executed.

2.2 Final CPC. As soon as practicable following completion of the Work and receipt of all invoices associated with a Project, Authority will generate a Final CPC which will include all Contingency Work Orders, and all agreed-upon Change Orders, if any. The Final CPC will reconcile the Total Reimbursement Costs set forth in the CPC on the basis of Authority’s actual costs and will supersede all prior CPCs. The Final CPC shall also describe the Project-specific terms for the Work completed at the Facility or Facilities, Customer’s Short-Term Repayment Obligation, and the final repayment terms. Authority and Customer shall execute such Final CPC, which shall be “deemed executed” unless Customer disputes such Final CPC in writing within forty-five (45) days of the Authority’s transmission thereof. If Customer timely disputes the Final CPC, then the Parties shall endeavor to resolve the dispute as expeditiously as possible in accordance with the procedures set forth in Section 11.2; provided, however, that Customer shall pay any undisputed amounts of Customer’s Short-Term Repayment Obligations set forth in the Final CPC in accordance with Article V hereof.

2.3 Contingency Work Order. If unexpected costs and expenses arise during the performance of a Project, the Authority may utilize the Project Contingency, provided that (i) the scope modifications, if any, are consistent with the general nature of the Project; (ii) the modifications do not render the Project ineligible under the Authority’s Energy Services Program requirements; and (iii) the cumulative increased Project costs do not exceed the Project Contingency. Contingency Work Orders may be utilized to account for, among other things, remedial work required due to design or construction omissions (whether remedial work is caused by omissions of Authority, its Service Providers or Customer) to the extent that the requirements set forth above are met. If the requirements for a Contingency Work Order are not met, Authority and Customer may negotiate a Change Order as described in Section 2.4 below.
As the Project Contingency is utilized, the Authority will issue a Contingency Work Order, which shall be effective upon issuance and automatically update the terms of the respective CPC without the need for express Customer approval. Any objections to the manner in which the Authority is utilizing the Project Contingency must be raised by the Customer in writing to the Authority within seven (7) days of the Authority’s issuance of any such Contingency Work Order, or such other period of time identified in the Contingency Work Order. Failure to comply with this notice requirement by the Customer will be deemed a waiver of any claim that (i) the Project Contingency was used improperly; or (ii) that payment on account of such Contingency Work Order is disputed. Upon request, the Authority will provide Customer with periodic reports that establish an accounting of how the Project Contingency is being utilized.

2.4 **Change Order.** Any party to a CPC may at any time by written notice to the other party request modifications to the Work described in the executed CPC. Authority shall provide Customer with a written analysis of the effects of the requested modification(s) and, provided that the requested modification(s) do not materially alter the general scope of the Project, the Parties will negotiate a Change Order to the CPC. No Change Order shall take effect until it is approved within the time period specified in the Change Order by Authority and by Customer in accordance with Customer’s procedures to authorize amendments to the CPC. In the event of a dispute over a request for a Change Order, Authority may elect to proceed with the Work in accordance with the scope of Work as set forth in the CPC (as revised by agreed-upon Change Orders and/or Contingency Work Orders), or the dispute may be treated under the provisions of Section 11.1 hereof.

2.5 **Unforeseen Circumstances or Conditions.** In the event that circumstances or conditions at Customer’s Facility are encountered after a CPC is executed, that may require changes to the Project schedule and/or result in an increase to the Total Reimbursement Costs of the Project, Authority shall as soon as practicable notify Customer. The CPC shall be revised by a Contingency Work Order or a Change Order, as applicable, to incorporate necessary changes to the Project schedule, the scope of Work and/or any increase in the Total Reimbursement Costs, as a result of the existence of the unforeseen circumstance or condition. Customer shall assume any increase in costs as part of its Short-Term Repayment Obligation.

2.6 **Third Party Obligations.** The Authority shall not be held responsible for any action or failure to act of Customer, its officers, employees, agents, representatives or any Third Party, including, but not limited to, any delay in issuance or any non-issuance of a permit or approval necessary to perform or close out the Work under a Project. Any changes to the Project schedule or scope of Work or any increase in the Total Reimbursement Costs caused by such act or failure to act, shall be Customer’s responsibility. If the Third Party conduct necessitates the issuance of a Change Order to compensate the Authority for any changes to the Project schedule, scope of Work or Total Reimbursement Costs resulting from such act or failure to act, Authority may suspend its Work on the Project until Customer approves such Change Order. If Customer fails to approve the Change Order within thirty (30) days of its issuance or the Project is suspended as a result for more than ninety (90) days, Authority, in its sole discretion, may terminate all Project Work and issue a Final CPC as provided in Section 3.4(d) below.

2.7 **Execution and Disputes Regarding Reports.** The execution of a Milestone Completion, Final Inspection, Substantial Completion and Operation Transfer Report or similar
report(s) shall not be unreasonably withheld by either Party, and the Parties shall endeavor to fully execute such report within thirty (30) days after its submittal to Customer or it shall be deemed executed unless it was disputed by Customer in writing within such thirty (30) day period. In the event of any disputes by Customer with respect to such report(s), the Parties shall endeavor to resolve such dispute as expeditiously as possible in accordance with Sec. 11.1 hereof.

2.8 Limitation on Work in Certain Premises. Absent the express written consent of Authority, no Work of any kind shall be performed in any premises of Customer used for private business use within the meaning of Section 141(b) of the U.S. Internal Revenue Code of 1986, as amended.

2.9 Eligibility Criteria. Projects will be undertaken on an individual basis in Customer’s Facilities as deemed feasible and advisable by Authority and mutually agreed to by Authority and Customer. A Project will not proceed unless it satisfies (as determined by Authority in its sole discretion) Authority’s requirements related to reduction in overall primary energy costs, energy conservation, results in environmental benefits and/or other requirements of the Authority’s Energy Services Program, then in effect.

ARTICLE III

SUSPENSION AND TERMINATION OF PROJECTS

3.1 Suspension of Work.

(a) Suspension by Customer. Customer may direct Authority to suspend Work at any Customer Facility by written notice to Authority. Authority, and the Service Providers and Subproviders, will thereupon cease Work at that Facility as soon as practicable.

(b) Suspension by Authority. In addition to any other right by Authority to suspend Work on a Project set forth herein, Authority may suspend Work at any Customer Facility if any of the following occurs: (i) Customer fails to make payment to Authority when due; and such payment default continues for a period of ten (10) days after written notice thereof by Authority to Customer; (ii) circumstances or conditions at Customer’s Facility are discovered after a CPC is executed which require changes to the Project and/or result in an increase to the Project’s Total Reimbursement Costs that cannot be covered by the use of any remaining Project Contingency budgeted for the Project; (iii) a Third Party’s act or failure to act causes a delay to the critical path of the Project schedule that continues for a period of thirty (30) days after written notice thereof by Authority to Customer; (iv) a delay caused by a Force Majeure event continues for a period of fifteen (15) consecutive days; (v) the existence of a hazard not caused by Authority or its Service Provider(s) that threatens the safety and protection of the site, its inhabitants or the public; or (vi) the existence of an unforeseen circumstance or condition the correction of which could reasonably be expected to (A) create an unreasonable risk for Authority or Service Provider not ordinarily associated with projects of similar size and scope (as determined by Authority); (B) create a threat to life or safety of the inhabitants or the public in general, or (C) violate applicable federal, state or local laws, regulations, codes or standards.
(c) **Liability for Cost Increase as Result of Suspension.** The suspension of Work by either Party pursuant to the provisions of this Section 3.1 may adversely impact the Project schedule, the scope of Work and/or the Total Reimbursement Costs. The CPC may be revised by a Contingency Work Order or Change Order, as applicable, to incorporate any necessary changes. Customer shall assume any increase in the Total Reimbursement Costs in full as part of its Short-Term Repayment Obligation unless the suspension was caused by the gross negligence or willful misconduct of Authority, its Service Provider or Subprovider, in which case Customer will not be responsible for any increase in the Total Reimbursement Costs to the extent such increase is caused by such gross negligence or willful misconduct.

(d) **Resumption of Work After Suspension.** In the event Work on a Project was suspended by a Party (whether pursuant to this Section 3.1 or otherwise), Authority and Customer have to agree in writing that Work shall resume before any Work on the Project can continue. In the event Work is suspended for more than ninety (90) days, Authority, in its sole discretion, may terminate Work for that Project and Authority shall issue a Final CPC as provided in Section 3.4(d) below.

3.2 **Emergency.** If an emergency results in or could reasonably be expected to result in personal injury or loss of life or damage or harm to property or public safety, Customer, acting in good faith in order to prevent, avoid or mitigate personal injury or loss of life or damage or harm to property or public safety may direct a Service Provider to suspend Work. Customer shall provide written notification to Authority of the suspension and events leading up to the suspension within eight (8) hours after the emergency has been stabilized. Sections 3.1(c) and (d) shall also be applicable to a suspension under this Section 3.2.

3.3 **Termination of a Project.** Authority may terminate a Project (and the related CPC) at any time upon thirty (30) days’ prior written notice to Customer. In addition, the following incidents shall be deemed to immediately terminate a Project: (i) closure, abandonment, destruction or material damage to the Facility for which Project Work is being performed; (ii) reduction or elimination of energy savings or other modification to the Project that, in the Authority’s opinion, renders the Project ineligible under the Authority’s requirements for inclusion in its Energy Services Program, whether due to removal, by-passing or alteration of equipment or due to any unforeseen event; (iii) discovery of asbestos or other hazardous material in Customer’s Facility that impedes the execution of the Work; and (iv) failure by Customer to make payment to Authority when due and such payment default continues for a period of thirty (30) days after written notice thereof by Authority to Customer.

3.4 **Actions Upon Project Termination or Cancellation.** In the event that a Project is canceled or terminated in whole or in part subsequent to execution of a CPC but prior to completion of such Project, Authority shall:

(a) Discontinue or direct Service Provider(s) to discontinue all Work and the placement of all orders for materials, equipment or labor otherwise required for the Project or terminated part of the Project, as applicable;

(b) Cancel or direct Service Provider to cancel all existing orders and subcontracts related to performance of the Project or terminated part of the Project, as applicable;
(c) Take actions reasonably necessary, or as directed by Customer in writing, for the protection and preservation of the Work and all Project-related equipment, materials and property within Authority’s or Service Provider’s possession and control; and

(d) Issue a Final CPC covering (i) that portion of the Total Reimbursement Cost (excluding the Authority Program Fee) actually incurred by Authority at or prior to such termination/cancellation both for the performed and for the terminated portion(s) of the Work (including, but not limited to, non-cancelable material and equipment not yet incorporated into the Work); (ii) the costs for any additional services performed by Authority or Service Provider pursuant to 3.4(c) hereof; (iii) any wind-down costs incurred by Authority and its Service Providers and Subproviders as a result of the termination/cancellation, along with Service Providers’ and Subproviders’ reasonable and customary overhead and profit on the Work not executed; and (iv) the Authority Program Fee. The Authority Program Fee for a Project that is terminated or canceled prior to completion shall be as set forth in the Compensation Schedule, unless otherwise agreed upon by the Parties in the CPC.

ARTICLE IV

ENVIRONMENTAL PROVISIONS

4.1 Hazardous Materials and Disposal of Waste and Debris.

(a) General Responsibilities. With respect to Authority Implemented Work, Authority shall require that Service Provider and/or Subprovider (as applicable) be responsible for environmental air monitoring and thoroughly cleaning the job site, including the removal of Waste and Debris generated as a result of a Project. Such removal may involve the management, transportation and disposal of Waste and Debris. If in the course of performing the scope of the Project Work as described in the CPC for any Authority Implemented Work, Authority encounters existing Hazardous Materials, including but not limited to Waste, any such materials shall be handled, transported and disposed of in accordance with applicable local, state and federal laws and regulations, as well as Authority’s policies and procedures.

(b) Customer is Generator of Waste. The Customer acknowledges that, in accordance with USEPA and NYS DEC regulations, it is, and remains the Generator of, and holds title to, any Waste encountered during Work performed pursuant to this Master Agreement. If the Customer holds a Hazardous Waste “Generator Identification Number” for the specific site where work is being performed (as defined in Section 3010 of Subtitle C of RCRA), that number will be utilized for any and all hazardous waste disposal. If a Hazardous Waste “Generator Identification Number” does not exist, one may need to be obtained from the USEPA for each site from which Authority removes Waste. The Customer authorizes Authority, where required by USEPA and/or NYS DEC regulations, to apply in the name of the Customer for Hazardous Waste Generator Identification Numbers in order to dispose of Waste pursuant to this Master Agreement and to act as the contact Party for such applications. To the extent that the Customer is the generator of the Waste, a duly authorized representative of the Customer must sign such applications when requested by Authority. The Customer also authorizes Authority, where required by USEPA and/or NYS DEC regulations, to prepare, in the name of the Customer, any manifests or other forms required for the disposal of the Waste generated pursuant to activities under this Master
Agreement. A duly authorized representative of the Customer shall sign any manifests or other shipping records required to ship Waste offsite for disposal.

(c) Notification and Cost of Waste Disposal. With respect to Authority Implemented Work, Authority shall advise Customer (whenever possible, in advance of removal) where material determined to be Waste has been encountered which must be disposed of pursuant to USEPA and NYS DEC regulations. Authority shall keep the Customer fully informed of Authority's activities on its behalf and shall provide the Customer with copies of all applications and other materials provided or received in connection with actions taken pursuant to this authorization. The direct costs of Waste disposal will be included in the Final CPC. Any costs to Authority relating to the Project that may arise subsequent to the time the Final CPC is executed (or deemed executed) under present or future laws or regulations due to pollution, clean-up or otherwise at the site of disposal shall be borne by the Customer. If, however, such costs are due to the negligence or willful acts of Authority's Service Provider or Subprovider or due to the willful acts of Authority, the Customer shall not be responsible. With respect to Authority Implemented Work, Authority shall use reasonable diligence in overseeing the removal and disposal of Waste, shall maintain complete and accurate records thereof, and shall make those records available to the Customer upon request. In addition, any existing equipment determined by the Customer to be useful to the Customer may, at the Customer's request, be retained by the Customer and shall be the sole responsibility of the Customer.

(d) Customer Disposal of Waste. Notwithstanding the foregoing, the Customer shall have the option of disposing of Waste and Debris generated as a result of a Project at its own expense in accordance with all applicable local, state and federal laws and regulations, as well as Authority's policies and procedures.

4.2 Remediation. The Customer shall be responsible for the performance of any Remediation required under applicable local, state and federal Environmental Laws in order to address the existence or suspected existence of Hazardous Substances in, on, or under the job site that are discovered or encountered during Work performed and any Release or threatened Release in, on, under, over or migrating to, from or through the job site. The Customer shall promptly take all actions as are necessary to perform Remediation of any such Release or Discovery, and such other work as may be required by any Governmental Authority to safeguard the health, safety or welfare of any persons, the land and any improvements thereon or there under, from any Release or threatened Release or Discovery. In the case any Remediation is required, the Customer shall be responsible for restoring the affected portion or portions of the job site, together with any and all affected soil and groundwater, to the functional and topographical condition that existed prior to the Release and Remediation, as well as to the condition required by Environmental Laws, and as necessary to satisfy the requirements of any Governmental Authority exercising jurisdiction with respect to the job site for such Release or Discovery.

4.3 Environmental Indemnification. Customer shall be solely responsible for any and all loss, damage or injury to persons or property and for any cleanup costs associated with any site where Waste and Debris are disposed of or comes to be situated including, but not limited to, response and remedial costs. In addition, to the extent permitted by law, the Customer shall, or shall require its Service Provider and Subproviders to, at their sole cost and expense, indemnify, defend and hold harmless Authority and the State of New York against any loss, liability
(including, without limitation, judgments, attorney’s fees, court costs, penalties or fines), or expenses of any type (including, but not limited to, required corrective actions) which Authority or the State of New York incurs because of injury to, or death of any person, or on account of damage to property, or any other claim arising out of, in connection with, or as a consequence of (a) the disposition or use of retained equipment by the Customer or anyone for whose acts the Customer may be liable, and (b) any cleanup costs associated with any site where Waste and Debris are disposed of or come to be situated traceable to such Waste and Debris including, but not limited to, response and remedial costs.

ARTICLE V

RECOVERY OF COSTS/REPAYMENT OBLIGATION

5.1 Project Cost. Authority shall initially pay for and/or incur costs for all components of the Total Reimbursement Costs applicable to a Project at the selected Customer Facility. Customer agrees to pay the Authority the Total Reimbursement Costs specified in the respective CPC as reconciled by the Final CPC.

5.2 Total Reimbursement Costs. The following components of the Total Reimbursement Costs may be delineated in a CPC for a particular Project:

   (a) Material Cost. The Material Cost represents the cost of materials, equipment, fixtures, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

   (b) Labor Cost. The Labor Cost represents (i) the sum of all wages paid to skilled trade and craft workers, plus employee benefits, payroll taxes, insurance and related costs; or (ii) the fees paid to skilled trade and craft workers that are not employees, in each case as represented on the Service Providers’ or Subproviders’ invoice.

   (c) Project Contingency. The Project Contingency, or a portion thereof, actually applied by the Authority to the Project as set forth in a Contingency Work Order.

   (d) Service Provider Fees. The Service Provider Fees represent the costs associated with the payment of Service Providers, Subproviders and other third party professionals based on actual invoices, individual billing rates based on hourly increments, or a percentage fee applied to certain Project costs, plus reimbursable expenses;

   (e) Authority Program Fee. The Authority Program Fee reimburses Authority for services provided by Authority during the implementation of a Project. The Authority Program Fee can be based on a percentage fee applied to certain Project costs, a lump sum fee, individual billing rates based on hourly increments and/or other fee arrangements identified in the Compensation Schedule.

   (f) Short-Term Interest. Short-Term Interest reimburses the Authority for costs incurred in connection with financing the delivery of a Project. It is based on the underlying source
of funds chosen by the Authority, in its sole discretion, to finance a Project during its implementation and may vary depending upon the actual financing product the Authority selects. In addition to the actual interest expense incurred by the Authority on the short-term debt issued for Project expenses, Short-Term Interest may include additional fees for administering the financing program including but not limited to costs incurred to secure liquidity facilities, remarketing services, purchase of an interest rate cap(s), issuing and payment agents and other financing related costs and credit premiums, if any.

(g) Other Project-Related Costs. Other Project-related costs may include Authority Material Handling Fee, Waste disposal costs, additional Project-specific insurance, surety bond costs, specialty services and other Project-specific costs not otherwise included in any of the above categories.

5.3 Billing. The specific billing method for each Project is set forth in the CPC and/or the long-term financing agreement associated with the particular Project. The final repayment amount due to the Authority will be the Total Reimbursement Costs as reconciled in a Final CPC to reflect adjustments to account for payments made or additional charges incurred by Customer and will constitute the Customer’s Short-Term Repayment Obligation. In the event a Project is terminated before completion, Authority shall issue a Final CPC as provided in Section 3.4(d).

5.4 Payment.

(a) Payments. Customer shall pay any invoiced amounts to Authority within thirty (30) days of Customer’s receipt of Authority’s invoice. Any outstanding amounts not paid within such thirty (30) day period shall accrue additional Short-Term Interest until the date when payment is made in full. Such additional Short-Term Interest will be reflected on subsequent invoices and/or the Final CPC.

(b) Late Payment. Customer’s final Short-Term Repayment Obligation shall be fully repaid on or before the Short-Term Repayment Obligation Maturity Date. Any amount due and unpaid on the Short-Term Repayment Obligation Maturity Date shall be subject to a late payment charge determined as the greater of (i) interest in accordance with the late payment rate set forth in State Finance Law §179(g); or (ii) the late charges payable under the terms of Authority’s electric service, in accordance with provision 454.6 (b) of Authority’s Rules and Regulations for Power Service, as such regulation may be amended from time to time. Authority, in its sole discretion, may waive the application of such late payment charge for a Project upon sufficient justification demonstrated by Customer.

5.5 Grants and Funding. Authority may pursue and apply for grants or other available funding for the respective Project, where applicable, when authorized by Customer. The Customer may assign the right to receive such grants or other available funding to the Authority, and the Authority may, at its sole discretion, accept such assignment. If Authority accepts such assignment, the Authority will apply the funds to reduce the Total Reimbursement Costs, provided the funds are actually received by the Authority by the Short Term Repayment Obligation Maturity Date.

5.6 Long-Term Financing for Capital Projects. Should Customer require financing to satisfy its Short Term Repayment Obligation for a Capital Project, the Customer may apply for
permanent long-term financing through any of the financing products offered by the Authority to convert Customer’s Short-Term Repayment Obligation to a Long-Term Repayment Obligation. Authority may agree to such financing, in its sole discretion. Regardless of whether the Customer elects to utilize any of the Authority’s available financing products, the Customer is responsible for satisfying its Short Term Repayment Obligation within the time constraints set forth herein.

If the Customer is interested in any of the Authority’s long-term financing products, it must indicate its interest by marking the appropriate section of the CPC for the design phase of a Capital Project. To be eligible for the Authority’s long-term financing products, Customer must comply with the Authority’s policies and procedures for long term repayment. If Customer’s long-term financing application is approved by the Authority, the Parties’ obligations with respect to long-term financing will be set out in a separate loan agreement with terms and conditions agreed to by the Parties. This long-term financing option will allow the Customer to convert the Short-Term Repayment Obligation to a Long-Term Repayment Obligation.

ARTICLE VI

INSURANCE REQUIREMENTS.

Authority’s agreements with the Service Providers shall provide that the Service Provider or Subproviders shall obtain and maintain the policies of insurance with the identified limits set forth in Section 6.1, unless additional policies of insurance and/or higher limits are required under the applicable CPC. The costs of such insurance will be part of the Total Reimbursement Costs.

6.1 Insurance Requirements:

(a) Workers’ Compensation (inclusive of New York State disability benefits) and Employer’s Liability coverage;

(b) Commercial General Liability insurance policy, including Contractual Liability and Products/Completed Operations Liability coverages, with limits of not less than $2,000,000 per occurrence for bodily injury and not less than $2,000,000 for property damage, such policies naming Authority and the State of New York as additional insureds under the policy;

(c) Automobile Liability coverage with a minimum limit of $1,000,000 per accident; and

(d) if required under the applicable CPC:

(i) Pollution Liability, including coverage for asbestos abatement, with minimum limits of $1,000,000 per occurrence;

(ii) Professional Liability insurance with a minimum limit of $1,000,000; and

(iii) Builder’s risk insurance in the amount of the estimated Total Reimbursement Cost to be issued on a replacement cost basis without optional deductibles and
will include the interests of Customer, Authority, and the Service Providers. Such insurance shall be maintained until final payment has been made by Customer to Authority.

6.2 Adjustments. The types of insurances required and/or policy limits listed in Sections 6.1 above may be adjusted as Customer and Authority deem appropriate in connection with a specific CPC. The form and sufficiency of each insurance policy required to be obtained hereunder by the Service Provider or Subprovider shall be subject to approval by Authority. Authority shall hold all Certificates of Insurance submitted to the Authority by its Service Providers and Subproviders with respect to any Project implemented under this Master Agreement.

6.3 Customer Insurance Requirements. With specific regard to the ESP equipment, for so long as any portion of Customer’s Short-Term or Long-Term Repayment Obligation, as applicable, remains unpaid, Customer shall procure an all risk policy of insurance which will insure the equipment for full replacement cost value against loss while the equipment is in Customer’s care, custody and control. The insurance policy shall name Authority and the State of New York as additional insured and loss payees, and shall contain a full waiver of subrogation against Authority, its agents, Service Providers, Subproviders and the State of New York. Customer shall also procure a Commercial General Liability insurance policy with minimum limits of $5,000,000 per occurrence for bodily injury and property damage naming Authority and the State of New York as additional insured. In lieu of obtaining all risk and commercial general liability insurance, Customer may request in writing to Authority to self-insure against risk of loss. Authority may approve or deny such request in its sole discretion. Customer agrees to provide any relevant documents or information requested by Authority in order for Authority to make the determination that Customer has sufficient resources to self-insure. The decision to self-insure will not relieve Customer of any of the obligations imposed herein and shall afford Authority the protection against loss and rights it would have received, if Customer had obtained such policies of insurance.

ARTICLE VII

WARRANTIES, DAMAGES, LIABILITY, ETC.

7.1 Service Provider’s Warranty Requirements. Authority’s agreements with its Service Providers shall provide that all Work performed and any materials provided by the Service Providers under the agreements shall be free from any defects. Such agreements shall further provide that any defective Work or materials identified within one (1) year after (i) execution (or deemed execution) by the Parties of a Substantial Completion and Operation Transfer Report or (ii) if no such report must be signed, completion of the Project, shall be promptly corrected, repaired, replaced, re-performed or otherwise remedied by the Service Provider and/or Subprovider(s) at no additional expense to Customer. Authority’s agreements with Service Providers shall also provide that any manufacturers’ warranties for equipment installed at Customer’s Facilities be assigned to Customer.

Authority shall have no obligation to assist Customer with any warranty claims against a Service Provider or equipment manufacturer. Customer shall coordinate any warranty claims directly with the respective Service Provider or equipment manufacturer.
7.2 **Authority Warranty Disclaimer.** THE WARRANTY PROVIDED BY SERVICE PROVIDER AND THE ASSIGNED WARRANTIES OF THE EQUIPMENT MANUFACTURERS ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. AUTHORITY EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION OR QUALITY NOT EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW. NO AFFIRMATION OF AUTHORITY, BY WORDS OR ACTION, SHALL CONSTITUTE A WARRANTY. DESCRIPTIONS, SPECIFICATIONS, DRAWINGS, AND OTHER PARTICULARS FURNISHED TO CUSTOMER ARE ONLY ESTIMATES AND DO NOT CREATE A WARRANTY.

7.3 **Projected Energy Savings.** Authority and its Service Providers shall use their best efforts to prepare accurate engineering estimates. After energy efficiency Work is completed in Customer’s Facility, it is the intent and expectation of the Parties that Customer’s annual energy usage for that Facility shall not increase above the pre-installation level except due to changes in rates or increases in usage not related to the implementation of the ESP Work. Customer is responsible for providing Authority with accurate information concerning the operation of its Facility. Customer understands that the projected energy savings are based upon such Customer input. It is Customer’s sole responsibility to ensure that the expected energy savings meet Customer’s satisfaction at the time the CPC for a Project is executed.

AUTHORITY HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ENERGY SAVINGS PROJECTED BY AUTHORITY OR OTHERWISE EXPECTED BY CUSTOMER THAT CANNOT BE ACHIEVED.

7.4 **Uncontrollable Forces.** Authority shall not be responsible for delays or failures in performance resulting from occurrences beyond its reasonable control including, but not limited to, acts of God, strikes, walkouts, acts of war, or any law, regulation, or action of any court or governmental authority, fire, malfunctions in communication lines or computer hardware, power failures, shipping or delivery delays or other events caused by those not party to this Master Agreement (including, without limitation, any Third Parties, and any Service Providers or Subproviders of Authority). In the event Authority or the Service Providers or Subproviders are unable to fulfill any obligations hereunder by reason of such uncontrollable forces, Customer will be notified in writing and the completion dates described in the CPC will be extended by the amount of additional time reasonably necessary to complete the Work. If necessary, Authority will issue a Contingency Work Order or a Change Order, as applicable.

7.5 **Damages, Indemnification by Service Provider.**

(a) **Damages.** Authority’s agreements with the Service Providers shall include a provision that all damage of whatever nature resulting from the performance of the Work or resulting to the Work during its progress, from whatever cause shall be borne by the Service Provider, and all Work performed shall be solely at the Service Provider’s risk until the Work has been finally inspected and accepted by Authority. The Service Provider, however, shall not be responsible for damages resulting from gross negligence or willful misconduct of officials or employees of Authority or Customer.
(b) **Indemnification.** Authority’s agreements with the Service Providers will include a provision that to the extent permitted by law, the Service Provider shall assume the entire responsibility and liability for and defense of, and pay and indemnify, Authority, Customer, and the State of New York (where a Project undertaken for Customer is located on property of New York State), against any loss, damage, expense or liability and will hold each of them harmless from and pay any loss, damage, cost or expense (including without limitation, judgments, attorney’s fees, and court costs) which Authority, Customer or the State of New York incur because of injury to or death of any person or on account of damage to property, or any claim arising out of, in connection with, or as a consequence of, the performance of the Work and/or any act or omission of the Service Provider or any of its Subproviders, employees, agents or anyone directly or indirectly employed by the Service Provider or anyone for whose acts the Service Provider may be liable.

7.6 **Limitation of Authority’s Liability.**

(a) **Obligation to Exhaust Remedies against Service Provider.** In the event of any alleged Authority liability to Customer, Customer shall first pursue and exhaust all remedies in law against the Service Providers and Subproviders and under the insurance identified in Article VI above and carried by the Service Providers and Subproviders before making any claim or taking any action against Authority.

(b) **Exclusion of Indirect, Incidental, Consequential Damages.** To the fullest extent permitted by law, Authority shall not be liable to Customer, for any indirect, special, incidental, or consequential damages of any kind (including without limitation, any loss of property or equipment, loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment, including additional expenses incurred in using existing facilities) related to or arising in connection with this Master Agreement or any other Transaction Document executed in connection herewith, regardless of the form of action (whether in contract, tort or otherwise), even if Authority has been advised of the possibility of such damages.

(c) **Total Liability Cap.** The Parties agree that in no event shall Authority’s total liability (whether in contract, tort or otherwise) for all claims relating to a Project exceed ten percent (10%) of the Total Reimbursement Costs for such Project set forth in the respective CPC.

(d) **No Limitation of Service Provider/Subprovider Liability.** Nothing in this Section 7.6 shall be construed as limiting the liability of a Service Provider or Subprovider to Authority or Customer in connection with the performance of such Service Provider’s or Subprovider’s Work on Customer’s premises.

7.7 **Customer’s Responsibility for Project Equipment and Performed Work.** Upon delivery at Customer’s Facility, Customer shall be responsible for all damage to all Project materials, supplies and equipment of every description and all Work performed at Customer’s site unless such damages are caused by Authority or its Service Providers or Subproviders.
ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual Property: Proprietary Information.

(a) Intellectual Property Rights. Neither Party shall acquire, directly or by implication, any ownership of any Background Intellectual Property Rights of the other Party. Each Party shall retain title to any Intellectual Property Rights developed, authored, conceived or reduced to practice independently and solely by that Party during the performance of this Master Agreement without the other Party's Background Intellectual Property Rights. Notwithstanding any of the foregoing, it is agreed by the Parties that Authority shall be the sole owner of all Intellectual Property Rights related to any Project which is jointly developed, invented or otherwise generated during the performance of this Master Agreement or any Transaction Document.

(b) Work Product: Proprietary Information. Unless and until Customer has repaid its Short-Term or Long-Term Repayment Obligation, as applicable, the Facility data, evaluations, design and other information produced by Authority or its Service Providers in connection with a Project shall be the property of Authority. Customer shall have the right to use any such proprietary information for the maintenance of Project installations in its Facilities. Upon payment in full by Customer, such information shall become the property of Customer. Any information identified as confidential which is exchanged by Authority and Customer shall be duly protected by the recipient to the extent permitted by law. It is understood that the Public Officers Law and other statutes and regulations regarding Freedom of Information may require the disclosure of information in certain situations.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. This Master Agreement shall end on _____________ __, 2027, unless earlier terminated in writing by either Party in accordance with the terms of this Master Agreement.

9.2 Termination of Master Agreement. Unless otherwise provided in this Master Agreement, either Authority or Customer may terminate this Master Agreement at any time upon one hundred twenty (120) days’ prior written notice to the other Party.

9.3 Pending Projects. Authority and Customer acknowledge that a Project implemented pursuant to a CPC executed during the Term of this Master Agreement may extend beyond the expiration or early termination of this Master Agreement. Provided that the Project was commenced pursuant to a CPC that was executed during the Term of this Master Agreement, then this Master Agreement will be extended, as it applies to such CPC only and for the sole purpose of completing the Project. The Project implemented pursuant to such CPC may continue until completed or otherwise terminated earlier pursuant to the terms and conditions of this Master Agreement.
9.4 **Extension.** This Master Agreement may be renewed at the end of the current term for an additional period, such additional period not to exceed a period equal to the original Term, to be mutually determined by the Parties in writing and signed by an authorized officer or designee of Authority and Customer.

**ARTICLE X**

**GENERAL OBLIGATIONS OF THE PARTIES**

10.1 **Authorized Representatives.**

(a) **Customer’s Authorized Representative.** For each Project, Customer shall designate a Customer’s Authorized Representative and shall inform Authority in writing accordingly. If Customer desires to change its Customer Authorized Representative, it must notify Authority in writing (in accordance with notice requirements set forth herein) at least five (5) business days prior to such change. Customer’s Authorized Representative shall coordinate the Project on behalf of Customer and assist Authority and the Service Providers and Subproviders with the implementation of the Project in the selected Facilities of Customer. Customer’s Authorized Representative shall be responsible to obtain all necessary approvals, authorizations, and signatures of Customer with respect to any CPC, Change Order, Final CPC and other Transaction Document.

(b) **Authority’s Authorized Representative.** For each Project, Authority shall designate an Authority’s Authorized Representative and shall inform Customer accordingly. Authority’s Authorized Representative shall coordinate the Project on behalf of Authority and communicate with Customer. Authority will inform Customer of any changes to its Authorized Representative.

10.2 **Authority Obligations.** With respect to any Authority Implemented Work, Authority shall comply with the following:

(a) **Reporting and Information.** Authority shall keep Customer informed as to the progress of the Work and shall provide Customer with periodic reports of all activities by the Service Providers and Subproviders at Customer’s Facilities. Authority and its Service Providers shall meet with representatives of Customer upon reasonable notice to discuss any matters concerning the Projects.

(b) **Permits, Licenses, Authorizations.** Authority shall require that the Service Providers and Subproviders obtain and maintain all permits, licenses and authorizations required to perform the Work in Customer’s Facilities and that they will comply with all applicable local, state and federal laws, guidelines and regulations, including applicable local, state and federal building, fire and electrical codes and standards. Any costs associated with permits and licenses that must be obtained by Service Provider or Subprovider for a specific Project will be reflected in the Total Reimbursement Costs. Notwithstanding the foregoing, neither Authority nor Service Provider (or Subprovider) shall be responsible for closing out open permits obtained by Service Provider (or Subprovider) due to existing deficiencies or code violations in Customer’s Facility which are outside the Project scope.
(c) **Service Provider/Subprovider Performance.** Authority shall require its Service Providers and Subproviders to comply with regulations governing access to and performance of the Work in the selected Customer Facilities and to perform such Work in such a manner as to not unreasonably interfere with Customer's business at the Facilities. Authority shall also require its Service Providers and Subproviders to comply with Customer's operational and safety requirements, which in certain instances may require substantial supervision and control over the site by Customer.

(d) **Records.** Authority's Service Providers shall maintain accurate records of Project Work for a period of six (6) years after completion of a Project.

10.3 **Customer Obligations.** With respect to any Project entered into in connection with this Master Agreement, Customer shall have the following rights and obligations:

(a) **Right to Inspect.** Customer and Customer's Authorized Representative may observe and inspect all Work in any of Customer's Facilities and shall have the right to attend all Project job meetings, upon written notice of its intent to attend a particular meeting.

(b) **Attendance at Meetings.** Upon reasonable request and notice from Authority or Service Provider, Customer shall attend meetings scheduled by Authority or Service Provider to discuss any Project-related matters.

(c) **Site Rules and Regulations.** Customer must promptly notify Authority of any site specific construction, safety, technical or other requirements and restrictions related to its Facility(ies) prior to the start and during the Project. If Customer becomes aware of any defect in the Work or any failure of Authority or the Service Provider or Subprovider to meet the respective Project requirements, the Customer shall give prompt notice to Authority.

(d) **Access.** Customer shall provide Authority and its Service Providers safe, proper and timely access to the Facility as necessary to perform the Work. Upon Authority's request, Customer's Authorized Representative will accompany Authority and its Service Providers to Customer Facilities. Customer shall promptly provide verbal and written notice of limitations or changes in site access.

(e) **Permits and Licenses.**

(i) Customer shall provide Authority or Service Provider with such assistance (including, but not limited to, all necessary information requested by Service Provider) as may be required for Authority or Service Provider to obtain all permits, licenses and authorizations necessary to perform the Work in accordance with all applicable local, state and federal laws, regulations, codes and standards applicable to the Facility.

(ii) Customer shall be responsible and shall hold all licenses, permits, authorizations and regulatory approvals necessary for the lawful conduct of its business as presently conducted, and shall comply with all applicable statutes, laws, ordinances, rules and regulations of all governmental bodies, agencies and subdivisions having, asserting or claiming jurisdiction over it, with respect to any part of the conduct of its business and corporate affairs.
(f) **Project Equipment.** As long as Customer’s Short-Term or Long-Term Repayment Obligation, as applicable, remains outstanding, (i) Customer will keep all Project-related equipment free from any and all liens, claims, encumbrances, and the like; (ii) Customer will not grant a security interest in such equipment to any party without the prior written consent of Authority; (iii) the equipment will remain at the Facility site as designated in a CPC; (iv) Customer will not sell, offer for sale, transfer, or dispose of such equipment without notice to Authority; (v) Customer will not use or permit any person to use the equipment in a manner prohibited by law or in a manner which would void any manufacturer’s warranty; (vi) Customer agrees to maintain the equipment in good order and repair at all times, and will not waste or destroy the equipment or any part of it; and (vii) Customer will keep the equipment insured in accordance with the requirements set forth in Section 6.3 hereof.

(g) **Coordination.** Customer shall be responsible for facilitating coordination with Third Parties as required. Furthermore, Customer shall promptly resolve any disputes or issues that arise with any Third Parties. Customer shall be responsible for any changes to the Project schedule, the scope of Work and/or the Total Reimbursement Costs resulting from any delays due to unresolved disputes or issues with Third Parties pursuant to Section 2.6 hereof.

(h) **Review and Approval.** Customer will promptly review any documents submitted to it by Authority requiring Customer’s decision and shall render any required decision pertaining thereto without undue delay.

(i) **Assistance; Timely Performance.** Customer shall cooperate with Authority and its Service Providers and Subproviders and provide Authority with such other assistance as necessary to facilitate the performance of the Work. Customer shall perform all obligations set forth in this Master Agreement and any other Transaction Document in a timely manner so as to permit the orderly progress of the Projects. Authority shall not be responsible for any Project delays due to Customer’s non-compliance with its obligations set forth herein or in a Transaction Document.

**ARTICLE XI**

**MISCELLANEOUS**

11.1 **Disputes.** In the event of any dispute regarding ESP Work at any Customer Facility, Work there may be suspended by Authority until the matter is resolved to the mutual satisfaction of the Parties in accordance with the procedures set forth in Section 11.2 hereof. In the event the Parties are unable to resolve any such dispute after good faith efforts, the Work at that Facility shall terminate and Authority shall issue a Final CPC as provided in Section 3.4(d) hereof.

11.2 **Dispute Resolution.** The Parties shall use good faith efforts to settle promptly all disputes arising under this Master Agreement or in connection with any ESP Work. In the event that any dispute, including but not limited to a billing dispute, a dispute regarding the quality of the Work, or a dispute regarding the interpretation of this Master Agreement, arises and cannot be resolved in the normal course of business by operating personnel within twenty (20) days after commencement of a dispute, either Party may give the other Party formal notice of the dispute in accordance with the notice requirements set forth herein. In the event that such notice is given,
the Parties shall attempt to resolve the dispute by negotiation between representatives who have the necessary authority to resolve the dispute in question. Within twenty (20) days after delivery of the notice, the receiving Party shall consider all information relevant to the dispute and shall submit to the other Party (in accordance with the notice requirements set forth herein) a proposal for resolution. Thereafter, the representatives shall confer in person or by telephone, promptly and no later than five (5) days after receipt of the proposal for resolution, to attempt to resolve the dispute. All reasonable requests for information by one Party to another Party will be honored.

To the extent that disputes are not resolved pursuant to this process, the Parties reserve all rights under law or equity to seek and pursue remedies through the judicial process.

11.3 Publicity.

(a) Public Announcements. No marketing, publicity, promotion, social media, or advertising regarding this Master Agreement, or any Project undertaken pursuant to this Master Agreement, will be issued by Customer without Authority’s prior written approval, which approval will not be unreasonably withheld. Any responses to news media inquiries or social media activities developed by Customer, related to this Master Agreement, or any Project undertaken pursuant to this Master Agreement, must be coordinated with Authority for review and approval prior to their release. Letters, speeches, news and/or press releases, articles for publication, website and social media postings, etc., related to this Master Agreement, or any Project undertaken pursuant to this Master Agreement, must be coordinated with Authority for review and approval prior to their release. Any and all communications, whether verbal, electronic or written, must be submitted to Authority’s Corporate Communication Business Unit for prior review and approval. Customer agrees to abide by these terms regarding public announcements during the term of this Master Agreement and for a period of two (2) years following the expiration or termination of this Master Agreement.

(b) Signage. The parties agree that Authority may, at no cost to Customer, install and maintain appropriate publicity signage at or in the vicinity of a Project. Customer will cooperate with Authority, and/or any third-party vendor designated by Authority, by timely responding to any questions regarding the design, manufacture, installation and maintenance of the signage. Customer will provide ordinary maintenance to the signage and promptly notify Authority after Customer becomes aware of any damage that may occur to the signage. The publicity signage may include the identity of the Project, including a brief statement highlighting the Project, any applicable Authority program, New York State program or other initiative under which the Project is implemented and the identity of the parties supporting the Project, including those parties’ respective logos. The publicity signage is intended to be placed in an area of Customer’s designation with significant public visibility within close proximity to the Project. Authority will be responsible for removing the publicity signage upon the conclusion of a Project, or such earlier time as either Party deems it appropriate.

11.4 Notices. All notices permitted or required hereunder or in connection with any Transaction Document shall be in writing and transmitted either: (i) via certified or registered United States mail, return receipt requested; (ii) by personal delivery; (iii) by expedited delivery service; or (iv) by e-mail, with a copy sent via U.S. Mail.
Such notices shall identify the Master Agreement and the Transaction Document to which it relates, and be addressed as follows or to such different addresses as the Parties may from time-to-time designate in accordance herewith:

**To Authority:**
NEW YORK POWER AUTHORITY
PROCUREMENT DIVISION
Name: John Canale
Title: Vice President, Procurement
Address: 123 Main Street, 5th Floor, White Plains, NY 10601
E-Mail Address: john.canale@nypa.gov

**with a copy to:**
NEW YORK POWER AUTHORITY
LAW DEPARTMENT
Name: Debra Hopke, Esq.
Title: Principle Attorney
Address: 123 Main Street, 11th Floor, White Plains, NY 10601
E-Mail Address: debra.hopke@nypa.gov

**To Customer:**
[CUSTOMER NAME]
Name:
Title:
Address:
E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt. The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Master Agreement (and any Transaction Document) by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Master Agreement.

11.5 **No Waiver.** The failure of any Party to insist upon strict adherence to any term of this Master Agreement or any Transaction Document executed in connection herewith on any occasion shall not be considered a waiver nor deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Master Agreement.

11.6 **Assignment.** This Master Agreement and any Transaction Document executed in connection herewith may not be assigned, transferred nor conveyed by either Party without the prior written consent of the other Party. Any attempted assignment, transfer or conveyance without such consent shall be entirely void ab initio and have no force or effect.
11.7 **Governing Law; Venue.** This Master Agreement (and any Transaction Document executed in connection herewith) and any and all disputes arising in connection herewith (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than New York. Any action at law, or in equity, for the enforcement of this Master Agreement (and any Transaction Document executed in connection herewith) or any dispute arising in connection herewith shall be instituted only in a court of competent jurisdiction located in the County of Albany, State of New York.

11.8 **No Third Party Beneficiaries.** Nothing contained in this Master Agreement shall, directly or indirectly, create a contractual relationship with, or give any claim or right of action in favor of, any third party (including, without limitation, any Service Provider or Subprovider) against Authority.

11.9 **Severability.** The invalidity or unenforceability of any provisions of this Master Agreement or of any Transaction Document executed in connection herewith shall not affect the validity or enforceability of any other provisions of this Master Agreement or Transaction Document, as applicable, which other provisions shall remain in full force and effect.

11.10 **Survival of Provisions.** The articles that contain provisions related to the following will survive the expiration, termination or completion of this Master Agreement: Conflict and Order of Precedence; Recovery of Costs and Repayment Obligation, Warranty, Damages, Liability, Ownership of Installed Work and Intellectual Property, Publicity; and Governing Law, Venue.

11.11 **Not Construed Against Drafter.** Authority and Customer acknowledge that they have read this Master Agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. Under these circumstances, Authority and Customer agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Master Agreement and that in the event of any ambiguity in any of the terms or conditions of this Master Agreement, including any exhibits or schedules hereto, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author same.

11.12 **Headings.** The articles and section headings contained in this Master Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Master Agreement.

11.13 **Counterparts.** This Master Agreement may be executed in counterparts via inked signature or electronic mark, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The fully executed Master Agreement may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

**SIGNATURE PAGE FOLLOWS**
IN WITNESS WHEREOF, the parties hereto have duly executed this Master Agreement as of the effective date first written above.

POWER AUTHORITY OF THE STATE OF NEW YORK

By: 
Name: John Canale
Title: Vice President, Procurement
Date: 

[CUSTOMER]

By: 
Name: 
Title: 
Date: 

Signature Page to Master Cost Recovery Agreement No. ___________________
STATEWIDE COMPENSATION SCHEDULE

As compensation for services rendered by the Authority under the Master Agreement, the Customer will pay the Authority Program Fee as set forth below.

A. CAPITAL PROJECTS

I. AUTHORITY PROGRAM FEE

For Capital Projects, the Authority Program Fee is calculated as a percentage of the cumulative sum of all costs related to a Project, including, but not limited to all Material Costs; Labor Costs; Service Provider Fees; the amount of the Project Contingency applied as a Project cost; and other Project-related costs and expenses. The Authority Program Fee is in addition to all such costs related to a Project. The Authority Program Fee percentage will be fixed upon execution of the CPC for the installation phase.

1. Authority Program Fee when Service Provider performs Work

The following table sets forth the Authority Program Fee where the Authority delivers a Project using one or more Service Providers to perform audit, design, construction management and/or installation.

<table>
<thead>
<tr>
<th>Project Size (in millions)</th>
<th>Authority Program Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $3M</td>
<td>12.5%</td>
</tr>
<tr>
<td>$3M - $6M</td>
<td>12.0%</td>
</tr>
<tr>
<td>$6M - $12.5M</td>
<td>11.5%</td>
</tr>
<tr>
<td>$12.5M - $40M</td>
<td>11.0%</td>
</tr>
<tr>
<td>$40M - $60M</td>
<td>10.5%</td>
</tr>
<tr>
<td>&gt; $60M</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

2. Authority Program Fee when Authority and Service Provider perform Work

The following table sets forth the Authority Program Fee where the Authority will be performing design and construction management with its own forces using one or more Service Providers to perform installation. If the Authority procures material directly in lieu of using one of its Service Providers, there will be an additional Material Handling Fee of 1.5% charged on the Material Cost of the Project.

<table>
<thead>
<tr>
<th>Project Size (in millions)</th>
<th>Authority Program Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $3M</td>
<td>27.5%</td>
</tr>
<tr>
<td>$3M - $6M</td>
<td>27.0%</td>
</tr>
<tr>
<td>$6M - $12.5M</td>
<td>26.5%</td>
</tr>
<tr>
<td>$12.5M - $40M</td>
<td>26.0%</td>
</tr>
<tr>
<td>$40M - $60M</td>
<td>25.5%</td>
</tr>
<tr>
<td>-------------</td>
<td>-------</td>
</tr>
<tr>
<td>&gt; $60M</td>
<td>25.0%</td>
</tr>
</tbody>
</table>

3. **Authority Program Fee when Authority provides Audit Services Only**

The Authority Program fee for providing Audit services not contemplated as part of a full project (i.e. design, construction management and/or installation) is calculated as twenty-five percent (25%) of the costs related to the Audit.

### II. MILESTONE PAYMENTS

To the extent applicable, the Authority Program Fee will be paid on milestones as detailed in the CPC or as otherwise mutually agreed upon.

### III. AUTHORITY FEE IN THE EVENT OF PROJECT TERMINATION

1. **Termination at or after Audit Phase**

   If a Project is terminated at or after the audit phase, but prior to moving forward with any design or implementation, the Authority’s Program Fee is calculated as twenty-five percent (25%) of the actual costs associated with such audit.

2. **Termination during Design, Procurement or Installation Phase**

   If a Project is terminated in whole or part during the design, procurement or installation phase, the Authority’s Program Fee for the Project will be the cumulative percentage value at the current milestone (as if it had been achieved) and calculated based on the estimated Project costs, including, but not limited to all Material Costs; Labor Costs; Service Provider Fees; the amount of the Project Contingency applied as a Project cost; and other Project-related costs and expenses up through the current milestone (as if it had been achieved). For the purposes of calculating the Authority’s Program Fee, the then current milestone is assumed complete once the Project is canceled.

The following table sets forth the Authority Program Fee percentage segmented by milestone.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>% of Authority's Program Fee</th>
<th>Cumulative Authority Program Fee Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% Design</td>
<td>10%</td>
<td>10% + (audit cost)</td>
</tr>
<tr>
<td>90% Design</td>
<td>15%</td>
<td>25% + (audit cost)</td>
</tr>
<tr>
<td>100% Design &amp; Bidding</td>
<td>15%</td>
<td>40% + (audit cost)</td>
</tr>
<tr>
<td>Construction CPC Preparation</td>
<td>10%</td>
<td>50% + (audit cost)</td>
</tr>
<tr>
<td>Construction (25% completion)</td>
<td>10%</td>
<td>60% + (audit cost)</td>
</tr>
<tr>
<td>Construction (50% completion)</td>
<td>15%</td>
<td>75% + (audit cost)</td>
</tr>
</tbody>
</table>
B. ADVISORY SERVICES PROJECTS

I. AUTHORITY PROGRAM FEE

The Authority Program Fee for the Advisory Services will be calculated according to one of the following methods as set forth in the CPC for the Project:

*Time and Materials:* The Authority’s Program Fee may be based on actual time and cost of material incurred by Authority or its Service Providers in connection with a Project based on rates defined in the Project CPC.

*Lump Sum:* The Authority’s Program Fee may be based on the percentage complete of a lump sum or milestones defined in the Project CPC.

*Unit Price:* The Authority’s Program Fee may be based on the unit prices defined in the Project CPC.

*Percent of Materials and Labor:* The Authority’s Program Fee may be based on a percentage of Service Provider Material Costs and Labor Costs as defined in the Project CPC.

*Other Mechanisms:* The Authority’s Program Fee may be based on an evolving cost recovery mechanisms not defined in this Master Agreement. If other mechanisms are selected, the Authority’s Program Fee will be based on mutual Authority and Customer agreement and will be defined in the Project CPC.

II. PROJECT TERMINATION

If a Project is terminated in whole or part prior to completion of a Project, the Authority’s Program Fee will be based on the Project costs incurred by Authority up until the date of termination. For the purposes of calculating the Authority’s Program Fee, as applicable, the then current milestone is assumed complete once the Project is canceled.
EXHIBIT B

CAPITAL PROJECT TERMS AND CONDITIONS

1. **Application.** In addition to the terms and conditions set forth in the main body of this Master Agreement, these Capital Project Terms and Conditions shall apply to all Capital Projects provided by Authority or Service Provider to Customer under the Master Agreement.

2. **Capital Project Services.** Capital Projects are generally delivered through the services of qualified installation Service Providers or Subproviders under contract with the Authority. Capital Project services may include any or all of the following services (as more fully described below): audit, design, construction management, equipment procurement, installation, commissioning, disposal of Waste, financing and other Project related services required to install a Project.

3. **Audit.**

   (a) **Scope.** After Customer has identified potential Projects for Authority’s and Customer’s consideration, Customer may request that Authority perform an audit of the Facility. The audit will help identify opportunities for implementing ESP measures and will be scheduled by Customer’s Authorized Representative and/or the appropriate Facility manager. The scope of the audit will be set forth in a CPC which shall be executed by an authorized officer or designee of Authority and Customer prior to commencement of any audit Work. In some instances, the audit will involve a complete inventory of the systems which are currently used in normal operation, while in others a more targeted approach will be taken. The audit may also include an analysis of whether hazardous materials and Waste related to those systems are likely to be present or generated as a result of installing a Project.

   (b) **Audit Report.** Based upon the results of the audit, a written report will be furnished to Customer. The report will include an estimate of the Total Reimbursement Costs as well as estimates of the potential Total Annual Energy Savings and environmental or sustainability benefits, as applicable, that Customer can reasonably expect through implementation of the recommendations made in the report. If, after analysis of the report by Authority and Customer, Authority, in its sole discretion, determines that the Project either (1) does not meet Authority’s eligibility criteria, or (2) is not appropriate at such Facility, activity there will cease.

   (c) **Deferred Total Reimbursement Costs for Audit Work.** Upon completion of the audit Work, if Customer and Authority decide to proceed to the next phase, Customer and Authority will execute a CPC reflecting the scope of such next Project phase. By executing the CPC, Customer acknowledges its concurrence with the audit results. Subject to Authority’s approval, Customer may request that payment of the Total Reimbursement Costs for the audit Work, be deferred and included in the Total Reimbursement Costs of the CPC for the next Project phase.
4. Project Design.

(a) General. If agreed upon by the Parties in a CPC, Authority shall prepare a Project design. Customer will be asked to review all aspects of the design and specifications. Where deemed appropriate by Authority and Customer, the Service Provider will arrange for geotechnical surveys (i.e., soil tests, borings, and related evaluations), surveys of the site (i.e., to determine physical characteristics of the site, such as utility locations), and/or demonstration installations (i.e., the installation of sample lighting fixtures or other equipment) of selected measures in Customer’s Facility, all at Customer’s sole risk.

(b) Milestones and Milestone Completion Reports. Authority will submit the Project design documents to the Customer at 30%, 60%, 90% and “final” design milestones, or according to the milestone schedule set forth in the respective CPC. Upon completion of each design milestone, Customer and Authority (or their duly authorized representatives) shall promptly review the design Work, or applicable portions thereof and Customer and Authority shall jointly sign a Milestone Completion Report. It shall be Customer’s responsibility to determine that the proposed design meets Customer’s needs.

(c) Deferment of Total Reimbursement Costs for Design Work. Unless otherwise set forth in the CPC for a Project, Authority may invoice the Customer for the Total Reimbursement Costs for the performed design Work through the milestone(s), if any, set forth in the CPC (plus any Total Reimbursement Costs incurred during the audit, if such costs were deferred and rolled over). Customer may request payment deferral if Customer approves Authority to proceed to the next milestone or the next Project phase. With Authority’s approval, Customer’s Short-Term Repayment Obligation will be deferred and rolled into the next milestone invoice, or at design completion, become part of the Total Reimbursement Costs of the CPC for the next Project phase.

(d) Ownership of Design Work Upon Early Termination. If Customer terminates the design Project prior to its completion, upon receipt of Customer’s final payment, Authority will deliver to Customer all design plans and documents completed through the date of termination. Customer’s use of such design plans and documents will be subject to any copyrights of the Authority and/or the designer. By using any incomplete or unfinished design plans and/or documents that have not been sealed with the licensed design professional’s stamp upon delivery to Customer, Customer accepts full and complete responsibility for such design and further agrees to hold Authority harmless from its use of such incomplete or unfinished design plans and/or documents.

5. Procurement. After Authority and Customer agree on the Project’s design and technical specifications, Authority or the Service Provider will competitively solicit, using the Authority’s procurement guidelines, bids for the Work as set forth in the design documents. The resulting final design, specifications and bid price shall be incorporated into a CPC for the Project. Authority’s contracts with its Service Providers will require compliance with the Authority’s guidelines regarding the competitive solicitation of the services of Subproviders for Customer’s Facilities, including the selection of minority and women-owned business enterprises. The services of Subproviders and equipment procurement will be obtained through a competitive bid process conducted by the Service Provider with Authority oversight. In the event Customer
decides not to proceed with the installation Project, Customer shall reimburse Authority for the
costs of any Work undertaken by Authority and/or its Service Provider in connection with the
procurement process and the associated cost and expense of same.

6. Installation.

(a) General. After Authority and Customer have entered into a CPC for
installation Work, the Service Provider and/or its Subproviders will perform the Work pursuant to
the design and technical specifications set forth in such CPC.

(b) Substantial Completion and Operation Transfer Report. After Customer has
inspected, tested and accepted the Project equipment, or portion thereof, installed by the Service
Provider, the Parties will execute a Substantial Completion and Operation Transfer Report for the
completed portion of the Work signifying (i) that Customer accepts responsibility for operation
and maintenance of the installed equipment, (ii) that the Project, or specified portion thereof, is
substantially complete, and (iii) the commencement of any warranty period.

(c) Final Inspection Report. Upon completion of the Work, Customer and
Authority (or their duly authorized representatives) shall promptly inspect the entire Facility, or
applicable portions thereof. Authority or its Service Providers will confirm that the Work has been
satisfactorily completed according to the provisions of this Master Agreement and the applicable
CPC. Authority and Customer shall jointly sign a Final Inspection Report.

7. Maintenance and Post-Installation Audit. Authority will provide Customer with
information regarding the maintenance of Project installations and recommendations for
appropriate replacement equipment to be used in those installations to facilitate proper usage and,
if applicable, energy savings at Customer’s Facilities. After the Project installations are
completed, Customer shall use reasonable efforts to see that such maintenance and materials
instructions are followed at its Facilities. While any portion of the Customer’s Short-Term
Repayment Obligation remains outstanding, Authority may, upon reasonable notice to Customer,
audit installations in Customer’s Facilities to evaluate compliance with such maintenance and
materials instructions.

8. Project Closeout for Capital Projects. Notwithstanding the terms set forth in the
CPC or Final CPC, the Customer shall, within the time specified in the Final CPC, (a) repay the
Short-Term Repayment Obligation or (b) convert the Short-Term Repayment Obligation to a
Long-Term Repayment Obligation and enter long term repayment consistent with the Authority’s
policies and procedures. The Customer shall make payment of that portion of the Short-Term
Repayment Obligation that is not converted to the Long-Term Repayment Obligation upon receipt
of the Authority’s invoice and in accordance with the terms of this Master Agreement. The Short
Term Repayment Obligation, as set forth in the Final CPC, shall include the Authority’s estimate
of Short-Term Interest to be accrued between the issuance of the Final CPC and conversion to long
term repayment.

9. Authority Obligations. In addition to the obligations otherwise set forth herein and
the respective CPC, Authority shall require the Service Provider to adhere to the Project’s design
and technical specifications as set forth in the CPC and minimize any interference with the normal operations at Customer's Facility.

10. **Customer Obligations.** In addition to the obligations otherwise set forth herein and the respective CPC, Customer shall promptly review all completed installations. Customer shall review and approve, as may be required, any corrective or restoration Work resulting from improper work by the Service Provider.

11. **Customer-Supplied Equipment and/or Work.** Customer and Authority may agree in the CPC for the provision of Customer materials and/or completion of Customer work in connection with a Project, independent of Authority. If so, then Customer shall be responsible for any changes to the Project schedule, scope of Work or any increase in the Total Reimbursement Costs caused by Customer due to non-delivery of Customer materials or non- or late performance of Customer work and Authority shall issue any necessary Contingency Work Order or Change Order, as applicable. Authority may suspend its Work on the Project until Customer approves such Change Order. Furthermore, if the Customer does not meet the Project schedule with respect to Customer materials and/or Customer work, Authority has the right to terminate the Project if the delay is not cured within fifteen (15) days of written notice thereof by Authority to Customer and turn it over to Customer for completion without any liability on the part of Authority.

* * * * *
EXHIBIT C

ADVISORY SERVICES TERMS AND CONDITIONS

1. **Application.** In addition to the terms and conditions set forth in the main body of this Master Agreement, these Advisory Services Terms and Conditions shall apply to all Advisory Services Projects provided by Authority or Service Provider to Customer pursuant to the Master Agreement.

2. **Advisory Services.** Upon Customer’s request, Authority may provide any or all of the Advisory Services described below. Advisory Services may be provided by Authority employees and/or Service Providers with expertise in the area as determined by Authority. Authority and Customer will cooperate in good faith during the performance of such Advisory Services.

3. **Description of Services**

   (a) **Review.** Review of information provided by the Customer regarding, among other things, Customer’s site conditions, future plans for modifications to facilities, operations and/or usage, historical utility data, any relevant strategic plans or initiatives, and other relevant requirements that are specific to Customer.

   (b) **Meetings.** Participate in meetings and conference calls as mutually agreed upon by the parties as being in the best interests of the Project or as otherwise detailed in the Customer Project Commitment.

   (c) **Site Observations.** Observe Customer’s facilities, physically or remotely via electronic means as determined by the Authority to assess the condition of existing equipment and physical site conditions.

   (d) **Analysis.** Analyze data presented by Customer and/or collected by or on behalf of the Authority. Outreach to appropriate third parties as necessary to coordinate and/or collect additional data.

   (e) **Advice and Guidance.** Deliver oral or written advice, guidance and other recommendations communicated via in person meetings, telephone conversations, or correspondence.

   (f) **Deliverables and Reports.** Prepare reports, memorandums, and other documents that memorialize the advice, guidance and recommendations delivered to the Customer and support the Customer’s underlying project, where applicable.

The foregoing descriptions are given by way of example and not by way of exclusion. Advisory Services may include services that have not yet been developed or approved by Authority.
to date, provided such services are described in a CPC signed by both Parties to this Master Agreement.

4. Further Assistance: Information. In addition to the obligations set forth herein and the respective CPC, Customer shall provide Authority and/or Service Providers with such assistance as may be required to perform the Advisory Services. This may include, but is not limited to, providing access to the Customer's Facility(ies), information such as historical utility data, maintenance logs, existing feasibility studies, reports, equipment drawings or any other information or services reasonably requested by Authority and/or Service Providers.

* * * * *
March 8, 2019

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

Re: Contract Authorization

Dear Chairman Joyce:

Pursuant to RFB 2018-104 Painting at Department of Social Services – 162 Washington Ave., the Department of General Services respectfully requests the approval of a contract with Croyle Quality Contractors for painting the offices and common areas of the Department of Social Services at 162 Washington Avenue.

The not to exceed cost of $144,980 includes a lump sum base bid of $131,800 with a 10% contingency allowance of $13,180.

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

Sincerely yours,

David M. Latina
Commissioner

cc: Honorable Dennis Feeney, Majority Leader
    Honorable Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract authorization with Croyle Quality Contractors for painting the offices and public areas of 162 Washington Ave.

Date: 3/8/2019
Submitted By: David Latina
Department: Department of General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.: David Latina
Attending Meeting:

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
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):
Croyle Quality Contractors
974 State Rt. 67, Ballston Spa, NY 12020

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

Amount/Raise Schedule/Fee: 144,980.00
Scope of Services: As noted in RFB 2018-104 - painting the offices and common areas of the Department of Social Services at 162 Washington Avenue.

Bond Res. No.: 558
Date of Adoption: 12/5/2013

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
File #: TMP-0721, Version: 1

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: NA
Revenue Amount: NA

Appropriation Account and Line: HHX7
Appropriation Amount: 144,980

Source of Funding - (Percentages)
Federal: 0
State: 0
County: 100
Local: 0

Term
Term: (Start and end date) May 1, 2019 - April 30, 2020
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain:

Previous requests for Identical or Similar Action:
Resolution/Law Number: NA
Date of Adoption: NA

Justification: (state briefly why legislative action is requested)
Pursuant to RFB 2018-104 Painting at Department of Social Services - 162 Washington Ave., the Department of General Services respectfully requests the approval of a contract with Croyle Quality Contractors for painting the offices and common areas of the Department of Social Services at 162 Washington Avenue.

The not to exceed cost of $144,980 includes a lump sum base bid of $131,800 with a 10% contingency allowance of $13,180.
RESOLUTION NO. 558

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 5, 2013, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2014, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $4,252,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $4,252,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/5/13
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 the installation or reconstruction of various interior and exterior portions of and systems in the Times Union Center located on South Pearl Street in the City of Albany, 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 County’s Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $2,006,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $2,006,000 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 $2,006,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which $2,006,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a. 13 of the New York Local Finance Law (the “Law”), is ten (10) years.

Section 2. The County is hereby authorized to undertake various County facility improvement projects, in Albany, New York. The project consists of interior painting, carpeting, HVAC modification and the installation of energy management systems at various facilities, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described 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 $829,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $829,000 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 $829,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which $829,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the Law is ten (10) years.

Section 3. The County is hereby authorized to undertake the reconstruction of various portions of the Albany County Office Building located at 112 State Street in the City of Albany, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $1,417,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $1,417,000 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 $1,417,000 to pay the costs of the project.

The period of probable usefulness of the specific object or purpose herein authorized and for which $1,417,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the Law is 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 $4,252,000 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) The buildings described above are class “A” buildings, as defined under subdivision 11 of Section 11.00 of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.
(c) The proposed maturity of 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 50.00, Sections 56.00 to 60.00, Section 62.00 and Section 63.00 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. By separate resolution or resolutions, the County has complied with the provisions of the State Environmental Quality Review Act (“SEQRA”) with respect to each portion of the capital project described in this resolution as follows:
the County has, as the case may be, (a) issued a negative declaration (or declarations) determining that such portions of the capital project described in this resolution will not have a significant effect on the environment, or (b) determined that such portions of the capital project described in this resolution are either exempt actions or Type II actions under SEQRA.

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) 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

(c) 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, Ms. Busch, Mr. Carman, Ms. Chapman, Messrs. Clay, Clenahan, Commissio, Ms. Connolly, Messrs. Corcoran, Cotrofled, Crouse, Dawson, Domalewicz, Feeney, Higgins, Hogan, Jacobson, Joyce, Mss. Kinsch, Lockart, Mr. Mackey, Ms. Maffia-Tobler, Mr. Mayo, Ms. McKnight, McLean Lane, Messrs. Mendick, Morse, Nichols, O'Brien, Rahm, Reilly, Stevens, Tunny and Ward – 36.

Those opposed: - 0.

Resolution was adopted. 12/5/13
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To: Karen Storm  
Purchasing Agent

From: David M. Latina  
Commissioner

Date: March 7, 2019

Re: Request for Bid 2018-104  
Painting at Department of Social Services, 162 Washington Ave

I have reviewed the bids received for, RFB 2018-104, Painting at Department of Social Services, 162 Washington Ave. I recommend awarding the contract to Croyles Quality Contractors as the lowest responding bidder for the cost not to exceed $144,980.00.

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

DML:tas
MEMORANDUM

TO:      David Latina, Commissioner
          General Services

FROM:    Karen Storm
          Purchasing Agent

DATE:    March 11, 2019

RE:      RFB#2018-104, Painting at Department of Social Services, 162 Washington Ave

I am in receipt of your recommendation to award the aforementioned Request for Bids to Croyles Quality Contractors in the amount of $144,980.00.

As Croyles Quality Contractors 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.
March 6, 2019

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

Re: Contract Amendment – C.T. Male Associates

Dear Chairman Joyce:

The Department of General Services (DGS) respectfully requests legislative approval to amend the current contract with C.T. Male Associates to increase the not to exceed amount from $300,000 to $550,000. The contract with C.T. Male is the result of a mini-bid for professional architectural and engineering services for various Albany County Projects and is based on specified rates and prices.

It is a two-year contract for services including, but not limited to, space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects. Due to a high volume of Countywide projects DGS is requesting to amend this contract to increase the not to exceed amount by $250,000.

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

Sincerely,

[Signature]

David M. Latina
Commissioner
Department of General Services

DML:pl
Enclosures

cc: Honorable Dennis Feeney, Majority Leader
    Honorable Frank Mauro, Minority Leader
    Kevin Canizzaro, Esq., Majority Counsel
    Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Amending Contract with C.T. Male Associates regarding Architectural and Engineering Services

Date: March 4, 2019
Submitted By: David M. Latina
Department: DGS
Title: Commissioner
Phone: 7207
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
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)

Contract Terms/Conditions:

Party (Name/address):
  C.T. Male Associates
  50 Century Hill Drive
  Latham, New York 128011

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

Amount/Raise Schedule/Fee: $550,000
Scope of Services: As outlined in RFP-2017-082

Bond Res. No.: Resolution No. 143 for 2018
Date of Adoption: 4/19/2018

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

The Department of General Services (DGS) respectfully requests legislative approval to amend the current contract with C. T. Male Associates to increase the not to exceed amount from $300,000 to $550,000. The contract with C.T. Male is the result of a mini-bid for professional architectural and engineering services for various Albany County Projects and is based on specified rates and prices. It is a two-year contract for services including, but not limited to, space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects. Due to a high volume of Countywide projects DGS is requesting to amend this contract to increase the not to exceed amount by $250,000.
RESOLUTION NO. 143

AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

Introduced: 4/9/18
By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services, after an RFP process, has requested authorization to enter into a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed $300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, The Commissioner indicated the proposed agreement will include space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two-year agreement with C.T. Male Associations regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed $300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and, be it further

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

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

Adopted by unanimous vote. 4/9/18
March 8, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works is requesting approval of a Supplemental Agreement with Peter Luizzi and Bros. Contracting Inc. in the amount of $115,548.60, to install additional fencing along the Albany County Rail Trail. The Legislature authorized the original agreement with Peter Luizzi and Bros. in the amount of $887,929.40 for construction of the final phase of the Albany County Rail Trail, which was completed in Summer of 2018.

NYSERDA provided grant funding in the amount of $1,003,487.00 for the paving project. The actual cost to construct the final phase came in $115,548.60 less than the grant amount of $1,003,487.00 and NYSERDA has given Albany County permission to utilize the remaining $115,548.60 in grant funds to add additional fencing along areas of the trail where fencing is needed.

If you require additional information, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo, P.E.
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Amendment for Supplemental Agreement with Peter Luizzi & Bros.

Date: March 7, 2019
Submitted By: Lisa Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa Ramundo
Attending Meeting: Lisa Ramundo

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countwide 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
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):
Peter Luizzi and Brothers Contracting, Inc.
49 Railroad Ave.
Albany, NY 12205

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

Amount/Raise Schedule/Fee: 115,548.60
Scope of Services:
Additional fencing and ditching along the Albany County Rail Trail

Bond Res. No.: 504
Date of Adoption: 12/4/2017

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: $115,548.60
Appropriation Account and Line: HHO8
Appropriation Amount: $115,548.60
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) May 1, 2019 - October 31, 2019
Length of Contract: 6 months
Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.
Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Albany County Department of Public Works is requesting approval of a Supplemental Agreement with Peter Luizzi and Bros. Contracting Inc. in the amount of $115,548.60, to install additional fencing along the Albany County Rail Trail. The Legislature authorized the original agreement with Peter Luizzi and Bros. in the amount of $887,929.40 for construction of the final phase of the Albany County Rail Trail, which was completed in Summer of 2018.

NYSERDA provided grant funding in the amount of $1,003,487.00 for the paving project. The actual cost to construct the final phase came in $115,548.60 less than the grant amount of $1,003,487.00 and NYSERDA has given Albany County permission to utilize the remaining $115,548.60 in grant funds to add additional fencing along areas of the trail where it is needed.
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**BID SUM**

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RESOLUTION NO. 191

AUTHORIZING AN AGREEMENT WITH PETER LUIZZI & BROTHERS CONTRACTING, INC. FOR THE CONSTRUCTION OF THE RAIL TRAIL PHASE I IMPROVEMENT PROJECT

Introduced: 5/14/18
By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a six-month agreement with Peter Luizzi & Brothers Contracting, Inc. for the construction of the Rail Trail Phase I Improvement Project in an amount not to exceed $887,930 for the term commencing June 1, 2018 and ending November 30, 2018, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on March 29, 2018 five bids were received, and

WHEREAS, The Department Engineering Staff reviewed said bids and recommended awarding the contract to Peter Luizzi & Brothers Contracting, Inc., as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a six-month agreement with Peter Luizzi & Brothers Contracting, Inc., Albany, NY 12205 for the construction of the Rail Trail Phase I Improvement Project in an amount not to exceed $887,930 for the term commencing June 1, 2018 and ending November 30, 2018, and, be it further

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

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

Adopted by unanimous vote - 5/14/18
AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND PETER LUIZZI & BROTHERS CONTRACTING, INC.
FOR ALBANY COUNTY RAIL TRAIL PHASE 1 IMPROVEMENT PROJECT
FOR THE ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

PURSUANT TO RES. NO. 191 FOR 2018, ADOPTED MAY 14, 2018

This Agreement is made by and between the County of Albany (hereinafter called the
"County" or the "Owner"), a municipal corporation duly organized under the laws of the State of
New York, acting by and through its County Executive, with a principal office and place of business
located at the Albany County Office Building, 112 State Street, Albany, NY 12207, and Peter
Luizzi & Brothers Contracting Inc., a New York corporation, with a principal office and place of
business located at 49 Railroad Ave., Albany, New York 12205 (hereinafter called the
"Contractor").

WHEREAS, the County has a need for a highway improvement project on various County
Roads (hereinafter called "Hauling & Placing" or "[P]roject"), said project to be administered by
the Albany County Department of Public Works (hereinafter called "DPW") and the Albany
County Purchasing Division (hereinafter called the "Purchasing Division") has issued a Request
for Bids denominated Bid #2018-014 in March 2018 and published on March 15, 2018, (hereinafter
called the "RFB"); and

WHEREAS, the Purchasing Division has issued three (3) addenda to the RFB, the first
having been issued on March 27, 2018 (hereinafter called the "Addendum #1"), the second also on
March 27, 2018 (hereinafter called the "Addendum #2") and the third on March 28, 2018
(hereinafter called the "Addendum #3," and together with Addendum #1 and Addendum #2, may
be referred to as the "Addenda" hereinafter); and

WHEREAS, the Contractor has submitted a bid dated March 29, 2018, providing for the
aforesaid highway construction services (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid
highway construction services for DPW; and

WHEREAS, the County Legislature has authorized the County Executive to enter into this
Agreement by Resolution No. 191 for 2018, adopted May 14, 2018; and

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

NOW THEREFORE documents consist of the following: this Agreement; the RFB, which
is THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB,
including the Project Manual and the Plans, which is incorporated by reference and
made a part hereof; the Addenda, which are included by reference and made a part
hereof; the Bonds (i.e., the Performance Bond and the Labor and Materials Bond),
which are incorporated by reference and made a part hereof; and the Bid, which is
incorporated by reference and made a part hereof (collectively referred to as "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #3; 3) the Addendum #2; 4) the Addendum #1; 5) the RFB, including the Project Manual and the Plans; 6) the Performance Bond; 7) the Labor and Material Bond; 8) the Bid.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall: a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of the project generally identified as:

   Albany County Rail Trail Phase 1 Improvement Project

(hereinafter called the "project"), in accordance with the provisions contained in the RFB, including, but not limited to, the General Conditions and the Supplementary Conditions contained therein; and

b) do everything required by, as specified in or as indicated in the contract documents.

The work includes: Hauling and placing asphalt concrete, placing detectable warning surfaces, installing wood board fencing, and miscellaneous other work on the Albany County Rail Trail in the Village of Voorheesville and the towns of Bethlehem and New Scotland in Albany County, or as directed by the Commissioner of Public Works or her representative.

The project is also referred to by DPW as Project No. 08-C472A. The project has been designed by the Albany County Department of Public Works, 449 New Salem Road, Voorheesville, New York 12186, telephone number (518) 765-2786 (hereinafter called the "engineer") who has or assume all duties, responsibilities, rights and authority assigned to the engineer in the contract documents.

ARTICLE 3. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to enter into this Agreement, the Contractor makes the following representations:

3.1 Contractor has familiarized himself with the nature and extent of the contract documents, work, and locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

3.2 Contractor has studied carefully, all reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by the engineer in the preparation of the drawings and specifications and which have been identified in the Supplementary Conditions set forth in the RFB.
3.3 In addition to those referred to in paragraph 3.2, supra, Contractor has made, or caused to be made, examinations, investigations and tests and studies of such reports and related data that are necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are, or will be required by Contractor for such purposes.

3.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.

3.5 Contractor has given the engineer written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the contract documents and the written resolution thereof by the engineer is acceptable to Contractor.

ARTICLE 4. TERM OF CONTRACT; LIQUIDATED DAMAGES

4.1 Contractor shall substantially complete the work on or before August 31, 2018. Contractor shall complete and be ready for final payment in accordance with paragraph 14.13 of the General Conditions set forth in the RFB on or before September 14, 2018.

4.2 Liquidated Damages: The County and the Contractor recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the work is not substantially complete within the time specified in paragraph 4.1 above, plus extensions thereof (if any) allowed in accordance with Article 12 of the General Conditions set forth in the RFB. The County and the Contractor recognize the delays, expenses and difficulties involved in initiating a legal or arbitration proceeding to recover the actual losses suffered by the County if the work is not substantially complete on time. Accordingly, the County and the Contractor agree that as liquidated damages (but not as a penalty) for any unauthorized delay, the Contractor shall pay the County FIVE HUNDRED AND 00/100 DOLLARS ($500.00) for each day that expires after the time specified in paragraph 4.1 for substantial completion until the work is substantially complete, plus reimburse County for all additional engineering and inspection expenses incurred by the County as a result of such delay.

ARTICLE 5. FEES; PAYMENT SCHEDULE

5.1 For completion of the project in accordance with the contract documents, the County agrees to pay, and the Contractor agrees to accept, the sum of EIGHT HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS ($887,930.00). More specifically, the Contractor agrees to accept the unit prices bid set forth in its bid times the actual number of units used as full compensation, including any additions or deductions to the amount cited herein, caused by variation in quantities due to more accurate measurement or due to actual field conditions.

5.2 The final contract price shall be the amount obtained from the summation of the products of the quantities of work as done multiplied by the unit prices bid.

5.3 The Contractor further agrees that at any time during the progress of work, extra work or force account work is required; the Contractor shall so perform such work and accept
compensation from the County, in accordance with Article 11 of the General Conditions set forth in the RFB.

5.4 An application for payment shall be made on a monthly basis upon the Contractor's submission of an Albany County Claim Form, as well as any other required documentation, to the Commissioner of the DFW. All Applications for Payment shall be submitted in accordance with Article 14 of the General Conditions as modified by the Supplementary Conditions set forth in the RFB. Applications for Payment will be initially processed by the engineer, in accordance with the General and/or Supplementary Conditions. Upon approval by the engineer and DFW's satisfaction with the services presented for payment, and upon the Commissioner of DFW's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

5.5 Progress Payments: The County shall make progress payments on account of the contract price on the basis of the Contractor's Application for Payment as recommended by the engineer and DFW, during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions and as further described in the General Requirements set forth in the RFB. No monthly progress payment will be rendered unless the value of the work done during that month equals or exceeds 5% of the contract price, or $1000.00, whichever is the lesser.

5.6 Prior to substantial completion, progress payments for work satisfactorily performed will be in an amount equal to:

100% of the work completed, computed as the number of units completed, multiplied by the unit price bid, plus

100% of the invoiced price of materials and equipment in short and/or critical supply or specifically fabricated for the project, not incorporated in the work, but delivered and suitably stored, less retainage of 5% (until substantial completion), less all previous billings.

5.7 Upon approval in accordance with the provisions of this Article, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against Contractor that have not been suitably discharged. Any claims, liens and judgments referred to in this paragraph shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

5.8 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in the General Requirements set forth in the RFB and which previously have been approved by County for such payment.

5.9 Upon substantial completion, retainage may be reduced to 2% of contract price, or to an amount equal to two times the value of any uncompleted or disputed work as determined by
the engineer in accordance with paragraph 14.7 of the General Conditions set forth in the RFB, whichever is greater. Retainage will not be reduced to 2% until after Contractor, plus all his subcontractors and material suppliers submit full-executed copies of both an Affidavit of Payment of Debts and Claims and an Affidavit of Release of Liens.

5.10 Semifinal Payment: Upon final completion and acceptance of the work in accordance with paragraph 14.13 of the General Conditions as modified by the Supplementary Conditions set forth in the RFB, County shall pay the remainder of the final contract price, less the 2% retainage being held as warranty and guarantee security as provided in Article 12, infra, as recommended by the engineer as provided in said paragraph 14.13.

5.11 Final Payment: Upon completion of the one year warranty and guarantee period, the County shall pay the remainder of the final contract price, less any expenses the County may have incurred in correcting any defective work not corrected by the Contractor.

5.12 No Estimate on Contractor’s Non-Compliance: It if further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative, shall remain uncompleted, with the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction aforesaid has been full and satisfactorily complied with.

ARTICLE 6. PAYMENT BY OWNER TO CONTRACTOR

6.1 Upon approval, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.

6.2 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in General Requirements in the RFB and which previously have been approved by owner for such payment.

6.3 Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

ARTICLE 7. PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

7.1 In accordance with Section 106-b of the N.Y. General Municipal Law, within 15 days of the receipt of any payment from the County, the Contractor shall pay each of his subcontractors and material suppliers, the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or material supplier and reflecting the percentage of the subcontractor’s work completed or the material supplier’s material supplied in the requisition approved by the County and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or material supplier which have not been suitably discharged and less any retained amount as hereafter described. The Contractor shall retain not more than 5% of each payment to the subcontractor and/or material supplier, except that the Contractor may retain in excess of 5%, but not more than 10% of each payment to the
subcontractor provided that prior to entering into a subcontract with the Contractor, subcontractor was unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the subcontract at the request of the Contractor. However, the Contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or material supplier from the County’s payments to the Contractor for the remaining amounts of contract price as provided in Article 5, supra.

7.2 If the Contractor has failed to submit a requisition for payment of the remaining amounts of contract price within 90 days of substantial completion as provided in Article 4, supra, then any clause in the subcontract between the Contractor and subcontractor or material supplier which states that payment by Contractor to such subcontractor or material supplier is contingent upon payment by County to the Contractor shall be deemed invalid.

7.3 Within 15 days of receipt of payments from the Contractor, subcontractor and/or material supplier shall pay each of their subcontractors and material suppliers in the same manner as the Contractor has paid the subcontractor.

7.4 Nothing provided herein shall create any obligation on the part of County to pay or to see to the payment of any moneys to any subcontractor or material supplier from any contractor, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or material supplier and the County.

ARTICLE 8. HOURS AND WAGES

8.1 In accordance with Section 220 of the N.Y. Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the project contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency including fire, flood or danger to life or property. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages, may be made up during that week and/or the succeeding three (3) weeks.

8.2 Statements Showing Amounts Due for Wages and Supplements to be Filed Before Final Payment: In accordance with Section 220-a of the Labor Law, before final payment by or on behalf of County for any sum or sums due on account of this contract, the Contractor and each and every subcontractor of the Contractor or a subcontractor, shall file a statement in writing in form satisfactory to the Albany County Comptroller certifying to the amounts then due and owing from the Contractor or subcontractor filing said statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon this project, setting forth therein the names of the persons whose wages and/or supplements are unpaid and the amount due to each or on behalf of each, respectfully. Said statement shall be verified by the oath of the Contractor or subcontractor, as the case may be, that he has read said statement subscribed by him and knows the content thereof, and that the same is true of his knowledge.

ARTICLE 9. INSURANCE

9.1 The Contractor agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule “A,” attached hereto and
made a part hereof, and/or the kinds and in the amounts provided in the General and Supplementary Conditions set forth in the RFB, whichever kinds are more comprehensive and whichever amounts are higher. Before commencing, the Contractor shall furnish to the County insurance certificates showing that the requirements of this Article have been met. The insurance certificates shall provide that the policies shall not be changed or canceled until 30 days prior written notice has been given to the County. The County of Albany shall be named as an additional insured on the insurance certificates. Additionally, said policies shall be automatically renewed upon expiration and continued in force unless the County and the Contractor are given 60 days written notice to the contrary.

9.2 No work shall be commenced under this Agreement until the Contractor has delivered to the County a certificate or certificates of insurance showing proof of the issuance of all policies necessitated by this Agreement. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated.

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

ARTICLE 10. DEFINED TERMS

Terms used in this Agreement have the meanings assigned to them in the General Conditions and the Supplementary Conditions set forth in the RFB.

ARTICLE 11. PREVENTION OF DUST HAZARD

Wherein a harmful dust hazard is created by or through the construction of this project, this Agreement shall be void as required by Section 222-a of the N.Y. Labor Law, unless the Contractor shall install, maintain and effectively operate such appliances and methods for the elimination of harmful dust as have been approved by the New York State Department of Labor, Board of Standards and Appeals.

ARTICLE 12. WARRANTY AND GUARANTEE

A retainage of 2% of final contract price will be held by the County as security for prompt correction of any defective work found during the one year correction period as outlined in Article 13 of the General Conditions set forth in the RFB.

ARTICLE 13. NON-INTERRUPTION OF WORK

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

ARTICLE 14. COOPERATION
The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor so that work may proceed expeditiously and economically.

ARTICLE 15. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 16. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 17. AVAILABLE DATA

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

ARTICLE 18. ASSIGNMENTS

The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Contractor’s right, title, or interest therein, without the previous consent in writing of the County.

ARTICLE 19. RELATIONSHIP

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

ARTICLE 20. INDEMNIFICATION

20.1 The Contractor shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the
performance of this Agreement. The Contractor agrees to protect, defend, indemnify, and hold the County and its employees free and harmless from and against any and all losses, claims, liens and demands made or asserted by third parties (including the amount of any judgments, penalties, interest, attorney's fees, court costs and legal fees incurred by the County) for personal injuries, death or damage to property, to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor agrees to investigate, handle, respond to and defend any such claims, demands, or suits, at the Contractor's sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

20.2 In any case in which the indemnification established herein would violate Section 5-322.1 of the N.Y. General Obligations Law, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of County employees.

20.3 Nothing in this Article, the RFB or this Agreement shall create or give to third parties any claim, right, or action against the Contractor or the County beyond such as may legally exist, irrespective of this Article, the RFB or this Agreement.

20.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its employees and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney’s fees) arising out of, or in consequence of or resulting from, the performance of work, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or damage or injury to, or destruction of, tangible property, including the loss of use resulting therefrom, or (ii) is caused in whole or in part by, any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or acting as an agent of the Contractor or any subcontractor, or anyone for whom any of them may be liable for their actions, regardless of whether or not such damage or injury is caused in part by a party indemnified hereunder.

ARTICLE 21. NON-APPROPRIATIONS

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

ARTICLE 22. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County and the New York State Comptroller for a period of six years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE 23. GOVERNING LAWS
The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 24. REMEDY FOR BREACH

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

ARTICLE 25. NO WAIVER OF PERFORMANCE

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

ARTICLE 26. ENTIRE AGREEMENT

This Agreement, and the contract documents set forth in Article 1 and incorporated by reference, constitute the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 27. MODIFICATION

No modification, amendment or change order pertaining to this Agreement or consent to the waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against who such modification, amendment, change order or waiver is asserted.

ARTICLE 28. APPRENTICESHIP TRAINING PROGRAMS

In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003 and Section 816-b of the N.Y. Labor Law, the Contractor and the subcontractors of this project (and of all Albany County construction projects in excess of $250,000) shall have agreements in place providing appropriate apprenticeship training programs for the type and scope of work to be performed, as approved by the Commissioner of the New York State Department of Labor. These apprenticeship agreements shall be in place before the contract is let and shall conform to the procedures and requirements set forth in Section 816-b of the N.Y. Labor Law.

ARTICLE 29. EXECUTION OF DOCUMENTS

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

ARTICLE 30. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Agreement shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.
ARTICLE 31. NOTICES

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

ARTICLE 32. HEADINGS—CONSTRUCTION

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

ARTICLE 33. MISCELLANEOUS PROVISIONS

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

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

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

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

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

THIS SPACE LEFT BLANK INTENTIONALLY.

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

COUNTY OF ALBANY

DATED: 6/11/11

BY:  

Daniel P. McCoy
County Executive

or

Philip F. Calderone
Deputy County Executive

PETER LUIZZI & BROTHERS CONTRACTING, INC.

DATED: 6/4/2018

BY:  

Vice President
Title

A-12
STATE OF NEW YORK )
COUNTY OF ALBANY ) SS.:

On the _____ day of ____________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the __ day of June, 2018, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Mary Heffner

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

On the __ day of June, 2018, before me, the undersigned, personally appeared Michael W. Noland personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Montycr R. Noland

Notary Public

Montyce R. Noland
Notary Public-State of New York
No. 01N06171538
Qualified in Saratoga County
My Commission Expires: July 23, 2019

A-13
The Insurance Requirements described in the RFB, include, but are not limited to, insurance as follows:

1. **Workers' Compensation and Employers Liability Insurance**: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

2. **Automobile Liability Insurance**: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. **General Liability Insurance**: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance.

4. **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with N.Y. Workers' Compensation Law § 220(8).
March 7, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works is requesting the approval to enter into an intermunicipal agreement with Cornell Cooperative Extension of Saratoga County for invasive species removal at Ann Lee Pond. Capital/Mohawk Partnership for Regional Invasive Species Management (PRISM), is hosted by the Cornell Cooperative Extension of Saratoga County. The agreement would allow PRISM to manually remove Lesser Celandine from Ann Lee Pond this spring as well as educate Department staff on how to identify the invasive plant. Their service is at no cost to the County.

Lesser Celandine is an aggressive invader of wetlands that propagates in the spring and dies back in the summer. If left unchecked, it chokes out wetlands and leaves little room for native plant species.

Removal requires completely digging out the bulbils from the soil and disposing of them in dark plastic contractor bags.

If you require additional information, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo, P.E.
Commissioner
cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
To enter into an inter-municipal agreement with Cornell Cooperative Extension for the removal of an invasive species, Lesser Celandine, at Ann Lee Pond, at no cost to the County

Date: March 7, 2019
Submitted By: Lisa Ramundo
Department: DPW
Title: Commissioner
Phone: 518-655-7902
Department Rep.: Lisa Ramundo
Attending Meeting: Lisa 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)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
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) Intermunicipal Agreement

Contract Terms/Conditions:

Party (Name/address):
   Cornell Cooperative Extension, Saratoga County/056
   50 West High Street
   Ballston Spa, NY 12020

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

Amount/Raise Schedule/Fee:
Scope of Services:
   Remove Lesser Celendine in Ann Lee Pond

Bond Res. No.:
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) May 1, 2019 - August 1, 2019
Length of Contract: 3 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 Albany County Department of Public Works is requesting the approval to enter into an intermunicipal agreement with Cornell Cooperative Extension of Saratoga County for invasive species removal at Ann Lee Pond. Capital/Mohawk Partnership for Regional Invasive Species Management (PRISM), is hosted by the Cornell Cooperative Extension of Saratoga County. The agreement would allow PRISM to manually remove Lesser Celandine from Ann Lee Pond this spring as well as educate Department staff on how to identify the invasive plant. Their service is at no cost to the County.

Lesser Celandine is an aggressive invader of wetlands that propagates in the spring and dies back in the summer. If left unchecked, it chokes out wetlands and leaves little room for native plant species.

Removal requires completely digging out the bulbils from the soil and disposing of them in dark plastic contractor bags.
Introduction: The Capital/Mohawk PRISM is a group that was founded to combat invasive species in the Capital Region from the Town of Catskill to the Town of Glen’s Falls. Invasive species have varied impacts depending on the species, but are all classified by their weedy presence outside of their native range and their negative impact on the ecology, the economy, and/or human health in their new location. Removal efforts by the PRISM focus on emerging invasives, those that do not have an extremely established population in the region. The hope is that by focusing on these less present invaders, the overall effect of invasive species can be minimized through keeping new species at bay, especially in protected natural areas. All PRISMs work to coordinate management efforts regarding invasive species as well as educate the public about the threat these species pose.

Species of Focus: Lesser Celandine is one such species whose impact is mainly considered on an ecological basis. Historically, humans have put our wetlands under strain through development and as a result, many of our endangered plants and animals are those that make use of these areas for habitat and forage. Some of the most threatening invasive species are those that invade wet areas, putting those already imperiled species at further risk. Lesser Celandine, unfortunately, prefers these areas. It has been reported since the 1800s in Pennsylvania, and has spread west to Missouri, with populations also existing on the west coast. On state risk assessments for this plant, it scores 85.56, an invasive rank of Very High for the state of New York.

The plant itself is a spring ephemeral, completely dying back by summer. This makes it very hard to manage due to a limited management window. This window does exist in May. The plant can be removed by completely digging out the bulbils from the soil and disposing of them in dark plastic contractor bags, preferably on-site. Thankfully, the management of this plant is relatively low-intensity, straightforward, and with follow-up, can be successful. The highest priority should be placed on streambed locations as these have the highest risk of spread through water movement.

The Site: Reports of Lesser Celandine at Ann Lee Pond first reached the PRISM by way of third-party report from local naturalist David Behn, who has conducted a wildflower survey of the property. These reports were verified by Terrestrial Coordinator Spencer Barrett and PRISM Coordinator Kris Williams during the 2018 field season. The main population of the plant is near the northern parking lot in a drainage area leading into the pond, though it stretches in patches along the path leading south. The reason this find is significant and the reason the PRISM is proposing the removal of this plant is due to the geography of the infestation, the northernmost confirmed population of Lesser Celandine in the
region. Due to the hydrology of the site as well as the close proximity of the plant to the walking path, it is imperative to get a handle on this plant before further disturbance occurs and the risk of this plant spreading increases. It is also recommended that native species be planted in place of the plant to discourage other invasive species from making use of the disturbed area. While it is currently unknown if there are other Lesser Celandine locations in Albany County, it is the hope of the PRISM that involving Albany County DPW will increase the number of eyes on the ground looking for new infestations of this aggressive invader.

Synopsis: The proposed event is an invasive species removal project with an educational component for any DPW staff that wish to attend. The PRISM agrees to furnish the event with available tools and supplies, including black contractor bags for disposal, trowels, shovels, and gloves that we have on-hand, as well as making staff available for days of the proposed project. The goal of the removal is to reduce the amount of Lesser Celandine on site at Ann Lee Pond significantly, with follow up efforts to follow in coming years with an end goal of full on-site eradication. This work would be done with no monetary cost to the county. Proposed timing for this event is a two day time period (Monday-Thursday) occurring during the last two weeks of May.

References:

- NY Invasive Species Information: http://nyis.info/invasive_species/lesser-celandine/
- Cap/Mo PRISM Website: http://www.capitalmohawkprism.org/
- DEC PRISM Information: https://www.dec.ny.gov/animals/47433.html

The Capital-Mohawk PRISM is funded by the New York State Department of Environmental Conservation through the Environmental Protection Fund. The PRISM is hosted by the Cornell Cooperative Extension of Saratoga County.
2015 Map of Recorded Lesser Celandine Locations: (Orange= Historical Record)

Current Map of Lesser Celandine (December, 2018):
Locations of Lesser Celandine at Ann Lee Pond:

![Map showing locations at Ann Lee Pond Nature and Historic Preserve]

Lesser Celandine illustration showing the characteristic bulbs which are the target of removal.
Lesser Celandine Infestation photos (not in flower) at Ann Lee Pond:
# Certificate of Liability Insurance

**Producer:** P. W. Wood & Son, Inc.
2333 N Triphammer Rd, Ste 501
PO Box 4798
Ithaca, NY 14852
Jamie A. Ferris CIC, AAI, CPIA

**Contact:** Jamie A. Ferris CIC, AAI, CPIA
607-266-3303
607-266-3303
607-266-9663

**Insured:** Cornell Cooperative Extension
Saratoga County/056
50 W High Street
Ballston Spa, NY 12020

**COVERAGE:**

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**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

**INSURER(S) PROVIDING COVERAGE:**

- Philadelphia Indemnity Ins Co
  - NAIC #: 18059

**DED RETENTION:** $10000

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

- ANY PERSONNELL/HOSPITALIZED
- EXECUTIVE OFFICER/HANDLER EXCLUDED

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**

- County Appropriation Agreement for 2019. The hold harmless and indemnification language contained in the contract covered by this Certificate may be broader than the scope of insurance coverage. The certificate holder is an additional insured if required by written contract, per endorsement number PI-GLD-LS NY (10/11).

**CERTIFICATE HOLDER:**

County of Saratoga
40 McMaster St.
Ballston Spa, NY 12020

**CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

[Signature]

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The ACORD name and logo are registered marks of ACORD.
March 5, 2019

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

Dear Chairman Joyce:

We request the Legislature’s approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR360 (Crow Hill Rd.) and CR359 (Kropp Rd.) in the Town of Rensselaerville and CR13 (Sickle Hill Rd.) in the Town of Berne.

As part of Albany County’s DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not too far gone requiring full depth replacement.

In the CIR process, we grind \( \approx 4" \) into the existing asphalt surface. The product is then sent through a crusher asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a “train” which includes an emulsion tanker, milling machine, crusher/screeener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4” of asphalt into a recycled binder course. We then pave 2” of top course over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 25 years. They are on the approved State Contract and have always provided excellent work for the County.
I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed $920,000.00.

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

Sincerely,

[Signature]

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
File #: TMP-0693, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with Gorman Brothers for 2019 Cold Recycling Projects

Date: March 5, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep. Attendee 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
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
  Gorman Brothers, Inc.
  200 Church St.
  Albany, NY 12202

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

Amount/Raise Schedule/Fee: $920,000.00
Scope of Services:
  Cold Recycling Projects

Bond Res. No.: HHR45197.22000R
Date of Adoption: $920,000.00

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: HHR45197.22000R
Appropriation Amount: $920,000.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 6/1/19-10/31/19
Length of Contract: 5 MONTHS

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
We request the Legislature’s approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR360 (Crow Hill Rd.) and CR359 (Kropp Rd.) in the Town of Rensselaerville and CR13 (Sickle Hill Rd.) in the Town of Berne.

As part of Albany County’s DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highway.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not too far gone requiring full depth replacement.

In the CIR process, we grind ≈ 4” into the existing asphalt surface. The product is then sent through a crusher, asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a “train” which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4” of asphalt into a recycled binder course. We then pave 2” of top course over that using the Hauling & Placing of Asphalt Contract.
This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 25 years. They are on the approved State Contract and have always provided excellent work for the County.

I have reviewed and evaluated the various contractors providing said service under the New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed $920,000.00.
Contract Award Notification

Title: Group 31555 – Comprehensive Liquid Bituminous Materials
(Ashphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified)
(All State Agencies and Political Subdivisions)
Classification Code(s): 30
NYS Contract Reporter Category/Classification:
Construction, Horizontal – Highways & Roadways;
Maintenance, repair & new construction

Award Number : 23101  (Replaces Award 23001)
Contract Period : April 1, 2018 to March 31, 2020 (Revised January 11, 2019, 2018)
Bid Opening Date : December 21, 2017
Date of Issue : April 1, 2018
Contractor Information : Appears on Page 5 - 14 of this Award

Address Inquiries To:

<table>
<thead>
<tr>
<th>State Agencies &amp; Vendors</th>
<th>Political Subdivisions &amp; Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name : Anthony Montes</td>
<td>Procurement Services - Customer Services</td>
</tr>
<tr>
<td>Title : Contract Management Specialist 2</td>
<td>Phone : 518-474-6717</td>
</tr>
<tr>
<td>Phone : 518-473-1354</td>
<td>Fax : 518-474-2437</td>
</tr>
<tr>
<td>E-mail : <a href="mailto:Anthony.montes@ogs.ny.gov">Anthony.montes@ogs.ny.gov</a></td>
<td>E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a></td>
</tr>
</tbody>
</table>

Procurement Services values your input.

Description
Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

PR # 23101
Contractor Information (Cont’d)

NOTE: See individual contract items to determine actual awardees.

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Telephone #</th>
<th>Fed ID#/NYS Vendor ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC68075</td>
<td>CRAFCO, INC. 6165 West Detroit Street Chandler, Arizona 85226</td>
<td>Toll-Free #: 800-528-8242 Phone #: 610-264-7541 Contact: David Adams E-mail: <a href="mailto:david.adams@crafc.com">david.adams@crafc.com</a> Web Site: <a href="http://www.crafc.com">www.crafc.com</a></td>
<td>860324978 100009735</td>
</tr>
<tr>
<td></td>
<td>Business hours (M-F): 8:00am-5:00pm (Sat, Sun): n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Toll-Free #: n/a Phone #: 518-937-6956 Contact: Anthony Simone E-mail: <a href="mailto:anthony.simone@crafc.com">anthony.simone@crafc.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PC68076</td>
<td>GORMAN BROS., INC. 200 Church Street Albany, New York 12202</td>
<td>Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Kim Wilson E-mail: <a href="mailto:kwilson@gormanroads.com">kwilson@gormanroads.com</a> Web Site: <a href="http://www.gormanroads.com">www.gormanroads.com</a></td>
<td>140704840 1000013676</td>
</tr>
<tr>
<td></td>
<td>Business hours (M-F): 8:30am-4:30pm (Sat, Sun): n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Toll-Free #: n/a Phone #: 518-378-1112 Contact: Kim Wilson E-mail: <a href="mailto:kwilson@gormanroads.com">kwilson@gormanroads.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Date when the Quick Quote is sent to the contractor: February / 13 / 2019

Agency/User: Albany County

Project Name: County Route 13 Project # 13

Project Location: Town of Berne

Please Enter the Depth of Recycling from the drop-down menu: 4 inches

Enter Square Yards to be Recycled = 46,790.000 SqY

Select below Asphalt Emulsions, Polymer Modified Emulsions or PG Binder:
- Asphalt Emulsion* OR PG Binder*
- Fog Seal? Yes
- Square Yards Fog Seal
- Portland Cement? Yes

* (Mix Design will be Provided by Contractor, unless provided by Agency)

Note: For Quick Quote estimating purposes, the following Conversion Factors have been used to calculate the Total Amount of Gallons and Tons needed:

<table>
<thead>
<tr>
<th>Depth of Recycling =</th>
<th>3 inches</th>
<th>4 inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Emulsion =</td>
<td>1.28 gal/SY</td>
<td>1.70 gal/SY</td>
</tr>
<tr>
<td>Polymer Modified Asphalt Emulsion =</td>
<td>1.28 gal/SY</td>
<td>1.70 gal/SY</td>
</tr>
<tr>
<td>PG Binder =</td>
<td>0.95 gal/SY</td>
<td>1.28 gal/SY</td>
</tr>
<tr>
<td>Fog Seal =</td>
<td>0.10 gal/SY</td>
<td>0.10 gal/SY</td>
</tr>
<tr>
<td>Aggregate =</td>
<td>67.50 lbs/SY</td>
<td>90.00 lbs/SY</td>
</tr>
<tr>
<td>Portland Cement =</td>
<td>3.40 lbs/SY</td>
<td>4.50 lbs/SY</td>
</tr>
</tbody>
</table>

Total Gallons Asphalt Emulsion* = 53,000.00 Gallons

Total Gallons PG Binder* = Gallons

Note: Contractors will have the option to offer Asphalt Emulsion or PG Binder in their Quick Quote unless the User indicates (on the user comments section below) that a particular one is required.

Total Gallons Polymer Modified Emulsion* = Not Needed Gallons

Total Gallons Fog Seal = Not Needed Gallons

Total Tons Aggregate* = 450.00 Tons

Total Tons Cement* = 90.00 Tons

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling: 4 inches

Shoulder Milling Disposal by: Contractor
**COLD RECYCLING**

Addition Items (enter a check mark if required):
- Work Zone Traffic Control by Contractor
- Pilot Vehicle Required Number of Pilot Vehicles 1
- Rumble Strips Required Linear Feet of Rumble Strips
- Additional Flaggers Required Number of Additional Flaggers 2
- OCP Insurance Required

Anticipated Project Start Date: 6/1/2019
Agency/User Contact: William Amslow
Agency/User Telephone: 518-765-2786
Quick Quote must be returned by: 2/28/19
Agency/User Comments: (Note: Press Alt+Enter to create a new line)
Asphalt Emulsion required for this project. FG Binder not needed.

**NOTE:**
1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.
### CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION

**Contractor & PC #:** PC67365 - German Bros., Inc.  
**Plant Location:** 446 State Highway 161, Amsterdam, NY  
**Plant #:** L0201  
**Estimated Haul Distance:** 50.00 Miles  
**Telephone:** 518-843-2640  
**Estimated Number of Days or Hours to Complete the Project**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>In Place</th>
<th>Central Plant</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Contractors will have the option to offer Asphalt Emulsion or PG Binder in their Quick Quote unless the user indicated that a particular one was required (please check the user comments section above).

#### Material Price Adjustment Calculation for the Month of: February / 20 19

**D**  
Asphalt Emulsion (from Mix Design*) Price = $2,950 per Gallon  
* (Mix Design will be provided by Contractor, unless provided by Agency)

**E**  
Monthly Material (Emulsion) Price Adjustment per Gallon = $0.00

**F**  
Emulsion Price with Price Adjustment (D + E) = $2,950 per Gallon

**G**  
Total Gallons = 53,000

**H**  
Emulsions Total Cost (F x G) = $156,350.00

**I**  
Polymer Modified Emulsion (from Mix Design*) Price = $0.00 per Gallon  
* (Mix Design will be provided by Contractor, unless provided by Agency)

**J**  
Monthly Material (Emulsion) Price Adjustment per Gallon = $0.00

**K**  
Emulsion Price with Price Adjustment (I + J) = $0.00 per Gallon

**L**  
Total Gallons = 0.00

**M**  
Emulsions Total Cost (K x L) = $0.00

**N**  
PG Binder (from Mix Design*) Price = $0.00 per Gallon  
* (Mix Design will be provided by Contractor, unless provided by Agency)

**O**  
Monthly Material (PG Binder) Price Adjustment per Gallon = $0.00

**P**  
PG Binder Price with Price Adjustment (N + O) = $0.00 per Gallon

**Q**  
Total Gallons = 0.00

**R**  
PG Binder Total Cost (P x Q) = $0.00
<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S</td>
<td>Liquid Bituminous Material (Fog Seal) Price = __________________ per Gallon</td>
<td></td>
</tr>
<tr>
<td>T</td>
<td>Monthly Material (Fog Seal) Price Adjustment per Gallon = $0.000</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Liquid Bituminous Material (Fog Seal) Price w/ Price Adjustment (S + T) = __ /Gal</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Total Gallons = ____________ Gallons</td>
<td></td>
</tr>
<tr>
<td>W</td>
<td>Liquid Bituminous Materials (Fog Seal) Total Cost (U x V) =</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Heat/Haul/Apply Price = $0.180 per Gallon</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Gallons = 3,000,000 Gallons</td>
<td></td>
</tr>
<tr>
<td>Y</td>
<td>Aggregate Total Cost = $9,540,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aggregate (from Mix Design*) Price = __ $30.000 per Ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* (Mix Design will be Provided by Contractor, unless provided by Agency)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Tons = 450.00 Tons</td>
<td></td>
</tr>
<tr>
<td>Z</td>
<td>Portland Cement Total Cost = $23,850.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Portland Cement (from Mix Design*) Price = __ $265.000 per Ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* (Mix Design will be Provided by Contractor, unless provided by Agency)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Tons = 90.00 Tons</td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>Work Zone Traffic Control Price = $0.500 per SY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Square Yards = 46,790,000 SqY</td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>Work Zone Traffic Control Total Cost = $23,395,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Surcharge - Small/Recycled in Short Segments Projects = __ $0.000 per SY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Square Yards = 0.000 SqY</td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>Surcharge - Small/Recycled in Short Segments Proj. Total Cost = $0.000</td>
<td></td>
</tr>
</tbody>
</table>
## Cold Recycling

**Contractor Completes This Section for Quick Quote/Price Calculation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Unit</th>
<th>Quantity/Duration</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Flagger(s)</td>
<td>$800.00 per Day</td>
<td>2 Days</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Pilot Vehicle w/ Driver</td>
<td>$900.00 per Day</td>
<td>1 Vehicle, 3 Days</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>Additional for Rumble Strips</td>
<td>$0.00 per LF</td>
<td>0.000 LF</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mobilization to Project Location</td>
<td>$0.060 per SqY</td>
<td>46,790.00 SqY</td>
<td>$2,807.400</td>
</tr>
<tr>
<td>Shoulder Milling (Contractor Disposal)</td>
<td>$0.000 per SY</td>
<td>0.000 SqY</td>
<td>$0.000</td>
</tr>
<tr>
<td>Shoulder Milling (State/Override Disposal)</td>
<td>$2.000 per SqY</td>
<td>0.000 SqY</td>
<td>$4.000</td>
</tr>
<tr>
<td>OCP Insurance</td>
<td>$1,588.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**                                           |                    |                   | **$5,807.400** |

---

*Note: LF = Linear Feet, SqY = Square Yards.*
<table>
<thead>
<tr>
<th>Project's Total Cost including all the Price Adjustments for:</th>
<th>February / 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project's Total Cost including Price Adjustment</td>
<td>$369,542.400</td>
</tr>
<tr>
<td>((C+H+M+B+W+X+Y+Z/A1+B1+C1+D1+E1+F1+G1+H1+I1))</td>
<td></td>
</tr>
<tr>
<td>Can Contractor Supply?</td>
<td>Yes</td>
</tr>
<tr>
<td>Can Contractor meet Schedule?</td>
<td>Yes</td>
</tr>
<tr>
<td>Print Name</td>
<td>Kim Wilson</td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Contractor Signature</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:**
1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the
**COLD RECYCLING**

**AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION**

Date when the Quick Quote is sent to the contractor:  **February / 13 / 20 19**

Agency/User:  **Albany County**

Project Name:  **County Route 359**  
Project #:  **359**

Project Location:  **Town of Rensselaerville**

Please Enter the Depth of Recycling from the drop-down menu:  **4 inches**

Enter Square Yards to Be Recycled:  **9,350,000 SqY**

Select below Asphalt Emulsions, Polymer Modified Emulsions or PG Binder:

- **Asphalt Emulsion** OR **PG Binder**

Fog Seal?  **Square Yards Fog Seal**  **9,350,000 SqY**

Portland Cement?  

* (Mix Design will be Provided by Contractor, unless provided by Agency)

Note: For Quick Quote estimating purposes, the following Conversion Factors have been used to calculate the Total Amount of Gallons and Tons needed:

<table>
<thead>
<tr>
<th>Depth of Recycling</th>
<th>3 inches</th>
<th>4 inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Emulsion</td>
<td>1.28 gal/SY</td>
<td>1.70 gal/SY</td>
</tr>
<tr>
<td>Polymer Modified Asphalt Emulsion</td>
<td>1.28 gal/SY</td>
<td>1.70 gal/SY</td>
</tr>
<tr>
<td>PG Binder</td>
<td>0.96 gal/SY</td>
<td>1.28 gal/SY</td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.10 lbs/SY</td>
<td>0.10 lbs/SY</td>
</tr>
<tr>
<td>Aggregate</td>
<td>67.50 lbs/SY</td>
<td>90.00 lbs/SY</td>
</tr>
<tr>
<td>Portland Cement</td>
<td>3.40 lbs/SY</td>
<td>4.50 lbs/SY</td>
</tr>
</tbody>
</table>

**Total Gallons Asphalt Emulsion** =  **14,500.00** Gallons  
or  
**Total Gallons PG Binder** =  

**Note:** Contractors will have the option to offer Asphalt Emulsion or PG Binder in their Quick Quote unless the User indicates (on the user comments section below) that a particular one is required.

**Total Gallons Polymer Modified Emulsion** =  **Not Needed** Gallons  

**Total Gallons Fog Seal** =  **Not Needed** Gallons  

**Total Tons Aggregate** =  **110.00** Tons  

**Total Tons Cement** =  **24.00** Tons  

**Square Yards of Shoulder to be Milled** =  **0.000** SqY  

**Depth of Milling:**  **4 inches**  

**Shoulder Milling Disposal by:**  **Contractor**
**Additional Items (enter a check mark if required):**

- Work Zone Traffic Control by Contractor
- Pilot Vehicle Required Number of Pilot Vehicles 1
- Rumble Strips Required Linear Feet of Rumble Strips
- Additional Flaggers Required Number of Additional Flaggers 2
- OCP Insurance Required

Anticipated Project Start Date: 6/1/2019

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: 2/28/19

Agency/User Comments: (Note: Press Alt+Enter to create a new line)
Asphalt Emulsion required for this project. FG Binder not needed.

**NOTE:**
1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.
**COLD RECYCLING**

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION**

Contractor & PC #: PC67365 - Gorman Bros., Inc.

Plant Location: 446 State Highway 161, Amsterdam, NY  
Plant #: L0203

Estimated Haul Distance: 50.00 Miles  
Estimated Number of Days: 4 or Hours to Complete the Project

<table>
<thead>
<tr>
<th>Equipment</th>
<th>In Place</th>
<th>Central Plant</th>
</tr>
</thead>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Recycling Price</td>
<td>$2.800 per Square Yard</td>
</tr>
<tr>
<td>B</td>
<td>Total Square Yards</td>
<td>9,350,000 SqY</td>
</tr>
<tr>
<td>C</td>
<td>Recycling Total Cost (A x B)</td>
<td>$26,180,000</td>
</tr>
</tbody>
</table>

Note: Contractors will have the option to offer Asphalt Emulsion or PG Binder in their Quick Quote unless the User indicated that a particular one was required (please check the user comments section above).

**Material Price Adjustment Calculation for the Month of:** February / 20 19

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Asphalt Emulsion (from Mix Design*) Price</td>
<td>$2.950 per Gallon</td>
</tr>
<tr>
<td>E</td>
<td>Monthly Material (Emulsion) Price Adjustment per Gallon</td>
<td>$0.000</td>
</tr>
<tr>
<td>F</td>
<td>Emulsion Price with Price Adjustment (D + E)</td>
<td>$2.950 per Gallon</td>
</tr>
<tr>
<td>G</td>
<td>Total Gallons</td>
<td>14,500.00 Gallons</td>
</tr>
<tr>
<td>H</td>
<td>Emulsions Total Cost (F x G)</td>
<td>$42,775.00</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Polymer Modified Emulsion (from Mix Design*) Price</td>
<td>$9,000 per Gallon</td>
</tr>
<tr>
<td>J</td>
<td>Monthly Material (Emulsion) Price Adjustment per Gallon</td>
<td>$0.000</td>
</tr>
<tr>
<td>K</td>
<td>Emulsion Price with Price Adjustment (I + J)</td>
<td>$9,000 per Gallon</td>
</tr>
<tr>
<td>L</td>
<td>Total Gallons</td>
<td>6,000 Gallons</td>
</tr>
<tr>
<td>M</td>
<td>Emulsions Total Cost (K x L)</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>PG Binder (from Mix Design*) Price</td>
<td>$0.000 per Gallon</td>
</tr>
<tr>
<td>O</td>
<td>Monthly Material (PG Binder) Price Adjustment per Gallon</td>
<td>$0.000</td>
</tr>
<tr>
<td>P</td>
<td>PG Binder Price with Price Adjustment (N + O)</td>
<td>$0.000 per Gallon</td>
</tr>
<tr>
<td>Q</td>
<td>Total Gallons</td>
<td>0.000 Gallons</td>
</tr>
<tr>
<td>R</td>
<td>PG Binder Total Cost (P x Q)</td>
<td>$0.000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>COLD RECYCLING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ S $ Liquid Bituminous Material (Fog Seal) Price = ________ per Gallon</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Material Price Adjustment Calculation for the Month of:</strong></td>
<td><strong>February / 20 19</strong></td>
<td></td>
</tr>
<tr>
<td>$ T $ Monthly Material (Fog Seal) Price Adjustment per Gallon = $0.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ U $ Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment ($ S + T ) = ________ /Gal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ V $ Total Gallons = ________ Gallons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ W $ Liquid Bituminous Materials (Fog Seal) Total Cost ($ U x V ) = $</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ X $ Heat/Haul/Apply Price = $0.180 per Gallon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Gallons = 14,500.000 Gallons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ Y $ Heat/Haul/Apply Total Cost = $2,610,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ Z $ Aggregate (from Mix Design*) Price = $30.000 per Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*(Mix Design will be Provided by Contractor, unless provided by Agency)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Tons = 110.00 Tons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ Y $ Aggregate Total Cost = $3300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ Z $ Portland Cement (from Mix Design*) Price = $265.000 per Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*(Mix Design will be Provided by Contractor, unless provided by Agency)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Tons = 24.00 Tons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ Z $ Portland Cement Total Cost = $6,360.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ A $ Work Zone Traffic Control Price = $0.500 per SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Square Yards = 9,350.000 SqY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ A $ Work Zone Traffic Control Total Cost = $4,675,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ B $ Surcharge - Small/Recycled in Short Segments Projects = $0.000 per SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Square Yards = 0.000 SqY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ B $ Surcharge - Small/Recycled in Short Segments Proj. Total Cost = $0.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Additional Flagger(s)</td>
<td>$600.00 per Day</td>
</tr>
<tr>
<td>Number of Additional Flaggers</td>
<td>2</td>
</tr>
<tr>
<td>Number of Days</td>
<td>1</td>
</tr>
<tr>
<td><strong>G1 Additional Flagger(s) Total Cost</strong></td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Price Pilot Vehicle w/ Driver</td>
<td>$900.00 per Day</td>
</tr>
<tr>
<td>Number of Vehicles</td>
<td>1</td>
</tr>
<tr>
<td>Number of Days</td>
<td>1</td>
</tr>
<tr>
<td><strong>D1 Pilot Vehicle w/ Driver Total Cost</strong></td>
<td>$900.00</td>
</tr>
<tr>
<td>Price Additional for Rumble Strips</td>
<td>$0.00 per Linear Foot</td>
</tr>
<tr>
<td>Number of Linear Feet</td>
<td>0.000 LF</td>
</tr>
<tr>
<td><strong>E1 Additional for Rumble Strips Total Cost</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td>Price Mobilization to Project Location</td>
<td>$0.050 per Square Yard</td>
</tr>
<tr>
<td>Total Square Yards</td>
<td>9,350.000 SqY</td>
</tr>
<tr>
<td><strong>F1 Mobilization to Project Location Total Cost</strong></td>
<td>$861.00</td>
</tr>
<tr>
<td>Shoulder Milling (Contractor Disposal)</td>
<td>$0.00 per SY</td>
</tr>
<tr>
<td>Total Square Yards</td>
<td>0.000 SqY</td>
</tr>
<tr>
<td><strong>G1 Shoulder Milling (Contractor Disposal) Total Cost</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td>Shoulder Milling (State/Use Disposal)</td>
<td>$0.00 per SY</td>
</tr>
<tr>
<td>Total Square Yards</td>
<td>0.000 SqY</td>
</tr>
<tr>
<td><strong>H1 Shoulder Milling (State Disposal) Total Cost</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td>OCP Insurance</td>
<td>$1,588.00</td>
</tr>
</tbody>
</table>
GROUP - 31555 - AWARD# 23001 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

COLD RECYCLING

Project's Total Cost including all the Price Adjustments for: February / 20 19

Project's Total Cost including Price Adjustment
(C+H+N+R+W+X+Y+2+A1+E1+C1+D1+E1+F1+G1+H1+I1) = $90,549.00

Can Contractor Supply? Yes
Can Contractor meet Schedule? Yes
Print Name Kim Wilson Date
Contractor Signature

NOTE:
1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the
AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION

Date when the Quick Quote is sent to the contractor: February / 12 / 20 19
Agency/User: Albany County
Project Name: County Route 360 Project # 360
Project Location: Town of Rensselaerville

Please Enter the Depth of Recycling from the drop-down menu: 4 inches
Enter Square Yards to Be Recycled = 50,755.00 SqY
Select below Asphalt Emulsions, Polymer Modified Emulsions or PG Binder:
- Asphalt Emulsion* OR PG Binder*

<table>
<thead>
<tr>
<th>Fog Seal?</th>
<th>Square Yards Fog Seal</th>
<th>Portland Cement?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* (Mix Design will be Provided by Contractor, unless provided by Agency)

Note: For Quick Quote estimating purposes, the following Conversion Factors have been used to calculate the Total Amount of Gallons and Tons needed:

<table>
<thead>
<tr>
<th>Depth of Recycling</th>
<th>3 inches</th>
<th>4 inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Emulsion</td>
<td>1.28 gal/SY</td>
<td>1.70 gal/SY</td>
</tr>
<tr>
<td>Polymer Modified Asphalt Emulsion</td>
<td>1.28 gal/SY</td>
<td>1.70 gal/SY</td>
</tr>
<tr>
<td>PG Binder</td>
<td>0.95 gal/SY</td>
<td>1.28 gal/SY</td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.10 gal/SY</td>
<td>0.10 gal/SY</td>
</tr>
<tr>
<td>Aggregate</td>
<td>67.50 lbs/SY</td>
<td>90.00 lbs/SY</td>
</tr>
<tr>
<td>Portland Cement</td>
<td>3.40 lbs/SY</td>
<td>4.50 lbs/SY</td>
</tr>
</tbody>
</table>

Total Gallons Asphalt Emulsion* = 72,000.00 Gallons
or
Total Gallons PG Binder* = Gallons

Note: Contractors will have the option to offer Asphalt Emulsion or PG Binder in their Quick Quote unless the User indicates (on the user comments section below) that a particular one is required.

Total Gallons Polymer Modified Emulsion* = Not Needed Gallons

Total Gallons Fog Seal = Not Needed Gallons

Total Tons Aggregate* = 550.00 Tons

Total Tons Cement* = 120.00 Tons

Square Yards of Shoulder to be Milled = 0.000 SqY
Depth of Milling: 4 inches
Shoulder Milling Disposal by: Contractor
COLD RECYCLING

Additional Items (enter a check mark if required):

- Work Zone Traffic Control by Contractor
- Pilot Vehicle Required Number of Pilot Vehicles 1
- Rumble Strips Required Linear Feet of Rumble Strips
- Additional Flaggers Required Number of Additional Flaggers 2
- OCP Insurance Required

Anticipated Project Start Date: 6/1/19

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2785

Quick Quote must be returned by: 2/28/19

Agency/User Comments: (Note: Press Alt+Enter to create a new line)
Asphalt Emulsion required for this project. PG Binder not needed.

NOTE:
1. The user and the contractor understand that the Project’s Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project’s Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.
CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION

<table>
<thead>
<tr>
<th>Contractor &amp; PC #:</th>
<th>PC67365 - Geiman Bros., Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Location:</td>
<td>446 State Highway 161, Amsterdam, NY</td>
</tr>
<tr>
<td>Plant #:</td>
<td>L0203</td>
</tr>
<tr>
<td>Estimated Haul Distance:</td>
<td>50.00 Miles</td>
</tr>
<tr>
<td>Estimated Number of Days:</td>
<td>4 or Hours to Complete the Project</td>
</tr>
</tbody>
</table>

| Equipment: | ☑ In Place  ☐ Central Plant |

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Recycling Price = $2.800 per Square Yard</td>
</tr>
<tr>
<td>B</td>
<td>Total Square Yards = 50,755.00 SqY</td>
</tr>
<tr>
<td>C</td>
<td>Recycling Total Cost (A x B) = $142,114.00</td>
</tr>
</tbody>
</table>

Note: Contractors will have the option to offer Asphalt Emulsion or PG Binder in their Quick Quote unless the User indicated that a particular one was required (please check the user comments section above).

| D     | Asphalt Emulsion (from Mix Design*) Price = $2.950 per Gallon |
|       | *(Mix Design will be Provided by Contractor, unless provided by Agency) |

Material Price Adjustment Calculation for the Month of: February / 20 19

| E     | Monthly Material (Emulsion) Price Adjustment per Gallon = $0.00 |
| F     | Emulsion Price with Price Adjustment (D + E) = $2.950 per Gallon |
| G     | Total Gallons = 72,000.00 Gallons |
| H     | Emulsions Total Cost (F x G) = $212,400.00 |

| I     | Polymer Modified Emulsion (from Mix Design*) Price = $9.000 per Gallon |
|       | *(Mix Design will be Provided by Contractor, unless provided by Agency) |

Material Price Adjustment Calculation for the Month of: February / 20 19

| J     | Monthly Material (Emulsion) Price Adjustment per Gallon = $0.00 |
| K     | Emulsion Price with Price Adjustment (I + J) = $9.000 per Gallon |
| L     | Total Gallons = 0.00 Gallons |
| M     | Emulsion Total Cost (K x L) = $0.00 |

| N     | PG Binder (from Mix Design*) Price = $0.00 per Gallon |
|       | *(Mix Design will be Provided by Contractor, unless provided by Agency) |

Material Price Adjustment Calculation for the Month of: February / 20 19

<p>| O     | Monthly Material (PG Binder) Price Adjustment per Gallon = $0.00 |
| P     | PG Binder Price with Price Adjustment (N + O) = $0.000 per Gallon |
| Q     | Total Gallons = 0.000 Gallons |
| R     | PG Binder Total Cost (P x Q) = $0.000 |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>S</strong></td>
<td>Liquid Bituminous Material (Fog Seal) Price = $________ per Gallon</td>
</tr>
<tr>
<td><strong>T</strong></td>
<td>Monthly Material (Fog Seal) Price Adjustment per Gallon = $0.000</td>
</tr>
<tr>
<td><strong>U</strong></td>
<td>Liquid Bituminous Material (Fog Seal) Price w/ Price Adjustment ($ + T) = $________ per Gallon</td>
</tr>
<tr>
<td><strong>V</strong></td>
<td>Total Gallons = _______ Gallons</td>
</tr>
<tr>
<td><strong>W</strong></td>
<td>Liquid Bituminous Materials (Fog Seal) Total Cost (U x V) = $________</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td>Heat/Haul/Apply Price = $0.180 per Gallon</td>
</tr>
<tr>
<td></td>
<td>Total Gallons = 72,000.00 Gallons</td>
</tr>
<tr>
<td></td>
<td>Heat/Haul/Apply Total Cost = $12,960.00</td>
</tr>
<tr>
<td><strong>Y</strong></td>
<td>Aggregate (from Mix Design*) Price = $30.000 per Ton</td>
</tr>
<tr>
<td></td>
<td>Aggregate Total Cost = $16,500.00</td>
</tr>
<tr>
<td><strong>Z</strong></td>
<td>Portland Cement (from Mix Design*) Price = $265.000 per Ton</td>
</tr>
<tr>
<td></td>
<td>Portland Cement Total Cost = $31,800.00</td>
</tr>
<tr>
<td><strong>A1</strong></td>
<td>Work Zone Traffic Control Price = $0.500 per SY</td>
</tr>
<tr>
<td></td>
<td>Total Square Yards = 50,755.00 SqY</td>
</tr>
<tr>
<td></td>
<td>Work Zone Traffic Control Total Cost = $25,377.50</td>
</tr>
<tr>
<td><strong>B1</strong></td>
<td>Surcharge - Small/Recycled in Short Segments Projects = $0.000 per SY</td>
</tr>
<tr>
<td></td>
<td>Total Square Yards = 0.000 SqY</td>
</tr>
<tr>
<td></td>
<td>Surcharge - Small/Recycled in Short Segments Proj. Total Cost = $0.000</td>
</tr>
</tbody>
</table>
COLD RECYCLING

**CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per Unit</th>
<th>Quantity</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C1 Additional Flagger(s)</strong></td>
<td>$800.00 per Day</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td><strong>C1 Total Cost</strong></td>
<td>$6,400.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D1 Pilot Vehicle w/ Driver</strong></td>
<td>$900.00 per Day</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td><strong>D1 Total Cost</strong></td>
<td>$3,600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E1 Additional for Rumble Strips</strong></td>
<td>$0.00 per Linear Foot</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td><strong>E1 Total Cost</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>F1 Mobilization to Project Location</strong></td>
<td>$0.050 per SqY</td>
<td>50,755.00</td>
<td></td>
</tr>
<tr>
<td><strong>F1 Total Cost</strong></td>
<td>$3,045.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>G1 Shoulder Milling (Contractor Disposal)</strong></td>
<td>$0.00 per SY</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td><strong>G1 Total Cost</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>H1 Shoulder Milling (State Disposal)</strong></td>
<td>$0.00 per SY</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td><strong>H1 Total Cost</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I1 OCP Insurance</strong></td>
<td>$1,588.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COLD RECYCLING

Project's Total Cost including all the Price Adjustments for: February / 20 19

<table>
<thead>
<tr>
<th>Project's Total Cost including Price Adjustment</th>
<th>455,784.80</th>
</tr>
</thead>
</table>

Can Contractor Supply? Yes
Can Contractor meet Schedule? Yes
Print Name Kim Wilson
Date 2/24/19
Contractor Signature

NOTE:
1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the
RESOLUTION NO. 121

AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF BERNE AND COEYMANS

Introduced: 4/12/17
By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested permission to move forward with cold-in-place recycling for various County roads in order to keep pace with ever-increasing traffic volume and remedy roadway surface imperfections, and

WHEREAS, The Commissioner reviewed and evaluated the various contractors providing Cold-In-Place Recycling services under New York State contract and has recommended Gorman Brothers, Inc. as offering the best value for Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five month agreement with Gorman Brothers, Inc., 200 Church Street, Albany, New York, in an amount not to exceed $850,000 regarding Cold-In-Place Recycling Projects in the Town of Berne and in the Town of Coeymans for the period commencing June 1, 2017 and ending October 31, 2017, and, be it further

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

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

Adopted by unanimous vote. 4/12/17
March 11, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works is requesting the approval to enter into a municipal agreement with the Capital District Transportation Committee (CDTC) to accept $2,500.00 in funding from the Capital Coexist Traffic Safety Ambassador Mini Grant program.

The money will be used to purchase reflective wristbands to be handed out to citizens at various pedestrian and traffic safety events throughout the County. The grant requires a 25% County match. The match will be in the form of in-kind hours worked by staff during events where the wristbands will be handed out.

If you require additional information, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo, P.E.
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for an agreement with CDTC

Date: March 11, 2019
Submitted By: Lisa Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-655-7902

Purpose of Request:
- [ ] Adopting of Local Law
- [ ] Amendment of Prior Legislation
- [ ] Approval/Adoption of Plan/Procedure
- [ ] Bond Approval
- [ ] Budget Amendment
- [x] 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):
- [x] Contractual
- [ ] Equipment
- [ ] Fringe
- [ ] Personnel
- [ ] Personnel Non-Individual
File #: TMP-0748, Version: 1

☐ Revenue

Increase Account/Line No.: D5020.4049
Source of Funds: Capital Coexist Traffic Safety Ambassador Mini Grant program
Title Change:

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

Acceptance
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Capital District Transportation Committee
One Park Place
Albany, NY 12205-2676

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

Amount/Raise Schedule/Fee: $2,500
Scope of Services:
Grant Funding for the purchase of reflective wristbands

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☐ No ☒
County Budget Accounts:
Revenue Account and Line: Governor's Traffic Safety D5020.03327
Revenue Amount: $2,500
Appropriation Account and Line: Special Programs D5020.4049
Appropriation Amount: $2,500

Source of Funding - (Percentages)
Federal: 100%
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) April 1, 2019 to December 31, 2019
Length of Contract: 9 months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
We request the Legislature’s approval of an agreement with the Capital District Transportation Committee (CDTC) to accept $2,500.00 in funding from the Capital Coexist Traffic Safety Ambassador Mini Grant program. The money will be used to purchase reflective wristbands to be handed out to citizens at various pedestrian and traffic safety events throughout the county. The grant required a 25% County match. The match will be in the form of in-kind hours worked by staff during events where the wristbands will be handed out.
March 5, 2019

Bill Van Alstyne
Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

Dear Mr. Van Alstyne,

Thank you for your interest in the Capital Coexist Traffic Safety Ambassador Mini Grant program. This letter serves as a notification that a selection committee, including a member of the CDTC Bicycle and Pedestrian Advisory Committee, New York State Departments of Transportation and Health staff, and CDTC staff, has selected your project for partial funding.

The Capital District Transportation Committee received 10 project proposals requesting over $40,000. The submissions were very competitive. Your project was chosen because of its consistency with the New Visions 2040 and Pedestrian Safety Action Plan goals of reducing the number of vehicle crashes involving bicyclists and pedestrians, and increasing the number of bicycle and pedestrian trips in the Capital Region. However, given budget constraints and the nature of the proposed project, the evaluation committee approved reimbursement for up to $2,500.

Your interest in bicycle and pedestrian safety is sincerely appreciated. Enclosed please find an amended Memorandum of Understanding and budget. CDTC will provide a request form for Capital Coexist materials, reporting guidelines, and an invoice template, electronically. Please return the signed MOU by March 30th. If you have any questions please contact Jen Ceponis at jceponis@cdtcmpo.org or at (518) 458-2161.

Sincerely,

Michael V. Franchini
Executive Director
MEMORANDUM OF UNDERSTANDING

This agreement is entered into by and between the Capital District Transportation Committee (CDTC), 1 Park Place, Colonie, NY 12205 and the Albany County Department of Public Works

449 New Salem Rd, Voorheesville, NY 12186

Applicant Address

WITNESSETH

WHEREAS, the 449 New Salem Rd, Voorheesville has requested funds from the CDTC, the

Applicant Address

Metropolitan Planning Organization for the Capital District through the Capital Coexist Traffic
Safety Ambassador Mini-grant Program for the Bicycle & Pedestrian Safety Gear Giveaway

Project Title

WHEREAS, the approved total project cost is $12,330.88

Total Cash

specifically with $2,500 in Federal funds and $9,830.88 Match;

WHEREAS, all materials, video, and applications developed as part of the project will be jointly

owned by CDTC and the Albany County Department of Public Works

Applicant Name

WHEREAS, the approved project will be completed by December 31, 2019; and

WHEREAS, the parties desire to set forth the rights and responsibilities pursuant to this agreement;

NOW, THEREFORE, parties hereby agree to the following:

1. The CDTC shall be responsible for:
   a. Providing CDTC, Capital Coexist and See Be Seen messaging, graphics, and photographs
   b. Attending meetings related to the proposed project as requested by the project applicant
   c. Providing technical assistance to the applicant as requested
   d. Reviewing of deliverables
   e. Reviewing invoices submitted in a previously approved format and providing appropriate
      reimbursement to the project applicant, up to the amount of Federal funds approved

2. The Sponsor shall be responsible for:
   a. Providing the CDTC with the agreed-upon Cash Match
   b. Providing documentation of in-kind labor or materials
   c. Integrating CDTC, Capital Coexist and See Be Seen messaging, logos, graphics, and
design into any printed materials, advertisements, applications, or videos.
   d. Updating CDTC staff on the progress of the proposed project monthly
   e. Informing the CDTC of any obstacles or problems completing the project scope and
      schedule
f. Submitting invoices for completed tasks, including a description of work completed and related receipts no more than once per month, or at the completion of the proposed project. Invoices will be submitted in a format approved by CDTC.
g. Crediting the CDTC as project sponsor
h. Providing a presentation about the project to the CDTC Bicycle & Pedestrian Advisory Committee after it has been completed
i. Name CDTC as additional insured on liability insurance

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this
day of

FOR THE CAPITAL DISTRICT
TRANSPORTATION COMMITTEE

Michael V. Franchini
Executive Director

FOR THE

__________________

Name

Title
16. Project Costs

<table>
<thead>
<tr>
<th>Cost Element</th>
<th>CDTC Funding Requested (reimbursement request)</th>
<th>Total Cost (reimbursement + match)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor (Name: __ hours @ $ ___ rate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-kind labor is covered by the Program Director, Bill Van Alstyne 76.5 hours @ 28.78/hour = $2,201.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer Hours 309 hours @ $24.69/hour = $7,629.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Match = $2,201.67 + $7,629.21 = $9,830.88</td>
<td></td>
<td>9,830.88</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials (item name @ $ ___ each)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,380 Reflective Wrist Wraps @ $1.05 each</td>
<td>2,500</td>
<td>2,500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,500</td>
<td>12,330.88</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,500</td>
<td>12,330.88</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,500</td>
<td>12,330.88</td>
</tr>
</tbody>
</table>

(No more than 75% of total cost, up to $5,000) (Total project cost including matching funds)

17. Description of the applicant and how the Capital Coexist Traffic Safety Ambassador Program fits into its mission or is related to its business.

William Van Alstyne has been the Traffic Safety Educator at Albany County DPW for the past 29 years – 1989 - present. He has developed effective educational strategies (such as the musical traffic safety program for children) to educate the public. He has also established a network of traffic safety professionals in Albany County with the mission of preventing deaths and injuries due to traffic crashes. It is imperative that bicyclists and pedestrian co-exist in the Highway Transportation System. This will be done through...

18. Additional information about this project or initiative to be considered (see evaluation criteria):

The purpose of this program is to prevent injuries and deaths due to traffic crashes to bicyclists and pedestrians. With the retro-reflectivity of the wrist wraps and the added safety of being seen by motorists, bicyclists and pedestrians will be encouraged to makes more trips without their motor vehicles.

Albany County is committed to this project with events already scheduled (mentioned...
### APPROPRIATIONS

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>D 5020 44049</td>
<td>Special Programs</td>
<td>2,500.00</td>
<td></td>
<td></td>
<td>Public Works</td>
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</tbody>
</table>

**TOTAL APPROPRIATIONS**

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tr>
<td>2,500.00</td>
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### ESTIMATED REVENUES

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
<th>INCREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>D 5020 03327</td>
<td>Governors Traffic Safety Program</td>
<td></td>
<td>2,500.00</td>
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<td></td>
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</table>

**TOTAL ESTIMATED REVENUES**

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>2,500.00</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**GRAND TOTALS**

<p>| | | | | | |</p>
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<thead>
<tr>
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<tr>
<td>2,500.00</td>
<td>2,500.00</td>
<td></td>
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</tr>
</tbody>
</table>
March 5, 2019

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

Dear Mr. Joyce,

The Albany County Water Purification District (ACWPD) is requesting approval to enter into a contract with Arcadis of New York, Inc. in response to RFP #2018-109 for Engineering Services for the Joint Regional Biosolids Facility that will be co-owned and operated by both the ACWPD and the Saratoga County Sewer District (SCSD). This contract consists of two main phases, the first phase being design services and the second being construction administration and observation services. The total project costs including engineering fees will be equally shared between both ACWPD and SCSD.

This project will have a significant benefit to the operation and maintenance of three of the largest treatment plants in the Capital Region and will allow ACWPD to shut down all four of its incinerators and address biosolids handling equipment that has reached the end of its useful life. This project will also allow ACWPD to receive biosolids from smaller treatment plants in the area and accept high strength organic waste. By sharing in the operation and maintenance expenses it will help reduce costs to the rate payers of both Counties.

The Districts received two proposals, one from Arcadis of New York, Inc. (Arcadis) and the other from Barton and Loguidice with the following proposal costs:

<table>
<thead>
<tr>
<th>Company</th>
<th>Proposal Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcadis of New York, Inc.</td>
<td>$5,806,200.00</td>
</tr>
<tr>
<td>Barton and Loguidice</td>
<td>$5,407,500.00</td>
</tr>
</tbody>
</table>

The Districts formed a review committee comprised of the members listed below to evaluate the proposals.

Timothy S. Murphy, Executive Director, ACWPD  
Angelo Gaudio, Project Developer, ACWPD  
Tyler Masiek, Superintendent of Operations, ACWPD  
Brent Garlock, Chief Operator, ACWPD  
Daniel Rourke, Executive Director, SCSD  
Chad Cooke, Deputy County Administrator, Saratoga County  
Sue Duff, Chief Operator, SCSD  
Jim Bolduc, Assistant Chief Operator, SCSD
Interviews were held with both firms on January 8, 2019. Overall the committee scoring was in favor of Arcadis of New York, Inc. Based on the committee’s evaluations, Arcadis demonstrated the needed qualifications, is familiar with both District’s facilities, has a clear understanding of the project scope, and has a major local presence and staffing levels needed to meet an aggressive project schedule.

The following summarizes the committee’s justification for their recommendation to select Arcadis:

- Arcadis will be teaming with CDM-Smith and CHA. All three firms have done work at both Districts and are familiar with each of the facilities impacted by the proposed project.
- Each firm, Arcadis, CDM-Smith, and CHA have offices in the Capital Region and their local staff will have a significant role in the project development.
- All three firms along with their other listed sub-consultants have adequate staffing levels needed to meet an aggressive project schedule.
- Both Arcadis and CDM-Smith have developed the feasibility studies for both Districts specific to the development of a joint regional biosolids facility, and as such are very familiar with the scope of the project and challenges that need to be met.

Should you have any questions please contact me at 518-447-1624.

Very truly yours,

Angelo S. Gaudio
Acting Executive Director

cc: Dennis A. Feeney, Majority Leader
    Kevin Cannizzaro, Majority Counsel
    Frank Mauriello, Minority Leader
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to award the engineering service contract to Arcadis of New York Inc for the Albany and Saratoga County Joint Regional Biosolids Facility.

1/22/2019
Angelo Gaudio
Water Purification District
Project Developer
518-447-1624
Angelo Gaudio
Angelo Gaudio

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe

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)

Contract Terms/Conditions:

Party (Name/address):
Arcadis of New York, Inc.

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

Amount/Raise Schedule/Fee:
$5,806,200.00 (Total contract amount)
Scope of Services:
Engineering Services

Bond Res. No.:
Date of Adoption:
Click or tap here to enter text.
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: 
Appropriation Account and Line: HGG #2
Appropriation Amount: $5,806,200.00 (total contract amount)
Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 50% Albany County / 50% Saratoga County
Local: Click or tap here to enter text.
Term
Term: (Start and end date) 4/1/2019 through 12/31/2022
Length of Contract: 32
Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain:
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)
Request to award the engineering service contract to Arcadis of New York Inc for the Albany and Saratoga County Joint Regional Biosolids Facility in response to RFP# 2018-109. This contract is structured into two main phases, the first phase being design services and the second phase being construction administration and observation services. The costs of the engineering contract and the project as a whole will be shared between the Albany County Water Purification District and the Saratoga Sewer District with each District being responsible for 50% of total project costs. This results in an Albany County share of $2,903,100.
RFP #2018-109: Engineering Services-Design and Construction Support for a Joint Regional Biosolids Facility

Proposal Rating Worksheet

Reviewer: Cumulative totals

<table>
<thead>
<tr>
<th>Experience with the design of anaerobic digesters, septage/FOG receiving stations, source separated organics, sludge rewetting and biogas to energy systems</th>
<th>Weight</th>
<th>Rate</th>
<th>Score</th>
<th>Rate</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcadis</td>
<td>30%</td>
<td>38.14</td>
<td>11.44</td>
<td>35.07</td>
<td>10.52</td>
</tr>
<tr>
<td>Barton &amp; Loduidice</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience with construction contracts and construction management specific to wastewater facilities.</td>
<td>30%</td>
<td>40</td>
<td>12</td>
<td>33</td>
<td>9.9</td>
</tr>
<tr>
<td>Experience with securing the services of performance contractors for use in biosolids disposal</td>
<td>10%</td>
<td>35</td>
<td>3.5</td>
<td>33</td>
<td>3.3</td>
</tr>
<tr>
<td>References</td>
<td>5%</td>
<td>38</td>
<td>1.9</td>
<td>36</td>
<td>1.8</td>
</tr>
<tr>
<td>Ability to meet project schedule</td>
<td>5%</td>
<td>38</td>
<td>1.9</td>
<td>31.5</td>
<td>1.58</td>
</tr>
<tr>
<td>Value added engineering/innovative design approaches</td>
<td>10%</td>
<td>37.5</td>
<td>3.75</td>
<td>34</td>
<td>3.4</td>
</tr>
<tr>
<td>Fees</td>
<td>10%</td>
<td>32.5</td>
<td>3.25</td>
<td>37</td>
<td>3.7</td>
</tr>
</tbody>
</table>

**TOTALS:** 37.74  34.20

NOTES:
On Wednesday, January 23, 2019, at 4:30 p.m., a quorum being present, a meeting of the Board of Commissioners of the Albany County Water Purification District was held in the conference room at the Albany County Water Purification District North Plant at 1 Canal Road, South, Albany, New York 12204.

Present at the meeting were:

- Nicholas Foglia, Commissioner
- Dennis Rigosu, Commissioner
- Sean Ward, Commissioner
- Timothy Murphy, Executive Director
- Tyler Masick, Superintendent of Operations

Absent: John R. Adair Jr. Chairman
John Bishop, Commissioner

Acting Chairman Rigosu called the meeting to order at 4:40 p.m.

The following topics were discussed and/or acted upon:

1. **Meeting Minutes**
   
   The Board reviewed the minutes of the November 7, 2018, meeting. Being a true and accurate recording of the meeting, a motion was made by Mr. Rigosu and seconded by Mr. Foglia to adopt said minutes; the motion carried unanimously.

2. **Approval of the amended bylaws governing the board of commissioners**
   
   After a brief review of the amended bylaws Article IV.K.7 which addresses the Board's ability to hold executive session while discussing proposed contracts with the District. Mr. Murphy was asked by the board to consult with Albany County Law to make certain the District has this ability. Mr. Thomas DeBose provided clarification stating that discussion of a contract is allowed to be discussed in executive session as it pertains to employment with the District.
3. **Executive Session**

Mr. Rigasu made a motion to enter executive session to discuss the RFP for design of the Regional Biosolids Handling Facility. Mr. Foglia second the motion; the motion passed unanimously. The board entered executive session at 4:45.

At 5:30, Mr. Rigasu made a motion to come out of executive session, Mr. Ward second the motion; the motion passed unanimously.

4. **RFP 2018-109 Approval**

Mr. Rigasu requested a motion be made to approve the recommendation made by the IMA Board of Directors and the scoring team which was comprised of;

Timothy S. Murphy, Executive Director, Albany County Water Purification District
Angelo Gaudio, Project Developer, Albany County Water Purification District
Tyler Masick, Supt. of Operations, Albany County Water Purification District
Brent Garlock, Chief Operator, Albany County Water Purification District
Daniel Rourke, Executive Director, Saratoga County Sewer District
Chad Cooke, Deputy County Administrator, Saratoga County
Sue Duff, Chief Operator, Saratoga County Sewer District
Jim Bolduc, Assistant Chief Operator, Saratoga County Sewer District

... to award the design contract for the Regional Biosolids Handling Facility to Arcadis of New York for $5,806,200. Mr. Ward made a motion and second by Mr. Foglia; the motion passed unanimously.

Acting Chairman Rigasu requested that a motion be made to adjourn the meeting. A motion was made by Mr. Foglia and seconded by Mr. Ward. The meeting was adjourned by Acting Chairman Rigasu at 5:55 p.m.

I certify that the foregoing is a true and correct transcript of the minutes of the meeting of the Board of Commissioners of the Albany County Water Purification District held on January 23, 2019, and whole therefore, that all items requiring Board approval contained in the above minutes were approved by a quorum.

_24-19_
Date

[Signature]
Executive Director

__________
Date Approved by Board
March 5, 2019

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

Dear Mr. Joyce,

The Albany County Water Purification District (ACWPD) is requesting approval to renew a contract with the City of Albany which would allow the City’s landfill to discharge leachate to ACWPD for treatment and disposal in exchange for the City’s landfill accepting incinerated biosolids ash along with grit and screenings from both ACWPD’s North and South treatment facilities. There are no fees associated with this agreement and this agreement serves as a great example of shared services among government agencies.

This existing five year contract expires May 2019 and both ACWPD and the City are interested in renewing the agreement for another five year term.

Very truly yours,

Angelo S. Gaudio  
Acting Executive Director

cc: Dennis A. Feeney, Majority Leader  
Kevin Cannizzaro, Majority Counsel  
Frank Mauriello, Minority Leader  
Amis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Renew a long standing contract with the City of Albany for shared services. Water Purification District will accept the City’s landfill leachate in exchange for the City accepting incinerator ash, grit and screening from the Water Purification District treatment facilities

Date: 3/5/19
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Acting Executive Director
Phone: 518-447-1624
Department Rep.: Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
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) Intermunicipal Agreement

Contract Terms/Conditions:

Party (Name/address):
City of Albany
Department of General Services
1 Conners Boulevard
Albany, NY 12204

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:
Accept City leachate for disposal in exchange for City accepting
incinerator ash, grit and screenings from ACWPD facilities

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

CONCERNING ALL REQUESTS
**Mandated Program/Service:** Yes ☐ No ☒
**If Mandated Cite Authority:**

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

**County Budget Accounts:**
**Revenue Account and Line:**
**Revenue Amount:**
**Appropriation Account and Line:**
**Appropriation Amount:**

**Source of Funding - (Percentages)**
- Federal:
- State:
- County:
- Local:

**Term**
**Term:** June 2019 - June 2024
**Length of Contract:** 5 year

**Impact on Pending Litigation**
Yes ☐ No ☒
**If yes, explain:**

**Previous requests for Identical or Similar Action:**
**Resolution/Law Number:**
**Date of Adoption:**

**Justification:** (state briefly why legislative action is requested)
Renewal of a long term contract between the ACWPD and the City of Albany. This agreement allows the City of Albany's landfill to discharge leachate to ACWPD for treatment/disposal in exchange the City landfill accepts incinerated biosolids ash, grit and screenings from ACWPD's North and South plants. This is beneficial agreement between both parties and is a good example of shared services between ACWPD and the City of Albany.
February 15, 2019

Mr. Tim Murphy
Albany County Water Purification District
1 Canal Street South
Albany NY 12204

RE: Disposal Contract

Dear Tim:

The purpose of this correspondence is to confirm the City’s desire to enter into contract for the disposal of Leachate generated by the Rapp Road Landfill and ash generated by the Albany County Water Purification District.

As in years past, both entities found the exchange of services to be mutually beneficial and the City desires to continue this relationship.

Please forward draft contract documents to my attention as soon as possible. Should the contract currently in effect expire, the City is willing to abide by current terms until a new contract can be fully executed.

Sincerely,

Joseph Giebelhaus
Superintendent of Sanitation Services
ALBANY COUNTY CONTRACT COVER SHEET

COUNTY AGENCY: (Names and addresses; list all parties)
Albany County Sewer District
PO Box 4187
Albany, New York 12204

CONTRACT ENTITY: (Names and addresses; list all parties)
City of Albany
Department of General Services
525 Rapp Road
Albany, New York

RESOLUTION NO: R 120 of 2009

CONTRACT NO: 

TERM: Five years from signing

DOLLAR AMOUNT: no compensation

SCOPE OF SERVICE (brief summary statement)
Leachate treatment

APPENDICES ATTACHED: (specify)
| Schedule A | | Exhibit |
| Schedule B | | Exhibit |
| Schedule C | | Exhibit |
| Schedule D | | Exhibit |
PROFESSIONAL SERVICE AGREEMENT
between
THE CITY OF ALBANY, DEPARTMENT OF GENERAL SERVICES
and
THE ALBANY COUNTY SEWER DISTRICT

Contract Authorization: Resolution 120 of 2009

This is an Agreement made and effective the last date signed below between the City of Albany, Department of General Services (the “LANDFILL”), having offices at the LANDFILL located at 525 Rapp Road, Albany, New York in the County of Albany, and the County of Albany acting by and through the Albany County Sewer District (the “DISTRICT”) a County Sewer District duly formed in accordance with the provisions of Article 5A of County law with offices and the principal place of business at P.O. Box 4187, Albany, New York and the physical address of the North Plant for which this agreement shall allow discharge to, at Canal Road, Menands, New York 12204.

Whereas, the City of Albany is the owner of the City of Albany Rapp Road Solid Waste Management Facility located in the City of Albany, County of Albany, State of New York (hereinafter referred to as the LANDFILL); and

Whereas, the LANDFILL, after an extensive review of available alternatives for the treatment and discharge of LEACHATE, has determined that the most feasible alternative is to continue to discharge the LEACHATE to the facilities of the DISTRICT; and

Whereas, the LANDFILL has determined that the most practical means to accomplish such discharge to the facilities of the DISTRICT is through piping to the City of Albany Pinebush Metering Station to the District's North Plant Facility; and

Whereas, the DISTRICT has determined that its facilities are capable of accepting and treating controlled quantities of LEACHATE, without adversely affecting its plant or receiving water with its effluent; and

Whereas, this Agreement has been duly authorized by the City Board; and

Whereas, this Agreement has been duly authorized by the Albany County Sewer District by resolution, adopted by the Board of Commissioners on February 18, 2009; and
Whereas, this Agreement has been duly authorized by the Albany County Legislature by Resolution No. 120, adopted April 13, 2009; and

Whereas, the LANDFILL has directly discharged LEACHATE to the DISTRICT since October 22, 1999 as referenced in the October 22, 1999 correspondence from the DISTRICT to the LANDFILL regarding LEACHATE disposal with the expansion of the LANDFILL; and

NOW THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

**ARTICLE I - DEFINITIONS**

The following terms shall have the stated meanings whenever used in this AGREEMENT:

1. **LEACHATE** - shall mean for the purpose of this agreement an "Industrial Waste" generated at a municipal LANDFILL located within Albany County. Any solid waste in the form of a liquid, including any suspended components in the liquid, that results from contact with or passage through solid waste.

2. **BOD₅** - shall mean five day biochemical oxygen demand, that is, the quantity of oxygen required for the stabilization of the oxidizable organic matter after five days as determined by Standard Methods latest edition.

3. **Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS)** - shall be as defined and as determined by Standard Methods latest edition.

4. **Interference** - shall be defined in 40 CFR part 403.3 (l).

5. **Pass Through** - shall be as defined in 40 CFR Part 403.3 (n).

6. **Direct Discharge** - shall be defined as the disposal of LEACHATE on a continuous basis from the LANDFILL to the DISTRICT.

**ARTICLE II - GENERAL PROVISIONS**

1. While it remains the LANDFILL is not on NYSDEC's Inactive Hazardous Waste Disposal Site in New York State and the LANDFILL has the authority and capacity to accept solid waste, the terms of this contract remains in effect. The requirements and conditions of this contract are subject to change if this status/classification changes.

2. The DISTRICT agrees to accept Direct Discharge of LEACHATE, for discharge and treatment, from the LANDFILL facilities. The LANDFILL presently Directly Discharges LEACHATE through a tank without storage.
The LANDFILL however, agrees to maintain the storage tank in good working order to store LEACHATE should the discharge of LEACHATE be required to be suspended for a period of time.

3. The composition of LEACHATE wastes discharged by the LANDFILL to the DISTRICT under this AGREEMENT shall only include LEACHATE wastes collected within the LEACHATE containment areas at the LANDFILL. The LANDFILL shall not discharge any other types of wastes to the DISTRICT pursuant to this AGREEMENT.

It is recognized by the parties that LEACHATE may contain contaminants, other than what is presently detected in the LEACHATE and as such should any such constituent cause “pass through” or “interference” with the operation of the DISTRICT's facilities, the DISTRICT may establish specific discharge limits for the same from the LANDFILL.

4. Recognized that the specific concentration of contaminants in the LEACHATE waste is variable in nature, the LANDFILL agrees to regulate the discharge of said contaminants to levels which will not result in the development of pass through or interference within the DISTRICT treatment facilities.

5. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant an average monthly amount of LEACHATE containing no greater than one thousand (1000) pounds of BOD₅ per day and an average monthly hourly amount no greater than forty two (42) pounds per hour.

6. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant, a maximum daily amount of LEACHATE containing no greater than one thousand five hundred (1500) pounds of BOD₅ per day and a maximum hourly amount of sixty three (63) pounds per hour.

7. The LANDFILL and the DISTRICT agree that the acceptable method to determine acceptable concentrations of LEACHATE for disposal at the DISTRICT will be through the sampling and analysis conducted by the LANDFILL (semi-annually) and submitted to the DISTRICT. Should the LANDFILL collect and analysis additional samples, the results shall be reported to the District. The DISTRICT may also require the collection of samples to be analyzed at the DISTRICT facility at no cost to the LANDFILL.

**ARTICLE III - ASH AND LEACHATE**

1. The LANDFILL and DISTRICT agree that the required LEACHATE sample be comprised of a grab sample on a monthly basis. This sample must be representative of the entire volume of LEACHATE discharged.
2. The DISTRICT agrees to receive a collected grab sample from the LANDFILL and perform as required and/or deemed necessary by the DISTRICT, laboratory analysis for the determination of COD, BOD₅ and TSS.

3. The LANDFILL agrees to inform the DISTRICT as to the analytical results it is required to perform as per its 6 NYCRR Part 360 permit.

4. The LANDFILL agrees to allow the DISTRICT or its representatives, exhibiting proper credentials and identification, to enter the LANDFILL LEACHATE system, for the purpose of inspecting and/or sample collection.

5. The LANDFILL agrees to maintain records and allow the District access to all records regarding the collection and disposal of Leachate for a minimum of 3 years.

6. The DISTRICT shall allow the LANDFILL or its representatives, exhibiting proper credentials and identification, to access the DISTRICT ASH collection lagoons, for the purpose of inspecting and/or sampling collection.

7. Prior to the disposal of ASH to the LANDFILL, the DISTRICT will take a grab sample of ASH and perform a Total Characteristic Leaching Procedure (TCLP). The District will provide the LANDFILL with these results prior to the disposal of the ASH. The LANDFILL shall have the ability to take a grab sample of the DISTRICT's ASH and perform a TCLP (at the LANDFILL's expense) and shall share the results with the DISTRICT. Should TCLP results not meet LANDFILL specifications, the LANDFILL has the right to refuse acceptance of the ASH.

8. The DISTRICT will insure that the ASH meets 20% solids at a minimum and contains no free liquid in accordance with 6 NYCRR Part 360. The volume of ASH to be disposed of at the LANDFILL shall not exceed 12,000 yards (7,000 tons) per year unless otherwise agreed to by the LANDFILL.

**ARTICLE IV - FLOW MEASUREMENT**

1. Continuous flow measurement shall be maintained by the LANDFILL through means of a flowmeter located on the discharge pipe of the LEACHATE collection system. The flowmeter shall be capable of totalizing flows.

2. The LANDFILL upon completion of each days discharge will record the total volume of LEACHATE discharged. A summation sheet will be provided to The DISTRICT at the end of each month on which discharge occurred.
ARTICLE V - FEES

1. In consideration of the mutual understanding set forth in this AGREEMENT, the LANDFILL and the DISTRICT agree to incur the analytical, collection and discharge costs associated with their respective operations. If additional costs become associated with the proper disposal of LEACHATE or ASH due to changes in Federal, State or Local regulations, the LANDFILL and the DISTRICT will be required to incur the cost for their respective operations.

2. In consideration of the mutual understanding set forth in this AGREEMENT, the LANDFILL and the DISTRICT agree that it is in their best interest not to charge each other for the cost of treatment/disposal of the LEACHATE/ASH at each other's facility.

ARTICLE VI - FACILITIES OPERATION AND MANAGEMENT

1. Facilities and Operation - The LANDFILL has constructed and will continuously operate and maintain LEACHATE collection facilities and keep the same in good working order at all times.

2. Qualified Operator - The LANDFILL shall designate a qualified individual to oversee the sampling and discharge from the LEACHATE collection system.

3. Liaison - The DISTRICT shall designate one qualified individual to act as a liaison between the LANDFILL and the DISTRICT.

4. Sewer Use - The LANDFILL agrees to operate and maintain the facility in accordance with Local Law #F for 2008 and amendments thereto.

5. Emergencies - The LANDFILL shall notify the DISTRICT immediately of any abnormal or emergency conditions affecting the discharge, such as spills develop or cause to have developed spill prevention and countermeasure control containment, as required by Local Law #F 2008. Said procedures shall be approved by the DISTRICT and shall be submitted with 60 days after executing this contract.

6. Modification of Discharge Limits - The DISTRICT reserves the right to decrease allowable discharge limitation in accordance with Local Law #F, 2008, pretreatment program regulations and SPDES permit limits and regulations. Any such modifications shall be in compliance with 40 CFR Part 403.18.

7. Review of Operation - The DISTRICT reserves the right to periodically inspect and review the operation of the LEACHATE collecting facilities and to request
changes in operating procedures if it is deemed necessary and for good cause to protect DISTRICT operations and permit. Modification of requirements may justify renegotiation of this AGREEMENT.

8. The discharge of wastewater solids or wastewater sludges other than those normally present in the discharge from the LEACHATE collection system in their present state is prohibited.

9. Any modification of LANDFILL LEACHATE holding facilities as they presently exist shall be subject to the review of the DISTRICT.

ARTICLE VII - PERMIT AND APPROVAL

The LANDFILL agrees to obtain all required governmental approvals and permits that pertains to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

The DISTRICT agrees to obtain all required governmental approvals and permits that pertains to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

In accordance with 40 CFR Part 403.5 the Landfill is prohibited to allow discharge to the District:

1. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

2. Pollutants which will cause corrosive structural damage to the POTW or its appurtenances, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.

3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;

4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.

5. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104°F)
unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.

6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gasses, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

8. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

9. Leachate with a pH less than 5.5 s.u. or greater than 10.0 s.u.

**ARTICLE VIII - FACILITIES SHUTDOWN**

The LANDFILL agrees that it will terminate the discharge of LEACHATE wastes, when such discharge might cause interference or pass through at the DISTRICT's treatment facility, or cause a SPDES permit violation.

**ARTICLE IX - TERM OF AGREEMENT**

This Agreement shall be binding upon the Parties for a term of five (5) years from the last date signed below. The Parties may renew this Agreement upon proper authorization for an additional five (5) year term upon the mutual consent, to run concurrent with the LANDFILL 6 NYCRR 360 permit.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the Parties hereto effective the last date signed below:

County of Albany  Sewer District  City of Albany
By: [Signature]
Michael G. Breslin  John R. Adair, Jr.  Gerald D. Jennings
County Executive  Chair, Board of Commissioners  Mayor
By: [Signature]
Michael D. Perrin
Deputy County Executive
State of New York  
County of Albany  

On this _____ day of __________, 2009, before me, the undersigned, a notary public in and for the state, personally appeared Michael G. Breslin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

__________________________
Notary Public

State of New York  
County of Albany  

On this _____ day of ________, 2009, before me, the undersigned, a notary public in and for the state, personally appeared Michael D. Perrin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

__________________________
Notary Public

State of New York  
County of Albany  

On this _____ day of ________, 2009, before me, the undersigned, a notary public in and for the state, personally appeared Gerald D. Jennings, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

__________________________
Notary Public

State of New York  
County of Albany  

On this _____ day of ________, 2009, before me, the undersigned, a notary public in and for the state, personally appeared John R. Adair, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

__________________________
Notary Public
June 9, 2014

City of Albany
Attn: Hon. Kathy M. Sheehan
24 Eagle St.
Albany, NY 12207

RE: Resolution #82 Leachate Treatment

Dear Mayor Sheehan,

Enclosed please find one fully executed copy of the above subject agreement for your files.

If you have any questions, please feel free to contact me at 518-447-1617.

Very truly yours,

Richard J. Lyons
Executive Director

RJL:sh
Enc.
DATE:       June 6, 2014
TO:          Rich Lyons
             Albany County Sewer District
FROM:        Tracy A. Murphy
             Assistant County Attorney
RE:          Agreement between the County of Albany
             And AM1-The City of Albany, Department of
             General Services Regarding the Sanitary Landfill
             Resolution No. 82 of 2014

Enclosed is an executed duplicate original agreement. Kindly forward the
agreement to the contractor.

Thank you.

TAM/bcd
Enclosure
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE ALBANY COUNTY SEWER DISTRICT
AND THE CITY OF ALBANY, DEPARTMENT OF GENERAL SERVICES
REGARDING THE SANITARY LANDFILL

PURSUANT TO RES. NO. 82, ADOPTED MARCH 10, 2014
(ORIGINAL: RES. NO. 120 of 2009)

THIS AMENDMENT TO AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the “County”) and the City of Albany, having offices at 24 Eagle Street, Albany, New York 12207 in the County of Albany (hereinafter called the “City,” and, together with the County, called the “parties”).

WHEREAS, the City DGS has an agreement with the County to discharge leachate to the facilities of the Albany County Sewer District, said agreement having been designated by resolution No. 120 of 2009 and having a term of five (5) years ending May 12, 2014, plus a renewal option for another five (5) years (hereinafter called the “Agreement”); and

WHEREAS, the parties wish to extend the Agreement for the five (5) year renewal period; and

WHEREAS, this Amendment to Agreement has been duly authorized by the Albany County Sewer District by resolution, adopted by the Board of Commissioners on April 16, 2014; and

WHEREAS, this Agreement has been duly authorized by the Albany County Legislature by Resolution No. 82 adopted March 10, 2014; and

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

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

1. That the Agreement at ARTICLE IX - TERM OF AGREEMENT shall be amended to read as follows:

This Agreement shall be mutually binding upon both parties for a term of five (5) years, beginning May 12, 2014 and ending May 12, 2019. There are no renewal terms.
IN WITNESS WHEREOF, this AMENDMENT TO AGREEMENT has been executed by the parties hereto effective the day and year first above written.

COUNTY OF ALBANY

DATED: 6/8/14

BY: ____________________________
Daniel P. McCoy
County Executive
or
Philip Calderone
Deputy County Executive

CITY OF ALBANY

DATE: 5/14/14

BY: ____________________________
Kathy M. Sheehan
Mayor
STATE OF NEW YORK  )
COUNTY OF ALBANY    ) SS.:

On the _____ day of ____________, 2014, before me, the undersigned,
personally appeared Daniel P. McCoy, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by
his signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

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NOTARY PUBLIC

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

On the 5th day of June, 2014, before me, the undersigned,
personally appeared Philip Calderone, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by
his signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

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NOTARY PUBLIC

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

On the 14th day of May, 2014, before me, the undersigned,
personally appeared Kathy M. Sheehan personally known to me or proved to me on the
basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person upon behalf of which the individual(s) acted, executed the
instrument.

________________________
NOTARY PUBLIC, State of New York
Qualified in Albany County
No. 01998048902
Commission Expires Oct 2, 2014

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NOTARY PUBLIC, State of New York
Qualified in Albany County
Olpe 6242954
Expires 06/13/15