April 3, 2019

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

Dear Mr. Joyce,

The Albany County Energy Advisory Group acting as the County’s agent to secure the purchase of low cost electric energy is requesting approval to extend the current contract with Direct Energy Marketing LLC (Direct Energy) for an additional year, for the period of August 1, 2020 through July 31, 2021, for the following facilities:

<table>
<thead>
<tr>
<th>Facility ID</th>
<th>Address</th>
<th>Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACWPD South Plant</td>
<td>209 Church Street</td>
<td>4339937105</td>
</tr>
<tr>
<td>ACWPD North Plant</td>
<td>1 Canal Road</td>
<td>8039139107</td>
</tr>
<tr>
<td>Corrections</td>
<td>840 Albany Shaker Road</td>
<td>3628681106</td>
</tr>
<tr>
<td>Court House</td>
<td>16 Eagle Street</td>
<td>0111271106</td>
</tr>
<tr>
<td>Nursing Home</td>
<td>820 Albany Shaker Road</td>
<td>2168680100</td>
</tr>
<tr>
<td>Hockey Facility</td>
<td>830 Albany Shaker Road</td>
<td>2268681109</td>
</tr>
<tr>
<td>Probation</td>
<td>60 South Pearl Street</td>
<td>4191268116</td>
</tr>
<tr>
<td>Ann Lee</td>
<td>875 Albany Shaker Road</td>
<td>7668679102</td>
</tr>
<tr>
<td>Soil Conservation</td>
<td>Rt 85A (24 Martin Rd)</td>
<td>7722421102</td>
</tr>
<tr>
<td>Department of Health</td>
<td>175 Green Street</td>
<td>9771270108</td>
</tr>
</tbody>
</table>

The original contract with Direct Energy was authorized via Resolution No. 250 in 2015 for a three year term commencing on August 1, 2015 and ending on July 31, 2018, with provisions for two optional one year extensions. The second one year extension which will be in effect between August 1, 2019 and July 31, 2020, was authorized on December 4, 2017 via Resolution No. 517. As Direct Energy has already made commitments to hold their electric pricing into year 2021, the Energy Advisory Groups is recommending the existing contract be amended to allow for a third one year extension that would expire on July 31, 2021.
Should you have any questions please feel free to contact me.

Very truly yours,

[Signature]

Angelo S. Gaudio
Acting Executive Director

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

Description (e.g., Contract Authorization for Information Services):
Requesting approval to extend the County's contract with Direct Energy for an additional one year term, for the period of August 1, 2020 through July 31, 2021

Date: 4/3/19
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-447-1624
Department Rep.: Energy Advisory Group
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ 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):
Direct Energy Marketing LLC (Direct Energy
194 Wood Avenue, South 2nd Floor
Iselin, NJ 08830

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: One year extension for electric services

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:**
  - Revenue Amount: varies by department varies based on usage
- **Appropriation Account and Line:**
  - 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.
  - 100
- **County:**
  - Click or tap here to enter text.
- **Local:**

**Term**
- **Term: (Start and end date):** August 1, 2020 through July 31, 2021
- **Length of Contract:** 1 year

**Impact on Pending Litigation**
- Yes ☐ No ☒
  - Click or tap here to enter text.

**Previous requests for Identical or Similar Action:**
- **Resolution/Law Number:** 517 in 2017
- **Date of Adoption:** 12/4/17

**Justification:** The Albany County Energy Advisory Group acting as the County’s agent to secure the purchase of low cost electric energy is requesting approval to extend the current contract with Direct Energy Marketing LLC (Direct Energy) for an additional year, for the period of August 1, 2020 through July 31, 2021, for the facilities listed in the original agreement.

The original contract with Direct Energy was authorized via Resolution No. 250 in 2015 for a three year term commencing on August 1, 2015 and ending on July 31, 2018, with provisions for two optional one year extensions. The second one year extension which will be in effect between August 1, 2019 and July 31, 2020, was authorized on December 4, 2017 via Resolution No. 517. As Direct Energy has already made commitments to hold their electric pricing into year 2021, the Energy Advisory Groups is recommending the existing contract be amended to allow for a third one year extension that would expire on July 31, 2021.
RESOLUTION NO. 250

AUTHORIZING AN AGREEMENT WITH DIRECT ENERGY BUSINESS MARKETING, LLC REGARDING THE SUPPLY OF ELECTRICITY FOR VARIOUS COUNTY FACILITIES

Introduced: 7/13/15
By Public Works Committee:

WHEREAS, By Resolution No. 428 for 2004, this Honorable Body established the Albany County Energy Advisory Group consisting of the Commissioner of the Department of Management and Budget, the Purchasing Agent and the Executive Director of the Sewer District to act as the County's agent to obtain the lowest prices and the best terms pertaining to the purchase of natural gas and electric energy on behalf of the County, and

WHEREAS, The Purchasing Agent issued a Request for Proposals pertaining to the supply of electricity for various County Facilities and on May 18, 2015 five proposals were received, and

WHEREAS, The Albany County Energy Advisory Group reviewed said proposals, and has recommended awarding the contract to Direct Energy Business Marketing, LLC, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Direct Energy Business Marketing, LLC, 1 Hess Plaza, Woodbridge, NJ 07095 regarding the supply of electricity for various County Departments at the fees indicated in the proposal submitted by the Direct Energy Business Marketing, LLC for a three year term commencing August 1, 2015 and ending July 31, 2018 with two optional one-year extensions, and, be it further

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

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

Adopted by unanimous vote. 7/13/15
RESOLUTION NO. 370

AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH DIRECT ENERGY BUSINESS MARKETING, LLC REGARDING THE SUPPLY OF ELECTRICITY FOR VARIOUS COUNTY FACILITIES

Introduced: 9/11/17
By Audit and Finance Committee:

WHEREAS, By Resolution No. 428 for 2004, this Honorable Body established the Albany County Energy Advisory Group consisting of the Commissioner of the Department of Management and Budget, the Purchasing Agent and the Executive Director of the Water Purification District to act as the County's agent to obtain the lowest prices and the best terms pertaining to the purchase of natural gas and electric energy on behalf of the County, and

WHEREAS, By Resolution No. 250 for 2015, this Honorable Body entered into an agreement with Direct Energy Business Marketing, LLC, regarding the supply of electricity for various County Departments for a three year term commencing August 1, 2015 and ending July 31, 2018 with two optional one-year extensions, and

WHEREAS, The County Executive has requested authorization to exercise the first of two options to renew the agreement for a term beginning August 1, 2018 and ending July 31, 2019 in order to maintain pricing at the current rate, now therefore be it

RESOLVED, By the Albany County Legislature, that the County Executive is authorized to enter into an agreement with Direct Energy Business Marketing, LLC, Woodbridge, NJ 07095 regarding the supply of electricity for various County Departments at the fees indicated in the proposal submitted by the Direct Energy Business Marketing, LLC for a term commencing August 1, 2018 and ending July 31, 2019, and, be it further

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

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

Adopted by unanimous vote.
Messrs. R. Joyce and Stevens abstained. 9/11/17
RESOLUTION NO. 517

AUTHORIZING RENEWAL OF AN AGREEMENT WITH DIRECT ENERGY BUSINESS MARKETING, LLC REGARDING THE SUPPLY OF ELECTRICITY FOR VARIOUS COUNTY FACILITIES

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

WHEREAS, By Resolution No. 428 for 2004, this Honorable Body established the Albany County Energy Advisory Group consisting of the Commissioner of the Department of Management and Budget, the Purchasing Agent and the Executive Director of the Water Purification District to act as the County’s agent to obtain the lowest prices and the best terms pertaining to the purchase of natural gas and electric energy on behalf of the County, and

WHEREAS, By Resolution No. 250 for 2015, this Honorable Body authorized an agreement with Direct Energy Business Marketing, LLC regarding the supply of electricity for various County Departments at fees indicated in the proposal submitted by Direct Energy Marketing, LLC for a three-year term commencing August 1, 2015 and ending July 31, 2018, with two optional one-year extensions, and

WHEREAS, The Commissioner of the Department of Management and Budget has requested authorization to enter into an agreement, the second of two one-year extension options, with Direct Energy Marketing, LLC regarding the supply of electricity for various County facilities at fees indicated in the proposal submitted by Direct Energy Business Marketing, LLC a term commencing August 1, 2019 and ending July 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement, the second of two one-year extension options, with Direct Energy Business Marketing, LLC, Woodbridge, NJ 07095 regarding the supply of electricity for various County facilities at the fees indicated in the proposal submitted by the Direct Energy Business Marketing, LLC for a term commencing August 1, 2019 and ending July 31, 2020, and, be it further

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

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

Adopted by unanimous vote. 12/4/17
Messrs. Stevens and R. Joyce abstained.
<table>
<thead>
<tr>
<th><strong>NEW YORK CUSTOMER DISCLOSURE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price</strong></td>
</tr>
<tr>
<td><strong>Fixed or Variable?</strong></td>
</tr>
<tr>
<td><strong>Length of the agreement and end date</strong></td>
</tr>
<tr>
<td><strong>Process customer may use to rescind the agreement without penalty</strong></td>
</tr>
<tr>
<td><strong>Amount of Early Termination Fee and method of calculation</strong></td>
</tr>
<tr>
<td><strong>Amount of Late Payment Fee and method of calculation</strong></td>
</tr>
<tr>
<td><strong>Provisions for renewal of the agreement</strong></td>
</tr>
<tr>
<td><strong>Conditions under which savings to the customer are guaranteed</strong></td>
</tr>
</tbody>
</table>
This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated May 15, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes. Buyer is responsible for paying all applicable taxes. The prices listed below are based on market conditions as of the date stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

<table>
<thead>
<tr>
<th>Service Locations</th>
<th>Service Address</th>
<th>Utility Account No</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>449 New Salem Road</td>
<td>09224-22106</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>756 Albany Shaker Rd</td>
<td>67251-01109</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>132 State St.</td>
<td>62379-37497</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>60 State St.</td>
<td>41912-08116</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>330 New Salem Rd</td>
<td>86224-21102</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>3502 Washington Ave</td>
<td>51152-53114</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>195 Green St</td>
<td>51915-01101</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>550 S. Pearl St</td>
<td>61461-03114</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>56 S. Pearl St</td>
<td>52704-57108</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>132 Ridge St.</td>
<td>60514-02215</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>32 Clinton Ave</td>
<td>84661-54007</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>Albany Shaker Rd.</td>
<td>81753-57107</td>
<td>SC-2</td>
</tr>
<tr>
<td></td>
<td>430 Albany Shaker Rd</td>
<td>50922-07059</td>
<td>SC-2</td>
</tr>
</tbody>
</table>

Delivery Period

Begin: 1/1/2020
End: 10/31/2023

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the earliest read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the preceding sentence, the date of termination ("Termination Date") shall be the next effective drop date requested by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for
any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

<table>
<thead>
<tr>
<th>Delivery Point</th>
<th>Niagara Mohawk/NIMO CNES7 M0 DT1</th>
</tr>
</thead>
</table>

**Contract Quantity (Dth)**

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

<table>
<thead>
<tr>
<th>Daily</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>7,705</td>
</tr>
<tr>
<td>December</td>
<td>11,063</td>
</tr>
<tr>
<td>January</td>
<td>12,749</td>
</tr>
<tr>
<td>February</td>
<td>10,554</td>
</tr>
<tr>
<td>March</td>
<td>9,264</td>
</tr>
<tr>
<td>April</td>
<td>4,851</td>
</tr>
</tbody>
</table>

**Tax Exemption**

[ ] Non-exempt  [X] Exempt  If exempt, must attach certificate.

**Purchase Price**

Fixed Price: $3.896 /Dth

**Special Provisions**

For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ASC hotline at 1-800-697-7726, while the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC’s website at http://www.dps.state.ny.us.

Buyer represents and acknowledges that: (a) any rights to a recission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction.

Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(e) of the GCA; and (vi) neither it, nor any transaction, has been solicited through “door-to-door sales” as such term is defined under the Uniform Business Law § 346-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.

*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

*According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 346-d for transactions solicited through "door-to-door sales" Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) $100 if the
remaining term is 12 months or less and $200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is $3,996,000.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Full Plant Requirement – No GSA.

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 315-423-9964.

BUYER: County of Albany

By:_________________________

Print Name: Philip F. Calderone

Title: Deputy County Executive

Date: 03/26/2018

SELLER: Direct Energy Business Marketing, LLC

E: Mark Traylor

FM: Direct Energy Business

Date: 03/26/2018, 16:49 = 05'00'
This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and COUNTY OF ALBANY dated MAY 15, 2013, attached hereto as Exhibit 1. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) the Amendment and (3) the CMA.

1 Section 4 is amended by deleting the second sentence and replacing it with the following:
   "Payment is due within FORTY-FIVE (45) days of the date of the invoice."

This Amendment is governed under the laws as indicated in the Agreement, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. The remaining terms of the Agreement are unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below (the "Effective Date")

Buyer: COUNTY OF ALBANY
By: [Signature]
Name: Philip F. Calderone
Title: Deputy County Executive
Date: 7/3/15

Seller: Direct Energy Business, LLC
Direct Energy Business Marketing, LLC
By: [Signature]
Name: Ronald Aberizk
Title: Senior Sales Manager, Upstate NY
Date: Direct Sales 8/18/15
Representations and Warranties. Each of the Purchasers hereto makes and delivers this Agreement, and each of the SELLER hereby makes and delivers this Agreement, agree as follows:

A. For Value received, Purchasers agree to purchase from SELLER, and SELLER agrees to sell and deliver to Purchasers, the following equipment and materials, of the kind and quality described and illustrated in the Specifications, and in the quantities and at the prices set forth in Schedule A attached hereto and incorporated herein by reference (the "Equipment"), free and clear of all liens, charges, and encumbrances of every kind:

1. [List of Equipment]

2. Other [List of other items]

B. SELLER represents and warrants that SELLER is the owner of the Equipment and that SELLER has the right to sell the Equipment to Purchasers.

C. SELLER represents and warrants that each item of the Equipment is new and in good condition, and has been manufactured, assembled, and tested in accordance with the applicable specifications.

D. Purchasers represent and warrant that Purchasers are able to accept delivery of the Equipment and that Purchasers have the financial resources to pay for the Equipment.

E. SELLER agrees to furnish and install the Equipment in accordance with the Specifications and the terms and conditions of this Agreement.

F. Purchasers agree to accept delivery of the Equipment and to pay for the Equipment in accordance with the terms and conditions of this Agreement.

This Agreement may be amended or modified only by a written instrument signed by both SELLER and Purchasers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Signature]

[Signature]

Purchasers: [Name]

SELLER: [Name]

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].
## Electric Utility Transaction Confirmation and Customer Information

- **Customer:** Energy Of A Land
- **Contact Name:** Ronald DeLoo
- **Address:** 112 Rock Street, ALBANY, NY 12207
- **Telephone:** 518-447-8148
- **Fax:** 518-29-1-093

### Service Locations
- See attached Exhibit A for details.

### Delivery Information
- **Delivery Period:** Term (in months): 36 Months
  - Start: For each Service Location, the first meter read date on or after 06/01/2010.
- **Fee:** The service start date hereunder will be the date that the utility sends Customer for Seller's service. Seller will request the utility to convert Customer's meter to the first meter read date within the delivery period. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the utility.
- **Termination:** Upon the expiration of the delivery period, this transaction shall continue for successive one-month terms (each term the "Renewal Term") until either party notifies the other party in writing of its intention to terminate, at least 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective meter read date permitted by the utility. At any time after the contract expiration date, as determined by the applicable utility during the termination date, the applicable utility, during the termination date, the applicable utility.

### Contract Information
- **Contract Quantity:** Buyer and Seller agree that the Contract Quantity purchased and received means a positive quantity up to or greater than the estimated quantities less 10%, provided that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantity, remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantities, issued on the attached Exhibit A.

### Tax Exemption
- **Status:** No exemption

### Purchase Price
- **Fixed Adder:** $1.190/kW

### Bill Type
- **Usage:** Real Usage

### Definitions
- **Auxiliary Services:** means wholesale commodity services and products required to facilitate delivery of commodity to the utility.

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Page 1 of 3

County Of Albany
**Special Provisions**

**Change in Utility Account Number** The account number for a Service Location shall be the Utility Account Number set forth on Exhibit A attached to this Transaction Confirmation, or any replacement account number issued by the Utility from time to time.

**Third Party Changes** Customer acknowledges that any costs incurred by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

If an unanticipated change in the terms of the Transaction Confirmation occur, Buyer reserves the right to reconfigure the utility service for a portion of the premises served by the Utility from the New York Public Authority (NYPA) under the Energy Net program, or another program or plans for the service to the Customer. If any unanticipated changes occur in the capacity of the equipment, including but not limited to additional costs incurred by the Utility, the Customer shall be responsible for any additional charges assessed for the increase in service.

For inquiries and information regarding ESCOs and the competitive energy marketplace, please contact the New York State Department of Public Service Commission's (PSC) toll-free retail access number: 1-888-627-7728, via the PSC at the Office of Consumer Affairs & Advocacy, Three Empire State Plaza, Albany, NY 12233, or via the PSC at http://www.eepend.com or for consumer complaints, contact the New York Department of Public Service at 1-800-342-3377.

For inquiries related to your purchase, or for any other questions, complaints or disputes, please contact Seller at the address below, in an emergency or urgent situation please contact your local utility company.

Customer represents and acknowledges that 1) it is not a recession period, longer grace periods or notice periods afforded to residential customers do not apply, and 2) such notices of service by Seller, Seller will retain the Customer to full utility service by the next available day permitted by the utility and upon at least fifteen (15) days prior notice.

Furthermore, the Parties agree that the following representation will be deemed to Section 13 of the Agreement, as a new Transaction amending and modifying the Agreement in its entirety, and that the Buyer acknowledges that the representation is considered an inducement to Seller entering into this Transaction.

Customer represents and acknowledges that 1) it is not a recession period, longer grace periods or notice periods afforded to residential customers do not apply, and 2) such notices of service by Seller, Seller will retain the Customer to full utility service by the next available day permitted by the utility and upon at least fifteen (15) days prior notice.

**Customer Dissatisfaction**

A. Length of the agreement and notice The Agreement may only terminate with notice, and the notice is not required in a Bankruptcy situation; (b) for any reason no longer deemed to the Agreement remaining in effect with respect to the Customer, and (c) in the event of the final settlement of the Agreement, at the end of the Term defined under the Uniform Business Practices of the New York Public Service Commission and the State of New York General Business Law § 248-B.

B. Price increase The Agreement may not be rescinded as a result of a Default, nor is it required by law. The notice is not required in a Bankruptcy situation; (b) for any reason no longer deemed to the Agreement remaining in effect with respect to the Customer, and (c) in the event of the final settlement of the Agreement, at the end of the Term defined under the Uniform Business Practices of the New York Public Service Commission and the State of New York General Business Law § 248-B.

C. Amount of Penalty Termination Fee and Method of Calculation. In Section 12 of the Agreement the non-defaulting Party has the right to terminate this Transaction, calculate a settlement amount and Net Settlement Amount for each Transaction and four times the amount of notice between the Parties under this Agreement or any other agreements between the Parties, including the Agreement shown under the “Special Provisions” Section for the specific INK misting to the termination of the Agreement, please see Section 12 of the Agreement.

D. Price increases The Agreement may not be rescinded as a result of a Default, nor is it required by law. The notice is not required in a Bankruptcy situation; (b) for any reason no longer deemed to the Agreement remaining in effect with respect to the Customer, and (c) in the event of the final settlement of the Agreement, at the end of the Term defined under the Uniform Business Practices of the New York Public Service Commission and the State of New York General Business Law § 248-B.

E. Amount of Penalty Termination Fee and Method of Calculation. In Section 4 of the Agreement the non-defaulting Party has the right to terminate this Transaction, calculate a settlement amount and Net Settlement Amount for each Transaction and four times the amount of notice between the Parties under this Agreement or any other agreements between the Parties, including the Agreement shown under the “Special Provisions” Section for the specific INK misting to the termination of the Agreement, please see Section 4 of the Agreement.

1. According to the State of New York Public Service Commission's Uniform Business Practices, residential customers have the right to cancel a service agreement without penalty, within three business days after its renewal.

2. According to the State of New York Public Service Commission's Uniform Business Practices, the State of New York General Business Law § 248-b for transactions solicited through 'door-to-door sales' customers may not be charged a termination fee in excess of the greater of: (i) $100; or (ii) the remaining term exceeds 12 months or more and $200 if the remaining term exceeds 12 months or less. If such fee is charged, it shall be no more than an estimate of an average monthly bill approved by the customer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a buy-sell, financial, investment or commodity trading advisor in connection with the negotiation and execution of this Transaction.
Buyer: County Of Albany  
By:  
Name:  
Title: County Executive  
Date: 2/27/17  

Seller: Direct Energy Business Marketing, L characteristic  
By: Ronald Abern  
Name:  
Title: Senior Sales Manager, Upstate  
Date: 3/18/15  

Direct Sales
### Estimated Monthly Contract Quantities (kWh)

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County Of Albany
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County of Albany
Direct Energy Business Marketing, LLC
One Hess Plaza Woodbridge, NJ 07095
Phone: 1.800.437.7872
www.business.directenergy.com

Customer Name: Gender (Male/ Female)
Contact Name: Richard Harris
Address: 123 Main Street  A 45678  87654
Telephone: (518) 432-1234  Fax: (518) 432-1234

This Transaction Confirmation confirms the terms of the Transaction entered into between Direct Energy Business Marketing, LLC ("Seller"), and the customer above ("Buyer") pursuant to the terms of the Commercial Master Agreement ("CMA") between Buyer and Seller dated 05/15/2015, as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is received and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations: See attached Exhibit A for details.

Delivery Period:
- Term (in months): 36 Months
- Start For each Service Location: the first meter read date or earlier: 05/01/2015

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (cumulatively the "Renewal Terms") unless either Party notifies the other Party in writing at least 30 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term, the termination date shall be the next effective step up date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees, which are not set forth herein, unless otherwise agreed to in writing by the Parties.

Delivery Point: See attached Exhibit A for details.

Contract Quantity: Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 17 of this Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantities listed on the attached Exhibit A.

Tax Exemption Status: If exempt, must attach certificate.

Purchase Price: Fixed Adder @ 1.120 c/kWh.

Bill Type: Dual Billing

Definitions:
- "Commodity" means physical electricity purchased from a power generating entity.
- "Utility" means the electric distribution company providing service to the Delivery Point.
- "Renewable Portfolio Standards (RPS)" is the percentage of electricity that must come from renewable sources. Energy that meets this standard is excluded from the calculation of Material Usage Deviations.
- "Service Location" means the location where the Commodity is consumed.

Page 1 of 3
Special Provisions

Charge in Utility Account Numbers. The account number for each Service Location shall be the Utility Account Number set forth on the Exhibit A attached to this Transaction Confirmation, or any replacement account number issued by the utility from time to time.

Third Party Changes. Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including, but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

If, as determined by Seller in its sole reasonable discretion, at any time during the Delivery Period of this Transaction Confirmation, Buyer requests or loses an allowance for a portion of the supply of Electricity from the New York Power Authority ("NYPA") under the Exchange NY program or other similar program, and such request or loss results in a deviation from the Contract Quantity for, as applicable, estimated Contracted Consumption or the Issuer, the respective party shall be responsible for the issues and costs incurred by Seller as a result thereof, including the costs of obtaining similar legating the allocation quantity.

For inquiries and information regarding ESCOs and the competitive energy market, please contact the New York State Department of Public Service Commission's ("PSC") toll-free robotic access number: 1-888-527-7238, write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12233, or visit the PSC's website: http://www.opsc.ny.gov. For consumer complaints, contact the New York Department of Public Service at 1-800-343-3217.

For inquiries related to your purchase, or for any other questions or complaints, please contact Seller at the address above. In case of emergencies or outages, please contact your local utility directly.

Customer represents and acknowledges that: (a) any rights to a reservation period, larger grace periods or notice periods afforded to residential customers do not apply, and (b) upon any discontinuance of service by Seller, Seller will return the Customer to full Utility service by the next effective drop date specified by the utility and upon at least fifteen (15) days prior notice.

Furthermore, the Parties agree that the following representation will be added to Section 15.2(b) of the Agreement as a new subsection (vii) and (ix) respectively: "(vii) you may receive the information required for such withdrawal at any time, upon written notice provided; however, that such representation shall cease to be true under Section 11.4(a) and (v) of the Agreement, nor any Transaction has been solicited through "door to door sales" as such term is defined under the Uniform Business Practices of the New York Public Service Commission and the State of New York General Business Law § 344-d), and Buyer acknowledges that such representation is a material inducement to Seller entering into any Transaction."}

Customized Disclosures

A. Length of the agreement and end date. The Agreement may only terminate upon notice by a party in a manner specified by the other party: (i) for cause; (ii) if any person in the order of the Parties involved in the termination, in the case of the termination of the Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 11.4 of the Agreement. By enforcing the termination for any Transaction solicited through "door to door sales" as such term is defined under the Uniform Business Practices of the PSC and the State of New York General Business Law § 344-d), the termination or early cancellation fee may be charged to such Transaction subject to limitation 2.

B. Amount of Early Termination Fee and Method of Calculation. Section 4. Billing and Payment of the Agreement costs the amount of early termination fee (ETF), in which payment is due from the customer or the entity that used to calculate late payment, and the calculation of any fees and other amounts in collecting payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4.1 of the Agreement.

1. **According to the State of New York Public Service Commission's Uniform Business Practices, residents customers have the right to cancel a sales agreement, without penalty, within three business days after receipt**.

2. **According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 344-d for transactions solicited through "door to door sales" customers may not be charged a termination or early cancellation fee in excess of the greater of (i) $100 if the remaining term is 12 months or less and (ii) the estimated monthly supply bill calculated for an average month, multiplied by the number of months remaining in the termination period.** Note: The estimate of an average monthly supply bill was provided to the customer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

3. **Buyer acknowledges that if it is not for its own account, and that it has made its own independent decision with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this transaction.**
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April 8, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval to enter into an agreement with Bette & Cring LLC for the construction of the Superstructure Replacement of CR202 (School Rd.) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpke.) over Ten Mile Creek BIN 3301470 in the Towns of Guilderland and Rensselaerville.

The CR202 (School Rd.) Bridge will have the concrete deck removed along with the pre-cast concrete beams. The abutments seats will be reworked to accept the new galvanized steel beams. A 9 ½” concrete deck will be placed on top of the steel and new bridge rail will be installed. Minor approach paving will be required on each end of the new deck.

The CR353 (Delaware Tpke) Bridge will have the concrete deck removed, but the underlying steel will be able to be reused. A new 9 ½” concrete deck will be placed on top of the existing steel and new concrete barrier will be placed in lieu of bridge rail. Minor approach paving will be placed on each end of the new deck.

Both structures will get road striping.

The County Purchasing Agent received two (2) bids for this project. Our engineering staff reviewed the bids along with our consultant, (CME) and recommended this contract be awarded to Bette & Cring LLC in the amount not to exceed $958,000.00.

CME’s Engineering estimate was $953,000.00. Since Bette & Cring’s bid was less than 1% different from the engineers estimate. We are confident in their bid price and having worked with them on several projects we are also confident in their ability to perform the work.

We have included copies of all correspondence along with the bid tabulation sheet. If there are any questions or further information is needed, please feel free to contact my office.
cc:  Dennis Feeney, Majority Leader
     Frank Mauriello, Minority Leader
     Kevin Cannizzaro, Majority Counsel
     Arnis Zilgme, Minority Counsel

Sincerely,

Lisa M. Ramundo
Commissioner
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for an Agreement with Bette & Cring LLC for Superstructure Replacement

Date: April 1, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ 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):
Bette & Cring LLC
22 Century Hill Dr.
Latham, NY 12110

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

Amount/Raise Schedule/fee: $958,000.00
Scope of Services: Construction

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: HHO81620.22000
Appropriation Amount: $958,000.00
Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 6/1/2019-9/30/2020
Length of Contract: 16 Months

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

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

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Bette & Cring LLC for the construction of the Superstructure Replacement of CR202 (School Rd.) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpke) over Ten Mile Creek BIN 3301470 in the Towns of Guilderland and Rensselaerville.

The CR202 (School Rd.) Bridge will have the concrete deck removed along with the pre-cast concrete beams. The abutments seats will be reworked to accept the new galvanized steel beams. A 9 ½" concrete deck will be placed on top of the steel and new bridge rail will be installed. Minor approach paving will be required on each end of the new deck.

The CR353 (Delaware Tpke) Bridge will have the concrete deck removed, but the underlying steel will be able to be reused. A new 9 ¾" concrete deck will be placed on top of the existing steel and new concrete barrier will be placed in lieu of bridge rail. Minor approach paving will be placed on each end of the new deck.

Both structures will get road striping.

The County Purchasing Agent received two (2) bids for this project. Our engineering staff reviewed the bids along with our consultant, (CME) and recommended this contract be awarded to Bette & Cring LLC in the amount not to exceed $958,000.00.

CME's Engineering estimate was $953,000.00. Since Bette & Cring's bid was less than 1% different from the engineers estimate. We are confident in their bid price and having worked with them on several projects we are also confident in
their ability to perform the work.
MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
   Department of Public Works

FROM: Karen Storm
       Purchasing Agent

DATE: April 1, 2019

RE: RFB#2019-032, Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Turnpike) over Ten Mile Creek BIN 3301470

I am in receipt of your recommendation to award the aforementioned Request for Bids to Bette & Cring LLC in the amount of $958,000.00.

As Bette & Cring LLC is the low responsive and responsible bidder, I concur with your recommendation.

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

TO: Karen Storm, Purchasing Agent
FROM: Lisa Ramundo, Commissioner
DATE: April 1, 2019
RE: Project No. 18-C539
RFB #2019-032
Superstructure Replacement of CR202 (School Rd.) over Black Creek
BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk.) over
Ten Mile Creek BIN 3301470

I have reviewed the two (2) bid results for the above referenced project and would like to recommend the low bidder, Bette & Cring LLC be awarded the bid. I am in agreement with Albany County DPW Engineering Division for this award. This contract is not to exceed $958,000.00.

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

LR:ct
Memorandum

TO: Lisa Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: April 1, 2019

RE: Project #18-C539 (Bid 2019-032)
Superstructure Replacement of CR202 (School Rd.) over Black Creek
BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk.)
over Ten Mile Creek BIN 3301470

Having reviewed the two (2) proposals that were received regarding the subject project,
Albany County DPW Engineering Division recommends the contract be awarded to
Bette & Cring LLC who has the lowest total bid price of $958,000.00. Attached is a
copy of our consultant's recommendation letter confirming Bette & Cring LLC as the
lowest responsive bidder.

Please let me know if you have any questions.

WA:ct
MEMORANDUM

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

FROM: Matt Hunt, P.E.  
Project Manager  
Creighton Manning Engineering, LLP

SUBJECT: RECOMMENDATION FOR AWARD  
Project No. 18-C539 (Bid #2019-032)  
Superstructure Replacement of CR202 (School Rd) over Black Creek and  
Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek  
Towns of Guilderland and Rensselaerville  
Albany County

DATE: March 28, 2019

The subject project was let for construction on March 28, 2019, with two (2) bids received and opened at the Albany County Purchasing Office, 112 State Street, Room 820, Albany, NY at 11:00am. The engineer’s estimate for the project was $953,000.00 and the following two (2) bids were received:

Bidders in Rank Order:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Bidder Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bette &amp; Cring, LLC</td>
<td>$958,000.00</td>
</tr>
<tr>
<td>2</td>
<td>D.A. Collins Construction Co., Inc.</td>
<td>$1,577,441.55</td>
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</table>

Each of these bids was reviewed and checked, by Matt Hunt, P.E., Project Manager, Creighton Manning Engineering, LLP on March 28, 2019.

The lowest bid of $958,000.00 as submitted by Bette & Cring, LLC was reviewed and found to be complete and accurate regarding bid documentation and company experience with similar projects.

Based upon the foregoing, the lowest responsible bidder was determined to be Bette & Cring, LLC with a total bid of $958,000.00.

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

( X ) Award the contract to the lowest responsible bidder, Bette & Cring, LLC for the Bid Amount only.

( ) Reject all bids

Dated: 3/28/2019

Signature: Matt Hunt, P.E.
NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2019-032

Sealed bids for Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470, will be received by the Albany County Purchasing Agent, 112 State Street. Room 820, Albany, New York 12207 until 11:00 a.m. on Thursday, March 28, 2019.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located at: CR202 (School Rd) and CR353 (Delaware Tpk) in Albany County

The work includes: CR202 (School Rd) – replacement of the existing prestressed concrete superstructure with a galvanized steel beam superstructure along with associated highway and sidewalk reconstruction as indicated in the bid documents. CR353 (Delaware Tpk) – replacement of the existing concrete deck and steel bridge railing with a new concrete deck and concrete barrier along with replacement of approach guiderail.

Plans, specifications and bid proposal forms will be provided on a USB drive in PDF format (ADOBE version X) and may be obtained at the office of the Albany County Purchasing Agent listed above at a cost of $10.00 deposit per USB drive to the prospective bidder. If more than one USB drive is requested, a nonrefundable cost of $5.00 service charge will be charged. The deposit will be returned to those bidders who return usable USB drives with the bid, or within 30 days of their bid submission.

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

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

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

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (3/14/19)

THE EVANGELIST
TIMES UNION

NTB-1
Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bette Cring</th>
<th>DA Collins</th>
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<tr>
<td>Bid Security</td>
<td>Bond</td>
<td>Bond</td>
</tr>
<tr>
<td>Total Bid Amount</td>
<td>$958,000.00</td>
<td>$1,577,441.55</td>
</tr>
</tbody>
</table>
CR 202 (SCHOOL RD) OVER BLACK CREEK
SUPERSTRUCTURE REPLACEMENT
AND CR 353 (DELAWARE TURNPIKE)
OVER TEN MILE CREEK DECK REPLACEMENT
B.I.N. 3301170 & 3301470
PROJECT ID. NO. 18-C539, BID NO. 2019-032

TOWN OF GUILDERLAND

PROJECT LOCATION

NOT TO SCALE

TOWN OF RENSSELAERVILLE

PROJECT LOCATION

NOT TO SCALE

PREPARED FOR
ALBANY COUNTY
DEPARTMENT OF PUBLIC WORKS
HIGHWAY ENGINEERING DIVISION
449 New Salem Road
Voorheesville, NY 12186
New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision: Recertification
(nature of change)

State Use Only

AT sponsor no. 22126

ATP code 12037A

Effective date of AT program 3/22/83

1. Name of sponsor: Bette & Cring, LLC

2. Mailing address: 22 Century Hill Drive, Latham, NY, 12110, Albany
   (number & street) (city) (state) (zip code) (county)

3. Actual address: same
   (number & street) (city) (state) (zip code) (county)

4. Telephone no.: 518-213-1010
   (telephone #) (ext. #) (area code) (extension)

5. Trade/Occupation: Carpenter Heavy Highway

6. No. employees: 100
   No. apprentices: 1
   No. journeyworkers: 20
   Ratio: 1:1, 1:4
   (non-standard)

7. ISC code: 1510
   DOT code: 880.381-042

8. Apprentice probationary period: 9 months

9. Work process: Standard

10. Length of program: 36 months

11. Minimum journeyworker rate: $26.39 per hour

12. Effective date of wages: 7/1/09

13. Apprentice wage progression for each period - in months (M) or hours (H)

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14. 60% 75% 90%

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

16. Signature of official sponsor representative

17. Date

Peter Bette, member
Print name and title

18. Signature of union representative

Date

Print name, title, and union name

Signature New York State Department of Labor

Date

AT 10 (07-10)
GIVEN AT ALBANY, NEW YORK, ON: Thursday, July 14, 2016
AND IS A QUALIFIED: Carpenter (Heavy-Highway)
UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR
IN THE EMPLY OF: Betes and Coing LLC
IN THE OCCUPATION OF: Carpenter (Heavy-Highway)
HAS SERVED AN APPRENTICESHIP OF 3 YEAR(S)

Mohammed Abououach

To certify that

Certificate of Completion of Apprenticeship Training

The Department of Labor on behalf of the State of New York, issues this

[Signature]
Certificate of Completion
for Apprenticeship Training
under standards approved by
the Commissioner of Labor

[Signature]
Rebecca Reardon
Commissioner of Labor

Andrew M. Cuomo, Governor
THIS IS TO CERTIFY THAT

Mohammed Agouaouch

has served an apprenticeship of 3 Year(s)
In the occupation of: Carpenter (Heavy-Highway)

and is a qualified Journeyworker.
Given at Albany, NY, on 7/14/2016
Certificate of Completion of Apprenticeship Training

The Department of Labor, on behalf of the State of New York, issues this certificate to certify that

John Litchko

has served an apprenticeship of 3 years in the occupation of Carpenter (Heavy-Highway) in the employ of Bette and Cting LLC and is a qualified Carpenter approved by the commissioner of labor.

Given at Albany, New York, on: Wednesday, September 16, 2015

Commissioner of Labor

Andrew M. Cuomo, Governor
Certificate of Completion
for Apprenticeship Training
under Standards approved by
the Commissioner of Labor

[Signature]
Andrew M. Cuomo, Governor
Acting Commissioner of Labor
THIS IS TO CERTIFY THAT

John Litchko

has served an apprenticeship of 3 Year(s)
in the occupation of: Carpenter (Heavy-Highway)

and is a qualified Journeyperson.
Given at Albany, NY, on 9/16/2015.
Bidder will complete the work for the LUMP SUM PRICE of:
(see schedule of values for fixed price items (01370-1 through 01370-11) to be included in lump sum price.):

Nine hundred fifty-eight thousand dollars ($958,000)

SUBMITTED ON 3/28, 2019

Firm: Bette & Cring, LLC

By: [Signature]

Peter Bette

Title: Member
BID FORM

Project Identification

Project Number: 18-C539 (Bid #2019-032)
Letting (Bid Date): March 28, 2019
Title: Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

This bid is submitted to:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, New York 12207

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the County of Albany in the form included in the contract documents to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the deposit of bid security. This bid will remain open for 90 days after the day of bid opening. Bidder will sign the Agreement and submit the contract security and other documents required by the contract documents within 15 days after the date of owner’s Notice of Award.

3. In submitting this bid, bidder represents, as more fully set forth in this Agreement, that:

(a) Bidder has examined copies of all the contract documents and of the following Addenda:
(If none, so state)  

Date

Number


BETTE & GRIM, LLC
22 Century Hill Drive
Suite 201
Latham, New York 12110
(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

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

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


5. The bidder further understands and agrees that he is to furnish and provide for the price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforesaid project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount referred to as the unit price bid.


7. The bidder further agrees that at any time during the progress of the work the County adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with Article II of the General Conditions.

8. Bidder agrees that the work will be substantially completed within the number of calendar days or by the specific date indicated in the Agreement.

9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

10. The following documents are attached to and made a condition of this bid:

   a) Required bid security in the form of Bid Bond (Pages BB-1 thru BB-4), or a certified check and a letter from a bonding company indicating their intent to furnish the bonds required under the contract (Offer of Surety pages OS-1).

   b) Certified copy of Resolution of Board of Directors (if bidder is a corporation) (Page CCR-1).

   c) Non-Collusion Form (Page NC-1 & NC-2).

   d) Non-Interruption of Work Agreement (NWA-1).
e) Apprenticeship Training Program— required documentation as per Section 27 of the General Instructions to Bidders.

f) Stormwater Discharges for Small Municipal Separate Storm Sewer Systems (MS4) Certification (Page MS4-1)

g) Iranian Energy Divestment Certification (Page EDC-1)

h) Bidder Qualification Questionnaire (Pages BQQ-1 thru BQQ-3).

i) Vendor Responsibility Questionnaire (Pages VRQ-1 to VRQ-4)

j) Acknowledgment by Bidder (Page AB-1).

k) Schedule of MBE/WBE participation (Pages MBE-1 & MBE-2).

11. Communications concerning this bid shall be addressed to:

Name: Peter Bette
Company: Bette & Cring, LLC
Address: 22 Century Hill Drive
Suite 201
Latham, NY 12110
Phone No: 518-213-1010

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

Project No. 18-C539 (BID #2019-032)
Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck
Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

Bette & Cring, LLC
Company

22 Century Hill Drive, Suite 201
Address

Latham, NY 12110
City, State, Zip

518-213-1010
Telephone

518-213-1050
Fax

16-1562780
Federal Tax ID No.

Peter Bette
Representative

[Signature]
Signature/Title

3/25/19
Date
If bidder is:

An Individual

By _____________________________ (Individual’s Name) (SEAL)

doing business as _____________________________

Business address: _____________________________

Phone Number: ( ) _____________________________

A Partnership

By _____________________________ (Firm Name) (SEAL)

_____________________________ (General Partner)

Business address: _____________________________

Phone Number: ( ) _____________________________

A Limited Liability Company

By _____________________________ Limited Liab. Co. (Corporate Name)

_____________________________ New York (State of Incorporation)

By _____________________________ Peter Bette (Name of person authorized to sign)

Member (Title)

(Corporate Seal)

Attest _____________________________ (Corporate Seal) (Name of person authorized to sign)

Member _____________________________

Business Address: 22 Century Hill Drive, Suite 201

Latham, NY 12110

Phone Number: ( ) 518-213-1010

A Joint Venture

By _____________________________ (Name)

_____________________________ (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)
Bidder will complete the work for the LUMP SUM PRICE of:
(see schedule of values for fixed price items (01370-1 through 01370-11) to be included in lump sum price):

Nine hundred fifty-eight thousand $958,000

Dollars ($958,000)

SUBMITTED ON 3/28, 2019

Firm: Bette & Cring, LLC

By: [Signature]

(Peter Bette)

Title: Member

(Bette & Cring, LLC
22 Century Hill Drive
Suite 201
Latham, New York 12110)
NOTICE OF JOB VACANCIES

1. The contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

2. The contractor is encouraged to notify the County when the contractor has or is about to have a job opening for a full time position within Albany County or any other contiguous County. The County requests that notice be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).

3. Please provide notice of job vacancies in writing to:

   Albany County Job Alert Line
   Albany County Dept. of Social Services
   162 Washington Avenue
   Albany, New York 12110
   (518) 447-7613
   (518) 447-7678 fax

4. The contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.
OFFER OF SURETY

(To be submitted only when bid is accompanied by a certified check for guarantee.)

In the event the bid for: Project Number: 18-C539 (Bid #2019-032)
Letting (Bid Date): March 28, 2019
Title: Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

is accepted and the undersigned is awarded the contract for the work, the undersigned bidder offers as surety for the Faithful Performance Bond and the Labor and Material Bond, the following surety company:

____________________________________
(name of surety)

Date: ________________

Firm: (bidder) ____________________________

By: ______________________________

(signature)

(printed)

CERTIFICATE OF SURETY

(To be signed by a duly authorized official, agent or attorney of the surety company only when bid is accompanied by a certified check for guarantee.)

In the event the bid for: Project Number: 18-C539 (Bid #2019-032)
Letting (Bid Date): March 28, 2019
Title: Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

is accepted and the contract for the work is awarded to said bidder:

____________________________________
(name of bidder)

The undersigned surety will execute the required Faithful Performance Bond and Labor and Material Bond as hereinbefore provided.

Date: ________________

Surety: ____________________________

By: ______________________________

(signature)

(printed)
BID BOND

(To be submitted, at the option of the bidder, in lieu of certified check for guarantee.)

KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the "principal")

__________________________
(name of contractor)

__________________________
(address)

and ________________________
(name of surety)

__________________________
(address)

(hereinafter called the "surety") are held and firmly bound unto the County of Albany (hereinafter called the "owner") in the full and just sum of:

__________________________ Dollars ($_________)

good and lawful money of the United State of American, to the payment of which said sum of money, well and truly to be made and one, the said principal binds himself, his heirs, executors, administrators, successors or assignees and the said surety binds itself, its successors and assignees, jointly and severally, firmly by these presents.

Whereas said principal has submitted to the County of Albany a certain bid, attached hereto and hereby made a part hereof to enter into an agreement for Project No. 18-C539, Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470 (hereinafter called the "project").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT

a) If said bid shall be rejected, or

b) If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created of said bid, or

c) In the event of the failure of the principal to enter such contract and give such bonds, if the principal shall pay to the owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the total amount of this obligation as herein stated.
The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, we have executed this bond the ____ day of _____________, 2019.

PRINCIPAL(s):

______________________________ (L.S.)

______________________________ (Printed Name)

______________________________ (L.S.)

______________________________ (Printed Name)

______________________________ (L.S.)

______________________________ (Printed Name)

______________________________ (L.S.)

SURETY:

(Corporate Seal)

______________________________ (Printed Name of Surety)

______________________________ (Address of Surety)

By: ______________________________

______________________________ (Printed Name of Attorney-in-Fact)

NOTE: The surety company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of New York.
Acknowledgment by Principal:

If Individual or Individuals:

State of __________________________
County of __________________________

On this _____ day of __________________________, 2019, 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 _______________________________
My commission expires ______________________

If Corporation:

State of __________________________
County of __________________________

On this _____ day of __________________________, 2019, before me personally appeared __________________________, to me known, who, being by me sworn, did say that he resides at (give address) __________________________, that he is the (give title) __________________________ of the (name of corporation) __________________________, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

____________________________________
Notary Public, State of________________________
Qualified in _______________________________
My commission expires ______________________

BB-3
Acknowledgment by Surety Company:

If Individual or Individuals:

State of ________________
County of ________________

On this ______ day of __________________, 2019, 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 ________________________
My commission expires ________________

If Corporation:

State of ________________
County of ________________

On this ______ day of __________________, 2019, before me personally appeared ________________, to me known, who, being by me sworn, did say that he resides at (give address) ______________________________; that he is the (give title) ______________________________ of the (name of corporation) ______________________________, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

__________________________
Notary Public, State of ________________
Qualified in ________________________
My commission expires ________________
CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF

(Must be submitted if bidder is a corporation)

Bette & Cring, LLC
(name of company)

"RESOLVED that Peter Bette, Member
(person authorized to sign) to
(title)

Bette & Cring, LLC be authorized to sign and submit the bid of this corporation
(name of company) Limited Liability Company
for the following project: Project Number: 18-C539 (Bid #2019-032)
Title: Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporated bidder shall be liable under the penalties for perjury."

The foregoing is a true and correct copy of the resolution adopted by Bette & Cring, LLC
(name of company) Limited Liab. Co

at a meeting of its Board of Directors held on the 4th day

By: ______________________________
(signature)

Peter Bette
(typed)

(Seal)

Title: Member
Date: 3/28/19
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid for Project Number: 18-C539 (Bid #2019-032)
Title: Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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 above.

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 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 above, 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.
I, hereby affirm under the penalties of perjury that the foregoing statement is true.

Firm: Bette & Cring, LLC
By: [Signature]
    Peter Bette
    (typed)
Title: Member
Date: 3/25/19
NON-INTERRUPTION OF WORK AGREEMENT

By submission of this bid for Project Number: 18-C539 (Bid #2019-032)
Title: Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

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

Firm: Bette & Cring, LLC
By: [Signature]
   Peter Bette
   (typed)
Title: Member
Date: 3/25/19
As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Bette & Cring, LLC

Address: 22 Century Hill Drive, Suite 201
          Latham, NY 12110

Phone Number(s):
518-213-1010

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

Superstructure Replacement of CR202 & Deck Replacement of CR353

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

CR202 (School Rd) over Black Creek & CR353 (Delaware Turnpike)
over Ten Mile Creek

Signature
Peter Bette
Printed Name
Member
Title
Date 3/23/19
IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-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 therefore. 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.

Firm: Bette & Cring, LLC
By: ____________________________
    Peter Bette
    (signature)
    (typed)
Title: Member
Date: 3/28/17

IEDC-1
BIDDERS QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink.)

1. How many years has your firm been in business? 20 years

2. What has been the dollar volume of your firm’s business for each of the past three years?
   - Year 2018: $1,438,703
   - Year 2017: $125,564
   - Year 2016: $149,444

3. List up to five projects of this nature (highway/paving projects) that you have completed in the last three years, and give the name, address and telephone number of a reference from each. Also, give the completion date, the original contract bid price, the completed cost and a brief description of each project listed. Submit additional sheets if necessary.

   SEE ATTACHED

4. List all the projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract. Submit additional sheets if necessary.

   SEE ATTACHED

5. Has your firm ever failed to complete work awarded to it? If so, state where and why.
   - NO

6. Is your firm presently, or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same? If so, give details.
   - NO

BQQ-1
QUESTION 3. COMPLETED PROJECTS

- D263422, Rehabilitation of Route 17, Delaware County

  Owner: NYSDOT
          44 Hawley Street
          Binghamton, NY 13904

  Architect: Same As Owner

  Contract Amount: $4,730,250.00

  Completion Date: December 2018

- LD035559, Rehabilitation of Middle Grove Road CR 21 Bridge Over Kayaderosseras Creek, Saratoga County

  Owner: Saratoga County Dept. of Public Works
          3654 Galway Road
          Ballston Spa, NY 12020

  Architect: GPI

  Contract Amount: $582,120.00

  Completion Date: November, 2018

- D263490, Crescent Ave & East High Bridges, Saratoga County

  Owner: NYSDOT
          50 Wolf Road
          Albany, NY 12232

  Architect: Same As Owner

  Contract Amount: $7,982,537.00

  Completion Date: November, 2018
• D263355, Bridge Deck Replacement on Route 17, Broome County

Owner: NYSDOT
44 Hawley Street
Binghamton, NY 13901

Architect: Same As Owner

Contract Amount: $3,235,352.00

Completion Date: July 2018

• LD034721, Oak Street Bridge Over Amtrak/CSX, Schenectady County

Owner: City of Schenectady
City Hall Room 205
105 Jay Street
Schenectady, NY 12305

Architect: AECOM

Contract Amount: $1,750,906.00

Completion Date: June, 2018

• LD034782, Rehabilitation of County Route 9 (Bradt Hollow Road) over Fox Creek
Albany County

Owner: Albany County Dept. of Public Works
449 New Salem Road
Voorheesville, NY 12186

Architect: Barton & Loguidice

Contract Amount: $1,078,790.00

Completion Date: January 2018
• 16-CS21, CR 10 Huntersland Rd Over Little Schohaire Creek, Albany County

Owner: Albany County Dept. of Public Works
        449 New Salem Road
        Voorhiesville, NY 12186

Architect: Same As Owner

Contract Amount: $893,000.00

Completion Date: January 2018

• D263331, Route 28 Over NYS Route 7, Otsego County

Owner: NYSDOT
        44 Hawley Street
        Binghamton, NY 13901

Architect: Same As Owner

Contract Amount: $1,731,557.00

Completion Date: November 2017

• D263308, Rehabilitation of I-87 Bridge over Branch River, Essex County

Owner: NYSDOT
        50 Wolf Road
        Albany, NY 12232

Architect: Same As Owner

Contract Amount: $2,379,721.00

Completion Date: November 2017
- LD032592, Rehabilitation of Greenkill Avenue Bridge, Ulster County

  Owner:  
  City of Kingston  
  420 Broadway  
  Kingston, NY 12401

  Architect:  
  WSPPP

  Contract Amount:  $2,029,236.00

  Completion Date:  October 2017

- LD032269, Rehabilitation of CR 151, City of Rensselaer

  Owner:  
  City of Rensselaer  
  62 Washington Street  
  Rensselaer, NY 12144

  Architect:  
  MJ Engineering

  Contract Amount:  $2,767,463.00

  Completion Date:  June 2017

- D263252, Rehabilitation on NYS Route 37, Saint Lawrence County

  Owner:  
  NYSDOT  
  317 Washington Street  
  Watertown, NY 13601

  Architect:  
  Same As Owner

  Contract Amount:  $2,715,562.00

  Completion Date:  December 2017
• D263264, Amtrak Train Station, Albany County

Owner: NYSDOT  
50 Wolf Road  
Albany, NY 12232

Architect: Same As Owner

Contract Amount: $5,409,091.00

Completion Date: December 2017

• LD033945, Bridge Preservation Bundled Projects, Greene County

Owner: Greene County Highway Department  
240 West Main Street  
Catskill, NY 12414

Architect: Barton & Loguidice

Contract Amount: $1,884,215.00

Completion Date: November 2016

• D262785, Route 20 Bridge Replacements, Rensselaer County

Owner: New York State Department of Transportation  
50 Wolf Road  
Albany, New York 12232

Architect: Same As Owner

Contract Amount: $7,729,067.00

Completion Date: November 2016
• D262765, Bridge Rehab & Roadway Work on NY Route 66, Columbia County

Owner: New York State Department of Transportation
4 Burnett Blvd.
Poughkeepsie, New York 12603

Architect: Same As Owner
Contract Amount: $3,945,378.00
Completion Date: December 2016

• D262795, Bridge Replacement of the I-87 NB & SB, Essex County

Owner: New York State Department of Transportation
50 Wolf Road
Albany, NY 12232

Architect: Same As Owner
Contract Amount: $10,214,717.00
Completion Date: November 2016

• LD033997, Bridge Replacement of the Broken Wheel Campground Bridge, Rensselaer County

Owner: Town of Petersburgh
65 Main Street
Petersburgh, NY 12138

Architect: Greenman Pederson, Inc.
Contract Amount: $1,156,055.00
Completion Date: October 2016
• TAA 15-34B, Bridge Replacement of the Sawkill Road Bridge, Ulster County

Owner: NYSTA
200 Southern Blvd.
Albany, NY 12209

Architect: Same

Contract Amount: $3,968,224.00

Completion Date: November 2016

• LD022281, Replacement of County Route 111, Rensselaer County

Owner: Rensselaer County Dept. of Engineering & Highways
124 Bloomingrove Drive
Troy, New York 12180

Architect: Erdman Anthony & Associates

Contract Amount: $4,323,716.00

Completion Date: September 2016

• LD033904, Bridge Replacement of North Main Street and Frances Street Bridges

Owner: City of Mechanicville
36 North Main Street
Mechanicville, New York 12118

Architect: Barton & Loguidice

Contract Amount: $3,518,608.00

Completion Date: August 2016
- D262602, Intersection Improvements (Routes 443 & 23A), Greene & Albany Counties
  
  Owner: New York State Department of Transportation  
          50 Wolf Road  
          Albany, New York 12232  
  
  Architect: Same As Owner  
  
  Contract Amount: $2,018,467.00  
  
  Completion Date: December 2015

- LD024762, Old School Road over CSX Selkirk Yard, Albany County
  
  Owner: Albany County  
          112 State Street  
          Albany, New York 12207  
  
  Architect: CHA Companies  
  
  Contract Amount: $1,341,950.00  
  
  Completion Date: December 2015

- D262613, Bridge Rehabilitation of the Washington Avenue County Route 85, Albany County
  
  Owner: New York State Department of Transportation  
          50 Wolf Road  
          Albany, New York 12232  
  
  Architect: Same As Owner  
  
  Contract Amount: $2,324,846.00  
  
  Completion Date: December 2015
• **TAA 14-34B, Rehabilitation of I-90 Berkshire Spur, Various Counties**

Owner: New York State Thruway Authority  
200 Southern Blvd.  
Albany, New York 12201

Architect: Same As Owner

Contract Amount: $2,255,235.00

Completion Date: November 2015

• **D262812, Bridge Repairs to RT 162 over SS and Cove Road over Wood Creek**

Owner: New York State Department of Transportation  
50 Wolf Road  
Albany, New York 12232

Architect: Same As Owner

Contract Amount: $1,229,487.00

Completion Date: November 2015

• **LD033831, Jewett Heights Road (CR-17) Over the Batavia Kill Bridge Replacement**

Owner: Greene County Highway Department  
240 West Main Street  
Catskill, New York 12414

Architect: Clark Patterson Lee (Design)  
CDM Smith (Inspection)

Contract Amount: $1,121,319.00

Completion Date: October 2015
• BIN 3342310, CR-27 Over the Taghkanic Creek Bridge Replacement

Owner: Columbia County Department of Public Works
       PO Box 324 – 178 Route 23B
       Hudson, New York 12534

Architect: Greenman Pederson

Contract Amount: $1,143,932.00

Completion Date: October 2015

• D262423, Deck overlays on 4 Bridges, Broome County

Owner: New York State Department of Transportation
       44 Hawley Street
       Binghamton, New York 13901

Architect: Same As Owner

Contract Amount: $2,316,031.00

Completion Date: July 2015

• LD030266, White Mills Road over CSX Transportation

Owner: Town of Chatham
       488 State Route 295
       Chatham, NY 12037

Architect: Barton & Loguidice

Contract Amount: $1,306,317.00

Completion Date: June 2015
• LD033302 02, Spring Avenue Bridge Over Poestenkill, Rensselaer County

Owner: City of Troy Bureau of Purchases
City Hall
433 River Street
Troy, NY 12180

Architect: Greenman Pederson

Contract Amount: $2,988,980.00

Completion Date: May 2015

• BIN3301550, Tan Hollow Road Over Hannacroix Creek Bridge Rehabilitation

Owner: Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

Architect: CDM Smith

Contract Amount: $847,000.00

Completion Date: October 2014

• TAA 13-69B, Joint Replacement, SRSO, Steel Repairs, Various Counties

Owner: New York State Thruway Authority
200 Southern Blvd.
Albany, NY 12209

Architect: Same as Owner

Contract Amount: $6,297,000.00

Completion Date: December 2014
• LD031797, Grant Hill Road Bridge Replacement over Normanskill, Albany County

Owner: Albany County Department of Public Works
       449 New Salem Road
       Voorheesville, NY 12186

Architect: Foit Albert

Contract Amount: $1,926,663.00

Completion Date: November 2014

• LD032406, Pictuay Road over Coeymans Creek, Albany County

Owner: Town of Bethlehem, DPW
       445 Delaware Avenue
       Delmar, NY 12054

Architect: CHA Companies

Contract Amount: $968,409.00

Completion Date: December 2014

• D262410, Route 7 over Tributary to Osborne Creek, Broome County

Owner: New York State Department of Transportation
       44 Hawley Street
       Binghamton, New York 13901

Architect: Same As Owner

Contract Amount: $952,909.00

Completion Date: November 2014
- D262113, Replacement of 2 I-90 Bridges, Rensselaer County, Town of Schodack
  Owner: New York State Department of Transportation
          50 Wolf Road
          Albany, NY 12232
  Architect: Same as Owner
  Contract Amount: $4,844,725.00
  Completion Date: December 2014

- LD030069, Metro North Railroad, Dutchess County
  Owner: Metro-North Commuter Railroad Company
          Department of Procurement & Material Management
          347 Madison Avenue
          New York, NY 10017
  Architect: Lockner
  Contract Amount: $3,558,881.00
  Completion Date: August, 2014

- TAA 13-21B, Interchange 27, Montgomery County
  Owner: New York State Thruway Authority
          200 Southern Blvd.
          Albany, NY 12209
  Architect: Same as Owner
  Contract Amount: $7,127,781.00
  Completion Date: December 2014
QUESTION 4.  CONSTRUCTION PROJECTS IN PROGRESS

- D263864, Route 115 Bridge, Dutchess County

  Owner: NYSDOT
  4 Burnett Blvd.
  Poughkeepsie, NY 12603

  Architect: Same As Owner

  Contract Amount: $3,174,612.00

  Percent Complete: 0%

  Scheduled Completion: August, 2020

- D263755, Bridge Replacement over Bowman Creek – NYS Route 12, Chenango County

  Owner: NYSDOT
  44 Hawley Street
  Binghamton, NY 13901

  Architect: Same As Owner

  Contract Amount: $2,718,919.00

  Scheduled Completion: June, 2020

- LD035662, County Route 32, Chenango County

  Owner: Chenango County Dept. of Public Works
  79 Rexford Street
  Norwich, NY 13815

  Architect: Barton & Loguidice, DPC

  Contract Amount: $1,121,511.00

  Percent Complete: 0%

  Scheduled Completion: December, 2019
• TAA 18-19B, Various Sites

Owner: NYSTA
200 Southern Blvd.
Albany, NY 12201

Architect: NYSTA

Contract Amount: $3,779,000.00

Percent Complete: 46%

Scheduled Completion: November, 2019

• TAA 17-33B, I-90 over Flat Creek, Montgomery County

Owner: NYSTA
200 Southern Blvd.
Albany, NY 12201

Architect: Same As Owner

Contract Amount: $7,791,645.00

Percent Complete: 65%

Scheduled Completion: November, 2019

• LD035368, Schenectady County Bridges

Owner: City of Schenectady
City Hall
Jay Street
Schenectady, NY 12305

Architect: MJ Engineering & Surveying

Contract Amount: $477,278.00

Percent Complete: 0%

Scheduled Completion: October, 2019
7. Has your firm received two final determinations within any consecutive six year period, the second final determination occurring within the past five years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with Article 8 of the Labor Law? If so, give details.

   NO

   

   

   

   

   

8. Do you plan to sublet any part of this work? If so, give details (description of work, dollar value, name of subcontractor).

   Paving, Striping, Guide Rail, Paining

   Specific subcontractors to be determined later

   

   

   

   

9. What equipment do you own that is available for this work? Be specific.

   Excavator, Crane, Loader, Bridge Finishing Machine

   Bulldozer, Compaction Equipment

   

   

   

10. What equipment do you plan to rent or purchase for this work? Be specific.

    Milling Machine

    

    

    

11. Have you ever performed work under the direction of a professional engineer or registered architect? If so, list up to three such firms, giving the name of the firm, its address, telephone number and the name of the project (list most recent projects).

    

    

    

    SEE ATTACHED

    

    

    

BQQ-2
Question 11.0  Bidder's Qualification

- New York State Dept. of Transportation
  50 Wolf Road
  Albany, NY 12232
  Andy Hirsch, EIC – 518-388-0388

- New York State Thruway Authority
  200 Southern Blvd.
  Albany, NY 12209
  Keith Lonczak, EIC – 518-471-5830

- Barton & Loguidice
  10 Airline Drive, Suite 200
  Albany, NY 12205
  Jeremy Bourdeau – 518-218-1801
12. Give the name, address and telephone number of an individual who represents each of the following, and whom the owner may contact to investigate your financial responsibility: a surety, a bank and a major material supplier.

    Surety - Arthur J. Gallagher & Co. - Tim Tyrrell - 518-463-3181
    M & T Bank - Patty Cleveland - 518-464-6150
    Dimension Fabricators, Inc. - Scott Stevens - 518-374-1936

13. Give a summary of your financial statement. List assets and liabilities (submit additional sheets, if necessary).

    SEE ATTACHED

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

   a) Correct name of bidder:  Bette & Cring, LLC

   b) The business is a  Limited Liability Company

   c) The address of principal place is:  22 Century Hill Drive, Suite 201
                        Latham, NY 12110

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

       Peter Bette, Member
       Matthew Bette, Member
       Harold Cring, Member

    Firm:  Bette & Cring, LLC
    By:   [Signature]
    Title:  Member
    Date:  3/28/19

    BQQ-3
Question 13.

FINANCIAL INFORMATION

Please be advised that Bette & Cring, LLC is a privately held company which undergoes an annual independent audit performed by Teal, Becker & Chiaramonte, CPAs PC. Due to the confidential nature of the financial information I have excluded the audited statements.

I have enclosed a copy of the 2018 Auditor's Opinion for your review.

If you require additional information, please contact me at 518-213-1010.

Sincerely,

Kimberly Skiba, CPA
Chief Financial Officer
Bette & Cring, LLC
Independent Auditors' Report

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Bette & Cring, LLC and Subsidiaries (limited liability companies) (the Company), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of income, members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bette & Cring, LLC and Subsidiaries as of December 31, 2018 and 2017, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Consolidating and Consolidated Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating and consolidated supplementary information appearing on Schedules I through V is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Albany, New York
March 8, 2019
**ATTACHMENT “C”**  
**ALBANY COUNTY**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

<table>
<thead>
<tr>
<th>1. VENDOR IS:</th>
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<tr>
<td>☐ PRIME CONTRACTOR</td>
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<thead>
<tr>
<th>2. VENDOR'S LEGAL BUSINESS NAME</th>
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<tbody>
<tr>
<td>Bette &amp; Cring, LLC</td>
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<tr>
<th>3. IDENTIFICATION NUMBERS</th>
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<tbody>
<tr>
<td>a) FEIN # 16-1562780</td>
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<tr>
<td>b) DUNS # 08-797-3439</td>
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<tr>
<th>4. D/B/A - DOING BUSINESS AS (IF APPLICABLE) &amp; COUNTY FIELD:</th>
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<tbody>
<tr>
<td>N/A</td>
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<tr>
<th>5. WEBSITE ADDRESS (IF APPLICABLE)</th>
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<tbody>
<tr>
<td><a href="http://www.bettecring.com">www.bettecring.com</a></td>
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<thead>
<tr>
<th>6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</th>
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<tbody>
<tr>
<td>22 Century Hill Drive, Suite 201</td>
</tr>
<tr>
<td>Latham, NY 12110</td>
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<th>7. TELEPHONE NO.</th>
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<td>518-213-1010</td>
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<th>8. FAX NUMBER</th>
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<tr>
<td>518-213-1050</td>
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<tr>
<th>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</th>
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<td>IN NEW YORK STATE, IF DIFFERENT FROM ABOVE</td>
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<tr>
<td>same as above</td>
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<tr>
<th>10. TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>same as above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. FAX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>same as above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
<tr>
<td>Fax Number</td>
</tr>
<tr>
<td>e-mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) NAME</td>
</tr>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>b) NAME</td>
</tr>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>c) NAME</td>
</tr>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>d) NAME</td>
</tr>
<tr>
<td>TITLE</td>
</tr>
</tbody>
</table>

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.

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

<table>
<thead>
<tr>
<th>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 YEAR HAVE SERVED AS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes ☑ No</td>
</tr>
<tr>
<td>a) An elected or appointed public official or officer?</td>
</tr>
<tr>
<td>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</td>
</tr>
<tr>
<td>☐ Yes ☑ No</td>
</tr>
<tr>
<td>b) An officer of any political party organization in Albany County, whether paid or unpaid?</td>
</tr>
<tr>
<td>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</td>
</tr>
</tbody>
</table>
16. WITHIN THE PAST FIVE 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; □ Yes □ No
   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/WELE 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? □ Yes □ No

   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 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, line 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 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 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 INVOLUNTARY 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.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

21. **IN THE PAST FIVE YEARS, HAS THE VENDOR OR ANY AFFILIATES:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

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

---

I “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: NY
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: Bette & Cring, LLC
Signature of Owner: ___________________________
Address: 22 Century Hill Dr.
City, State, Zip: Latham, NY 12110
Printed Name of Signatory: Peter Bette
Title: Member

Sworn before me this ___ day of March, 2017.

Notary Public

MARGERY A. SADDLEMIERE
Notary Public, State of New York
No. 01SA6637524
Qualified in Albany County
Commission Expires on February 22, 2020

Peter Bette
Printed Name
Signature: ___________________________
Date: 3/28/19

VRQ-4
Acknowledgment by Bidder:

If Individual or Individuals:

State of ____________________
County of ____________________

On this ____ day of ___________, 2019, 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 _______________________
My commission expires ______________

If Corporation: __________________________

State of New York
County of Albany

On this ___ day of March, 2019, before me personally appeared __________________________, to me known, who, being by me sworn, did say that he resides at (give address) __________________________; that he is the (give title) __________________________ of the (name of corporation) __________________________, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the corporation, and he signed his name thereto by like order.

Notary Public, State of New York
Qualified in _______________________
My commission expires ____________

MARGERY A. SADDLEMIRE
Notary Public, State of New York
No. 015A0037524
Qualified in Albany County
Commission Expires on February 22, 2022

State of ____________________
County of ____________________

On the ____ day of ___________, 2019, 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 __________________________ 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 _______________________
My commission expires ______________
SCHEDULE OF MBE/WBE PARTICIPATION

PROJECT IDENTIFICATION

Project No. 18-C539 (Bid #2019-032)
Title: Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470

Bidder:

Name: Bette & Cring, LLC
Address: 22 Century Hill Dr. suite 201
Latham, NY 12110

Total Bid Amount: $958,000

Fed. Emp. ID #: 16-1562780
Telephone No.: 518-213-1010

MBE Goal: 7% x Total Bid Amount = $67,060

WBE Goal: 5% x Total Bid Amount = $47,900

Bidder is an approved MBE, WBE, majority firm as described in Article SC-19, Affirmative Action Plan of the Supplementary Conditions of the Project Manual (check appropriate category).

MBE/WBE participation is broken down into joint ventures with bidder, subcontracting construction, trucking or services, and materials or supplies. Joint ventures between the prime bidder and MBE/WBE firms are shown below. Other MBE/WBE participation is shown on next page.

JOINT VENTURES WITH BIDDER (check one of the following)

No MBE/WBE joint ventures with bidder on this contract.

Bidder is joint venturing with the following firms(s):

(attach copy of joint venture agreements to this form)

Name: _____________________________ Telephone: _____________________________
Address: ___________________________ Contact Person: ___________________________
Fed. Emp. ID #: _____________________ MBE ______ WBE ______
Approved Majority Firm

MBE Share of Joint Venture: _______% x Total Bid Amount = $__________

WBE Share of Joint Venture: _______% x Total Bid Amount = $__________

OTHER MBE/WBE PARTICIPATION:

Complete each section below where appropriate showing all MBE/WBE participation other than joint ventures. Enter the type of participation for each MBE/WBE as one of the following:

SC - Subcontract Construction
TS - Trucking or Services
MS - Source of Materials or Supplies
**SCHEDULE OF MBE/WBE PARTICIPATION (cont')**

Show the actual amount to be paid to the MBE/WBE, not the contract item bid price.

<table>
<thead>
<tr>
<th>MBE Firm Name</th>
<th>Work Description</th>
<th>Type Participation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Subtotal $_______

MBE Share of Joint Venture $_______

**TOTAL MBE PARTICIPATION** $_______

<table>
<thead>
<tr>
<th>WBE Firm Name</th>
<th>Work Description</th>
<th>Type Participation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMI</td>
<td>Guiding</td>
<td>SC</td>
<td>$77,955</td>
</tr>
<tr>
<td>Hanbom Ko</td>
<td>Paving</td>
<td>SC</td>
<td>$39,920</td>
</tr>
<tr>
<td>A.A. Lewis</td>
<td>Paving</td>
<td>SC</td>
<td>$21,440</td>
</tr>
</tbody>
</table>

Subtotal $138,315

MBE Share of Joint Venture $_______

**TOTAL WBE PARTICIPATION** $_______

**IMPORTANT:**

If the **TOTAL MBE PARTICIPATION** and/or the **TOTAL WBE PARTICIPATION** is less than the goal amounts, bidder must attach documentation demonstrating good faith efforts to retain MBE's/WBE's. Such documentation shall include: 1) name of MBE/WBE firm, 2) individual contacted, 3) description of work to be done, 4) quotation or proposal received (if any), 5) description of follow-up actions, and 6) explanation of reason(s) why the firm will not be used, for all MBE's/WBE's solicited for participation in this project.

Firm: Bette & Cring, LLC

Date: 3/25/19

By: [Signature]

(Typed)

Title: Member

MBE-2

BETTE & CRING, LLC
5th Century 104 Drive
Suite 291
Latham, New York 12110
New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision: Recertification
(nature of change)

State Use Only

AT sponsor no.: 22126
ATP code: 12037A
Effective date of AT program: 3/22/93.

1. Name of sponsor: Betle & Cring, LLC
2. Mailing address: 22 Century Hill Drive, Latham, NY, 12110, Albany
(number & street) (city) (state) (zip code) (county)
3. Actual address: same
(number & street) (city) (state) (zip code) (county)
4. Telephone no.: 518-213-1010 (telephone #) 518-213-1020 (fax #)
5. Trade/Occupation: Carpenter Heavy Highway
(non-standard)
8. ISC code: 1510
9. DOT code: 880.381-042
10. Length of program: 36 months
11. Apprentice probationary period: 9 Months
12. Work process: Standard or Revised
13. Minimum journeyworker rate: $26.39 per hour
14. Effective date of wages: 7/1/09
15. Apprentice wage progression for each period - in months (M) or hours (H):

<table>
<thead>
<tr>
<th>M</th>
<th>H</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3000</td>
<td>3001-4500</td>
</tr>
<tr>
<td>4501-6000</td>
<td>60%</td>
</tr>
</tbody>
</table>

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

17. Signature of official sponsor representative

Peter Betle, member
Print name and title

18. Signature of union representative

Print name, title, and union name

Signed New York State Department of Labor

Date: 11/6/15

AT 10 (07-10)
NON-DISCRIMINATION PLAN
(SHORT FORM)

A. **EQUAL OPPORTUNITY PLEDGE**: OUR COMPANY RECOGNIZES THAT ALL PERSONS SHALL HAVE EQUAL OPPORTUNITY IN EMPLOYMENT AND APPRENTICESHIP TRAINING, and agrees to adhere to the following:

"The recruitment, selection, employment, and training of apprentices during the apprenticeship shall be without discrimination because of race, creed, color, religion, national origin, age, sex, disability, veteran status, marital status, or arrest record. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30; Title 12 of the Official Compilation Of Codes, Rules and Regulations of the State of New York, Part 600; and the Americans with Disabilities Act of 1990.

B. **SEXUAL HARASSMENT PREVENTION POLICY**: OUR POLICY IS THAT SEXUAL HARASSMENT IS PROHIBITED. This policy applies to internal activity towards employees, interaction between employees and actions and treatment directed towards employees, from any person or persons at the worksite whether or not they are employees of this organization.

Equal Employment Opportunity Commission (EEOC) guidelines provide that verbal or physical conduct of a sexual nature may constitute sexual harassment when:

- submission to such contact is made either explicitly or implicitly a term or condition of an individual's employment.
- submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

When an employee has a complaint of sexual harassment, the complaint should be brought promptly to the attention of his/her immediate supervisor, or to the next level of supervision. These persons have the authority and responsibility to resolve the complaint. If the complaint is not satisfactorily resolved, the employee has the right to contact the NYS Division of Human Rights and the Federal Equal Employment Opportunity Commission. The complaint will be investigated; if substantiated, prompt action will be taken to stop the harassment immediately and prevent recurrence.

if an employee is an apprentice, the program's apprenticeship administrator and the NYS Division of Equal Opportunity Development must be notified of the complaint.

C. **MINIMUM QUALIFICATIONS AND SELECTION STANDARDS**: it is agreed that the minimum qualifications and selection standards utilized will be those listed on Form AT 505, Notice of Apprentice Training Opportunity, and Form AT 508. Selection Standards and Evaluation, attached.

D. **RECRUITMENT**: It is agreed that the sponsor will recruit applicants for apprenticeship by (Check One):

- Listing all apprentice openings with the NYS Department of Labor Division of Employment Services for a minimum of five full working days before selections are made.

- Limiting recruitment to present employees of the sponsor and/or union members of the union sponsoring the apprenticeship program. Resulting vacancies will be listed with the NYS Department of Labor Division of Employment Services.

- Recruiting apprentices by methods other than those above. A detailed statement of the recruitment method must be attached and approved by the Commissioner of Labor prior to being used.

On behalf of the above named sponsor, I certify that it is our intent to fulfill these Equal Opportunity Standards.

Signature of Sponsor: _____________________________ 

Date: 11/6/15

Approved by: _____________________________ 

NYS Department of Labor, Division of Equal Opportunity Development

Date: 2/3/15

Sponsor Name: Bette & Cring, LLC.

Sponsor Code: 22126

No. of Appr.: 1

Trade: Carpenter Heavy Industry

Trade Code(s): 12037A

AT 502 (1-01) RECEIVED

REF NOV 23 2015

APPRENTICE TRAINING CENTRAL OFFICE
BID BOND

(To be submitted, at the option of the bidder, in lieu of certified check for guarantee.)

KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the "principal")

Bette & Cring, LLC

(name of contractor)

22 Century Hill Drive, Latham, New York 12110-2128

(address)

and Travelers Casualty and Surety Company of America

(name of surety)

of One Tower Square, Hartford, Connecticut 06183

(address)

(hereinafter called the "surety") are held and firmly bound unto the County of Albany (hereinafter called the "owner") in the full and just sum of:

Five Percent of Attached Bid

Dollars ($ 5% )

good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and one, the said principal binds himself, his heirs, executors, administrators, successors or assigns and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Whereas said principal has submitted to the County of Albany a certain bid, attached hereto and hereby made a part hereof to enter into an agreement for Project No. 18-C539, Superstructure Replacement of CR202 (School Rd) over Black Creek BIN 3301170 and Deck Replacement of CR353 (Delaware Tpk) over Ten Mile Creek BIN 3301470 (hereinafter called the "project").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT

a) If said bid shall be rejected, or

b) If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created of said bid, or

c) In the event of the failure of the principal to enter such contract and give such bonds, if the principal shall pay to the owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the total amount of this obligation as herein stated.
The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, we have executed this bond the 28th day of March, 2019.

PRINCIPAL(s):

Bette & Cragg, LLC

(L.S.)

(Printed Name)

Peter Bette, Member

(L.S.)

(Printed Name)

(Surety)

(Surety)

By: 

P. J. Clyne, Attorney-in-Fact

(Printed Name of Attorney-in-Fact)

NOTE: The surety company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of New York.
Acknowledgment by Principal:

If Individual or Individuals:

State of_____________________
County of_____________________

On this_______day of_____________________, 2019, 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_______________________________
My commission expires_____________________

If Corporation:

State of New York
County of Albany

On this _____28th_____day of_______March______, 2019, before me personally appeared__________________________, to me known, who, being by me sworn, did say that he resides at (give address)

48 Devonshire Drive, Slingerlands, New York 12159.

that he is the (give title) Member ____________________________ of the (name of corporation)

Bette & Cring, LLC ____________________________, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; 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 Rensselaer County
My commission expires 01/04/2022
Acknowledgment by Surety Company:

If Individual or Individuals:

State of 
County of 

On this ______ day of ____________, 2019, 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 _______________________
My commission expires _____________

If Corporation:

State of New York
County of Albany

On this 28th day of March, 2019, before me personally appeared ________, to me known, who, being by me sworn, did say that he resides at (give address) ________, that he is the (give title) Attorney-in-Fact of the (name of corporation) Travelers Casualty and Surety Company of America, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; 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 Rensselaer County
My commission expires 01/04/2022
State of New York,
County of Albany)

On this 28th day of March, 2019, before me personally appeared Peter Bette, to me known, who, being by me duly sworn, did depose and say: That he/she resides in Slingerlands, New York; that he is a Member of Belle & Oring, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.

[Signature]
Rensselaer County
Comm. Exp. 01/04/2022
<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES &amp; SURPLUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH AND INVESTED CASH</td>
<td>$ 44,559,058</td>
</tr>
<tr>
<td>BONDS</td>
<td>3,617,095,104</td>
</tr>
<tr>
<td>STOCKS</td>
<td>289,529,013</td>
</tr>
<tr>
<td>INVESTMENT INCOME DUE AND ACCRUED</td>
<td>33,672,391</td>
</tr>
<tr>
<td>OTHER INVESTED ASSETS</td>
<td>2,450,397</td>
</tr>
<tr>
<td>PREMIUM BALANCES</td>
<td>274,815,065</td>
</tr>
<tr>
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STATE OF CONNECTICUT  
COUNTY OF HARTFORD  
CITY OF HARTFORD  


SECOND VICE PRESIDENT

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint T.M. Tyrrell of Albany, New York, their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut
City of Hartford ss.

By: ____________________________
    Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

[Seal]

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, or any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, or any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, or any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, or any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary, duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing President, Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of March, 2019

[Seal]

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3890.

Please refer to the above-named Attorney-In-Fact and the details of the bond to which the power is attached.
10
March 29, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval to enter into an agreement with Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of Albany County’s DPW Highway Maintenance Plan, we are planning on not only paving the 7 miles of Cold-In-Place Recycling Roads previous approved by the Albany County Legislature, but we plan on milling off 2” of existing top course asphalt and repaving with 2” of new top course asphalt on another 20.2 miles of County Roads. The following roads are scheduled for Mill/Fill:

- CR1 (Switzkill Rd.) from NY85 to NY443 (Towns of Berne & Westerlo) ≈7.7 miles
- CR11 (Case Hill Rd.) from NY85 to CR412 (Town of Berne)≈0.6 miles
- CR13 (Sickle Hill Rd.) from CR1 to CR6 (Town of Berne)≈4.7 miles
  [2.6 miles to be Cold-In-Place Recycled, 2.1 miles to be milled]
- CR 405 (Sunset Hill Rd.) from CR402 to NY32 (Town of Westerlo)≈3.6 miles
- CR412 (Airport Rd. from CR11 to NY143 (Town of Westerlo)≈5.4 miles

The entire Hauling & Placing Contract will be paid for by the States CHIPS Program. The County fronts the money and then submits to the State for reimbursement.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff reviewed the bids and recommended the award of this contract to Callanan Industries, Inc. in the amount not to exceed $3,037,752.14.

We have included copies of all correspondence along with the bid tabulation sheet. If you have any questions regarding this request, please feel free to contact my office.
Sincerely,

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization With Callanan Industries, Inc. for Hauling and Placing

Date: April 1, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep. Attending Meeting: Lisa Ramundo

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) 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):
Callanan Industries, Inc.
PO Box 15097
Albany, NY 12212

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

Amount/Raise Schedule/Fee: $3,037,752.14
Scope of Services:
Hauling and Placing of Asphalt Concrete

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

CONCERNING ALL REQUESTS

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

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

Appropriation Account and Line: D95112.4075
Appropriation Amount: $3,037,752.14

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

Term
Term: (Start and end date) 7/1/19-11/30/19
Length of Contract: 5 Months

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

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

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of the County DPW's Highway Maintenance Plan we will be milling and repaving with 2" of new top course asphalt on 20.2 miles of County Roads. The following roads are scheduled for Mill/Fill:

- CR1 (Switzkill Rd.) from NY85 to NY443 (Towns of Berne & Westerlo) = 7.7 miles
- CR11 (Case Hill Rd.) from NY85 to CR412 (Town of Berne) = 0.6 miles
- CR13 (Sickle Hill Rd.) from CR1 to CR6 (Town of Berne) = 4.7 miles
  [2.6 miles to be Cold-In-Place Recycled, 2.1 miles to be milled]
- CR 405 (Sunset Hill Rd.) from CR402 to NY32 (Town of Westerlo) = 3.6 miles
- CR412 (Airport Rd. from CR11 to NY143 (Town of Westerlo) = 5.4 miles

This is in addition to the 7 miles of Cold-In-Place Recycling projects that were recently approved by the Legislature. The Hauling & Placing Contract will be fully reimbursed by the NYS CHIPS Program. The County Purchasing Agent received three (3) bids for this project. Our engineering staff reviewed the bids and recommended the award of this contract to Callanan industries, Inc. in the amount not to exceed $3,037,752.14.
MEMORANDUM

TO: Lisa Ramundo
Public Works

FROM: Karen Storm
Purchasing Agent

DATE: March 29, 2019

RE: RFB #2019-034 Hauling & Placing Asphalt Concrete

I am in receipt of your recommendation to award the aforementioned Request for Bids to Callanan Industries in the amount of $3,037,752.14.

As Callanan Industries is the low responsive and responsible bidder, I concur with your recommendation.

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

TO: Karen Storm, Purchasing Agent
FROM: Lisa Ramundo, Commissioner
DATE: March 29, 2019
RE: Project No. 19-C542
    RFB #2019-034
    2019 Hauling & Placing Asphalt Concrete
    on Various County Roads

I have reviewed the bid results for Bid #2019-034 for 2019 Hauling & Placing Asphalt Concrete on Various County Roads. I would like to recommend the low bidder, Callanan Industries, Inc. be awarded the bid for a total bid price of $3,037,752.14.

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

LR:ct
Memorandum

TO: Lisa Ramundo, Commissioner
FROM: Bill Anslow, Civil Engineer
DATE: March 29, 2019
RE: Project #19-C542 (Bid #2019-034)
     Hauling and Placing Asphalt Concrete
     on Various County Roads

Having reviewed the three (3) proposals that were received regarding the subject project, Albany County DPW Engineering Division recommends the contract be awarded to Callanan Industries Inc. who has the lowest total bid price of $3,037,752.14.

Please let me know if you have any questions.

WA:ct
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**TOTAL**  
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$3,037,752.14
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**TOTAL**

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<td>$3,145,008.32</td>
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NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2019-034

Sealed bids for Hauling & Placing Asphalt Concrete on Various County Roads, Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street. Room 820, Albany, New York 12207 until 11:00 a.m. on Thursday, March 28, 2019.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located at: Various County roads in Albany County

The work includes: Hauling and placing asphalt concrete on County roads in various towns throughout Albany County, or as directed by the Commissioner of Public Works, or her representative.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version 6) and may be obtained at the office of the Albany County Purchasing Agent listed above at a cost of $10.00 deposit per CD to the prospective bidder. If more than one CD is requested, a nonrefundable cost of $5.00 service charge will be charged. The deposit will be returned to those bidders who return usable CD's with the bid, or within 30 days of their bid submission. Unmarked includes in good, reusable condition.

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

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

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

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (3/14/19)

THE EVANGELIST
TIMES UNION

NTB-1
HIGHWAY IMPROVEMENT PROJECT
ON VARIOUS COUNTY ROADS
ALBANY COUNTY A-19
PROJECT NO. 90-C5-02
ALBANY COUNTY — 2018
Certificate of Completion
for Apprenticeship Training
under standards approved by
the Commissioner of Labor

THIS IS TO CERTIFY THAT

Austin L. Smith

has served an apprenticeship of 3 Year(s)
In the occupation of:
Cplg. Engineer (Universal Equipment)

and is a qualified Journeyworker.

Given at Albany, NY, on 10/18/2018
The Department of Labor, on behalf of the State of New York, issues this
Certificate of Completion of Apprenticeship Training
to certify that

Austin L Smith

HAS SERVED AN APPRENTICESHIP OF 3 YEAR(S)

IN THE OCCUPATION OF: Optg. Engineer (Universal Equipment)

IN THE EMPLOY OF: Operating Engineers JAC Albany LU #106

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: Optg. Engineer (Universal Equipment)

GIVEN AT ALBANY, NEW YORK, ON: Thursday, October 18, 2018

Roberta Reardon
Commissioner of Labor

Andrew M. Cuomo, Governor
Certificate of Completion of Apprenticeship Training

The Department of Labor, on behalf of the State of New York, issues this certificate to

Patrick Reinisch

to certify that

HAS SERVED AN APPRENTICESHIP OF 2 YEAR(S)
IN THE OCCUPATION OF: Skilled Construction Craft Laborer
IN THE EMPLOY OF: Eastern New York Laborers Training Center
UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR
AND IS A QUALIFIED: Skilled Construction Craft Laborer

GIVEN AT ALBANY, NEW YORK, ON: Tuesday, April 10, 2018

Robert Reardon
Commissioner of Labor
Andrew M. Cuomo, Governor
March 19, 2019

To Whom It May Concern,

Callanan Industries, Inc. is currently a signatory contractor with the Upstate New York Operating Engineers Local 158 which gives them full access to Local 106 Training and Apprenticeship Fund NYS Certified Apprenticeship Training program.

Our apprenticeship program is in good standing and in full compliance with all NYS Department of Labor apprenticeship laws, regulations and policies.

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

Very truly yours,

Daniel J. McGraw
Chairman

DJM/mm
Apprentice Training Program Registration Agreement

Revision ☐
Nature of Change:

Building 2 47.18 to 42.28
Building for Broome, Chango and
Town $37.50 to $39.46

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<tr>
<td>AT Sponsor No.</td>
</tr>
<tr>
<td>ATP Code</td>
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<tr>
<td>Effective Date of AT Program</td>
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1. Name of Sponsor: OP Engineers JAC Albany LU#106
2. Mailing Address: 44 Hannay Lane Glenmont NY 12077 Albany
   (number & street) (city) (state) (zip code) (county)
3. Actual Address: same as above
   (number & street) (city) (state) (zip code) (county)
4. Telephone No.: 518-431-1044 Ext. 518-431-1048 Fax No.
5. E-mail Address: bosay@nysdot.state.ny.us
6. Trade/Occupation: Operating Engineer (universal equipment)
9. DOT Code: 859-683-010 10. Length of Program: 36 months
11. Apprentice Probationary Period: 9 months
12. Work process: Standard ☐ or Revised ☐
13. Minimum Journeyworker Rate: $41.27 per Building 3 38.46 - Building (Broome, Chenango, Town)
14. Effective Date of Wages: 07/11/2018
15. Apprentice wage progression for each period – in months (M) or hours (H)

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

17. Signature of Official Sponsor Representative
18. Signature of Union Representative
19. Signature New York State Department of Labor

AT 10 (4-16)
Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.

2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.

3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.

4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.

5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.

6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.

7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.

8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.

9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.

10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.

11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.

12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.

13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.

14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the request.

15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.

16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.

17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.

18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.

19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.
March 18, 2019

Re: Callanan Industries

To Whom It May Concern:

Callanan Industries is a signatory contractor with Laborers Local #190 & #157. By being a signatory contractor, Callanan Industries signed a collective bargaining agreement.

Within this agreement the signatory contractor has access to Laborers Local #190 & Local #157 registered & approved NYS Apprenticeship Program in which Callanan Industries has utilized in the past.

If you should have any questions please contact me at 426-0290.

Sincerely Yours,

[Signature]

Anthony M. Crisorio
Apprentice Coordinator
Apprentice Training Program Registration Agreement

Revision  
Nature of Change: Rate Change  
*Heavy Highway  

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<td>Effective Date of ATP Program</td>
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1. Name of Sponsor: Eastern NY Laborers Training Center  
2. Mailing Address: 666 Wemple Rd, Glenmont, New York, 12077, Albany  
3. Actual Address: same  
4. Telephone No.: 518-426-0290, Ext.  
5. E-mail Address:  
6. Trade/Occupation: Skilled Construction Craft Laborer  
7. No. Employees: 1100  
8. No. Apprentices: 26  
11. Length of Program: 24 months  
12. Work process: Standard  
13. Minimum Journeymen Rate: $31.14 per hour  
14. Effective Date of Wages: July 2018  
15. *Heavy Highway/Building Zone A IU190 = $31.14/$27.01 ZoneB IU190 = $29.80/$22.50  
16. Apprentice wage progression for each period - in months (M) or hours (H) Local 157=$31.55/28.74:  

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

17. Signature of Official Sponsor Representative: Anthony M. Criscio  
18. Date: 8/2/18  
19. Signature of Union Representative:  

Print Name and Title: Approver  
Print Name, Title, and Union Name:  

Date: 11/30/18  

19. Signature New York State Department of Labor  

AT 10 (4:16) SEP 21 2018  

Central Office
Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.

2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.

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PROJECT MANUAL

FOR

PROJECT NO. 19-C542
(BID #2019-034)

HAULING AND PLACING ASPHALT CONCRETE
ON VARIOUS COUNTY ROADS

HIGHWAY IMPROVEMENT PROJECT

VARIOUS TOWNS
ALBANY COUNTY

MARCH 2019
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NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2019-034

Sealed bids for Hauling & Placing Asphalt Concrete on Various County Roads, Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 820, Albany, New York 12207 until 11:00 a.m. on Thursday, March 28, 2019.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located at: Various County roads in Albany County

The work includes: Hauling and placing asphalt concrete on County roads in various towns throughout Albany County, or as directed by the Commissioner of Public Works, or her representative.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version 6) and may be obtained at the office of the Albany County Purchasing Agent listed above at a cost of $10.00 deposit per CD to the prospective bidder. If more than one CD is requested, a nonrefundable cost of $5.00 service charge will be charged. The deposit will be returned to those bidders who return usable CD's with the bid, or within 30 days of their bid submission. Unmarked includes in good, reusable condition.

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

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

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

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (3/14/19)

THE EVANGELIST
TIMES UNION

NTB-1
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: Project #19-C542
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

BID NUMBER: 2019-034

Receipt Confirmation Form

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

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

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

Company Name: ________________________________

Address: _______________________________________

City: ___________________ State: ___________ Zip Code: ___________

Contact Person/Title: _____________________________

Phone No: ____________________ Fax No: ______________________

Email: ________________________________

If a bidder/proposer meeting has been arranged for this bid/RFP, please indicate if you plan to attend: Yes _____  No _____

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

Courier Collect: ___________________ Mail ______________________

RCF-1
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207

NON-BIDDER RESPONSE

PROJECT NO. 19-C542
(BID #2019-034)

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

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

________________________________________

________________________________________

Vendor Name: ___________________________
Contact Person: _________________________
Address: _______________________________
Telephone: _____________________________
COUNTY OF ALBANY
REQUEST FOR BIDS

GENERAL INSTRUCTION TO BIDDERS

BID DISTRIBUTION - IMPORTANT NOTICE

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

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

SECTION 1: BID IDENTIFICATION

1. Project Identification

   1.1 Project Number: 19-C542 (Bid #2019-034)
      Letting (Bid Date): March 28, 2019
      Title: Hauling & Placing Asphalt Concrete on Various County Roads
             Highway Improvement Project

   1.2 Engineer: Albany County Department of Public Works
                  449 New Salem Road
                  Voorheesville, New York 12186
                  (518) 765-2786
                  (518) 765-3459 fax

SECTION 2: PURPOSE

2.1 The work site is located at: Various County roads throughout Albany County.

The work includes: Hauling and placing asphalt concrete on County roads in various towns throughout Albany County, or as directed by the Commissioner of Public Works or her representative.

2.2 Minority Business Enterprises (MBE’s) and Women Business Enterprises (WBE’s) are encouraged to apply.

2.3 The apparent successful bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC-19 of the Albany County Affirmative Action Plan, attached hereto.
SECTION 3: BIDDING DOCUMENTS

3.1 Complete sets of the bidding documents may be obtained or examined as stated in the Notice to Bidders.

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

SECTION 4: SUBMISSION OF BIDS

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00 a.m. on March 28, 2019, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, New York 12207

4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

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

5.2 This is a fixed unit price contract and the contractor will not be entitled to extra reimbursement due escalation of cost for inflation.

SECTION 6: BID SECURITY

6.1 Each bid must be accompanied by a bid bond or certified check in the amount of 5% of the total bid amount in words and numbers in United State currency, drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany County. If bid accepted, the successful bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. Bid security shall be included with bid at time of bid opening. Failure to do so may cause rejection of the bid as materially incomplete.
6.2 The bid security of the successful bidder will be retained until such bidder has executed the contract and furnished the required contract security, whereupon it will be returned. If the successful bidder fails to execute and deliver the contract and furnish the required contract security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the bid security of that bidder will be forfeited.

6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful bidder.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence if the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the County within five days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: LIQUIDATED DAMAGES

8.1 Time is of the essence with this Agreement. Albany County will suffer financial loss if the work is not completed within the times specified, plus any extensions thereof. Delays, expense and difficulties will be involved in proving the actual loss suffered by Albany County if the work is not completed on time. Accordingly, instead of requiring such proof, Albany County and the success bidder will agree that as liquidated damages for delay (but not as a penalty), the successful bidder shall pay Albany County six hundred dollars ($600.00) for each day that expires after the time specified for substantial completion until the work is substantially complete. After substantial completion, if the successful bidder shall neglect, refuse or fail to complete the remaining work within the time specified for completion and readiness for final payment or any proper extension thereof granted by Albany County, the successful bidder shall pay Albany County six hundred dollars ($600.00) for each day that expires after the time specified for completion and readiness for final payment.

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue bidding documents to a prospective bidder should bidder be in default for any of the following reasons:

a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the bidding documents as a requirement for bidding.
b) Bidder’s failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the County issues the bidding documents to a prospective bidder.

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

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

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

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

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

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

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

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

SECTION 10: PREVAILING WAGE

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

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions, call the NYS Department of Labor at (585) 258-4505. Actual rates are available the internet at http://198.22.236.39/prevaling_wage_home.shtml, or from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five years from the project’s date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: name, social security number, classification(s) in which the work was
employed, hourly wage rates paid, supplements paid or provided, and daily and weekly number of hours worked in each classification.

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

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (NC-1 to NC-2) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

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

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

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

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

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

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

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

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.
SECTION 14: SPECIFICATION CLARIFICATION

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

Karen A. Storm  
Albany County Purchasing Agent  
112 State Street, Room 820  
Albany, New York 12207  
(518) 447-7140  
(518) 447-5588 (fax)  
Karen.storm@albanycountyny.gov

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

a) the execution of a contract by Albany County; or

b) as otherwise rejected by Albany County.

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

a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;

b) Completeness of the bid; and

c) Bidder’s demonstrated capabilities and professional qualifications.

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

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from NYS contracts, other County contracts or NYS Preferred Sources within its discretion.
SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

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

SECTION 17: AWARD OF BID

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

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

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and Albany County attorney, or its cash equivalent, equal to 100% of the total bid is required of the successful bidder. The successful bidder to whom the contract is awarded shall, within seven days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

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

SECTION 19: INSURANCE REQUIREMENTS

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

See Pages SC-6 through SC-11 for insurance requirements.

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: NOT USED

SECTION 23: NOT USED

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

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

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

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

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

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

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

SECTION 25: MACBRIDE PRINCIPLES

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

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and nonprofit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to
comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

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

"RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter "contractor") as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

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

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

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents (Attachment NWA-1).

SECTION 27: APPRENTICESHIP TRAINING PROGRAMS

Contractors on an Albany Construction Project with an anticipated total project cost of more than $250,000 are subject to the following:

A. In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003, Resolution No. 251-a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the New York State Labor Law, contractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of $250,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with Albany County.

B. A bidder who submits a bid for a County construction contract for which the contract amount is $250,000 or more shall submit with the bid package the following documents for each apprentice agreement intended to meet the requirements of Res. No. 373 for 2018:

(1). A copy of the current New York State Department of Labor (NYS DOL) "Apprentice Training Program Registration Agreement" (NYS
DOL Agreement) issued to the bidder as a sponsor —or— issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND

(2). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.

C. Prior to entering into a construction agreement with Albany County, a contractor shall submit, Certificates of Completion showing that the contractor, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. If a contractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying its signatory status.

Note: Apprenticeship agreements which are in probationary status shall be exempt from the graduation requirement during the period of probationary status, and apprenticeship agreements in place as of August 13, 2018 which were in probationary status during the period preceding the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the graduation requirement for a period measured from the date of the apprenticeship program is registered with the New York State Department of Labor, plus the specific trade’s program length, plus two years.

D. The contractor shall submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and shall provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from its apprenticeship program.

E. If a contractor utilizes a subcontractor on the project, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor’s sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. The contractor shall submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to a subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying the signatory status.
SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least Two Hundred Fifty Thousand Dollars ($250,000), shall require that all laborers, workers and mechanics employed in the performance of the work on the public work site either by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

SECTION 30: NOT USED

SECTION 31: INTERPRETATION

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

SECTION 32: NON-APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/proposer hereby represents that said contractor/proposer is in compliance with NYS General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:

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

b) Acted as a financial institution and extended $20 million or more in credit to another person for 45 days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

a) 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

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b) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

Part A. General Contracts. [TO BE USED WITH ALL BIDS AND CONTRACTS FOR PROJECTS, SERVICES AND PURCHASES POTENTIALLY AFFECTING SURFACE WATER QUALITY]
Bidder/Proposer understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder/Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards.
Bidder/Proposer agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County’s Stormwater Management Program Plan. Bidder/Proposer also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder/Proposer’s own liability. Bidder/Proposer shall execute and deliver to the County a certification statement acknowledging the above provisions (see Sheet MS4-1).

SECTION 35: INSPECTION

This project will be inspected on a regular daily basis following procedures and standards similar to that enforced by New York State Department of Transportation (NYSDOT). Contractor will be held to the same standards for construction and materials as that required by NYSDOT.
BID PROPOSAL

FOR

PROJECT NO. 19-C542
(BID #2019-034)

HAULING AND PLACING ASPHALT
CONCRETE ON VARIOUS COUNTY ROADS

HIGHWAY IMPROVEMENT PROJECT

VARIOUS TOWNS
ALBANY COUNTY

MARCH 2019

SUBMITTED BY:

__________________________________________

__________________________________________

/__________________________________________

Telephone No.       Fax No.

__________________________________________

Email Address
BID FORM

Project Identification

Project Number: 19-C542 (BID # 2019-034)
Letting (Bid Date): March 28, 2019
Title: Hauling & Placing Asphalt Concrete on Various County Roads
       Highway Improvement Project

This bid is submitted to:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, New York 12207

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an
agreement with the County of Albany in the form included in the contract documents to
complete all work as specified or indicated in the contract documents for the contract price
and within the contract time indicated in this bid and in accordance with the contract
documents.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including
without limitation, those dealing with the deposition of bid security. This bid will remain
open for 90 days after the day of bid opening. Bidder will sign the Agreement and submit
the contract security and other documents required by the contract documents within 15
days after the date of owner's Notice of Award.

3. In submitting this bid, bidder represents, as more fully set forth in this Agreement, that:

(a) Bidder has examined copies of all the contract documents and of the following Addenda:
(If none, so state)

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
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</thead>
</table>

BF-1
(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

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

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

4. Bidder will complete the work, for the prices listed in the bid schedule.

5. The bidder further understands and agrees that he is to furnish and provide for the price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforementioned conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount referred to as the unit price bid.

6. The bidder further agrees to accept the aforementioned unit bid prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.

7. The bidder further agrees that at any time during the progress of the work the County adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with Article II of the General Conditions.

8. Bidder agrees that the work will be substantially completed within the number of calendar days or by the specific date indicated in the Agreement.

9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

10. The following documents are attached to and made a condition of this bid:

   a) Required bid security in the form of Bid Bond (Pages BB-1 thru BB-4), or a certified check and a letter from a bonding company indicating their intent to furnish the bonds required under the contract (Offer of Surety pages OS-1).

   b) Certified copy of Resolution of Board of Directors (if bidder is a corporation) (Page CCR-1).
c) Non-Collusion Form (Page NC-1 & NC-2).

d) Non-Interruption of Work Agreement (NWA-1).

e) Apprenticeship Training Program—required documentation as per Section 27 of the General Instructions to Bidders.

f) Stormwater Discharges for Small Municipal Separate Storm Sewer Systems (MS4) Certification (Page MS4-1)

g) Iranian Energy Divestment Certification (Page IEDC-1)

h) Bidder Qualification Questionnaire (Pages BQQ-1 thru BQQ-3).

i) Vendor Responsibility Questionnaire (Pages VRQ-1 to VRQ-4)

j) Acknowledgment by Bidder (Page AB-1).

k) Schedule of MBE/WBE participation (Pages MBE-1 & MBE-2).

11. Communications concerning this bid shall be addressed to:

Name: 

Company: 

Address: 

Phone No: 

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

Project No. 19-C542 (BID #2019-034)
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

______________________________
Company

______________________________
Address

______________________________
City, State, Zip

______________________________
Telephone

______________________________
Fax

______________________________
Federal Tax ID No.

______________________________
Representative

______________________________
Signature/Title

______________________________
Date
If bidder is:

**An Individual**

By ____________________________ (SEAL)

(Individual’s Name)

doing business as ____________________________

Business address: ____________________________

__________________________________________

Phone Number: ( ) ____________________________

**A Partnership**

By ____________________________ (SEAL)

(Firm Name)

__________________________________________ (General Partner)

Business address: ____________________________

__________________________________________

Phone Number: ( ) ____________________________

**A Corporation**

By ____________________________

(Corporation Name)

__________________________________________ (State of Incorporation)

By ____________________________

(Name of person authorized to sign)

__________________________________________ (Title)

(Corporate Seal)

Attest ____________________________

(Secretary)

Business Address: ____________________________

__________________________________________

Phone Number: ( ) ____________________________

**A Joint Venture**

By ____________________________

(Name)

__________________________________________ (Address)

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

1. The contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County’s need to know when jobs become available in the community.

2. The contractor is encouraged to notify the County when the contractor has or is about to have a job opening for a full time position within Albany County or any other contiguous County. The County requests that notice be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).

3. Please provide notice of job vacancies in writing to:

   Albany County Job Alert Line
   Albany County Dept. of Social Services
   162 Washington Avenue
   Albany, New York 12110
   (518) 447-7613
   (518) 447-7678 fax

4. The contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.
<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>QUANTITIES</th>
<th>ITEMS WITH UNIT PRICE WRITTEN IN WORDS</th>
<th>DOLLARS</th>
<th>CENTS</th>
<th>DOLLARS</th>
<th>CENTS</th>
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<td>Hot Mix Asphalt, F9, Shim Course</td>
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<td>Asphalt Concrete Testing Services</td>
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<td>FOR Per L.F.</td>
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<td>BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2019)</td>
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<td>Please make sure a bid in entered for each item. If it is your intent to bid zero, enter 0.</td>
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<td>HAULING &amp; PLACING SUBTOTAL</td>
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</table>
April 4, 2019

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

Dear Chairman Joyce:

Albany County Executive’s Office is requesting to contract with the City of Albany to allow for installation of bollards and a pavement coating in front of the Times Union Center along South Pearl Street. The bollards would be installed outside of the crosswalks on S Pearl adjacent to Beaver St. and Hudson Ave. The pavement coating would be installed between said bollards. The City of Albany requires a contract before this installation can occur.

Please don’t hesitate to contact me if you have any questions or need additional information.

Sincerely,

Daniel P. McCoy
Albany County Executive

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

Description (e.g., Contract Authorization for Information Services):
Permission to Enter into an MOU with the City of Albany for Bollard and Pavement Coating Installation Along S Pearl

Date: 4/5/2019
Submitted By: Michael Lalli
Department: County Executive’s Office
Title: Policy Analyst
Phone: 518-447-5642
Department Rep.
Attending Meeting: Michael Lalli

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) License Agreement

Contract Terms/Conditions:

Party (Name/address):
City of Albany, 24 Eagle St., Albany, NY

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

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Current Budget: Yes ☐ No ☐
Justification: (state briefly why legislative action is requested)

Albany County DPW is requesting to contract with the City to allow for installation of bollards and a pavement coating in front of the Times Union Center along S Pearl Street. The bollards would be installed outside of the crosswalks on S Pearl adjacent to Beaver St and Hudson Ave. The pavement coating would be installed between said bollards. The City of Albany requires a contract before this installation can occur.
April 8, 2019

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

Re: Copiers

Dear Chairman Joyce:

The Department of General Services respectfully requests legislative approval to enter into a four (4) year lease and maintenance agreement with Ricoh USA, Inc. for the County printing and copying center for the amount not to exceed $109,436.74.

This lease agreement is for high speed monochrome production unit (Pro8220S), a full color unit (ProC5200S), graphics package, booklet finishers and document folder, all software, hardware, training maintenance and staples.

Purchasing Department had no objections to the proposals received and referenced the Fairfax County Virginia’s contract award and suggested we piggyback said contract award.

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

Sincerely,

David M. Latina
Commissioner
Department of General Services

DML:pl
Enclosures

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

Description (e.g., Contract Authorization for Information Services):
Authorizing an Agreement With Ricoh USA, INC. Regarding the Lease and Maintenance of High Speed and Color Copiers for the County Printing and Copying Center

Date: March 8, 2019
Submitted By: David M. Latina
Department: Department of General Services
Title: Commissioner
Phone: 447-7202
Department Rep.
Attending Meeting: David M. Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
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):
Ricoh USA, Inc.
15 Britch American Blvd.
Latham, New York 12110

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

Amount/Raise Schedule/Fee: 109,436.74
Scope of Services: Copier Lease for County Print Shop

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: AA1670 4 470
Appropriation Amount: $106,277.22

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

Term
Term: (Start and end date) 7/1/2019-6/30/2023
Length of Contract: 4 years

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Resolution No. 277 for 2014
Date of Adoption: 8/11/2014

Justification: (state briefly why legislative action is requested)

The Department of General Services respectfully requests legislative approval to enter into a four (4) year lease and maintenance agreement with Ricoh USA, Inc. for the County printing and copying center for the amount not to exceed $109,436.74.

This lease agreement is for high speed monochrome production unit (Pro 8220S), a full color unit (ProC5200S), graphics package, booklet finishers and document folder, all software, hardware, training maintenance and staples.

Purchasing Department had no objections to the proposals received and referenced the Fairfax County Virginia’s contract award and suggested we piggyback said contract award.

Please note that the County will realize a cost savings of over $12,000 a year with this new 4 year lease.
MEMORANDUM

TO: David M. Latina
FROM: Karen Storm
DATE: April 9, 2019
RE: Department of General Services Print Shop Copier Production

The Purchasing Division has secured pricing for the above mentioned copier through the US Communities national cooperative contract with Ricoh. This contract was competitively solicited by the County of Fairfax, Virginia. Prices shall remain firm for the entire contract term.

Cc:
US Communities  
Contract #4400003732  
Department of General Services Print Shop Copier Production

**Four Year Term (16 Quarters)**

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<thead>
<tr>
<th>Device Description</th>
<th>Rate</th>
<th>Amount</th>
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<tr>
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<td>$40,131.36</td>
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<tr>
<td>Quarterly Avg Images B&amp;W (257,785)</td>
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<td>PROC5200s Color Device (Quarterly)</td>
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<td>Quarterly Avg Images B&amp;W (31,870)</td>
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<tr>
<td>Quarterly Avg Images Color (29,864)</td>
<td>0.039</td>
<td>$18,636.14</td>
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$109,436.74
County of Fairfax, Virginia

NOTICE OF AWARD

Date: FEB 11 2013

CONTRACT TITLE: Multi-Function Devices and Related Services

RFx NUMBER: RFP2000000264

CONTRACT NUMBER: 4400003732

COMMODITY CODE: 98559, 96661, 92031, 92037, 6044, 60072, 20880, 92045, 83885

CONTRACT PERIOD: Date of award through June 30, 2016

RENEWALS: Six (6) One-Year or Any Combination Thereof

SUPERSEDES: 4400002543

CONTRACTOR:
Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

Contact: Stu Parker
Telephone: 720-344-5566
Fax: 973-882-2000
E-mail: Stuart.Parker@ricoh-usa.com

TERMS: Net 30 Days

FOB: Destination

PRICES: Reference Attached Pricing Schedule

DPSM CONTACT: Teena L Stewart, CPPB, Contract Specialist II
Telephone: 703-324-3227
Fax: 703-324-3228
E-mail: teena.stewart@fairfaxcounty.gov

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3228
ORDERING INSTRUCTIONS:
Any county department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold ($10k) will be routed to DPSM and a purchase order will be executed.

Teena L Stewart, CPPB
Contract Specialist II

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
DIT – Alsaneh Tibbs/e
DIT – David Fochter/e
DIT – Tom Rose/e
FCPS – Kim Dickinson/e

Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
DIT – Mike Dally/e
FCPS OPS – Michelle Holiman/e
FCPS – Jean Welsh/e
Multifunction Devices/Managed Print Services

Lead Agency:
Fairfax County, Virginia

Contract Number:
4400003732

3 year, 5 month initial term. February 11, 2013 - June 30, 2016
Option to renew for (6) additional (1) year periods or any combination thereof
The contract is renewed for three (3) years, effective July 1, 2016 through June 30, 2019

Contract Updates
Amendment 7 added to Contract Amendments on August 15, 2017
Albany County Print Shop
Ricoh ProC5200S Color Device
Ricoh Pro8220S B&W Production Device
December 17, 2018
US COMMUNITIES - 4400003732

Connect with Ricoh
Ricoh Solution:

Pro C5200S Color Production (65 CPM)
Lease 48 Months $691.12 x 3 mos
Quarterly Payment $2,073.36

Includes:

65 Copies Per Minute
220 Sheet Single Scan Automatic Document Feeder
(2) 1,250 Sheet Tandem Paper Trays (1) 550 Sheet Paper Tray
Finisher / Stapler (SR4120) 3,000 Sheets (staples 65 sheet sets)
Punch Unit PU3060
Multi-Folding Unit FD4000 (6) different folds
Fiery E-24B Installation & Training Included
Ricoh Solution:
Pro C5200S Color System (65 CPM)

Includes:
- Fiery E-24B Print Color Controller
- Installation & Training – PRO C5200S & E-24B Fiery Controller
- Service & Supplies Cost
- All inclusive Gold Contract Usage Plan
- CPC: $0.006 B&W / $0.039 Color
  (Includes all Service Calls, Parts, Labor, Supplies & Staples)
Ricoh Solution:

Pro8220S B&W Production (136 CPM)
Lease 48 Months $836.07 x 3 mos
Quarterly Payment $2,508.21

Includes:

136 Copies Per Minute

220-Sheet Automatic Document Feeder (Single Pass Scan)
LCIT RT5080 Large Capacity Paper Tray (4,400 Sheets) (13 x 19 ½ Media supports up to 300 gsm Tray 4 & 6 handles 95lb. Cover Tray 5 handles 110lb. cover
Standard Paper Sources (2) 1,100 Sheet Tandem Drawer (2) 550 Universal Drawers
Booklet /Finisher/Stamp SR5060 (2,500 Sheets) Staples up to 100 Sheets
Cover Interposer Tray C15030 / Punch Unit PU5020 NA
Fiery Printer Controller EB-34 / Fiery SeeQuence Impose
Installation & Training Included
Ricoh Solution:
Pro8220S B&W System (136 CPM)

Includes:
Fiery E-34 Print Controller / Fiery SeeQuence Impose
Installation & Training – PRO8220S & E-34 Fiery Controller
Service & Supplies Cost
All inclusive Gold Contract Usage Plan
CPC: $0.0035 B&W
(Includes all Service Calls, Parts, Labor, Supplies & Staples)
<table>
<thead>
<tr>
<th>Current Monthly &amp; Quarterly Costs</th>
<th>Proposed Monthly &amp; Quarterly Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pro8120S B&amp;W Device</strong></td>
<td><strong>Pro8220S B&amp;W Device</strong></td>
</tr>
<tr>
<td>48 months $1,230.58</td>
<td>48 months $836.07</td>
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<tr>
<td>Quarterly $3,691.74</td>
<td>Quarterly $2,508.21</td>
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<tr>
<td><strong>PROC5100s Color Device</strong></td>
<td><strong>PROC5200s Color Device</strong></td>
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<tr>
<td>48 months $1,211.44</td>
<td>48 months $691.12</td>
</tr>
<tr>
<td>Quarterly $3,634.32</td>
<td>Quarterly $2,073.36</td>
</tr>
</tbody>
</table>

Current Quarterly Lease Payment $7,326.06
Proposed Quarterly Lease Payment $4,581.57
Quarterly Savings $2,744.49
RICOH

U.S. Communities Product Schedule

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and ALBANY COUNTY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any attachments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ricoh USA, Inc. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

<table>
<thead>
<tr>
<th>Customer (Bill To)</th>
<th>Billing Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>112 State St Central Supply Basement</td>
<td>112 State St RM E20</td>
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</table>

<table>
<thead>
<tr>
<th>Product Location Address</th>
<th>Billing Address (if different from location address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALBANY NY 12207-2072</td>
<td>ALBANY NY 12207-2072</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Contact Telephone Number</th>
<th>Billing Contact Facsimile Number</th>
<th>Billing Contact E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>(518) 447-7210</td>
<td></td>
<td><a href="mailto:jspringer@albanycounty.com">jspringer@albanycounty.com</a></td>
</tr>
</tbody>
</table>

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Description: Make &amp; Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RICOH CHM5</td>
</tr>
<tr>
<td>1</td>
<td>RICOH PRINTER</td>
</tr>
</tbody>
</table>

PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Minimum Term (months)</th>
<th>Minimum Payment (Without Tax)</th>
<th>Minimum Payment Billing Frequency</th>
<th>Advance Payment</th>
</tr>
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<tbody>
<tr>
<td>48</td>
<td>$7,326.05</td>
<td>Monthly</td>
<td>1st Payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quarterly</td>
<td>1st &amp; Last Payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other:</td>
<td>Other: NONE</td>
</tr>
</tbody>
</table>

Sales Tax Exempt: [ ] YES (Attach Exemption Certificate)
Addendum(s) attached: [ ] YES (check if yes and indicate total number of pages: ________)

Customer Billing Reference Number (P.O. #, etc.)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.

3. Additional Provisions (if any) are:

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

By: X

Printed Name: Daniel P. McCoy
Title: Albany County Executive

Accepted by: Ricoh USA, Inc.
By: [Signature]
Printed Name: Bobbie Sasser
Title: Origination Supervisor
Date: 9/14/14

"Certified second original, non-negotiable, non chattel paper" 1993297

09/10/2014 15:46 PM
I SEADU USC-P 03.13
Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.
THIS ADDENDUM (this “Addendum”), dated as of the _____ day of _________, _____, is to that certain US Communities Master Lease Agreement no. 3221988 (the Agreement”), dated as of the ______ day of _________, _____, between Ricoh USA, Inc. (“we” or “us”) and customer (“Customer” or “you”).

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 16 of the Agreement shall be amended by adding the following sentence at the end of such Section: “If required by law, the provisions of Section 109 of the New York General Municipal Law are incorporated herein by reference.”

2. Section 18(b) of the Agreement shall be amended and restated to read as follows:

“(b) **Non-Appropriation of Funds.** You intend to remit all Payments and other amounts due to us for the entire term of this Lease Agreement and each Schedule to this Lease Agreement if funds are legally available. You reasonably believe that moneys in an amount sufficient to remit all such Payments and amounts can and will lawfully be appropriated and made available to permit your continued utilization of the Product and the performance of its essential function during the entire term of this Lease Agreement and each Schedule to this Lease Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for all Payments to become due in such fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all Payments coming due therein. We acknowledge that appropriation of moneys for Payments is a governmental function which you cannot contractually commit yourself in advance to perform, and neither this Lease Agreement nor any Schedule to this Lease Agreement constitutes such a commitment. In the event you are not granted an appropriation of funds for any Product subject to any Schedule to this Lease Agreement at any time during the term of such Schedule, at least thirty (30) days prior to the end of your fiscal period, your chief financial officer shall certify in writing to us that funds have not been appropriated for the next fiscal period and, thereafter you shall make available to us (or our designee) all, but not less than all, of such Product, at your sole expense, in accordance with Section 14 of this Lease Agreement and terminate the Payments under such Schedule on the last day of the fiscal period for which appropriations were received by remitting to us all Payments and other amounts which are due and have not been paid at or before the end of such fiscal period.

This Lease Agreement and each Schedule to this Lease Agreement shall be deemed executory only to the extent of moneys appropriated and available.

[Signature]
Customer Affidavit

Certified second original, non-negotiable, non-chattel paper.
3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

[Signature]
Daniel P. McCoy, County Executive
Philip F. Calderone, Deputy City Exec.

Ricoh USA, Inc.

[Signature] (Date)
Bobbie Sosse, Originations Supervisor

"Certified second original, non-negotiable, non-chattel paper"

LSEADD USC-NY 03.13
This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh America Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participant Public Agencies"), having a Contract ID number of 4460039373 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by contract (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer.

To the extent the Product includes intangible property or associated services such as periodic software license and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."

2. Schedules: Delivery and Acceptance. This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The ordering of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine if it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.

3. Terms Payments.

(1) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule.

(a) In the event that the Product fails to meet the performance standards set forth in the Schedule or the Product is otherwise unacceptable to you, you shall have the right to return the Product within thirty (30) days after delivery. In such event, you shall notify us in writing of your intention to return the Product and return it to us at our expense. If you return the Product within the thirty (30) day period, we shall refund all amounts paid for the Product, including any late fee charges (to the extent such late fee charges may be charged pursuant to Section 3(d) of this Lease Agreement).

(b) A Schedule may be terminated in whole or in part by the Customer in accordance with this lease agreement whenever the Customer determines that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay us (as compensation for loss of our bargain) and not as a penalty, with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions", (b) for documented cases of non-performance as set forth in Section 3(d) and (c) for the best interest of the Customer as set forth in Section 3(g), this is an unconditional,
NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location: Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product or its accessories or program (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.

5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmental imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to report to you for payroll tax and you fail to pay such tax over the term of the lease and as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of Payment Ninety (90) days of the final invoice to receive a credit/waiver of sales tax.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties (other than manufacturer or Software Supplier as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Service with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Service under such Maintenance Agreement. We MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Service to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Service, and you agree that, AS THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible, to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.

8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. Upon request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be canceled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title and Ownership. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on an applicable Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may license the Software to a third party without payment. You agree to be responsible for all Software rights, including the right to sell the Software, to the extent that you may reasonably require.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of your agents and/or with any landlord, and (c) we have not received two continuous thirty (30) days after we have notified you in writing of your Default, (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (e) you or any guarantor makes an assignment for the benefit of creditors, (f) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of your assets, or (g) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule, and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and
will endeavor to contact you telephonically to schedule a convenient time to recover the Product; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and co-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, resell, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and apply the net proceeds (after we have deducted all costs, including reasonable attorneys’ fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days’ notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. A fee may be charged for returns unless otherwise provided by applicable law.

13. OWNERSHIP OF PRODUCT, ASSIGNMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLLET OR ASSESS THE PRODUCT OR THIS LEASE AGREEMENT, OR ANY PART THEREOF, WITHOUT OUR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricchi or the Assignee will provide notice to you. In that event, the Assignee (the “Assignee”) will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricchi from any obligations Ricchi may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. REMOVAL. RETURN OF PRODUCT. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY TERMINATE ON THE LAST DAY OF THE THEN-EXTENDING MONTH-TO-MONTH RENEWAL. HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing (a) you with a lawful enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a lawful enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in good condition as when you received it, except for ordinary wear and tear. Ricchi may sell or otherwise dispose of any of its assigned assets. You must deliver Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedules and (ii) the Product is picked up by us or our designee and is received in good condition and working order by us or our designee. Notwithstanding the provisions of this Lease Agreement, you hereby acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content related by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricchi to perform Data Management Services. If you do not engage us to perform such services prior to the conclusion of this Lease Agreement or any Maintenance Agreement or other agreement with Ricchi. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that the Product will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. MISAPPLICATION. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. No purchase order, or other ordering documents, will modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, aerial numbers), agreement/schedule identification numbers, and such other identification numbers as we need to fulfill this Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to you or any Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and interests will survive the termination of this Lease Agreement and each Schedule.

16. Governing Law: Jurisdiction: Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED WITHIN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED
BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 928-929 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE DOCUMENTS.

17. Counterparts. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(c) Pleading Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things necessary within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by the law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 883-G or 8938-NC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(e) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER
By: [Signature]
Printed Name: Philip E. Caldeone
Title: Deputy County Executive
Facsimile Number: [Number]

Accompanied by: RICOH U.S.A., INC.
By: [Signature]
Printed Name: Bobbie Sasse
Title: Originations Supervisor
Date: 9/16/14
Facsimile Number: [Number]

"Certified second original, non-negotiable, non-chattel paper"

MSTLSE USC-MA 03.13
Page 4 of 4

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.
This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays (i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh’s specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless
otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or re-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer’s website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer’s published specifications, which shall be provided upon Customer’s request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a “Time and Material Rate” basis at Ricoh’s then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the “Initial Term”) so long as no ongoing default exists on Customer’s part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its Intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and
such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue unremedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then-prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE
MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however, that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

* Hard Drive Surrender Service. Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.

* Data Overwrite Security System (DOSS). DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate.
(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: [Signature]
Name: Daniel P. Hessey
Title: Albany County Executive
Date: _______________

RICOH USA, INC.

By: [Signature]
Name: Kerri V. Conrad
Title: Area Order Support Manager
Date: 9-16-14
ORDER AGREEMENT

Request For Proposal (RFP) or Bld Contract Date: 11-Feb-2013
Sale Type: LEASE

BILL TO INFORMATION
Customer Legal Name: ALBANY, COUNTY OF
Address Line 1: 112 STATE ST RM 820
Address Line 2: Contact:
City: ALBANY Phone:
ST / Zip: NY/12207-2072 E-mail:
County: ALBANY Fax:

ADDITIONAL ORDER INFORMATION
Check All That Apply:
☐ Sales Tax Exempt (Attach Valid Exemption Certificate).
☐ Add to Existing Service Contract #
☐ PO Included PO# Fixed Service Charge
☐ PS Service (Subject to and governed by separate Statement of Work)
☐ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereof, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by an Authorized Signature of Ricoh USA, Inc.

SERVICE INFORMATION
Service Term (Months): 48
Base Billing Frequency: QUARTERLY
Overage Billing Frequency: QUARTERLY

SHIP TO INFORMATION
Customer: Name: ALBANY COUNTY PURCHASING
Address Line 1: 112 STATE ST
Address Line 2: CENTRAL SUPPLY BASEMENT
City: ALBANY
ST / Zip: NY/12207-2072
County: ALBANY
Contact: Springer, John
Phone: (518) 417-7210
E-mail: Springer@albanycounty.com
Fax:

PRODUCT INFORMATION

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<td>Gold</td>
<td>0</td>
<td>$0.0043</td>
<td>0</td>
<td>N/A</td>
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<tr>
<td>BASIC CONNECTIVITY / FS / IT Services Description</td>
<td>Quantity</td>
<td></td>
<td></td>
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<tr>
<td>PPSE TRAINING - PRO5100/10 W/42B FIERY</td>
<td>1</td>
<td></td>
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<td>TOA/FS/DCC SVC/TRAINING TRAINING</td>
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<tbody>
<tr>
<td><strong>Service Type/Offerings:</strong></td>
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<tr>
<td>Gold: Includes all supplies and staples.</td>
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<tr>
<td>Excludes paper.</td>
</tr>
<tr>
<td>Silver: Includes all supplies. Excludes paper and</td>
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<tr>
<td>staples.</td>
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<tr>
<td>Bronze: Parts and labor only. Excludes paper,</td>
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<td>staples and supplies.</td>
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<tr>
<td>Additional Provisions:</td>
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<tr>
<td>Per US Communities Contract 4400003732.</td>
</tr>
<tr>
<td>The terms and conditions contained in the</td>
</tr>
<tr>
<td>Standard Clauses for Albany County Department of</td>
</tr>
<tr>
<td>General Services Agreements are attached hereto</td>
</tr>
<tr>
<td>and are incorporated by reference.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accepted by Customer:</th>
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</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
</tr>
<tr>
<td>Daniel J. McCoy</td>
</tr>
<tr>
<td>Printed Name: Philip F. Calderone</td>
</tr>
<tr>
<td>Title: Albany County Executive</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accepted: Ricoh USA, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
</tr>
<tr>
<td>Kerri V. Conrath</td>
</tr>
<tr>
<td>Printed Name: Kerri V. Conrath</td>
</tr>
<tr>
<td>Title: Area Order Support Manager</td>
</tr>
<tr>
<td>Date: 9-16-14</td>
</tr>
</tbody>
</table>
STANDARD CLAUSES FOR ALBANY COUNTY
DEPARTMENT OF GENERAL SERVICES AGREEMENTS

ARTICLE 1: AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of Albany County (hereinafter called the "County") or in the possession of Ricoh USA, Inc. (hereinafter called the "Contractor") shall be made available to the other party to this Agreement without expense to the other party, provided such data is not proprietary or confidential in nature.

ARTICLE 2: COOPERATION

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

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: RELATIONSHIP

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

ARTICLE 5: INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses. The Contractor will not indemnify the County due to any negligent or willful act on the part of the County, its officers, employees, volunteers, or agents, or the negligent or willful acts of anyone other than a Contractor officer, employee, or agent.
ARTICLE 6: COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 7: NON-INTERUPTION OF WORK

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

ARTICLE 8: IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with New York General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that the Contractor has not:

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

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

ARTICLE 9: MISCELLANEOUS PROVISIONS

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

9.2 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
9.3 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

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

9.5 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.
13
April 8, 2019

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

Re: Contract Renewal

Dear Chairman Joyce:

The Department of General Services respectfully requests the authorization to renew a contract with NYS Department of Agriculture and Markets regarding inspections, screening, and sampling of fuel stored at retail fuel outlets.

New York’s Petroleum Quality Program is administered and enforced by NYS Agriculture and Markets in partnership with local weights and measures officials. The program ensures that petroleum products in New York meet specified quality standards and guards against the sale of inferior petroleum products.

Pursuant to Ag and Markets Law Section 179 the Department of General Services will conduct inspections, perform screening tests, and sample petroleum products in transport or held, kept or stored in a storage tank located at a retail fuel outlet.

The original contract ran from 4/1/14 to 3/31/2019. We are requesting authorization to exercise the available five year renewal option which will run from April 1, 2019 to March, 2024.

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

Sincerely,

David M. Latina
Commissioner
Department of General Services

DML:pl
Enclosures

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

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

Authorizing a contract with NYS Department of Agriculture and Markets regarding inspection and testing of sample fuel stored at retail fuel outlets

Date: April 9, 2019
Submitted By: David M. Latina
Department: Department of General Services
Title: Commissioner
Phone: 7202
Department Rep.
Attending Meeting: David M. Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
File #: TMP-0819, Version: 1

☐ Personnel
☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) Contract to Receive NYS Funding for Fuel Inspection and Testing work

Contract Terms/Conditions:

Party (Name/address):
New York State Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

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

Amount/Raise Schedule/Fee: $60,520
Scope of Services: Conduct Inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets

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: AA6610 1962
Revenue Amount: $60,520

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

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

**Term**
Term: (Start and end date) 4/1/2014-3/31/-2024
Length of Contract: 5 years plus 5 year renewal period

**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 No. 320 for 2014
Date of Adoption: 9/8/2014

**Justification:** (state briefly why legislative action is requested)
The Department of General Services respectfully requests the authorization to renew a contract with NYS Department of Agriculture and Markets regarding inspections, screening tests and sampling of fuel stored at retail fuel outlets.

New York's Petroleum Quality Program is administered and enforced by NYS Agriculture and Markets in partnership with local weights and measures officials. The program ensures that petroleum products in New York meet specified quality standards and guards against the sale of inferior petroleum products.

Pursuant to Ag and Markets Law Section 179 the Department of General Services will conduct inspections, perform screening tests, and sample petroleum products in transport or held, kept or stored in a storage tank located at a retail fuel outlet.

The original contract ran from 4/1/14 to 3/31/2019. We are requesting authorization to exercise the available five year renewal option which will run from April 1, 2019 to March, 2024.
March 28, 2019

Albany County
Attn: John Deyoe
112 State Street, Room 800
Albany, New York 12207

RE: Conduct Inspections, Screening Tests & Sample Fuel Stored at Retail Fuel Outlets
   Contract # C011495

Dear Mr. Deyoe:

Attached for your review are copies of an amendment to our agreement with your organization.

If the agreement is acceptable, please have each of the copies signed and notarized. Return all of the copies to me at the above address by April 11, 2019 any delay in returning paperwork may hold up your payment. In addition, please complete and return the following forms if checked:

☐ Contractor Information Checklist
☐ Contractor Responsibility Questionnaire – please have notarized
☐ Certification Appendix Disclosure and Accountability Certifications
☐ ST-220 – please have notarized
☐ Vendor Assurance of No Conflict of Interest or Detrimental Effect
☒ Executive Order No. 177 Certification
☐ Form A
☐ Federal Forms

☐ 424B
☐ AD-1048
☐ AD-1049
☐ SFLLL
☐ AD-1050

☒ Current Proof of Workers' Compensation or exemption

☒ Current Proof of Disability Insurance or exemption

☐ Current Proof of Liability Insurance

☐ Minority and Women-Owned Business Enterprises (M/WBE) Instructions & Forms

☐ Please note the Substitute W-9 and the Electronic Payment Authorization Form.

Please note that if your organization is a not-for-profit the organization must be registered with the Attorney General's Office and reporting requirements must be up to date before your contract will be executed.

A copy of the fully executed contract will be forwarded to you when it has been approved by all parties.

Please contact Michael Sikula, your Program Manager, at 518-457-3146 or email him/her at mike.sikula@agriculture.ny.gov if you have any questions about the contract or the payment process.

Sincerely,

Judy Giovannetti
Contract Management Specialist II

Enclosures
cc:  K. Carr
     M. Sikula
WORKERS’ COMPENSATION REQUIREMENTS UNDER WORKERS’ COMPENSATION
LAW §57

New York State Workers’ Compensation law (WCL) requires that all vendors applying for permits, licenses, or contracts with the State of New York have appropriate workers’ compensation and disability benefits insurance coverage. This requirement applies to both original issuances and renewals.

ACORD insurance forms are NOT acceptable proof of New York State workers’ compensation or disability benefits insurance coverage. To comply with the coverage provisions of the WCL, vendors must provide the Department with one of the following forms:

WORKERS’ COMPENSATION COVERAGE

A) CE-200, Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage; OR

B) C-105.2 -- Certificate of Workers’ Compensation Insurance dated 9/07 (vendors' insurance carrier will send this form to the Department upon vendor request, and the State Insurance Fund provides its own version of this form, the U-26.3) OR

C) SI-12 -- Certificate of Workers’ Compensation Self-Insurance (vendor can call the Board’s Self-Insurance Office at 518-402-0247), OR GSI-105.2 -- Certificate of Participation in Worker’s Compensation Group Self-Insurance (vendors' Group Self-Insurance Administrator should send this form to the Department upon vendors' request).

DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW

A) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; OR

B) DB-120.1 -- Certificate of Disability Benefits Insurance (vendors' insurance carrier will send this form to the Department upon vendors' request); OR

C) DB-155 -- Certificate of Disability Benefits Self-Insurance (vendor can call the Board’s Self-Insurance Office at 518-402-0247).

Please make sure that the following address appears in Box 2 on forms C-105.2, DB-120.1 and GSI-105.2: NYS Dept. of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

Please direct questions to the New York State Workers’ Compensation Board at (518)468-6307 or use their toll free number (877)-632-4996.
Website: www.wcb.ny.gov

(5/09)
EXECUTIVE ORDER No. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training practices in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor: __________________________________________
Name: ________________________________________________
Title: ________________________________________________
Signature: ____________________________________________
Date: ______________________, 20___
AGREEMENT

New York State
Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235-0001
Agency Business Unit: AGM01
Agency Department ID: 3000000

PETROLEUM PRODUCT QUALITY PROGRAM
Contract Authority: Agriculture & Markets Law § 179(19)

Contract Number: C011495
Amount of Agreement: $121,040
Period Amount: $60,520
Contract Term: 4/1/2014 to 3/31/2024
Renewal Period: 4/1/2019 to 3/31/2024
NYS Vendor ID: 1000002428

Contractor Name/Project Sponsor: Albany County

Street: 112 State Street, Room 800 City: Albany State: NY Zip: 12207

Billing Address (if different from above):
Street: 
City: 
State: 
Zip: 

Title/Description of Project: Conduct Inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets

THIS AGREEMENT INCLUDES THE FOLLOWING:
☑ This Coversheet
☑ Appendix A (Standard Clauses for New York State Contracts)
☑ Appendix B (Project Budget)
☑ Appendix C (Scope of Work)
☑ Appendix D (The Department’s General Conditions)
☑ Appendix E (The Department’s Special Conditions)
☑ Appendix F (Reimbursement Agreement)

FOR AMENDMENTS CHECK THOSE THAT APPLY:
☐ Additional Work
☐ Extension of Time
☐ Increase Amount
☐ Decrease Amount
☐ Renewal: 0 Remaining
☐ Revised Budget
☐ Revised Appendix E
☐ Revised Appendix F

If Increase/Decrease in Amount:
Previous Amount: $ Increase/decrease
New Total: $

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement

CONTRACTOR

Signature of Contractor’s Authorized Representative: __________________________

Date: __________________________

Typed or Printed Name of Above Representative: __________________________

Title of Authorized Representative: __________________________

STATE OF NEW YORK
ss:
County of __________________________
Notary Public: On this ______ day of ______, 20____ before me personally appeared __________________________, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

Attorney General:

NYS DEPARTMENT OF AGRICULTURE & MARKETS

Signature of Authorized Official: __________________________

Date: __________________________

Typed or Printed Name of Above Official: __________________________

Title of Authorized Official: __________________________

State 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.

Approved: Thomas P. DiNapoli, State Comptroller
By: __________________________
Date: __________________________
AGREEMENT

New York State
Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235-0001
Agency Business Unit: AGM01
Agency Department ID: 3000000

PETROLEUM PRODUCT QUALITY PROGRAM
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NYS Vendor ID: 1000002428

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City: Albany
State: NY
Zip: 12207

Billing Address (if different from above):
Street:
City:
State:
Zip:

Title/Description of Project: Conduct Inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets

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FOR AMENDMENTS CHECK THOSE THAT APPLY:

☐ Additional Work
☐ Extension of Time
☐ From to
☐ Increase Amount
☐ Decrease Amount
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☐ Revised Appendix F

If Increase/Decrease in Amount:
Previous Amount: $ __________
Increase/decrease New Total: $ __________

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement

CONTRACTOR

Signature of Contractor’s Authorized Representative:

Date:

Typed or Printed Name of Above Representative:

Title of Authorized Representative:

STATE OF NEW YORK
ss:
County of

Notary Public: On this ___day of ______, 20___ before me personally appeared ________, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

Signature of Notary Public:

NYS DEPARTMENT OF AGRICULTURE & MARKETS

Signature of Authorized Official:

Date:

Typed or Printed Name of Above Official:

Title of Authorized Official:

STATE 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.

State Agency Certification:

Attorney General:

Approved: Thomas P. DiNapoli, State Comptroller
By:
Date:
New York State  
Department of Agriculture and Markets  
10B Airline Drive  
Albany, NY 12235-0001  
Agency Business Unit: AGM01  
Agency Department ID: 3000000  

PETROLEUM PRODUCT QUALITY PROGRAM  
Contract Authority: Agriculture & Markets Law § 179(19)

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<th>Contract Number:</th>
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Contractor Name/Project Sponsor: **Albany County**

Street: 112 State Street, Room 800  
City: Albany  
State: NY  
Zip: 12207

Title/Description of Project: **Conduct Inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets**

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<td>☐ Appendix B (Project Budget)</td>
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<td>☐ Appendix C (Scope of Work)</td>
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</tr>
<tr>
<td>☐ Appendix D (The Department's General Conditions)</td>
<td>☐ Renewal: 0 Remaining</td>
</tr>
<tr>
<td>☐ Appendix E (The Department's Special Conditions)</td>
<td>☐ Revised Budget</td>
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<td>☐ Appendix F (Reimbursement Agreement)</td>
<td>☐ Revised Appendix E</td>
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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement.

CONTRACTOR  
Signature of Contractor's Authorized Representative:  
Typed or Printed Name of Above Representative:  
Title of Authorized Representative:  

STATE OF NEW YORK  
ss:  
County of  
Notary Public: On this ___day of ________, 20___ before me  
personally appeared ____________, to me known, and  
known to me to be the same person who executed the above  
instrument and duly acknowledged the execution of the same.

NYS DEPARTMENT OF AGRICULTURE & MARKETS  
Signature of Authorized Official:  
Typed or Printed Name of Above Official:  
Title of Authorized Official:  

State 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.

Attorney General:  
Approved: Thomas P. DiNapoli, State Comptroller  
By:  
Date: 
AGREEMENT

New York State
Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235-0001
Agency Business Unit: AGW01
Agency Department ID: 3000000

PETROLEUM PRODUCT QUALITY PROGRAM
Contract Authority: Agriculture & Markets Law § 179(19)

Contract Number: C011495
Amount of Agreement: $121,040
Period Amount: $60,520
Contract Term: 4/1/2014 to 3/31/2024
Renewal Period: 4/1/2019 to 3/31/2024
NYS Vendor ID: 1000002428

Contractor Name/Project Sponsor: Albany County
Street: 112 State Street, Room 800 City: Albany State: NY Zip: 12207

Billing Address (if different from above):
Street: City: State: Zip:

Title/Description of Project: Conduct inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets

THIS AGREEMENT INCLUDES THE FOLLOWING:
☐ This Coversheet
☐ Appendix A (Standard Clauses for New York State Contracts)
☐ Appendix B (Project Budget)
☐ Appendix C (Scope of Work)
☐ Appendix D (The Department’s General Conditions)
☐ Appendix E (The Department’s Special Conditions)
☐ Appendix F (Reimbursement Agreement)

FOR AMENDMENTS CHECK THOSE THAT APPLY:
☐ Additional Work
☐ Extension of Time
☐ From to
☐ Increase Amount
☐ Decrease Amount
☐ Renewal: 0 Remaining
☐ Revised Budget
☐ Revised Appendix E
☐ Revised Appendix F

If Increase/Decrease in Amount:
Previous Amount: $ Increase/decrease New Total: $

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement

CONTRACTOR
Signature of Contractor’s Authorized Representative:

Date:
Typed or Printed Name of Above Representative:

Title of Authorized Representative:

STATE OF NEW YORK
ss:
County of
Notary Public: On this day of , 20 before me personally appeared , to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

NYS DEPARTMENT OF AGRICULTURE & MARKETS
Signature of Authorized Official:

Date:
Typed or Printed Name of Above Official:

Title of Authorized Official

State 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.

Attorney General:

Approved: Thomas P. DiNapoli, State Comptroller
By:
Date:
New York State
Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235-0001
Agency Business Unit: AGM01
Agency Department ID: 3000000

PETROLEUM PRODUCT QUALITY PROGRAM
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Contractor Name/Project Sponsor: Albany County
Street: 112 State Street, Room 800
City: Albany
State: NY
Zip: 12207

Billing Address (if different from above):
Street:
City:
State:
Zip:

Title/Description of Project: Conduct Inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets

This Agreement Includes the Following:
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☐ Appendix D (The Department's General Conditions)
☐ Appendix E (The Department's Special Conditions)
☐ Appendix F (Reimbursement Agreement)

For Amendments Check Those That Apply:
☐ Additional Work
☐ Extension of Time From to
☐ Increase Amount
☐ Decrease Amount
☐ Renewal: 0 Remaining
☐ Revised Budget
☐ Revised Appendix E
☐ Revised Appendix F

If Increase/Decrease in Amount:
Previous Amount: $ 
Increase/decrease
New Total: $

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement.

CONTRACTOR
Signature of Contractor's Authorized Representative:

Date:
Typed or Printed Name of Above Representative:

Title of Authorized Representative:

STATE OF NEW YORK
ss:
County of
Notary Public: On this ___ day of ______, 20___ before me personally appeared _____________, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

NYS DEPARTMENT OF AGRICULTURE & MARKETS
Signature of Authorized Official:

Date:
Typed or Printed Name of Above Official:

Title of Authorized Official:

State 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.

Approved: Thomas P. DiNapoli, State Comptroller
By:
Date:
REVISED APPENDIX B
BUDGET

Reimbursement pursuant to 1 NYCRR § 224.16 shall be made for:

1) Employee wages, based on the employer’s hourly rate including fringe benefits, for the time required to perform the following services:
   a) Collection and transport of petroleum product samples
   b) Screening petroleum products
   c) Preparation and submission of reports
   d) Investigations necessary to affirm that a violation has occurred

2) Administrative costs, not to exceed 15 percent of program costs

3) Transportation costs including tolls and mileage

4) Purchase price of petroleum samples collected and submitted for test

5) Other costs,* as justified. Prior written approval is required for equipment purchases.

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<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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<tr>
<td>Year 6</td>
<td>$12,104</td>
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<td>Year 7</td>
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<td>Year 8</td>
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<td>Year 9</td>
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<td>Year 10</td>
<td>$12,104</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$60,520</strong></td>
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*Other costs include sampling equipment (e.g., safety), sample storage, data storage (e.g., computer), and training, not to exceed $1,156 of the total above.
AGREEMENT

New York State
Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235-0001
Agency Code 06000

PETROLEUM PRODUCT QUALITY PROGRAM

Contract Authority: Agriculture & Markets Law § 179(19)

Contract Number: C011495
Contract Amount: $60,520
Contract Period: 4/1/2014 to 3/31/2019
Municipal Code: 0101 0000 0000
Vendor I.D.: 1000002428

Contractor Name/Project Sponsor: Albany County

Street: 112 State Street, Room 630
City: Albany
State: NY Zip: 12207
Billing Address (if different from above):
Street: City:
State: Zip:

Title/Description of Project: Conduct Inspections, Screening Tests and Sample Fuel Stored at Retail Fuel Outlets

☐ This Coversheet
☐ Appendix A (Standard Clauses for all New York State Contracts)
☐ Appendix B (Project Budget)
☐ Appendix C (Scope of Work)
☐ Appendix D (The Department’s General Conditions)
☐ Appendix E (The Department’s Special Conditions)
☐ Appendix-F (Reimbursement Agreement)
☐ Other ( )

CONTRACTOR STATUS
☐ Not-For-Profit
☐ Charity / Registration Number:
☐ Sectarian Entity
☐ Municipality / Municipal Code:

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement

CONTRACTOR

Signature of Contractor’s Authorized Representative:

Date: September 29, 2014

Typed or Printed Name of Above Representative:

Daniel P. McCoy

Signature of Authorized Official:

Date: Jul 08 2015

Typed or Printed Name of Above Official:

Philip F. Calderone

Title of Authorized Official:

Albany County Executive

NYS DEPARTMENT OF AGRICULTURE & MARKETS

Signature of Authorized Official:

Date: Jul 08 2015

Typed or Printed Name of Above Official:

Lily A. Thurston

Title of Authorized Official:

Director of Fiscal Management

STATE OF NEW YORK
COUNTY OF: ALBANY

Notary Public: On this day before me personally appeared

F. Patrick Jeffers
Notary Public, State of New York
Qualified in Albany County
No. 02JE6084346
My Commission Expires 10-31-2014

Approved as to Form

By:

Date: Jul 3 2015

APPROVED

Approved: Thomas P. DiNapoli
Comptroller

By:

Date:
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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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, sublet or otherwise disposed of without the State's previous 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 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, age, 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 be of stock, age, 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 supplemental 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 220 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 void 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 expedite 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 any 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 receipt of process or upon the State’s return 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

January 2014
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 8165 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.

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
e-mail: ops@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
e-mail: mwbcertification@esd.ny.gov
https://ny.gov/nycontracts.com/Shared/VendorSearchPublic.org

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 694 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-a; 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 January 2014
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 
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.nea.ny.gov/about/regn/docx/ListoffEntities.pdf

Contractor further certifies that it will not utilize on this 
Contract any subcontractor that is identified on the Prohibited 
Enteries 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
APPENDIX B

BUDGET

Reimbursement pursuant to 1 NYCRR § 224.16 shall be made for:

1) Employee wages, based on the employer's hourly rate including fringe benefits, for the time required to perform the following services:
   a) Collection and transport of petroleum product samples
   b) Screening petroleum products
   c) Preparation and submission of reports
   d) Investigations necessary to affirm that a violation has occurred

2) Administrative costs, not to exceed 15 percent of program costs

3) Transportation costs including tolls and mileage

4) Purchase price of petroleum samples collected and submitted for test

5) Other costs,* as justified. Prior written approval is required for equipment purchases.

| Year 1   | $12,104 |
| Year 2   | $12,104 |
| Year 3   | $12,104 |
| Year 4   | $12,104 |
| Year 5   | $12,104 |
| Total    | $60,520 |

*Other costs include sampling equipment (e.g., safety), sample storage, data storage (e.g., computer), and training, not to exceed $1,156 of the total above.
APPENDIX C
SCOPE OF WORK
PETROLEUM PRODUCT QUALITY PROGRAM

BACKGROUND AND PURPOSE

New York's Petroleum Product Quality Program is administered and enforced concurrently by the New York State Department of Agriculture and Markets and municipal (county and city) weights and measures officials. The program ensures that petroleum products in New York meet specified quality standards and guards against the sale of inferior petroleum products.

STATEMENT OF WORK

Pursuant to Agriculture and Markets Law, Section 179, and as directed by the New York State Department of Agriculture and Markets, the Contractor shall conduct inspections, perform screening tests, and sample petroleum products in transport or held, kept or stored in a storage tank located at a retail fuel outlet as directed by the Commissioner.
APPENDIX E

SPECIAL CONDITIONS FOR AGREEMENTS
NEW YORK STATE DEPARTMENT OF
AGRICULTURE AND MARKETS

DIESEL EMISSION REDUCTION ACT

Pursuant to §19-0323 of the N.Y. Environmental Conservation Law ("the Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2012. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 246 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Department of Agriculture and Markets ("Department") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State agreements as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.
The Contractor to the subject agreement (the "Contractor" and the "Agreement," respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the Department, to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and agreement opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

B. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Agreement, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Agreement.

II. Agreement Goals

A. For purposes of this procurement, the Department hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBES and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the Agreement Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Agreement.
C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Agreement. In accordance with §316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Agreement, such a finding constitutes a breach of the Agreement and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

Equal Employment Opportunity (EEO)

A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. The Contractor shall comply with the following provisions of Article 15-A:

1. The Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by the Department to award the Agreement to the Contractor.

3. If the Contractor or subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or subcontractor a model statement (see Form MWBE/EEO1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

4. The Contractor’s EEO policy statement shall include the following language:
a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

c. 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Agreement.

C. Form MWBE/EEO2 – Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractors shall complete the Staffing Plan Form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Agreement.

Appendix E
C011495
D. Form MWBE/EO3 – Workforce Employment Utilization Report
(“Workforce Report”)

1. Once an agreement has been awarded and during the term of the
   Agreement, the Contractor is responsible for updating and providing notice
to the Department of any changes to the previously submitted Staffing Plan.
   This information is to be submitted on a quarterly basis during the term of the
   Agreement to report the actual workforce utilized in the performance of the
   Agreement by the specified categories listed including ethnic background,
gender, and Federal occupational categories. The Workforce Report must be
   submitted to report this information.

2. Separate forms shall be completed by the Contractor and any subcontractor
   performing work on the Agreement.

3. In limited instances, the Contractor may not be able to separate out the
   workforce utilized in the performance of the Agreement from the
   Contractor’s and/or the subcontractor’s total workforce. When a separation
   can be made, the Contractor shall submit the Workforce Report and indicate
   that the information provided related to the actual workforce utilized on the
   Agreement. When the workforce to be utilized on the Agreement cannot be
   separated out from the Contractor’s and/or the subcontractor’s total
   workforce, the Contractor shall submit the Workforce Report and indicate
   that the information provided is the Contractor’s total workforce during the
   subject time frame, not limited to work specifically under the Agreement.

E. The Contractor shall comply with the provisions of the Human Rights
   Law, all other State and Federal statutory and constitutional non-
   discrimination provisions, the Contractor and subcontractors shall not
   discriminate against any employee or applicant for employment because
   of race, creed (religion), color, sex, national origin, sexual orientation,
military status, age, disability, predisposing genetic characteristic, marital
   status or domestic violence victim status, and shall also follow the
   requirements of the Human Rights Law with regard to non-discrimination
   on the basis of prior criminal conviction and prior arrest.

III. MWBE Utilization Plan

A. The Contractor represents and warrants that the Contractor has
   submitted an MWBE Utilization Plan (MWBE/EO4) either prior to, or at
   the time of, the execution of the Agreement.
B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Agreement pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the Department shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

IV. Waivers

A. For Waiver Requests the Contractor should use Form MWBE/EEO5 – Waiver Request.

B. If the Contractor, after making “good faith efforts,” is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver Form documenting “good faith efforts” by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the Agreement goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Agreement Goals.

V. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE/EEO6) to the Department by the 10th day following each end of quarter over the term of the Agreement documenting the progress made towards achievement of the MWBE goals of the Agreement.
VI. Liquidated Damages – MWBE Participation

A. Where the Department determines that the Contractor is not in compliance with the requirements of the Agreement and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Department liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, the Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a compliant with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of §313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the Department.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Agreement, leading to the withholding of funds, suspension or termination of the Agreement or such other actions or enforcement proceedings as allowed by the Agreement.

The forms referenced above can be found at: http://www.agriculture.ny.gov/MWBE.html
APPENDIX F

REIMBURSEMENT AGREEMENT
PETROLEUM PRODUCT QUALITY PROGRAM

TERM OF AGREEMENT

This Agreement shall begin on April 1, 2014 and end on March 31, 2019. Upon mutual agreement by the Department and the Contractor this Agreement may be extended for an additional five-year term beginning on April 1, 2019 and ending on March 31, 2024, subject to the approval of the Attorney General and Comptroller of the State of New York.

PAYMENT

The Department shall reimburse the Contractor quarterly for actual costs and expenses incurred in performing the work under this Agreement. Reimbursement shall be provided and payment made in accordance with section 224.16 of Title One of the Official Compilation of Codes, Rules and Regulations of the State of New York.

TERMINATION

The Department may terminate this Agreement for cause upon giving one (1) days written notice. Upon termination, the Contractor shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The Contractor's failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the Contractor's control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the Department may, at its option, either grant the Contractor a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.