AGENDA
PUBLIC WORKS COMMITTEE
APRIL 23, 2019

PREVIOUS BUSINESS:
APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING THE SHERIFF’S OFFICE TO ENTER INTO AN AGREEMENT WITH SEI DESIGN GROUP REGARDING CONSTRUCTION SERVICES AT THE PUBLIC SAFETY FACILITY BUILDING PROJECT

2. AUTHORIZING THE SHERIFF’S OFFICE TO ENTER INTO AN AGREEMENT WITH THE GILBANE BUILDING COMPANY REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE E-911 EMERGENCY MANAGEMENT FACILITY

3. AUTHORIZING A LEASE AGREEMENT WITH THE PAMAL BROADCASTING REGARDING CORPORATE SUITE #4 AT THE TIMES UNION CENTER

4. AUTHORIZING A LEASE AGREEMENT WITH ROSE AND KIERNAN INSURANCE, INC. REGARDING CORPORATE SUITE #5 AT THE TIMES UNION CENTER
5. AUTHORIZING A LEASE AGREEMENT WITH A - 1 ICE EQUIPMENT DISTRIBUTORS REGARDING CORPORATE SUITE #14 AT THE TIMES UNION CENTER

6. AUTHORIZING A LEASE AGREEMENT WITH KEYBANK NATIONAL ASSOCIATION REGARDING CORPORATE SUITE #15 AT THE TIMES UNION CENTER

7. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF GENERAL SERVICES REGARDING THE SUPPLY OF ELECTRICITY FOR VARIOUS COUNTY FACILITIES

8. AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH DIRECT ENERGY MARKETING, LLC REGARDING THE SUPPLY OF ELECTRICITY FOR VARIOUS COUNTY FACILITY

9. AUTHORIZING AN AGREEMENT WITH BETTE & CRING, LLC FOR CONSTRUCTION SERVICES REGARDING THE SUPERSTRUCTURE REPLACEMENT PROJECT CR202 (SCHOOL RD.) OVER BLACK CREEK AND DECK REPLACEMENT OF CR353 OVER THE TEN MILE CREEK IN THE TOWNS OF GUILDERLAND AND RENSSELAERVILLE

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

11. AUTHORIZING AN AGREEMENT WITH THE CITY OF ALBANY REGARDING THE INSTALLATION OF BOLLARDS AND RELATED IMPROVEMENTS AT THE TIMES UNION CENTER

12. AUTHORIZING AN AGREEMENT WITH RICOH USA, INC. REGARDING THE LEASE AND MAINTENANCE OF HIGH SPEED AND COLOR COPIERS FOR THE COUNTY OF ALBANY

13. AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS REGARDING INSPECTION AND TESTING OF SAMPLE FUEL STORED AT RETAIL FUEL OUTLETS
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 26, 2019. Chairperson Burgdorf, Messrs. Smith, Simpson, Miller, Tunny, Mauriello, Frainier and Cahill, were present. Messrs. O’Brien were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing an Agreement with the New York Power Authority Regarding the Purchase and Installation of Streetlights: The County Executive requested authorization to enter into a five-year Energy Services Program Master Cost Recovery Agreement (MCRA) with NYPA as the first step necessary for the purchase of streetlights and the installation of LED lighting pursuant the Countywide Shared Service Initiative between the County of Albany and municipalities throughout the County for a term commencing April 15, 2019 and ending April 14, 2024. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an Agreement with the Croyle Quality Contractors Regarding Painting at the Department of Social Services: The Commissioner of the Department of General Services requested authorization to enter into an agreement with Croyle Quality Contractors regarding painting for the Department of Social Services (DSS) located at 162 Washington Ave., Albany, NY in an amount not to exceed $144,980 for a term commencing May 1, 2019 and ending April 30, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Amending Resolution No. 143 for 2018 Regarding Professional Architectural and Engineering Services for Various Albany County Projects: Due to a high volume of countywide projects, the Commissioner of the Department of General Services requested authorization to amend Resolution No. 143 for 2018, an agreement with C.T. Male in the amount of $250,000 to indicate a new total amount not to exceed of $550,000. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

4. Amending Resolution No. 191 for 2018 Regarding the Construction of the Rail Trail Phase I Improvement Project: The Commissioner of the Department of Public Works requested authorization to amend the aforementioned agreement with Peter Luizzi & Brothers Contracting, Inc. in the amount of $115,549 in order to add additional fencing along areas of the rail trail where fencing is needed, for a total amount not to exceed $1,003,487 rather than $887,930. After a brief discussion, the Committee voted
unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing an Agreement with Cornell Cooperative Extension of Saratoga County for Removal of Invasive Species at Ann Lee Pond: The Commissioner of the Department of Public Works requested authorization to enter into an agreement with Cornell Cooperative Extension of Saratoga County in collaboration with the Capital-Mohawk Partnership for Regional Invasive Species Management (PRISM) regarding the removal of Lesser Celandine at the Ann Lee Pond. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing an Agreement with Gorman Brothers, Inc. Regarding Cold-in-Place Recycling for County Roads Located in the Towns of Rensselaerville and Berne: The Commissioner of the Department of Public Works requested authorization to enter into an agreement with Gorman Brothers, Inc., 200 Church Street, Albany, New York, in an amount not to exceed $920,000 regarding Cold-In-Place Recycling Projects in the Town of Rensselaerville and in the Town of Berne for the period commencing June 1, 2019 and ending October 31, 2019. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Authorizing an Agreement with the Capital District Transportation Committee Regarding Grant Funding and Amending the 2019 Department of Public Works Budget: The Commissioner of the Department of Public Works requested authorization to enter into an agreement with the Capital District Transportation Committee regarding the Capital Coexist Traffic Safety Ambassador Mini Grant for an amount of $2,500, with a 25% County match required, for a 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.

8. Authorizing an Agreement with Arcadis of New York, Inc. Regarding Design, Construction Administration, and Observation Services at the Joint Regional Biosolids Facility: The Acting Executive Director of the Albany County Water Purification District requested authorization to enter into an agreement with Arcadis of New York, Inc. regarding design, construction administration, and observation services at the Joint Regional Biosolids Facility in an amount not to exceed $5,806,200 for a term commencing April 1, 2019 and ending December 31, 2022. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
9. Authorizing an Agreement Between the Albany County Water Purification District and the City of Albany Regarding Shared Services: The Acting Executive Director of the Albany County Water Purification District (ACWPD) has requested authorization to enter into a five-year agreement with the City of Albany regarding the District’s treatment of leachate that is produced by the City of Albany’s landfill in exchange for the City of Albany’s landfill accepting incinerated biosolids ash along with grit and screenings from both the North and South treatment facilities for a term commencing May 12, 2019 and ending May 12, 2024. 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.
March 26, 2019

Honorable Andrew Joyce
Albany County Legislature
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I respectfully request legislative action in the form of a resolution authorizing the Albany County Sheriff’s Office to enter into an agreement with SEI Design Group as outlined in the attached proposal, in an amount not to exceed $207,734. In accordance with this agreement, SEI Design Group, a New York State licensed architect, will provide consulting, design and construction administration services for the Albany County Sheriff’s Public Safety Facility and new pre-engineered warehouse storage building.

This project is funded under the 2019-2023 Albany County Capital Plan and the Request For Proposal (RFP #2019-14) process was completed, and following an evaluation of all bids that were received, SEI Design Group was determined to be the winning bidder. This organization was deemed to be highly qualified to provide these services and meets or exceeds all criteria as set forth in the aforementioned Request For Proposal.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.
cc: Hon. Daniel P. McCoy, County Executive
    Hon. Paul Miller, Public Safety Chairman
    Hon. Dr. Charles Dawson, Audit & Finance Committee
    Kevin Cannizzaro, Esq., Majority Counsel
    Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: MARCH 26, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-6440

DEPT. REPRESENTATIVE ATTENDING COMMITEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW) X
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE, THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING X
GRANT:
NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:  

PARTY (NAME/ADDRESS):

SEI DESIGN GROUP  

187 WOLF ROAD  

ALBANY, NY 12205

AMOUNT/RATE SCHEDULE/FEES:

NOT TO EXCEED $ 207,734.00

TERM:

SCOPE OF SERVICES:  SEI DESIGN GROUP WILL PROVIDE CONSULTING, DESIGN, AND CONSTRUCTION ADMINISTRATION FOR THE ALBANY COUNTY PUBLIC SAFETY BUILDING AND ADJACENT STORAGE BUILDING

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET:  YES  NO  X

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:  2019 CAPITAL PLAN

BOND (RES. NO. & DATE OF ADOPTION)  RES # 184 OF 2018

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE:  YES  NO  X

IF MANDATED CIT: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET:  YES  X  NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

INCLUDED IN 2019 CAPITAL PROJECT

FISCAL IMPACT - FUNDING:  (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY  100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER:

DATE OF ADOPTION:

JUSTIFICATION:  (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS PROPOSED AMENDMENT WOULD ALLOW THE ALBANY COUNTY SHERIFF'S OFFICE TO UTILIZE THE SERVICES OF SEI DESIGN GROUP AS OUTLINED IN THE ATTACHED PROPOSAL AND MOVE FORWARD WITH THE CAPITAL PROJECT AT THE ALBANY COUNTY PUBLIC SAFETY BUILDING IN CLARKSVILLE NY

BACK-UP MATERIAL SUBMITTED  (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY:  CRAIG D APPLE SR

TITLE:  SHERIFF
MEMORANDUM

TO: Michael Martin, William Rice, Kerry Thompson

FROM: Karen Storm
Purchasing Agent

DATE: March 25, 2019

RE: RFP #2019-014

I am in receipt of your recommendation to award the aforementioned Request for Proposals to SEI Design Group in the amount of $207,734.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of SEI Design Group for an award.

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

To: Karen Storm  
Albany County Division of Purchasing

From: Sheriff Craig D. Apple, Sr.

Date: March 25, 2019

Subject: RFP #2019-014 – Architect / Engineer, Clarksville Public Safety Building Project

I am writing with respect to a Request For Proposal (RFP) concerning our desire to hire a New York State Licensed Architect / Engineer to provide consulting, design and construction administration services for the Albany County Sheriff’s Public Safety Facility and new pre-engineered warehouse storage building.

We have scored the proposals with respect to proposer’s comprehension of the required work and scope of services, professional qualifications, price and client references from the following firms; Architecture+, C2 Design Group, C&S. Companies, Lothrop Associates, Rhinebeck Architecture, WCGS Architects, William Taylor Architects and SEI Design Group.

These firms we scored by the following personnel;
1. Michael L. Martin, PE, Director of Facilities Engineering Division, Albany County DGS
2. Michael S. Monteleone, Undersheriff of the Albany County Sheriff’s Office
3. Kerry B. Thompson, Chief Deputy of the Albany County Sheriff’s Office
4. William M. Rice, Chief Deputy of the Albany County Sheriff’s Office

As you are well aware, after everything was reviewed and scored by the individuals noted above, they concurred and unanimously ranked SEI Design Group highest. Therefore, I respectfully request your office supply me with a concurrence letter for presentment to the Albany County Legislature.

Should you have further questions, please do not hesitate to contact me.
• Part of Capital Project
• RLA (#2019-14) process followed
• Received 8 Proposals
• Proposals ranked by Sheriff’s Office & DGS
  o Comprehension of scope of work required
  o Experience
  o Professional Qualifications
  o Client references
  o **Price**
    • SEI Design Group - $207,734
    • William Taylor Associates - $320,250
    • C&S Companies - $356,896
    • Architecture+ - $451,500
    • C2 Design Group - $479,345
    • Rhinebeck Architecture - $555,000
    • Lorthrop Associates - $699,900
    • WCGS Architects - $833,649

• Purchasing concurred with our ranking of bids
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Chief Engineer: William Doe
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**NOTES:**
Proposal for Architectural/Engineering Services
County of Albany

RENOVATION DESIGN OF THE
EXISTING PUBLIC SAFETY BUILDING AND
DESIGN OF A NEW PRE-ENGINEERED
WAREHOUSE STORAGE BUILDING
RFP # 2019-014

Matthew S. Monaghan, AIA
Senior Principal
187 Wolf Road, Suite 304
Albany, NY 12205
(518) 435-2467
www.SEIdesigngroup.com

March 1, 2019

ENGAGE • IMAGINE • INSPIRE
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: New York State licensed Architect/Engineer to provide consulting services associated with the, planning, evaluation/assessment of existing conditions, reconfiguration, space planning, budget pricing, design and preparation of construction & bid documents and also performing Construction Administration Services

RFP Number: 2019-014

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County’s Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

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

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

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

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

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

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

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

   (a) Non-Collusive Bidding Certificate (Attachment “A”)

   (b) Acknowledgment by Bidder (Attachment “B”)

   (c) Vendor Responsibility Questionnaire (Attachment “C”)

   (d) Iranian Energy Divestment Certification (Attachment “D”)

   (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment “E”) “E” not included in RFP documents

7. Communication concerning this Proposal shall be addressed to:

   Mr. Matthew S. Monaghan, AIA

   Senior Principal

   SEI Design Group Architects, DPC

   Phone: 518-435-2467

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
SEI design group

March 1, 2019

Ms. Karen Storm, Purchasing Agent
Albany County Department of General Services, Purchasing Division
112 State Street, Room 820
Albany, New York 12207

RE: Proposal for Architectural/Engineering Services
Renovation of Existing Public Safety Building and New Warehouse Storage Facility
RFP # 2019-014

Dear Ms. Storm:

SEI Design Group is excited about the above referenced project and, as requested by Albany County, provides our proposal to provide services to complete your project. SEI Design Group’s six principals have many years of experience working with public facilities throughout New York State. We all have a common business philosophy that includes exceptional client support, responsible design, and superior quality. This philosophy has resulted in a strong following of clients. We have experience in the planning and development of various types of projects, from critical maintenance projects through additions and new facilities. We are appreciative of the challenge to show how SEI Design Group can assist Albany County by leveraging a seasoned team of professionals to reach your county’s goals.

We hope the enclosed information and our references will confirm that SEI Design Group is extremely qualified to provide the services you need. We would be honored to serve as an extension of your staff and are anxious to become your partner and demonstrate our commitment to exceptional client satisfaction. We are prepared to start work immediately, and look forward to a long-term, successful, professional relationship.

As the contact person for the proposal, I can be reached as follows:
Mailing: 187 Wolf Road, Suite 304, Albany, New York 12205
Phone: 518-435-2467
Email: msm@seidesigngroup.com

Meanwhile, please take a moment to visit our website at www.seidesigngroup.com to learn more about us, our services offered and experience. You should find both our website and blog very informative. I look forward to hearing from you in the near future.

Thank you for considering SEI Design Group.

Sincerely,

Matthew S. Monaghan, AIA
Senior Principal
SEI design group
msm@seidesigngroup.com
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
ALBANY COUNTY SHERIFF'S OFFICE
AND
ALBANY COUNTY DIVISION OF FACILITIES ENGINEERING

Renovation of Existing Public Safety Building
and New Warehouse Storage Facility
RFP # 2019-014

Proposer: SEI Design Group

187 Wolf Road, Suite 304
Albany, NY 12205

Contact:
Matthew S. Monaghan, AIA
Senior Principal.

Phone:
518-435-2467

Email:
msm@seidesigngroup.com
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Company Profile

Pictured from left to right: Matthew Schools, Brian Cieslinski, Matthew Monaghan, Michael Ebertz, Victor Tomaselli, Ted Mountain, Stephen Staveski, and Glen-Paul Piane
Not pictured: Kurt Vater and Bradley Moreland

Business History

Founded in June 2006, SEI Design Group is a design specialist that has grown into an award-winning design firm by providing excellent service to our clients, responsive design, and high-quality solutions. With 52 professionals, it is our mission to provide quality service and expertise to all our clients. SEI Design Group shares a company-wide vision to serve as market leaders and trusted advisors to our clients.

SEI Design Group’s Principals have broad and diverse design experience. This combined experience includes planning and designing over $4 billion worth of work. Their individual work experiences complement one another in their abilities to meet the challenging needs of public and private clients alike. They are each seasoned professionals who understand the intricacies of complex problem solving within our industry and profession.
**Our Company**

We believe that success is rooted in the individuals who comprise our team. We focus on collaboration, respect, and continued education for all our members. We believe that:

- We must attract and retain the very best people, who share similar vision and abilities.
- We must create a positive, safe, and enjoyable work environment.
- We must compensate our team fairly and equitably.
- We must reward outstanding performance.
- We must maintain a company-wide vision supported by all members.

**Professional Relationships**

By design, SEI has built an architecture, planning, and consulting firm. We do not employ engineering disciplines in house. This conscious choice was based on the following beliefs:

- We can tailor the engineering team(s) for each project to support a particular project or client needs.
- We can allow clients a choice of engineering teams with whom they may have worked with successfully in the past.
- We can better control the quality of our overall services and deliverables by retaining only those firms that provide outstanding services that match our high-quality standards.
- We have long histories with many professional engineering firms around the state with whom we have worked with successfully in the past.
- We can recommend specialty consultants based on unique or differing project scope to best satisfy client needs best.

---

**Architectural Services**

- Programming
- Master Planning
- Facilities Evaluations
- Building Condition Surveys
- Code Analysis
- Building Systems Analysis
- Life-Cycle Analysis
- Architecture/Engineering
- Program Management
- Concept Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Administration
- Interior Design
- Consulting
- Cost Estimating/Budgeting
- Scheduling Assistance
- Project Representative Services
- Public/Community Information Planning
- LEED
Our Clients

We believe that our success with clients is based on these important services:

- Listening to our clients.
- Translating clients' needs into reliable, smart solutions.
- Providing clients with sound information to make informed decisions.
- Addressing issues or concerns expeditiously.
- Understanding and balancing the complexities of scope, schedule, and budget on each project.
- Providing fair and equitable fees for outstanding services.
- Becoming a trusted advisor to each of our clients.

Office Locations

Albany
Binghamton
Rochester

Section II.
Qualifications/Experience

SEI Achievements

- Rochester Business Journal
  - Largest Architectural firms: 2017-2018
  - RBJ's Coolest Spaces 2018: Rochester City School #12 and SEI Office Parry Building
  - 2017 Ranked #5 out of top 25 firms
  - Top 25 (2012-2017)
  - Top Three Reader Rankings (2017)
- Rochester Top 100 Company
  - 2016-2017
  - 2018 #14
- Learning By Design
  - Outstanding Award (2011-2012, 2015-2018)
- Archrecord.construction.com
  - 2013-2017 Top 300
  - Architectural Firms
- Architectural Record
- Building Design + Construction
  - 2018 Top 25 K-12 School Sector Architecture Firm (nationally)
  - 2012 Top 25 K-12 School Sector Architecture Firm (nationally)
  - 2014 Top 300
- ENR New York
  - 2013 Tri-State's Top Design Firms
  - Top Design Firms (2010-2017)
- Buffalo Business First
  - Largest Construction Projects
  - Ranked by Total Project Value (February 2013)
- Albany Business Review
  - Top 23 Capital Region Architecture Firms (2013) (ranked #6)
  - Ranked #7 out of top 25 firms (2012)
- New York Construction News
- Parry Building Office Renovation (Rochester, NY)
  - 2008 AIA Rochester Design Award for Excellence
  - 2008 AIA New York State Award of Merit
Bus Garage/Maintenance/Warehouse Facility Projects

- Brushton-Molra CSD, Brushton, NY
  - Renovations to Bus Maintenance Facility

- Canajoharie CSD
  - New Bus Garage
  - New gas and diesel fueling facilities

- Churchville-Chili CSD, Churchville, NY
  - Bus Maintenance Facility Upgrades

- Clifton-Fine CSD, Star Lake, NY
  - Bus Maintenance Facility Upgrades

- Granville CSD, Granville, NY
  - New Maintenance Storage Garage

- Heuvelton CSD, Heuvelton, NY
  - Renovations to Bus Maintenance Facility
  - Concession Stand

- Holley CSD, Holley, NY
  - Feasibility Study for Shared Maintenance Facility
  - New Bus Maintenance Facility

- Honeoye Falls-Umpila CSD, Honeoye Falls, NY
  - New Bus Maintenance Facility

- Lansingburgh CSD, Troy, NY
  - Maintenance Storage Building

- New Lebanon CSD, New Lebanon, NY
  - Bus Maintenance Facility Upgrades

- Madrid-Wade Institute CSD, Madrid
  - Bus Maintenance Facility Upgrades

- Manchester-Shortsville CSD, Shortsville, NY
  - Bus Garage Upgrades
  - Storage Building

- Marcellus CSD, Marcellus, NY
  - Bus Maintenance Facility Upgrades

- Marion CSD, Marion, NY
  - Bus Maintenance Facility Upgrades

- Marcus Whitman CSD, Rushville, NY
  - Bus Maintenance Facility Upgrades

- Morristown CSD, Morristown, NY
  - Bus Maintenance Facility Upgrades

- North Rose-Wolcott CSD, Wolcott, NY
  - Baseball Shed

- Penfield CSD, Penfield, NY
  - Conceptual Design, New Transportation Facility

- Penn Yan CSD, Penn Yan, NY
  - New Bus Facility

- Pittsford CSD, Pittsford NY
  - Concession Stand

- Potsdam CSD, Potsdam, NY
  - Covered Bus Garage Renovations and Fueling Station

- Poughkeepsie Public School District
  - Reconstruction of existing boilers, chiller plant and warehouse for energy and storage facility

- Rochester Genesee Regional Transportation Authority, Rochester, NY
  - Bus Storage Facility

- South Lewis CSD, Turin, NY
  - Bus Maintenance Facility Upgrades
  - New Biomass Boiler and Housing

- Spencer-Yan Etten CSD, Spencer, NY
  - Bus Maintenance Facility Upgrades

- Taconic Hills CSD, Crayville, NY
  - Bus Maintenance Facility Upgrades
Municipal, State, Federal Projects

Note: * are projects completed by SEI staff prior to SEI.

- Lebanon Valley Protective Agency
  - New Fire House
- Albany County *
  - Elevator Replacement at 110 State Street
  - Albany City Sewer Roofing Project
  - County Executive Office Renovation at 110 State Street
  - Albany County Escalator Replacement at Times Union Center
- Poughkeepsie Public Library District
  - Prereferendum Services
- RGRTA
  - Bus Storage Facilities
- Town of Esopus *
  - New Library
- Genesee County
  - Roof Project
- Town of Poughkeepsie
  - Community Center at Casperkill
- Town of Irondequoit *
  - Master Facilities Plan
- City of Rochester *
  - City Hall Window Restoration, Roof Repairs, Limestone Repairs
  - Frontier Field, New Sports Facility
  - Highlands Animal Services and Mounted Patrol Building Renovation
  - Kentas Place, Conceptual Site Planning, Conceptual Plans and Elevations for New West Side Police Station
  - New Public Safety Building
- Rundel Library, Rochester, NY *
  - Expansion and Renovation
- Tompkins County Jail *
  - Conversion
- Ulster County
  - Various Construction Related Projects
- DASNY
  - Term Contracts
- PreK-12 Projects
  - Various projects for 63 Districts throughout NYS

The following pages include select project descriptions which include similar scopes of work to that of the County of Albany's project.
SEI assisted the Potsdam Central School District to achieve a successful referendum that District voters approved in December 2012.

Major scopes of work included safety and security, accessibility, and general building and site upgrade measures throughout the district to address immediate needs.

To improve energy efficiency, District-wide LED lighting, District-wide roof replacements, new boilers and conversion of heating from steam to hot water, exterior window and door replacement and insulated cladding systems where implemented.

District-wide fire alarm, security notification and lock-down system coupled with new cameras and secure entrance vestibules were utilized to improve overall District security.

Accessibility upgrades included toilet room renovations and auditorium stage access. Other improvements included kitchen renovations, high school technology wing renovations, elementary main office and nurse suite renovations, asbestos abatement, auditorium upgrades with new seating, sound and lighting, a covered bus garage fueling station, parking, sidewalk and pavement reconstruction, and playground equipment replacement.
SEI completed an $18 million capital project to improve existing facilities which was approved by district voters in May 2008. The project included upgrades to the bus garage and a new biomass boiler and housing.

On June 25, 2010, the district broke ground for its new biomass boiler facility. The facility replaced the district's outdated boiler system. The stand-alone building is approximately 4,500 square feet and houses a new "green" biomass boiler that burns wood chips as its fuel source. The new boiler is sized large enough to not only supply heat to the middle school/high school building, but to the bus garage as well. The facility was completed in November 2010.
Holley Central School District

Project:
Capital Improvement Project,
Phase 2.

Services:
Architectural/Engineering

Major Elements:
- New bus garage including multifunction spaces and bus wash facility
- High school kitchen/cafeteria renovation and expansion
- High school PE Renovation and Expansion
- New light courts

Total Project Cost:
$27.4 Million

Completion Date:
August 2013

Client Reference:
Mr. Robert D'Angelo
Superintendent of Schools
3800 N. Main Street
Holley, NY 14470
(585) 638-6316

SEI performed pre-referendum services for Holley Central School District's $27.4 million project, approved by district voters on May 18, 2010.

Included in the project was a new 10,000 sq. ft. bus garage with multifunction spaces, bus wash facility, security fencing, lighting, bus driver parking, bus parking, and block heaters. Fueling station and monitoring system was included and supported other municipal organizations (village, police, etc.). One adjustable in-ground lift and a smaller vehicle (cars/SUV's) was part of the maintenance garage.
SEI is currently administering the construction of a $16.2 million capital improvement project, including a new bus/transportation facility.

The project involves the demolition of existing office, storage and maintenance space and redistributing that space throughout the existing campus.

The existing bus maintenance facility is also being relocated to an adjacent part of the campus.

The facility will include space for bus maintenance related storage and will also include a secure warehouse space to house the district's records. New office space, driver training and break room facilities will be created inside a new bus garage. New gas and diesel fueling facilities, bus parking and employee parking will support the building's program.
Penfield Central School District

Project:
Transportation Facility

Services:
Architectural/Engineering

Client Reference:
Mr. Mark Sansouci
Assistant Superintendent for Business
2590 Atlantic Avenue
Penfield, NY 14526
(585) 249-5724

SEI provided design services for the Penfield Central School District's combined transportation and buildings and grounds facility for the District. The design was a 21,500 square feet facility incorporating five service bays for the repair of district buses, two additional work bays for the buildings and grounds servicing of their vehicles as well as shared locker rooms, parts storage, offices, conference room, bus driver lounge and common lobby space. The design of the site included a secured bus parking area, new fuel station, separate parking for staff and bus drivers, fire apparatus access road and storm water detention.
Local 1071

Project:
New Facility

Services:
Architectural/Engineering

Project Cost:
$3 Million

Completion Date:
May 2017

Client Reference:
Mr. Eddie Santiago
President
Rochester Firefighters Two
Percent Committee, Inc.
1425 Mt. Read Blvd., Suite
245 Rochester, NY 14606
(585) 458-9250

SEI Design Group was contracted by the IAFF Local 1071 to construct a new facility on vacant parcels located at 45 and 60 Hudson Avenue in Rochester, NY.

The new facility is a one-story, 10,500 sf building with adjacent parking. Aesthetically, the building incorporates traditional fire house elements, including a tower resembling those used for hose drying. Design began in August 2016 and construction was completed in May 2017.

Program elements consisted of a banquet hall for 200 guests with commercial kitchen and lounge; office and meeting spaces; associated support spaces such as a kitchenette, toilet, mechanical, utility, and storage rooms. Site development consisted of parking and utilities.
SEI Design Group, with offices in Albany, Rochester, and Binghamton, has 52 staff members. We have proposed a team of professionals who are highly competent to exceed your expectations. Our Albany office, led by Senior Principal, Matthew Monaghan, AIA, will perform the services requested by the County of Albany. His proposed team members were selected based on education, technical and design expertise, and other experience relevant to the proposed project. Our project team will be committed to the County for the entire project duration and will be available immediately upon project award. They include:

**Matthew S. Monaghan, AIA**
**Senior Principal**
**Principal-in-Charge**

Mr. Monaghan is a Senior Principal and one of the founding members of SEI Design Group. He has 33 years of experience working with school districts. He also has a thorough knowledge of early planning and public information strategies, as well as full A/E services through construction administration.

He understands that thorough planning from the beginning is paramount to the success of any school project. Working with the team, Mr. Monaghan will help to plan a very distinct approach to accomplish the project scope within the given time frame.

**Matthew J. Schools, AIA**
**Principal**
**Sr. Project Manager**

Mr. Schools brings 16 years of educational design experience. Working with the team, Mr. Schools is responsible for overall coordination during the conceptual, schematic, design development, construction documents, and construction phases of the project. He especially drives the important process of the collaborative approach with the team. Whether it be refining and streamlining the communication process during design and construction, or solving complex problems, Mr. Schools has a complete focus on, and obligation to, quality control.

**Russell O. Brady, RA**
**Project Architect**

Mr. Brady has 12 years of experience, which includes PreK-12 school facility design. He works closely with the Senior Project Manager coordinating project requirements from the early planning stages through project completion.

Mr. Brady understands construction, and his willingness to accept challenging projects has led to his success as an architect and project manager.
PROPOSED SUBCONSULTANTS

Engineered Solutions is a corporation registered in New York State that offers professional design services in the disciplines of mechanical and electrical engineering. They have a wide variety of engineering experience in the design of plumbing, HVAC, DDC Controls, electrical, technology, and other specialty systems. Located in Clifton Park and East Greenbush, New York, their geographical area of practice encompasses the Northeastern U.S. Mr. Eric Sheffer, PE, and Mr. Scott Swenson, PE, are providing MEP and technology services, as well as security.

StudioA is a multi-disciplinary Landscape Architecture and Environmental Planning firm located in Saratoga Springs, NY providing design services to both public and private clients throughout the Northeast. They develop low-impact design solutions that are based on an in-depth understanding of a site's natural and man-made resources, clients' goals and objectives, community needs, and regulatory controls. Through research, site analysis, design, and incorporation of technical innovations, each project combines these principles to create places of timeless beauty. Ms. Kirsten Catellier, RLA, ASLA, CLARB, is providing site, civil and landscape services.

SchoderRivers Associates has been providing civil and structural engineering services to their clients in the New York and New England area for over 18 years. The Principals and Owners of the firm, Carl B. Schoder and Shaun M. Rivers, have a combined experience of over 50 years in the design of buildings, bridges, industrial facilities, and civil engineering projects. Clients include architects, municipalities, local industries, developers, and institutional entities. Mr. Shaun Rivers, PE, is providing structural engineering services.

Gheen Engineering, PLLC is a consulting engineering firm that specializes in environmental issues related to building renovation projects. It was founded by Stephen Gheen in May 2008 with the principle of providing detail-oriented service with a personal touch. The firm has the depth of experience needed to reliably respond to environmental issues related to buildings and renovation projects. Whether the environmental concern is asbestos, lead PCBs, mercury, mold, Indoor Air Quality, underground storage tank removal, or Spill Prevention, Control and Countermeasure (SPCC) plans for above-ground storage tanks, Gheen Engineering has the experience to meet your needs. Mr. Stephen Gheen, PE, is providing environmental services.
Matthew S. Monaghan, AIA

Mr. Monaghan is a Senior Principal and one of the founding members of SEI Design Group. He has 33 years of experience in planning, design, and project management on a wide variety of project types, including educational, library, municipal, commercial, corporate, health care, sports facilities, and historic restoration projects with a combined construction value of over $1 billion. Prior to founding SEI Design Group, Mr. Monaghan was a managing principal at a large firm specializing in educational projects in New York, New Jersey, and Delaware.

Mr. Monaghan has worked extensively with clients on planning, design, cost budgeting, and public presentations to package a project that provides maximum value for the available budget.

In addition, all of his projects incorporate sustainable design. One in particular to mention is AuSable Valley Central School District’s $29.8 million capital project, where biomass boilers for their Keeseville Elementary School and the Middle/High School and load shedding generators for all school buildings are being installed for substantial energy and cost savings.

EDUCATION
- Bennington College
  - B.A. / Architecture
- The Architectural Association School of Architecture
  - London, England
  - Extension Studies

Certifications
- NYS Registered Architect #029199

AFFILIATIONS
- American Institute of Architects (AIA)
- International Code Council (ICC)
- New York State Council of School Superintendents (NYSCOSS)
- Rochester Green Building Network (RGBN)
- U.S. Green Building Council (USGBC)
Mr. Schools, Principal, has 16 years of experience (the last 12 years at SEI) in architectural, planning, and design, along with presentations, project and team management, and feasibility studies. His responsibilities include all phases of architectural projects, managing design teams, and coordinating projects with consulting engineers. He also is responsible for the development of master plans and building condition assessments for expanding programs, population growth, and general facility maintenance.

Mr. Schools has been involved in numerous K-12 projects, as noted in Select Projects.

EDUCATION
- Roger Williams University, Bristol, RI
  - Bachelor of Architecture, Cum Laude,
- John Cabot University, Rome, Italy

Certifications
- NYS Registered Architect #040232

AFFILIATIONS
- American Institute of Architects (AIA)
- National Council of Architecture Registration Boards (NCARB)
- New York State Council of School Superintendents (NYSCCOS)
- International Code Council (ICC)
- U.S. Green Building Council (USGBC)
- International Code Council (ICC)
Mr. Brady has 12 years of experience in a variety of architectural projects with an emphasis on educational facility design. These past 12 years have been at SEI Design Group.

As a project architect/project manager, Mr. Brady utilizes this experience to ensure that projects fulfill client expectations and standards and are completed on time and on budget. Working with Owners, sub-consultants, and in-house project teams, Mr. Brady coordinates project requirements from project inception through project completion. This includes Pre-referendum planning, Schematic Design, Design Development, Construction Documents, SED, Bidding, Construction Administration, Close-out and Post project.

In addition, Mr. Brady is involved in technical discussions, project standards and Building Condition Surveys.

EDUCATION
- Farmingdale State College
  - BS in Architectural Engineering Technology
- Hudson Valley Community College
  - AAS, Construction Technology

Certifications
NYS Registered Architect #040763

AFFILIATIONS
- American Institute of Architects (AIA)
- International Code Council (ICC)
- U.S. Green Building Council (USGBC)
Engineered Solutions' Principal, Eric Sheffer, PE, is an Electrical/Communications Engineer with 29 years of experience in the design and construction of educational, healthcare, commercial, and municipal facilities. His experience includes the design of power distribution, fire alarm, lighting, security, telephone, data network, and nurse call systems. Mr. Sheffer's eight years of consulting experience and 21 years of engineering experience ensure that Engineered Solutions designs are cost effective and constructible.

EDUCATION
- SUNY Buffalo – BS/1990
  - Electrical Engineering
- Inside Wiremen Apprenticeship Program Local 86
  Rochester, NY

Certifications
- NYS Registered Professional Engineer, License #081621
- PA Registered Professional Engineer, License #071915

AFFILIATIONS
- Institute of Electrical and Electronic Engineers (IEEE)
- Building Industry Consulting Service International (BICSI)
- American Society of Healthcare Engineering (ASHE)
- National Fire Protection Agency (NFPA)
Mr. Swenson has 15 years of experience in the design and construction of educational, commercial, and healthcare facilities. He is responsible for coordinating the integration of general, specialty, and technology systems into overall building design, supervising all phases of project development including initial evaluations, schematic design, preparation of contract documents, and field inspections, and meeting with Owners' Representatives to coordinate systems design.

His technical specialties include: the renovation of HVAC systems in existing buildings; the development of new heating and air conditioning equipment configurations conforming to existing building characteristics and maximizing energy efficiency; fuel tank, piping, and pumping systems; sustainable, energy-efficient HVAC system design; and project development and planning.

EDUCATION

- Union College
  - Bachelor of Science in Civil Engineering

Certifications

- NYS Registered Professional Engineer, License #07792
- MA, ME, PA Registered Professional Engineer
- LEED Professional Accreditation

Select Projects:

- Siena College
  - Serra Dining Hall boiler replacement feasibility study
- Albany Housing Authority
  - Westview Homes new high efficiency heating design
- Shenendehowa New Bus Garage
  - Development of design of mechanical and electrical systems for new bus garage addition
- Shenendehowa HS East Building
  - New dual water temperature water system incorporating (2) 250 Ton chillers and (2) 300 HP boilers
- Genesee CSD
  - Renovations including new chilled water plant & extensive piping and duct modifications
- Putnam-Northern Westchester BOCES
  - Design internal air quality upgrade
- Lake Placid High School
  - Renovations to HVAC systems including extensive duct modifications, steam piping, fuel system modifications
Ms. Catellier, has several years of experience in all scales of site development, planning, and environmental impact analysis. Her professional practice has been focused in master planning, resorts, parks, urban districts, and waterfronts. Her design philosophy brings a unique perspective by following principles of understanding natural systems, peoples' needs, and technical innovations.

EDUCATION

- College of Environmental Science and Forestry, Syracuse, NY
  - Bachelors of Landscape Architecture

Certifications

- NYS Registered Landscape Architect, License # 002714

AFFILIATIONS

- American Society of Landscape Architects New York
- Upstate Chapter – American Society of Landscape Architects
- CLARB Certified Landscape Architect
- NYUASLA Eastern Section Chair
- Speaking Engagement – Warren Co. EDC Planning & Zoning Forum, Opening Session 10/2018
- Speaking Engagement – ASLA National Conference, "Beyond the Boilards" 10/2018

Select Projects:

- Albany County Nursing Home Expansion & Additions, Colonie, NY
- Capital Roots Phase 2 Expansion, Troy, NY
- Base Camp at Bear Mountain, Killington, VT
- Northwoods Lodge Expansion, Gore Mtn, North Creek, NY
- Lagoon Manor Phase 1 & 2, Bolton Landing, NY
- West Mountain Lodge Expansions, Queensbury, NY
- Cannon Point Condominium Renovation, Lake George, NY
- Onteora Club Master Plan, Tannersville, NY
- Twin Bay Village Townhouses, Bolton Landing, NY
- Lake George Riverview Campground Exp., Warrensburg, NY
- Twin Birches Resort Expansion, Lake George, NY
- Adirondack Experience Resort Hotel Plan Concept, Blue Mountain Lake, NY
- Saratoga Pet Resort, Saratoga Springs, NY
- Peppers Corner Market, Saratoga Springs, NY
- Lake George Park Commission New Office and Battlefield Park Visitor Center, Lake George, NY
- Seagle Music Colony Master Plan, Schroon Lake, NY
Mr. Rivers, Principal of Schoder Rivers Associates, has been providing civil and structural engineering services to clients in the commercial, industrial, institutional, municipal, and private sectors. He prepares engineering designs for buildings and other structures and complete engineering evaluations and reports for a variety of project types. In addition, he supervises the preparation of design drawings and specifications and provides overall management and marketing services for the firm.

Mr. Rivers’ efforts are dedicated to client satisfaction with the goal of developing long-term client relationships. The majority of his work is from past clients or from direct referrals by them.

**EDUCATION**

- Clarkson College of Technology
  - Bachelor of Science, Civil Engineering
- University of Maine
  - Miscellaneous Masters Level Courses

**Certifications**

- Licensed Professional Engineer: New York, Maine, Vermont, Massachusetts, Pennsylvania

Select Projects:

- Chatham CSD
  - $5.1 million Capital Project
- Roscoe CSD
  - $3.9 million Capital Project
- Saranac CSD
  - $5.6 million Capital Project
- New Lebanon CSD
  - Various Projects
- Ausable Valley CSD
  - $29.8 million Capital Project
- Fort Edward UFSD
  - $6.5 million Facilities Improvements
- Granville CSD
  - $18.6 million Capital Project
- Lansingburgh CSD
  - $18 million CIP
- Schuylerville CSD
  - $29.4 million Capital Project
- South Lewis CSD
  - $8 million Master Plan
- Pocantico Hills CSD
  - $18 million Master Plan
Mr. Gheen has over 25 years of environmental engineering experience. He has designed projects to abate asbestos, lead-based paint, PCBs, mercury, mold, and petroleum products. Project work has included K-12 schools, public housing authorities, colleges, hospitals, and commercial buildings. Several abatement projects designed by Mr. Gheen have been in the $1,000,000 range. Mr. Gheen has performed hundreds of building investigations to support abatement design projects.

**EDUCATION**
- Broome Community College
  - Associates of Science
- Continuing Education:
  - Fundamentals of Industrial Hygiene - Harvard School of Public Health
  - OSHA Hazardous Waste & Emergency Operations Response
  - Dealing With Mold-Related Problems in Bldgs, College of Engineering, University of Wisconsin, Madison

**Certifications**
- Professional Engineer, New York, Connecticut
- Asbestos Project Designer - NYS/USEPA
- Asbestos Management Planner - NYS/USEPA
- Asbestos Inspector and Supervisor - NYS/USEPA
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<tr>
<td><strong>Mr. Tom Lawrence, Executive Director</strong></td>
<td>(845) 485-3445 x3306</td>
<td>Poughkeepsie Public Library District 93 Market Street, Poughkeepsie, NY 12601</td>
</tr>
<tr>
<td><strong>Ms. Cynthia DeDominick, Supt. of Schools</strong></td>
<td>(518) 233-6850</td>
<td>Lansingburgh Central School District 576 Fifth Avenue, Troy, NY 12182</td>
</tr>
<tr>
<td><strong>Mr. Michael Chudy, Business Administrator</strong></td>
<td>(518) 392-2400 x4030</td>
<td>Chatham Central School District 50 Woodbridge Ave, Chatham, NY 12037</td>
</tr>
<tr>
<td><strong>Dr. Ryan Sherman, Superintendent of Schools</strong></td>
<td>(518) 695-3255 x3242</td>
<td>Schuylerville Central School District 14 Spring Street, Schuylerville, NY 12871</td>
</tr>
<tr>
<td><strong>Mr. Seth McGowan, Superintendent of Schools</strong></td>
<td>(518) 359-3371</td>
<td>Tupper Lake Central School District 294 Hosley Avenue, Tupper Lake, NY 12986</td>
</tr>
<tr>
<td><strong>Dr. Angelina Maloney, Superintendent of Schools</strong></td>
<td>(518) 279-4600</td>
<td>Brunswick Brittonkill Central School District 3992 State Highway 2, Troy, NY 12180</td>
</tr>
<tr>
<td><strong>Ms. Joann Chambers, Superintendent of Schools</strong></td>
<td>(315) 265-2000 x733</td>
<td>Potsdam Central School District 29 Leroy Street, Potsdam, NY 13676</td>
</tr>
</tbody>
</table>
Section IV.
Plan Implementation

Consultant Services to be Provided

SEI Design Group will provide complete architectural/engineering services to complete the County of Albany’s renovation of the existing Public Safety Building and new warehouse storage facility. These services include conceptual/schematic design, design development, construction documents, bidding assistance, shop drawing reviews, construction administration, inspection/review, project close-out, and ancillary services as necessary.

SEI has assembled a team that best suits what we believe are the needs of the County of Albany for this project. Each of us strives to provide outstanding service and quality throughout the entire process.

We have included the following subconsultants to provide the following services:

- SEI has been growing over the past 12 years, including through the great recession. It is a testament to our ability to join a group of people together into a responsive and agile team. We focus on architecture, but our oversight encompasses all aspects of the project.

- Engineered Solutions will supplement SEI’s architectural services with the mechanical, electrical and plumbing engineering required in the office areas of the project. Our shared vision with Engineered Solutions, long-term satisfied clients, will provide the County of Albany with the appropriate amount of engineering for the renovation and warehouse project.

- Studio A will ensure a thorough and integrated site that complements the projects built components. Studio A has chosen to specialize in site design and continues also to share our service based philosophy.

- Schoder Rivers Associates will bring a big picture view of building structures to the team. Their years of experience with building and soils design work allows them to offer a broad perspective that we think will serve the team well.

- Gheen Engineering will provide environmental services. They specialize in testing and abatement design for building renovation projects.

Our team will work with the County of Albany to ensure that the County is provided with a cost effective and comprehensive solution that meets all of the project requirements.

Our project approach describes how our projects are coordinated throughout the design and construction process.

Project Approach

At SEI Design Group, we believe there is no one-size-fits-all scenario and we believe in a collaborative approach that will deliver the most effective and innovative solution for the County of Albany’s project.
The approach we take on all of our projects includes a comprehensive Project Management Process to assure that communication, coordination of information, and the development of solutions are provided through interaction and understanding by all members of the team. Clear communication and organized procedures and documentation of information will be emphasized.

At the beginning of the project, the Project Manager will confirm the design schedule in conjunction with the County of Albany, including a schedule of meetings and the agenda. The project manager will be the primary point of contact for all issues and will coordinate communication within the design team. We will also have regularly scheduled meetings within the design team where issues are discussed and strategies developed to reach resolution.

**Project Kick-Off:** The initial kick-off meeting will establish a clear understanding of the goals, organization, responsibilities, planning activities and lines of communication. This is where we will confirm budget and schedule parameters which will be used to drive the design process. From this initial meeting, a project work plan will be developed and implemented as part of the overall project management process. All team members, including the County of Albany stakeholders, will be included in the development of the plan to assure buy in.

This plan provides the team with common direction and establishes expectations and milestones and assures the project team understands the The County of Albany’s goals.

**Conceptual/Schematic Design:** We will facilitate a decision-making process whereby the stakeholders in the project are involved in the determination of priorities. We will provide decision support services including ideas and solutions based upon past experiences and current knowledge. Our role in the planning and design process is to lead the design team to meet all project objectives and to produce a design that meets function, image, quality and budget expectations in an expedient and efficient manner.

We will facilitate a design process that encourages early decision making resulting in maximum value. We will produce clear and accurate engineering evaluations and design documents; meet established goals and project schedule.
Section IV.
Plan Implementation

The Conceptual/Schematic design phase will include the following:

- Coordinate an initial kick-off meeting to confirm project scope, budget and schedule
- Conduct programming sessions with key stakeholders to develop / confirm programming requirements
- Coordinate schematic site plan development based upon program requirements, geotechnical studies and drainage studies
- Coordinate site survey
- Prepare hazardous material survey for asbestos, lead and PCBs
- Prepare design alternatives for the Project team to review
- Define mechanical and electrical options and recommended systems
- Prepare code analysis
- Develop schematic design cost estimating.

Design Development: The Design Development Phase is a further refinement of the ideas and initial planning established in the Schematic Design Phase. Our project team will advance the development of the site and the building to incorporate comments from the Schematic design submission. Spaces will be studied to assure they function properly and their layouts are efficient.

The design development phase scope of services includes:

- Complete a detailed building design including floor plans, building elevations, building sections and wall sections
- Prepare a project narrative outlining the building systems, exterior material, interior finishes
- Develop preliminary mechanical system alternatives with recommendations
- Develop a one-line diagram of the building’s electrical, power and voice/data systems
- Consultation with owner's FFE providers to assure coordination with building finishes
- Review Design Development cost estimate

Construction Documents: Our team has the necessary resources and will assign the appropriate staff to complete bidding documents in the three phases indicated in the proposal. We will utilize our in-house quality control process to ensure thorough and technically accurate bid documents. The construction document phase scope of services includes:

- Completion of detailed plans, elevations, sections, details, schedules and specifications for bidding
- Coordinate in-house QA/QC process which assures coordination between all disciplines
- Assist project team with permitting
- Develop Construction Document cost estimate
Bidding: We will actively participate in the bidding process and will assist the County of Albany with developing bid packages as outlined in the proposal request. We will participate in evaluating bids and subcontractor selection to bring quality recommendations to the County of Albany. The bidding phase will include the following:

- Deliver bidding documents, coordinate printing and distribution of bid documents to contractors
- Attendance of prebid meeting with potential contractors
- Answer questions related to the design documents
- Prepare addenda as necessary to clarify the intent of the bid documents.
- Assist with the review of bids

Construction Administration: Construction administration begins with a preconstruction expectation meeting (kick-off) to establish a trusting relationship between the Owner/Constructor/Architect team. Throughout construction, we will visit the site as needed to maintain regular communications with the on-site representative. We promptly handle all construction administration issues, including timely submittal and question responses and will continually update you with relevant information needed to keep the project on schedule.

Our project team will keep detailed logs necessary to manage the abundance of information generated as part of the construction process. They include Request for Information, Request for proposal and Shop drawing logs. Site observation reports will help document conditions as they arise and are a useful tool to assist in delivering a quality project.

Construction Administration services include the following:

- Attend scheduled construction meetings with the project team and contractors and prepare meeting minutes.
- Respond to Request for Information.
- Issue supplemental bulletins for pricing.
- Make periodic site visits corresponding to the progress of construction to determine compliance with the bid documents.
- Review contractor submittals.
- Prepare punch list at substantial completion.
- Review closeout documents from contractors.
Budget/Schedule/Quality Control

Budget Control: Our team understands the need to balance programmatic goals, functional requirements, and aesthetic desires with financial resources, and implementation schedules, recognizing that a successful project must ultimately be delivered on time and on budget. Where applicable, the use of sustainable design that is functional, budget conscious and aesthetically pleasing will be incorporated.

Schedule Control: Performing significant renovation projects on campuses places very specific time constraints on when the work can take place. This limitation makes scheduling critical to the overall project planning. SEI's team has worked with numerous clients over the years and understands the importance of maintaining schedules. As a project kicks off, we work with the stakeholders to identify critical dates from the onset and gear our staffing to meet or exceed those commitments. Throughout the project duration, these milestones are reviewed with the entire project team to make certain everyone is meeting their commitments.

Quality Control: Quality is what SEI was founded on. We produce high-quality deliverables with attention to detail. From the beginning of each project, two SEI principals are involved in providing quality control throughout the entire project duration. At each stage of design (schematic design, design development, and construction documentation) these individuals collaborate to review overall intent, consistency, constructability, and code assessments.

As documents are finalized, our internal teams perform final field checks with documentation in hand looking for any last minute inconsistencies or interferences so that corrections are made prior to bidding.
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: New York State licensed Architect/Engineer to provide consulting services associated with the, planning, evaluation/assessment of existing conditions, reconfiguration, space planning, budget pricing, design and preparation of construction & bid documents and also performing Construction Administration Services
RFP Number: 2019-014

1. Public Safety Building Renovation Project
   a. Design Development Phase $ 45,277
   b. Construction Document Phase $ 59,618
   c. Bidding and Contract Negotiation Phase $ 10,660
   d. Contract Administration Phase $ 32,639

2. New Pre-Engineered Warehouse Storage Building
   a. Design Development Phase $ 15,016
   b. Construction Document Phase $ 23,139
   c. Bidding and Contract Negotiation Phase $ 3,877
   d. Contract Administration Phase $ 17,508

TOTAL LUMP SUM FOR PROJECT 1 AND 2 $ 207,734

COMPANY: SEI Design Group Architects, DPC
ADDRESS: 187 Wolf Road, Suite 304
CITY, STATE, ZIP: Albany, NY 12205
TEL. NO.: 518-435-2467
FAX NO.: 518-435-2469
FEDERAL TAX ID NO.: 20-4933321
REPRESENTATIVE: Matthew S. Monaghan, AIA
E-MAIL: msm@seidesigngroup.com
SIGNATURE AND TITLE: [Handwritten Signature] Senior Principal
DATE: February 27, 2019
ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

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

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

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

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

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

Signature
Senior Principal
Title

SEI Design Group Architects, DPC
Company Name

February 27, 2019
Date
ATTACHMENT “B”
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF __________________         )
COUNTY OF __________________      ) SS:

On this _____ day of ____________, 20__, before me personally appeared ______, to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

________________________
Notary Public, State of ____________
Qualified in ____________________________
Commission Expires ________________________

If Corporation:

STATE OF New York         )
COUNTY OF Albany          ) SS:

On this 27th day of February, 2019, before me personally appeared Matthew S. Monaghan, AIA, to me known, who, being by me sworn, did say that he resides at (give address) 187 Wolf Road, Suite 304, Albany, NY, that he is the (give title) Senior Principal of the (name of corporation) SEI Design Group Architects, DPC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

SARA BETH BLOSENHAUER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6359000
Qualified in Monroe County
My Commission Expires 05-22-2021

________________________
Sara Bloesenhauer
Notary Public, State of New York
Qualified in Monroe County
Commission Expires 5-22-2021

If Partnership:

STATE OF __________________         )
COUNTY OF __________________      ) SS:

On the _____ day of ____________, 20__, before me personally came ____________, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of ___________________________ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

________________________
Notary Public, State of ____________
Qualified in ____________________________
Commission Expires ________________________
ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:
   ☑ PRIME CONTRACTOR

2. VENDOR’S LEGAL BUSINESS NAME
   SEI Design Group Architects, DPC

3. IDENTIFICATION NUMBERS
   a) FEIN # 20-493321
   b) DUNS # 781818831

4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:
   SEI Design Group

5. WEBSITE ADDRESS (if applicable)
   www.seidesigngroup.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   187 Wolf Road, Suite 304, Albany, NY 12205

7. TELEPHONE NUMBER
   518-435-2467

8. FAX NUMBER
   518-435-2469

9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   IN NEW YORK STATE, if different from above

10. TELEPHONE NUMBER

11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE
   Name Matthew S. Monaghan, AIA
   Title Senior Principal
   Telephone Number 518-435-2467
   Fax Number 518-435-2469
   e-mail msm@seidesigngroup.com

13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS. SEE PAGE 38
   a) NAME  TITLE  b) NAME  TITLE
   c) NAME  TITLE  d) NAME  TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employee Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☑ Yes ☑ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO HAVE SERVED IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   a) An elected or appointed public official or officer?
      List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service. ☑ Yes ☑ No
   b) An officer of any political party organization in Albany County, whether paid or unpaid?
      List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates. ☑ Yes ☑ No
16. **WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:**

   a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;  
   2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;  
   3. entered into an agreement to a voluntary exclusion from bidding/contracting;  
   4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;  
   5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;  
   6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;  
   7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;  
   8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or  
   9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.  

   b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?  

   c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:  
      1. federal, state or local health laws, rules or regulations.

17. **IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?**  

   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or order with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

18. **DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:**

   a) file returns or pay any applicable federal, state or city taxes?  
      *Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.*
      
   b) file returns or pay New York State unemployment insurance?  
      *Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.*
      
   c) *Property Tax*  
      *Indicate the years the vendor failed to file.*

19. **HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES IN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?**  

   Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. **IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN IN Voluntary BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?** Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.
Response to Question 13:
Principals:

Senior Principals:  
• Victor Tomaselli, AIA  
• Brian Cieslinski  
• Matthew Monaghan, AIA  
• Michael Ebertz, AIA  

Principals:  
• Ted Mountain, AIA  
• Gian-Paul Plane, AIA  
• Matthew Schools, AIA  

Associate Principals:  
• Stephen Staveski, AIA, LEED AP  
• Kurt Vater, CDT  
• Bradley Morelend

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business
SEI Design Group Architects, DPC
Address 187 Wolf Road, Suite 304
City, State, Zip Albany, NY 12205

Signature of Owner

Printed Name of Signatory Matthew S. Monaghan, AIA
Title Senior Principal

Sworn before me this 27th day of February 2019.
Notary Public

SARA BETH BLOSENHAUER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BL6359000
Qualified in Monroe County
My Commission Expires 05-22-2021

Printed Name

Signature

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

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

[Signature]
Matthew S. Monaghan, AIA, Senior Principal
Title

February 27, 2019
Date

SEI Design Group Architects, DPC
Company Name
Hi Kerry,

In connection with the submittal request for agreement with SEI Design Group, I met with Majority counsel as you asked. I reviewed the documents with Mr. Cannizzaro and he quested additional back-up relative to the scoring of the bidders. Subsequently I was able to get that information which is now included in the package on your desk. Also, Mr. Cannizzaro would like the proposal be in loose form (not a bound version) when submitted. I believe that has been accomplished as well, however, I did not submit it to the majority office because I didn’t know if you had a copy of the entire submittal nor was I sure of your timing for submittal.

If you have any questions please do not hesitate to call me on my cell 518-669-2967.

Regards,

Tom Cotrofled

Albany County Sheriff’s Office
16 Eagle Street
Albany, New York 12207

Phone 518-487-5408
Email: Thomas.Cotrofeld@albanycounty.ny.gov
MEMORANDUM

TO: Sheriff Craig D. Apple, Sr.
FROM: Karen Storm
Purchasing Agent
DATE: April 10, 2019
RE: RFP #2019-046
Construction Management Services for the Albany County Sheriff’s E-911
Emergency Management Facility

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Gilbane Building Company.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Gilbane Building Company for an award.

Please obtain the necessary contract approval of the Albany County Legislature, so that we may issue a Notice of Award to the successful proposer.
April 9, 2019

Honorable Andrew Joyce
Albany County Legislature
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I respectfully request legislative action in the form of a resolution authorizing the Albany County Sheriff’s Office to enter into an agreement with Gilbane as outlined in the attached proposal, in an amount not to exceed $333,778. In accordance with this agreement, Gilbane, one of the nation’s top ten construction firms, will provide construction management services for the Albany County Sheriff’s E-911 / Emergency Management Facility.

This project is funded under the 2019-2023 Albany County Capital Plan and the Request For Proposal (RFP #2019-046) process was completed, and following an evaluation of all bids that were received, Gilbane was determined to be the winning bidder. This organization was deemed to be highly qualified to provide these services and meets or exceeds all criteria as set forth in the aforementioned Request For Proposal.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.
cc: Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
MEMORANDUM

To: Karen Storm  
    Albany County Division of Purchasing

From: Sheriff Craig D. Apple, Sr.

Date: April 9, 2019

Subject: RFP #2019-046 – Construction Manager  
          E911 / Emergency Management Facility Project

I am writing with respect to a Request For Proposal (RFP) concerning our desire to hire a  
Construction Manager to provide management, consulting, and construction administration services for  
the Albany County Sheriff’s E911/Emergency Management Facility Project.

We have scored the proposals with respect to the proposer’s comprehension of the required work and scope of services, prior experience in similar construction management projects, price and client references from the following firms; The Chazen Companies and Gilbane.

These firms we scored by the following personnel;
1. Michael L. Martin, PE, Director of Facilities Engineering Division, Albany County DGS  
2. Kerry B. Thompson, Chief Deputy of the Albany County Sheriff’s Office  
3. Leon A. Bornmann, Jr., Chief Deputy of the Albany County Sheriff’s Office

As you are well aware, after everything was reviewed and scored by the individuals noted above, the scoring forms were combined and using the formula’s provided Gilbane ranked the highest. Therefore, I respectfully request your office supply me with a concurrence letter for presentment to the Albany County Legislature.

Should you have further questions, please do not hesitate to contact me.
### RFP #2019-046 Construction Management Services for the Construction of the Albany County Sheriff’s E-911 Emergency Management Facility

#### Proposal Rating Worksheet

**Reviewer: Combined Scoring**

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**NOTES:**
**Reviewer: Kerry B. Thompson**

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**TOTALS:** 100% 3.7 4.25

**NOTES:**
RFP #2019-046 Construction Management Services for the Construction of the Albany County Sheriff's E-911 Emergency Management Facility

Proposal Rating Worksheet

Reviewer: Leon A. Bormann Jr.

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## Rating Worksheet

**Reviewer:** MLM

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**Proposal Rating Worksheet**
PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

Albany County Sheriff's E-911 Emergency Management Facility

Albany County Department of General Services
Albany, New York

April 4, 2019
April 4, 2019

Ms. Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 1208
Albany, New York 12207

RE: Proposal for Construction Management Services
   E-911 Emergency Management Facility for Albany County Sheriff’s Department

Dear Ms. Storm,

Gilbane Building Company (Gilbane) enthusiastically submits our qualifications and team in response to your Request for Proposals (RFP # 2019-046) for Construction Management Services for the Construction of the E-911 Emergency Management Facility for the Albany County Sheriff’s Department. We are excited to be a part of this truly transformational project for the County of Albany and the entire Capital Region.

We believe we have provided you with an exceptional team that has the skills and experience necessary to complete this project successfully. Our recent experience working with the County at the Nursing Home and where the 911 Emergency Management Facility will be built, has provided us with valuable insight into the project and the challenges that will be faced throughout construction. In addition, it will provide the County with a unified team that will be able to coordinate activities and reduce complications on the site.

Having worked on similar projects nationally, Gilbane understands the complexities inherent to working in and around an active living facility. Maintaining operations during construction, addressing complex phasing and logistics and ensuring unique elements for the Emergency Management Facility are realized are just a few challenges we might face. Our experience has prepared us to help you address those challenges and explore options through a collaborative approach.

Gilbane brings the advantages of a large company with the personal attention of a small business. We bring national experience and capabilities that will be crucial on this complex project, coupled with the local knowledge of the workforce and an understanding of the current marketplace.

We believe that we are the clear choice for the Albany County Emergency Management Facility project and offer the following reasons:

Nationally Recognized Construction Manager
Founded in 1873, Gilbane is one of the nation’s oldest, privately held construction companies. Fourth, fifth and sixth generation members of the Gilbane family continue to lead the company as it has grown to one of the nation’s largest providers of construction expertise with 2018 revenues of $5.7 billion and more than 2,900 employees. As a leader in project delivery systems, Gilbane is a major innovator in construction management techniques and has the in-house resources to support our clients from the earliest planning stages through to project completion and closeout. Nationally, Building Design + Construction (BD+C) has ranked Gilbane as one of the nation’s top 10 construction firms.

GILBANE
CORE VALUES:

INTEGRITY
TOUGHMINDEDNESS
TEAMWORK
DEDICATION TO EXCELLENCE
LOYALTY
DISCIPLINE
CARING

IMPORTANT NOTICE: This section contains confidential information proprietary to Gilbane Building Company, including but not limited to trade secrets and/or copyrighted material. Any unauthorized disclosure, duplication or use – in whole or in part – of such confidential information for any purpose is strictly prohibited. All rights reserved by Gilbane Building Company.
Local Presence
More than 146 years of construction experience has taught us that access to local knowledge and expertise is a key element of successful construction. Gilbane operates in more than 50 offices worldwide. Each office combines the benefits of full-service operational capabilities, including in-house estimating, value engineering, scheduling, procurement, accounting and construction operations with the knowledge and experience that only a local presence can provide. Gilbane will manage the work in this assignment through our Albany office which is located within six miles of the project site. We have worked in New York since 1949 and have worked in Albany for over 30 of those years.

Additional Services Available
As a national leader in criminal justice, Gilbane’s Criminal Justice Center of Excellence (COE) is your conduit to the latest trends and technology in the industry. Offering a global portfolio of justice-focused facilities, we are a true partner who can help you navigate the issues facing today’s justice facilities at any level of security. Our organization is proud to have been an integral partner in the design and construction of more than 6.6 million SF of justice facilities within the last 10 years and we bring exceptional professionals together to deliver accurate and efficient project outcomes.

Experienced Project Team with Similar Project Experience
Our team will be led by our Project Executive, Keith Leal. Keith has extensive experience working in and around occupied facilities and has been involved with recent projects with Albany County. He recently completed the successful renovation of the Times Union Center project where considerable teamwork with the County resulted in a new atrium, once open to the elements and is now an enclosed, climate-controlled space, with carpeting, abundant plantings, benches, cafe tables, broad walkways, glass elevator and a three-story ‘rain water curtain’. Keith will be assisted by our Construction Manager, Pat Mulvihill who also has experience working with the County from the Times Union Center project. Each of these team members have considerable construction experience and extensive experience working on occupied campuses where safety is paramount.

We thank you for considering our team for this truly transformational project and believe we have the right team with the right attitude to bring this project to a successful completion. We are eager to join your team and begin work immediately.

Sincerely,

John LaRow
Vice President, District Leader
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Construction Management Services for the construction of the Albany County Sheriff E-911 Emergency Management Facility located at the Albany County Regional Healthcare Facility - Shaker Wing.

RFP Number: 2019-046

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

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

   Date
   Number
   April 2, 2019  2

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

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

CP1
(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

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

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

6. The following documents are attached to and made a condition of this Proposal:
   
   (a) Non-Collusive Bidding Certificate (Attachment “A”)
   
   (b) Acknowledgment by Bidder (Attachment “B”)
   
   (c) Vendor Responsibility Questionnaire (Attachment “C”)
   
   (d) Iranian Energy Divestment Certification (Attachment “D”)
   
   (e) MS4-1 Proposer Certification Statement (Attachment “E”)
   
7. Communication concerning this Proposal shall be addressed to:

   Gilbane Building Company c/o John LaRow
   
   7 Southwoods Boulevard, 3rd Floor
   
   Albany, NY 12211

   Phone: (518) 472-4801

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

Albany County Sheriff's E-911 Emergency Management Facility
Albany County Department of General Services
Albany, NY

Due: April 4, 2019
Proposer: Gilbane Building Company
7 Southwoods Blvd, 3rd Floor
Albany, NY 12211
Phone: (518) 859-9334
Contact Person: John LaRow
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    • Acknowledgment by Proposer - Attachment B
    • Vendor Responsibility Questionnaire - Attachment C
    • Iranian Energy Divestment Certification - Attachment D
QUALIFICATIONS AND RESUMES

FIRM HISTORY AND BACKGROUND

Founded in 1873, Gilbane is one of the nation’s oldest privately held construction companies. Fourth, fifth, and sixth generation members of the Gilbane family continue to lead the company as it has grown to one of the nation’s largest providers of construction expertise with 2018 revenues of $5.7 billion and more than 2,900 employees. As a leader in project delivery systems, Gilbane is a major innovator in construction management techniques and has the in-house resources necessary to support our clients from the earliest planning stages through to project completion and closeout.

Unlike the external shareholder pressure that many of our publicly-traded competitors face, Gilbane has been a family-owned and operated business for more than 146 years. While each Gilbane regional operation is led by a team of experienced professionals – who know their local market, clients, and subcontractors – it is reassuring that, at the root of our organization, Gilbane family members are ensuring the continuation of the company’s legacy.

LOCAL PRESENCE

Gilbane has been actively working in New York since 1949 and employs more than 450 construction professionals throughout the State. Gilbane is well-positioned to provide a wealth of knowledge and expertise on all local projects. Currently, Gilbane is active on a number of projects in the State with a total construction value of over $4.9 billion. In the last five years alone, we have completed more than 95 projects with construction values ranging from $300,000 - $300 million for a combined value of nearly $2.7 billion. Gilbane is able to leverage our well-established relationships with local contractors and vendors, municipal and state authorities, and local inspection departments to ensure that our projects are completed successfully on-time and on-budget.

Gilbane has been building in Albany for over 30 years. Some of our notable projects in Albany include the Albany Capital Center, Times Union Center, new Patient Tower at Albany Medical Center, Ronald McDonald House, Siena College Morrell Science Center, and several projects at the University at Albany.
John LaRow, Vice President, LEED AP
PRINCIPAL-IN-CHARGE

Mr. LaRow has over 25 years of experience working in the construction industry since joining Gilbane. As Vice President, John is focused on growing our upstate New York operations. He has overall accountability for all projects in upstate NY including the successfully completed Albany Capital Center and Times Union Center projects, to name a few. His major strengths include integrity, leadership, strategic and operational planning, project management and communication skills. John’s specialized knowledge includes procurement/contracts, negotiations, planning, logistics and operations. He has a proven ability to simplify challenges, collaborate with the core team and stakeholders on innovation and decision-making and integrate lean construction principles. John is a dynamic leader with the ability to manage multi-disciplined project teams on a wide variety of project types.

HIGHLIGHTS:
- Local, Albany experience
- Experience working on active occupied facilities
- Experience with multiple phased projects
- Experience working directly with the proposed team

Albany County Nursing Home - Albany NY
The Albany County Residential Health Care Facility renovations project totals 198,763 SF and includes new patient wings, memory care units, replacement of windows and mechanical systems, new electrical service, new kitchen and renovation of existing patient wings and administration areas. Upgraded entrances and lobby finishes will welcome patients, staff and visitors.

Times Union Center Renovation - Albany, NY
Program management services for the 20,000 SF renovation and upgrade of the Times Union Center arena. The project increased space within the 17,500-person facility allowing it to host major NCAA events.

Siena College Morrell Science Center Lab Renovation - Loudonville, NY
Renovation of the Morrell Science Center consisted of updating the current HVAC system, rerouting compressed air and gas lines to better suite the needs of the faculty and installing new electrical systems. In addition, the room was outfitted with new fire glass windows, security systems and a state-of-the-art suppression system.

Herkimer County Jail - Herkimer, NY
A new two-story, 74,000 SF correctional facility designed and positioned on the site for future additions. The core facilities include jail intake, jail program, medical/dental visitation, laundry, food service and jail operations to accommodate 200 inmates. A single-story vehicle sally port provides vehicular access to jail operations on level one. Three individual housing units consist of perimeter precast module concrete cells clustered around a central dayroom space – with sub-dayrooms created from hollow metal or chain-link fence construction.

Albany Capital Center Renovations and Additions - Albany, NY
Located on a busy downtown street, the first floor had a main entrance drop off canopy, a 9,700 SF pre-function space, 9,000 SF of meeting rooms, a 3,500 SF kitchen and administrative and storage spaces.

University at Albany Campus Center Expansion - Albany, NY
Renovation of approximately 49,000 SF of existing space and an expansion of approximately 40,000 SF. The Campus Center is anticipated to accommodate new functionality including; new auditorium space; new wellness center; reconfiguration and renovation of food services and food court areas; renovation of existing central kitchen, reconfiguration of the central stair and modifications of building infrastructure systems.

11 Corporate Woods Parking Deck Replacement - Albany, NY
Remediation oversight of the substantial deteriorated upper deck of a 1,500 car parking facility.
Keith Leal
PROJECT EXECUTIVE

With more than 27 years of experience in construction management, Mr. Leal has worked on many high profile projects in Upstate New York. In addition to the experience he brings having worked for large construction management firms in the region, Keith also brings the skills and knowledge gained through operating his own firm for five years. During his career, he has led many successful projects and developed strong relationships with all stakeholders. Keith's success can be attributed to a unique blend of interpersonal skills, technical expertise, attention to detail, and a strong work ethic. Clients appreciate his ability to understand and anticipate their needs, and to communicate complex issues clearly.

Notable projects under Keith's direction have included Albany County Nursing Home, Albany Capital Center Renovations and Additions and University at Albany Campus Center Expansion.

HIGHLIGHTS:

- Local, Albany experience
- Experience working on active occupied facilities
- Experience working directly with the proposed team
- Experience with multiple phased projects

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Palace Theatre Expansion and Renovation - Albany, NY
Expansion of the existing PPAC stage-house and a new complex of approximately 22,800 SF that will house administrative, educational and rehearsal/community spaces and loading and support facilities for the existing stage. Also includes construction of a space to mix, edit and record both sound and video, as well as renovation of the existing auditorium, public spaces, existing dressing rooms and backstage support spaces. The existing lobby, administrative and box office spaces will also be renovated and expanded. Gilbane will deliver improvements associated with compliance with the NYS Building Code and the Americans with Disabilities Act (ADA), and site improvements, such as utility connections, fencing, grading and drainage.
Pat Mulvihiill
CONSTRUCTION MANAGER

Mr. Mulvihiill has six years experience in the construction industry with extensive experience in Albany and in New York. He will ensure the Albany County Sheriff’s E-911 Emergency Management Facility is managed efficiently and that all schedule, budget, safety, programming and quality goals are achieved. Pat will provide oversight during the construction phase, and will be responsible for managing the project construction in strict accordance with its plans and specifications. He fully understands the critical project controls necessary to manage this project effectively, and he will bring his proven project controls and management expertise to your project, and will manage Gilbane’s team for a successful project.

HIGHLIGHTS:
- Local, Albany experience
- Experience working on active occupied facilities
- Experience working directly with the proposed team
- Experience with multiple phased projects
- Experience working directly with the proposed team

Times Union Center Renovation - Albany, NY
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Gen*NY*Sites Cancer Research Center - Albany, NY
Phase 1 of the master plan included construction of a new 113,000 SF Gen*NY*Sites Center for Excellence in Cancer Geonomics. The facility consists of research laboratory, vivarium, office conference space and specialized research areas for molecular biology, bioinformatics, genetic exploration and pre-clinical studies. The Center features a two-story “Wall of Memory and Hope” for donor or memorial plaques.

State University Construction Fund (SUCF) Building 27 SUNY Albany - Albany, NY
Renovation of the 98,000 SF Business Administration Building 27 on the campus of the State University of New York at Albany includes site, architectural, structural, mechanical, electrical, plumbing and other related work. The building houses offices and expanded instructional spaces, such as collaborative learning classrooms for the School of Education and Economics Department, campus mail room and rapid copy centers.

Goshen Public Library and Historical Center - Goshen, NY
New, two-story 20,600 SF facility on five acres. This project is a renovation of the Goshen Public Library and includes some major HVAC overhaul and upgrades of the building systems.

Syracuse Joint Schools Construction Board Syracuse City Schools Phase 1 Program - Syracuse, NY
Gilbane served as program manager for the overhaul of several schools in the community totaling 995,678 SF. The first part of the project was the construction of a new career and technical high school in the old Central High building. Construction on the six other schools include Dr. Peaks, H.W. Smith Elementary, Shea and Clary Middle School, Blanding K-8 and Fowler High School. All schools targeted LEED for Schools Silver level certification.

QUALIFICATIONS | EDUCATION
- 85, Construction Management, Utica College of Syracuse University
- 6 years with Gilbane
- 6 years in industry

LICENSES | CERTIFICATIONS
- OSHA 30 Hour Trained

SIMILAR PROJECT RELEVANCIES
- HVAC Systems
- Infrastructure
- Utilities
- Plumbing
- Dust, Noise, Vibration Control

GILBANE BUILDING COMPANY
James Madison, CPE
ESTIMATOR

A seasoned professional with over 34 years of construction industry experience, James brings comprehensive knowledge of construction techniques and practices. With 20 years of experience in commercial construction estimating for new construction, as well as, interior/exterior renovations, he brings a solid background and training in construction critical path method scheduling. He is thoroughly versed in value engineering for cost saving and value added construction. With strong analytical and problem solving skills, James brings effective organizational, leadership and communication skills.

HIGHLIGHTS:

- Local, Albany experience
- Experience with multiple phased projects
- Experience working on active occupied facilities
- Experience working directly with the proposed team

Albany County Nursing Home - Albany, NY
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Buffalo Fine Arts Museum Renovation - ABK360 - Buffalo, NY
Gilbane is providing construction management at-risk services for the 175,329 SF Albright-Knox Gallery expansion project. Objectives for the ABK360 project include a large, purpose-built loading dock for art and other up-to-date art handling capacities, a welcoming entrance and orientation space, as well as improved visitor flow, access and amenities.

Erie County Medical Center Corporation Envelope and Lobby Renovation - Buffalo, NY
The building envelope improvements project consists of the building envelope replacement, remedial repair and replacement work associated with the main hospital tower and chassis, lab building, CK Miller building and the boiler chiller plant. The general project scope includes; roofing repairs and replacements, precast sealant replacements, masonry wall reconstruction/repairs and glazing system replacements. The main lobby expansion and renovation project includes new escalators, two new elevators, new main entrance finishes, a new main reception area, and new mechanical systems to support the lobby expansion. The intent is to also provide an open concept from the first floor overlooking out through the new entrance.
Brett Stiehler
ESTIMATOR

Mr. Stiehler brings over 12 years of construction experience focused on schedule preparation, management and analysis. Brett has extensive experience developing and maintaining cost/resource loaded schedules for public and institutional clients on a wide variety of complex academic, athletic, performing arts and specialty building types. He will support the program team in developing, monitoring and updating single project and the integrated master program schedule. He is a reliable construction professional offering extensive success in managing multi-facet construction projects. He is dedicated to ensuring the highest levels of construction quality while maintaining full adherence to all deadlines and specifications.

HIGHLIGHTS:

- Local, Albany experience
- Experience with multiple phased projects
- Experience working on active occupied facilities
- Experience working directly with the proposed team

Albany Capital Center Renovations and Additions - Albany, NY
Located on a busy downtown street, the first floor had a main entrance drop off canopy, a 9,700 SF pre-function space, 9,000 SF of meeting rooms, a 3,500 SF kitchen and administrative and storage spaces.

Times Union Center Renovation - Albany, NY
Program management services for the 20,000 SF renovation and upgrade of the Times Union Center arena. The project increased space within the 17,500-person facility allowing it to host major NCAA events.

Confidential Professional: Services Client, 90 Park Avenue Expansion - New York, NY
The 240,000 SF build out consisted of open and private offices, a floor of amenities space, event space, the lobby and three interconnected stairs. Construction was executed in multiple phases, with the ground floor entrance phased separately to ensure minimized disruption to business operations.

State University Construction Fund (SUCF) Stocking Hall Agriculture and Life Sciences at Cornell University - Ithaca, NY
Rehabilitation and system upgrades on the campus of Cornell University. The project consists of the demolition of the 28,000 SF Stocking Hall Runway Building; the construction of a three-story 89,000 SF laboratory addition and a two-story 15,000 SF dairy processing addition; the full renovation of the four-story 44,000 SF Stocking Tower; and minor renovations within the Food Science Laboratory.

Onondaga County Lakeview Amphitheater - Solvay, NY
The Lakeview Amphitheater is an outdoor event complex that included an estimated seating capacity of approximately 17,500, a vendor/festival area, recreational trails and other customer friendly amenities.

State University Construction Fund (SUCF) Brockport Special Events Recreation Center (SERC) - Brockport, NY
The multi purpose space will be used for athletic events, awards and concerts. This project targeted LEED BD+C Silver Certification.

State University Construction Fund (SUCF) University of Buffalo School of Medicine and Biomedical Sciences - Buffalo, NY
The new, seven-story facility supports 2,000 students, faculty, biomedical researchers and clinicians with classrooms, bedside patient care, lab environments and was built over the NFTA Allen/Medical Campus Rail Station.

Syracuse Joint Schools Construction Board Syracuse City Schools Phase 1 Program - Syracuse, NY
The first part of the project was construction of a new career and technical high school in the old Central High building. Construction on the six other schools include Dr. Weeks, H.W. Smith Elementary, Shea and Clay Middle School, Bledgett K-8 and Fowler High School. All schools targeted LEED for Schools Silver level certification.
REFERENCES

TIMES UNION CENTER RENOVATION
Bob Belber
Regional General Manager
SMG
55 Eagle Stret
Albany, NY 12207
E: Bob.Belber@TimesUnionCenter-Albany.com
P: 518-487-2008

PALACE THEATRE EXPANSION AND RENOVATION
Susan Rosko Fogarty
Executive Director
Palace Theatre
19 Clinton Avenue
Albany, NY 12207
E: sfogarty@palacealbany.org
P: 518-465-3335

UNIVERSITY AT ALBANY CAMPUS CENTER EXPANSION
Brad Bunzey
Project Manager
University of Albany
1400 Washington Avenue
Albany, NY 12222
E: bbunzey@uamail.albany.edu
P: 518-442-4104

Additional information and references for similar completed projects are included on the following pages.
New Castle County Public Safety Building
New Castle, Delaware

The newly built New Castle County Public Safety Headquarters allowed for services of the Police Department, Social Service Agencies, Paramedics, Fire Chief, 911 Services, and Emergency On Call services to be consolidated and housed in one location.

The new building features police administrative space, a raised floor emergency call center, sally port and processing area with holding rooms, evidence storage, forensic investigation department, fitness center and locker rooms. Unconventional spaces in this building include the following: holding cell area, interview rooms, vehicle search bays, public meeting room, emergency operations command center, 911 communication center, data center, evidence detection room, evidence storage area, arms storage room, latent processing/chemical room, fire arm training simulator (FATS) room, video arraignment, video monitoring, intoxilizer and polygraph rooms.

Due to working in such close proximity to the existing operating police facility, Gilbane developed a phasing plan in eight stages that accommodated demolition of several buildings at different times, relocating and expanding retention ponds, installing temporary access and parking, and relocating existing and installing new site utilities. The phasing allowed for uninterrupted occupation to a building that is in use 24/7.

After the departments in the existing adjacent building relocated into the new building, Gilbane completed demolition of the existing building and additional site work including parking lots and retention ponds.
Hartford Public Safety Complex
Hartford, Connecticut

The City of Hartford engaged Gilbane to provide construction management at-risk services for the Public Safety Complex. The facility, consisting of three main structures, was updated and expanded the city's current police headquarters and consolidated over 500 police and fire personnel.

The project was originally a gut renovation to an existing historic 1891 Board of Education (BOE) building, construction of a new four-story addition, and construction of a new two-level precast parking structure. Gilbane worked with the City and JCJ Architecture during preconstruction to produce construction documents that fit the City's needs and budget. The initial phase of work demolished the existing buildings on the site and prepped the site for construction.

A major challenge for the project came when it was discovered that the existing walls of the BOE Building did not have the inherent structural strength originally anticipated. It was determined that renovation to any portion of the BOE building was unsafe. The project changed paths and a new building was constructed and designed to resemble the old structure. Gilbane rose to the challenges of that situation and was able to negotiate changes to construction and the project schedule to keep within the owner's budget. The BOE facility's lower level houses information technology, animal control, traffic, motorcycle, and emergency services, locker spaces, and a credit union. The upper two levels house the Fire Department, Fire Marshal, and Emergency Management offices, as well as dispatch. The second new structure's lower level houses prisoner booking and holding areas, forensics lab, evidence storage, crime scene and criminal staff space, vehicle bays, and the main electrical generator and boiler rooms. The upper levels contain mainly Police Department spaces and the penthouse houses mechanical equipment, including a 400 KW UTC Fuel Cell.
City of Rock Island New Police Station
Rock Island, Illinois

Gilbane provided construction management services for a new police station (headquarters), new 911 emergency call center, and a garage and support building totaling 64,500 SF. Scope of work included a new two-story, 45,000 SF police station with a community room allowing the department to engage with the Rock Island Community. The project also included a 9,972 SF indoor parking garage, which accommodates 21 police vehicles. Modifications to an existing 12,000 SF building on site was made to create a crime lab and evidence storage area, as well as, space for the Emergency Response Team.

A web camera was installed at the construction site, allowing residents to witness the construction as it progressed. The facility is located at 6th Avenue and 13th Street.

The new Rock Island Police Station doubled the size of the old facility. The City Council decided on the new facility when they realized that renovating and expanding the old facility, which was built in 1940, would not be possible. The city searched 11 sites for a new police station, mostly in the downtown area, before selecting the 4 1/2-acre site.

ARCHITECT:
Studio 483 Architects (formerly Gera/Dismet)
PROJECT SIZE:
64,500 SF
CONSTRUCTION COST:
$21,935,479
COMPLETION DATE:
February 2016
DELIVERY METHOD:
Construction Management Cost Plus

REFERENCE:
Randy Tweet
Public Works Director
City of Rock Island
1309 Mill Street
Rock Island, IL 61201
tweet.randall@rigov.org
Houston Emergency Center
Houston, Texas

The Houston Emergency Center was created to provide a centralized and standardized emergency call-taking and dispatch center that effectively consolidates the City of Houston’s emergency facilities and systems. The new 128,000-square-foot, state-of-the-art facility is divided roughly into four separate functional zones—the call floor, the technology/communications and building support, administration offices, and administration support spaces.

The City of Houston faced an urgent need for this facility at a time when budget allocations precluded the issuance of government bonds for construction. Instead, the city administration turned to the private sector and arranged for the lease-purchase of a new facility. This innovative approach, combined with a fast-track design-build process, provided a high quality emergency center in the shortest amount of time and at a substantially reduced cost.

The building was designed to allow for future projected growth through the year 2020, as well as the ability for future expansion of the facility. Due to the significant functions of the facility and its needs during emergency situations, the building was designed with several layers of redundancy for power and communications to the building, as well, as the ability to withstand winds in excess of 150 mph. The building is served by two separate power grids, additional generators, and a 26,000-gallon water tank.

The call center is the functional heart of the facility, located above the computer room for optimal access to the building, enabling equipment maintenance without disrupting operations. Technology is a major component for this mission-critical facility, with a $2.6 million package for technology FF&E. The 29,000-square-foot control room houses 107 dispatcher consoles, in a NASA-like environment equipped with four computer screens with emergency data and maps and three massive projector screens lining the front walls. Dispatchers handle some 6,000 daily 911 calls.

And as an added benefit to the city, design and construction of the Houston Emergency Center was completed under budget, and $1 million earmarked for the new emergency center was returned to the city’s revenue.
Albany County Nursing Home
Albany, New York

Gilbane is providing construction management services for the 198,763 SF renovation and addition to the Albany County Nursing Home. Currently the facility holds approximately 250 beds, the new plans would require the relocation of 125 beds into the new single floor addition.

The scope of work includes new patient wings, memory care units, replacement of windows and mechanical systems, new electrical service, a new kitchen, and the renovation of existing patient wings and administration areas. Upgraded entrances and lobby finishes will welcome patients, staff and visitors.

ARCHITECT: Angerame Architects, P.C.
PROJECT SIZE: 198,763 SF
CONSTRUCTION COST: $47,280,000

COMPLETION DATE: September 2020
DELIVERY METHOD: Construction Management as Agent
Times Union Center Renovation
Albany, New York

Gilbane provided program management services for the renovation to the existing Times Union Center located in downtown Albany. The newly renovated facility features a front atrium, south facade, a northeast patio and provides seating for over 15,000 guests. This project will help to reinforce the Times Union Center's presence in Albany, as well as provide a state-of-the-art space for concerts, family shows and NCAA sporting events.

Key design elements include a three-story water feature, glass enclosed elevator, new streetscape and two 14' x 70' exterior digital display boards. The creation of an enclosed four-season green space adds to the aesthetics and functionality of the front atrium and surrounding facade areas. The northeast patio includes a glazed curtainwall as well as an enclosed four-season area with bench seating and planters.

ARCHITECT:
CS Arch Architecture
Synthesis Architects, LLP

PROJECT SIZE:
20,000 SF

CONSTRUCTION COST:
$16,500,000

COMPLETION DATE:
December 2017

DELIVERY METHOD:
Program Management
PLAN IMPLEMENTATION

PROJECT APPROACH

Phase One: Through previous experience with Angerame Architects, PC. Team and the concurrent Albany County Nursing Home (ACNH) project, Gilbane has identified the several key areas that will need to commence immediately upon contractor awards to allow further brick and mortar construction.

It is critical to the project in Phase One to relocate and/or install several underground utilities that will either be impacted by the new addition foundation or truncate services to the existing ACNH Project. Immediately identifying and relocating these services will prevent unexpected delays to the Nursing Home construction or facility operation, as well as provide the new Emergency Management Facility (EMF) with building services ahead of typical construction schedules.

One utility service of particular importance is the permanent power for the new facility. Through the ACNH project, Gilbane has worked hand in hand with the design team, ACNH facility and the Albany County Sheriff’s Department (ACSD) to develop a plan that allows both County entities to have a redundant electrical service. Relating to the EMF, Gilbane’s current project team will have worked with contractors to have the EMF’s new electrical room and switch gear ready for use in time for the groundbreaking. An added benefit, Gilbane will be the sole, point-of-contact with National Grid for the installation of both services. This will mitigate errors in miscommunication by all parties.

Additional to Phase One will be the abatement of the existing Shaker Wing. This wing is identical in construction and materials of the adjacent resident wings that Gilbane has previously managed the hazardous material abatement and demolition. This previous working knowledge allows Gilbane to have the best understanding of the demolition and abatement scope relating to cost, schedule and lessons learned from unforeseen existing conditions.

Phase Two: Upon completing the site utility make ready work and the demo and abatement interior fit out of the existing wing and addition foundation work can commence. This allows the new construction to flow organically away from the existing facility. Interaction between the existing Shaker Wing and the new addition is similar in approach to construction sequencing seen in the adjacent project.
Phase Three: As interior fit-out is nearing completion in the existing wing, interior work will begin in the new addition and the site work to be completed prior to the start of winter heading into the March 2021 substantial completion. Upon review of completed design in preconstruction Gilbane will review the buildings MEP systems to determine if the Shaker Wing renovation area can be turned over or owner occupancy prior to the new addition.

Final Phase: The final phase will be the installation of the mission critical emergency communication equipment. Prior to the installation Gilbane will a develop a plan with the ACSD that outlines the requirements and schedule to successfully relocate, install, test and commission the new equipment. Thorough planning of this work will reduce the risk of any potential gaps in emergency responses.

ALTERNATE APPROACH
As time is of the essence for the use of the new facility; during preconstruction Gilbane will review with the ACSD and the design team the feasibility of additional bid packages for site utility, foundations, demolition and abatement. This will potentially allow for construction elements to commence work ahead of the final design bid packages.

Additional benefits for having Gilbane as the construction manager on the EMF project:

- The EMF design team is the same team as the ACNH project. This provides efficiencies in communication and project controls as all parties are currently working together. i.e. naming conventions, Smartapp, Quality procedures, change management and payment applications.
- Gilbane has been coordinating and working with National Grid, First Light, Albany County Airport and Sprint/Nextel. An additional construction manager can impact communication with these entities for both the call center and the ACNH.
- Gilbane is currently working with state contracts for fire alarm, access control and security. Most of these contracts will also be required to provide services to the call center for continuity between the facilities.
- Gilbane is currently working with the local AHU’s for emergency vehicles, Albany Water & Water Supply Department and County Codes. If Gilbane is the construction manager we are a sole, point-of-contact creating greater efficiencies.
- Gilbane will be sharing knowledge with our existing staff on site for the ACNH project and will be better equipped to coordinate all on-site activities.
SAFETY FIRST...ALWAYS

Gilbane is a family-owned business – and we strive to treat everyone on and around our sites like family when it comes to ensuring their safety. Gilbane has some of the best safety procedures, systems, and programs in the business. But safety is also embedded in our values, attitudes, behaviors and culture. Safety is not about “policy” to us; it’s about people. Ensuring a culture of caring and personal commitment to live and work safely is our commitment. **Safety is the primary driver on how Gilbane conducts business.**

Safety is integrated in all areas of the company. From starting every meeting (on site and off) with a “Gilbane Cares” moment to annual Safety Week celebrations, safety is thoroughly ingrained into our culture. Regional managers and project executives perform safety inspections and hold monthly meetings to review safety performance, discuss trends and share lessons learned. In addition, all our management and supervisory personnel annually undergo a Safety Matrix Performance Review – safety-related employee commitment, action and efforts have a significant impact on compensation.

GILBANE CARES: INCIDENT AND INJURY FREE CULTURE

Gilbane Cares means the safety of everyone on our project sites is always our number one priority and value. Gilbane has made a significant investment in training our employees and partners in JMJ Associate’s Incident and Injury Free (IIF) methods. More than 2,000 Gilbane employees (including our executive team) as well as 2,000 contractor supervisors have participated in incident and injury-free workshops, as well as OSHA training. Understanding that safety is a team effort, subcontractors are also required to participate in Gilbane Cares workshops and quarterly IIF principals’ meetings are held with Gilbane and trade contractor leadership in each local office.

Gilbane Cares: A Commitment to Caring

The Gilbane Cares program combines our award-winning safety systems with dedication to caring about the well being of everyone that works on our projects.

Gilbane has been honored by the Associated General Contractors, Construction Industry Roundtable, and others, as one of the safest companies in the construction industry. Our systems and procedures for keeping people out of harm’s way are second to none. We’re committed to doing even better and becoming incident and injury free.

In addition to the safety audits, checklists and other tools that we use, we train our employees and project partners to embrace a safety culture based upon people, not on statistics. We call the program Gilbane Cares and our safety philosophy is built on the belief that every person on our projects is a member of our family.

We want the people on our teams to view each other as brothers and sisters and watch out for one another. Attaining our goal is a journey that will take time. Combining our objective safety systems with the subjective need to care for people gives us a powerful combination of skills to draw from.

-William Gilbane, Jr., Vice Chairman
INNOVATIVE SAFETY PROGRAMS

Gilbane incorporates innovative technologies and practices that result in safer work places for our personnel and the trades we work with.

Stretch/Flex Program: Our Stretch and Flex programs have been successful in reducing soft tissue injuries. On our projects, soft tissue injuries are half the industry average.

Beyond OSHA Requirements: Gilbane has implemented many safety requirements that go above and beyond OSHA for all projects for many years. These include:

- 100% Fall Protection: In the last three years alone, 10 lives were saved on Gilbane projects using 100% Fall Protection in areas otherwise allowed by OSHA in roofing, scaffolding, and installation of steel practices.
- Gilbane uses SafetyNet, a software that collects, analyzes and disseminates jobsite safety information
- Comprehensive Hand Protection Program: Custom hand protection training is required of all workers.
- 100% eye protection is mandatory at all times.
- All Gilbane field employees must be 30-hour OSHA certified.
- Subcontractor supervisors are required to have 10-hour OSHA certification.
- Subcontractor safety representatives are required to have 30-hour OSHA certification.
- Comprehensive substance abuse screening program.
- All trade/subcontractors are to report all accidents and man-hours worked by their forces.
- All cranes, boom trucks, etc. must have been inspected by a competent third party inspection agency within the last 12 months.
- Safety orientation is mandatory for all employees prior to working on the project.
- Temporary electric requires ground fault circuit interrupters as well as assured equipment ground programs.
- Providing our project teams with Kask helmets, which outperform the ANSI standards.

Pre-Fab/Pre-Assembled Practices: Whenever possible this method is used to drastically reduce the safety hazards involved in MEP systems, working in tight/overhead areas, and reducing and sometimes eliminating the use of ladders and hot-work practices. In addition material storage areas are improved, along with quality.

Building Information Modeling: The BIM process is implemented for many reasons, but BIM has significant impacts on safety. BIM assists in preparing proper areas for staging, access/egress, crane roads and swing areas, and for the general site utilization plan. With this process, areas are laid out ahead of time to also reduce/eliminate clashes in the construction process including utilities/piping thereby reducing again the safety challenges associated with working off of ladders, hot-work, and working in overhead positions.

Gilbane installs a glove board on every project that shows what type of glove should be used for the job at hand. In addition, Gilbane employs focused hand protection safety inspections and encourages use of the latest glove technologies.
SAFETY PROGRAM

Gilbane's Safety Program addresses the many aspects of safety. It integrates management philosophy and action, quality, regulatory and monetary requirements, as well as meeting the ultimate objective of successful project completion. The following represents some of the diverse elements of our Safety Program that meet the demanding and constantly changing nature of construction.

Subcontractor Prequalification and Evaluation

We require our contractors to provide information on their incidence rates, EMR and OSHA history. This information is compared to industry averages, and along with subcontractor safety performance within our SafetyNet system, is used as an important element of subcontractor-selection decisions.

In addition, all subcontractors on Gilbane projects are required to provide their safety plan and Job Hazard Analyses (JHAs) as part of their bid documents. They must also designate a qualified safety coordinator to represent and train their employees and to conduct periodic safety inspections and training. These requirements are in addition to local, state and federal safety standards and regulations, including OSHA.

Preconstruction Safety Alignment

Prior to the project's mobilization, the safety manager and project manager will conduct a preconstruction safety alignment process, wherein potential project hazards are analyzed, controls are prescribed and safety requirements are ratified for inclusion in the project's safety program.

Site-Specific Safety Plan

To protect residents, patients, staff, workers, visitors and the general public on our construction sites, and based on the preconstruction safety alignment, Gilbane will develop a site-specific project safety plan to address the unique hazards and specific demands for the EMF.

Training

Education is the cornerstone of an effective safety program. Prior to the start of construction, Gilbane holds mandatory orientation to train subcontractors' safety coordinators, trade contractors and owner personnel. The program uses interactive instruction and multimedia to provide education about the fundamentals of construction safety and specific job hazards. Every attendee must complete a safety quiz and sign a safety pledge to confirm comprehension and support of our safety requirements. During the project, additional safety workshops, safety equipment demonstrations and training are conducted to support continuous learning.
Short Service Worker Program
Gilbane has instituted a Short Service Worker Program (SSWP) which focuses on keeping new workers safe. Data shows that most injuries occur with workers who are new to the site (less than 30 days) regardless of their years of experience. Our SSWP assigns a mentor to each new worker until they became familiar with the site and hazards of the project. New workers are easily identifiable with neon bands on their hard hat and a different colored vest, allowing other workers to be cognizant of the new worker and to assist with their orientation to the site. After working on site for a defined period of time, a quiz is given to that worker. The sticker or vest is then removed or replaced.

Monthly Safety Coordinators’ Meetings
Safety coordinator meetings provide an opportunity to review project performance, promote employee engagement and feedback. These meetings include training in specific procedures such as trenching and shoring, lock-out/tag-out, scaffolding or fall protection. Training is conducted by Gilbane safety personnel, insurance representatives or outside experts.

Job Hazard Analysis (JHA)
Gilbane requires every contractor to develop a JHA to identify the overall safe means and methods to complete the project. Subcontractors are responsible for updating their bid JHA before any work is performed in the field. The subcontractor then submits the JHA to the Gilbane team for review. Gilbane works with the subcontractor to ensure the JHA correctly addresses all safety hazards. Once the JHA has been reviewed and approved by Gilbane, the JHA is reviewed with the subcontractor’s employees who will perform that task.

Weekly Project Safety Meetings
Safety education continues through construction during weekly “toolbox” meetings that provide instruction about contractor-specific safety procedures. Further, safety is always the first topic on all project supervisory meetings, typically held on a weekly basis. Attendance is mandatory for contractors and management personnel and they are expected to share this information with their personnel.

Safety Task Assignments (STA)
Every subcontractor completes a Safety Task Assignment (STA) daily for all work activities and reviews the STA with the crew. This daily pre-shift discussion is held between contractor foreman and their work crews, focused on work activities for the day, the associated potential hazards, and identifying specific precautions to be implemented. STAs are held daily and focus on issues specific to the day’s work activities, taking into account issues such as weather and tools to be utilized that day.
Safety Permit Systems
Safety permit systems are developed for known and recognized hazards. These include hot work, scaffold, trenching and shoring, electrical lockout/tagout, confined space and guardrail permits. Where necessary, specific procedures are developed to coordinate with unique client demands.

Safety Recognition and Motivation Programs
Recognition is a powerful motivator for a successful safety program, and safety success must be celebrated. To show the company’s commitment, Gilbane established the Stop Work for Safety Award, which recognizes employees who have taken extraordinary steps to ensure safety on their projects, even going as far as halting work to resolve an issue. Gilbane also consistently promotes safety via project newsletters, safety alerts and bulletins. Gilbane project teams regularly recognize contractor personnel who demonstrate commitment to safety with awards. Our teams also celebrate safety milestones with the entire project team, promoting camaraderie and rewarding excellence in safety.

SAFETY MEASUREMENT
Our focus to achieving excellence in safety is through the Gilbane Cares approach. The results of this approach are measurable through the insurance industry’s standard Experience Modification Rate (EMR), which is calculated by the National Council of Compensation Insurance, as well as the OSHA-devised Incidence Rate. EMR gives potential clients an industry-wide, objective rating by a third party to compare the safety performance of all construction companies.

The lower a firm’s EMR, the better their safety record. Our Gilbane Cares program’s success is reflected in our EMR of 0.62, well below the industry benchmark of 1.0. Through our progressive and aggressive safety programs and techniques, Gilbane has reduced injuries and incidents to a fraction of the U.S. construction industry average.

CONSTRUCTION SCHEDULE DEVELOPMENT AND CONTROL
Optimal schedule development is critical because labor costs are the largest single project expenditure, and construction projects are intrinsically driven by time frames for activity completion. Through Gilbane’s Advanced Planning & Scheduling (AP&S) approach, planning and scheduling is conducted in real-time and continuously verified throughout the construction phase. Each step of the process breaks down the previous into a further level of detail and commitment and expands the network of commitments from the core group (owner-A/E-CM) down to the Last Planner (typically the trade contractor foreman).

Gilbane’s exceptional safety record means a lower cost for the County of Albany as our company commitment to safety means lower general and excess liability insurance rates, as well as lower bond rates for a project this size.

<table>
<thead>
<tr>
<th>2017 BUREAU OF LABOR AND STATISTICS</th>
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<tbody>
<tr>
<td>RECORDABLE INJURY RATE:</td>
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<tr>
<td>LOST TIME INJURY RATE:</td>
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<tr>
<td>1.71</td>
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<tr>
<td>0.38</td>
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<tr>
<td>Industry average of 3.2</td>
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<tr>
<td>Industry average of 1.3</td>
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<tr>
<td>GILBANE + SUBCONTRACTOR RATE</td>
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</tbody>
</table>

FULL PLANNING VISUALIZED

In the example above, ready for finishes is the milestone we're pulling to. Defining the work which needs to be completed in a backwards pass helps us to identify when we should do the work. The predecessor activity, or task, that needs to be completed to release the finishes to commence is sand drywall, and so on until the earliest task is reached whereby there is no condition to release work.
Phase pull planning

Just prior to work beginning and throughout the duration of construction, phase pull planning is conducted. Phase pull planning takes into account logistics planning; procurement lead times; production planning; safety and 5S procedures; and BIM execution planning. A dedicated space on the construction site is utilized where the Gilbane team displays project plans, results, and trends to encourage collaboration.

With the milestones confirmed during preconstruction, the pull planning process identifies work flow, starting at a milestone or target condition and pulling (backwards) to the beginning of the work flow. The construction phase team uses the pull plan information to create 6-week look-ahead schedules from which we derive our weekly work plans to determine a production plan, visualized below. From here, the team, including the owner, designer and trades will review the milestone schedule to make necessary adjustments based on the development of phase pull planning.

**APS EXECUTION PROCESS**

**MILESTONE SCHEDULE**

![Milestone Schedule Diagram]

**PHASE PULL PLANS**

**LOOK AHEAD AND WEEKLY WORK PLANS**

<table>
<thead>
<tr>
<th>WEEK 1</th>
<th>WEEK 2</th>
<th>WEEK 3</th>
<th>WEEK 4</th>
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<td>MEP</td>
<td>72</td>
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<td>78</td>
<td>82</td>
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</tbody>
</table>

**Weekly work planning**

At each weekly work planning session, the Gilbane team and trades work collaboratively to link the pull planning information into a detailed production plan. This visualizes the impact that pace of work has on the remaining sequence of work agreed to at the phase pull plan. Constraints are identified and any items requiring team coordination are added to the constraint log board for team resolution. By visualizing the constraints, the responsible parties are held accountable to expedite resolution of these issues.

**Phase pull planning includes:**

- Formalizing preconstruction deliverables schedule
- Optimal sequencing of construction activities
- Phasing requirements
- Permit and approval requirements
- Long-lead purchasing needs
- Trade procurement strategy
- Construction tasks to be completed to achieve all milestones

**Collaborative team scheduling session**

An on-site constraint log allows the team to visualize potential risks to expedite issue resolution.

Confidential and proprietary information.
Shift meetings
This meeting is an on-site, stand-up meeting held daily with the trade contractors to utilize the weekly work plans and review planned work for the day. The meeting is held at the same time and place every day to communicate and collaborate on the day's challenges. Project Manager/Superintendent Patrick Mulvihill conducts the meeting, which includes:

- Each trade contractor communicates the work planned for the day and confirms adherence to Weekly Work Plan commitments
- Each trade contractor identifies any coordination required to complete tasks

Daily, the trades and Gilbane personnel meet to resolve concerns and discuss the day's activities to create buy-in and keep the project on track.

PRODUCTIVITY AND EFFICIENCY ANALYSIS
On a daily basis, productivity data is monitored to develop metrics, such as quantities installed, to track the percent planned complete while identifying constraints and root causes. As we gather this information, we validate the pull plan and make necessary adjustments to the phase pull plans.

By closely tracking the difference between actual versus planned, project team members can review and evaluate data and understand early indicators of when critical aspects of the project may be falling behind schedule due to lack of productivity and/or manpower in the field. This information is then used to develop specific action plans to effectively resolve issues.

QUALITY CONTROL
Gilbane's quality in construction (Q/C) program is designed to ensure that all work is done right, complete and free of defects the first time. The program puts a specific process in place for all our projects that prevents mistakes by inspecting work at the earliest possible opportunities throughout the building process. Gilbane employs a variety of proactive inspection techniques that are the heart of the quality in construction process.
Site-Specific QIC Plan
A site-specific quality plan builds off the quality workshop in preconstruction. It prescribes the specific quality benchmarks that our inspections will measure against. This includes customizing the following quality elements.

<table>
<thead>
<tr>
<th>Quality Control</th>
<th>Description</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Plan</td>
<td>Documented program that is measurable and included in each trade contractor contract.</td>
<td>Incorporates A/E's checks and balances, code compliance and promotes quality awareness.</td>
</tr>
<tr>
<td>Mock-up</td>
<td>Prototypical rooms are built to serve as a measurement for future room construction. Users can critique this installation.</td>
<td>Prevents significant change orders later in construction by providing feedback before rooms are actually built.</td>
</tr>
<tr>
<td>Benchmarks</td>
<td>An evaluation of the first installation of any new work that is a permanent part of construction.</td>
<td>Eliminates defective construction patterns by establishing a reference for all future work.</td>
</tr>
<tr>
<td>First Delivery of Material Inspection</td>
<td>Examination of the first delivery of materials and equipment.</td>
<td>Prevents non-compliant materials from being installed.</td>
</tr>
<tr>
<td>First Equipment-in-place Inspection</td>
<td>Examination of all equipment at the initial installation stage.</td>
<td>Eliminates repeated errors in subsequent installations by serving as a benchmark for all future installations.</td>
</tr>
<tr>
<td>First Construction Inspection</td>
<td>Benchmark for means, methods, and conformance with a project's requirements.</td>
<td>Resolves conflicting interpretation of requirements and eliminates any defective construction pattern from the beginning.</td>
</tr>
<tr>
<td>Closure Inspection</td>
<td>All critical work is inspected, tested and videotaped before it is enclosed below grade, under concrete, in walls or above ceiling. Any deficiencies are corrected immediately.</td>
<td>Eliminates re-entry to closed spaces.</td>
</tr>
<tr>
<td>Final Inspection and Acceptance &amp; Punch List</td>
<td>Inspection of the final status of construction of a system or area.</td>
<td>Confirms correction of all Rolling Completion List items, final conformance to the requirements, and creates the punch list.</td>
</tr>
<tr>
<td>Activation Inspection</td>
<td>Inspection of the installation of equipment/systems, the surroundings to ensure that the installation is safe and meets the requirements for operation.</td>
<td>Any deficiencies noted will be corrected by the responsible subcontractor prior to active operation.</td>
</tr>
<tr>
<td>Start Up Inspection</td>
<td>Inspection of the debugged equipment/system that is ready for demonstration that it functions as required.</td>
<td>All non-conforming work will be corrected by the subcontractor, pavers the way for acceptance by Gilbane and the County of Albany.</td>
</tr>
</tbody>
</table>

BIM 360 Field Software
Our team utilizes Autodesk’s BIM 360 Field software to streamline the quality assurance process in the field. This industry-leading software provides streamlined and user-friendly quality data collection and customized reporting capabilities. While in the field, team members collect and update detailed quality information using BIM 360 Field on an iPad. This information then syncs within the master database via the web when connected. Gilbane's enterprise agreement for the

Zero Defects
Settling for a product that is "close enough" or good enough is never satisfactory. You will receive 100% - 100% of the time.

The foundation of Gilbane's quality program is based on prevention rather than correction, through maximizing methodologies, like mock-ups.

Using the Issue Log increases efficiency in quality data collection through streamlined features such as pre-populating repetitive information based on a pre-approved template.
use of BIM 360 software means that all project team members, including owners, architects and subcontractors, can utilize the BIM 360 software, allowing a fully integrated approach to quality management. Permissions are set for each user to ensure that security is appropriately managed.

Through the issue log feature, the EMF will experience increased efficiency in quality data collection, as the system allows the user to take advantage of streamlined features including pre-populating repetitive information for each issue. The team will create templates for common issues, such as drywall patching, that will auto-fill repetitive information such as issue type (punchlist, worklist, etc.), description, due date and company responsible, based on pre-set information provided by the project team. These repetitive process simplifications can save significant time in data collection and reporting, allowing the team to focus on the achievement of quality, rather than being caught up in the process.

Using the BIM 360 Field application, subcontractors can easily sort and access the issues related to their scope of work and alert the Gilbane project team when the issue is resolved and ready for sign-off. Even when not using the application directly, subcontractors can still receive automated reports that are specific to their scope. Reports can be configured to run on a set schedule and automatically emailed to the responsible parties. This allows the Gilbane team to spend less time administering the process and more time in the field focused on quality. Angerame Architects, P.C. can also utilize the system to directly input their own observations/punch list items, however, if another approach is preferred by the design team, Gilbane can work with them to develop an import template that will allow that information to be coordinated within BIM 360.

When deficiencies are identified in the field, they are documented with corresponding photographs, as well as pinned onto a floor plan for spatial representation, ensuring that trade contractors know exactly what they need to fix, and exactly where to go to fix it.

Using the Issue Log increases efficiency in quality data collection, through streamlined features such as pre-populating repetitive information based on a pre-approved template.
Using the checklist feature of BIM 360, team members have access to templated or customized checklists as they perform quality inspections in the field. Common checklists include items such as above ceiling/concealed space inspections, first delivery inspections or benchmarking. The County of Albany’s checklists can easily be incorporated, as needed. The system also allows for photos and additional comments to be quickly and easily attached to both issues and checklists actions.

**BIM 360 | Checklists**

Through checklists, efficiency is gained as any item identified as “not conforming” automatically generates an issue in the log, including the associated auto-fill information. This approach:

- assures that all essential items are reviewed.
- records data identifying what is correct, as well as what needs work.
- confirms that due diligence was given to each aspect of the quality inspection.

Ultimately, this information informs our quality processes and procedures to ensure continuous improvement.

The BIM 360 Field web interface provides custom reporting options, including the ability to send reports automatically at set intervals to a pre-determined group or individual. BIM 360 Field has the ability to provide meaningful and robust quality issue reports for all project collaborators, including trade contractors, design partners and The County of Albany.

**Rolling Completion List (RCL)**

The RCL is the backbone of Gilbane’s quality reporting. Rather than waiting until the project is 95 percent complete to begin assessing work execution, Gilbane develops a list of deficiencies upon commencement of the work. Contractors are required to correct these deficiencies immediately, preventing repeated mistakes throughout the project. The use of an RCL dramatically improves the quality level, punch list process and life-cycle costs.

**Trade Contractor Management**

The foundation of Gilbane’s trade contractor management program is based on prevention, rather than correction. Every step possible is taken to avoid errors, omissions, discrepancies and deficiencies. The performance histories and bid submittals of contractors are examined, and the importance of quality is
underscored at both pre-bid conferences and pre-award meetings. Therefore, shop drawings, specifications, and bid documents are carefully reviewed. In addition, an ongoing monitoring of trades and materials is implemented to ensure the highest quality of craftsmanship performance.

**Smartapp | Daily Work Reports**

Gilbane's superintendents keep a Master Daily Work Report (MDWR) to log overall site information, including Gilbane manhours and site conditions. An individual Contractor Daily Work Report (CDWR) record is assigned to each trade contractor for the day, and each trade is required to log manpower and crew information, a description of work performed, as well as any equipment that was on site. Smartapp's "talk to text" feature makes it easy for contractors to complete this daily report from any mobile device.

Upon the trade's submission of the CDWR, the superintendent automatically receives the record to review and approve in Smartapp. All logged manhours then collectively roll up into the MDWR for ease of reporting project manhours for the month, year to date, or project to date.

**ProCheck**

A critical aspect of our quality program is our unique review process, known as ProCheck. This process reviews Gilbane policies and procedures (based upon project contract) and to offer best practices and recommendations provided by other projects, peer groups and Gilbane University.

This checklist-style tool helps us ensure the continuous improvement of our service by asking questions that create a meaningful dialogue about contract terms, processes, project team responsibilities, etc. to maximize opportunities to exceed owner and architect expectations. All pertinent project activities from procurement through closeout are reviewed, and processes are refined to meet the specific requirements of the project.
Submittal Management

From the beginning of each project, Gilbane maintains a log of submittals, and a review of the specifications and plans is conducted to identify all of the submittal requirements. Gilbane requests a submittal schedule from each originator, subcontractor, or supplier, including a complete listing of all shop drawings to be produced as well as their scheduled production dates. The submittal schedule is used to:

- Control the receipt of all required shop drawings
- Assess the project workload and schedule
- Inform the design team allowing them to make the necessary arrangements to process the drawings on a timely basis
- Provide the input for the project schedule

Shop drawings and samples are reviewed for conformance to plans and specifications, accuracy and completeness. Satisfactory drawings are forwarded to the design team for approval. The processing of shop drawings is always expedited for all long-lead procurement items previously identified by a subcontractor's material status report.

Smartapp | Submittals

Generate and manage submittal register with automated workflow to handle the routing of packages, track the architect's responses, and manage revisions as needed in Smartapp. The Submittal Manager shows a quick view of every submittal that is expected on the project. From there, the user can see what type of submittal it is (product data, sample, shop drawing, etc.) and what stage it is in. Accepted submittals are shown with the date returned to the trade contractor. From this screen one can open specific submittals for further information.

All Smartapp apps offer desktop and mobile access for both iOS and Android.

BENEFITS OF SMARTAPP SUBMITTAL MANAGER

Owner Benefits:
- Smartapp provides current, real-time tracking of outstanding submittals
- Submittals can be sorted by bid package or by total outstanding per responsible party
- Smartapp provides the owner with electronic PDF versions of all approved submittals at any point for streamlined document control

Architect Benefits:
- Track workflow of submittal review responsibility
- Architects no longer have to maintain their own submittal log
- Three clicks and all approved submittals are compiled into one PDF
- Review, mark up and approve submittals electronically
- Manage consultant responses in the same system
Smartapp: Request for Information

Create and manage RFIs, customizing the workflow to meet your specific needs such as handling multiple reviewer answers, and various answer functionality for architects in Smartapp.

All Smartapp apps offer desktop and mobile access for both iOS and Android.

Customized Communication of Submittals and RFIs

While the County of Albany will have access to Smartapp to review current status of Submittals and RFIs at any time, the system can be configured to notify the County of Albany automatically via email. The County of Albany can identify the specific key points in the process for which to receive email notifications. This ability maintains constant communication, based on your specific preferences.

INTEGRATED PROJECT CONTROLS

Gilbane recognizes the importance of collaborative and integrated project controls that provide flexibility to meet the particular needs of a project. With that in mind, Gilbane has invested in integrated project management tools, each of which offers particular benefits for various activities:

- Smartapp: project management technology focused on collaborative environment. Primary tool for the management of RFIs, submittals and daily reports, as well as other project logs. The platform allows for fast flexibility through creation of custom apps for project-specific needs to maximize efficiency.
- BIM 360 Field: exceptional flexibility and efficiency in managing the quality process, issue logs, and punchlist.
- Bluebeam: best-in-class technology to electronically manage and share drawings. Bluebeam also offers capabilities to share other project-related documents such as photos and schedules to facilitate collaborative review.

While each of these systems offers best-in-class technology for particular needs, our menu of options ensures that we are able to customize the project controls approach to the particular needs of the EMF. Gilbane's project teams work with dedicated in-house resources to understand the unique needs of a project and/or client, and assist the team to implement the most effective system for all relevant elements of project controls, as well as customize each system as needed.
SMARTAPP – INNOVATIVE COLLABORATION

As a leader in delivering construction management services in an integrated team approach, Gilbane has developed a web-based project management application that is capable of sharing project information between systems and project team members. Smartapp focuses on:

- collaborative team communication
- tracking team priorities
- data and electronic workflow management for submittals
- RFIs and daily reports
- and others such as materials management and meeting minutes.

Our clients and project partners have experienced increased efficiency, improved communications and centralized document management solutions with Smartapp.

Increased Team Productivity and Communications for our Clients

Smartapp changes the entire landscape for construction management while improving team productivity and communications for our clients. Project team members can now enter up to 40 different types of information through portable tablets in the field. Real time reporting of safety and quality information, RFIs and potential change items, punch lists and drawing markups allow our teams to streamline communications. Critical project information is automatically uploaded to a single centralized database. This data is then shared throughout the project team, from owners to architects and trade contractors to project managers. With access from both desktop and mobile devices (Android or iOS), Smartapp offers the team complete flexibility so everyone can access information - anywhere, anytime.

Smartapp Project Controls Workshop

Proper planning of customized project controls workflows in the preconstruction phase is essential to effective control of the project during the construction phase. Gilbane's team will meet with the County of Albany and Angerame Architects, P.C. to establish a team approach to manage the communications, documents and interactions for the life of the project through Smartapp. Our project controls workshop will result in:

- Application customization:
  - Create user-specific dashboards, including customized data grid views
  - Determine which Smartapps will be used, creating new Smartapps if needed
  - Customizing reports to fit the County of Albany's needs
  - QR codes for safety and quality
- Optimal workflow routing options for:
  - Submittals
  - RFIs
  - Gilbane quality inspections
BUDGET DEVELOPMENT

Successful projects are built upon solid estimating and budget development based on a clear understanding of the intended scope, the desired schedule and the project team's expectations. Gilbane's experienced preconstruction team will draw upon Gilbane's vast company-wide database of current pricing using powerful cost management tools to develop accurate and reliable cost models.

COST ESTIMATING PROCESS

Document Review

Our estimating team is comprised entirely of in-house experts in the architectural, structural, civil, mechanical and electrical disciplines. They will examine the project documents, such as drawings, specifications, addenda, project budget, schedule, contracts and RFIs. We review the documents to:

- Ensure that they are complete, noting any missing information and following up accordingly
Understand their intent
- Divide the facility into logical subcomponents that can be quantified and priced
- Utilize the agreed-upon work breakdown structure (WBS) for the project

**Quantity Takeoffs**

**On-Screen Takeoff**
The estimating team uses On-Screen Takeoff software to effectively quantify all materials on the project by creating color-coded drawings to identify conditions and their quantities. Gilbane utilizes this powerful software to increase accuracy and team efficiency with streamlined project setup, color-coded quantities on drawings, quickly manipulated takeoffs and easily document RFIs.

**BIM Quantity Survey/Estimate Integration (5D)**
Our virtual construction engineers can integrate cost data into the BIM once the model has matured and attribute data is embedded. This inherent intelligence is then surveyed and leveraged in conjunction with our cost estimating systems for cost analysis. Counts, lengths, areas and volumes can be generated directly from the model in a matter of minutes and hours as opposed to days and weeks.

**ROCTEK Site Quantities**
ROCTEK is an estimating software which allows us to quantify alternative site development and phasing scenarios with their associated cost implications. The software accounts for site conditions and allows the project team to have cutting-edge information in making decisions related to site issues.

**Timberline Cost Estimates**
Our estimating software, Timberline, facilitates our detailed approach by maintaining libraries of detailed cost elements and managing large databases that are populated and continuously updated with Gilbane cost information gathered from actual current company-wide costs data. The estimating team determines pricing based on Gilbane’s current cost database, subcontractor/supplier input as well as the following factors:
- Conditions and circumstances surrounding the subcomponent
- Material quantity
- Market conditions
- Escalation

**Cost Estimate Reports**
Timberline produces detailed estimates that can be configured in a wide range of formats, such as Uniformat (by system), CSI (by trade), program area or custom formats. Our cost estimate reports document any assumptions, exclusions, clarifications, alternate or constructability issues that were used to determine pricing. We will utilize the agreed-upon WBS for the project from the estimate to the cost report.
**Value Management**

We refer to this process as value management (VM) rather than value engineering to emphasize that the process is focused on value received, rather than cost cutting. VM is a systematic approach utilizing proven procedures to identify the function of an item, establish a value for that function and provide that function for the best overall initial and life-cycle cost. In every analysis, this must be accomplished consistent with the aesthetics, schedule, performance and safety purpose of the item.

Gilbane’s approach to VM focuses on long-term costs versus the initial purchase price. We identify systems or components that may result in lower costs without sacrificing the project’s quality requirements. Facilitated by Gilbane, all VM efforts are conducted in close coordination with the County of Albany and Angerame Architects, P.C. and senior members of Gilbane’s management staff also participating.

**VM Suggestions for the EMF Project:**

- Foundation systems
- Structural systems
- Mechanical and electrical systems
- Enclosure systems
- Central plant equipment, infrastructure upgrades, new piping and site utility requirements
- Grading, roadway, parking and landscape enhancements
- Mechanical, HVAC, electrical systems and controls (geothermal systems)
- New or renovated enclosure systems
- Building façade, window and door repair/restoration
- Historic preservation requirements
- Interior demolition, partition systems and finishes
- Specialty furniture, fixtures and equipment (FF&E), AV/IT systems
VM is not a one-time event but an ongoing activity that is most beneficial when initiated early in the project’s design. It is a reiterative process in which the design team and Gilbane offer design and construction alternatives to ensure the County of Albany, receives the highest quality project in the most cost-effective manner.

A VM analysis consists of the following four steps:

1. Brainstorming: A creative phase in which Gilbane identifies and examines the project’s high cost or problematic items and ascertains alternate methodologies to maximize the function and value of these items.
2. Evaluation: Gilbane will determine the cost, schedule impact, value and function of each proposed alternate methodology to ensure all relevant facts are considered.
3. Recommendation: Gilbane will present all value engineering items to the County of Albany and Angerame Architects, P.C. As a team, we will examine the presented alternatives and decide to implement them or provide additional alternatives for consideration.
4. Implementation: Gilbane incorporates the value engineering results into the project’s design, cost and schedule parameters and adjusts our estimates accordingly.

**LIFE-CYCLE COST ANALYSIS**

Our approach to VM emphasizes value received over the life-cycle rather than concentrating on first cost. We see maintenance, function and energy consumption as other important factors in the evaluation of alternative designs and materials.

Gilbane utilizes a respectful and methodical approach to stretching the initial and long-term budget of a project. Our life-cycle cost analysis process will enable the team to choose the most cost effective construction option with the lowest long-term cost of ownership. We will work with our design partners to identify potential cost savings, alternate materials or equipment that best suits the project at a lower overall cost, whether first-costs and or operating costs. We are advocates for long-term operability and maintainability of our buildings; we will defend the County of Albany’s interests in these critical areas.

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Evaluate Each VM Idea

- Constructability - Is it simpler to build? Are other systems affected?
- Schedule - Does it take less time? Allow follow on work sooner?
- General Conditions - Is the cost of GCs impacted? Winter conditions?
- Operations and maintenance - More or less energy efficient?
- Form and function - Do we like how it will look?
COST PROPOSAL

Please see the following pages for our cost proposal.
COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Construction Management Services for the construction of the Albany County Sheriff E-911 Emergency Management Facility located at the Albany County Regional Healthcare Facility- Shaker Wing.

RFP Number: 2019-046

NOT TO EXCEED TOTAL LUMP SUM FEE $333,778.00
(All reimbursable expenses must be included in total lump sum fee)

COMPANY: Gilbane Building Company

ADDRESS: 7 Southwoods Blvd., 3rd Floor

CITY, STATE, ZIP: Albany, NY 12211

TEL. NO.: (518) 472-4801

FAX NO.: (518) 472-4835

FEDERAL TAX ID NO.: 050495530

REPRESENTATIVE: John LaRow

E-MAIL: jlarow@gilbanelco.com

SIGNATURE AND TITLE: Vice-President, District Office Leader

DATE: April 4, 2019

IMPORTANT NOTICE: The information contained herein is confidential and/or proprietary to Gilbane Building Company, and is not to be distributed or disclosed to any third parties. All rights reserved by Gilbane Building Company.
Billing Rates for the County Sheriff's E-911 Emergency Management Facility:

  Construction Manager - $142.50
  Project Administrator - $72.00
  Scheduler - $153.00
  Estimator - $115.00
  Senior Estimator - $175.00
  Chief Estimator - $190.00
  Project Executive - $225.00

*Rates valid through March 2021

*Rates subject to a 4% increase beyond March 2021 per annum
MANDATORY DOCUMENTATION

Please find the following mandatory documentation in this section:

› Non-Collusive Bidding Certificate (Attachment A)
› Acknowledgment by Proposer (Attachment B)
› Vendor Responsibility Questionnaire (Attachment C)
› Iranian Energy Divestment Certification (Attachment D)
ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

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

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

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

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

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

Signature
Vice President, District Leader
Title
Gilbane Building Company
Company Name

April 4, 2019
Date
ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF ____________________________ } SS:
COUNTY OF ____________________________ }

On this __________ day of __________, 20__, before me personally appeared ____________________________, to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

____________________________________
Notary Public, State of ________________
Qualified in __________________________
Commission Expires ____________________

If Corporation:

STATE OF New York } SS:
COUNTY OF Albany }

On this __________ day of __________, 20__, before me personally appeared John LaRow to me known, who, being by me sworn, did say that he resides at (give address) 7 Southwoods Boulevard, 3rd Floor, Albany, NY 12211; that he is the (give title) Vice President, District Leader of the (name of corporation) Gilbane Building Company, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

____________________________________
Notary Public, State of New York
Qualified in Albany
Commission Expires 9/28/27

If Partnership:

STATE OF ____________________________ } SS:
COUNTY OF ____________________________ }

On the __________ day of __________, 20__, before me personally came ____________________________, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of ____________________________ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

____________________________________
Notary Public, State of ________________
Qualified in __________________________
Commission Expires ____________________
1. VENDOR IS:

- PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME

Gilbane Building Company

3. IDENTIFICATION NUMBERS

   a) FEIN #: 050495530
   b) DUNS #: 09-626-7347

4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:

N/A

5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE

   7 Jackson Walkway, Providence, RI 02903

7. TELEPHONE NUMBER

   (401) 456-5800

8. FAX NUMBER

   (401) 456-5936

9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE

   IN NEW YORK STATE, if different from above

    7 Southwoods Boulevard, 3rd Floor, Albany, NY 12211

10. TELEPHONE NUMBER

    (518) 472-4801

11. FAX NUMBER

    (518) 472-4835

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE

    Name: John LaRow
    Title: Vice President, District Leader
    Telephone Number: (518) 472-4803
    Fax Number: (518) 472-4835
    e-mail: JLaRow@GilbaneCo.com

13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.

    a) NAME   N/A   TITLE
    b) NAME   TITLE
    c) NAME   TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were in use. Explain the relationship to the vendor.

   □ Yes  □ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

   □ Yes  □ No

   a) An elected or appointed public official or officer?
   List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service

   □ Yes  □ No

   b) An officer of any political party organization in Albany County, whether paid or unpaid?
   List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.
16. WITHIN THE PAST (6) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

   a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
   2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
   3. entered into an agreement to a voluntary exclusion from bidding/contracting;
   4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;
   5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
   6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
   7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
   8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
   9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

   b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?

   c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

      1. federal, state or local health laws, rules or regulations.

   □ Yes  □ No

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?
   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”

   □ Yes  □ No

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

   a) file returns or pay any applicable federal, state or city taxes?
      Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

   □ Yes  □ No

   b) file returns or pay New York State unemployment insurance?
      Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

   □ Yes  □ No

   c) Property Tax
      Indicate the years the vendor failed to file.

   □ Yes  □ No

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES; WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?
   Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

   □ Yes  □ No

20. IS THE VENDOR CURRENTLY INSOLVENT; OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN IN VOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

   □ Yes  □ No
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: □ Yes  ☒ No

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

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

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

State of: New York)
County of: Albany)

CERTIFICATION:

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

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

Name of Business
Address 7 Southwoods Boulevard, 3rd Floor
City, State, Zip Albany, NY 12211

Signature of Owner
Printed Name of Signatory John LaRow
Title Vice President, District Leader

Sworn before me this 4th day of April, 2019;
Notary Public

STACEY M. CUMMINGS
Notary Public, State of New York
No. 0111261026
Qualified in Albany County
Commission Expires Sept. 26, 2023

Printed Name
Signature
Date
Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

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

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

[Signature]

Vice President, District Leader

Title

Gilbane Building Company

Company Name

April 4, 2019

Date
MEMORANDUM

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

From: Bob Belber
   Regional General Manager

Date: April 5, 2019

Re: Request For Legislative Action – Lease Suite #4
   Pamal Broadcasting

Suite Renewal – Term – September 1, 2019 - August 31, 2022

This suite holder has been the tenant in Suite #4 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of $51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney’s office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract Authorization for Lease of Times Union Center Suite #4

Date: April 4, 2019
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.:
Attending Meeting: Robert Belber

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
File #: TMP-0791, Version: 1

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
James Morrell- Chief Executive Officer
Pamal Broadcasting
6 Johnson Road
Latham, NY 12110

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

Amount/Raise Schedule/Fee: $51,000 per year
Scope of Services: Three Year Lease of Suite #4 to Pamal Broadcasting

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA 7128 02541
Revenue Amount: $51,000

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

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

Term
Term: (Start and end date) September 1, 2019 - August 31, 2022
Length of Contract: Three Year

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)
Leasing suite #4 for a three year period - September 1, 2019 thru August 31, 2022. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the $3,000 deposit required along with the signed Letter of Intent.

Submitter By: Robert Belber
Title: General Manager
LETTER OF INTENT

BY

PAMAL BROADCASTING

FOR

CORPORATE SUITE #4

The above named party or parties recognize that Corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the “TIMES UNION CENTER”) and evidencing our support of this facility by this Letter of Intent.

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 4 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS ($51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Sixteen (16) passes will be provided at no charge for all Albany Empire and Siena home games. Sixteen (16) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional “outside” seats.

To further solidify this Letter of Intent, a non-refundable deposit of $3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
Pamal Broadcasting
Suite #4
Page 2

Dated: 3/18/14

[Signature]
James Morrell
Pamal Broadcasting
MEMORANDUM

To:  Honorable Members - Albany County Legislature
     Honorable Albany County Chairman - Andrew Joyce
     Honorable Albany County Executive - Daniel McCoy
     Honorable Albany County - Deputy County Executive - Phil Calderone

From: Bob Belber
       Regional General Manager

Date: April 5, 2019

Re: Request For Legislative Action - Lease Suite #5
   Rose and Kiernan Insurance Inc.

Suite Renewal - Term - September 1, 2019 - August 31, 2022

This suite holder has been the tenant in Suite #5 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of $51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract Authorization for Lease of Times Union Center Suite #5

Date: April 5, 2019
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: 518-487-2008
Department Rep.:
Attending Meeting: Robert Belber

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
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):
Rose and Kiernan Insurance Inc.
99 Troy Road
East Greenbush, NY 12061

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

Amount/Raise Schedule/Fee: $51,000 per year
Scope of Services: Three year lease of suite #5 to Rose and Kiernan insurance Inc.

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: AA 7128 02541
Revenue Amount: $51,000

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

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

Term
Term: (Start and end date) September 1, 2019 - August 31, 2022
Length of Contract: Three Years

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

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

Justification: (state briefly why legislative action is requested)
Leasing suite #5 for a three year period - September 1, 2019 thru August 31, 2022. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the $3,000 deposit required along with the signed Letter of Intent.
LETTER OF INTENT
BY
ROSE & KIERNAN
FOR
CORPORATE SUITE #5

The above named party or parties recognize that Corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this Letter of Intent.

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 5 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS ($51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Sixteen (16) passes will be provided at no charge for all Albany Empire and Siena home games. Sixteen (16) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this Letter of Intent, a non-refundable deposit of $3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
Rose & Kiernan
Suite #5
Page 2

Dated: 2/22/2019

John Murray
President & CEO
Rose & Kiernan
MEMORANDUM

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

From: Bob Belber
    Regional General Manager

Date: April 9, 2019

Re: Request For Legislative Action – Lease Suite # 14
    A-1 Ice Equipment Distributors

Suite Renewal – Term – September 1, 2019 - August 31, 2022

This suite holder has been the tenant in Suite # 14 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of $51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney’s office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract Authorization for Lease of Times Union Center Suite #14

Date: April 9, 2019
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.: Robert Belber
Attending Meeting: Robert Belber

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
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):
A-1 Ice Equipment Distributors
1143 Central Avenue
Albany, NY 12205

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

Amount/Raise Schedule/Fee: $51,000
Scope of Services: Three Year Lease of Suite #14 to A-1 Ice Equipment Distributors

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐ Anticipated in Current Budget:
Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA 7128 02541
Revenue Amount: $51,000

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

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

Term
Term: (Start and end date) September 1, 2019 - August 31, 2022
Length of Contract: Three Years

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

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

Justification: (state briefly why legislative action is requested)
Leasing Suite #14 for a three-year period - September 1, 2019 thru August 31, 2022. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the $3,000 deposit required along with the signed Letter of Intent.
LETTER OF INTENT

BY

A-1 ICE EQUIPMENT

FOR

CORPORATE SUITE #14

The above named party or parties recognize that Corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this Letter of Intent.

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 14 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS ($51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Sixteen (16) passes will be provided at no charge for all Albany Empire and Siena home games. Sixteen (16) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this Letter of Intent, a non-refundable deposit of $3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
A-1 Ice Equipment
Suite #14
Page 2

Dated: 3/1/2019

[Signature]

Edward Marks
A-1 Ice Equipment
MEMORANDUM

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

From: Bob Belber  
Regional General Manager

Date: April 9, 2019

Re: Request For Legislative Action – Lease Suite # 15  
   KeyBank National Association

Suite Renewal – Term – September 1, 2019 - August 31, 2022

This suite holder has been the tenant in Suite # 15 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of $51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney’s office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;

Bob Belber  
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Lease of Times Union Center Suite #15

Date: April 9, 2019
Submitted By: Robert Belber
Department: Times Union Center
Title: Executive Director
Phone: (518) 487-2008
Department Rep.: Robert Belber
Attending Meeting: Robert Belber

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
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):
KeyBank National Association
127 Public Square
Cleveland, OH 44114

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

Amount/Raise Schedule/Fee: $51,000 Per Year
Scope of Services: Three Year Lease of Suite #15 to KeyBank

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: AA 7128 02541
Revenue Amount: $51,000
Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

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

Term
Term: (Start and end date) September 1, 2019 - August 31, 2022
Length of Contract: Three Years

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

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

Justification: (state briefly why legislative action is requested)
Leasing suite #15 for a three year period- September 1, 2019 thru August 31, 2022. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the $3,000 deposit required along with the signed Letter of Intent.
LETTER OF INTENT
BY
KEYBANK NATIONAL ASSOCIATION
FOR
CORPORATE SUITE #15

The above named party or parties recognize that Corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the “TIMES UNION CENTER”) and evidencing our support of this facility by this Letter of Intent.

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 15 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS ($51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Sixteen (16) passes will be provided at no charge for all Albany Empire and Siena home games. Sixteen (16) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional “outside” seats.

To further solidify this Letter of Intent, a non-refundable deposit of $3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
KeyBank National Association
Suite #15
Page 2

Dated: 3/13/2019

[Signature]
Adam Andolina
KeyBank National Association
April 10, 2019

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State Street, Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

The Energy Advisory Group (EAG), which consists of the Executive Director Angelo Gaudio, Commissioner Shawn Thelen, and Purchasing Agent Karen Storm, is requesting approval to renew the contract with the New York State Office of General Services (NYS OGS) for firm electric supply. NYS OGS through legislation is an Energy Service Company and has developed a program to facilitate electric procurement for local government. This legislation has recently been extended to allow for continued electric supply.

The Energy Advisory Group has met to review the options for the extension of this NYS OGS contract and determined that renewing the contract for a two-year term beginning August 1, 2019 is prudent to align contract terms with the County’s Direct Energy accounts. The accounts in this contract are the Harold Joyce Office Building, Family Court, Judicial Center and Social Services buildings.

Sincerely,

Shawn A. Thelen  
Commissioner of Management and Budget

cc: Dennis A. 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):
Request by the Energy Advisory Group to Enter into a contract for Electricity Supply with NYS Office of General Services

Date: 4/10/2019
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Senior Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Shawn Thelen/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
☐ 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):
New York State Office of General Services
36th Floor, Corning Tower, Empire State Plaza, Albany, NY 12242

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:
Firm electric supply, cost varies by account and market conditions

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text. Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Varies by Department Appropriation Amount: Varies based upon usage

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

Term
Term: (Start and end date) August 1, 2019 - July 31, 2021 Length of Contract: Two 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: Resolution 251 of 2015 Date of Adoption: 7/13/15

Justification: (state briefly why legislative action is requested)
The Energy Advisory Group (EAG), which consists of the Executive Director Angelo Gaudio, Commissioner Shawn Thelen, and Purchasing Agent Karen Storm, is requesting approval to renew the contract with the New York State Office of General Services (NYS OGS) for firm electric supply. NYS OGS through legislation is an Energy Service Company and has developed a program to facilitate electric procurement for local government. This legislation has recently been extended to allow for continued electric supply.

The Energy Advisory Group has met to review the options for the extension of this NYS OGS contract and determined that renewing the contract for a two-year term beginning August 1, 2019 is prudent to align contract terms with the County’s Direct Energy accounts. The accounts in this contract are the Harold Joyce Office Building, Family Court, Judicial Center and Social Services buildings.
April 25, 2014

VIA ELECTRONIC MAIL

Albany County
112 State Street,
Albany, New York 12207

Re: ELECTRICITY SALES AGREEMENT, signed by Albany County on 7/29/2013 and approved by the New York State Comptroller on September 18, 2013 (New York State Contract No. X003468)

Dear Sirs:

Reference is made to the Electricity Sales Agreement, between the Parties which are the New York State Office of General Services (OGS) and Albany County, signed by Albany County on July 29, 2013 and approved by the New York State Comptroller on September 18, 2013 (New York State Contract No. X003468).

Whereas, the State Finance Law has been amended to extend until July 31, 2019 the authority of the Commissioner of the Office of General Services regarding provision of centralized services including electricity to political subdivisions, as set out in State Finance Law 97-g(3) and 97-g(4).

Whereas, Paragraph 13 of the Electricity Sales Agreement provides for amendment by a written instrument executed by both Parties.

Whereas, the Term of Electricity Sales Agreement as set forth in the first sentence of its Paragraph 2, provides for termination no later than on or before the last meter read which shall occur on or before (May 31, 2014 – Not Later than June 23, 2014), and the Parties now desire to extend the Term.
Therefore, the parties agree the Term of the Electricity Sales Agreement as set forth in the first sentence its Paragraph 2 is amended to read as follows:

2. Term. The Term of this Agreement shall be from the effective date described in the General Provisions paragraph E, and terminates no later than on the last meter read which shall occur on or before August 1, 2015.

The remaining sentences in Paragraph 2 are unchanged and continue in full force and effect.

The parties further agree, that the reference to Appendix A “Standard Clauses for New York State Contracts” as set forth under “General Provisions” Paragraph “B” of the Electricity Sales Agreement shall after this amendment be to the Standard Clauses for NYS Contracts dated January 2014, attached hereto and made a part hereof.

This letter agreement may be executed in one or more counterparts, each one of which may be considered an original, but all of which together shall constitute one and the same agreement. Except as expressly set forth in this letter agreement, the Electricity Sales Agreement remains unmodified.

This agreement is subject to and contingent upon approval by the Office of the New York State Comptroller.

Please confirm the Albany County’s agreement and acceptance to the foregoing by signing in the space provided below and returning a copy to the State.

Sincerely, State of New York

By: [Signature]
Name: Franklin A Hecht
Title: Chief Financial Officer of the Office of General Services

Agreed to and accepted:

By: [Signature]
Name: Daniel P. McCoy/Philip F. Calderone, Esq.
Title: Albany County Executive/Deputy County Executive
Date: 1/24/17
STATE OF NEW YORK
COUNTY OF Albany

On May 29, 2014 before me personally came Philip F. Calabrese, to me known to be the individuals described in the foregoing instrument in his/her capacity as Deputy County Executive of the County of Albany, described in and which executed the foregoing instrument, who being duly sworn did acknowledge that he/she executed same on behalf of, and that he/she is authorized to execute same on behalf of the aforementioned municipal corporation.

Melanie J. Bünker
Notary Public

APPROVED BY:
Office of the State Comptroller

Name
Title
Date
JUL 1 1 2014

APPROVED AS TO FORM:
Office of the New York State Attorney General

Name
Title
APPROVED AS TO FORM
NYS ATTORNEY GENERAL
Date
JUN 1 1 2014

Approved for the State Comptroller

Approved by
Benjamin L. Maggi
ASSISTANT ATTORNEY GENERAL
ELECTRICITY SALES AGREEMENT

This Agreement, ("Agreement"), dated 7/30/2015, is between

The New York State Office of General Services ("OGS") and; Albany County, a municipal corporation with its principal office located at, 112 State Street, Albany, NY 1220, Federal Identification Number 14-6002563 ("Customer").

Whereas, State Finance Law 97-g (3) and g (4) (f), Centralized Services Fund, provides that moneys of the fund are available to the Commissioner of General Services (OGS) for the purpose of furnishing or providing centralized services including purchases of electricity from the New York State Power Authority (NYPA) and in consultation with the NYPA from other suppliers for political subdivisions; and

Whereas, General Municipal Law § 99-r authorizes an agreement or contract between a municipal corporation and any State agency to, inter alia, provide or receive any services of government, and to provide other services or money in consideration; and

Whereas, General Municipal Law § 104 authorizes political subdivisions to make purchases of materials, supplies, or services through OGS provided that the political subdivision accepts sole responsibility for any payment due the vendor.

Now, Therefore, the Parties Hereto Do Mutually Covenant and Agree as Follows:

General Provisions:

A. OGS when acting as an Energy Service Company (ESCO) is subject to the rules established by the New York State Public Service Commission (PSC) for Retail Access, and the EU’s tariff on file with the PSC.

B. This agreement is subject to the terms and conditions of Appendix A" Standard Clauses for New York State Contracts", attached hereto and made a part hereof.

C. Conflicts shall be resolved first by the terms of Appendix A, then this Electricity Supply Agreement and then the Confirmation.

D. The form of the Confirmation is attached hereto and made a part hereof.

E. This agreement will become effective upon Customer’s delivery to OGS of a resolution authorizing Customer to enter into this agreement duly adopted by Customer’s governing body in the form acceptable to OGS and upon execution of this by OGS and approval by both the New York State Attorney General and New York State Comptroller.
Definitions:
A. The term EU is the local electric utility Niagara Mohawk Power Corporation d/b/a National Grid, identified above.

B. The term political subdivision is defined for purposes of General Municipal Law Article 5-A-Public Contracts by General Municipal Law §100(1) as a municipal corporation, school district, district corporation and board of cooperative education.

C. The term municipal corporation is defined by General Construction Law §66(2) to include a county, city, town, village and school district.

1. Agreement To Buy and Sell. Customer agrees to purchase for its exclusive use and OGS agrees to supply sufficient electric energy in kilowatt-hours to meet the Customer's electricity requirements for the electric load for the Accounts and for a Delivery Period as provided in the Customer's Confirmation, or Confirmations. Customer must ensure that the account number and service address provided to OGS matches the EU account number for that address. Customer understands that by signing this Agreement and any confirmation they authorize OGS to initiate service, begin enrollment, and for the duration of this Agreement, obtain from the EU information about Customer, such as meter readings, demand data, historical data, and any other pertinent data necessary to serve Customer's account.

2. Term. The Term of this Agreement shall be from the effective date as described in General Provisions paragraph E, and terminates no later than on the last meter read which shall occur on or before (May 31, 2014 - Not Later than June 23, 2014). OGS shall use reasonable efforts to commence service on the Account(s) meter read date in the start month stated on the Confirmation as applicable. However, Customer acknowledges that the commencement of service hereunder is dependent upon confirmation by the EU of the completion of all required switching and enrollment processes and if such switching and enrollment processes occur after the Account(s) meter read date in the start month stated on the Confirmation, Customer's Account shall be enrolled at the next available meter read date. OGS shall not be liable for any lost savings or opportunity as a result of a delay in service commencement due to actions or inactions of the EU. Service shall continue through the Account(s) meter read date in the end month of Confirmation.

Customer may, at any time during the term, terminate this Electricity Sales Agreement upon the meter reading that occurs after 90 days notice to OGS.

OGS may, at any time during the term, terminate this Electricity Sales Agreement upon Customer's default in payment, Customer's failure to include the obligations of this Agreement in Customer's budget, or upon 90 days notice to customer.

After termination the Customer will be responsible for all EU and NYISO reconciliations, plus all documented losses on all energy related products purchased by OGS on behalf of customer prior to returning to another energy supplier. Any gains made
on the sale of all energy related products shall be passed on to the Customer.

At termination the Customer shall be returned to the EU in a manner and process consistent with the EU’s tariff without loss of service.

3. Price and Quantity/ Amount Due. The billing cycle is the period for which a customer(s) electric usage is metered by the EU. For each “Billing Cycle”, Customer will pay OGS the Amount Due which equals the price computed for the quantity as set forth in the Confirmation, or Confirmations, entered into under this agreement, plus all applicable taxes.

4. Delivery and Metering. OGS shall deliver Customer's electricity requirements to a delivery point ("Delivery Point"). The Delivery Point shall be on the EU’s transmission system and will be determined by OGS at the time of scheduling. Title and risk of loss shall pass to Customer at the Delivery Point, and Customer shall be responsible for contracting with its EU for delivery to its Account from the Delivery Point. Customer shall be responsible for, and shall cooperate with OGS in obtaining from its EU metering and historical load information reasonably necessary to record values of consumed kW and kWh on a continuous basis necessary to allow for proper billing. OGS shall not be responsible for any variation in the quality, including zero voltage, of the electric service provided by the EU to Customer.

5. OGS Billing. The Customer will be invoiced (billed) by OGS for the Amount Due described at Paragraph 3 of this agreement. Customer will be invoiced by OGS for amounts due through the last day of the billing cycle, and Customer will be separately invoiced for the EU’s delivery charges by its applicable EU. OGS’ invoice may be sent to the address (or facsimile number or e-mail address as applicable) listed on the Confirmation. OGS may invoice customer based upon the estimated quantity delivered, which will be adjusted to the actual quantity on a subsequent invoice. Customer shall make timely payments. Customer may make payment by check or wire transfer. A timely payment shall be made thirty calendar days, excluding legal holidays, after receipt of an invoice for the amount due. Interest on late payments due OGS shall be computed at the rate of three and one half per cent per annum. If Customer, in good faith, disputes the amount of any invoice, Customer shall pay such amount as it concedes to be correct by the due date and, along with its payment, provide OGS with documentation to support the amount disputed. Upon the OGS determination of the correct amount due, any under payment shall be invoiced to Customer, or any overpayment will be credited to Customer’s account or refunded by OGS. All invoices and billings are conclusively presumed final and accurate unless such invoices or billings are objected to by either party in writing, including adequate explanation and/or documentation, within 12 months after the date such invoice was rendered, provided however, OGS may re-bill based on post period audits or adjustments made by an authorized entity. Any and all adjustments under this Section shall be paid in full by the owing Party within 30 calendar days after the invoice date for such charges.
6. Changes in Tariff or Law. OGS price includes tariff charges that are set forth by applicable EU, transmission provider, NYISO, and/or state or governmental agency having jurisdiction ("Authorized Entity"). OGS may pass through to Customer, without markup, (i) any increase or decrease in such tariff changes or (ii) other increase or decrease in OGS’ cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Any such addition to or increase in costs shall be Customer’s obligation.

7. Load Change Information. To assist OGS in providing accurate usage information to Customer’s EU, Customer shall timely notify OGS of any anticipated significant changes in its actual usage. When ever practical, absent a force majeure event including but not limited to, act of god, war, civil disturbance, labor disputes, or other emergency beyond control of the County or the E.U. or electricity transmission supplier, Customer shall give OGS at least thirty (30) days notice prior to removing an Account(s) from service hereunder as a result of ceasing operations, reduction in use, or sale of the Account(s) to an unrelated third party at such Account(s). To the extent that OGS incurs increased costs as a result of such Account(s) removal (regardless of whether such notification was provided), Customer shall be responsible for any actual damages resulting from such removal.

8. Taxes. Customer is responsible for all applicable taxes to this purchase and sale. Both customer and OGS represent they are exempt organizations within the meaning of Tax Law §1116(a)(1). Customer is responsible for all charges by its EU which may include certain costs including gross receipts taxes imposed on the EU. Applicable gross receipts taxes invoiced under Section 5 of this agreement will be displayed as a separate line item. Customer’s proof of exemption from sales tax is this Electricity Sales Agreement and any related Confirmation.

9. Notices. All notices which may be given in connection with the Agreement shall be in writing and sent to the party’s address set out in the applicable confirmation. Notice is effective upon delivery to the other party by US Mail or e-mail.

10. Disclaimer of Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

11. Information disclosure: Customer information collected and maintained by OGS may be subject to disclosure under the Freedom of Information Law, or other applicable State or Federal law.

12. Uniform Commercial Code: The Office of General Services and Customer agree that, where not inconsistent with this agreement, the provisions of Article Two of the Uniform Commercial Code apply.
13. **Entire Agreement.** This Agreement, which includes any related Confirmation, contains the entire understanding of the parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both Parties. Any modification to the Confirmation must be accepted and agreed to in writing by Customer.

This Agreement is binding upon the parties hereto and their respective successors and legal assigns. No partial performance, delay or failure on OGS' part to enforce any right under this Agreement shall constitute a waiver of such right.

**IN WITNESS WHEREOF,** the parties hereto agree to the terms and conditions of this Agreement, and agree to be bound by the same, and represent that their signatories have complete authority to sign and accept this Agreement.

**CONTRACT NUMBER:** X003465

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

**THE PEOPLE OF THE STATE OF NEW YORK**

By: Franklin Hect
Name: Franklin Hect
Title: CFO

Date: 7/30/13

**THE COUNTY OF ALBANY**

By: 

Date: 7/9/13

Federal ID Number: 14-6002563

Address

**APPROVED AS TO FORM**

**APPROVED:**
STATE OF New York, COUNTY OF Albany

On the 29th day of July, 2013, before me personally appeared: known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that they reside at Albany, NY.

Town of __________________________, County of Albany, State of New York; that she is the Deputy County Executive for the County of Albany, NY, the municipal corporation described in said instrument; that, by authority of the Legislature of said ________, is authorized to execute the foregoing instrument on behalf of the ___________ for purposes set forth therein; and that, pursuant to that authority, executed the foregoing instrument in the name of and on behalf __________________________ as the act and deed of said municipal corporation.

Melanie J. Bunsey
Notary Public

MELANIE J. BUNSEY
Notary Public, State of New York
Qualified in Albany County
No. 018U0446902
Commission Expires Dec. 3, 2017
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

January 2014
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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sold or otherwise disposed of without the State's prior written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 200 of the Labor Law shall be a condition precedent to payment by the State of
any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newyorkcontracts.com/Procurement/VendorSearchPublic.aspx

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.
Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana, and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

Page 6

January 2014
the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

http://www.eog.ny.gov/about/rego/docs/ListofEntities.pdf

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

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

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.
CONIFIRMATION WITH OGS BILLING - VERSION DATE 06/03/2013

This Confirmation is made a part of, and pursuant to terms of, the Electricity Sales Agreement between Buyer and Customer identified herein:

Seller: New York State Office of General Services
Name, Address and e-mail for Notices:
Stephen Starowicz
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242
Stephen.Starowicz@ogs.ny.gov

Customer:
Name, Address and e-mail for Notices:
Richard J. Lyons
PO Box 4587
Albany, NY 12204
rlyons@albanycounty.com

DELIVERY POINT: This will be NYISO Bus 1 DI

BILLING: OGS billing

SEE Paragraph 2 of the Electricity Sales Agreement "Price and Quantity / Amount Due". Amount Due from Customer to OGS per Billing Cycle = Quantity times Price.

QUANTITY: All usage associated with the accounts listed below, as determined by the EU and adjusted by Seller to include all EU and NYISO leases.

Price: Shall be computed as the sum of components #1 + #2 + #4 described below times Billing Cycle Usage, plus component #2.
Examples: Price = ( (Components 1+3+4)*Billing Cycle Usage ) + (Component #2)

Billing Cycle Usage is defined in the Electricity Sales Agreement under the Price and Quantity paragraph.

<table>
<thead>
<tr>
<th>ENERGY</th>
<th>PRICING: #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>For each billing cycle, Customer shall pay an Energy Charge equal to (i) the Account's Billing Cycle usage, multiplied by (ii) the New York Independent System Operator (NYISO) Day Ahead Market Locational Marginal Price (DAM LMP) for the applicable zone plus the Real Time Balancing Energy Cost (RTBEC) for the same zone, multiplied by, (iii) a Transmission loss factor as determined by the applicable utility tariff, multiplied by, where applicable, (iv) an unaccounted-for-energy (UEF) factor. A UEF factor is applicable as follows: (A) for National Grid (NG) Accounts, the UEF factor shall mean the NG posted rate for usage in the corresponding service month(s), and (B) for NIPSCO and NYISO, the UEF factor shall be that factor applied in current operating procedure for all hours.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CAPACITY</th>
<th>PRICING: #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>For each Billing Cycle, Customer shall pay a Capacity Charge per Account equal to (i) the Seller's portfolio of NYISO capacity purchases multiplied by (ii) the unforced capacity (UCAP) requirement attributed to each Account by the NYISO and/or the applicable utility as of the last day of the applicable billing cycle, which UCAP requirement shall (iii) include applicable NYISO reserves and (iv) be subject to change periodically by the NYISO and/or the applicable utility.</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>ANCILLARY SERVICES</th>
<th>PRICING: #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>For each Billing Cycle, Customer shall pay an Ancillary Services Charge per Account equal to (i) the Account's billing cycle usage, multiplied by the Seller's reasonable calculation of NYISO price(s) for such ancillary services for the cost month, (ii) a distribution loss factor as determined by the applicable utility tariff, where applicable, and (iii) an unaccounted-for-energy (UEF) factor, where applicable and as described under the &quot;Energy Pricing&quot; section herein. The Ancillary Services Charges shall be subject to true-up in Seller's sole discretion after Seller receives its 4-month true-up invoice from the NYISO for the NYISO service months applicable to any billing cycle.</td>
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</tbody>
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<tr>
<th>ADMINISTRATIVE ADDER: #4</th>
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</thead>
<tbody>
<tr>
<td>For each Billing Cycle, Customer shall pay an Administrative Charge of 5.000$/AWh multiplied by the Account's Billing Cycle usage.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DELIVERY PERIOD:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The delivery period for each Account shall begin on the first meter reading occur on or after execution of this Confirmation by both Parties and subject to the applicable utility's confirmation of enrollment with Seller. The delivery period shall continue through the Term of the Agreement as described under Paragraph 2.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCOUNTS:</th>
<th>Utility Account #</th>
<th>Estimated Annual Usage kWh's</th>
<th>Service Address</th>
<th>Rate Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>31517215102</td>
<td>1,494,597</td>
<td>112 State Street, Albany, NY 12207</td>
<td>SC3 T&amp;D Sec. 0-2.2 kV</td>
</tr>
<tr>
<td>2</td>
<td>36450605001</td>
<td>2,885,201</td>
<td>16 Lodge St, Albany CHVY Justice Fac</td>
<td>SC3 T&amp;D Sec. 0-2.2 kV</td>
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<tr>
<td>3</td>
<td>8931270121</td>
<td>1,299,120</td>
<td>Clinton Ave Family Court</td>
<td>SC3 T&amp;D Sec. 0-2.2 kV</td>
</tr>
<tr>
<td>4</td>
<td>96112791246</td>
<td>1,083,729</td>
<td>1405 Washington Ave</td>
<td>SC3 T&amp;D Sec. 0-2.2 kV</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>7,058,759</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer agrees that by signing below, Customer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Electricity Sales Agreement is effective as of the date executed.

Seller: New York State Office of General Services
Signature: [Signature]
Name: Franklin A. Wecht
Title: CFO Office of General Services
Date: 6/1/14

Customer: [Signature]
Name: Daniel L. McCoy, Philip P. Caladron, Etc.
Title: Albany County Executive/ Deputy County Executive
Date: [Signature]

OGS Electric Confirmation
September 28, 2015

Mr. Philip F. Calderone
Deputy County Executive
County of Albany
112 State Street
Albany, NY 12207

Re: Contract Extension - Contract # X003468
   Electricity Sales Agreement
   Original Contract Term: 09/18/2013 – 07/31/2015
   Extension Term: 08/01/2015 – 07/31/2019

Dear Mr. Calderone:

Enclosed for your file is an approved extension for the electricity sales agreement between the County of Albany and the Office of General Services (OGS) through July 31, 2019.

If you have any other questions regarding this contract, please feel free to contact me at (518) 474-5981 or Beth.Maus@ogs.ny.gov.

Sincerely,

Beth Maus

Enclosures

cc: S. Starowicz
    File
June 4, 2015

VIA EMAIL

Albany County
112 State Street,
Albany, New York 12207

Re: Electricity Sales Agreement – New York State Contract No. X003468

Dear Sir or Madam:

I am writing with respect to extending the term of the Electricity Sales Agreement ("ESA"), Contract No. X003468, dated July 30, 2013 and approved by the Office of the State Comptroller September 18, 2013, between the New York State Office of General Services ("OGS") and the County of Albany ("Customer"). All capitalized terms referenced herein shall have the meaning ascribed to them in the Agreement.

The Parties entered into the ESA pursuant to which the Customer would purchase electricity from OGS. The Term of the ESA ends on the last meter read which shall occur on or before June 23, 2014.

Thereafter, the Parties entered into a letter agreement dated April 25, 2014 and approved by the Office of the State Comptroller July 11, 2014, which amended the term (Paragraph 2) of the ESA. The April 25, 2014 letter agreement is enclosed herewith for your reference. The relevant part of the April 25, 2014 letter agreement amended Paragraph 2 of the ESA to extend the Term of the ESA until the last meter read on or before August 1, 2015.

The State Finance Law §§ 97-g(3) and 97-g(4) have been amended to extend until July 31, 2019 the authority of the Commissioner of the Office of General Services regarding the provision of centralized services including electricity to political subdivisions, and the Parties now desire to extend the Term of the ESA accordingly.

Therefore, the parties agree the Term of the ESA as set forth in the first sentence its Paragraph 2 is amended to read as follows:

2. Term. The Term of this Agreement shall be from the effective date described in the General Provisions paragraph E, and terminates no later than on the last meter read which shall occur on or before July 31, 2019.

The remaining sentences in Paragraph 2 of the ESA are unchanged and continue in full force and effect.

This letter agreement may be executed in one or more counterparts, each one of which may be considered an original, but all of which together shall constitute one and the same agreement. Except as expressly set forth in this letter agreement, the ESA remains unmodified.

This agreement is subject to and contingent upon approval by the Office of the New York State Comptroller.
Please confirm the Albany County's agreement and acceptance to the foregoing by signing in the space provided below and returning a copy to the State.

Very truly yours,

[Signature]

Brian C. Matthews  
Chief Financial Officer

Agreed to and accepted by the County of Albany,

By:

[Signature]

Name: [Signature]  
Title: Deputy County Executive  
Date: 2/19/15

STATE OF NEW YORK  
COUNTY OF ALBANY  
)

On 2/19/15 before me personally came [Signature], to me known to be the individual described in the foregoing instrument in his/her capacity as Deputy County Executive, of the County of Albany, described in and which executed the foregoing instrument, who being duly sworn did acknowledge that he/she executed same on behalf of, and that he/she is authorized to execute same on behalf of, the aforementioned municipal corporation.

[Signature]  
Notary Public

APPROVED AS TO FORM:
Office of the New York State Attorney General

[Signature]  
Benjamin L. Maggi  
Assistant Attorney General  
AUG 1 2 2015

APPROVED AS TO FORM:
Office of the State Comptroller

[Signature]  
David Schmidt  
For the State Comptroller  
SEP 4 2015
CONFIRMATION WITH OGS BILLING – VERSION DATE 06/03/2013

This Confirmation is made a part of, and pursuant to terms of, the Electricity Sales Agreement between Buyer and Customer identified herein.

Seller: New York State Office of General Services  
Name, Address and e-mail for Notices:  
Stephen Starowicz  
Coming Tower, 40th Floor  
Empire State Plaza  
Albany, NY 12242  
Stephen.Starowicz@oes.ny.gov

Customer: Albany County  
Name, Address and e-mail for Notices:  
Karen Storm  
112 State Street, Room 820  
Albany, NY 12207  
kstorm@albanycounty.com

DEALING POINT: This will be NYISO Bus ID

BILLING: OGS Billing

SEE Paragraph 3 of the Electricity Sales Agreement “Price and Quantity / Amount Due”  
Amount due from Customer to OGS per Billing Cycle = Quantity x Bills

QUANTITY: All usage associated with the accounts listed below, as determined by the EU and adjusted by Seller to include all EU and NYISO losses.

Price: Shall be computed as the sum of components (1+3+4) described below times Billing Cycle Usage, plus component #2.  
Example: Price = (Components 1+3+4)*Billing Cycle Usage) + (Component #2)

Billing Cycle Usage is defined in the Electricity Sales Agreement under the Price and Quantity paragraph.

ENERGY PRICING: #1
For each billing cycle, Customer shall pay an Energy Charge equal to (i) the Account’s Billing Cycle usage, multiplied by (ii) (a) the New York Independent System Operator (NYISO) Day Ahead Market Locational Marginal Price (LMP) for the applicable zone plus the Real Time Balancing Energy Cost (RTBEC) for the same zone, multiplied by, (ii) a transmission loss factor as determined by the applicable utility tariff, multiplied by, where applicable, (iii) an unaccounted-for-energy (UEF) factor. A UEF factor is applicable as follows: (A) for National Grid (NG) Accounts, the UEF factor shall mean the NG posted rate for usage in the corresponding service month(s), and (B) for RGE and NYSEG, the UEF factor shall be that factor applied per current operating procedure for all hours.

CAPACITY PRICING: #2
For each billing cycle, Customer shall pay a Capacity Charge per Account equal to (i) the Seller’s portfolio of NYISO capacity purchases multiplied by (ii) the unforced capacity (UCAP) requirement attributed to such Account by the NYISO and/or the applicable utility as of the last day of the applicable billing cycle, which UCAP requirement shall (i) include applicable NYISO reserves and (ii) be subject to change periodically by the NYISO and/or the applicable utility.

ANCILLARY SERVICES PRICING: #3
For each billing cycle, Customer shall pay an Ancillary Services Charge per Account equal to (i) the Account’s Billing Cycle usage, multiplied by (ii) the Seller’s reasonable calculation of NYISO price(s) for such ancillary services for the cost month, (ii) a distribution loss factor as determined by the applicable utility tariff, where applicable, and (iii) an unaccounted-for-energy (UEF) factor, where applicable and as described under the “Energy Pricing” section herein. The Ancillary Services Charges shall be subject to true-up in Seller’s sole discretion after Seller receives its 4-month true up invoice from the NYISO for the NYISO service months applicable to any billing cycle.

ADMINISTRATIVE ADDER: #4
For each billing cycle, Customer shall pay an Administrative Charge of $0.005/kWh multiplied by the Account’s Billing Cycle Usage.

DELIVERY PERIOD:
The delivery period for each Account shall begin on the first meter reading occurring on or after execution of this Confirmation by both Parties and subject to the applicable utility’s confirmation of enrollment with Seller. The delivery period shall continue through the Term of the Agreement as described under Paragraph 2.

ACCOUNTS:

<table>
<thead>
<tr>
<th>Utility account #</th>
<th>Estimated Annual Usage kwh's</th>
<th>Service Address</th>
<th>Rate Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>3135277102</td>
<td>1,726,713</td>
<td>112 State Street Albany NY 12207</td>
<td>SC3 T&amp;D Sec. 0.2-2.2 kV</td>
</tr>
<tr>
<td>3363030303</td>
<td>2,072,647</td>
<td>6 Lodge St, Albany CNTY Justice Fac</td>
<td>SC3 T&amp;D Sec. 0.2-2.2 kV</td>
</tr>
<tr>
<td>3931370127</td>
<td>986,238</td>
<td>31 Clinton Ave Family Court</td>
<td>SC3 T&amp;D Sec. 0.2-2.2 kV</td>
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<tr>
<td>49611270126</td>
<td>1,107,606</td>
<td>Albany Cty. OSS 162 Washington Ave</td>
<td>SC3 T&amp;D Sec. 0.2-2.2 kV</td>
</tr>
<tr>
<td>5</td>
<td>5,392,794</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer agrees that by signing below, Customer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Electricity Sales Agreement is effective as of the date executed.

Seller: New York State Office of General Services  
Signature:  
Name: Brian Matthews  
Title: CFO Office of General Services  
Date:  

Customer:  
Signature:  
Name: Philip E. Calarco  
Title: County Executive  
Date:  

OGS Electric Confirmation