AGENDA

PUBLIC WORKS COMMITTEE

MAY 28, 2019

PART II
May 3, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works (ACDPW) is requesting Legislative approval to designate the County as lead agency for State Environmental Quality Review (SEQR) on the Albany County Rail Trail Bridge over New Scotland Road (SR85) project. This Project is part of DPW’s 2019-2023 Capital Plan.

The ACDPW is currently studying bridge rehabilitation and replacement options to address the deteriorated condition of the existing rail trail structure. It was determined that a SEQR Type 1 action is required, as such, following Resolution 81 of 2019, the County has taken the necessary steps to declare Lead Agency Status. Given that there has been no objection from involved and interested agencies, the County will proceed with the necessary environmental assessment as Lead Agency and make a determination as to the environmental impact of the project.

Should you have any questions please feel free to contact me at 518-655-7902.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgine, Minority Counsel
CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

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

Term
Term: (Start and end date)
Length of Contract:

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

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

Justification: (state briefly why legislative action is requested)
The Albany County Department of Public Works (ACDPW) is requesting Legislative approval to designate the County as lead agency for State Environmental Quality Review (SEQR) on the Albany County Rail Trail Bridge over New Scotland Road (SR85) project. This project is part of DPW's 2019-2023 Capital Plan.

The ACDPW is currently studying bridge rehabilitation and replacement options to address the deteriorated condition of the existing rail trail structure. It was determined that a SEQR Type 1 action is required, as such, following Resolution 81 of 2019, the County has taken the necessary steps to declare Lead Agency Status. Given that there has been no objection from involved and interested agencies, the County will proceed with the necessary environmental assessment as Lead Agency and make a determination as the environmental impact of the project.
RESOLUTION NO. 81

AUTHORIZING THE PLANNING DEPARTMENT TO TAKE INITIAL REVIEW ACTIONS TO DETERMINE SEQR LEAD AGENCY STATUS REGARDING THE ALBANY COUNTY RAIL TRAIL BRIDGE OVER NEW SCOTLAND ROAD (SR85)

Introduced: 3/11/19
By Public Works Committee Messrs. Bullock and Ethier:

WHEREAS, The Commissioner of the Department of Public Works has indicated that the Albany County Department of Economic Development, Conservation and Planning ("Planning Department") has evaluated the Albany County Rail Trail Bridge over SR 85 (New Scotland Road) Bridge Replacement project pursuant to the State Environmental Quality Review (SEQR) guidelines and has determined that the project is properly classified as a Type I action under SEQR, and

WHEREAS, The Commissioner has further indicated that, given the Type I designation, the project is subject to the further SEQR requirements including taking initial steps so that a lead agency may be established prior to a determination of significance and the initial review processes may proceed, and

WHEREAS, Pursuant to the SEQR regulations, the Department of Public Works is required to give requisite notice to all relevant parties who may be interested in the Albany County Rail Trail Bridge over SR 85 (New Scotland Road) Bridge Replacement project prior to being designated as the lead agency for the project, and

WHEREAS, The Department of Public Works has requested authorization to work with the Planning Department to make certain that all appropriate steps related to the aforementioned notice requirements as they pertain to seeking lead agency status are fulfilled, and

WHEREAS, In the initial review of this proposal, the Planning Department needs to use due diligence to determine if the action involves more than one agency and transmit documentation to all the potential involved agencies to notify them that Albany County is seeking lead agency status, now, therefore be it

RESOLVED, By the Albany County Legislature that the Department of Public Works is authorized to work in conjunction with the Planning Department to take initial review actions pursuant to SEQR to seek lead agency status regarding the Albany County Rail Trail Bridge over SR 85 (New Scotland Road) Bridge Replacement project, including providing the required notice to all interested parties, and reporting back to the legislature regarding its findings, and, be it further
RESOLVED, During said review, the Planning Department is requested to submit a copy of all correspondence which it receives from any interested party to the Clerk of the Legislature, and, be it further

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

*Adopted by unanimous vote – 3/11/19*
Replacement of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85) 
Involved Agency List

**Potential Involved Agencies for SEQRA Coordinated Review**

For the purposes of SEQRA, an involved agency is a body which has jurisdiction to fund, approve or 
directly undertake an action.

1. NYS Department of Transportation  
   a. Pat Barnes, Region 1 Acting Regional Director  
      50 Wolf Road  
      Albany, NY 12232

2. NYS Historic Preservation Office (SHPO)  
   a. Weston Davey, Historic Site Restoration Coordinator  
      P. O. Box 189, Peebles Island  
      Waterford, NY 12188

The following are potential involved agencies but are seeking Lead Agency status and will not receive a 
coordinated review letter:

1. Albany County Executive  
   a. Daniel P. McCoy, Albany County Executive  
      Harold L. Joyce Albany County Office Building  
      112 State Street, Room 1200  
      Albany, NY 12207

2. Albany County Legislature  
   a. Clerk of the Legislature  
      Harold L. Joyce Albany County Office Building  
      112 State Street, Room 1200  
      Albany, NY 12207

**Potential Interested Agencies (not required to include in coordinated review)**

For the purposes of SEQRA, an interested agency is a body which does not have jurisdiction over a 
project but wishes to participate in the process because of its expertise or specific concern.

1. Town of Bethlehem  
   a. Supervisor David VanLuven  
      445 Delaware Avenue  
      Bethlehem, NY 12054

2. Bethlehem Historical Association  
   a. 1019 River Road  
      Selkirk, NY 12158
March 29, 2019

Pat Barnes, Region 1 Acting Regional Director  
NYS Department of Transportation  
50 Wolf Road  
Albany, NY 12232

RE:  **Coordinated Review Request** for State Environmental Quality Review Act (SEQRA) for the  
Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail  
Bridge over New Scotland Road (NYS Route 85)

Dear Acting Regional Director Barnes:

M.J. Engineering and Land Surveying, P.C. (MJ) is assisting Albany County (the County) with SEQRA  
compliance related to the Design and Construction for the Replacement or Rehabilitation of the Albany  
County Rail Trail Bridge over New Scotland Road (NYS Route 85).

The Albany County Legislature has initiated a coordinated review under the State Environmental Quality  
Review Act (SEQRA) for the proposed project and is seeking Lead Agency status. As such, the Lead  
Agency request letter dated February 1, 2019 and issued on behalf of the Albany County Department of  
Public Works is hereby retracted.

Part 1 of an Environmental Assessment Form (EAF) for the project is attached for your information.

Pursuant to 6 NYCRR 617 §617.6 (3), please state your Agency’s interest or concerns regarding selection  
of Lead Agency and potential impacts of the overall action. Responses should be addressed to the  
attention of Jaclyn Hakes at the address listed below. If no response is provided within thirty (30) days,  
we will assume that you have no comment on this action.

Should you have any questions or concerns, please do not hesitate to contact Jaclyn Hakes at  
jhakes@mjlcs.com.

Sincerely,

[Signature]

Jaclyn Hakes, AICP  
Associate/Director of Planning Services

cc: File, Albany County Public Works, Albany County Legislature  
Attachment: Full Environmental Assessment Form, Part 1
March 29, 2019

Weston Davey, Historic Site Restoration Coordinator
NYS Historic Preservation Office (SHPO)
P. O. Box 189, Peebles Island
Waterford, NY 12188

RE: Coordinated Review Request for State Environmental Quality Review Act (SEQRA) for the Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85)

Dear Mr. Davey:

M.J. Engineering and Land Surveying, P.C. (MJ) is assisting Albany County (the County) with SEQRA compliance related to the Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85).

The Albany County Legislature has initiated a coordinated review under the State Environmental Quality Review Act (SEQRA) for the proposed project and is seeking Lead Agency status. As such, the Lead Agency’s request letter dated February 1, 2019 and issued on behalf of the Albany County Department of Public Works is hereby retracted.

Part 1 of an Environmental Assessment Form (EAF) for the project is attached for your information.

Pursuant to 6 NYCRR 617 §617.6 (3), please state your Agency’s interest or concerns regarding selection of Lead Agency and potential impacts of the overall action. Responses should be addressed to the attention of Jaclyn Hakes at the address listed below. If no response is provided within thirty (30) days, we will assume that you have no comment on this action.

Should you have any questions or concerns, please do not hesitate to contact Jaclyn Hakes at jhakes@mjels.com.

Sincerely,

[Signature]

Jaclyn Hakes, AICP
Associate/Director of Planning Services

cc: File, Albany County Public Works, Albany County Legislature
Attachment: Full Environmental Assessment Form, Part 1
March 29, 2019

Supervisor David VanLuven
Town of Bethlehem
445 Delaware Avenue
Bethlehem, NY 12054

RE: Coordinated Review Request for State Environmental Quality Review Act (SEQRA) for the Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85)

Dear Supervisor VanLuven:

M.J. Engineering and Land Surveying, P.C. (MJ) is assisting Albany County (the County) with SEQRA compliance related to the Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85).

The Albany County Legislature has initiated a coordinated review under the State Environmental Quality Review Act (SEQRA) for the proposed project and is seeking Lead Agency status. As such, the Lead Agency request letter dated February 1, 2019 and issued on behalf of the Albany County Department of Public Works is hereby retracted.

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Should you have any questions or concerns, please do not hesitate to contact Jaclyn Hakes at jhakes@mjiels.com.

Sincerely,

Jaclyn Hakes, AICP
Associate/Director of Planning Services

cc: File, Albany County Public Works, Albany County Legislature
Attachment: Full Environmental Assessment Form, Part 1
March 29, 2019

Attn: Kathleen Bragle and Susan Totten Peters.
Bethlehem Historical Association
1019 River Road
Selkirk, NY 12158

RE: Coordinated Review Request for State Environmental Quality Review Act (SEQRA) for the Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85)

Dear Ms. Bragle and Ms. Totten Peters:

M.J. Engineering and Land Surveying, P.C. (MJ) is assisting Albany County (the County) with SEQRA compliance related to the Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85).

The Albany County Legislature has initiated a coordinated review under the State Environmental Quality Review Act (SEQRA) for the proposed project and is seeking Lead Agency status. As such, the Lead Agency request letter dated February 1, 2019 and issued on behalf of the Albany County Department of Public Works is hereby retracted.

Part 1 of an Environmental Assessment Form (EAF) for the project is attached for your information.

Pursuant to 6 NYCRR 617 §617.6 (3), please state your Agency’s interest or concerns regarding selection of Lead Agency and potential impacts of the overall action. Responses should be addressed to the attention of Jaclyn Hakes at the address listed below. If no response is provided within thirty (30) days, we will assume that you have no comment on this action.

Should you have any questions or concerns, please do not hesitate to contact Jaclyn Hakes at jhakes@mjels.com.

Sincerely,

[Signature]

Jaclyn Hakes, AICP
Associate/Director of Planning Services

cc: File, Albany County Public Works, Albany County Legislature
Attachment: Full Environmental Assessment Form, Part 1
Full Environmental Assessment Form  
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor, and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
</tr>
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<tbody>
<tr>
<td>Design and Construction for the Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85)</td>
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</table>

<table>
<thead>
<tr>
<th>Project Location (describe, and attach a general location map):</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Scotland Road/Route 85 in the Town of Bethlehem, just east of intersection with Kenwood Avenue</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Brief Description of Proposed Action (include purpose or need):</th>
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<tbody>
<tr>
<td>The existing structure carrying the Albany County Rail Trail is an old railroad bridge (BIN 7032650), constructed in 1912. The bridge has experienced numerous impacts, causing damage and providing an insufficient vertical clearance over New Scotland Road (NYS Route 85). Additionally, the column supports are in an advanced state of deterioration. The project includes the design and construction of a potential replacement or rehabilitation of the pedestrian bridge carrying the Albany County Rail Trail over New Scotland Road (NYS Route 85) in the Town of Bethlehem in Albany County. Should a bridge replacement be proposed, the proposed bridge replacement project would include designing a demolition plan for removal of the existing structure, designing a replacement pedestrian structure, and resurfacing or replacing the existing wingwalls.</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Name of Applicant/Sponsor:</th>
</tr>
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<tbody>
<tr>
<td>Lisa Ramundo - Albany County DPW Commissioner</td>
</tr>
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<table>
<thead>
<tr>
<th>Telephone:</th>
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<tbody>
<tr>
<td>518-655-7902</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail:</th>
</tr>
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<tbody>
<tr>
<td><a href="mailto:lisa.ramundo@albanycountyny.gov">lisa.ramundo@albanycountyny.gov</a></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Address:</th>
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<tbody>
<tr>
<td>449 New Salem Road</td>
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<table>
<thead>
<tr>
<th>City/PO:</th>
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<tbody>
<tr>
<td>Voorheesville</td>
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<table>
<thead>
<tr>
<th>State:</th>
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<tbody>
<tr>
<td>New York</td>
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<table>
<thead>
<tr>
<th>Zip Code:</th>
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<tbody>
<tr>
<td>12186</td>
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<table>
<thead>
<tr>
<th>Project Contact (if not same as sponsor; give name and title/role):</th>
</tr>
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<tbody>
<tr>
<td>Daniel A. Eckert, P.E. - Project Manager</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Telephone:</th>
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<tbody>
<tr>
<td>518-371-0799</td>
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<table>
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<tr>
<th>E-Mail:</th>
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<tr>
<td><a href="mailto:deckert@mjels.com">deckert@mjels.com</a></td>
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<thead>
<tr>
<th>Address:</th>
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<tbody>
<tr>
<td>1533 Crescent Road</td>
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<thead>
<tr>
<th>City/PO:</th>
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<tbody>
<tr>
<td>Clifton Park</td>
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<tr>
<th>State:</th>
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<tbody>
<tr>
<td>New York</td>
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<tr>
<th>Zip Code:</th>
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<tbody>
<tr>
<td>12065</td>
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<table>
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<tr>
<th>Property Owner (if not same as sponsor):</th>
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<tbody>
<tr>
<td>Telephone:</td>
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<td>E-Mail:</td>
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<th>Address:</th>
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| State: |
| Zip Code: |
### B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

<table>
<thead>
<tr>
<th>Government Entity</th>
<th>If Yes: Identify Agency and Approval(s) Required</th>
<th>Application Date (Actual or projected)</th>
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</thead>
<tbody>
<tr>
<td>a. City Council, Town Board, or Village Board of Trustees</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>b. City, Town or Village Planning Board or Commission</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>c. City, Town or Village Zoning Board of Appeals</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>d. Other local agencies</td>
<td>Yes/No</td>
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<tr>
<td>e. County agencies</td>
<td>Yes/No Albany County</td>
<td></td>
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<tr>
<td>f. Regional agencies</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>g. State agencies</td>
<td>Yes/No</td>
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<tr>
<td>h. Federal agencies</td>
<td>Yes/No</td>
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</table>

i. Coastal Resources.
   1. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? Yes/No
   2. Is the project site located in a community with an approved Local Waterfront Revitalization Program? Yes/No
   3. Is the project site within a Coastal Erosion Hazard Area? Yes/No

### C. Planning and Zoning

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes/No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes/No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes/No

If Yes, identify the plan(s):
NYS Heritage Areas: Mohawk Valley Heritage Corridor

If Yes, is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes/No

If Yes, identify the plan(s):
C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance?  ☑ Yes ☐ No
   If Yes, what is the zoning classification(s) including any applicable overlay district?
   The project site is located within a Hamlet (H) zoning district.

b. Is the use permitted or allowed by a special or conditional use permit?  ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action?  ☐ Yes ☐ No
   i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Bethlehem Central School District

b. What police or other public protection forces serve the project site?
   Town of Bethlehem Police, Albany County Sheriff, NYS Police

c. Which fire protection and emergency medical services serve the project site?
   Slingerlands Fire District, Bethlehem Volunteer Ambulance, Western Tumpike Rescue Squad

d. What parks serve the project site?
   Fireman Memorial Park is immediately north of the project site.
   The project site is a recreational facility.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Bridge rehabilitation or replacement for recreational use as a portion of the Helderberghudson Rail Trail.

b. a. Total acreage of the site of the proposed action?
   b. Total acreage to be physically disturbed?
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?

   1.31 acres
   0.77 acres
   66.51 acres

c. Is the proposed action an expansion of an existing project or use?  ☑ Yes ☐ No
   i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)?  %
   Units:

d. Is the proposed action a subdivision, or does it include a subdivision?  ☑ Yes ☐ No
   i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

   ii. Is a cluster/conservation layout proposed?  ☑ Yes ☐ No

   iii. Number of lots proposed?

   iv. Minimum and maximum proposed lot sizes? Minimum  Maximum

c. Will the proposed action be constructed in multiple phases?  ☑ Yes ☐ No
   i. If No, anticipated period of construction: 5 months

   ii. If Yes:
   • Total number of phases anticipated
   • Anticipated commencement date of phase 1 (including demolition)  month  year
   • Anticipated completion date of final phase  month  year
   • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Page 3 of 13
f. Does the project include new residential uses?  
If Yes, show numbers of units proposed. 

<table>
<thead>
<tr>
<th></th>
<th>One Family</th>
<th>Two Family</th>
<th>Three Family</th>
<th>Multiple Family (four or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>At completion of all phases</td>
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</tbody>
</table>

- \( \square \) Yes \( \square \) No

- Does the proposed action include new non-residential construction (including expansions)? 
- \( \square \) Yes \( \square \) No

  - Total number of structures
  - Dimensions (in feet) of largest proposed structure: ______ height; ______ width; and ______ length
  - Approximate extent of building space to be heated or cooled: ______ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? 
- \( \square \) Yes \( \square \) No

  - Purpose of the impoundment:
    - If a water impoundment, the principal source of the water:  
      - \( \square \) Ground water \( \square \) Surface water streams \( \square \) Other specify:
    - If other than water, identify the type of impounded/contained liquids and their source.

  - Approximate size of the proposed impoundment. Volume: ______ million gallons; surface area: ______ acres
  - Dimensions of the proposed dam or impounding structure: ______ height; ______ length
  - Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

- Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  
- \( \square \) Yes \( \square \) No
  - (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

  - If Yes:
    - i. What is the purpose of the excavation or dredging?
    - ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
      - Volume (specify tons or cubic yards):
      - Over what duration of time?
    - iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

  - iv. Will there be onsite dewatering or processing of excavated materials? 
    - \( \square \) Yes \( \square \) No
    - If yes, describe.

  - v. What is the total area to be dredged or excavated? ______ acres
  - vi. What is the maximum area to be worked at any one time? ______ acres
  - vii. What would be the maximum depth of excavation or dredging? ______ feet
  - viii. Will the excavation require blasting?
    - \( \square \) Yes \( \square \) No
  - ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? 
- \( \square \) Yes \( \square \) No

  - i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):
ii. Describe how the proposed action would affect that waterbody or wetland, e.g., excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments?
   If Yes, describe:

   iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?
      If Yes:
      - acres of aquatic vegetation proposed to be removed:
      - expected acreage of aquatic vegetation remaining after project completion:
      - purpose of proposed removal (e.g., beach clearing, invasive species control, boat access):
      - proposed method of plant removal:
      - if chemical/herbicide treatment will be used, specify product(s):

   v. Describe any proposed reclamation/mitigation following disturbance:

   c. Will the proposed action use, or create a new demand for water?
      If Yes:
      i. Total anticipated water usage/demand per day: ________ gallons/day
      ii. Will the proposed action obtain water from an existing public water supply?
         If Yes:
         - Name of district or service area:
         - Does the existing public water supply have capacity to serve the proposal?
         - Is the project site in the existing district?
         - Is expansion of the district needed?
         - Do existing lines serve the project site?

      iii. Will line extension within an existing district be necessary to supply the project?
         If Yes:
         - Describe extensions or capacity expansions proposed to serve this project:
         - Source(s) of supply for the district:

      iv. Is a new water supply district or service area proposed to be formed to serve the project site?
         If Yes:
         - Applicant/sponsor for new district:
         - Date application submitted or anticipated:
         - Proposed source(s) of supply for new district:

      v. If a public water supply will not be used, describe plans to provide water supply for the project:

      vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: ________ gallons/minute.

   d. Will the proposed action generate liquid wastes?
      If Yes:
      i. Total anticipated liquid waste generation per day: ________ gallons/day
      ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

   iii. Will the proposed action use any existing public wastewater treatment facilities?
      If Yes:
      - Name of wastewater treatment plant to be used:
      - Name of district:
      - Does the existing wastewater treatment plant have capacity to serve the project?
      - Is the project site in the existing district?
      - Is expansion of the district needed?
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  □ Yes □ No  
If Yes:
  - Applicant/sponsor for new district:
  - Date application submitted or anticipated:
  - What is the receiving water for the wastewater discharge?
  
vi. Describe any plans or designs to capture, recycle or reuse liquid waste:

<table>
<thead>
<tr>
<th>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? □ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. How much impervious surface will the project create in relation to total size of project parcel?</td>
</tr>
<tr>
<td>Square feet or acres (impervious surface)</td>
</tr>
<tr>
<td>Square feet or acres (parcel size)</td>
</tr>
<tr>
<td>ii. Describe types of new point sources.</td>
</tr>
<tr>
<td>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</td>
</tr>
<tr>
<td>- If to surface waters, identify receiving water bodies or wetlands:</td>
</tr>
<tr>
<td>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? □ Yes □ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? □ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</td>
</tr>
<tr>
<td>Heavy construction equipment and fleet vehicles for travel to/from site, Dump trucks and flat beds for material delivery</td>
</tr>
<tr>
<td>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</td>
</tr>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? □ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) □ Yes □ No</td>
</tr>
<tr>
<td>ii. In addition to emissions as calculated in the application, the project will generate:</td>
</tr>
<tr>
<td>- ______________ Tons/year (short tons) of Carbon Dioxide (CO₂)</td>
</tr>
<tr>
<td>- ______________ Tons/year (short tons) of Nitrous Oxide (N₂O)</td>
</tr>
<tr>
<td>- ______________ Tons/year (short tons) of Perfluorocarbons (PFCs)</td>
</tr>
<tr>
<td>- ______________ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)</td>
</tr>
<tr>
<td>- ______________ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</td>
</tr>
<tr>
<td>- ______________ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</td>
</tr>
</tbody>
</table>
h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? □ Yes □ No
   i. Estimate methane generation in tons/year (metric):
   ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring):

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? □ Yes □ No
   If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? □ Yes □ No
   i. When is the peak traffic expected (Check all that apply): □ Morning  □ Evening  □ Weekend
      □ Randomly between hours of _________ to _________.
   ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks):

   iii. Parking spaces: Existing __________ Proposed __________ Net increase/decrease

iv. Does the proposed action include any shared use parking? □ Yes □ No
v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? □ Yes □ No
vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? □ Yes □ No
viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? □ Yes □ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? □ Yes □ No
   i. Estimate annual electricity demand during operation of the proposed action:

   ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

   iii. Will the proposed action require a new, or an upgrade, to an existing substation? □ Yes □ No

l. Hours of operation. Answer all items which apply.
   i. During Construction:
      • Monday - Friday: _______am to __________pm
      • Saturday: __________ N/A
      • Sunday: __________ N/A
      • Holidays: __________ N/A
   ii. During Operations:
      • Monday - Friday: Dawn to Dusk
      • Saturday: Dawn to Dusk
      • Sunday: Dawn to Dusk
      • Holidays: Dawn to Dusk
m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? □ Yes ☑ No
If yes:
   i. Provide details including sources, time of day and duration:

   ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? □ Yes □ No
       Describe:

n. Will the proposed action have outdoor lighting? □ Yes ☑ No
   If yes:
   i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

   ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? □ Yes □ No
       Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? □ Yes ☑ No
   If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? □ Yes ☑ No
   If Yes:
   i. Product(s) to be stored
   ii. Volume(s) per unit time (e.g., month, year)
   iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? □ Yes ☑ No
   If Yes:
   i. Describe proposed treatment(s):

   ii. Will the proposed action use Integrated Pest Management Practices? □ Yes □ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes □ No
   If Yes:
   i. Describe any solid waste(s) to be generated during construction or operation of the facility:
      - Construction: Lead Paint tons per TBD (unit of time)
      - Operation: N/A tons per N/A (unit of time)
   ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
      - Construction: Existing steel with lead paint cannot be re-used onsite or recycled.
      - Operation: N/A

   iii. Proposed disposal methods/facilities for solid waste generated on-site:
      - Construction: Materials with lead-based paint will be disposed of at a proper facility.
      - Operation: N/A
s. Does the proposed action include construction or modification of a solid waste management facility?  □ Yes  □ No
If Yes:
   i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities):

   ii. Anticipated rate of disposal/processing:
   • _______ Tons/month, if transfer or other non-combustion/thermal treatment, or
   • _______ Tons/hour, if combustion or thermal treatment

   iii. If landfill, anticipated site life: ____________________________ years

   t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  □ Yes  □ No
If Yes:
   i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility:

   ii. Generally describe processes or activities involving hazardous wastes or constituents:

   iii. Specify amount to be handled or generated ______ tons/month

   iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents:

   v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  □ Yes  □ No
If Yes: provide name and location of facility:
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
   i. Check all uses that occur on, adjoining and near the project site.
   □ Urban  □ Industrial  □ Commercial  □ Residential (suburban)  □ Rural (non-farm)
   □ Forest  □ Agriculture  □ Aquatic  □ Other (specify): Transportation
   ii. If mix of uses, generally describe:
The project site is a former rail bed through a mixed residential and commercial portion of the Town of Bethlehem, Hamlet of Slingerlands. The rail bridge to be rehabilitated or replaced crosses over NYS Route 85.

b. Land uses and covertypes on the project site.

<table>
<thead>
<tr>
<th>Land use or Covertype</th>
<th>Current Acreage</th>
<th>Acreage After Project Completion</th>
<th>Change (Acres +/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads, buildings, and other paved or impervious surfaces</td>
<td>0.48</td>
<td>0.58</td>
<td>+0.10</td>
</tr>
<tr>
<td>Forested</td>
<td>0.22</td>
<td>0.13</td>
<td>-0.09</td>
</tr>
<tr>
<td>Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td>
<td>0.46</td>
<td>0.55</td>
<td>+0.09</td>
</tr>
<tr>
<td>Agricultural (includes active orchards, field, greenhouse etc.)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Surface water features (lakes, ponds, streams, rivers, etc.)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Wetlands (freshwater or tidal)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Non-vegetated (bare rock, earth or fill)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
| Other
   Describe: Gravel path, gravel parking area               | 0.14            | 0.04                            | -0.10             |
c. Is the project site presently used by members of the community for public recreation?  
   i. If Yes: explain: The site is a section of gravel path aligned with the remainder of the paved Rail Trail.  
   ☑ Yes ☐ No

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  
   If Yes,  
   i. Identify Facilities:  
      Slingerlands Elementary School, Slingerlands Community Methodist Church

c. Does the project site contain an existing dam?  
   If Yes:  
   i. Dimensions of the dam and impoundment:  
      - Dam height: ______________________ feet  
      - Dam length: ______________________ feet  
      - Surface area: ______________________ acres  
      - Volume impounded: ______________________ gallons OR acre-feet
   ii. Dam's existing hazard classification:  
   iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  
   If Yes:  
   i. Has the facility been formally closed?  
      - If yes, cite sources/documentation:
   ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
   iii. Describe any development constraints due to the prior solid waste activities:

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  
   If Yes:  
   i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  
   If Yes:  
   i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database?  
      Check all that apply:  
      ☐ Yes – Spills Incidents database  
      ☐ Yes – Environmental Site Remediation database  
      ☐ Neither database  
      Provide DEC ID number(s):  
   ii. If site has been subject of RCRA corrective activities, describe control measures:

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  
   If yes, provide DEC ID number(s):

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
v. Is the project site subject to an institutional control limiting property uses?
   □ Yes □ No
   • If yes, DEC site ID number:
   • Describe the type of institutional control (e.g., deed restriction or easement):
   • Describe any use limitations:
   • Describe any engineering controls:
   • Will the project affect the institutional or engineering controls in place? □ Yes □ No
   • Explain:

E.2. Natural Resources On or Near Project Site
a. What is the average depth to bedrock on the project site? > 6.67 feet
b. Are there bedrock outcroppings on the project site?
   If Yes, what proportion of the site is comprised of bedrock outcroppings? %
c. Predominant soil type(s) present on project site: Udipsammens-Urban land complex 100 %
   %
   %
d. What is the average depth to the water table on the project site? Average: > 6.67 feet

  e. Drainage status of project site soils: □ Well Drained: % of site
     □ Moderately Well Drained: % of site
     □ Poorly Drained % of site

  f. Approximate proportion of proposed action site with slopes:
     □ 0-10%: % of site
     □ 10-15%: % of site
     □ 15% or greater: % of site

g. Are there any unique geologic features on the project site?
   If Yes, describe:
   □ Yes □ No

h. Surface water features.
   i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? □ Yes □ No

   ii. Do any wetlands or other waterbodies adjoin the project site?
     If Yes to either i or ii, continue. If No, skip to E.2.i.
     □ Yes □ No

   iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?
     □ Yes □ No

   iv. For each identified regulated wetland and waterbody on the project site, provide the following information:
     • Streams: Name Classification
     • Lakes or Ponds: Name Classification
     • Wetlands: Name Approximate Size
     • Wetland No. (if regulated by DEC)

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?
   □ Yes □ No
   If yes, name of impaired water body/bodies and basis for listing as impaired:

i. Is the project site in a designated Floodway?
   □ Yes □ No

j. Is the project site in the 100-year Floodplain?
   □ Yes □ No

k. Is the project site in the 500-year Floodplain?
   □ Yes □ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?
   □ Yes □ No
   If Yes:
   i. Name of aquifer: Principal Aquifer
m. Identify the predominant wildlife species that occupy or use the project site:

<table>
<thead>
<tr>
<th>Typical woodland / suburban species</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

n. Does the project site contain a designated significant natural community?  
☐ Yes ☑ No

  i. Describe the habitat/community (composition, function, and basis for designation):

  ii. Source(s) of description or evaluation:

  iii. Extent of community/habitat:

  - Currently: ________________ acres
  - Following completion of project as proposed: ________________ acres
  - Gain or loss (indicate + or -): ________________ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?  
☐ Yes ☑ No

  i. Species and listing (endangered or threatened):

  p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?  
☐ Yes ☑ No

  i. Species and listing:

  q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?  
☐ Yes ☑ No

  E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  
☐ Yes ☑ No

  If Yes, provide county plus district name/number:

  b. Are agricultural lands consisting of highly productive soils present?  
☐ Yes ☑ No

  i. If Yes: acreage(s) on project site? ________________

  ii. Source(s) of soil rating(s):

  c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?  
☐ Yes ☑ No

  i. Nature of the natural landmark: □ Biological Community □ Geological Feature

  ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

  d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?  
☐ Yes ☑ No

  If Yes:

  i. CEA name:

  ii. Basis for designation:

  iii. Designating agency and date:
c. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? □ Yes □ No
If Yes:
   i. Nature of historic/archaeological resource: □ Archaeological Site □ Historic Building or District
   ii. Name: House at 680 Kenwood Avenue, Slingerlands Historic District
   iii. Brief description of attributes on which listing is based:

Architecture:

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? □ Yes □ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? □ Yes □ No
If Yes:
   i. Describe possible resource(s): CP Rail Bridge over Rt 85
   ii. Basis for identification: Contributing feature to abovementioned district, age and type of structure, materials used

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? □ Yes □ No
If Yes:
   i. Identify resource: Switz Wetland
   ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Local Conservation Measure with walking trail
   iii. Distance between project and resource: 1.2 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? □ Yes □ No
If Yes:
   i. Identify the name of the river and its designation:
   ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? □ Yes □ No

F. Additional Information
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name: Lisa M. Ramrow Date: 1-31-2019

Signature: [Signature] Title: Commissioner
| E.2.p. [Rare Plants or Animals]            | No       |
| E.3.a. [Agricultural District]            | No       |
| E.3.c. [National Natural Landmark]        | No       |
| E.3.d [Critical Environmental Area]       | No       |
| E.3.e. [National Register of Historic Places] | Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook. |
| E.3.e.ii [National Register of Historic Places - Name] | House at 698 Kenwood Avenue, Slingerlands Historic District |
| E.3.f. [Archeological Sites]              | Yes      |
| E.3.i. [Designated River Corridor]        | No       |
February 5, 2019

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

Dear Chairman Joyce:

The Department of Public Works (DPW) is requesting the Legislature’s authorization to adopt the County Department of Economic Development, Conservation and Planning’s, State Environmental Quality Review (SEQR) determination for the Albany County Rail Trail Bridge over SR 85 (New Scotland Road) Bridge Replacement project. The findings made on February 8, 2019, show that this project should be listed as SEQR Type 1. Therefore, DPW is requesting authorization for the County to seek lead agency for this project. This project is part of DPW’s 2018-2022 Capital Plan. The County has completed part 1 of the Environmental Assessment form.

I have attached Laura DeGaetano’s determination and I am available for any questions at 765-2055.

Sincerely,

Lisa M. Ramundo
Commissioner

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

TO: Lisa Ramundo, Commissioner
CC:
FROM: Laura DeGaetano
DATE: May 9, 2019.
RE: Lead Agency Designation
SUBJECT: Albany County Rail Trail – Bridge over Rte 85

The Department of Economic Development, Conservation and Planning commenced a review to determine SEQR Lead Agency status for the Albany County Rail trail bridge over State Route 85 project.

As the agency principally responsible for carrying out and approving the project, it was determined that it is appropriate for the County to seek Lead Agency status and conduct a coordinated review pursuant to 6 NYCRR Part 617.6 (b)(2)(3). A letter establishing Albany County’s intent to seek Lead Agency Status and a request for concurrence was sent to involved and interested agencies along with Part I of the SEQR Full Environmental Assessment Form.

Following the required 30-day period for involved and interested agencies to comment on the county’s intent to serve as Lead Agency, no comments were received opposing the proposed Lead Agency Status.

After establishing lead agency status, the County must take all necessary steps to conduct a review and determine the significance of the action in accordance with NYCRR Part 6 section 617.7 and must immediately prepare, file, and publish the determination and provide written notice of its determination of significance to the applicant and all identified involved agencies.
April 11, 2019

Jacklyn Hakes, AICP
MJ Engineering and Land Surveying, P.C.
1533 Crescent Road
Clifton Park, NY 12065

RE: SEQR LEAD AGENCY COORDINATION RESPONSE
   Replacement or Rehabilitation of the Albany County Rail Trail Bridge over New Scotland Road (NYS Route 85)

Dear Ms. Hakes,
This letter responds to your correspondence of March 29, 2019, regarding Lead Agency coordination for the project referenced herein, under Article 8 (State Environmental Quality Review – SEQR) of the Environmental Conservation Law and 6NYCRR Part 617. The Bethlehem Town Board discussed this project at its February 27th and April 10th, 2019 meetings.

Lead Agency Status
The Town has no objection to the Albany County Legislature assuming Lead Agency status. While the Town has no approval authority on the project we are considered an Interested agency since the project is occurring in our municipality. We request that you keep the Town informed on the progress of the environmental review (SEQR) as issues are reviewed/documented. Coordination with our Public Works, Police, and Highway Departments during construction is requested.

Comments
Overall, the Town is concerned that a bridge replacement project would raise the height of the bridge to accommodate truck traffic within this portion of the Slingerlands Historic District between the Slingerlands roundabout and bridge. Currently, the low bridge height restricts trucks from traveling this stretch of roadway. Since the historic bridge structure is influential on the character of Slingerlands, the County’s environmental review should analyze the traffic and community character impacts associated with the replacement and rehabilitation alternatives.

We offer the following comments:
1. EAF Part B, Governmental Approvals should identify NYSDOT as an involved agency since the State Agency would issue a Highway Work Permit for any work within the Route 85 state right-of-way.
2. As you are aware there is public interest from residents within the Slingerlands Historic District. While we understand an Environmental Impact Statement is not being prepared, it is important to recognize the EIS procedures provides for the public’s opportunity to review documents and analyses. Without an EIS, what are the County’s procedures that would provide the public the opportunity to review documents and provide comments before the County Legislature makes a
SEQR Determination of Significance? Will a Project Design Report be prepared? If so, when will it be made available for public comment and what timeframe does the public have to comment prior to action by the County Legislature.

3. EAF Part D.2 j. relates to traffic impacts. The EAF reflects a “No” answer. We recommend the response reflect “Yes”, and a Traffic Impact Study be completed that analyzes the replacement and rehabilitation alternatives.
   a. The study should quantify and evaluate the expected increase in and impact of truck traffic on the portion of New Scotland Road between Kenwood Avenue and Slingerlands roundabout. The study should identify the new or different demands on this portion of New Scotland Road within a residential area. What are the changes in motorized traffic patterns as a result of a bridge replacement project and bridge rehabilitation project? What is the expected truck traffic growth in the Town of New Scotland that could travel through the Historic District as a result of bridge replacement project?
   b. Conduct a level-of-service analysis at the Kenwood Avenue/New Scotland Avenue intersection. What are the effects of shifting truck traffic from Kenwood Avenue to New Scotland Road approaches at the Kenwood Avenue/New Scotland Road intersection? The transportation and land use compatibility and quality of life/ livability issues should also be addressed. Any impacts identified should be mitigated.

4. Part E.3.e relates to the Slingerlands Historic District and the bridge as a contributing feature to the District. Community character is, in part, influenced by the buildings and structures that exist in our community; and historic structures such as the bridge are especially influential on the character of the built environment. As noted by the NYSDEC SEQR Workbook, whenever existing structures are replaced or removed, the character of the street, neighborhood, district or entire community can change. We recommend the environmental review assess the impacts of bridge replacement on the community character of the Slingerlands Historic District.
   a. According to the historic district nomination forms, the rail line (Albany & Susquehanna Railroad) was completed in this area by 1869, which included a stop near the New Scotland Road crossing, and the vast majority of the houses in the historic district were constructed, giving the district its present-day historic character. The historic character is reflective of the development of American architecture from the late-Federal and early Greek Revival period, to the various styles of the post-Civil War nineteenth century, to twentieth century styles such as Bungalow and Colonial Revival. The railroad bridge was constructed in 1912 to create a grade separation between New Scotland Road and the rail line. As such, the contributing factor of the bridge is reflective of distinctive development periods within the historic district resulting from the railroad.

5. How will the visual impacts for both the replacement and rehabilitation alternatives be determined? It is recommended that the development of a Visual Impact Assessment (VIA) be guided by the relevant techniques in Chapters 4 through 7 of the 2015 FHWA Guidelines for the Visual Impact Assessment of Highway Projects.

6. EAF Part D.2 e. relates to stormwater. The New Scotland Road area under the bridge experiences occasional flooding during storm events. Are there plans to improve the stormwater drainage system to address the flooding?

7. The Town maintains existing water and sewer lines in the project area (such as Mullen's Road). The water lines in this area are very old and have had numerous breaks in the past few years, so
care will need to be taken during construction activities. Please submit construction/staging plans for equipment and materials so that Town Department of Public Works can understand potential stresses that may be placed on existing Town utilities.

Please feel free to contact me at 518-439-4955 or by email at dvanluven@townofbethlehem.org if you have any questions or wish to further discuss.

Sincerely,

David VanLuven
Bethlehem Town Supervisor

cc: Lisa Ramundo, Albany County DPW
Bridge Facts

- Bridge constructed in 1912
- County acquired the rail property in 2009
- The bridge is a contributing structure within the Slingerlands Historic District
- Bridge is located within the Slingerlands Historic District
Project Background

- **2008 - Bridge Inspection Report:**
  - “Overall, the structural steel, concrete deck, and concrete substructures are in very poor condition.”

- **2017 - NYSDOT ground based inspection:**
  - “Impact damage to the support post below deck could significantly affect the load carrying capacity of the structure”

- **2018 - Bridge Inspection Report:**
  - “There are strong concerns over its longevity to remain supporting itself”
  - “Strongly recommend the County begin routinely monitoring the structure to look for deformation or movement”
Project Background (cont.)

- "suggest placing barricades on top to ensure no maintenance equipment is passing over the bridge which could be detrimental in its state of reduced steel integrity"

- The project was initiated to address the deficient structural condition of the bridge noted in the 2018 Bridge Inspection Report

- This is the last bridge to be worked on along the Albany County Rail Trail
The County issued an RFP titled, “Design and Construction Inspection Services for the Helderberg Hudson Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project.”

Although the title of the RFP indicates “Bridge Replacement”, the County has been fully invested in investigating and considering both the rehabilitation and replacement alternatives.

MJ Engineering & Land Surveying, P.C. (MJ) was awarded the contract in November 2018.
- MJ performed a design inspection of the bridge in November 2018
- In response to structural deficiencies noted in the inspection report, emergency column repairs were completed in January 2019
Inspection & Findings (cont.)
Emergency Repairs

Concern over the Pier Columns:

- Caused by Impact Damage and deterioration
- Reduction of bearing area and 50% section loss at the base of the column
- Temporarily repaired on January 6, 2019 to maintain structural integrity
1. Provide a bridge condition rating above minimum safety standards:
   - Rehabilitation: Approximate 35-year design life providing cost effective techniques to minimize the life cycle costs of maintenance and repair
   - Replacement: 75-year (min.) design life per AASHTO

2. Address bridge geometric vulnerabilities & deficiencies.

3. Provide a structural solution that maintains public safety and blends in with the historical nature of the area.

4. Limit impacts to surrounding properties in close proximity of the project site.
5. Improve existing facilities and services using cost effective measures.

6. Provide ADA compliance for pedestrian facilities along NY Route 85.

7. Accommodate H-10 emergency vehicle loading along the trail (AASHTO LRFD, Section 3.2 H-10).
Current Project Funding & Grants

Current / Anticipated Funding: County Bonding Process

Potential Grant Opportunities:
- 2019 NYS Consolidated Funding Application (CFA) - EPF Parks, Preservation & Heritage Parks Program (OPRHP)
- NYSDOT Transportation Alternatives Program (TAP) - No current round announced
- Preservation League of NYS
  - Technical Assistance Grant
  - Donald Stephen Gratz Preservation Services Fund

Engineering and Land Surveying, P.C.
Project Investigations

- Inspection of the existing structure
- Initiated the SEQRA process
- Historical/Environmental screening
- Utility locations/early coordination
- Traffic counts along NY Route 85, Cherry Avenue, Kenwood Road focusing on truck volumes
- Subsurface investigations
Traffic counts along NY Route 85, Cherry Avenue, Kenwood Road focusing on truck volumes

- Heaviest truck traffic from 8 am to 4 pm
- Trucks included 18-wheelers, garbage, box and large delivery trucks
- Total of 14 trucks passed through the project
- Total of 32 trucks used alternate routes
Current Project Status

- Initial Screenings and Investigations are in progress
- Initial meetings with Town, Historic Societies, and other stakeholders
- Coordination with NYSDOT regarding potential work on NY Route 85
- SEQRA Coordinated Review Initiated by the County
- Design alternatives are currently being investigated
Alternatives Considered

1. Null Alternative (do nothing)
2. Rehabilitation Alternatives
   a. Repair in place
   b. Repair and lift to meet standard vertical clearance
3. Replacement Alternatives
   a. Two-Girder Superstructure
   b. Prefabricated Truss Superstructure
Null Alternative

Alternative 1

- Structural deterioration will continue eventually causing the closure and/or removal of the bridge
- Used as baseline in determining if other alternatives meet the project objectives
Alternative 2a – Rehabilitate/Repair in Place

- Replacement of Pier columns
- Replacement of floor beams that have experienced impact damage and extreme deterioration at the bearing areas
- Repairs to the impact damage, i.e. cover plates, stiffeners, flange angles
- Steel Repairs to fix perforations in the web of the main load carrying girders
- Concrete Repairs / Replacement for the Knee walls and abutments that had undermining of the bearings
Rehabilitation Alternative (cont.)

- Resurfacing of the existing abutments / retaining walls along the sidewalks
- New sidewalks where excavation / demolition was needed for column repair and paved trail over bridge
- Lead paint containment
- Painting of all steel elements

Total Range of Cost = $2.7 to $3.2 M
Alternative 2b – Rehabilitate/Repair and Raise Structure

- This alternative is the same as Alternative 2a with the addition of raising the superstructure to meet current NYSDOT vertical clearance requirements.
- Modifications to the existing abutment seat walls and pedestals

Total Range of Cost = $3.9 to 4.4 M
Replacement Alternative

Alternative 3a – Replacement with 2-Girder Structure

- Remove existing superstructure and pier frames
- Modification of existing knee walls and sidewalks along New Scotland Road
- Construct new Concrete Abutments on spread footings behind the existing abutment/retaining walls that are to remain
- New painted steel superstructure with concrete deck
- 12-foot trail width across the bridge will be provided for the multi-use path
- Lead paint containment for removal of structure

Engineering and Land Surveying, P.C.
Replacement Alternative (cont.)

- Resurfacing of the existing abutments / retaining walls along the sidewalks
- Structure will provide a minimum of 15’-6” vertical clearance over New Scotland Road to allow for the minimum required vertical clearance per NYSDOT
- Landscaping will be completed around the new structure
- Raising the structure, rehabilitation of sidewalks, and removing piers will increase line of sight and roadway width

Total Range of Cost = $1.4 to $1.9 M
Example: 2-Girder Elevation (similar to existing structure)
Replacement Alternative (cont.)

- Similar length and layout as the Alternative 3a

Total Range of Cost = $1.2 to 1.7 M
Example: Prefabricated Truss Elevation
Replacement structure type and philosophies:

- There are differing philosophies regarding the replacement structure aesthetics:
  a. The replacement structure should echo the design features of the existing structure.
  b. The replacement structure should not imitate the design features of the existing structure.
# Project Data Comparison

<table>
<thead>
<tr>
<th></th>
<th>Existing Bridge</th>
<th>Replacement Bridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Span (ft)</td>
<td>79’ (+/-)</td>
<td>140’</td>
</tr>
<tr>
<td>Length (ft)</td>
<td>41’-3” (24’-2” between Piers)</td>
<td>41’-3” (exist. abutments to remain)</td>
</tr>
<tr>
<td>Bridge Width (ft)</td>
<td>42’</td>
<td>14’ (+/-)</td>
</tr>
<tr>
<td>Skew (degrees)</td>
<td>60°-10°-0”</td>
<td>0°</td>
</tr>
<tr>
<td>Vertical Clearance (ft)</td>
<td>12’-2”</td>
<td>15’-6” (min.)</td>
</tr>
<tr>
<td>NY 85 Sidewalk Width (ft)</td>
<td>3’-8” ±</td>
<td>5’-0” ±</td>
</tr>
<tr>
<td>Construction Detour Duration</td>
<td>4-5 months</td>
<td>1 month</td>
</tr>
</tbody>
</table>

**Engineering and Land Surveying, P.C.**
<table>
<thead>
<tr>
<th>Objective</th>
<th>Alt. 2a</th>
<th>Alt. 2b</th>
<th>Alt. 3a</th>
<th>Alt. 3b</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Restore Condition Rating</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2 Resolve Geometric Deficiencies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#3 Maintain Historic Nature</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#4 Limit ROW Impacts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#5 Improve Existing Facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#6 ADA Compliance (NY Route 85)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#7 Accommodate Emergency Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Legend:
- **Meets Objective**
- **Partially meets Objective**
- **Does not meet Objective**
Conceptual Cost Comparison

<table>
<thead>
<tr>
<th>Conceptual Alternative Cost Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alt. 2a</td>
</tr>
<tr>
<td>(Rehab.)</td>
</tr>
<tr>
<td>Total Range of Price</td>
</tr>
</tbody>
</table>

**Note:** Costs derived from recent NYSDOT bid history and recent bid experience.
Range of Cost vs. Design Life

<table>
<thead>
<tr>
<th></th>
<th>Alt. 2a (Rehab.)</th>
<th>Alt. 2b (Rehab. &amp; Raised)</th>
<th>Alt. 3a (Replacement w/ 2-Girder)</th>
<th>Alt. 3b (Replacement w/ Pre-fab. Truss)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Range of Cost</strong></td>
<td>$2.7 to $3.2 M</td>
<td>$3.9 to $4.4 M</td>
<td>$1.4 to $1.9 M</td>
<td>$1.2 to $1.7 M</td>
</tr>
<tr>
<td><strong>Estimated Design Life</strong></td>
<td>Approx. 35 Years, Vulnerability for impact not addressed</td>
<td>Approx. 35 Years, Vulnerability for impact not addressed</td>
<td>75 years</td>
<td>75 years</td>
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<tr>
<td><strong>Estimated Investment over Design Life (per year)</strong></td>
<td>~ $77k to $91k</td>
<td>~ $111k to $126k</td>
<td>~ $19k to $25k</td>
<td>~ $16k to 23k</td>
</tr>
</tbody>
</table>

**Notes:**
1. Design Life is time structure is expected to carry designed loading
2. All options will require routine inspection and maintenance costs, i.e. bridge cleaning, structural inspection, etc.

Engineering and Land Surveying, P.C.
Next Steps

1. Receive public input and continue to evaluate alternatives
2. Development of Design Approval Document (DAD)
3. Complete SEQRA Review
4. Schedule Design Charette with Stakeholders
5. Public Information Meeting No. 2
6. County to select preferred alternative for design approval
7. Complete DAD and obtain Design Approval
8. Prepare construction documents
9. Award and construct project
QUESTIONS?
May 6, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval of an agreement with Atlantic Pavement Marking, Inc., as low bidder for the annual striping of County highways for an amount not to exceed $207,500.00 which is the amount in the line item in the approved budget. The base bid was $183,770.40 and the RFP allowed bidders to provide unit prices on optional additional services. We request that the Legislature authorize the amount in the 2019 budget ($207,500.00) which will allow the contractor to provide limited additional striping and optional services, as per bid, on an as needed basis.

Also, the agreement provides for two (2) one year renewals up to $207,500.00 per year if both parties agree to it.

We have included all supporting documentation. If further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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

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

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

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
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):
Atlantic Pavement Marking Inc.
15 Industrial Rd.
Prospect, CT 06712

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

Amount/Raise Schedule/Fee: 207,500.00
Scope of Services:
Paint Striping of County Roadways

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☒ No □
Anticipated in Current Budget:
Yes ☒ No □
**County Budget Accounts:**

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

Appropriation Account and Line: D95020.44004
Appropriation Amount: $207,500.00

**Source of Funding - (Percentages)**

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

**Term**

Term: (Start and end date) 7/1/2019-6/30/20
Length of Contract: One Year with Two One Year Renewals

**Impact on Pending Litigation**

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

**Previous requests for Identical or Similar Action:**

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

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

The Department of Public Works is requesting the Legislature’s approval of an agreement with Atlantic Pavement Marking, Inc., as low bidder for the annual striping of County highways for an amount not to exceed $207,500.00 which is the amount in the line item in the approved budget. The base bid was $183,770.40 and the RFP allowed bidders to provide unit prices on optional additional services. We request that the Legislature authorize the amount in the 2019 budget ($207,500.00) which will allow the contractor to provide limited additional striping and optional services as per bid, on an as needed basis.

Also, the agreement provides for two (2) one year renewals up to $207,500.00 per year if both parties agree to it.
MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
   Public Works

FROM: Karen Storm
       Purchasing Agent

DATE: May 6, 2019

RE: RFB#2019-055, Painting of Traffic Lines on County Road

I am in receipt of your recommendation to award the aforementioned Request for Bids to Atlantic Pavement Marking, Inc. in the amount not to exceed $207,500.00.

As Atlantic Pavement Marking, Inc. 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.
Memorandum

TO: Lisa M. Ramundo, Commissioner
FROM: Bill Anslow, CEI
DATE: May 3, 2019
RE: RFB 2019-055
    Pavement Striping

Having reviewed the two (2) bid proposals for Pavement Striping, I would like to recommend the low responsive bidder, Atlantic Pavement Marking, be awarded the bid not to exceed $207,500.00 which is the amount in the line item from the approved budget. The actual amount of the bid was for $183,770.40. The difference would allow us to provide additional striping if necessary.

Please let me know if you have any questions.

WA:ct
RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: May 3, 2019

RE: RFB 2019-055
Pavement Striping

Based on the two (2) bids received for the departments Pavement Striping of Various County Roads, I concur with our Engineering Office and recommend the award go to the lowest bidder, Atlantic Pavement Marking, Inc., for an amount not to exceed $207,500.00 which is the amount in the line item from the approved budget. The actual amount of the bid was for $183,770.40. The difference would allow us to provide additional striping if necessary.

If you have any questions, please feel free to contact my office.
<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>ALBANY COUNTY ESTIMATED QUANTITY</th>
<th>ALBANY COUNTY TOTAL COST</th>
<th>ALBANY COUNTY TOTAL COST</th>
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<td>2,798,400 FEET</td>
<td>$</td>
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<td>640.11</td>
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<td>2,376,000 FEET</td>
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<tr>
<td></td>
<td><strong>TOTAL BASE BID</strong></td>
<td></td>
<td>$</td>
<td>183,770.40</td>
<td>$220,123.20</td>
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<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>Total cost to all municipalities</th>
<th>Total cost to all municipalities</th>
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</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td><strong>Total Cost to all Municipalities</strong></td>
<td>$</td>
<td>129,263.64</td>
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</table>
NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2019-055

Sealed bids for Painting Traffic Lines on Albany County Roadways as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, May 2, 2019.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com, starting by close of business (4:30 p.m.) on (April 18, 2019).

Karen A. Storm
Purchasing Agent

Dated: April 12, 2019
Albany, New York

PUBLISH ONE DAY – APRIL 18, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – APRIL 18, 2019 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS 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

1.1 Title: Painting Traffic Lines on Albany County Roadways
1.2 Requesting Department: Albany County Department of Public Works
1.3 Bid Number: #2019-055

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for Painting Traffic Lines on Albany County Roadways as requested by Albany County Department of Public Works.

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.

2.4 This Request for Bids is a cooperative venture between/among Albany County, Town of Bethlehem, Town of Colonie, Town of Guilderland, Town of New Scotland and Village of Voorheesville. Any pricing offered to Albany County under this RFB shall be extended to these agencies.

GIB1
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 THURSDAY, May 2, 2019, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 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 for the period of one (1) year from the date of award to date ending. Prices shall remain firm for the entire bid period.

5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

GIB2
SECTION 6: BID SECURITY

6.1 Each bid must be accompanied by a bid bond or certified check in the amount of five percent (5%) of the total bid, drawn upon a national or state bank or trust company to the order of the Director of Finance, Albany, County. If bid is 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 of the bidder’s qualification to do business in New York State or convenant 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 (5) 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.

7.4 All bidders must document five (5) or more years in the business of providing painted traffic lines on municipal roadways and parking lots.

SECTION 8: LIQUIDATED DAMAGES – “NOT REQUIRED”

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

THIS BID IS SUBMITTED TO:

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

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

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

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

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

       Date   Number

       None

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

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

BF1
(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

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

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

6. The following documents are attached to and made a condition of this Bid:
   (a) Non-Collusive Bidding Certificate (Attachment “A”)
   (b) Acknowledgment by Bidder (Attachment “B”)
   (c) Vendor Responsibility Questionnaire (Attachment “C”)
   (d) Iranian Energy Divestment Certification (Attachment “D”)
   (e) Bidder Certification Statement MS4-1 (Attachment “E”)
   (f) Bidder Qualification Questionnaire
   (g) Non-Interruption of Work Agreement (pgs. 1-6)
   (h) Technical Specifications (pgs. 1-6)

7. Communication concerning this Bid shall be addressed to:

   Richard Stewart

   15 Industrial Rd.

   Prospect, CT 06712

   Phone: 203-758-0800

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

**RFB # 2019-055**

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS**

**ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>ALBANY COUNTY ESTIMATED QUANTITY</th>
<th>ALBANY COUNTY TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>640.10</td>
<td>White Paint ReflectORIZED  Pavement Markings - 15 mils</td>
<td>0.0385</td>
<td>2,798,400 FEET</td>
<td>107,738.40</td>
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<tr>
<td>640.11</td>
<td>Yellow Paint ReflectORIZED  Pavement Markings - 15 mils</td>
<td>0.0320</td>
<td>2,376,000 FEET</td>
<td>76,032.00</td>
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**TOTAL BASE BID**

183,770.40

**OPTIONAL SERVICES UNIT PRICES ONLY**

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<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>ALBANY COUNTY ESTIMATED QUANTITY</th>
<th>ALBANY COUNTY TOTAL COST</th>
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</thead>
<tbody>
<tr>
<td>640.11</td>
<td>8&quot; Wide Yellow Hatch Line</td>
<td>0.55</td>
<td>1,604 FEET</td>
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<td>1,000 FEET</td>
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<td>640.10</td>
<td>8&quot; Wide White Crosswalk</td>
<td>0.40</td>
<td>250 FEET</td>
<td>100.00</td>
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<td>640.10</td>
<td>12&quot; Wide White Crosswalk</td>
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<tr>
<td>640.10</td>
<td>16&quot; Wide White Stop Bars</td>
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<td>640.13</td>
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<td>30.00</td>
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<td>1,500.00</td>
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<td>640.12</td>
<td>8&quot; High White Word &quot;ONLY&quot;</td>
<td>49.00</td>
<td>EACH 5</td>
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<td>668.01</td>
<td>Stop Bars</td>
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<td>800 FEET</td>
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<td>668.04</td>
<td>Arrows</td>
<td>0.85</td>
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<td>668.03</td>
<td>Only</td>
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<td>25 FEET</td>
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<td>668.04</td>
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<td>85.00</td>
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BIDDER NAME: Atlantic pavement Marking Inc.
## BID PROPOSAL FORM
**RFB # 2019-055**

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS**
**ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>ALBANY COUNTY ESTIMATED QUANTITY</th>
<th>ALBANY COUNTY TOTAL COST</th>
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<tbody>
<tr>
<td></td>
<td>PARKING LOTS (PAINTED WITH NO GLASS BEADS)</td>
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<tr>
<td>640.20</td>
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<td>0.40 / FOOT</td>
<td>20,00 FEET</td>
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<tr>
<td>640.21</td>
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<td>0.40 / FOOT</td>
<td>200 FEET</td>
<td>80.00</td>
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<td>640.25</td>
<td>4' High Blue Handicap Symbol</td>
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<td>60.00</td>
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<td>640.22</td>
<td>8' High White Word &quot;NO PARKING&quot;</td>
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<td>90.00</td>
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<td></td>
<td>Grinding existing preformed reflectorized pavement markings</td>
<td>1.55 / SQ FT</td>
<td>3,000 SF</td>
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**BIDDER NAME:** Atlantic Pavement Marking Inc.
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<thead>
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<th>Town of Bethlehem (Total Cost)</th>
<th>Town of Colonie (Est Qty)</th>
<th>Town of Colonie (Total Cost)</th>
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<tr>
<td>640.10</td>
<td>White Paint ReflectORIZED Pavement Markings - 15 mils</td>
<td>0.0385 /FOOT 279,840 FEET</td>
<td>10,773.84</td>
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<td>8,954.88</td>
<td>823,680 FEET</td>
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<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>Town of Guilderland (Est Qty)</th>
<th>Town of Guilderland (Total Cost)</th>
<th>Town of New Scotland (Est Qty)</th>
<th>Town of New Scotland (Total Cost)</th>
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<td>640.10</td>
<td>White Paint ReflectORIZED Pavement Markings - 15 mils</td>
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<table>
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<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>Village of Voorheesville (Est Qty)</th>
<th>Village of Voorheesville (Total Cost)</th>
<th>Total Cost (All Municipalities)</th>
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<tbody>
<tr>
<td>640.10</td>
<td>White Paint ReflectORIZED Pavement Markings - 15 mils</td>
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<td>60,656.64</td>
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</table>
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

COMPANY: Atlantic Pavement Marking Inc.
ADDRESS: 15 Industrial Rd.
CITY, STATE, ZIP: Prospect, CT 06712
TEL. NO.: 203-758-0800
FAX NO.: 203-758-0733
FEDERAL TAX ID NO.: 06-0948555
REPRESENTATIVE: Richard Stewart
SIGNATURE AND TITLE: President
DATE: 04/30/19

BF6
May 1, 2019

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 1st day of May, 2019, in connection with the Request for Bids #2019-055 Painting Traffic Lines on Albany County Roadways for Albany County Department of Public Works.
COUNTY OF ALBANY

RFB#2019-055
Painting Traffic Lines on Albany County Roadways

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Page BF-4, Item#640.20 White Paint Pavement Stripes-20mils, the estimated quantity should be listed as 2,000 Feet.

End of Addendum #1
COUNTY OF ALBANY

REQUEST FOR BIDS
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

RFB #2019-055

PAINTING TRAFFIC LINES ON ALBANY COUNTY ROADWAYS

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820, ALBANY, NY 12207
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: Painting Traffic Lines on Albany County Roadways
RFB NUMBER: 2019-055

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 Number: _____________ Fax Number: ______________ E-Mail: ___________

If a Bidders meeting has been arranged for this Bid, 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 _______________________
COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM 820  
ALBANY, NY 12207 

NON-BIDDER RESPONSE  
RFB #2019-055 

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) 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 too restricting.
☐ Scope of Services not clearly understood or applicable (too vague, too 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:________________________________________________________
Vendor Address:________________________________________________________
Vendor Telephone:_______________________________________________________
NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2019-055

Sealed bids for Painting Traffic Lines on Albany County Roadways as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, May 2, 2019.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com, starting by close of business (4:30 p.m.) on (April 18, 2019).

Karen A. Storm
Purchasing Agent

Dated: April 12, 2019
Albany, New York

PUBLISH ONE DAY – APRIL 18, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – APRIL 18, 2019 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS 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

1.1 Title: Painting Traffic Lines on Albany County Roadways
1.2 Requesting Department: Albany County Department of Public Works
1.3 Bid Number: #2019-055

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for Painting Traffic Lines on Albany County Roadways as requested by Albany County Department of Public Works.

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.

2.4 This Request for Bids is a cooperative venture between/among Albany County, Town of Bethlehem, Town of Colonie, Town of Guilderland, Town of New Scotland and Village of Voorheesville. Any pricing offered to Albany County under this RFB shall be extended to these agencies.
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 THURSDAY, May 2, 2019, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 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 for the period of one (1) year from the date of award to date ending. Prices shall remain firm for the entire bid period.

5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
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6.1 Each bid must be accompanied by a bid bond or certified check in the amount of five percent (5%) of the total bid, drawn upon a national or state bank or trust company to the order of the Director of Finance, Albany, County. If bid is 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.

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7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder’s qualification to do business in New York State or convenant 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 (5) 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.

7.4 All bidders must document five (5) or more years in the business of providing painted traffic lines on municipal roadways and parking lots.

SECTION 8: LIQUIDATED DAMAGES – “NOT REQUIRED”

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such 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 the 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 New York State Department of Labor, per the New York State 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 via

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the internet at: https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt 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 (5) 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 worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, 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 (Attachment “A”) 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.

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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, NY 12207  
Telephone: (518) 447-7140  
Facsimile: (518) 447-5588  
Email: 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 mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) 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) the award of a purchase order by Albany County; or

(c) 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 of Albany. 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 New York State Contracts, other County, political subdivision or district contracts, or New York State 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 by both parties.

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, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set for in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order
without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance and Payment, Labor and Materials Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **ONE HUNDRED PERCENT (100%) OF THE TOTAL BID** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) 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 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 of Albany.

SECTION 19: INSURANCE REQUIREMENTS

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

(a) **Workers’ Compensation and Employers Liability Insurance**: A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

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<th>Combined Single Limit</th>
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19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

(a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on 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: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

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.

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
non-profit 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-INTERUPTION OF WORK AGREEMENT

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

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"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.

SECTION 27: APPRENTICESHIP TRAINING PROGRAMS – "NOT REQUIRED"

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 ($250,000) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a 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 Minority Business Enterprises and Woman Business Enterprises 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 MBEs and WBEs 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: SUBCONTRACTORS

30.1 When the preparation of separate specifications is not required, each bidder must submit with
its bid a separate sealed list that names each subcontractor that the bidder will use to perform
the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and
gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus,
and (3) electric wiring and standard illuminating fixtures. After the low bid is announced,
the sealed list submitted with the low bid must be opened and the names of the subcontractors
announced. The sealed lists submitted by all other bidders must be returned unopened after
the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each
subcontractor must be approved by the political subdivision, upon a showing of "legitimate
construction need" for the change, which must be open to public inspection. The term
"legitimate construction need" is defined to include, but not be limited to (1) a change in
project specification, (2) a change in construction material costs, (3) a change in
subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project
labor agreements, or (4) a situation in which the subcontractor has become otherwise
unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which
comprise this RFB, 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; 3) the Contractor's 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 appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State 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 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.

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 New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State 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, any 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 therefor. 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:

(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 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

34.1 Bidder 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 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 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 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’s own liability. Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment “E”).
TECHNICAL SPECIFICATIONS:

1.001 GENERAL INTENT: It is the intent of these specifications to contract with a vendor who shall provide equipment, personnel, materials and methods that will assure good workmanship, satisfactory and durable results, painting traffic lines and other pavement markings on the County of Albany highway system. The work shall provide for the safety and convenience of the traveling public during the time of application. All work shall conform to the standards and requirements contained in the Manual of Uniform Traffic Control Devices.

In the following specifications, the word “County” shall refer to the County of Albany, the letters “DPW” shall refer to the Albany County Department of Public Works, the word “Commissioner” shall refer to the Albany County Commissioner of Public Works, and the word “Contractor” shall refer to the vendor to which this contract is awarded.

1.001.1 SPECIAL REQUIREMENTS: At the mutual consent of both the County and the Contractor, the term of the contract may be extended to a second or third year.

Division 1: GENERAL REQUIREMENTS:

1.002 EQUIPMENT: All paint units shall be truck-mounted vehicles equipped with a minimum of two guns and capable of applying dashed centerline and “no-passing” barrier lines simultaneously, as is necessary to keep adjacent lines parallel and in correct alignment. All paint units shall be equipped with heat exchanger and heated jacketed paint lines from the heat exchanger to the guns, as is necessary to maintain a minimum temperature at the guns for proper application.

All painting machines shall be operated by at least two people. One person shall steer the machine and perform no other function while actually applying the traffic lines. All painting units shall be equipped with warning signs to advise traffic by means of a sequential flashing (lighted) arrow capable of flashing to the left or right sides.

All painting units shall be equipped with a pressurized bead system to apply glass beads with a gun-type dispenser to ensure correct bead penetration and distribution on the painted line.

1.003 FLOW METER FOR PAINT: All painting units shall be equipped with paint flow meters that will accurately measure, to the nearest gallon, the amount of paint applied. Flow meters shall be certified to be accurate to within 1% (one percent.)

1.004 DISTANCE MEASURING DEVICE: All painting units shall be equipped with measuring devices that will measure the actual lineal feet of painted line applied to the highway surface. Measuring devices shall be certified to be accurate to within 1% (one percent.)
1.005 APPLICATION: All work performed under this contract shall conform to the latest version of the applicable New York State standards, including, but not limited to, the following:

- National Manual on Uniform Traffic Control Devices and NYS Supplement specifically to Part 3 "Markings"
- The following New York State Department of Transportation Standard Specifications:
  - SECTION 635 - CLEANING & PREPARATION OF PAVEMENT SURFACES FOR PAVEMENT MARKINGS
  - SECTION 640 - REFLECTORIZED PAVEMENT MARKING PAINTS
  - SECTION 688 - PREFORMED REFLECTORIZED PAVEMENT MARKINGS

The painted traffic lines shall follow the centerline of the road and shall be straight and true on tangents and uniform on curves. Repainting of centerlines and edge lines shall coincide with the existing traffic line markings.

Unless otherwise noted, the Contractor shall be responsible for 100% (one hundred percent) reflectorization of all traffic lines painted through the application of glass beads across the width of the painted line. Glass beads shall be applied at the rate indicated. Any painted line that does not receive enough beads for the reflectorization required shall be corrected by the Contractor at no additional expense to the County.

Centerlines and one edge or lane line may be painted simultaneously, to maintain a constant lane width. However, the contractor is hereby notified that the pavement width may not be consistent. In locations where the pavement width decreases below normal striping width, or where auxiliary lanes are introduced or terminated, the edge line shall be adjusted to provide a smooth appearance and guidance to the driver. No payment will be made for edgelines that are painted on the shoulder.

Edge line striping shall be done while the painting unit is on the pavement surface and, under no circumstances shall it travel on the shoulders.

The Contractor shall also paint stop bars, crosswalks, pavement symbols, letters, hatching, and County parking lots, or apply preformed reflectorized pavement markings (tapes and symbols) as directed by the Commissioner or his designated representative and as estimated in the attached bid proposal form.

If existing preformed reflectorized pavement markings (tapes and symbols) need to be ground off, the Contractor may be required to grind these existing markings off the road before new markings are applied. See the attached bid proposal form for the estimated grinding quantities. Glass beads shall not be applied in parking lots.

There shall be no work performed at night (between sunset and sunrise), and on Saturday, Sunday or legal holidays unless authorized by the Commissioner or his designated representative.
1.006 MAINTENANCE AND PROTECTION OF TRAFFIC: In addition to the painting truck, the Contractor shall provide a lead vehicle and a trail vehicle which shall be driven approximately 1000 feet ahead and behind the paint truck, respectively, when it is painting. These vehicles shall be used to warn all the traffic in the vicinity to stay clear of the painting truck and to not drive over wet painted traffic lines. Both of these vehicles shall be equipped with flashing (lighted) warning signs.

1.007 DAMAGE CLAIMS: The Contractor shall be responsible for addressing all damage claims resulting from the painting of traffic lines and symbols from drivers traveling on County roads and in County parking lots.

1.008 ROAD AND WEATHER CONDITIONS: No painting shall be done whenever the pavement is wet or damp. Paint shall only be applied to clean, dry pavement with a surface temperature greater than fifty (50) degrees Fahrenheit. No paint shall be applied when the air temperature is below forty (40) degrees Fahrenheit or when the humidity is greater than 85%.

The Contractor shall remove all loose sand, dirt or other debris encountered before applying the paint. The contractor shall furnish a power broom to be used wherever necessary to clean pavement surface as specified.

1.009 MATERIALS AND MATERIAL STORAGE: Outside storage of the paint and covered storage of glass beads required to paint County roads will be provided at the DPW Main Office in Voorheesville, New York. Paint shall be delivered in 55 gallon drums or 250 gallon plastic totes at least 7 (seven) days prior to the start of work. The Commissioner, or his representative, shall be given 24 hour notice before any delivery of paint or beads.

The DPW will also provide truck unloading, but only if prior notice of a delivery is given.

All excess materials and empty paint drums/totes will be removed by the contractor within 30 (thirty) days after the completion of the season’s final application. By providing storage, the County is not liable for any damages, theft or any other losses that could be incurred by the Contractor.

1.010 INSPECTION: The Commissioner, or his representative, shall inspect all work done under this contract. The Contractor shall advise the Commissioner, or his representative, at least twenty-four (24) hours before any application work shall be done or before resuming application after any delay or postponement.

The Commissioner, or his representative, shall have the authority to stop work at any time for inadequate workmanship or for failure to conform with these specifications. In case of such work stoppage, work shall not be resumed by the contractor until authorized by the Commissioner.

Should workmanship not meet the specification requirements, the Commissioner may, at his discretion, terminate the contract. The Commissioner, or his representative, shall have the right to enter and to read painting unit flow and mileage gauges at any time during work within the County.
1.011 RECORDS AND PAYMENT: The Commissioner, or his representative, shall be given a daily report prepared by the contractor on the attached forms which summarizes each day's work. Said report shall show for each road painted; beginning and ending point, length in miles, lineal feet of painted line applied, gallons of paint and pounds of beads used. The striping machine operator shall verify that all daily reports are accurate, and shall sign the reports before they are submitted to the County. The County reserves the right to withhold payment from the Contractors for any days' work for which a report is not provided.

No payments will be made during the course of operations. Payment will be made for all work after completion of that work, provided such work is satisfactory to the Commissioner. Payment will be calculated by multiplying the unit cost for each item (as submitted on the attached bid proposal form) and the actual quantities for all of the work completed by the Contractor.

No payment will be made for the number of feet of gaps in between dashed lines.

The actual quantities for all of the work completed by the Contractor may be more or less than those estimated quantities on the bid proposal form. The Commissioner, or his representative, shall determine and approve any additions or deletions to the estimated quantities.

Application for payment must be made upon the County voucher, together with a notarized “Application and Certification for Payment” form (AIA Document G702 or equal). Prior to any payments being made, the contractor shall submit satisfactory evidence that all labor and material have been paid in full.

1.012 ASSIGNMENT: No successful Bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent.

Division 2: MATERIAL AND APPLICATION:

2.001 APPLICATION OF ACRYLIC HOT-LINE PAINT: All acrylic traffic paint shall be applied at the minimum rate of one (1) gallon for every three hundred (300) feet of painted four (4) inch wide line (or 4 inches x 300 feet or 100 square feet).

Paint shall be applied at the minimum rate of one (1) gallon for every one-hundred (100) square feet of painted crosswalks, stop bars, letters, symbols, etc.

Glass beads for reflectorization shall be applied to all painted lines (except in parking lots) at the minimum rate of seven (7) pounds per gallon of paint for centerlines and six
(6) pounds per gallon for edge lines, crosswalks, stop bars, letters, symbols, and any other painting on the road.

2.002 PRICING: The bid price for all paint and tape application shall be the unit cost, and shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. The cost of maintaining and protecting traffic during the paint striping of highways shall be included in the unit cost.

This unit cost shall be submitted on the attached bid proposal form for each item on the bid proposal form. The unit cost will be multiplied by the estimated quantity for each item to determine the total cost for each item. The contract will then be awarded based on the total of the total costs for all of the items on the bid proposal form.

2.003 QUANTITIES AND SCHEDULE OF OPERATIONS: The majority of painting estimated on the attached bid proposal form shall be performed between May 24th and September 30th with a small portion to be painted in or around the month of October. The County will require these additional mobilizations in or around October by the Contractor for additional painting not listed in the attached bid proposal form and for any painting not completed during the first application.

The Contractor shall also paint stop bars, crosswalks, pavement symbols, letters, hatching, and County parking lots, or apply preformed reflectorized pavement markings (tapes and symbols) as directed by the Commissioner and as estimated in the attached bid proposal form.

If existing preformed reflectorized pavement markings (tapes and symbols) need to be ground off, the Contractor may be required to grind these existing markings off the road before new markings are applied. See the attached bid proposal form for the estimated grinding quantities. Glass beads shall not be applied in parking lots.

2.004 AWARD OF BID: The County will award the contract for painting traffic lines to the lowest priced, qualified bidder based on the total costs for all items on the attached bid proposal form.

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

2.006 MATERIAL SUBSTITUTES: Materials used by the Contractor shall conform to the following requirements and standards except that requests for material substitutes must be made to the Commissioner not later than the time of the bid.

The request must be in writing and must include the manufacturer’s product specifications. Satisfactory performance of the material in New York State must be documented. Material substituted shall be equal to that specified herein. The
Commissioner shall be the sole judge of the qualification of the offerings and shall accept or reject said offerings in writing.

A. Acrylic Traffic Paint: All reflectorized pavement-marking paints shall be ready mixed, fast drying, 100% acrylic resin, waterborne (VOC Compliant) white or yellow for hot application; and shall be selected from the New York State Department of Transportation's (NYS DOT) Approved List of White and Yellow ReflectORIZED Pavement Marking Paints. All paints shall also conform to Federal, State, and local air pollution regulations, including compliance with NYS Department of Environmental Conservation Regulation, 6NYCRR, Part 205 regarding volatile organic content.

The NYS DOT Approved List is available from the NYS DOT Materials Bureau, Building 7A, Room 200, 1220 Washington Ave., Albany, NY 12232. The Bureau can also be contacted by telephone at (518) 457-3240, or through the NYS DOT website.


C. Reflectorized Glass Beads: Product shall conform to NYS DOT Standard Specification “GLASS BEADS FOR PAVEMENT MARKINGS (727-05)”, as amended to date of bid.

D. Certification: The contractor shall submit with his bid, certifications from the paint, tape and symbols, and glass bead manufacturers that all of these materials meet the above specifications. Failure to submit satisfactory certifications at the time of the bid opening shall result in the immediate rejection of the bidder’s proposal. Furnishing these certifications does not relieve the contractor from the responsibility to provide these materials in full compliance with these specifications. In the event that any of these materials are found not to comply with these specifications, the contractor shall replace the material with another material that does comply, including transportation charges, at contractor’s expense.
PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: __________________________ Date Cancelled: __________________________

Name & Title of Representative: ______________________________________________________

Phone: (518) 465-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

www.labor.state.ny.us.

PW 200

PWA@labor.state.ny.us
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

THIS BID IS SUBMITTED TO:

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

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

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

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

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

       Date                  Number

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

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

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

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

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

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

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

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

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

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

   (e) Bidder Certification Statement MS4-1 (Attachment “E”)

   (f) Bidder Qualification Questionnaire

   (g) Non-Interruption of Work Agreement (pgs. 1-6)

   (h) Technical Specifications (pgs. 1-6)

7. Communication concerning this Bid shall be addressed to:

   __________________________________________________________

   __________________________________________________________

   __________________________________________________________

   __________________________________________________________

   Phone: ____________________________________________________

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

**RFB # 2019-055**

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS**  
**ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>ALBANY COUNTY ESTIMATED QUANTITY</th>
<th>ALBANY COUNTY TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>640.10</td>
<td>White Paint Reflectorized Pavement Markings - 15 mils</td>
<td>/ FOOT</td>
<td>2,798,400 FEET</td>
<td></td>
</tr>
<tr>
<td>640.11</td>
<td>Yellow Paint Reflectorized Pavement Markings - 15 mils</td>
<td>/ FOOT</td>
<td>2,376,000 FEET</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BASE BID**

**OPTIONAL SERVICES UNIT PRICES ONLY**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>ALBANY COUNTY QUANTITY</th>
<th>ALBANY COUNTY TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>640.11</td>
<td>8&quot; Wide Yellow Hatch Line</td>
<td>/ FOOT</td>
<td>1,604 FEET</td>
<td></td>
</tr>
<tr>
<td>640.11</td>
<td>12&quot; Wide Yellow Hatch Line</td>
<td>/ FOOT</td>
<td>1,085 FEET</td>
<td></td>
</tr>
<tr>
<td>640.11</td>
<td>24&quot; Wide Yellow Hatch Line</td>
<td>/ FOOT</td>
<td>1,000 FEET</td>
<td></td>
</tr>
<tr>
<td>640.10</td>
<td>8&quot; Wide White Crosswalk</td>
<td>/ FOOT</td>
<td>250 FEET</td>
<td></td>
</tr>
<tr>
<td>640.10</td>
<td>12&quot; Wide White Crosswalk</td>
<td>/ FOOT</td>
<td>500 FEET</td>
<td></td>
</tr>
<tr>
<td>640.12</td>
<td>8' High White Word &quot;STOP&quot;</td>
<td>/ EACH</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>640.10</td>
<td>16&quot; Wide White Stop Bars</td>
<td>/ FOOT</td>
<td>500 FEET</td>
<td></td>
</tr>
<tr>
<td>640.13</td>
<td>8' High White Right or Left Arrows</td>
<td>/ EACH</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>640.12</td>
<td>8' High White Word &quot;ONLY&quot;</td>
<td>/ EACH</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>688.01</td>
<td>Stop Bars</td>
<td>/ FOOT</td>
<td>800 FEET</td>
<td></td>
</tr>
<tr>
<td>688.04</td>
<td>Arrows</td>
<td>/ FOOT</td>
<td>800 FEET</td>
<td></td>
</tr>
<tr>
<td>688.03</td>
<td>Only</td>
<td>/ FOOT</td>
<td>25 FEET</td>
<td></td>
</tr>
<tr>
<td>688.04</td>
<td>8' High White Symbol &quot;RR&quot;</td>
<td>/ EACH</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER NAME:**

---

BF-3
**BID PROPOSAL FORM**  
**RFB # 2019-055**  

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS**  
**ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>ALBANY COUNTY ESTIMATED QUANTITY</th>
<th>ALBANY COUNTY TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>640.20</td>
<td>PARKING LOTS (PAINTED WITH NO GLASS BEADS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>640.21</td>
<td>White Paint Pavement Stripes - 20 mils</td>
<td>/ FOOT</td>
<td>20,00 FEET</td>
<td></td>
</tr>
<tr>
<td>640.22</td>
<td>Yellow Paint Pavement Stripes - 20 mils</td>
<td>/ FOOT</td>
<td>200 FEET</td>
<td></td>
</tr>
<tr>
<td>640.25</td>
<td>4' High Blue Handicap Symbol</td>
<td>/ EACH</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>640.23</td>
<td>8' High White Right or Left Arrows</td>
<td>/ EACH</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>640.23</td>
<td>10' High White Straight Arrows</td>
<td>/ EACH</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>640.22</td>
<td>8' High White Word &quot;NO PARKING&quot;</td>
<td>/ EACH</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grinding existing preformed reflectorized pavement markings</td>
<td>/ SQ FT</td>
<td>3,000 SF</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER NAME:**

BF-4
## Bid Proposal Form

**RFB # 2019-055**  
**Road Striping of Albany County Roadways**  
**Albany County Department of Public Works**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>Town of Bethlehem (Est Qty)</th>
<th>Town of Bethlehem (Total Cost)</th>
<th>Town of Colonie (Est Qty)</th>
<th>Town of Colonie (Total Cost)</th>
</tr>
</thead>
</table>
| 640.10      | White Paint  
Reflectorized Pavement Markings - 15 mils  
Yellow Paint  
Reflectorized Pavement Markings - 15 mils | /FOOT 279,840 FEET |                          | 823,680 FEET                  |                          |                             |
| 640.11      |                                               | /FOOT 279,840 FEET |                          | 823,680 FEET                  |                          |                             |

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>Town of Guilderland (Est Qty)</th>
<th>Town of Guilderland (Total Cost)</th>
<th>Town of New Scotland (Est Qty)</th>
<th>Town of New Scotland (Total Cost)</th>
</tr>
</thead>
</table>
| 640.10      | White Paint  
Reflectorized Pavement Markings - 15 mils  
Yellow Paint  
Reflectorized Pavement Markings - 15 mils | /FOOT 580,800 FEET |                          | 95,040 FEET                  |                          |                             |
| 640.11      |                                               | /FOOT 612,480 FEET |                          | 158,400 FEET                  |                          |                             |

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>DESCRIPTION (painted, unless otherwise noted)</th>
<th>UNIT COST</th>
<th>Village of Voorheesville (Est Qty)</th>
<th>Village of Voorheesville (Total Cost)</th>
<th>Total Cost (All Municipalities)</th>
</tr>
</thead>
</table>
| 640.10      | White Paint  
Reflectorized Pavement Markings - 15 mils  
Yellow Paint  
Reflectorized Pavement Markings - 15 mils | /FOOT 2,640 FEET |                          |                                    |                                |
| 640.11      |                                               | /FOOT 21,120 FEET |                          |                                    |                                |
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

COMPANY: ________________________________
ADDRESS: ________________________________
CITY, STATE, ZIP: __________________________
TEL. NO.: _________________________________
FAX NO.: _________________________________
FEDERAL TAX ID NO.: _______________________
REPRESENTATIVE: __________________________
SIGNATURE AND TITLE ______________________

DATE ________________________________

BF6
ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

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

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

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

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

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

Signature

Title

Date

Company Name
ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF  )
COUNTY OF  ) SS:

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

Notary Public, State of ________________
Qualified in _________________________
Commission Expires __________________

If Corporation:

STATE OF  )
COUNTY OF  ) SS:

On this _____ day of ____________, 200__, 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, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of ________________
Qualified in _________________________
Commission Expires __________________

If Partnership:

STATE OF  )
COUNTY OF  ) SS:

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

Notary Public, State of ________________
Qualified in _________________________
Commission Expires __________________
ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:
   - ☐ PRIME CONTRACTOR

2. VENDOR’S LEGAL BUSINESS NAME

3. IDENTIFICATION NUMBERS
   a) FEIN #
   b) DUNS #

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

5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE

7. TELEPHONE NUMBER

8. FAX NUMBER

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

10. TELEPHONE NUMBER

11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE
   Name
   Title
   Telephone Number
   Fax Number
   e-mail

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

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

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

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

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

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

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

   □ Yes □ No

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

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

   □ Yes □ No

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

   a) file returns or pay any applicable federal, state or city taxes?

   Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

   □ Yes □ No

   b) file returns or pay New York State unemployment insurance?

   Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

   □ Yes □ No

   c) Property Tax

   Indicate the years the vendor failed to file.

   □ Yes □ No

19. **HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR 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 to Equity, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

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

   a) defaulted or been terminated 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.

---

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

State of: 

County of: 

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

Address

City, State, Zip

Sworn before me this _____ day of ________, 20____.

Notary Public

Signature of Owner ______________________

Printed Name of Signatory ________________

Title

Printed Name

Signature

Date
Attachment “D”
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

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

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

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

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

______________________________
Signature

______________________________
Title

______________________________
Date

______________________________
Company Name
NOTICE OF JOB VACANCIES

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

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

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

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

   Fax: (518) 447-7613
   Telephone: (518) 447-7678

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

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

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

Name of Third Party Entity: ____________________________________________

Address: __________________________________________________________________________

Phone Number(s): __________________________________________________________________

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):

____________________________________________________________________________________

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

____________________________________________________________________________________

____________________________________________________________________________________

Signature

Printed Name

Title

Date
ATTACHMENT “F”
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

   1. ___________________________________________
   ___________________________________________
   ___________________________________________

   2. ___________________________________________
   ___________________________________________
   ___________________________________________

   3. ___________________________________________
   ___________________________________________
   ___________________________________________

BQ1
3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

BQ2
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

________________________________________

________________________________________

________________________________________

________________________________________

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

________________________________________

________________________________________

________________________________________

________________________________________

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

________________________________________

________________________________________

________________________________________

________________________________________

BQ3
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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


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

Correct Name of Bidder

(a) The business is a: ________________________________

(b) The address of principal place of business is: ________________________________

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


BQ4
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

__________________________________________
Firm

Dated: ________________________________  By ________________________________

__________________________________________
(Typed)
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: ________________________________

By: ________________________________
(Signature)

______________________________
(Typed)

Title: ______________________________

Date: ______________________________
County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY
The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

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 Minority Business Enterprises and Woman Business Enterprises 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.

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 MBES and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality 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 shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.
ADMINISTRATION
The County’s Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The subcontracting participation goals for County public procurements are:

• to award 7% of the total dollar value of the contract to a certified MBE.
• to award 5% of the total dollar value of the contract to a certified WBE.

The workforce goals for County public procurements are as follows:

• 7% of the total workforce should be minorities.
• 5% of the total workforce should be women.

CONTRACTOR’S RESPONSIBILITIES
The Contractor’s responsibilities include, but are not limited to, the following. The Contractor must:
1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within fifteen (15) days of receiving the Notice of Award.
2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
3) Submit monthly utilization reports to the Division of Affirmative Action for review.
4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE
The Schedule of MBE/WBE and Labor Performance must detail:
1. The contractor’s name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

COMPLIANCE
Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority/female labor hours and payments made to MBE and WBE firms.
• WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved must request a waiver within fifteen (15) days of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does not guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

• MBE/WBE RESPONSIBILITIES

Each Minority Business Enterprise/Woman Business Enterprise shall:
1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

*The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.*

SANCTIONS

SC-19.5.1

If CONTRACTOR cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the CONTRACT involved; disqualification of the CONTRACTOR from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the PERFORMANCE BOND.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The CONTRACTOR shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A Minority Business Enterprise (MBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A Woman Business Enterprise (WBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the
entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:
A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Phillipine Islands and Samoa.
D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586
County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?

2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?

3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?

4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?

5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?

6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?

7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?

8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?

9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?

10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor’s business and to other subcontractors of the contractor?

11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?

12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?
County of Albany
Department of Affirmative Action
Compliance Forms
COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: ___________________________ Address: ___________________________ City/State/Zip: ___________________________

Telephone: ___________________________ Fax Number: ___________________________ Federal ID No.: ___________________________

Project Name: ___________________________ Project Cost: ___________________________ Completion Date: ___________________________

Contract Description: ___________________________

Bidder is an approved __ MBE __ WBE __ If yes, specify agency: ___________________________

J o i n t V e n t u r e

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. Joint Ventures with Bidder (check one):

__ No MBE/WBE joint ventures with Bidder on this Contract. __ Bidder is joint venturing with the following firm(s) (attach a copy of joint venture agreements to this form)

Name: ___________________________ Address: ___________________________ City/State/Zip: ___________________________

Telephone: ___________________________ Federal ID No: ___________________________

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

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

S u b - c o n t r a c t o r P e r f o r m a n c e

MBE Goal: 7% x Total Bid Amount = $ __________

WBE Goal: 5% x Total Bid Amount = $ __________
Please provide the information requested for all subcontractors participating on this project (include MBE/WBE/DBE firms).

<table>
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<tr>
<th>Sub-contractor Name, Address, Phone</th>
<th>Amount of Sub-contract &amp; Award Date</th>
<th>Description of Work (Trade)</th>
<th>Start Date Completion Date</th>
<th>Contracted Payment Schedule</th>
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I, ____________________________, representative of ____________________________ declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: ___________________________________________ Date: ___________________________________________
County of Albany
Monthly Utilization Report

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: ___________________________ Address: ___________________________ City/State/Zip: ___________________________

Telephone: ___________________________ Fax Number: ___________________________ Federal ID No.: ___________________________

Project Name: ___________________________ Project Cost: ___________________________ Completion Date: ___________________________

Reporting Period: ___________________________ Month ___________________________ Year ___________________________

<table>
<thead>
<tr>
<th>Trade</th>
<th>Number of Hours Worked by Minorities</th>
<th>Number of Hours Worked by Women</th>
<th>Number of Hours Worked by Non-Minorities</th>
<th>Total Hours Worked</th>
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Total(s)

Information provided by (please print): ___________________________ Date: ___________________________

(See over for instructions)
### M/W/DBE Payments

<table>
<thead>
<tr>
<th>M/W/DBE Firm(s) Participating On The Project</th>
<th>Payments Made This Month</th>
<th>Payments Made To Date</th>
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</thead>
<tbody>
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### INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the 10th of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany  
Department of Human Resources  
Division of Affirmative Action  
112 State Street, Room 670, Albany, NY 12207  
Phone: (518) 447-7010

**NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.**
Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Notice of Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: __________________________ Address: __________________________ City/State/Zip: __________________________

Telephone: __________________________ Fax Number: __________________________ Federal ID No.: __________________________

Contract Type/Number: __________________________ Project Cost: __________________________

( ) Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

________________________________________________________________________________________

Actions taken to include minority/women labor

________________________________________________________________________________________

( ) Request Waiver of Minority/Minority Subcontractor Participation Goal. Please explain:

________________________________________________________________________________________

Actions taken to include MBE and/or WBE Subcontractor(s)

________________________________________________________________________________________

Name (please print) __________________________ Signature __________________________ Title __________________________
May 1, 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 accept SFY 2019/2020 Consolidated Local Street and Highway Improvement Program (CHIPS) funds in the amount of $4,680,984.09. The accompanying letter from New York State Department of Transportation (NYS DOT) shows a table with the 2019/2020 apportionment, cumulative rollover balance and total balance of the CHIPS, Pave NY and Extreme Winter Recovery monies. Each year the NYS DOT informs us of the yearly apportionment and rollover funds remaining in our previous years CHIPS, Pave NY and Extreme Winter Recovery accounts. We then amend our budget so that these funds are available for the current years CHIPS projects as follows:

1) Hauling and Placing Contract with Callanan Industries in the amount of $3,037,752.14
2) Purchase of a sweeper/vacuum truck (MS4 Requirement) not to exceed $270,000.00

Upon acceptance of these funds, we request the Legislature’s approval to amend our 2019 budget by increasing Bridge and Road Repair Line, D95112.4.4075 in the amount of $1,150,676.09, which is the difference between our 2019 Budget Revenue $3,530,308.00 and the total award amount of $4,680,984.09.

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

Sincerely,

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Approval to Accept CHIPS Funding from NYSDOT

Date: May 3, 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): Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Revenue Account and Line: Highway Capital Project D5112.03591
Revenue Amount: $1,150,676.09

Appropriation Account and Line: Bridge and Road Repair D5112.44075
Appropriation Amount: $1,150,676.09

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) 6/1/2019-6/1/2020
Length of Contract: 12 Months

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

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

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature's approval to accept SFY 2019-2020 Consolidated Local Street and Highway Improvement Program (CHIPS) funds in the amount of $4,680,984.09. The accompanying letter from New York State Department of Transportation (NYSDOT) shows a table with the 2019-2020 apportionment, cumulative rollover balance and total balance of the CHIPS, Pave NY and Extreme Winter Recovery monies. Each year the NYSDOT informs us of the yearly apportionment and rollover funds remaining in our previous year's CHIPS, Pave NY and Extreme Winter Recovery accounts. We then amend our budget so that these funds are available for the current years.

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<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tbody>
<tr>
<td>DD 5112 4 4075 10000</td>
<td>Bridge and Road Repair</td>
<td>1,150,676.09</td>
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<td></td>
<td>TOTAL APPROPRIATIONS</td>
<td>1,150,676.09</td>
<td>0.00</td>
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</table>

<table>
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<tr>
<th>ACCOUNT NO.</th>
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<th>UNIT COST</th>
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<td>DD 5112 0 3591 00000</td>
<td>Highway Capital Project</td>
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<td>1,150,676.09</td>
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<td>TOTAL ESTIMATED REVENUES</td>
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<td>GRAND TOTALS</td>
<td>1,150,676.09</td>
<td>1,150,676.09</td>
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</tbody>
</table>
April 26, 2019

DARRELL DUNCAN
Commissioner of Public Works
COUNTY OF ALBANY
449 NEW SALEM RD
VOORHEESVILLE NY 12186

Dear Mr. Duncan:

The 2019 State Budget continues to provide record level funding to support the repair, rehabilitation, and modernization of local roads and bridges. The Budget specifically includes $438.1 million in Consolidated Local Street and Highway Improvement Program (CHIPS) funding and $100 million in PAVE NY funding; and reappropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE NY, and EWR appropriations. Please provide a copy of this letter to the chief financial officer (CFO) for your municipality.

The first of four quarterly SFY 2019-20 CHIPS, PAVE NY, and EWR reimbursements are scheduled to be made on June 18, 2019. Please refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. Requests from the SFY 19-20 apportionments for the June payment must be for expenditures made on or after April 1, 2019 and through May 15, 2019.

The County of Albany has the following funding amounts available for the June payment:

<table>
<thead>
<tr>
<th>Program</th>
<th>Total Balance</th>
<th>19-20 Apportionment</th>
<th>Cumulative Rollover Balance</th>
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<tbody>
<tr>
<td>CHIPS</td>
<td>$3,195,319.70</td>
<td>$2,363,333.86</td>
<td>$835,985.84</td>
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<tr>
<td>PAVE NY</td>
<td>$1,069,425.99</td>
<td>$539,454.47</td>
<td>$529,971.52</td>
</tr>
<tr>
<td>EWR</td>
<td>$412,238.40</td>
<td>$0.00</td>
<td>$412,238.40</td>
</tr>
</tbody>
</table>

The submissions for the CHIPS, PAVE NY, and EWR reimbursements will require supporting documentation, including proof of payment and photos of ADA-compliant curb ramps. Failure to submit the required documentation may delay the processing of your reimbursement requests.

The rules for applying under the June CHIPS reimbursements are included on the back of this letter, while the rules for the PAVE NY and EWR reimbursements are available as links under Forms on the CHIPS website. In order to ensure June timely reimbursement, the NYSDDOT Regional Office listed below must receive the original signed payment requests no later than May 23, 2019.

Please be sure to sign the certification on each page of the reimbursement request forms, photocopy the completed forms for your files, and mail the originals to:

Pete Rea
NYSDDOT Regional CHIPS Representative
New York State Department of Transportation
50 Wolf Road, Suite 1350
Albany, NY 12232

Your NYSDDOT municipal code for entry on the forms is 110000. If you have any questions, please contact Pete Rea at 518-485-0991.

Respectfully yours,

Peter J. Ryan
Director
Local Programs Bureau

50 Wolf Road, Albany, NY 12232 | www.dot.ny.gov
RESOLUTION NO. 247

AMENDING THE 2018 DEPARTMENT OF PUBLIC WORKS BUDGET: CONSOLIDATED LOCAL STREET AND HIGHWAY IMPROVEMENT PROGRAM (CHIPS)

Introduced: 6/11/18
By Public Works Committee:

WHEREAS, The County has been informed by the NYS Department of Transportation that the County has a rollover amount of $4,292,471 remaining in the State Fiscal Year (SFY) 2018-2019 allotment, and

WHEREAS, The remaining $4,292,471 in SFY 2018-2019 rollover CHIPS Capital Reimbursement funds has not been previously accounted as revenue for 2018 or 2019, and

WHEREAS, The Commissioner of the Department of Public Works has requested a budget amendment in order to utilize the remaining rollover funds in the Department Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2018 Department of Public Works Budget is amended as follows:

Increase Revenue Account D3591 Highway Capital Project by $762,163

Increase Appropriation Account D5112.4 by $762,163 by increasing Line Item D5112 4 4075 Bridge and Road Repair by $762,163

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 - 6/11/18
May 8, 2019

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

Re: Contraction Authorization for A&E Services

Dear Chairman Joyce:

The Department of General Services respectfully requests the approval of a contract authorization with Architecture+ with to provide architectural and engineering consulting services for the design and construction administration of the proposed renovations of dressing rooms, locker rooms, and hallway at the Times Union Center, not to exceed $104,290.00.

Significant upgrades and renovations to the dressing, locker rooms and hallway areas is needed to enhance the quality and overall presentation for artists and teams that utilize the facility. New designs shall carry a continuous look and theme from one end of the locker room hallway to another.

They will be providing consulting serves associated with the existing conditions evaluation, planning, cost estimation, scheduling, phase design, and preparation of bid documents. They will also be performing construction administration services for the renovations of locker rooms, dressing rooms and connecting hallway and backstage areas.

This project has been included in the 2019 Capital Plan and a SEQR has been completed.

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

Sincerely,

[Signature]

David M. Latina
Commissioner
Department of General Services

DML:pl
Enclosures

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauro, Minority Leader
Kevin 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 architecture+ to Provide Consulting Services for the Design and
Construction Administration for the Proposed Renovations of Dressing Rooms, Locker Rooms, and
Hallway at the Times Union Center

Date: 4/22/2019
Submitted By: David M. Latina
Department: Department of General Services
Title: Commissioner
Phone: 7027
Department Rep.: David M. Latina
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
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): architecture+
297 River Street
Troy, New York 12180

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

Amount/Raise Schedule/Fee: $104,219
Scope of Services: Design and Construction Administration Services for the Proposed
Renovations of Dressing Rooms, Locker Rooms, and Hallway at the Times Union Center (As outlined in RFP# 2019-045)

Bond Res. No.: Bond Resolution No. 502 for 2017
Date of Adoption: 12/04/2017

CONCERNING ALL REQUESTS

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

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

Appropriation Account and Line: Bond HKUW
Appropriation Amount: $104,219

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) June 10, 2019 - December 10, 2020
Length of Contract: 18 months

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

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

Justification: (state briefly why legislative action is requested)
The Department of General Services respectfully requests the approval of a contract authorization with architecture+ to provide architectural and engineering consulting services for the design and construction administration of the proposed renovations of dressing rooms, locker rooms, and hallway at the Times Union Center, for an amount not to exceed $104,219.00.

Significant upgrades and renovations to the dressing, locker rooms and hallway areas are needed to enhance the quality and overall presentation for artists and teams that utilize the facility. New designs shall carry a continuous look and theme from one end of the locker room hallway to the other.

Architecture+ will be providing consulting services associated with the existing conditions evaluation, planning, cost estimation, scheduling, phase design, and preparation of bid documents. They will also be performing construction administration services for the renovations of locker rooms, dressing rooms and connecting hallway and backstage areas.

This project has been included in the 2019 Capital Plan and a SEQR has been completed.
RESOLUTION NO. 502

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 4, 2017, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE TIMES UNION CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $6,035,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $6,035,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION.

Introduced: 12/4/17
By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake various capital projects at the Times Union Center (the “Center”) consisting of mechanical upgrades to the concourse concession stand beverage coolers and a new cosmetic design for the concourse concession stands; upgrades to the elevators and stair replacement in the Center garage; expansion of the LED ribbon boards; HVAC systems upgrades; arena lighting retrofit projects; installation of a new sound system; various suite and bathroom renovations; replacement of the upper level seating and installation of a curtain in the lower level; and replacement of the wireless network system, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2018 Capital Plan in the County’s 2018-2022 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $6,035,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $6,035,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $6,035,000 to pay the costs of the projects.

The period of probable usefulness of the specific object or purpose herein authorized and for which $6,035,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.
Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed $6,035,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:
   (a) The building described above is a class “A” building, as defined in Section 11.00a.11(a) of the Law.
   (b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.
   (c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in
anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law; Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.


Those opposed – 0

Resolution was adopted. 12/4/17
To: Karen Storm, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 17, 2019

Re: RFP # 2019-045

I have reviewed the proposals for the above reference RFP - NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration for the Proposed Renovations of Dressing Rooms, Lockers Rooms and Hallway at the Times Union Center and recommend awarding the contract to architecture + in the amount not to exceed $104,219.00.

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

DML:pl
MEMORANDUM

TO:        David Latina, Commissioner
           General Services

FROM:      Karen Storm
           Purchasing Agent

DATE:      April 17, 2019

RE:        RFP#2019-045 NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration for Renovations of Dressing Rooms, Locker Rooms, and Hallway at the Times Union Center

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Architecture + in the amount not to exceed $104,219.00.

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

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

**RFP #2019-045: NYS A/E Renovations of Dressing Rooms, Locker Rooms and Hallway at the Times Union Center**

**Proposal Rating Worksheet**

**Reviewer:** MLM

<table>
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<th>C &amp; S COMPANIES</th>
<th>HAMLIN DESIGN GROUP</th>
<th>LOTROP</th>
<th>SEI DESIGN GROUP</th>
<th>WILLIAM TAYLOR</th>
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<tr>
<td><strong>Weight</strong></td>
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<tr>
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**Notes**

- Proposer comprehension of the required scope of services
- Prior experience in similar building construction projects
- Professional qualifications
- Total proposed price, including all expenses
- Client references
- **TOTALS:** 4.525 | 4.315 | 3.375 | 4.1

**NOTES:**
## Proposal Rating Worksheet

**Reviewer:** Nathan Sims

<table>
<thead>
<tr>
<th></th>
<th>ARCHITECTURE</th>
<th>C &amp; S COMPANIES</th>
<th>HAMLIN DESIGN GROUP</th>
<th>LOTHROP</th>
<th>SET DESIGN GROUP</th>
<th>WILLIAM TAYLOR</th>
</tr>
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<td>Rate</td>
<td>Score</td>
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<tr>
<td>Proposers comprehension of the required scope of service</td>
<td>30%</td>
<td>8</td>
<td>1.5</td>
<td>1.5</td>
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<tr>
<td>Prior experience in similar building construction projects</td>
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<td>0.675</td>
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<td>0.675</td>
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<tr>
<td>Professional qualifications</td>
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<td>4.05</td>
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</table>

**NOTES:**
MEMORANDUM

TO: David Latina - Commissioner, Department of General Services
CC: Sean Thelan – Management and Budget
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: April 23, 2019
RE: Times Union Center Locker Room renovation
SUBJECT: SEQR compliance for Capital Projects

I have reviewed the documentation provided describing the various components of the referenced project as it relates to State Environmental Quality Review (SEQR). A renovation of the locker rooms, dressing rooms and hallway at the Times Union Center is planned including replacement of walls, floors, ceilings, cabinetry, millwork, doors/frames and door hardware (mechanical and electronic), insulation, fireproofing, bathroom fixtures/vanities, toilet partitions/accessories, plumbing, HVAC, lighting, fire sprinkler, electrical, voice/data, entertainment systems, furniture and fixed equipment, and signage.

As described above, the proposed building improvement projects meet the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5 (c) subdivisions (1) and (2) and (31). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance with SEQR beyond this determination is required at this time. Should you have any questions or require additional information, please feel free to call me (447-5670) at your convenience.
COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES

RFP # 2019-045

NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207
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: NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center
RFP NUMBER: 2019-045

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 PROPOSAL, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFP.

Company Name: __________________________________________

Address: ______________________________________________

City: __________________ State: __________ Zip Code: ______

Contact Person: _________________________________________

Title: __________________________________________________

Phone Number: __________ Fax Number: __________ E-Mail: __________

If a Bidders/Proposers 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 __________________________
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-PROPOSER RESPONSE
RFP #2019-045
NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and
Construction Administration of the Proposed Renovations of Dressing Rooms,
Locker Rooms & Hallway at the Times Union Center

The Albany County Department of General Services, Purchasing Division,
is interested in the reasons why bidders/proposers fail to submit
bids/proposals. Please indicate your reason(s) by checking all appropriate
item(s) 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 too restricting.
☐ Scope of Services not clearly understood or applicable (too
   vague, too 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:________________________
Vendor Address:_______________________
Vendor Telephone:______________________
NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-045

Sealed Proposals for NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center as requested by Albany County General Services will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday April 4, 2019.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com, starting by close of business (4:30 p.m.) on March 21, 2019.

A pre-proposal conference will be held on Tuesday March 26, 2019, at 11:00 A.M. AT THE TIMES UNION CENTER, SMG OFFICES (MARKET STREET ENTRANCE), 51 SOUTH PEARL STREET, ALBANY, and NY. This is the only scheduled conference. Interested proposers are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: March 21, 2019
Albany, New York

PUBLISH ONE DAY – March 21, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – March 21, 2019 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR PROPOSALS

NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO PROVIDE CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE PROPOSED RENOVATIONS OF DRESSING ROOMS, LOCKER ROOMS & HALLWAY AT THE TIMES UNION CENTER
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
RFP #2019-045

RFP DISTRIBUTION - IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empiresetatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal 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 I: PURPOSE

1.1. The Albany County Department of General Services is seeking proposals ("Proposals") from New York State licensed architects and engineers ("Proposers") to provide consulting services associated with the existing condition evaluation, planning, cost estimating, scheduling, phasing, design, and preparation of new construction bid documents, and also performing construction administration services (collectively referred to as the "Design Work") for the renovations of locker rooms, dressing rooms, connecting hallway, and ancillary backstage areas (collectively referred to as the "Subject Area") at the Times Union Center ("Facility").

1.2. Significant upgrades and renovations to the Subject Area are needed to enhance the quality and overall presentation for artists and teams that utilize the Facility. New designs shall carry a continuous look and theme from one end of the locker room hallway to the other.

1.3. It is the intent of Albany County to hire a New York State licensed Architect/Engineer to perform the Design Work, as more fully described in Section 4 below.

1.4. The SMG Operations Department ("SMG") and Albany County Facilities Engineering ("ACFE") shall serve as Owner’s representatives for this project. The scheduling and planning of all activities in the Facility shall be coordinated in advance with SMG and ACFE.

RFP1
1.5. The Work shall be in compliance with the Building Code of New York State, the Energy Code of New State, ICC/ANSI A117.1 - (latest edition), ADA Standards and all applicable Reference Standards & Supplements. The successful Proposer shall be required to certify same. The Albany County Division of Code Enforcement ("ACCE") is the sole Authority Having Jurisdiction ("AHJ") at the Facility, and issues all permits for construction.

1.6. The Design Work shall optimize electrical and natural gas energy performance, in satisfaction of prevailing NYSERDA and National Grid custom and prescriptive incentive criteria. The successful Proposer shall investigate/perform all applicable studies and assist ACFE with the submission of incentive applications.

1.7. A pre-proposal conference will be held on Tuesday, March 26, 2019 at 11:00 A.M. at the Times Union Center, 51 South Pearl Street, Albany, NY 12207. Meet at the Times Union SMG Corporate Offices, located on the Market Street side of the building. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) paper copies and one (1) electronic copy (on CD or flash drive) of the Proposal and other required documents shall be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals shall be received no later than 4:30 P.M. on Thursday, April 4, 2019, at the following address:

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

2.2 The Proposal submitted by the individual Proposer is the document upon which Albany County will make its initial judgment regarding the Proposer’s qualifications, understanding of the County’s scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any Proposer for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by SMG and ACFE.

2.9 During the evaluation of Proposals, Albany County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications, including:

3.1 Company name, and a brief description and history of your firm.

3.2 Identify your firm’s professional staff members who will be involved in the County engagement, the experience each possesses, and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer and Proposal, together with the main office address, telephone number (including area code), and e-mail address.

3.4 Detail your firm’s experience in providing Design and Construction Administration Services associated with all facets of new building construction, renovations and alterations/additions to existing commercial facilities.

3.5 Provide at least three (3) references from similar projects including name, addresses, telephone numbers, and e-mail addresses.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

RFP3
SECTION 4: SCOPE OF SERVICES

Unless specifically noted to be excluded or revised, the successful Proposer shall provide the Design Work described below.

4.1 Project Design Goals/Objectives/Parameters

4.1.1 The Design Work shall include all required architectural and engineering elements, including but not limited to: replacement of walls, floors, ceilings, cabinetry, millwork, doors/frames and door hardware (mechanical and electronic), insulation, fireproofing, bathroom fixtures/vanities, toilet partitions/accessories, plumbing, HVAC, lighting, fire sprinkler, electrical, voice/data, entertainment systems, furniture and fixed equipment, signage, and any additional items requested by SMG and/or ACFE. See attached Dressing & Locker Room Plan SK-1

4.1.2 Renovations will vary by room, and the successful Proposer shall work closely with SMG and ACFE to select unique, durable, and appropriate equipment and finishes in each area.

4.1.3 Facility operations and activities shall be maintained without disruption during construction, and successful Proposer shall be required to incorporate phasing documents and temporary facilities (access, electrical, plumbing, etc.) in the Design Work to ensure same.

4.1.4 The successful Proposer shall perform multiple site walk-throughs with SMG and ACFE to review existing facility conditions and collect pertinent information necessary to perform the Design Work.

4.1.5 The successful Proposer shall be required to coordinate the Design Work with other construction projects in planning and/or underway at the Facility.

4.1.6 The Design Work shall incorporate finishes, fixtures, and equipment that are readily available through the existing network of commercial vendors to SMG and/or ACFE, and the successful Proposer shall be required to coordinate material selections accordingly.

4.1.7 The successful Proposer shall be required to ensure integration with existing Facility systems, including but not limited to: lighting controls, HVAC controls, security systems, and voice/data systems.

4.1.8 The successful Proposer shall ensure that service contracts, extended warranties, attic stock, and close-out documentation in the Design Work meet the requirements of SMG and ACFE.

4.2 Design Development Phase Upon receipt of approval to proceed with the Design Work, the successful Proposer shall:

4.2.1 Meet with SMG and ACFE to develop a project schedule, review existing conditions, and establish specific design criteria. Bi-weekly meetings shall be required for the duration of the project at a day/time set by SMG and ACFE.
4.2.2 Prepare all design drawings in AutoCAD 2016 format or newer version. Prepare specifications in MS Word. Provide all documents to SMG and ACFE in unprotected format.

4.2.3 Prepare 60% design submittal and probable cost estimate for review and comment by SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. Incorporate all SMG and ACFE comments in subsequent Design Work.

4.2.4 Prepare 90% design submittal and probable cost estimate for review and comment by SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. Incorporate all SMG and ACFE comments in subsequent Design Work.

4.2.5 Prepare 100% design submittal incorporating all prior comments from SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. SMG and ACFE shall provide written acceptance of 100% design submittal prior to preparation of construction documents.

4.3 Construction Document Phase Upon approval of the 100% design submittal by SMG and ACFE, the successful Proposer shall:

4.3.1 Prepare competitive bid contract documents for general construction in accordance with prevailing competitive bidding requirements ("Wicks Law", NYS Finance Law Section 135); and in compliance with the County’s Affirmative Action Plan as approved by Resolution No. 26, adopted June 10, 1996.

4.3.2 Prepare a Project Manual which includes all County bid forms as provided by Albany County Purchasing Division, Instructions to Bidders and Conditions of the Contract. Forms shall include, but not limited to the following:
   a. Invitation to Bid,
   b. Instruction to Bidders
   c. Bid Forms
   d. Division 1 - General Requirements
   e. Technical Specifications, including performance criteria for all construction materials required on the project, warranties, attic stock, close-out documentation, and service contracts.

4.3.3 Prepare Project Drawings with architect/engineer’s certifications and stamps.

4.3.4 Prepare a final cost estimate and construction schedule

4.3.5 Specify testing and inspection requirements of completed work.

4.3.6 Submit the project documents and final cost estimate to SMG, ACFE, and Albany County Purchasing Division, allowing two (2) weeks for review and comment. Incorporate all requested modifications in the final documents.

RFP5
4.4 **Bidding and Contract Negotiation Phase** The successful Proposer shall assist SMG and ACFE in all aspects of the bidding phase, including but not limited to:

4.4.1 Solicit bidders and provide electronic (PDF) versions of plans and specifications to be used for bidding and preparation of contracts.

4.4.2 Conduct pre-bid meeting(s) and walk through(s) to present project scope and field contractor questions.

4.4.3 After consultation with SMG and ACFE, respond to contractor questions and prepare any necessary written replies and/or addendums for distribution by the County.

4.4.4 Assist with contractor interviews and selection of lowest responsible bidders. Ensure that contractors have a clear understanding of the project scope.

4.4.5 Provide written contractor bid recommendations as requested by SMG or ACFE.

4.4.6 Prepare a formal presentation for the County if requested by ACFE.

4.5 **Contract Administration Phase** The successful Proposer shall provide all required contract administration services throughout completion of the project, including but not limited to:

4.5.1 Provide completed Architect/Engineer’s Letter as required by ACCE in conjunction with contractors’ building permits.

4.5.2 Participate in no less than three (3) pre-construction meetings with contractors, and prepare meeting minutes for distribution to all participants.

4.5.3 Participate in bi-weekly contractor meetings during project implementation and prepare meeting minutes for distribution to all participants.

4.5.4 Conduct weekly site inspections during construction to ensure proper quality control, and provide written report of findings to SMG and ACFE.

4.5.5 Maintain and update project schedule throughout duration of contractor activity.

4.5.6 Review contractors’ submittals and shop drawings for conformance to both the letter and intent of the bid documents, and provide written acceptance or rejection of same. Provide electronic copies of all approved documents to SMG and ACFE.

4.5.7 Review and respond to contractor requests for information in consultation with SMG and ACFE. Distribute written response to all contractors.

4.5.8 Prepare and distribute bulletins to contractors as required, or as requested by SMG and ACFE.

4.5.9 Review contractors’ change order proposals and provide written recommendations to SMG and ACFE.

4.5.10 Maintain all project records for turn over to SMG and ACFE at project completion.

4.5.11 Conduct a detailed post-construction site inspection and prepare contractor punch lists with sufficient detail to ensure contractor remediation.

4.5.12 Conduct a final inspection and provide written certification of project completion to SMG, ACFE, and ACCE.

RFP6
4.5.13 Review all close-out documentation for conformance with bid documents.

4.5.14 Review Contractors' as-built drawings and provide written comments/recommendations to SMG and ACFE.

SECTION 5: TERM OF CONTRACT

5.1 The agreement with the successful Proposer pursuant to this RFP shall be from the date of award until project completion.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the Albany County Attorney.

SECTION 6: COST PROPOSAL: Each Proposer shall:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services on the cost proposal form. All reimbursable expenses shall be included in the total cost not to exceed fee.

6.2 Detail the fee structure for the Proposal.
   a. Design Development Phase
   b. Construction Document Phase
   c. Bidding and Contract Negotiation phase
   d. Contract Administration Phase

6.3 Provide any other relevant information to assist Albany County in evaluating the Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, Proposals shall be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION 1

Title Page - reflecting the RFP number, subject title, name of Proposer, address, telephone number, e-mail address, and contact person.

Table of Contents - indicating the material included in the proposal by section and page number.

RFP7
SECTION II

Qualification/Experience - addressing Proposer’s qualifications and experience to carry out the Design Work, including but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes – including pertinent professional qualifications of staff members who will be involved in the Design Work.

SECTION III

References - including references from similar type projects and pertinent contact information.

SECTION IV

Plan Implementation - addressing the Scope of Services in terms of the proposer’s plan to carry out the Design Work.

SECTION V

Cost Proposal Section - including all costs associated with the proposer’s plan to carry out the Design Work. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI

Mandatory Documentation - including: The Non-Collusive Bidding Certificate (Attachment A), Acknowledgment by Proposer (Attachment B), Vendor Responsibility Questionnaire (Attachment C), and Iranian Energy Divestment Certification (Attachment D).

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals shall remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals shall be evaluated by a committee with representation from SMG and ACFE, using the following selection process:
### CRITERIA

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer's comprehension of the required scope of services</td>
<td>30%</td>
</tr>
<tr>
<td>Prior experience in similar building construction projects</td>
<td>15%</td>
</tr>
<tr>
<td>Professional qualifications</td>
<td>10%</td>
</tr>
<tr>
<td>Total proposed price, including <strong>all</strong> expenses</td>
<td>35%</td>
</tr>
<tr>
<td>Client references</td>
<td>10%</td>
</tr>
</tbody>
</table>

8.3 Proposals will be examined and evaluated by SMG and ACFE with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

### SECTION 9: Section not in use

### SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

### SECTION 11: INDEMNIFICATION

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

### SECTION 12: SPECIFICATION CLARIFICATION

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

Karen A. Storm  
Albany County Purchasing Agent
12.2 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 mailed, e-mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer 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 Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each Proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer shall be required to procure and maintain at its own expense, the following insurance coverage:
(a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than $500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(d) **Professional Liability:** A policy or policies with limits not less than $5,000,000.00.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) Albany County and SMG shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

(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.

15.3 No work shall be commenced under the contract until the successful Proposer 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 Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.
SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by Proposer, Proposer 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 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts shall not be taken into consideration in determining the total proposed price of the Proposal.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 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.

19.2 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.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit 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.

19.4 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 20: Section not in use

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or
intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 22: Section not in use

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 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 appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State 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 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.
25.2 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 New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 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.

25.4 Except as otherwise specifically provided herein, any 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 therefor. 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:

(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 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 26: Section not in use.

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder 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 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 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 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’s own liability. Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment “E”).

SECTION 28: GREEN INFRASTRUCTURE POLICY

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

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center

RFP Number: 2019-045

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

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

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

| Date    | Number |

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

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

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

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

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

6. The following documents are attached to and made a condition of this Proposal:
   
   (a) Non-Collusive Bidding Certificate (Attachment “A”)

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

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

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

7. Communication concerning this Proposal shall be addressed to:

   __________________________________________

   __________________________________________

   __________________________________________

   Phone: ______________________________________

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center

RFP Number: 2019-045

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

COMPANY: ________________________________
ADDRESS: ________________________________
CITY, STATE, ZIP: ________________________________
TEL. NO.: ________________________________
FAX NO.: ________________________________
FEDERAL TAX ID NO.: ________________________________
REPRESENTATIVE: ________________________________
E-MAIL: ________________________________
SIGNATURE AND TITLE ________________________________

DATE ____________________________
ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

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

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

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

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

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

__________________________
Signature

__________________________
Title

__________________________
Date

__________________________
Company Name
ATTACHMENT “B”
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF ___________________ )
COUNTY OF ___________________ ) SS.:  

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

__________________________________________________________________________

Notary Public, State of ___________________

Qualified in ____________________________

Commission Expires ____________________

If Corporation:

STATE OF ___________________ )
COUNTY OF ___________________ ) SS.:  

On this _____ day of ____________, 20___, 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, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

__________________________________________________________________________

Notary Public, State of ___________________

Qualified in ____________________________

Commission Expires ____________________

If Partnership:

STATE OF ___________________ )
COUNTY OF ___________________ ) SS.:  

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

__________________________________________________________________________

Notary Public, State of ___________________

Qualified in ____________________________

Commission Expires ____________________
ATTACHMENT “C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:
   □ PRIME CONTRACTOR

2. VENDOR’S LEGAL BUSINESS NAME

3. IDENTIFICATION NUMBERS
   a) FEIN #
   b) DUNS #

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

5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE

7. TELEPHONE NUMBER

8. FAX NUMBER

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

10. TELEPHONE NUMBER

11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE
   Name
   Title
   Telephone Number
   Fax Number
   e-mail

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

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

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal 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.
   □ Yes □ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   a) An elected or appointed public official or officer?
      List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.
      □ Yes □ No

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

   a) **1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process:** □ Yes □ No
   1. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
   2. entered into an agreement to a voluntary exclusion from bidding/contracting;
   3. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;
   4. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
   5. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
   6. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
   7. 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
   8. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

   b) **2. 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 laws including but not limited to, fraud, bribery, theft, racketeering, price-fixing, bid rigging or any crime related to truthfulness and/or business conduct:** □ Yes □ No

   c) **3. been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:** □ Yes □ No
   1. federal, state or local health laws, rules or regulations.

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

   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or 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."

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

   a) **file returns or pay any applicable federal, state or city taxes?** □ Yes □ No
   Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

   b) **file returns or pay New York State unemployment insurance?** □ Yes □ No
   Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

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

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

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

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 Balance, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation.** □ Yes □ No
21. **IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:**

   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.

---

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

State of: )
) ss:
County of: )

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
Address
City, State, Zip

Signature of Owner ________________________________
Printed Name of Signatory ________________________
Title

Notary Public

Sworn before me this ______ day of _____________, 20____;

Printed Name

Signature

Date
Attachment “D”
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

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

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

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

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

__________________________
Signature

__________________________
Title

__________________________
Date

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

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

Name of Third Party Entity: ________________________________

Address: ____________________________________________

Phone Number(s): __________________________________

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):

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Proposal for NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center
RFP Number: #2019-045

Presented to
Albany County Department of General Services, Purchasing Division
April 4, 2019
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center

RFP Number: 2019-045

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

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

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

   Date                  Number
   March 28, 2019        1
   April 2, 2019         2

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

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

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

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

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

6. The following documents are attached to and made a condition of this Proposal:
   (a) Non-Collusive Bidding Certificate (Attachment “A”)
   (b) Acknowledgment by Bidder (Attachment “B”)
   (c) Vendor Responsibility Questionnaire (Attachment “C”)
   (d) Iranian Energy Divestment Certification (Attachment “D”)

7. Communication concerning this Proposal shall be addressed to:

   Mary Kate Young, AIA
   architecture+, 297 River Street, Troy, NY 12180

   Phone: 518-272-4481

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
Section 1
Title Page

"architecture+ exceeded our expectations by providing a creative solution to a complex design problem."

John A. O’Donnell PE CEO, Albany County Airport Authority

Proposal:
Proposal for NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center
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Presented to:
Albany County Department of General Services, Purchasing Division
April 4, 2019

Presented by:
architecture+
297 River Street, Troy, New York 12180
518-272-4481
Contact Person: Mary Kate Young, AIA, Principal
Section I

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Section II

Qualifications/Experience

"The staff at architecture+ are responsive to the owner's needs, and demand excellence from the contracts that are involved. Their response is always timely, and both schedule and budget are of the utmost concern to them. Most importantly, the client's best interest is always represented by them."

Loren Rucinski Director of Facilities and Planning Union College

architecture+ is a design and service-oriented architectural, interiors, and planning firm located in the city of Troy in New York's Capital Region. We have been registered to do business in New York State since 1984. We have evolved into one of the region's most respected firms and are continually ranked as one of the areas largest design firms. architecture+ was founded on the premise of providing exemplary service to our community. Serving people and their communities is a conscious choice that leads to more than just great design, but meaningful places that reflect our clients' best aspirations.

We consider our clients an integral part of our design team and work closely together with them from start to finish. Perhaps this is why more than 80% of our work is for repeat clients, many of whom have worked with us since our inception.

We are accustomed to meeting the challenges faced by our clients with multiple stakeholders and decision makers since the majority of our projects are completed in the institutional, municipal, and commercial sectors. We have extensive experience in these markets and have worked on projects ranging from small additions and renovations with limited funding to large commercial and institutional projects with expansive budgets.
Section II
Qualifications/Experience

“This was a very ambitious project with extremely tight design and construction schedules. The staff from architecture+ acknowledged the complexity of the project and schedule, designed a project that fully met our expectations and worked diligently to insure that the final product was delivered on schedule and within budget.”

John M. Shupe
Asst. Vice President for Facilities Management
SUNY New Paltz

The Renovations of Dressing Rooms, Locker Rooms & Hallway project is critical for maintaining the high quality of the Times Union Center. We bring to the project our experience working on commercial facility renovations for Albany County as well as designing numerous athletic and performance spaces that include similar program elements.

In addition to our recently completed Concessions renovation project at the Times Union Center, architecture+ has provided Design and Construction Administration services for Albany County at the Albany International Airport for well over a decade. Projects have included the reconfiguring of the security checkpoint, creation of two concessions areas, and a retail shop, as well as variety of other interior and exterior improvements.

Our experience with the planning and design of athletic facilities follows. In addition to projects for recreational facilities, we have considerable experience with athletic facilities for educational clients as well as those colocated in medical facilities we have designed. The focus on physical well being in the healthcare field has provided us with numerous opportunities to design athletic program elements.

In keeping with our holistic approach to design, architecture+ aims to be involved in all facets of the project delivery process, including interior design. In addition to selecting and reviewing interior building materials and finishes with our clients, we also provide complete interior design services for furnishings, fixtures, and equipment for projects ranging from large institutional facilities to small offices and retail spaces. Our familiarity and contact with current sources of furniture and equipment manufacturers for all of the market sectors we serve is extensive.

All of our projects are staffed by a team of intelligent, passionate, and creative professionals who enjoy working together. Our staff includes architects, interior designers, project designers, and planners. Many have earned credentials with AIA (American Institute of Architects) and ASID (American Society of Interior Designers).
Concession Stands Upgrade
Times Union Center
Albany, New York

architecture+ provided planning and design services for the renovations of the five permanent concession stands at the Times Union Center. The stands had received only minor cosmetic upgrades since the facility opened in 1990. We began with the evaluation of existing conditions. architecture+ worked closely with the Times Union Center management, SODEXO, and Albany County representatives to design and phase the construction so that operations and daily activities could be maintained during construction.
The Houston Field House is an existing multi-purpose arena on the Rensselaer Polytechnic Institute campus and is the home of the College's popular Division 1 hockey program. The Field House is one of the oldest hockey arenas in the nation and is no longer able to accommodate the program's growing needs. architecture+ was selected to prepare a Master Plan to improve existing space and consider possible additions and renovations.

The Master Plan includes the replacement of spectator seating, upgrades to the public rest rooms, and the development of two potential additions. The first addition will expand the hockey program area. This addition will help to consolidate hockey operations in a central location and includes expanded locker room facilities for both the men's and women's programs. The second addition will add a second level inside the two story volume of the existing Field House to increase the usable square footage and expand office and athletic program space.

We are developing the space program in conjunction with the Facilities Planning Department and the Hockey coaching staff. We are preparing floor plans, elevations, and renderings and presenting multiple options to the Campus. The final Master Plan will include detailed cost estimates and construction logistics analysis for each component of the work.
Athletic Facilities

Football Team Locker Rooms, Hudson Valley Community College, Troy, New York
Design for the expansion of the team locker rooms including all new finishes, equipment, furnishings, and a new HVAC system.

Messa Rink Hockey, Achilles Center - Union College, Schenectady, New York
Design of interior renovations and an addition to include an expanded box office, administrative offices, training, and weight and locker rooms, study lounge/alumni game room, sports medicine facility, and display space.

Fitness Center, College Suites at Hudson Valley, Troy, New York
architecture+ designed a new $14.5 million four story building to serve students from several local colleges and universities. It houses 268 students in 72 furnished apartment suites of two and four bedrooms. The 150,000 square foot building features a fitness center, yoga room, laundry facility, bike storage, and management office.

Fitness Center, Fulton Montgomery Community College, Johnstown, New York
The addition to the Physical Education Building is striking from its prominent location at the corner of campus. It houses a 7,000 square foot Fitness Center with space for cardiovascular exercise and strength training, handicap-accessible locker rooms, a classroom, storage space, and staging areas.

Fitness Center, Worcester Recovery Center and Hospital, Worcester, Massachusetts
This new $25 million facility treats long-term stay patients and includes adult and adolescent beds. It includes two fitness rooms (one with a retracting blind allowing light to come in from a window on the ceiling) and an indoor half-court basketball court. Architect: Ellenzweig; Collaborating Architect: architecture+.

Recreation Facilities, Vermont Psychiatric Care Hospital, Berlin, Vermont
This new 25-bed, $23 million facility houses patients with diverse diagnoses in a secure environment and offers space for a wide range of activities including a fitness room a half basketball court, and jogging track.

Juravinski Centre for Integrated Healthcare, Hamilton, Ontario, Canada
This new $630 million campus consists of 305 inpatient beds, outpatient space, and all clinical and administrative support space necessary in the provision of specialized mental health and addiction services as well as an Athletic & Recreation Center which includes a gymnasium, walking trails, baseball diamond, soccer field, and tennis court. architecture+ served as a subconsultant to Zeidler Partnership Architects.

Indoor Recreation Facility, Samaritan Village Residential Treatment Facility, Ellenville, New York
In addition to an $18 million project to redesign this addition treatment facility, we designed a new $2.9 million, 7,000 square foot prefabricated recreational building that includes a gymnasium, fitness center, and locker rooms.
Chase Physical Education Building
SUNY Oneonta
Oneonta, New York

architecture+ designed exterior and interior improvements for the Chase Physical Education Building at SUNY Oneonta. The exterior improvements included new roofing and window cladding systems of this 1960s era building. The entrance canopy and windows were redesigned to create a modern appearance for the building that compliments other building renovations on campus. The new insulated doors, windows, and metal panels improved the energy efficiency of the building envelope. The interior renovations of the building included renovations to locker rooms, and upgrades to the handball courts.
Joseph L. Bruno Stadium
Hudson Valley Community College
Troy, New York

The existing campus sports fields and ancillary structures had to be relocated to create this 4,500 seat Class A minor league baseball complex.

We teamed with U.W. Marx Construction and DLR, Inc. to complete this design-build project in 16 months. Our role included New York State code review and construction administration as well as design collaboration. Our focus was on the design of the home and visitor's clubhouses, locker rooms, luxury suites, administrative office space, concessions and retail space, and an academic classroom building as well as the overall interior design and finish selections for the facility.

Associated Architects with DLR, Inc.
We were commissioned to design this new 13,000 square foot facility to house a clubhouse for the Stadium Golf Club. The original club house was within a former baseball stadium on the site. The new clubhouse was strategically located on the site to allow the existing facility to remain operational while the new building was under construction.

The club house was portioned on the site to have views of the 9th and 18th greens as well as the driving range upon entry to the facility. The facility allowed for an expanded retail space for the Pro-Shop and locker facilities. The casual restaurant boasts a custom designed cherry bar and overlooks the patio and putting green with a view of the course beyond. A large banquet room and conference facilities were integrated into the design to support an expansion of their catering event planning business. The kitchen was designed with the flexibility to support the bar, restaurant and special events needs of the banquet facility.
Saratoga Cardiology Associates
Saratoga Springs, New York

This 28,000 square foot cardiology center houses a consortium of doctors and served as the first and primary anchor building in a new medical/technical office park in Saratoga Springs, New York. The doctors were interested in providing their patients with continuing care and so the center was designed with an 8,000 square foot wellness center.

Here, patients can pursue their rehabilitation under supervised care as well as receive continued preventative healthcare. Other components in the facility include examination rooms, nuclear imaging facilities, a hematology laboratory, private offices, conferencing center, and administrative areas.
Capital District YMCA
East Greenbush and Guilderland, New York

We designed the new, 55,000 square foot multi-use prototype facility. It contains an eight-lane Olympic-sized swimming pool, a gymnasium equipped for competition basketball and volleyball, a running track, fitness room, aerobics facilities, multipurpose room, child care facilities, whirlpool, sauna and steam rooms, and various administrative and support areas.

The design allows for expansion of the natatorium and the addition of squash and racquetball courts. Playing fields, outdoor playground facilities and picnic areas were also part of the overall master plan. This prototype design was used at both the East Greenbush and Guilderland locations.

Planning Consultant to C.T. Male Associates
Field House Renovations - Albany Academy

Albany, New York

Our team worked with The Albany Academies to develop a Master Plan for their athletic facilities that included design and phasing options for the facilities and the primary goal was to determine the feasibility of a gymnasium addition to the existing facilities. The architecture+ team worked with the School to evaluate potential locations for the addition and to identify improvements and upgrades to their existing athletic facilities.

Renovations to the existing 1960s era field house, which houses an ice arena, gymnasium, and fitness center, were the first project completed. Exterior clerestory windows and storefront entrances were replaced, the exterior of the building was being restored, and a new canopy was installed to identify the main entrance. A redesigned athletic hall of fame and achievements was integrated into the field house lobby and hallways. Outdated bathroom facilities were also upgraded as part of the project.
Fine Arts Building Rehabilitation and Additions - SUNY Oneonta
Oneonta, New York

The State University Construction Fund engaged architecture+ to provide design and construction administration services for the $11 million Rehabilitation of the Fine Arts Building at the State University College at Oneonta. Constructed in 1968, the building houses the Music, Art, and Theater Departments as well as general classrooms, the Campus Art Gallery, and two theaters. Programming meetings were held to reach consensus on the renovations and additions needed by each Department and to balance priorities within a predetermined budget.

The Music Department work upgraded existing recording studios, classrooms, and offices, along with substantial remediation to better control humidity within this sensitive area. A humidity controlled 12,000 square foot addition houses state-of-the-art electronic/acoustic recording studios, rehearsal rooms, secure instrument storage, and a large performance space. We engaged nationally-respected acoustical engineers to ensure that these studios would present the best acoustic conditions for practice, performance, and recording.

The Art Department was renovated and rearranged to enhance instructional studios and accommodate a more advanced art program. A high-priority concern for fire safety led to the design of additions for gas-fired ceramic kilns and a metals foundry outside the main building.

The Theater Department dressing rooms, make-up rooms, costume construction studio, and green room were renovated to better address contemporary theater operations and education. A new theater classroom and departmental offices were also provided.

This extensive project impacted every corner of a large and complex building, requiring that we develop a comprehensive phasing schedule allowing portions of each department to remain in operation as adjacent construction work proceeded, and to minimize disruption to activities that were unable to be relocated.
McKinstry Building Renovations
The Sage Colleges
Troy, New York

architecture+ designed renovations to convert the ground and first floors of the 1950’s era McKinstry Residence Hall into a state-of-the-art fitness and student activity center. We transformed the former ground floor lounge space into a fitness center with state-of-the-art mechanical systems and modern lighting. The fitness center was positioned adjacent to the campus dining facility to accommodate future plans to incorporate a health food venue to promote wellness and fitness. The first floor residential wing was reconfigured to accommodate student life activities such as offices for student clubs and student life, student lounges, games rooms, and performance spaces. An elevator was added in the lobby to provide accessibility to all floors.

The project also included upgrading the building envelope with an aluminum storefront glazing system and redesigning the entrance to include limestone cladding. architecture+ designed all of the finishes for the furniture, fixtures, and equipment on this project.

A new mechanical system delivers ventilation and thermal comfort to the space. Mechanical duct work and existing structure are exposed to provide high ceilings in the cardio zone. The removal of an exterior canopy and the addition of new aluminum windows allow natural light to flood into the center and provide views into the Quad.
Health and Fitness Center
Word of Life Bible Institute
Schroon Lake, New York

architecture+ prepared the Master Plan for the Word of Life Bible Institute to develop their 190 acre academic/residential campus. The Master Plan includes a new Health and Fitness Center, Student Life Center, Welcome Center, and Residence Halls. The Student Life Center is currently in construction.

The next building to be constructed is the Health and Fitness Center. The estimated construction cost is $7 million. Our Schematic Design for the building includes a large, sub-dividable collegiate gymnasium, locker rooms, concessions area, fitness center, fitness offices, and seminar room along with the health center which includes an infirmary and nurse offices. An optional play gym for use by summer campers and small events is also under consideration.

The new building will be located on the western portion of the campus to take advantage of the considerable grade change in this part of the campus allowing the two-story volume of the gymnasium to be partially buried in the hillside to minimize its visual impact on the campus.

The architectural details of all buildings will build upon the existing campus architecture and Adirondack style and include simple gabled or shed roof lines, heavy timber structure, stone belt courses, and covered entry porches.
The Albany International Airport security screening area was designed before the current security standards were adopted. As a result, the available space was not adequate. architecture+ was selected to design the expansion of the security area to ease congestion and reduce delays. We increased number of security lanes from four to six to increase the speed through security and to accommodate new TSA equipment.

We also expanded the retail and food court areas to increase passenger comfort. In addition, we lead a team of local firms and national experts in the design and engineering of a three gate terminal expansion project. The expansion will be needed to meet anticipated growth in the coming years.
Section II

Resumes

Our proposed team for the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center project will work from our office in Troy, New York. Our team will be lead by architecture+ Principal, Mary Kate Young, AIA. Mary Kate has been providing architectural design services to commercial, institutional, and private clients for almost twenty-five years. Angela M. Doane, NY CID, IIDA, will serve as Interior Designer/Project Manager and Christine Cunningham as Architectural Designer. Mary Kate and Angela most recently collaborated on the successful Renovations of Permanent Concession Stands at the Times Union Center project along with Sage Engineering Associates, LLP, our proposed mechanical, electrical, and plumbing engineer. Resumes for all team members follow...

Architecture and Project Management
architecture+
Mary Kate Young, AIA, Principal-In-Charge
Angela M. Doane, NY CID, IIDA, Interior Designer/Project Manager
Christine Cunningham, Architectural Designer

Mechanical, Electrical, and Plumbing Engineering
Sage Engineering Associates, LLP
John S. Edwards, PE, LEED AP, Principal and Senior Mechanical Engineer
David P. Layton, PE, LEED AP, Principal and Senior Mechanical Engineer
Michael O. Meyers, PE, Principal and Electrical Group Manager

Hazardous Material Abatement Design
C.T. Male Associates, D.P.C.
Michael F. Sawyer, Managing Industrial Hygienist
Mary Kate Young
AIA
Principal

Mary Kate Young is a versatile architect with almost twenty-five years of experience with educational, government, healthcare, and commercial projects primarily in Upstate New York. Her portfolio includes renovations and additions to existing buildings, historic preservation and restoration, as well as new construction. She is an experienced architect with a deep understanding of design, phasing, and constructability issues. She is an engaged principal with a proven ability to motivate and manage a project from conceptual design through construction administration while maintaining high standards. Mary Kate takes great pride in serving the community through both her design work with clients and volunteer work to support valued community organizations. In recognition of her abilities, she was named an Associate in 2007 and a Principal in 2014.

Select Experience

Times Union Center
Concessions renovation
Albany, New York

The Sage Colleges, Troy Campus
McKosky Hall - Athletic/student center
French Hall - Residence hall renovation
Nutrition lab design
Science laboratory renovations
INVEST nanotechnology incubator labs
Campus Master Plan
Shea learning Center and Café
Troy, New York

Albany International Airport
Planning for expansion
Albany, New York

The Albany Academies
Albany Academies Fieldhouse Renovations
Athletic Master Plan
Albany Academy for Girls Science Center
Albany Academies Dining & Event Center
Albany, New York

Stadium Golf Club
New golf clubhouse
Schenectady, New York

SUNY Delhi
Foran Hall Student Center
Bush Hall renovations
Smith Hall renovations
Evenden Hall roof replacement
Delhi, New York

River Stone Manor
New banquet house on the Mohawk River
Glenville, New York

Union College
Rathskeller Dining renovation
Reamer Student Center renovations
Old Chapel renovations
Williams Campus Safety Building
House System Residence Hall renovations
Schenectady, New York

SUNY Oneonta
Rehabilitation of MacDuff Hall
Residence Quad Entry Upgrades
Milne Library and Café interior renovations
Emergency Service Building design
Oneonta, New York

SUNY New Paltz
Devo Hall - Residence Hall renovation
Bevier Hall - Residence Hall renovation
Residence Life Master Plan
Hasbrouck Quad vertical expansion study
South Campus Housing Study
Ridgeview Hall - New Residence Hall & Café
Campus Police and Service Building
New Paltz, New York

University at Albany
Dutch Quad G & H Residence Hall and Health Center renovations
Albany, New York

Professional and Community Affiliations

American Institute of Architects
Member

Capital District YMCA Camp
Chingachgook
Board of Managers, 2006-2009

The Arts Center of the Capital Region
Board Member, 2016-2019

Speech Builders' Toastmasters Club
Member

The Albany Academies
Robotics Club Guest Speaker
Parents Association
MAY Project Sponsor, 2014, 2016, 2017

Bethlehem Soccer Club
U-14 Team Manager, 2016-2019

Bethlehem Central High School Lab School
Guest Evaluator

Bethlehem Girls Basketball Club
Team Manager, 2018-2019

*Sponsor affiliation experience
Angela M. Doane
NY CID, IIDA
Interior Designer

Angela is the current director for the International Interior Design Association, Albany City Center Chapter. With over ten years of experience, Angela strives to design functional and unique spaces that suit the needs of the client while creating an alluring experience for the end user. Since joining architecture+ in 2013, Angela has quickly become a key member of our project teams. Her attention to detail, experience in project management, and forward thinking approach to design solutions has garnered local and regional recognition for multiple well established projects.

Select Experience

Times Union Center
Concessions Center renovation
Albany, New York

Albany Academy for Girls
Dining and Event Center
Auditorium renovation
Science and STEM Lab addition
Albany, New York

University at Albany
Dutch Quad G & H Residence Hall and Health Center renovations
Albany, New York

Maria College
Feasibility study to accommodate the relocation of several departments to a neighboring residence adjacent to the campus
Albany, New York

Caro Center
FF&E and interior design for new 200-bed state psychiatric hospital
Caro, Michigan

Rhode Island Replacement Hospital
FF&E and interior design for new 140-bed psychiatric hospital
Gaston, Rhode Island

Nationwide Children’s Hospital,
Behavioral Health Hospital
Interior design and FF&E for a new hospital with emergency care crisis center
Columbus, Ohio

Hutchings Psychiatric Center
Interior design for the rehabilitation of Buildings 1, 15 and 17
Syracuse, New York

Vermont Psychiatric Care Hospital
FF&E and interior design for a new twenty five-bed psychiatric hospital
Berlin, Vermont

SUNY Binghamton
Interior design for Lecture Hall Student Wing Renovations
Binghamton, New York

Union College
Interior design for Rathskeller dining renovation
Schenectady, New York

SUNY Oneonta
FF&E and finish selections for Fitzelle Hall
Interior design, FF&E, preparation of renderings for Milne Library renovations
Interior design and FF&E for Health Center Upgrade residence hall corridor finishes at Curtis, Blodgett, Hoys, and Higgins Halls
Oneonta, New York

Word of Life Bible Institute
Interior design for Student Life Center
Schoharie, New York

Unity House of Troy
Reconfiguration of space to accommodate growing program
Troy, New York
Christine Cunningham
Architectural Designer

Christine joined architecture+ in 2014 and has worked on a variety of higher education and healthcare projects including studies, renovations, and new building designs for public and private projects. architecture+ clients benefit from her distinctive approach informed by over twenty years of experience in residential interior design. She excels at discovering common threads between private and public spaces and the creation of environments that are simultaneously intimate and practical. In addition, she often lends her artistic views and talents to create water color renderings of architectural projects.

Select Experience

Union College
- Interior design for Rathskeller dining renovation
- Schenectady, New York

Emma Willard School
- Mellinger Innovative Classroom
- Restroom renovations
- Troy, New York

Maria College
- Feasibility study to accommodate the relocation of several departments to a neighboring residence adjacent to the campus
- Albany, New York

SUNY New Paltz
- Rehabilitation of Student Union
- New Paltz, New York

SUNY Oneonta
- Rehabilitation Health and Wellness Center
- Rehabilitation of MacDuff Hall renovation
- Oneonta, New York

Word of Life Bible Institute
- Bollback Student Life Center
- Schroon Lake, New York

Twin Counties Recovery Services
- Outpatient and clinical renovation
- Hudson, New York

New Choices
- Feasibility Study and design for new inpatient clinic
- Schenectady, New York

St. Joseph’s Addiction Treatment & Recovery Centers
- Inpatient and dining renovation
- Men’s veterans dormitory and dining
- Saranac Lake, New York

New York State Office of Mental Health
- Statewide campus planning program
- Statewide, New York

Albany Law School*
- Office addition
- Albany, New York

Frederick Remington Museum*
- Design of exhibition space
- Ogdensburg, New York

Sir Isaac Bell Residence*
- Historic preservation circa 1883 mansion
- Newport, Rhode Island

Fels Residential Addition*
- Addition to Greek Revival residence
- Kinderhook, New York

Sheffer Residence*
- Exterior/Interior renovation
- Livingston, New York

Callahan Residence*
- Interior renovation
- Claverack, New York

Evans/McMaster Residence*
- Design of addition
- Ghent, New York

* Pre affiliation experience
Mr. Edwards is a founding Principal with Sage Engineering, responsible for firm technical direction as well as functioning as a project manager on selected projects. Mr. Edwards is a specialist in the design and troubleshooting of microprocessor-based temperature control systems, and in the design of central energy plant and central energy distribution systems for large campuses, including those of higher education.

**Professional Experience**

1996-Present  
**Principal and Senior Mechanical Engineer**  
Sage Engineering Associates, LLP

1992-1996  
**Senior Mechanical Engineer**  
Einhorn, Yaffee, Prescott, A&E, P.C.

1984-1992  
**Associate and Senior Mechanical Engineer**  
Maniktaia Associates, P.C.

1981-1984  
**Mechanical Engineer**  
Leo A. Daly Company

**Project Experience**

Principal In Charge  
Fitzelle Hall, 105,000 SF renovation and 60,000 SF addition  
State University of New York at Oneonta, Oneonta, New York

Principal In Charge  
G&H Residence Hall and Health Center Renovations  
State University of New York at Albany

Principal In Charge  
Renovations to McDuff Hall  
State University of New York at Oneonta, Oneonta, New York

Principal In Charge  
Herkimer Hall Rehabilitation  
State University of New York at Albany

Principal In Charge  
Rehabilitation of MacDuff Hall  
State University College at Oneonta

Principal In Charge  
Dining Hall and Dormitory Renovations, State and Indian Quads  
State University of New York at Albany

**Education**

1981  
B.A.E., Architectural Engineering  
Penn State University

**Professional Organizations**

Member, ASHRAE  
Member, IGSHPA

**Professional Licensing and Certifications**


LEED® AP  
Accredited Geothermal Heat Pump Installer

**Community Service Organizations**

Board Member, Family and Child Service of Schenectady

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SAGE ENGINEERING ASSOCIATES, LLP  
WWW.SAGELLP.COM
Mr. Layton is the Mechanical Group Manager for the firm, and as such is responsible for scheduling all mechanical design services performed by Sage Engineering, as well as overseeing all mechanical projects and functioning as a project manager on selected projects. His expertise includes central plant design, site wide heating distribution systems, data center cooling, and sustainable design.

**Professional Experience**

**2000-Present**
Principal and Mechanical Group Manager  
*Sage Engineering Associates, LLP*

**1998-2000**
Senior Project Engineer  
*EDM Services, Inc.*

**1995-1998**
Senior Manufacturing Engineer  
*Saint-Gobain Abrasives (Carborundum)*

**1993-1994**
Mechanical Engineer  
*Saint-Gobain Abrasives (Norton Company)*

**Project Experience**

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<tr>
<th>Project Manager</th>
<th>Project</th>
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<tr>
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<tr>
<td></td>
<td>State University of New York at Albany, Albany, NY</td>
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<tr>
<td></td>
<td>Herkimer Hall Rehabilitation</td>
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<td></td>
<td>State University of New York at Albany, Albany, NY</td>
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<td></td>
<td>Onondaga and Oneida Hall Rehabilitation</td>
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<td></td>
<td>State University of New York at Albany, Albany, NY</td>
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<tr>
<td></td>
<td>Dining Hall and Dormitory Renovations, State and Indian Quads</td>
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<tr>
<td></td>
<td>State University of New York at Albany, Albany, NY</td>
</tr>
<tr>
<td></td>
<td>Renovate State Office Campus Dining Hall to Day Care Center</td>
</tr>
<tr>
<td></td>
<td>New York State Harriman Office Campus, Albany, NY</td>
</tr>
<tr>
<td></td>
<td>Steam/Chilled Water Infrastructure Utility Upgrades to State Office Building</td>
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<tr>
<td></td>
<td>New York State Harriman Office Campus, Albany, NY</td>
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<tr>
<td></td>
<td>Replacement of Site-Wide Building Controls Systems</td>
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<tr>
<td></td>
<td>Shawangunk Correctional Facility, Wallkill, NY</td>
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**Education**

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<tr>
<td>1994</td>
<td>B.S., Mechanical Engineering</td>
<td>Rensselaer Polytechnic Institute</td>
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<tr>
<td>1992</td>
<td>A.S., Engineering Science</td>
<td>Hudson Valley Community College</td>
</tr>
</tbody>
</table>

**Professional Organizations**

ASHRAE Northeast Chapter, Board of Governors, Past President 2005-06

**Professional Licensing and Certifications**

New York, New Hampshire  
LEED® AP

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*Sage Engineering Associates, LLP*  
WWW.SAGELLP.COM
Mr. Meyers is the Electrical Group Manager for the firm, and as such is responsible for scheduling all electrical design services performed by Sage Engineering, as well as overseeing all electrical projects and functioning as a project manager on selected projects. His expertise includes lighting design, power distribution and fire alarm systems in residence halls of higher education.

**Professional Experience**

1996-Present  Principal – Electrical Engineering Group Manager  
Sage Engineering Associates, LLP

**Project Experience**

| Electrical | Fitzelle Hall, 105,000 SF renovation and 60,000 SF addition |
| Engineer | State University of New York at Oneonta, Oneonta, New York |

| Electrical | G&H Residence Hall and Health Center Renovations |
| Project | State University of New York at Albany |

| Electrical | Renovation to McDuff Hall |
| Project | State University of New York at Oneonta, Oneonta, New York |

| Electrical | Dining Hall and Dormitory Renovations, State and Indian Quads |
| Project | State University of New York at Albany, Albany, NY |

| Electrical | Renovate State Office Campus Dining Hall to Day Care Center |
| Project | New York State Hartman Office Campus, Albany, NY |

| Project | Replace Motor Control Centers |
| Manager | Governor Nelson Rockefeller Empire State Plaza, Albany, NY |

| Electrical | Rehabilitation of MacDuff Hall |
| Project | State University College at Oneonta |

| Electrical | Design of New 760 Bed Residence Hall |
| Project | State University of New York at Stony Brook, Stony Brook, New York |

| Project | Upgrade Fire Alarm System, Elston Hall |
| Manager | Schenectady Community College, Schenectady, NY |

**Education**

1994  B.S., Electrical Engineering  Clarkson University

**Professional Licensing and Certifications**

Professional Engineer, New York, Massachusetts
Mr. Michael Sawyer joined the firm in 1998 and specializes in industrial hygiene projects. He has 40 years experience in the industrial hygiene field. Mr. Sawyer is responsible for project management, proposal preparations, and client interaction. He provides asbestos inspection services, abatement design and O&M program design and audit. He is responsible for overall management, from start to finish, of all asbestos, lead, indoor air quality and industrial hygiene projects. Mr. Sawyer’s background in industrial hygiene includes worker safety issues, IAQ investigations, Phase I investigations, lead remediation issues, microbial investigation and remediation and expert testimony.

Mr. Sawyer has been working on asbestos related projects since 1979. During the past 37 years he has directed and performed site visits and asbestos inspections at numerous educational, industrial and commercial facilities across the country and in Canada. He has inspected hundreds of school facilities for compliance with the AHERA regulatory requirements. His responsibilities have included planning, schedules, and budgets, training and directing field technicians, preparing specifications, contract documents, management plans, operations and maintenance programs, and reports for asbestos and lead survey and assessment projects. He has been involved in all aspects of asbestos abatement activities including planning, design, project monitoring, sample collection and project management. He has been very successful helping clients get abatements completed on time and within budget.

Notable Project Experience:

Asbestos Containing Materials Survey, Sampling, Design and/or Project Monitoring Services
- SUNY Oneonta, Term Contract
- Land Reutilization Corporation of the Capital Region, Schenectady & Amsterdam, NY - 15 Buildings
- City of Amsterdam, NY - 70+ Buildings
- City of Gloversville, NY - 30+ Buildings
- The Community Builders, Hamilton Hill, Schenectady, NY - 44 Buildings
- City of Cohoes, NY - 25+ Buildings

Lead-Based Paint
- CYC Realty Management, 25 Apartment Buildings
- Albany Housing Authority, Albany, NY
- South Colonie Central School District, NY

Industrial Hygiene & Indoor Air Quality
- Dominican College IAQ & Mold
- Golub Corporation, Schenectady, NY
- Ravena Coeymans Selkirk CSD, Ravena, NY

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 Century Hill Drive, Latham, NY 12110 www.ctmale.com T:518.786.7400
Creating a functional and attractive centerpiece for the campus was the goal for our new administration building. Architecture+ helped transform our campus with thoughtful, functional and creative design.

Andrew J. Macranak
President, Hudson Valley Community College

Ms. Deirdre Zarrilla
VP for Administration & Planning
The Sage Colleges
65 First Street, McMurray House
Troy, New York 12180
518-292-1790

Mr. Michael L. Martin, PE
Director of Facilities Engineering Division
Albany County Dept. of General Services
112 State Street - Suite 800
Albany, New York 12207
518-447-7032

Mr. John O'Donnell
CEO
Albany County Airport Authority
ARFF Building, Second Floor
Albany County Airport
Albany, New York 12211
518-242-2222

Mr. Greg Hennel
Stadium Golf Club
333 Jackson Avenue
Schenectady, New York 12304
518-374-9104

Mr. Loren Rucinski
Director of Facilities and Planning
Union College
807 Union Street
Schenectady, New York 12308
518-388-6076

Mrs. Pamela G. MacAffer
Chief Financial Officer
Albany Academy for Girls
140 Academy Road
Albany, New York 12208
518-429-2439
Section IV

Plan Implementation

Our team is committed to providing quality consulting services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center. We understand the importance of this project for the Center as well as the need to create a consistent look and theme. Our team has a deep understanding of construction logistics and sequencing to minimize disruption and to accelerate construction completion. These are issues that we consider from the start of design.

architecture+ has thoroughly reviewed the Request for Proposals and understands that this project is being undertaken to provide full design services.

Design Development

At the start of design, the architecture+ team will:

- Meet with representatives of Albany County Facilities Engineering (ACFE) and the SMG Operations Department (SMG) to review project goals and budget and establish a project schedule.
- Review all of the available data including existing building drawings.
- Start exploratory work including hazardous materials survey.
- Perform a field visit with our consultant team to evaluate the existing building and systems conditions.
- Review applicable New York State codes relative to the existing building and proposed Scope of Work.
- Prepare two or three design options for consideration with construction phasing considerations and budgetary costs.
- Work with ACFE and SMG to evaluate the design options to facilitate the section of a preferred solution for further development.
- A month after the selection of a preferred option, prepare detailed specifications and 60% complete construction drawings for the stakeholders for review and approval.

Construction Documents

- Provide a 90% design submission, contract requirements, and associated documents within four weeks after receiving and reviewing comments from ACFE and SMG. Specifications, drawings, and estimates will be prepared to reflect multi-prime "Wicks" requirements.
- Provide detailed construction cost estimate.
- Prepare a final set of Construction Documents updated to include ACFE and SMG comments on the 90% submission, County bidding requirements, updates costs, and selected contract alternatives. These documents will be prepared and submitted to the County within two weeks after receiving and reviewing comments from ACFE and SMG on the 90% submission.
Section IV
Plan Implementation

Bidding

- Assist Albany County with solicitation of bidders by providing pdf files of the construction documents.
- Present project scope at a pre-bid walk through.
- Answer questions and issue addenda as necessary.
- Review bids and interview contractors to evaluate bids for completeness and make recommendation for award.

Construction Phase

- Attend biweekly project meetings on-site to review the work for general conformance with the Contract Documents.
- Process submittals, shop drawings, and samples.
- Respond to RFI's and issue changes to the documents and review contractor proposals and change orders.
- Perform a punchlist walk through of the Project to record any incomplete or unsatisfactory work.

Exceptions to Request for Proposal

In the event of our selection for this project, architecture+ has the following exceptions to the Request for Proposal:

RFP Section 1.1: Indemnification, Page 9: With guidance of legal counsel, a revision of the indemnity provisions will be provided as an alternative to the language included.

RFP Section 1.5: Insurance and Security Requirements, Page 10: Generally, we are able to meet the insurance coverage required however, Albany County requires coverage levels above our limits for Item (d) Professional Liability. Our current coverage is $2,000,000 per claim/4,000,000 aggregate.
ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

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

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

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

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

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

[Signature]
Principal
Title

April 4, 2019
Date

architecture+
Company Name
ATTACHMENT “B”
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF ____________________________ )
COUNTY OF __________________________ ) SS:

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

____________________________________
Notary Public, State of _______________________
Qualified in _______________________________
Commission Expires ________________________

If Corporation:

STATE OF NEW YORK )
COUNTY OF ____________________________ ) SS:

On this _______ day of ___________________, 20___, before me personally appeared
____________________________________ to me known, who, being by me sworn, did say that he resides at (give
address) _______________________________ that she 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, and that the seal affixed to the instrument is such corporate seal;
that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like
order.

____________________________________
Notary Public, State of NEW YORK
Qualified in ALBANY
Commission Expires 5/27/19

If Partnership:

STATE OF ____________________________ )
COUNTY OF ____________________________ ) SS:

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

____________________________________
Notary Public, State of _______________________
Qualified in _______________________________
Commission Expires ________________________
## ATTACHMENT "C"
### ALBANY COUNTY
### VENDOR RESPONSIBILITY QUESTIONNAIRE

1. **VENDOR IS:**
   - [X] PRIME CONTRACTOR

2. **VENDOR'S LEGAL BUSINESS NAME**
   - Lomonaco & Pitts, Architects P.C.

3. **IDENTIFICATION NUMBERS**
   - a) FEIN #: 141714110
   - b) DUNS #: 155336688

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

5. **WEBSITE ADDRESS (if applicable)**
   - www.aplususa.com

6. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE**
   - 297 River Street, Troy, New York 12180

7. **TELEPHONE NUMBER**
   - 518-272-4481

8. **FAX NUMBER**
   - 518-272-1605

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

10. **TELEPHONE NUMBER**

11. **FAX NUMBER**

12. **AUTHORIZED CONTACT FOR THE QUESTIONNAIRE**
   - **Name:** Mary Kate Young, AIA
   - **Title:** Principal/Vice President
   - **Telephone Number:** 518-272-4481
   - **Fax Number:** 518-272-1605
   - **e-mail:** youngmk@aplususa.com

13. **LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.**

<table>
<thead>
<tr>
<th>a) NAME</th>
<th>TITLE</th>
<th>b) NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. Michael Bergen</td>
<td>President</td>
<td>Joseph Lomonaco</td>
<td>Vice President</td>
</tr>
<tr>
<td>Arien Cartrette</td>
<td>Vice Pres./Treasurer</td>
<td>Brian Barker</td>
<td>Vice Pres./Secretary</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.

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

   - Yes [x] No

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

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

   b) An officer of any political party organization in Albany County, whether paid or unpaid?
   - List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.

   - Yes [x] No

13. **LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS, continued.**
   - Francis Murdock Pitts, Vice President
   - Sara K. Wengert, Vice President
   - Mary Kate Young, Vice President
   - Valerie Bok, Vice President
16. **WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:**

   a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;

   2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

   3. entered into an agreement to a voluntary exclusion from bidding/contracting;

   4. had a bid rejected on an Albany County contract for failure to comply with the MacBrine Fair Employment Principles;

   5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

   6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

   7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

   8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility, or

   9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

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

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

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

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

   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or 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.”

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

   a) file returns or pay any applicable federal, state or city taxes?

   **Identify the taxing jurisdiction, type of tax, liability years(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.**

   b) file returns or pay New York State unemployment insurance?

   **Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.**

   c) Property Tax

   **Indicate the years the vendor failed to file.**

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

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

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 Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation.
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
   □ Yes □ No
   a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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:  
County of:  

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
Address
City, State, Zip

Signature of Owner

Printed Name of Signatory

Title Principal

Printed Name

Signature

Date
Attachment “D”
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

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

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

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

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

Signature

Principal

Title

architecture+

Company Name

Date

April 4, 2019
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NYS Licensed Architect/Engineer to Provide Consulting Services for the Design and Construction Administration of the Proposed Renovations of Dressing Rooms, Locker Rooms & Hallway at the Times Union Center

RFP Number: 2019-045

NOT TO EXCEED TOTAL LUMP SUM FEE $ 104,219.00
(All reimbursable expenses must be included in total lump sum fee)

COMPANY: architecture+

ADDRESS: 297 River Street

CITY, STATE, ZIP: Troy, New York 12180

TEL. NO.: 518-272-4481

FAX NO.: 518-272-1605

FEDERAL TAX ID NO.: 141714110

REPRESENTATIVE: Mary Kate Young, AIA

E-MAIL: youngmk@aplususa.com

SIGNATURE AND TITLE Mary Kate Young, Principal

DATE April 4, 2019