AGENDA
PUBLIC WORKS COMMITTEE
JULY 23, 2019

PREVIOUS BUSINESS:
APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH MILTON CAT POWER SYSTEMS REGARDING THE REMOVAL AND REPLACEMENT OF THE SWITCH GEAR AND GENERATORS AT THE CORRECTIONAL FACILITY

2. AUTHORIZING AN AGREEMENT WITH PRIME HIGHWAY CONTRACTORS, INC. REGARDING THE CONSTRUCTION OF AN EMERGENCY CR 6 CULVERT REPLACEMENT FOR TRIBUTARY TO SWITZKILL CREEK PROJECT IN THE TOWN OF BERNE

3. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF FOUR TANDEM DUMP TRUCKS

4. AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, P.C. REGARDING DESIGN SERVICES FOR THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NYS 85) BRIDGE REPLACEMENT PROJECT
5. AUTHORIZING THE RENEWAL OF AN OPERATING AND MANAGEMENT AGREEMENT WITH SPECTACOR MANAGEMENT GROUP FOR THE TIMES UNION CENTER

6. AUTHORIZING AN AGREEMENT WITH KONE, INC. REGARDING THE REPLACEMENT OF THREE PASSENGER ELEVATORS AT THE TIMES UNION CENTER

7. AUTHORIZING AN AGREEMENT WITH THE ALBANY WATER BOARD REGARDING THE BEAVER CREEK CLEAN RIVER FACILITY PROJECT

8. AUTHORIZING LEASE AGREEMENTS WITH JAMES KLEINBAUM ATTORNEYS AT LAW, COLUMBIA TILE, CHICAGO TITLE, AND MAURICE TESSIER REGARDING CORPORATE SUITE NO. 25 AT THE TIMES UNION CENTER

9. AUTHORIZING A LEASE AGREEMENT WITH ORTHOPEDICS NY, LLP REGARDING CORPORATE SUITE NO. 6 AT THE TIMES UNION CENTER

10. AUTHORIZING A LEASE AGREEMENT WITH TRUSTCO BANK REGARDING CORPORATE SUITE NO. 11 AT THE TIMES UNION CENTER

11. AUTHORIZING RENEWAL OF AN AGREEMENT WITH EXECUTIVE CLEANING SERVICES OF ALBANY, INC. REGARDING JANITORIAL AND CLEANING SERVICES AT THE TIMES UNION CENTER

12. REVIEWING INCOME STATEMENTS
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Public Works Committee of the Albany County Legislature met on June 20, 2019. Chairperson Burgdorf, Messrs. Smith, Simpson, Miller, O’Brien, Tunny, Frainier, and Cahill were present. Mr. Mauriello was excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing a Lease Agreements with JPS Strategies, LLC, United Group of Companies, Girvin and Ferlazzo, PC and FPI Mechanical Regarding Corporate Suite No. 16 at the Times Union Center: The following (Suite holders) indicated an interest in renewing their lease of Corporate Suite No. 16 at the Times Union Center in accordance with terms and conditions approved by the County Attorney. Annual payments totaling $51,000 are to be made as follows: a $20,500 payment on or before July 1st preceding the contract year, and the remaining $30,500 payment is due on or before December 15th during each contract year. The term of said lease shall be for a three (3) year period, commencing on September 1, 2019 and ending on August 31, 2022.

<table>
<thead>
<tr>
<th>Suite holder</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPS Strategies, LLC</td>
<td>27 6th Street, Waterford, NY 12188</td>
</tr>
<tr>
<td>United Group of Companies Inc.</td>
<td>300 Jordan Road, Troy, NY 12180</td>
</tr>
<tr>
<td>Girvin &amp; Ferlazzo, PC</td>
<td>20 Corporate Woods Blvd., Albany, NY 12211</td>
</tr>
<tr>
<td>FPI Mechanical</td>
<td>11 Green Mountain Drive, Cohoes, NY 12047</td>
</tr>
</tbody>
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After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing a Lease Agreement with Bank of America Regarding Corporate Suite No. 12 at the Times Union Center. Bank of America, 201 N. Tryon Street, Charlotte, NC 28202 (Suite holder) has indicated an interest in renewing its lease of Corporate Suite No. 12 at the Times Union Center in accordance with terms and conditions approved by the County Attorney. Annual payments totaling $51,000 are to be made as follows: a $20,500 payment on or before July 1st preceding the contract year, and the remaining $30,500 payment is due on or before December 15th during each contract year, the term of said lease shall be for a three (3) year period, commencing on September 1, 2019 and ending on August 31, 2022. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
3. Authorizing a Lease Agree with Blue Shield of Northeastern New York Regarding Corporate Suite No. 20 at the Times Union Center. Blue Shield of Northeastern New York, 40 Century Hill Drive, Latham, NY 12110 (Suite holder) has indicated an interest in renewing its lease of Corporate Suite No. 20 at the Times Union Center in accordance with terms and conditions approved by the County Attorney. Annual payments totaling $48,500 are to be made as follows: a $20,500 payment on or before July 1st preceding the contract year, and the remaining $28,000 payment is due on or before December 15th of the contract year, the term of said lease shall be for a one (1) year period, commencing on March 15, 2019 and ending on March 14, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

4. Authorizing an Agreement with New York Power Authority to Proceed with Preliminary Steps Regarding Photovoltaic Systems in Albany County. The County Executive requested authorization to enter into an agreement with the New York Power Authority (NYPa) regarding an Authorization to Proceed with the development of photovoltaic systems with the option for battery storage at six separate locations throughout the County. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing an Agreement with New York Power Authority Regarding Design and Construction Plans for the Streetlight Installation Project. The County Executive requested authorization to enter into an agreement with NYPa regarding an authorization to proceed with the development phase of the streetlight purchase and conversion project which includes engineering design and procurement. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing an Agreement with Stilsing Electric, Inc. Regarding Traffic Light Installation on Albany Shaker Road: The Commissioner of the Public Works requested authorization to enter into an agreement with Stilsing Electric, Inc. regarding the installation of a traffic light at the intersection of Albany Shaker Road and Shaker El in an amount not to exceed $137,500 for the term commencing July 1, 2019 and ending December 31, 2019. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Authorizing an Agreement with Rifenburg Contracting Corp. Regarding the Potable Water and Sanitary Waste Water Removal Project at Lawson Lake: The Commissioner of the Department of Public Works requested authorization to enter into an agreement with Rifenburg Contracting Corp. regarding the Potable Water and Sanitary Waste Water Removal Project in the Town of Coeymans at Lawson Lake in the amount of $623,045 for the term commencing August 1, 2019 and ending November 30, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
Respectfully submitted,
THE PUBLIC WORKS COMMITTEE

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

PETER TUNNY
FRANK MAURIELLO
JOHN FRAINIER
CHARLES CAHILL, JR.
July 3, 2019

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

Re: Request for Legislative Action
Capital Switchgear Replacement

Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff’s Office Request for Legislative Action relative to the above captioned.

Briefly, this request is to enter into an agreement with a qualified vendor to undertake the switchgear replacement project at the Albany County Correctional Facility. Previously approved for Bond Authorization Res #31 of 2019. Albany County Purchasing Agent Karen Storm, and Senior Assistant County Attorney Tracy Murphy assisted in this process. After careful review and consideration, Milton Cat Power Systems is being recommended. The vendor will piggyback off a National Cooperative Contract, which meets the technical requirements of New York General Municipal Law. Due to the complexity of the switchgear, generators, and the obvious additional security requirements of the facility; it is estimated the switchgear and generator replacement will be approximately $2,213,700.00.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me.

Sincerely,

Craig D. Apple Sr.
Sheriff

Cc.  Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: July 3, 2019

DEPARTMENT: Albany County Sheriff's Office / Correctional Facility

Contact Person: Sheriff Craig D. Apple Sr.
Telephone: 487-5440
Dept. Representative Attending Committee Meeting: Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:
Adoption of Local Law
Amendment of Prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (See below) X
Contract Authorization (See below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No:
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
Change Order/Contract Amendment
Purchase (Equipment / Supplies)
Lease (Equipment / Supplies)
Requirements
Professional Services X
Educational / Training
Grant:
New
Renewal
Submission Deadline Date

Settlement of a Claim
Release of Liability
Other: (State briefly)
CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:
Contract Terms/Conditions:
Party (Name/Address):
   Milton Cat Power Systems
   500 Commerce Drive
   Clifton Park, N.Y. 12065
   Amount/Rate Schedule/Fee:
   $2,213,700.00
   Term: Immediate
   Scope of Services: Remove and Replace Switchgear and Generator project at the Correctional Facility.

Contract Funding:
   Anticipated in Current Budget: Yes X No
   Funding Source: Capital Plan
   County Budget Accounts:
     Revenue: ________________
     Appropriation: ________________
     Bond (Res. No. & Date of Adoption) ________________

CONCERNING ALL REQUESTS:
   Mandated Program / Service: Yes ________ No X
   If Mandated Cite: Authority
   Anticipated in Current Adopted Budget: Yes X No
   If yes, indicate Revenue/ Appropriation Accounts: Capital Plan

   Fiscal Impact - Funding: (Dollars or Percentages)
     Federal ________________
     State ________________
     County $2,213,700
     Term/Length of Funding ________________

   Previous Requests For Identical of Similar Action:
     Resolution/Law Number: #31
     Date of Adoption: 02/11/19

   Justification: (State briefly why legislative action is requested)
   Authorization to enter into an agreement with Milton Cat Powers System to remove and replace the switchgear and generators at the Correctional Facility.

   Back-up Material Submitted (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

Submitted By: Craig D. Apple Sr.
Title: Sheriff
TO: Albany County Correctional Facility
840 Albany Shaker Road
Albany, NY 12211

ATTN: Mark Porto
QUOTE NO: ENPR08555.3
DATE: May 29th, 2019

PROJECT
Albany County Correctional Facility

Albany County, NY - Sourcewell (NJPA) Contract Member ID# - 932

We are pleased to offer the following equipment for consideration:

**Item #1 - Replace Emergency Standby Generators**

Three (3) New Indoor Caterpillar Diesel Emergency Packaged Generator Set. Each unit is rated 800 KW, Standby power, 277/480 volt, 60 hertz, 1800 rpm, Three phase, 0.8 pf. The following equipment and services are included:

- UL 2200 Listed and Labeled
- EPA Certified for Stationary Emergency Application
- Permanent Magnet Generator
- Electronic Governor
- Unit Mounted Radiator
- Jacket Water Heater
- Vibration Isolators
- Lead Starting Batteries with Rack and Cables
- Battery Charger Charging Alternator
- Engine/Generator Unit Mounted Control Panel – EMCP 4.2B
- Remote communications via RS485 port (interface to BMS or SCADA by others)
- One (1) 1200A Unit Mounted Circuit Breaker
- Critical Grade Exhaust Silencer w/flex
- One (1) 150 Gallon Day Tank w/integral pump controls
- Start-up and Test With Milton Cat supplied Load Bank
- Customer Training
- 4 Year Warranty from Date of Start-Up
- Operation and maintenance manuals

- This proposal includes the equipment and work required to remove the three existing Cat generators from within the generator room and re-install three new generators in the same location.
- Included in the proposal is complete disconnect, rigging, and louver removal and reinstall, duct work removal, rework and reinstall, removal of existing day tank, exhaust silencer and piping removal and installation of all new power and control conduit and wiring necessary to operate with the new switchgear.
- Old generators and wanted accessories will be transported to Milton Cat in Clifton Park if customer is interested in provided trade in value below towards the purchase of the new generators. If not interested in trade in of units, customer will need to have transportation available onsite to remove generators from site when units are removed from building.
- **Milton Cat is offering a trade in value for the three (3) 3508 800KW generators valued at $135,000.00. The trade in offer has been applied to the total package net price below for the replacement of the existing generators with new Cat generators.**
Item #2 – Replace Emergency Generator Paralleling Switchgear

- This proposal consists of furnishing a new generator paralleling switchgear system arranged to control the operation of three (3) 800 KW, 480/277 volt, 3 phase, 4 wire, 60 Hertz, diesel emergency engine generator sets.
- This proposal also includes the following:
  - All work and miscellaneous materials necessary to complete the installation of Milton Cat provided temporary generating system. Temporary generator system will provide backup power to facility during installation of new equipment.
    - Milton Cat to provide Temporary 800KW 480V generator w/ cables onsite for two (2) months
    - Milton Cat to provide Temporary 2000A ATS, 480V, Service Entrance Rated, Nema 3R for two (2) months
  - All work necessary to disconnect, remove and re-install one 480V switchgear lineup as detailed below.
  - Existing switchgear will be removed from site and disposed of in accordance with all Local, State, and Federal laws.

480 Volt Emergency Paralleling Switchgear

We propose to furnish a ten-cubicle switchgear lineup as follows:

Utility Transfer Control Cubicle, (quantity of one), consisting of:

1 - Metal enclosed cubicle
1 - Schweitzer 751 Utility protective relay
1 - Lockout relay, Electroswitch type LOR
2 - Circuit breaker control switches
2 - Separate backlit L.E.D. annunciators with engraved windows for the following circuit breaker status indications:

  Circuit breaker opened
  Circuit breaker closed
  Circuit breaker drawn out

1 - AC utility voltmeter, 0-600 volt scale
1 - Voltmeter selector switch, for reading phase to phase and phase to neutral
1 - AC utility ammeter, scale as required
1 - Ammeter selector switch
1 - AC utility watt/var meter, scale as required
1 - Watt/var meter selector switch
1 - AC generator main voltmeter, 0-600 volt scale
1 - Voltmeter selector switch, for reading phase to phase and phase to neutral
1 - AC generator main ammeter, scale as required
1 - Ammeter selector switch
1 - AC generator watt/var meter, scale as required
1 - Watt/var meter selector switch
2 - Synchronoscope switches (key interlocked)
1 - Frequency meter switch, with utility-off-generator nameplate (key interlocked)
1 - Load test switch with “Load Test-Normal” positions
1 - Transfer mode selector switch with “Closed Transition” and “Open Transition” positions
1 - Manual load adjust “Raise-Lower” switch
1 - Return to utility selector switch with “Manual-Auto” positions
1 - Return to utility push-button
1 - Fail to sync reset / transfer pushbutton
1 - Lamp test pushbutton
1 - Backlit L.E.D. annunciator panel with engraved nameplates for the following status indications:

  Inline Device Opened
  Generator Bus Synchronizer On
  Open Transition
1. **Synchronizing permissive relay**
2. **Automatic synchronizer, Woodward type SPMD**
3. **Set of control wiring, fuses, fuse blocks, terminals, nameplates, etc.**

**Master Control Cubicle**, (quantity of one), consisting of:

1. **Metal enclosed cubicle**
2. **23” operator interface panel (OIP) complete with Intouch runtime software is provided to access PLC timers and setpoints, engine sequencing, display system status and alarms, and to enable certain master control functions. The operator interface panel contains the following basic screens:**
   - Main Menu
   - System Single Line
   - Alarm Screen
   - Generator Screen
   - Load Control Screen
   - Load Demand Screen
   - Load Bank Control Screens

The following functions can be initiated from the touch screen:

- Load Demand (On/Off Switch Function)
- System No-Load Test (On/Off Switch Function)
- Auto Load Shed (On/Off Switch Function)
- Load Add (Pushbutton Function)
- Load Shed (Pushbutton Function)
- Increase Load Capacity (Pushbutton Function)

Upon receipt of an alarm, the operator interface panel automatically displays an alarm screen. An amber Operator Interface Alarm Present indicator on the master cubicle door will also illuminate, and the alarm horn sounded. All alarms can be reset using the failure-reset pushbutton on the master door.

1. **Synchronizing swing panel, consisting of:**
   
   1. **Bus AC voltmeter, 0 to 600-volt scale**
   2. **Synchronoscope**
   3. **Synchronizing lamps**
   4. **Frequency meter, 55 to 65 hertz scale**

1. **Solid state best battery selector system** (best battery selector)
1. **Nat router for universal communication translation with the BMS**
1. **Voltmeter selector switch reading phase-to-phase voltage and phase to neutral voltage**
2. **Programmable logic controllers, GE type RX3i, complete with analog, digital, input/output modules, power supplies, etc., as required**
1. **Main bus over and under voltage/frequency alarm relay, with alarm indication and reset push-button**
1. **Fail to synchronize time delay**
1. **Station alarm horn, with silence push-button and light**
1. **Master “auto-man” switch, with red light**
1. **Lamp test push-button**
1. **Backlit LED annunciation panel with engraved windows for the following conditions:**

Controls not in automatic
Alarm horn silenced
Start signal present
Load shed on
Critical control voltage failure
Operator interface alarm
PLC No.1 in control
PLC No.2 in control
PLC failure; Solid PLC failure; Flashing PLC low battery
Main tank low fuel level
(5) Spares

1 - Set of control wiring, fuses, fuse blocks, terminals, nameplates, etc.

*Generator Control and Circuit Breaker Cubicle* (quantity of three), each consisting of:

1 - Metal enclosed cubicle with cable compartment barrier
1 - 1600 ampere frame, electrically operated, drawout, air power, generator circuit breaker, Se-D type NW rated 200KAIC at 480 volts, provided with metering, communications and "P" trip unit as well as ground fault alarm and energy reducing maintenance switch
1 - Generator management relay, Schweitzer type 700G
1 - Lockout relay, Electroswitch type LOR
1 - AC voltmeter, 0 to 600 volt scale
1 - Voltmeter selector switch reading phase to phase voltage and phase to neutral voltage
1 - AC ammeter, scale as required
1 - Ammeter selector switch, four positions
1 - AC watt/voltmeter, scale as required
1 - Running time meter
1 - Network interface unit, Versamax, complete with analog, digital, input/output modules, power supplies, etc., as required
1 - Automatic synchronizer, Woodward type SPMD
1 - Engine selector switch, with "Stop/Reset-Off-Auto-Run" nameplate
1 - Frequency meter switch, with "Bus-Off-Generator" nameplate (key interlocked)
1 - Synchroscope switch, with "On-Off" nameplate (key interlocked)
1 - Circuit breaker control switch
1 - Separate back-lit LED annunciator with engraved windows for the following circuit breaker status indications:
   - Circuit breaker opened
   - Circuit breaker closed
   - Circuit breaker withdrawn

1 - Mounting and wiring of load share module and voltage regulator equipment as required and as supplied by the engine generator distributor
1 - Lamp test push-button
1 - Back-lit LED annunciator with red indicators for shutdown failure, and amber indicators for alarm conditions. The annunciator windows shall be engraved to indicate the nature of the alarm condition or failure. All alarms will be of the "ring-back" type, i.e., any time the alarm horn is silenced for a failure, the next failure or alarm will re-energize the alarm horn. The following fail circuitry and annunciator shall be provided for the engine control cubicle:

   Engine alarm
   Control voltage failure
   Engine not available
   Engine running
   Engine shutdown
   Breaker failure
   Spare
1 - Set of three (3) potential transformers, ratio as required
1 - Set of three (3) current transformers, ratio as required
1 - Set of three-phase, 5,000 amp main and neutral bus with separate 1,250 amp ground bus
1 - Set of control wiring, fuses, fuse blocks, terminals, nameplates, etc.
1 - Set of mechanical (set-screw) type lugs for generator breaker power cable connections

**Generator Main Circuit Breaker Cubicle** (quantity of one), consisting of:

1 - Metal enclosed cubicle with cable compartment barrier
1 - 4000 ampere frame, electrically operated, drawout, air power, generator main circuit breaker, Sq-D type NW rated 200KAIC at 480 volts, provided with metering, communications and "P" trip unit as well as ground fault alarm and energy reducing maintenance switch.
1 - Separate back-lit LED annunciator with engraved windows for the following circuit breaker status indications:
   - Circuit breaker opened
   - Circuit breaker closed
   - Circuit breaker withdrawn

1 - Set of three-phase, 5,000 amp main and neutral bus with separate 1,250 amp ground bus
1 - Set of control wiring, fuses, fuse blocks, terminals, nameplates, etc.

**Distribution Circuit Breaker Section** (quantity of one), consisting of:

3 - Metal enclosed cubicles each with a cable compartment barrier
2 - 4000 ampere frame, electrically operated, drawout, air power, distribution circuit breakers, Sq-D type NW rated 200KAIC at 480 volts, provided with metering, communications and "P" trip unit as well as ground fault alarm and energy reducing maintenance switch.
1 - 800 ampere frame, electrically operated, drawout, air power, fire pump circuit breaker, Sq-D type NW rated 200KAIC at 480 volts, provided with metering, communications and "P" trip unit as well as ground fault alarm and energy reducing maintenance switch.
3 - Circuit breaker control switches
3 - Separate back-lit LED annunciator with engraved windows for the following circuit breaker status indications:
   - Circuit breaker opened
   - Circuit breaker closed
   - Circuit breaker withdrawn

1 - Set 4000 ampere riser bus to connect to others furnished bus duct throat assembly
1 - Set of control wiring, fuses, fuse blocks, terminals, nameplates, etc.
2 - Sets of mechanical (set-screw) type lugs for circuit breaker power cable connections

**Utility Main Circuit Breaker Cubicle** (quantity of one), consisting of:

1 - Metal enclosed cubicle with cable compartment barrier and overhead breaker lift device
1 - 4000 ampere frame, electrically operated, drawout, air power, utility circuit breaker, Sq-D type NW rated 200KAIC at 480 volts, provided with metering, communications and "P" trip unit as well as ground fault alarm and energy reducing maintenance switch.
1 - Set of three (3) potential transformers, ratio as required
1 - Set of three (3) current transformers, ratio as required
1 - Separate back-lit LED annunciator with engraved windows for the following circuit breaker status indications:
   - Circuit breaker opened
   - Circuit breaker closed
   - Circuit breaker withdrawn

1 - Set of three-phase, 5,000 amp main and neutral bus with separate 1,250 amp ground bus
1 - Set 4000 ampere riser bus to connect to others furnished bus duct throat assembly
1 - Set of control wiring, fuses, fuse blocks, terminals, nameplates, etc.
Qty. (1) Remote Operator Interface Panel

We propose to furnish one 23" Operator Interface Panel (OIP) for remote wall mounting in a NEMA 1 enclosure. This OIP will be a duplicate of the OIP provided in the master control cubicle with all alarms, interactive mimic screens including breaker and transfer switch status. This OIP shall be connected to the master control cubicle by an Ethernet to Fiber connection and shall have an internal power supply. This panel shall be designed to allow mounting up to 3000 feet from the paralleling switchgear.

Qty. (1) 24VDC Station Battery System

We propose to furnish one 24VDC Station Battery System as follows:

1) Alcad 24 volt lead selenium battery comprising 12 cells type LSe100FLJ. Capacity 104Ah @ 8 hour rate to 1.75 VPC @ 77F with a fully charged specific gravity of 1.240. Battery will be supplied with electrolyte and fully charged.
   ACCESSORIES INCLUDED:
   • Lead plated copper intercell connectors
   • Interrow connectors
   • Lead plated brass nuts, bolts and washers
   • (2) Insulated wrenches
   • (1) Instruction manual
   • (2) End lugs
   • (1) Pint no-oxide grease
   • (1) Set flame arrestor vents
   • (1) Thermometer
   • (1) Hydrometer
   • (1) Set cell numbers
   • (1) Material safety data sheet
   • (1) Lot Terminal Shrouding
   • IEEE 450 factory 8-hour load test
   • Wall accessories cabinet

2) Alcad seismic two step battery rack
   Color ANSI 61 grayish
   Model RM2S-3EQ

3) Alcad spill containment system
   Model 7SC30040L
   Dimensions: 30" W x 40" L x 4"H

4) Alcad microprocessor controlled, self-diagnostic SCR type battery charger model AT-024-025-120-0113000
   Input: 120/208/240V, single phase, 60 Hz
   Output: 24 Vdc, 25Amps
   NEMA 1 cabinet
   Color ANSI 61 grey
   STANDARD AND OPTIONAL EQUIPMENT INCLUDED:
   • AC "on" lamp
   • AC circuit breaker
   • Eliminator filter
   • Float and equalize potentiometers
   • Float/Equalize switch with indicating light
   • DC circuit breaker
   • 1% Digital LED for alarm settings
   • 1% Digital LED DC voltmeter and ammeter
   • 1% Digital LED for timer hours
   • Manual equalize timer (0-255 hour) with indicating light
   • AC line failure automatic equalize timer (0-255 hour) with indicating light
- Local or remote voltage sense
- High DC voltage shutdown
- Switchboard wire, ULVW-1
- (3) Operation manuals
- MOV surge suppressors
- Membrane panel
- Temperature compensation
- Alarm assembly with local LED’s and relay contacts for AC failure, DC failure, High VDC, Low VDC, Positive and Negative ground fault
- DC distribution panel 200Amp main and (6)30/50 double pole breakers
- Dimensions: 44”H x 21” W x 17” D
- Weight: 170 lbs

**Circuit Breaker Test Set**

We propose to furnish a circuit breaker test set for use with the Sq-D NW circuit breakers quoted herein.

**Portable Circuit Breaker Lift Device**

We propose to furnish a portable circuit breaker lift device for use with the Sq-D NW circuit breakers quoted herein.

**Seismic Calculations**

Our proposal includes seismic calculation drawings providing center of gravity and proper switchgear bolt down requirements for the contractor to use when installing the switchgear.

**General Notes:**

- Our Bill of Material includes a two-year parts and labor warranty on the generator paralleling switchgear. The warranty would begin upon customer acceptance of equipment or four months from the ship date, whichever occurs first.
- Our Bill of Material includes complete coordination of the engine generator system with the switchgear and components in the form of a composite wiring diagram which shows all engine controls, generator controls, and switchgear controls.
- Our Bill of Material includes a set of draw-out breaker maintenance tools and a set of recommended spare parts, including fuses, lamps, plug-in relays, etc.
- All site start-up testing, by Milton Cat/ Russelectric Field Service Department, is done based upon standard testing procedures developed by Russelectric in accordance with applicable industry standards (i.e. UL, NEMA, ANSI, etc.).
- Our Bill of Material is based on providing 200KAIC rated Sq-D type NW circuit breakers in lieu of the fused GE AKRU breakers furnished on the existing paralleling switchgear system.
- After installation, Milton Cat/Russelectric Inc. will furnish a competent service engineer to assist in placing the system in operation and instruct personnel in its proper use.

This service includes three visits by the service engineer as follows:

1. Pre-installation coordination meeting with the engine generator distributor, electrical contractor, and consulting engineer to coordinate the installation and interconnection with the engine generator control switchgear with the engine generator equipment.
2. Post-installation start-up and testing, assistance, prior to system turnover, and initial instruction period for operating personnel.
3. Approximately six months after system turnover, instruction for operating personnel on complete operation and maintenance program.
Item#3 – Guth DeConzo Consulting Engineers – Professional Services

The following services will be provided by Guth DeConzo Consulting Engineers who will serve as the project engineer. A breakout price for these service is provided below:

- Perform coordination and arc flash study, furnishing report at completion of equipment installation.
- Provide stamped drawings and specifications as required for permitting and coordination with utility, municipality and local jurisdiction.
- Provide coordination meetings with municipality and utility to ensure timely approvals.
- Assist with development of phasing plan and master project schedule.
- Provide review of all submittals, shop drawings and progress payment requisitions, coordinating with owner following approvals.
- Administer RFI coordination and responses.
- Administer 10 construction progress meetings, coordination of construction scheduling with facility.
- Provide final punch-list and significant completion sign off.
- Provide commissioning plan, documentation, and specifications to ensure proper coordination during construction. Assisting with development and review of contractors pre-functional, functional and acceptance test forms.
- Witness onsite testing and ensure systems are properly commissioned, assembling final reports and creating commissioning report.

Total Package Net Price, F.O.B. Job Site/Tailgate.............................................................................. $2,213,700.00

BREAKOUT PRICE: Item#3 – Guth DeConzo Consulting Engineers – Professional Services ........ $148,500.00

Payment Terms:
With Credit Department Approval – Net 30 Days and 100% Paid Prior To Start Up.
Sales tax is not included.
Credit card payments are not accepted.

This is a quotation on the goods named above and subject to the conditions noted herein:

Scope:
1. The equipment, services and testing defined in this proposal constitute the entire offer. No other items are included or implied. This quotation is for the replacement of the existing equipment with the intent for the replacement equipment to operate and perform under the same requirements.

System Check Test and Start up:
1. All customer connections must be completed prior to start up. Block heaters, battery chargers, exhaust systems, exhaust lagging, vibration isolators, breaker connections, fuel tanks filled, etc. must be performed by the installing contractor.

Testing – Load Testing:
1. Milton Cat will provide a service technician to perform load bank testing. Load banks will be provided by Milton Cat.
2. Milton Cat temporary 480 Volt Cables will be delivered to site by Milton Cat to connect the load banks to the generators. All off loading/rigging required to lay the cables and all loading/rigging required to return the cables to the original delivery point will be the responsibility of the installing contractor.

Compliance, Deviations and Exceptions:
1. This proposal is confined to the Proposed Bill of Material.
2. All coordination studies provided and/or performed by others.
3. All permits, registrations, inspections, etc. are excluded.
4. Milton Cat will perform the required setting and testing of the protective relays in the Russelectric switchgear. A written report will be made available to customer once testing is complete.
5. Milton Cat reserves the right to correct errors and omissions
6. All fuel provided by end user. This includes the required fuel for rental generator.
7. Videotaping of training performed by Milton CAT Technicians is strictly prohibited
8. Federal, State and local code compliance is strictly the responsibility of the owner and his engineers and/or representatives.
9. Title and risk of loss will pass to Buyer upon delivery of the equipment to project site or designated delivery address.
10. Buyer may not cancel a purchase order or return equipment without Milton Cat's written consent. Any cancellation or return is subject to additional charges.

This price is firm for sixty days. Please see attached Terms and Conditions. Please note sales tax, if applicable, is not included in our price. We appreciate this opportunity to quote you on your equipment requirements and hope to be favored with your valued order.

We look forward to serving your future purchase and/or rental needs.

Sincerely,

Ryan Hill / Sales Representative / Cell: (518) 339-8186 / Email: ryan_hill@miltoncat.com

---

MILTON CAT POWER SYSTEMS STANDARD TERMS & CONDITIONS

A) Customer is responsible for any and all installation of the equipment supplied by Milton Cat Power Systems, unless otherwise specified in writing. All equipment needed to perform any loading or unloading of the equipment supplied by Milton Cat Power Systems is the responsibility of the buyer. All permits, fees and regulatory requirements are the responsibility of the buyer.

B) Milton Cat Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is assumed to be supplied by others. We have detailed the equipment proposed in the bill of material. Please check it to be certain that it meets your requirements.

C) Milton Cat Power Systems reserves the right to correct any errors or omissions. Standard warranty of the manufacturer applies. Copies are available upon request.

D) The Price of any equipment scheduled for shipment on a date beyond a period of twelve (12) months from date of purchase order is subject to increase by seller, unless otherwise agreed to in writing.

E) Contracts which include penalty or liquidated damage clauses, waivers of subrogation, or naming a third party additionally insured are not acceptable or binding on Milton Cat Power Systems, unless accepted and confirmed in writing by an officer of Milton Cat Power Systems.

F) There will be a cancellation fee for any orders cancelled, once placed and accepted by Milton Cat Power Systems. Cancellation fees will be addressed and negotiated at time of cancellation.

G) Milton Cat Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Milton Cat

Customer Acceptance: This proposal is accepted at the price and per the terms indicated. (Please provide the entire proposal form to Milton Cat with signature). Milton Cat requires a purchase order to proceed with the order.

Buyer requests _____ (quantity) of Hardcopy Submittals or one (1) Electronic Submittal

<table>
<thead>
<tr>
<th>Name (print)</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Title: ____________________________ Signature/Date: ____________________________
July 16, 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 move forward with construction of an emergency culvert replacement project on CR6 over a Tributary to Switzkill Creek. The culvert recently began showing signs of failure. As a result, temporary measures were performed to keep the roadway open to traffic.

DPW received three (3) quotes from various contractors. I have reviewed the quotes and would like to recommend the low bidder, Prime Highway Contractors, LLC be awarded the bid. I am in agreement with Albany County DPW Engineering Division and their hired consultant, Creighton Manning, for this award. This contract is not to exceed $627,252.08.

If you have any questions, or require additional information, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contraction Authorization for Construction of an Emergency Culvert on CR6

Date: 7/2/19
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
Prime Highway Contractors, LLC
50 Colvin Ave.
Ste 103
Albany, NY 12206

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

Amount/Raise Schedule/Fee: $627,252.08
Scope of Services: Construction of an Emergency Culvert Replacement

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: HHT35197.22000R
Appropriation Amount: $627,252.08

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) 9/1/19-2/28/20
Length of Contract: 6 Months

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

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

Justification: (state briefly why legislative action is requested)
The Department of Public Works (DPW) is requesting the Legislature’s authorization to move forward with construction of an emergency culvert replacement project on CR6 over a Tributary to Switzkill Creek. The culvert recently began showing signs of failure. As a result, temporary measures were performed to keep the roadway open to traffic.

DPW received three (3) quotes from various contractors. I have reviewed the quotes and would like to recommend the low bidder, Prime Highway Contractors, LLC be awarded the bid. I am in agreement with Albany County DPW Engineering Division and their hired consultant, Creighton Manning, for this award. This contract is not to exceed $627,252.08.

If you have any questions or require additional information, please contact my office.
Memorandum

TO: Lisa Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: July 16, 2019

RE: Project #19-C551 (Bid 2019-084)
CR6 Emergency Culvert Replacement over
Tributary to the Switzkill Creek

Having reviewed the three (3) proposals that we received regarding the subject project, Albany County DPW Engineering Division recommends the contract be awarded to Prime Highway Contractors, LLC who has the lowest total bid price of $627,252.08. Attached is a copy of our consultant’s recommendation letter confirming Prime Highway Contractors, LLC as the lowest responsive bidder.

Please let me know if you have any questions.

WA:ct
July 16, 2019

Ms. Lisa Ramundo
Commissioner
Albany County DPW
449 New Salem Road
Voorheesville, NY 12186-4826

Re: 19-C551 (#2019-084) – County Route 6 Culvert Replacement for Tributary to the Switzkill Creek
Town of Berne, Albany County, NY

Dear Ms. Ramundo:

GPI/Greenman-Pedersen, Inc. has prepared the enclosed Contract Award Documentation Package for the subject project.

A) *Proof of Advertising*

The contract documents were handed out to three contractors at and mandatory pre-bid meeting on July, 8, 2019.

B) *Memorandum of Bids*

The Memorandum of Bids and Verification of Bids are enclosed and requires your signature. The spreadsheet shows the Engineers Estimate of Quantities and Unit Prices. The memorandum also shows the unit prices bid by the bidder.

C) *Verification of the Low Bidder (mathematical certification)*

GPI/Greenman-Pedersen, Inc. completed the mathematical certification of the low bidder on July 15, 2019 as part of the bid analysis. There were no corrections necessary to the low bidder’s tabulations.

E) *Copy of Signed Proposal of the Verified Low Bidder*

The proposal included all the required items as identified in the bid completeness check as found in the information to bidders including all necessary federal aid contractor requirements, including the following:

1. Non-collusive Bidding Certification
2. Bid bond
3. Lobbying Certification
4. D/M/WBE Goals

F) *Bid Analysis from Sponsor*

The following components have been addressed in conducting the bid analysis:

1. The emergency contract allowed bidders one week to bid on the project.
2. Bids were opened on July 15, 2019 at 10:00 AM.
3. The low bidder proposed for award is the same low bidder that was determined at the bid opening, Prime Highway Contractors, LLC.

4. The low bid is 23.50% above the engineers estimate and there was only one bidder.

G) Documentation demonstrating the low bidder’s good faith effort of Disadvantaged Business Enterprise Competition

In accordance with the goals outlined in the Contract Proposal which was signed by Prime Highway Contractors, LLC; there is a MBE goal of 7% for this contract, and there is a WBE goal of 5% for this contract. Prime Highway Contractors, LLC has acknowledged there are goals and has completed the required schedule of participation. The schedule of participation shows that both the MBE Participation and WBE Participation is less than the goal amounts. The Contractor is responsible to submit documentation demonstrating good faith efforts to retain MBE’s/WBE’s.

H) Certification of the Low Bidder Responsibility

Using the following guidelines as established by the Governor’s Executive Order #170.1 the low bidder has been determined to be responsible.

1. The low bidder does not lack the expertise, experience or financial resources to complete the project.

2. There is no apparent criminal conduct in connection with government contracts.

3. The low bidder has not demonstrated grave disregard for the personal safety of employees, government personnel, or members of the public.

4. The low bidder has no record of willful non-compliance with prevailing wages.

5. The low bidder has no other significant labor law violations.

6. The low bidder has no apparent violations of the Workers Compensation Laws.

7. The low bidder has no apparent criminal conduct involving violations of Environmental Conservation Law or other environmental statutes.

8. The low bidder will need to demonstrate good faith efforts to comply with County statutes and regulations regarding efforts to solicit and utilize Minority, Women or Disadvantaged Business Enterprises on government contracts.

9. The low bidder apparently complies with State and Federal equal opportunity statutes and regulations.

10. There are no other causes so serious and compelling that it raises questions about the present responsibility of the low bidder.

In addition to the items above, the following checks have been performed as part of the review for bidder responsibility:

- A check of the General Services Administration’s List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid has been made and Prime Highway Contractors, LLC does not appear.

- A check of the Department of Labor’s monthly list of firms debarred for willful violations of the labor law has been made and Prime Highway Contractors, LLC does not appear.
- A check of the Department of State's Corporation database has been made and Prime Highway Contractors, LLC has the proper authority to conduct business in New York State.

- A check with the Office of Safety and Health Administration for possible safety violations shows that Prime Highway Contractors, LLC has no record of any violations within the last three (3) years.

GPI/Greenman-Pedersen, Inc. recommends Albany County award the subject project to Prime Highway Contractors, LLC.

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at (518) 453-9431 ext 1552 or bweaver@gpinet.com

Very truly yours,
GREENMAN-PEDERSEN, INC.

Brian Weaver, E.I.T.

Enc.

E:\2019\2019103.00 CR 6 Emergency Culvert Replacement\Bid Review\Bid Analysis\GPI letter.docx
cc: File
MEMORANDUM OF BIDS

CR 6 CULVERT REPLACEMENT FOR TRIBUTARY TO THE SWITZKILL CREEK
TOWN OF BERNE, ALBANY COUNTY, NEW YORK

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>% Over/Under EE</th>
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<tbody>
<tr>
<td>Prime Highway Contractors, LLC</td>
<td>$627,252.08</td>
<td>33.50%</td>
</tr>
<tr>
<td>Hotz &amp; Craig</td>
<td>$635,389.00</td>
<td>35.10%</td>
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<tr>
<td>Curver</td>
<td>$830,450.00</td>
<td>60.50%</td>
</tr>
</tbody>
</table>

ENGINEERS ESTIMATE (EE) $597,909.00

BID VERIFIED BY GPA/GREENMAN PEDERSEN, INC. ON JULY 15, 2019

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT A PUBLIC BID OPENING HELD AT 440 NEW SALESMAN ROAD, VOORHEESVILLE, NY, JULY 15, 2019 AT 10:00 AM FOR A CONTRACT IN THE TOWN OF BERNE, ALBANY COUNTY KNOWN AS CR 6 CULVERT REPLACEMENT FOR TRIBUTARY TO THE SWITZKILL CREEK.

Lisa M. Rameiro, Commissioner
COUNTY OF ALBANY DEPARTMENT OF PUBLIC WORKS
ALBANY COUNTY, NEW YORK

Greenezen-Pedersen, Inc.
New York State Department of Labor
Apprentice Training Program Registration Agreement

1. Name of Sponsor: Empire State Highway Contractors Association, Inc.

2. Mailing Address: 2481 Highby Road, Frankfort, NY 13340, Herkimer
   (Number & Street) (City) (State) (Zip Code) (County)

3. Actual Address: (Number & Street) (City) (State) (Zip Code) (County)
   (Name)

4. Phone: (315) 896-6303, Ext: ___________ Fax: (315) 896-6307

5. Trade/Occupation: Operator (Heavy Highway)

   Ratio: 1:1:14 (Min: 1:3:1)

7. ISC Code: ___________ DOT Code: 60 38 1 2

8. Apprentice Probationary Period: 7 months

9. Minimum Journeyworker Rate: $17.00 per hour

10. Length of Program: 27 months


12. Effective Date of Wages: 12/21/06

13. Wage Progression for each period—in months (M) or hours (H)

   |   |   |   |   |   |   |   |   |
   | H | H | H | H | H | H | H | H |
   | 750 | 750 | 750 | 750 | 750 | 750 | 750 | 750 |

   |   |   |   |   |   |   |   |   |
   | 60% | 66% | 72% | 78% | 84% | 92% |   |   |

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

James P. Bombaas, Program Director
Print Name and Title of Official Sponsor Representative

Date: July 15

Signature of the Union Representative

Date:

Print Name, Title and Union Name

Signature of New York State Department of Labor

RECEIVED
FEB 02 2015
APPRENTICE TRAINING CENTRAL OFFICE
New York State Department of Labor
Apprentice Training Program Registration Agreement

1. Name of Sponsor
   Empire State Highway Contractors Association, Inc.

2. Mailing Address
   2461 Higby Road
   Frankfort, NY 13340 Herkimer

3. Actual Address
   Same as mailing address

4. Phone (315) 696-5303
   Ext: 
   Fax (315) 696-5307

5. Trade/Occupation
   Operating Engineer (Grande & Paving Equipment)

6. No. Employees 1006
   No. Apprentices 8
   No. Journeyworkers 1000
   7. Ratio 1:1:5

8. ISC Code
   9. DOT Code 95 6 6 3 0 1 9
   10. Length of Program 30

11. Apprentice Probationary Period 8 months

12. Work Process: Standard or Revised
   x

13. Minimum Journeyworker Rate $17.00 per hour

14. Effective Date of Wages 12/21/08

15. Apprentice Wage Progression for each period -- in months (M) or hours (H)

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<td>60%</td>
<td>66%</td>
<td>72%</td>
<td>76%</td>
<td>84%</td>
<td>92%</td>
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Wage progression was revised 9/07/15

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

17. [Signature]
    James P. Bombace, Program Director

18. [Signature]
    [Print Name, Title and Union Name]

19. [Signature]
    [Print Name, Title and Union Name]

AT 10 (07-10)
MEMORANDUM OF BIDS
CR 6 CULVERT REPLACEMENT FOR TRIBUTARY TO THE SWITZKILL CREEK
TOWN OF BERNE, ALBANY COUNTY, NEW YORK

Letting Date: 10:00AM, July 15, 2019
Municipality: County of Albany Department of Public Works
Contract NO. 19-CS51 (BID# 2019-084)
No. of Bids 3

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID</th>
<th>% OVER/UNDER EE</th>
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</thead>
<tbody>
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</tr>
<tr>
<td>Carver</td>
<td>$830,450.00</td>
<td>63.50%</td>
</tr>
</tbody>
</table>

ENGINEERS ESTIMATE (EE) $507,009.00

BID VERIFIED BY GPI/GREENMAN PEDERSEN, INC. ON JULY 15, 2019

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT A PUBLIC BID OPENING HELD AT 449 NEW SALEM ROAD, VOORHEESVILLE, NY, JULY 15, 2019 AT 10:00 AM FOR A CONTRACT IN THE TOWN OF BERNE, ALBANY COUNTY KNOWN AS CR 6 CULVERT REPLACEMENT FOR TRIBUTARY TO THE SWITZKILL CREEK.

Lisa M. Ramundo, Commissioner
COUNTY OF ALBANY DEPARTMENT OF PUBLIC WORKS
ALBANY COUNTY, NEW YORK

Greenman-Pedersen, Inc.
June 26, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval to enter into a contract with Tracey Road Equipment, Inc., for the purchase of one (1) 6x6 and four (4) 6x4 tandem dump trucks.

The trucks will be purchased using Onondaga County’s Contract #8996 as part of the Department’s Vehicle and Truck Replacement in the County’s Capital Program (Resolution 571 dated 12/3/18). The total cost for the five trucks will be for an amount not to exceed $1,024,179.00.

We have attached a copy of Onondaga County’s Contract and a quote from Tracey Road Equipment, Inc.

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

Sincerely,

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services): Contract Authorization for the Purchase of Tandem Trucks from Onondaga County Bid

Date: June 26, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
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):
  Tracey Road Equipment, Inc.
  115 Railroad Ave. Ext.
  Albany, NY 12205

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

Amount/Raise Schedule/Fee: $1,024,179.00
Scope of Services: Purchase of five tandem dump trucks

Bond Res. No.: 571
Date of Adoption: 12/3/2018

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
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: HHS85197.22000E
Appropriation Amount: $1,024,179.00
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) 9/1/19-8/31/20
Length of Contract: One Year
Impact on Pending Litigation
If yes, explain: Yes □ No ☒
Impact on Pending Litigation
If yes, explain: Click or tap here to enter text.
Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature’s approval to enter into a contract with Tracey Road Equipment, Inc., for the purchase of one (1) 6x6 and four (4) 6x4 tandem dump trucks.

The trucks will be purchased using Onondaga County’s Contract #8996 as part of the Department’s Vehicle and Truck Replacement in the County’s Capital Program (Resolution 571 dated 12/3/18). The total cost for the five trucks will be for an amount not to exceed $1,024,179.00.

We have attached a copy of Onondaga County’s Contract and quotes from Tracey Road Equipment, Inc. If there are any questions or further information is needed, please feel free to contact my office.
## NOTICE OF CONTRACT AWARD

**COMMODITY/SERVICE:** Trucks (Heavy Duty Class 8) Cab-Chassis Type W/Dump Bodies, Snow Plows & Associated Options/Accessories

<table>
<thead>
<tr>
<th><strong>CONTRACT PERIOD:</strong></th>
<th><strong>BID OPENED:</strong></th>
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<tbody>
<tr>
<td>June 24, 2018 through June 23, 2023</td>
<td>June 7, 2018.</td>
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<tr>
<th><strong>BID REF. #:</strong></th>
<th><strong>PRICING:</strong> Blanket Price Agreement</th>
</tr>
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<tbody>
<tr>
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<th><strong>INQUIRIES TO:</strong></th>
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<tbody>
<tr>
<td>7/20/2018</td>
<td>Cory Larrabee</td>
</tr>
<tr>
<td></td>
<td>E-mail <a href="mailto:corylarrabee@ongov.net">corylarrabee@ongov.net</a></td>
</tr>
</tbody>
</table>

### VENDOR NAME & ADDRESS

- **TRACEY ROAD**
  6803 MANLIUS CENTER ROAD
  EAST SYRACUSE NY 13057

- **KENWORTH NORTHEAST GROUP**
  100 COMMERCE DR
  BUFFALO NY 14218

- **BEAM MACK**
  6260 EAST MOLLOY ROAD

### PHONE NO. AND CONTACT

- JAY BARNWELL 315-435-1471
  jbarnwell@traceyrond.com

- DOUG HUGHES
  dhughes@kenworthne.com

- GREG ANGWIN
  grega@beammack.com
NOTICE OF CONTRACT AWARD

NAVISTAR INC
399 ALBANY SHAKER ROAD
LOUDONVILLE NY 12211

BOB CARSON
rcarson@stadiumtrucks.com

UTICA GENERAL TRUCK CO.
6014 DROTT DRIVE
EAST SYRACUSE NY 13057

MARK DONNEWIRTH
mark@uticageneral.com
## QUOTATION

115 Railroad Ave. Albany, N.Y. 12205

TO: Albany Co. Highway Dept.

Contact Person: Scott Duncan
Phone Number: 518-779-9520
Date of Quotation: 3/25/2019

Stock # | New or Used | Description | Price |
--- | --- | --- | --- |
 | 2020 Western Star 4800 SF 6x6 per attached spec. | $169,419 |
 | Includes 7 yr. / 150K Extended Warranty EW4 |  |
 | Viking Plow Package | $78,968 |

Total: **$248,387**

### DETAILS OF PROPOSED TRANSACTION:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH PRICE</td>
<td>$0</td>
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<tr>
<td>TRADE-IN</td>
<td>$0</td>
</tr>
<tr>
<td>NET PRICE</td>
<td>$0</td>
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<tr>
<td>SALES TAX (if applicable)</td>
<td>$0</td>
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<tr>
<td>WASTE TIRE TAX</td>
<td>$0</td>
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<tr>
<td>TOTAL PRICE</td>
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### TERMS AVAILABLE:

<table>
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<tr>
<th>Duration</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>12mos @</td>
<td>=</td>
</tr>
<tr>
<td>24mos @</td>
<td>=</td>
</tr>
<tr>
<td>36mos @</td>
<td>=</td>
</tr>
<tr>
<td>48mos @</td>
<td>=</td>
</tr>
<tr>
<td>60mos @</td>
<td>=</td>
</tr>
</tbody>
</table>

We appreciate this opportunity to quote you. I assure you that your order will be most appreciated and handled in a prompt and careful manner. Please feel free to call me when I can be of service...

Sales Representative

Thank You
# QUOTATION

**Quote ID:** 80652  
**Quote Number:** 80652  
**Quote Date:** 3/7/2019  
**Quote valid until:** 4/7/2019  
**For:** 6X6 PLOWS & BODY  
**Terms:** Net 30 days  
**Salesperson:** DAVE MCBURNIE  
**FOB:** Destination

---

**Customer:** ALBANY COUNTY DPW  
**Contact:**  
**Address:** 449 NEW SALEM ROAD  
**VOORHEESVILLE NY 12186**  
**Phone:** 518-785-2055  
**Fax:**  
**Attn:** SCOTT DUNCAN

---

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HITCH FOR FACTORY MOUNTS - Hitches with mtg. bolts &amp; nuts, pins (P10)</td>
</tr>
<tr>
<td>1</td>
<td>S10500F - Custom Hitch Plow &amp; Wing Mount-Power Tilt (incl. yoke)</td>
</tr>
<tr>
<td>1</td>
<td>S10997 - 4 x 4 Truck Option</td>
</tr>
<tr>
<td>1</td>
<td>S10996 - Access Step</td>
</tr>
<tr>
<td>1</td>
<td>S11010 - 4&quot; x 10&quot; DA Cylinder</td>
</tr>
<tr>
<td>1</td>
<td>S12000 - No Pump Bracket</td>
</tr>
<tr>
<td>1</td>
<td>S13010 - Push Center, 30-1/2&quot;</td>
</tr>
<tr>
<td>1</td>
<td>S75037 - Lift Group - Double Chain</td>
</tr>
<tr>
<td>1</td>
<td>S15100F - Quick Disconnects for Lift Cylinder</td>
</tr>
</tbody>
</table>

**HYDRAULICS**

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<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>S20124X - Parker P26 Tandem Pump w/Chelsea PTO - hot shift</td>
</tr>
<tr>
<td>1</td>
<td>S20001F - CUSTOMIZED HYDRAULIC - Rear Engine Mount Pump</td>
</tr>
<tr>
<td>1</td>
<td>S22030F - 40 Gallon (RH) Cabinet Mount Reservoir (for H600 Series Rear Mast)</td>
</tr>
<tr>
<td>2</td>
<td>S22110 - Hydraulic Oil Line Shut Off (1-1/4&quot; Standard) (each)</td>
</tr>
<tr>
<td>1</td>
<td>S22117F - Low Oil Sensor (for cabinet tank)</td>
</tr>
<tr>
<td>1</td>
<td>S22120 - Return Line Manifold</td>
</tr>
<tr>
<td>1</td>
<td>S23140 - Five Spool Valve</td>
</tr>
<tr>
<td>1</td>
<td>S24210F - Cab Control, Two Handle Floor Mount- air operated</td>
</tr>
<tr>
<td>1</td>
<td>S24230F - Cab Control, Three Handle Pedestal Mount-air operated</td>
</tr>
<tr>
<td>1</td>
<td>S24280F - Regulator/Oiler/Separator Kit for Units with Two Air Cab Controls</td>
</tr>
<tr>
<td>1</td>
<td>S26430SF - Hose Kit - Full Mount with SS tubing pressure lines to front of truck</td>
</tr>
</tbody>
</table>

**SANDER CONTROLS**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S25001F - DICKEY JOHN CONTROL POINT SYSTEM for Granular Systems only</td>
</tr>
<tr>
<td>1</td>
<td>S25015 - Controller Plumbed to Rear of Truck Cab</td>
</tr>
</tbody>
</table>

**FRONT MAST**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>S30700F - FH33 Hydraulic Assembly w/mtg. brkt (3 x 33 cyl.)</td>
</tr>
<tr>
<td>1</td>
<td>S33300F - Full Trip Hinge</td>
</tr>
<tr>
<td>1</td>
<td>S34000F - Quick Disconnects for Front Wing Cylinder (1 per front mast)</td>
</tr>
</tbody>
</table>

**REAR MAST**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S40532F - HC109650X (RH) Rear Mast Assembly (includes poly cyl and valve</td>
</tr>
<tr>
<td>QUANTITY</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>1</td>
<td>S40320F - 5/8&quot; wire rope cable (for use with Hydraulic (FH - FAH) Front Mast)</td>
</tr>
<tr>
<td>1</td>
<td>S70131 - 3564HSE9 Moldboard (RH)</td>
</tr>
<tr>
<td>1</td>
<td>S520201 - Fabricated Nose Piece</td>
</tr>
<tr>
<td>1</td>
<td>S50360 - Carbide Blade with steel cover, 12&quot; punching, 132&quot; for Moldboard</td>
</tr>
<tr>
<td>1</td>
<td>S50504 - Compression Spring One Way Pushframe, Compact (includes inner arm)</td>
</tr>
<tr>
<td>1</td>
<td>S52410 - 30-1/2&quot; pushlug swivel, new</td>
</tr>
<tr>
<td>1</td>
<td>S50580 - 12&quot; dia. Adj. Mushroom Shoes, cast (pair)</td>
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**ONE WAY SNOWPLOW**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>S60071 - 156 WING RH WING WELDMENT w/curved moldboard</td>
</tr>
<tr>
<td>1</td>
<td>S60730 - Carbide Blade, 12&quot; punching, with steel cover blade for 156 Wing</td>
</tr>
<tr>
<td>1</td>
<td>S61030 - HD Full Trip Arms (cushion spring lower)</td>
</tr>
</tbody>
</table>

**HEAVY DUTY WING PLOW - includes one shoe, (no blades)**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>S70101F - Plow Lights (std) (for use with one way plows)</td>
</tr>
<tr>
<td>2</td>
<td>S70100F - Wing Light (std)</td>
</tr>
<tr>
<td>1</td>
<td>S70110F - Sander Light (std)</td>
</tr>
<tr>
<td>1</td>
<td>S70121F - LED Lights Stop/Tail/Turn - back of body (pair)</td>
</tr>
<tr>
<td>1</td>
<td>S70386F - LED Back Up Lights - back of body (pair)</td>
</tr>
<tr>
<td>1</td>
<td>S70388F - LED Strobe Amber Flashing Lights - back of body (pair)</td>
</tr>
</tbody>
</table>

**ACCESSORIES**

- Viking Proline Heavy Weight (HW II) Combination Body
  - Includes the following Standard Equipment:
    - Air Tailgate, Conveyor Return Poly Cover
    - 3/16" Corten - Rust Resistant Alloy, 65,000 psi Tensile, 50,000 psi Yield Strength
    - 1/4" Hardox Conveyor Floor Wear Plate
    - 1/4" Corten Formed Longsills with Auto Tensioning System
    - Single Direction Main Conveyor with Planetary Drive (Front or Rear)
    - 667X Conveyor Chain with Flights Every Other Link
    - Steel Conveyor Cover
    - Access Ladder and Zinc Primer
    - Auto Chain Tensioner

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<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>ON10143 - Proline (HW II) PL1415HF II 14' Combination Body</td>
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<tr>
<td>1</td>
<td>ON10147 - Spinner, Front LH Discharge Cross Conveyor</td>
</tr>
<tr>
<td>1</td>
<td>S70822F - Spinner &amp; Chute Rotated Mounting Assembly</td>
</tr>
<tr>
<td>1</td>
<td>ON10161 - Material Screens for 1415HW II</td>
</tr>
<tr>
<td>1</td>
<td>ON10164 - Hydraulic Motor with built in sensor</td>
</tr>
<tr>
<td>1</td>
<td>ON10170 - 1/2 Cab Shield, 24&quot; Corten</td>
</tr>
<tr>
<td>1</td>
<td>ON10174X - Spreader Apron for HW II Corten - (as per Customer)</td>
</tr>
<tr>
<td>1</td>
<td>ON10177 - Main Conveyor Bar Flights every link</td>
</tr>
</tbody>
</table>
Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrsville, NY 13648
Phone: (315) 543-2321
Fax: (315) 543-2366
www.vikingcives.com

QUOTATION
Quote ID: 80652
Page 3 of 4
ONONDAGA 2013
Catalog

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>Pioneer EDD Series Tarping System - includes windscreen and heavy duty black mesh cover</td>
</tr>
<tr>
<td></td>
<td>GS71280F - PIONEER EDD-1500DA - Electric Direct Drive Heavy Duty System</td>
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<tr>
<td></td>
<td>- for 12' to 15' Proline Body</td>
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<tr>
<td>1</td>
<td>GS71216 - Spring Loaded Tension Hoop (aluminum)</td>
</tr>
<tr>
<td>1</td>
<td>GS71221 - Rectangular Deluxe Asphalt Tarp Upgrade</td>
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</table>

<table>
<thead>
<tr>
<th>FACTORY INSTALL</th>
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<tbody>
<tr>
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</tbody>
</table>

Chassis CT To Be Determined, Minimum 60" AF
Furnish Tailplates with Hitch
Customer Requests wing arm bumper on rear slide
Install cross conveyor spill shield per Customer
Sander Control mounted as per Customer
Custom Rear Apron VCU
(2) Gate spreader chain anchors on rear of body
*VCU — Order Body with: Rear post light holes in raised position, Ladder mounted right rear, Short fender mod, No tarp holes in fenders, Vertical rear posts

Quote Total: $117,520.00
Discount: ($38,791.60)
Total Cost For Equipment: $78,728.40
Delivery to Truck Dealer Charges 230
Total Due: $78,958.40

The following options may be added:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
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Customer must fill out the information below before the order can be processed...

Accepted by:

Date:

P. O. number:

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to
A pi
Albe

Prepared by
TRACEY ROAD EQUIPMENT, INC.
Brendan Geiss

Mar 08, 2019

Western Star 4800SB

Components shown may not reflect all spec'd options and are not to scale
## SPECIFICATION PROPOSAL

<table>
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<tr>
<td><strong>Price Level</strong></td>
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<tr>
<td>WESTERN STAR PRL-18W (EFF:04/17/18)</td>
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<tr>
<td><strong>Data Version</strong></td>
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<tr>
<td>SPECPRO21 DATA RELEASE VER 008</td>
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<tr>
<td><strong>Vehicle Configuration</strong></td>
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<tr>
<td>WESTERN STAR 4900SA CHASSIS</td>
</tr>
<tr>
<td>2020 MODEL YEAR SPECIFIED</td>
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<tr>
<td>SET BACK AXLE - TRUCK</td>
</tr>
<tr>
<td>STRAIGHT TRUCK PROVISION</td>
</tr>
<tr>
<td>LH PRIMARY STEERING LOCATION</td>
</tr>
<tr>
<td><strong>General Service</strong></td>
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<tr>
<td>TRUCK CONFIGURATION</td>
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<tr>
<td>DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)</td>
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<tr>
<td>CONSTRUCTION SERVICE</td>
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<tr>
<td>CONSTRUCTION BUSINESS SEGMENT</td>
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<tr>
<td>DIRT/SAND/ROCK COMMODITY</td>
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<tr>
<td>TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS</td>
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<tr>
<td>MAXIMUM 8% EXPECTED GRADE</td>
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<tr>
<td>SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE</td>
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<tr>
<td>WESTERN STAR VOCATIONAL WARRANTY</td>
</tr>
<tr>
<td>EXPECTED FRONT AXLE(S) LOAD: 21500.0 lbs</td>
</tr>
<tr>
<td>EXPECTED REAR DRIVE AXLE(S) LOAD: 45000.0 lbs</td>
</tr>
<tr>
<td>EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 67500.0 lbs</td>
</tr>
<tr>
<td><strong>Truck Service</strong></td>
</tr>
<tr>
<td>FRONT PLOW/END DUMP BODY</td>
</tr>
</tbody>
</table>
Description

EXPECTED EMPTY BODY WEIGHT : 4300.0 lbs
EXPECTED TRUCK BODY LENGTH : 14.0 ft
EXPECTED TRUCK BODY WIDTH : 96.0 in
EXP EMPTY BODY CG LOC FROM BODY
FRT(A89) : 5.9 ft
BRAKING-EXPECTED CAB TO BODY
CLEARANCE : 3.0 in
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in

Engine

DETOIT DD13 12.8L 470 HP @ 1625 RPM, 1900
GOV RPM, 1650 LB/FT @ 975 RPM

Electronic Parameters

63 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
1650 RPM/18 MPH LIMIT FOR LOW GEARS, 1650
RPM/44 MPH LIMIT FOR MIDDLE GEARS, 1650
RPM/45 MPH LIMIT FOR HIGH GEARS

Engine Equipment

2016 ONBOARD DIAGNOSTICS/2010
EPA/CARB/FINAL GHG17 CONFIGURATION
2008 CARB EMISSION CERTIFICATION - CLEAN
IDLE (INCLUDES 6X4 INCH LABEL ON LOWER
FORWARD CORNER OF DRIVER DOOR)
OIL PAN FOR AWD AND AWD CONVERSIONS
ENGINE MOUNTED OIL CHECK AND FILL
ONE PIECE VALVE COVER
DUAL AIR INTAKE, LH AND RH, INSIDE/OUTSIDE
WITH DONALDSON AIR CLEANER, FIREWALL
MOUNTED
DR 12V 180 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(4) DTNA GENUINE, FLOODED STARTING, MIN
4500CCA, 780RC, THREADED STUD BATTERIES
STACK BATTERY BOX
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH MOUNTED
OUTBOARD DRIVER SEAT
EATON ADVANTAGE 15-1/2 INCH SELF
ADJUSTING CLUTCH
BABCOCK 2-PIECE CLUTCH BRAKE
ZERK FITTINGS WITH EXTENSION HOSES AT
CLUTCH RELEASE BEARING AND X-SHAFT
CUSTOMER REQUESTS MINIMUM CLUTCH
TORQUE RATING OF 2050 LB-FT
BW MODEL BA-921 19.0 CFM SINGLE CYLINDER
AIR COMPRESSOR WITH SAFETY VALVE
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
JACOBS COMPRESSION BRAKE
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH HORIZONTAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH
STANDARD EXHAUST SYSTEM LENGTH
RH STANDARD HORIZONTAL TAILPIPE
23 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
NON-POLISHED ALUMINUM DIESEL EXHAUST
FLUID TANK COVER
LH HEAVY DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID TANK CAP
BORG WARNER (KYSOR) REAR AIR ON/OFF
ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITH DASH
SWITCH AND INDICATOR LIGHT, NON ENGINE
MOUNTED
DDC SUPPLIED ENGINE MOUNTED FUEL
FILTER/FUEL WATER SEPARATOR WITH ESOC
AND WATER-IN-FUEL INDICATOR
FULL FLOW OIL FILTER
1375 SQUARE INCH ALUMINUM RADIATOR
MOUNTING FOR FIREWALL MOUNTED SURGE
TANK
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT</td>
</tr>
<tr>
<td>GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT</td>
</tr>
<tr>
<td>CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES AND AIR INTAKE SYSTEM</td>
</tr>
<tr>
<td>HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE</td>
</tr>
<tr>
<td>FLYWHEEL PTO MOUNTED 1 O'CLOCK WITH 1.217 RATIO AND COMPACT 2000 FLANGE</td>
</tr>
<tr>
<td>YOKE; REQUIRED VISCOLIS DAMPER FOR DRIVESHAFT PROVIDED BY ENGINE MANUFACTURER</td>
</tr>
<tr>
<td>PHILLIPS-TEMRO 1500 WATT/15 VOLT BLOCK HEATER</td>
</tr>
<tr>
<td>CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR</td>
</tr>
<tr>
<td>DELCO 12V MOD 3.175-38MT+ OCP STARTER WITH THERMAL PROTECTION AND</td>
</tr>
<tr>
<td>INTEGRATED MAGNETIC SWITCH</td>
</tr>
<tr>
<td>CAST IRON FRONT AND REAR ENGINE SUPPORTS</td>
</tr>
</tbody>
</table>

**Transmission**

- **EATON FULLER RTO-16008LL TRANSMISSION**

**Transmission Equipment**

- POLISHED STAINLESS STEEL TRANSMISSION BOOT RING
- VEHICLE INTERFACE WIRING WITH BODY BUILDER BLUNT CUT WIRE INTERFACE AT BACK OF CAB
- ALUMINUM CLUTCH HOUSING
- PAINTED SHIFT LEVER, SOLID LINKAGE
- AIR TO OIL TRANSMISSION COOLER
- FABCO PTO/TRANSFER CASE OIL COOLER
- FABCO TC-143 TRANSFER CASE
- TRANSFER CASE SHIFT CONTROLS WITH TRANSFER CASE PTO ON/OFF SWITCH WHEN APPLICABLE
- STEEL FRONT AND REAR PTO/TRANSFER CASE SUPPORTS WITH RUBBER MOUNTS
- SYNTHETIC TRANSMISSION LUBE

**Front Axle and Equipment**

- MX-23-160R 23,000# SINGLE FRONT DRIVE AXLE
<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>4.89 FRONT AXLE RATIO</td>
</tr>
<tr>
<td>MXL 17T MERITOR EXTENDED LUBE FRONT</td>
</tr>
<tr>
<td>STEERING AXLE DRIVELINE WITH HALF ROUND YOKES</td>
</tr>
<tr>
<td>MERITOR 15.5X6 Q+ MX DRIVE AXLE CAST</td>
</tr>
<tr>
<td>SPIDER CAM FRONT BRAKES</td>
</tr>
<tr>
<td>NON-ASBESTOS FRONT BRAKE LINING</td>
</tr>
<tr>
<td>MERITOR CAST IRON FRONT BRAKE DRUMS</td>
</tr>
<tr>
<td>FRONT BRAKE DUST SHIELDS</td>
</tr>
<tr>
<td>FRONT OIL SEALS</td>
</tr>
<tr>
<td>VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL</td>
</tr>
<tr>
<td>STANDARD SPINDLE NUTS FOR ALL AXLES</td>
</tr>
<tr>
<td>MERITOR AUTOMATIC FRONT SLACK ADJUSTERS</td>
</tr>
<tr>
<td>TRW TAS-65 POWER STEERING WITH RCS65 AUXILIARY GEAR</td>
</tr>
<tr>
<td>POWER STEERING PUMP</td>
</tr>
<tr>
<td>4 QUART POWER STEERING RESERVOIR</td>
</tr>
<tr>
<td>OIL/AIR POWER STEERING COOLER</td>
</tr>
<tr>
<td>SYNTHETIC 75W-90 FRONT AXLE LUBE</td>
</tr>
</tbody>
</table>

### Front Suspension

21,500# FLAT LEAF FRONT SUSPENSION |
THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION |
CAST IRON SHACKLED FRONT AND REAR SPRING BRACKETS AND 5/8" FASTENERS FOR FRONT SUSPENSION |
FRONT SHOCK ABSORBERS

### Rear Axle and Equipment

RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE |
4.89 REAR AXLE RATIO |
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING |
SPL250HD XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES |
SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES |
SPL250HD XL DANA SPICER INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES</td>
</tr>
<tr>
<td>(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE</td>
</tr>
<tr>
<td>INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH</td>
</tr>
<tr>
<td>INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH</td>
</tr>
<tr>
<td>MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES</td>
</tr>
<tr>
<td>NON-ASBESTOS REAR BRAKE LINING</td>
</tr>
<tr>
<td>ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY</td>
</tr>
<tr>
<td>CONMET CAST IRON REAR BRAKE DRUMS</td>
</tr>
<tr>
<td>REAR BRAKE DUST SHIELDS</td>
</tr>
<tr>
<td>REAR OIL SEALS</td>
</tr>
<tr>
<td>BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS</td>
</tr>
<tr>
<td>HALDEX AUTOMATIC REAR SLACK ADJUSTERS</td>
</tr>
<tr>
<td>SYNTHETIC 75W-80 REAR AXLE LUBE</td>
</tr>
<tr>
<td>STANDARD REAR AXLE BREATHER(S)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rear Suspension</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHALMERS 854 46,000# REAR SUSPENSION</td>
</tr>
<tr>
<td>CHALMERS 800 SERIES - EXTRA, EXTRA HIGH RIDE HEIGHT</td>
</tr>
<tr>
<td>54 INCH AXLE SPACING</td>
</tr>
<tr>
<td>FORE/AFT AND TRANSVERSE CONTROL RODS</td>
</tr>
<tr>
<td>HEAVY DUTY REAR SHOCK ABSORBERS FOR ONE AXLE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brake System</th>
</tr>
</thead>
<tbody>
<tr>
<td>WABCO 4S/4M ABS</td>
</tr>
<tr>
<td>REINFORCED NYLON AIR LINES</td>
</tr>
<tr>
<td>FIBER BRAID PARKING BRAKE HOSE</td>
</tr>
<tr>
<td>STANDARD BRAKE SYSTEM VALVES</td>
</tr>
<tr>
<td>COMBO-ABS/SERVICE BRAKE VALVE WITH 5.5 PSI CRACK PRESSURE</td>
</tr>
<tr>
<td>BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER</td>
</tr>
</tbody>
</table>


Description

BENDIX OIL COALESCING FILTER FOR AIR DRYER
AIR DRYER MOUNTED OUTBOARD ON LH RAIL
STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS

Trailer Connections

NO TRAILER AIR HOSE
NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

5150MM (203 INCH) WHEELBASE
3/8X3-7/8X12-5/8 INCH DOUBLE CHANNEL
120KSI STEEL FRAME (3/8 INCH OUTER AND 3/8 INCH INNER)

2675MM (105 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 101 INCH TO 110 INCH

29 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 143.8 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 140.8 in

CALC'D FRAME LENGTH - OVERALL: 387.1
CALC'D SPACE AVAILABLE FOR DECKPLATE: 144.0 in

CALCULATED FRAME SPACE LH SIDE: 78.92 in
CALCULATED FRAME SPACE RH SIDE: 27.73 in

SQUARE END OF FRAME
REAR TOW HOOKS

HEAVY DUTY FRONT CLOSING CROSSMEMBER

HEAVY DUTY BACK OF TRANSMISSION CROSSMEMBER

EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION MIDSHIP #1 CROSSMEMBER

1/4 INCH STEEL C-CHANNEL CROSSMEMBER WITHOUT A-FRAME, NON-TOWING

HEAVY DUTY HUMPED TUBULAR REAR SUSPENSION FORWARD CROSSMEMBER

STANDARD SUSPENSION CROSSMEMBER
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTRA HEAVY DUTY STEEL C-CHANNEL</td>
</tr>
<tr>
<td>BOLTED CONSTRUCTION REAR MOUNTED</td>
</tr>
<tr>
<td>SUSPENSION CROSSMEMBER</td>
</tr>
</tbody>
</table>

**Chassis Equipment**

- NO LH OR RH BACK OF CAB ACCESS
- NO DECK PLATE
- 14 INCH TAPERED SWEPTBACK PAINTED STEEL BUMPER
- NO FRONT TOW HOOKS
- BUMPER MOUNTING FOR SINGLE LICENSE PLATE
- NO MUDFLAP BRACKETS
- NO REAR MUDFLAPS
- FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
- GRADE 8 THREADED HEX HEADED FRAME FASTENERS
- 1/2 INCH T1 STEEL OUTER FULL FRONT FRAME EXTENSION REINFORCEMENT

**Fifth Wheel**

- NO FIFTH WHEEL

**Fuel Tanks**

- 80 GALLON/302 LITER ALUMINUM FUEL TANK - RH
- NO LH FUEL TANK
- 25 INCH DIAMETER FUEL TANK(S)
- PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS
- FUEL TANK(S) AFT
- PLAIN STEP FINISH
- CHROME FUEL TANK CAP(S)
- DETROIT FUELWATER SEPARATOR WITH BYPASS AND HAND PRIMER
- EQUIFLO INBOARD FUEL SYSTEM
- HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
- FUEL COOLER
- IN TANK FUEL LEVEL SENDER(S)
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES</td>
</tr>
<tr>
<td>MICHELIN X WORKS XDY 11R24.5 18 PLY RADIAL REAR TIRES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hubs</th>
</tr>
</thead>
<tbody>
<tr>
<td>MERITOR IRON FRONT HUBS</td>
</tr>
<tr>
<td>COMMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wheels</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75</td>
</tr>
<tr>
<td>INSET 5-HAND STEEL DISC FRONT WHEELS</td>
</tr>
<tr>
<td>ACCURIDE 29827 24.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS</td>
</tr>
<tr>
<td>FRONT WHEEL MOUNTING NUTS</td>
</tr>
<tr>
<td>REAR WHEEL MOUNTING NUTS</td>
</tr>
<tr>
<td>NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cab Exterior</th>
</tr>
</thead>
<tbody>
<tr>
<td>109 INCH BBC STEEL CONVENTIONAL CAB</td>
</tr>
<tr>
<td>WESTERN STAR STAINLESS STEEL CAB SKIRT</td>
</tr>
<tr>
<td>RAISED AIR CAB MOUNTS WITH CHECK VALVE</td>
</tr>
<tr>
<td>REPTO DRIVELINE ACCESS IN CAB FLOOR</td>
</tr>
<tr>
<td>NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE</td>
</tr>
<tr>
<td>LARGE PROFILE FRONT FENDER</td>
</tr>
<tr>
<td>2-3/4 INCH FENDER EXTENSIONS</td>
</tr>
<tr>
<td>LH AND RH EXTENDED EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST</td>
</tr>
<tr>
<td>STAINLESS STEEL RADIATOR SHELL/HOOD BEZEL WITH STYLIZED TILT HOOD HANDLE</td>
</tr>
<tr>
<td>RADIATOR MOUNTED GRILLE</td>
</tr>
<tr>
<td>GALVANEALD STEEL SEVERE SERVICE CAB</td>
</tr>
<tr>
<td>SUPER VISIBILITY HOOD WITH CAB MOUNTED QUARTER FENDERS</td>
</tr>
<tr>
<td>HEAVY DUTY HOOD MOUNTING</td>
</tr>
<tr>
<td>DUAL HADLEY SD-978 25 INCH RECTANGULAR AIR HOrNS</td>
</tr>
<tr>
<td>SINGLE ELECTRIC HORNS</td>
</tr>
<tr>
<td>DUAL HORN SHIELDS</td>
</tr>
<tr>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>DOORS AND IGNITION KEYED THE SAME</td>
</tr>
<tr>
<td>DUAL AMBER LED CLASS II STROBE LIGHTS WITH STAINLESS STEEL BRACKETS</td>
</tr>
<tr>
<td>SINGLE RECTANGULAR HALOGEN HEADLIGHTS MOUNTED IN FRONT BUMPER</td>
</tr>
<tr>
<td>LED CHROME BULLET MARKER LIGHTS</td>
</tr>
<tr>
<td>LED ACCENT LIGHTS ON LOWER EDGE OF CAB</td>
</tr>
<tr>
<td>DAYTIME RUNNING LIGHTS</td>
</tr>
<tr>
<td>LED SPOTLIGHTS IN LH AND RH DOOR POSTS</td>
</tr>
<tr>
<td>LED STOP/TAIL/TURN WITH INCANDESCENT BACKUP LIGHTS MOUNTED IN BOX UNDER END</td>
</tr>
<tr>
<td>OF FRAME</td>
</tr>
<tr>
<td>LED SQUARE CHROME FENDER MOUNTED FRONT TURN SIGNALS</td>
</tr>
<tr>
<td>DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LIGHTS AND LH AND RH</td>
</tr>
<tr>
<td>REMOTE</td>
</tr>
<tr>
<td>DOOR MOUNTED MIRRORS</td>
</tr>
<tr>
<td>102 INCH EQUIPMENT WIDTH</td>
</tr>
<tr>
<td>LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH</td>
</tr>
<tr>
<td>SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR</td>
</tr>
<tr>
<td>RH DOWN VIEW MIRROR</td>
</tr>
<tr>
<td>STANDARD SIDE/REAR REFLECTORS</td>
</tr>
<tr>
<td>DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES</td>
</tr>
<tr>
<td>STAINLESS STEEL EXTERIOR SUN VISOR</td>
</tr>
<tr>
<td>17.5X35 INCH TINTED REAR WINDOW TINTED DOOR GLASS</td>
</tr>
<tr>
<td>RH AND LH ELECTRIC POWERED WINDOWS</td>
</tr>
<tr>
<td>2-PIECE TINTED CURVED GASKET MOUNTED HEATED WINDSHIELD</td>
</tr>
<tr>
<td>1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL</td>
</tr>
</tbody>
</table>

**Cab Interior**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRAY VINYL BASE INTERIOR</td>
</tr>
<tr>
<td>BLACK HARD TRIM</td>
</tr>
<tr>
<td>BASE LEFT HAND DOOR TRIM</td>
</tr>
<tr>
<td>BASE RIGHT HAND DOOR TRIM</td>
</tr>
<tr>
<td>BLACK MATS WITH DOUBLE INSULATION</td>
</tr>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>ASH CUP AND LIGHTER</td>
</tr>
<tr>
<td>FORWARD ROOF MOUNTED CONSOLE</td>
</tr>
<tr>
<td>PASSENGER SIDE WING DASH MOUNTED</td>
</tr>
<tr>
<td>GLOVE BOX WITH LOCKING DOOR</td>
</tr>
<tr>
<td>14&quot;X7.75&quot; DOCUMENT POUCH MOUNTED ON BACK WALL BETWEEN SEATS</td>
</tr>
<tr>
<td>LH AND RH DOOR MAP POCKETS</td>
</tr>
<tr>
<td>(2) COAT HOOKS ON BACKWALL OF CAB</td>
</tr>
<tr>
<td>(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH</td>
</tr>
<tr>
<td>TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER</td>
</tr>
<tr>
<td>STANDARD WIRING</td>
</tr>
<tr>
<td>5 LB. FIRE EXTINGUISHER</td>
</tr>
<tr>
<td>HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER</td>
</tr>
<tr>
<td>HVAC DUCTING WITH MAIN FRESH AIR FILTER</td>
</tr>
<tr>
<td>STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY</td>
</tr>
<tr>
<td>VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR</td>
</tr>
<tr>
<td>RADIATOR MOUNTED AIR CONDITIONER CONDENSER</td>
</tr>
<tr>
<td>ADDITIONAL CAB SIDEWALL INSULATION</td>
</tr>
<tr>
<td>AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES</td>
</tr>
<tr>
<td>DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS</td>
</tr>
<tr>
<td>CAB DOOR LATCHES WITH MANUAL DOOR LOCKS</td>
</tr>
<tr>
<td>BRIGHT DOOR HANDLES</td>
</tr>
<tr>
<td>(2) 12 VOLT POWER RECEPTACLES PLATE MOUNTED IN DASH</td>
</tr>
<tr>
<td>TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB</td>
</tr>
</tbody>
</table>
Description

ELITE HIGH BACK AIR SUSPENSION DRIVER
SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR,
INTEGRATED CUSHION EXTENSION, FORWARD
AND REAR CUSHION TILT AND ADJUSTABLE
SHOCK

ELITE HIGH BACK AIR SUSPENSION
PASSENGER SEAT WITH HEAT, 3 CHAMBER AIR
LUMBAR, INTEGRATED CUSHION EXTENSION,
FORWARD AND REAR CUSHION TILT AND
ADJUSTABLE SHOCK

BLACK SUSPENSION COVER FOR DRIVER AND
PASSENGER SEATS

DUAL DRIVER SEAT ARMRESTS, NO
PASSENGER SEAT ARMRESTS

MORDURA CLOTH DRIVER SEAT
MORDURA CLOTH PASSENGER SEAT

3 POINT DRIVER AND PASSENGER SEAT BELT
RETRACTORS

ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN

2-SPOKE 18 INCH (450MM) BLACK STEERING
WHEEL(S)

DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

EXTRA GRIP FOOT CLUTCH PEDAL PAD, NON-
ADJUSTABLE SUSPENDED PEDALS

BLACK DRIVER INSTRUMENT PANEL

BLACK CENTER INSTRUMENT PANEL

STAR GAUGES WITH BRIGHT BEZELS

2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES

FILTERMINDER DASH MOUNTED AIR
RESTRICTION GAUGE

87 DB TO 112 DB SELF-ADJUSTING BACKUP
ALARM

CRUISE CONTROL SWITCHES IN THE CENTER
PANEL

KEY OPERATED IGNITION SWITCH WITH
INTEGRAL START POSITION AND
TRANSMISSION NEUTRAL INTERLOCK

WARNING LAMP/LIGHT BAR DISPLAY, NON-
DATA LINKED
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEAVY DUTY ONBOARD DIAGNOSTICS</td>
</tr>
<tr>
<td>INTERFACE CONNECTOR LOCATED BELOW LH DASH</td>
</tr>
<tr>
<td>2 INCH ELECTRIC FUEL GAUGE</td>
</tr>
<tr>
<td>FUEL FILTER RESTRICTION INDICATOR</td>
</tr>
<tr>
<td>ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE</td>
</tr>
<tr>
<td>ENGINE OIL TEMPERATURE GAUGE</td>
</tr>
<tr>
<td>2 INCH TRANSMISSION OIL TEMPERATURE GAUGE</td>
</tr>
<tr>
<td>OUTSIDE AIR TEMPERATURE GAUGE WITH FAHRENHEIT AND CELSIUS DISPLAY MOUNTED IN OVERHEAD CONSOLE</td>
</tr>
<tr>
<td>NO VEHICLE STABILITY ADVISOR OR CONTROL</td>
</tr>
<tr>
<td>ELECTRIC ENGINE OIL PRESSURE GAUGE</td>
</tr>
<tr>
<td>AM/FM/AWB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939</td>
</tr>
<tr>
<td>ROOF/OVERHEAD CONSOLE MOUNTED RADIO (4) RADIO SPEAKERS IN CAB</td>
</tr>
<tr>
<td>POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE</td>
</tr>
<tr>
<td>MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM</td>
</tr>
<tr>
<td>PREP KIT FOR UNDER DASH MOUNTED VHF RADIO</td>
</tr>
<tr>
<td>ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER</td>
</tr>
<tr>
<td>ELECTRONIC 3000 RPM TACHOMETER WITH HOUR METER</td>
</tr>
<tr>
<td>VT-HU CONNECTIVITY PLATFORM HARDWARE</td>
</tr>
<tr>
<td>2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM</td>
</tr>
<tr>
<td>IGNITION SWITCH CONTROLLED ENGINE STOP</td>
</tr>
<tr>
<td>SIX ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB/SLEEPER, LABEL OPT</td>
</tr>
<tr>
<td>EXTERIOR HARNESS WRAPPED IN CONDUIT</td>
</tr>
<tr>
<td>2 INCH VOLTmeter</td>
</tr>
<tr>
<td>SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES</td>
</tr>
</tbody>
</table>
Description

- CAB MARKER LIGHT AND HEADLIGHT SWITCH WITH SEPARATE SWITCH AND TERMINALS FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS AND TURN SIGNALS
- ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
- VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE
- PACIFIC INSIGHT ELECTRONIC FLASHER

Design

- PAINT: ONE SOLID COLOR

Color

- CAB COLOR A: HS8909823 YELLOW PPG BASE/CLEAR
- CAB INTERIOR PAINTED SAME AS CAB COLOR
- BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
- POWDER WHITE (N0008EA) FRONT WHEELS/FRAMES (PKWH321, TKWH21, W, TW)
- POWDER WHITE (N0008EA) REAR WHEELS/FRAMES (PKWH321, TKWH21, W, TW)
- BUMPER PAINT: HS8905935 WHITE PPG BASE/CLEAR

Certification / Compliance

- U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

- CORPORATE PDI CENTER IN-SERVICE ONLY
- DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE

Raw Performance Data

- CALC’D FRAME LENGTH - OVERALL : 387.1
- CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 140.8 in
- CALC’D SPACE AVAILABLE FOR DECKPLATE : 144.0 in
<table>
<thead>
<tr>
<th>Extended Warranty</th>
</tr>
</thead>
<tbody>
<tr>
<td>EW4: DD13 VOC $0 DED 7 YEARS/150,000 MILES/241,500 KM FEX APPLIES</td>
</tr>
<tr>
<td>EATON HEAVY DUTY MANUAL 1750 FT/LBS OR LESS</td>
</tr>
<tr>
<td>TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX</td>
</tr>
</tbody>
</table>
**QUOTATION**

TO: Albany Co. Highway Dept.

Customer
Address
City, State, Zip Code
Contact Person
Phone Number
Date of Quotation
Salesman Name

---

<table>
<thead>
<tr>
<th>Stock #</th>
<th>New or Used</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2020 Western Star 4700 SF 6x4 per attached spec.</td>
<td>$117,255</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes 7 yr. / 150K Extended Warranty EW4</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Viking Plow Package</td>
<td>$76,693</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$193,948</strong></td>
</tr>
</tbody>
</table>

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**DETAILED OF PROPOSED TRANSACTION:**

- **CASH PRICE**   $0
- **TRADE-IN (see above)**   $0
- **NET PRICE**   $0
- **SALES TAX (if applicable)**   $0
- **WASTE TIRE TAX:**   $0
- **TOTAL PRICE**   $0

**TERMS AVAILABLE:**

- 12mos @ =
- 24mos @ =
- 36mos @ =
- 48mos @ =
- 60mos @ =

---

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU. I ASSURE YOU THAT YOUR ORDER WILL BE MOST APPRECIATED AND HANDLED IN A PROMPT AND CAREFUL MANNER. PLEASE FEEL FREE TO CALL ME WHEN I CAN BE OF SERVICE...

---

Sales Representative  Thank You
### QUOTATION

115 Railroad Ave. Albany, N.Y. 12205

TO:  
Customer  
Albany Co. Highway Dept.

Address

City, State, Zip Code

Contact Person  
Scott Duncan

Phone Number  
518-779-9520

Date of Quotation

3/4/2019

Quotation Price Good Through

Matt Brayman

<table>
<thead>
<tr>
<th>Stock #</th>
<th>New or Used</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2020 Western Star 4700 SF 6x4 per attached spec.</td>
<td>$117,255</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes 7 yr. / 150K Extended Warranty EW4</td>
<td></td>
</tr>
</tbody>
</table>

Total $117,255

Total 193,998.69

\[ 193,998.69 \times 4 = 775,994.76 \]

### DETAILS OF PROPOSED TRANSACTION:

| CASH PRICE | $0 |
| TRADE-IN (see above) | $0 |
| NET PRICE | $0 |
| SALES TAX (if applicable) | $0 |
| WASTE TIRE TAX: | $0 |
| **TOTAL PRICE** | **$0** |

| TERMS AVAILABLE: |
| 12mos @ | = |
| 24mos @ | = |
| 36mos @ | = |
| 48mos @ | = |
| 60mos @ | = |

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU. I ASSURE YOU THAT YOUR ORDER WILL BE MOST APPRECIATED AND HANDLED IN A PROMPT AND CAREFUL MANNER. PLEASE FEEL FREE TO CALL ME WHEN I CAN BE OF SERVICE...

Sales Representative  
Thank You
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hitch for Factory Mounts - Hitches with mounting bolts &amp; nuts, pins (P10)</td>
</tr>
<tr>
<td>1</td>
<td>S10500F - Custom Hitch Plow &amp; Wing Mount-Power Tilt (incl. yoke)</td>
</tr>
<tr>
<td>1</td>
<td>S10996 - Access Step</td>
</tr>
<tr>
<td>1</td>
<td>S11010 - 4&quot; x 10&quot; DA Cylinder</td>
</tr>
<tr>
<td>1</td>
<td>S12200 - Pump Bracket, Chelsea PTO</td>
</tr>
<tr>
<td>1</td>
<td>S13010 - Push Center, 30-1/2&quot;</td>
</tr>
<tr>
<td>1</td>
<td>S75037 - Lift Group - Double Chain</td>
</tr>
<tr>
<td>1</td>
<td>S15100F - Quick Disconnects for Lift Cylinder</td>
</tr>
</tbody>
</table>

**HYDRAULICS**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S20100F - Permco P3000 Tandem Pump w/Chelsea PTO - cable shift (29 gpm)</td>
</tr>
<tr>
<td>1</td>
<td>S22030F - 40 Gallon (RH) Cabinet Mount Reservoir (for H600 Series Rear Mast)</td>
</tr>
<tr>
<td>2</td>
<td>S22110 - Hydraulic Oil Line Shut Off (1-1/4&quot; Standard) (each)</td>
</tr>
<tr>
<td>1</td>
<td>S22117F - Low Oil Sensor (for cabinet tank)</td>
</tr>
<tr>
<td>1</td>
<td>S22120 - Return Line Manifold</td>
</tr>
<tr>
<td>1</td>
<td>S23140 - Five Spool Valve</td>
</tr>
<tr>
<td>1</td>
<td>S24210F - Cab Control, Two Handle Floor Mount-air operated</td>
</tr>
<tr>
<td>1</td>
<td>S24230F - Cab Control, Three Handle Pedestal Mount-air operated</td>
</tr>
<tr>
<td>1</td>
<td>S24280F - Regulator/Oiler/Separator Kit for Units with Two Air Cab Controls</td>
</tr>
<tr>
<td>1</td>
<td>S26430SF - Hose Kit - Full Mount with SS tubing pressure lines to front of truck</td>
</tr>
</tbody>
</table>

**SANDER CONTROLS**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S25001F - DICKEY JOHN CONTROL POINT SYSTEM for Granular Systems only</td>
</tr>
<tr>
<td>1</td>
<td>S25015 - Controller Plumbed to Rear of Truck Cab</td>
</tr>
</tbody>
</table>

**FRONT MAST**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S30700F - FH33 Hydraulic Assembly w/mount. brkt (3 x 33 cyl.)</td>
</tr>
<tr>
<td>1</td>
<td>S33300F - Full Trip Hinge</td>
</tr>
<tr>
<td>1</td>
<td>S34000F - Quick Disconnects for Front Wing Cylinder (1 per front mast)</td>
</tr>
</tbody>
</table>

**REAR MAST**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S40516F - HC109650 (RH) Rear Mast Assembly (poly cyl. &amp; valve box covers)</td>
</tr>
<tr>
<td>1</td>
<td>S40320F - 5/8&quot; wire rope cable (for use with Hydraulic (FH - FAH) Front Mast)</td>
</tr>
<tr>
<td>QUANTITY</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>1</td>
<td>ONE WAY SNOWPLOW</td>
</tr>
<tr>
<td></td>
<td>S50111 - 2654HSE E Moldboard (RH)</td>
</tr>
<tr>
<td>1</td>
<td>S50201 - Fabricated Nose Piece</td>
</tr>
<tr>
<td>1</td>
<td>S50360 - Carbide Blade with steel cover, 12&quot; punching, 132&quot; for Moldboard</td>
</tr>
<tr>
<td>1</td>
<td>S50504 - Compression Spring One Way Pushframe, Compact (includes inner arm)</td>
</tr>
<tr>
<td>1</td>
<td>S52410 - 30-1/2&quot; pushlug swivel, new</td>
</tr>
<tr>
<td>1</td>
<td>S50580 - 12&quot; dia. Adj. Mushroom Shoes, cast (pair)</td>
</tr>
</tbody>
</table>

HEAVY DUTY WING PLOW - includes one shoe, (no blades)
| 1        | S60016 - 112WHD RH WING WELDMNT w/ curved moldboard |
| 1        | S60720 - Carbide Blade, 12" punch, 132" length with steel cover blade for Wing |
| 1        | S61030 - HD Full Trip Arms (cushion spring lower) |

ACCESSORIES
| 1        | S70010F - Plow Lights (std) (for use with one way plows) |
| 2        | S70100F - Wing Light (std) |
| 1        | S70110F - Sander Light (std) |
| 1        | S70121F - LED Lights Stop/Tail/Turn - back of body (pair) |
| 1        | S70386F - LED Back Up Lights - back of body (pair) |
| 1        | S70388F - LED Strobe Amber Flashing Lights - back of body (pair) |
| 1        | S70135FX - Pintle Hook / Custom Closure Plate |

Viking Proline Heavy Weight (HW II) Combination Body
Includes the following Standard Equipment:
- Air Tailgate, Conveyor Return Poly Cover
- 3/16" Corten - Rust Resistant Alloy, 65,000 psi Tensile, 50,000 psi Yield Strength
- 1/4" Hardox Conveyor Floor Wear Plate
- 1/4" Corten Formed Longsills with Auto Tensioning System
- Single Direction Main Conveyor with Planetary Drive (Front or Rear)
- 667X Conveyor Chain with Flights Every Other Link
- Steel Conveyor Cover
- Access Ladder and Zinc Primer
- Auto Chain Tensioner
| 1        | ON10143 - Prol ine (HW II) PL1415HW II 14' Combination Body |
| 1        | ON10147 - Spinner, Front LH Discharge Cross Conveyor |
| 1        | S70822F - Spinner & Chute Rotated Mounting Assembly |
| 1        | ON10156 - Coal Door in Tailgate |
| 1        | ON10161 - Material Screens for 1415HW II - (extended for vertical posts) |
| 1        | ON10164 - Hydraulic Motor with built in sensor |
| 1        | ON10170 - 1/2 Cab Shield, 24" Corten |
| 1        | ON10174X - Spreader Apron for HW II Corten - (by VCU) |

Pioneer EDD Series Tarping System - includes windscreen and heavy duty black
## QUOTATION

**Quote ID:** 80551

**ONONDAGA 2013 Catalog**

<table>
<thead>
<tr>
<th>QUANTITY</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GS71280F - PIONEER EDD-1500DA - Electric Direct Drive Heavy Duty System - for 12' to 15' Plow Body</td>
</tr>
<tr>
<td>1</td>
<td>GS71216 - Spring Loaded Tension Hoop (aluminum)</td>
</tr>
<tr>
<td>1</td>
<td>GS71221 - Rectangular Deluxe Asphalt Tarp Upgrade</td>
</tr>
<tr>
<td>1</td>
<td>S79010F - Factory Install - Full Mount Plow System</td>
</tr>
<tr>
<td>1</td>
<td>S79100F - Factory Install - Plow Lights</td>
</tr>
<tr>
<td>1</td>
<td>S79110F - Factory Install - Wing Light</td>
</tr>
<tr>
<td>1</td>
<td>S79115F - Factory Install - Sander Light</td>
</tr>
<tr>
<td>1</td>
<td>S79150F - Factory Install - Dump Valve Section</td>
</tr>
<tr>
<td>1</td>
<td>S79180F - Factory Install - Electric Spreader control (plumbed to rear of cab)</td>
</tr>
<tr>
<td>1</td>
<td>S79210F - Factory Install - Dump Body - Combination Style (front discharge)</td>
</tr>
<tr>
<td>1</td>
<td>S79310F - Factory Install - Tarp System, electric</td>
</tr>
</tbody>
</table>

This Equipment Requires 126-130° CT and Min 60°” AF
Furnish Tailplates with Hitch
Customer Requests wing arm bumper on rear side
Install cross conveyor spill shield per Customer
Sander Control mounted as per Customer
Install stone shield over coal door tracks (see CEC7395)
Custom Rear Apron VCU
(2) Gate spreader chain anchors on rear of body
*VCU – Order Body with: Rear post light holes in raised position, Ladder mounted left front, Inside steps, Short fender mod, No tarp holes in fenders, Vertical rear posts, Extended screens for vertical posts, Outboard gate chains

<table>
<thead>
<tr>
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</thead>
</table>

### Quote Total: $114,983.00

### Discount: ($38,519.31)

### Total Cost For Equipment: $76,463.69

### Delivery to Truck Dealer Charges: 230

### Total Due: $76,693.69

### The following options may be added:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

Customer must fill out the information below before the order can be processed...

**Accepted by:**

**Date:**

**P.O. number:**

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.
A proposal for
Albany County

Prepared by
TRACEY ROAD EQUIPMENT, INC.
Brendan Geiss

Feb 28, 2019

Western Star 4700SF

Components shown may not reflect all spec'd options and are not to scale
### Specification Proposal

**Price Level**
- WESTERN STAR 4700 PRL-18T (EFF:04/14/18)

**Data Version**
- SPECPRO21 DATA RELEASE VER 005

**Vehicle Configuration**
- 4700 SET-FORWARD FRONT AXLE CHASSIS
- 2020 MODEL YEAR SPECIFIED
- SET FORWARD AXLE - TRUCK
- STRAIGHT TRUCK PROVISION
- LH PRIMARY STEERING LOCATION

**General Service**
- TRUCK CONFIGURATION
- DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
- UTILITY/REPAIR/MAINTENANCE SERVICE
- GOVERNMENT BUSINESS SEGMENT
- DIRT/SAND/ROCK COMMODITY
- TERRAIN/DUTY: 100% (ALL OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
- MAXIMUM 8% EXPECTED GRADE
- SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
- WESTERN STAR VOCATIONAL WARRANTY
- EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
- EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
- EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 86000.0 lbs

**Truck Service**
- FRONT FLATW/END DUMP BODY

Application Version: 10.1.202
Data Version: PRL-18T.006
ALBANY COUNTY_4700
**Description**

**EXPECTED TRUCK BODY LENGTH**: 0.0 ft

**Engine**

DETROIT DD13 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB/FT @ 975 RPM

**Electronic Parameters**

- 60 MPH ROAD SPEED LIMIT
- CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
- PTO MODE ENGINE RPM LIMIT - 900 RPM
- PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED
- PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED
- PTO RPM WITH CRUISE SET SWITCH - 600 RPM
- PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM
- ONE REMOTE PTO SPEED
- PTO SPEED 1 SETTING - 900 RPM
- SOFT CRUISE CONTROL ENABLED
- PTO MINIMUM RPM - 600
- ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE

**Engine Equipment**

- 2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
- 2006 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 8X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)
- STANDARD OIL PAN
- ENGINE MOUNTED OIL CHECK AND FILL
- ONE PIECE VALVE COVER
- SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR
- DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
- (3) DTNN GENUINE, AGM STARTING AND CYCLING, MIN 2190CCA, 570RC, THREADED STUD BATTERIES
| Description |
|-------------|---|
| PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB |
| BATTERY BOX MOUNTED UNDER PASSENGER SEAT |
| WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN |
| PLASTIC BATTERY BOX COVER |
| POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH |
| LOW VOLTAGE BATTERY DISCONNECT AT 12.3 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM |
| EATON ADVANTAGE 15-1/2 INCH SELF-ADJUSTING CLUTCH |
| BABCOCK 2-PIECE CLUTCH BRAKE |
| ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING |
| HYDRAULIC CLUTCH CONTROL |
| BW MODEL BA-921 15.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE |
| AIR COMPRESSOR DISCHARGE LINE |
| ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM |
| JACOBS COMPRESSION BRAKE |
| RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE |
| ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH |
| 11 FOOT 08 INCH (138 INCH+0.85.9 INCH) EXHAUST SYSTEM HEIGHT |
| RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP |
| 13 GALLON DIESEL EXHAUST FLUID TANK |
| 100 PERCENT DIESEL EXHAUST FLUID FILL |
| STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING |
| NON-POLISHED ALUMINUM DIESEL EXHAUST FLUID TANK COVER |
| LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION |
Description

STAINLESS STEEL AFTERTREATMENT
DEVICE/MUFFLER/TAILPIPE SHIELD
BORG WARNER (KYSOR) REAR AIR ON/OFF
ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
DDC SUPPLIED ENGINE MOUNTED FUEL
FILTER/FUEL WATER SEPARATOR WITH
WATER-IN-FUEL INDICATOR
FULL FLOW OIL FILTER
1500 SQUARE INCH ALUMINUM RADIATOR
MOUNTING FOR FIREWALL MOUNTED SURGE
TANK
ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
HDEP FIXED RAT10 COOLANT PUMP AND
RADIATOR DRAIN VALVE
NO RADIATOR/OIL PAN GUARD
1350 ADAPTER FLANGE FOR FRONT PTO
PROVISION
PHILLIPS-TEMRO 1600 WATT/115 VOLT BLOCK
HEATER
PHILLIPS-TEMRO 300 WATT/115 VOLT OIL
PREHEATER
CHROME ENGINE HEATER RECEPTACLE
MOUNTED UNDER LH DOOR
ALUMINUM FLYWHEEL HOUSING
MITSUBISHI 12V MOD 3.175-DF86 STARTER
WITH INTEGRATED MAGNETIC SWITCH

Transmission

EATON FULLER RTO-16908LL TRANSMISSION

Transmission Equipment

POLISHED STAINLESS STEEL TRANSMISSION
BOOT RING
NO REAR PTO TRANSMISSION RANGE
BODY LIGHTING POWER WIRED TO CUSTOMER
INTERFACE CONNECTOR WITH SEPERATE
STOP/TURN
CAST IRON CLUTCH HOUSING
Description

MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION FILL AND DRAIN, AXLE(S) FILL
AND DRAIN
PAINTED SHIFT LEVER, SOLID LINKAGE
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
SYNTHETIC TRANSMISSION LUBE

Front Axle and Equipment

MFS-20-133A 20,000# FL1 71.3 INCH KP/3.74
INCH DROP SINGLE FRONT AXLE
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS FRONT BRAKE LINING
COMMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
HALDEX AUTOMATIC FRONT SLACK
ADJUSTERS WITH STAINLESS STEEL CLEVIS
PINS
STANDARD KING PIN BUSHINGS
TRW THP-60 POWER STEERING WITH RCH45
AUXILIARY GEAR
POWER STEERING PUMP
4 QUART POWER STEERING RESERVOIR
OIL/AIR POWER STEERING COOLER
SYNTHETIC 50W FRONT AXLE LUBE

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RT-46-150P 46,000# R-SERIES TANDEM REAR
AXLE
4.89 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES</td>
</tr>
<tr>
<td>IMXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES</td>
</tr>
<tr>
<td>DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES</td>
</tr>
<tr>
<td>(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE</td>
</tr>
<tr>
<td>INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH</td>
</tr>
<tr>
<td>INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH</td>
</tr>
<tr>
<td>MERITOR 10.5X8.52 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES</td>
</tr>
<tr>
<td>NON-ASBESTOS REAR BRAKE LINING</td>
</tr>
<tr>
<td>BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)</td>
</tr>
<tr>
<td>CONMET CAST IRON REAR BRAKE DRUMS</td>
</tr>
<tr>
<td>REAR BRAKE DUST SHIELDS</td>
</tr>
<tr>
<td>REAR OIL SEALS</td>
</tr>
<tr>
<td>BENDIX EVERSURE LONSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS</td>
</tr>
<tr>
<td>HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS</td>
</tr>
<tr>
<td>SYNTHETIC 75W-90 REAR AXLE LUBE</td>
</tr>
</tbody>
</table>

**Rear Suspension**

- TUFTRAC 45,000# REAR SPRING SUSPENSION
- TUFTRAC STANDARD RIDE HEIGHT
- AXLE CLAMPING GROUP
- 56 INCH AXLE SPACING
- FORE/AFT AND TRANSVERSE CONTROL RODS
- REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)

**Brake System**

- WABCO 4S/4M ABS
- REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
- FIBER BRAID PARKING BRAKE HOSE
- STANDARD BRAKE SYSTEM VALVES
**Description**

- RELAY VALVE WITH 5-6 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
- BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
- BENDIX OIL COALESCING FILTER FOR AIR DRYER
- AIR DRYER MOUNTED OUTBOARD ON LH RAIL
- STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS
- CLEAR FRAME RAIL 36 INCHES FROM BACK OF CAB INSIDE/OUTBOARD AND BELOW RH FRAME RAIL
- PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS

**Trailer Connections**

- NO TRAILER RECEPTACLE BRACKET

**Wheelbase & Frame**

- 5450MM (215 INCH) WHEELBASE
- 1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX31.6MMX0.9X11.89 INCH) 120KSI
- PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION
- BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
- 1900MM (76 INCH) REAR FRAME OVERHANG
- FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
- 24 INCH INTEGRAL FRONT FRAME EXTENSION
- CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 133.38 in
- CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 130.38 in
- CALC'D FRAME LENGTH - OVERALL: 341.09 in
- CALC'D SPACE AVAILABLE FOR DECKPLATE: 133.78 in
- CALCULATED FRAME SPACE LH SIDE: 35.15 in
- CALCULATED FRAME SPACE RH SIDE: 184.59 in
- SQUARE END OF FRAME
- REAR TOW HOOKS
- STANDARD WEIGHT ENGINE CROSSMEMBER
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD CROSSMEMBER BACK OF TRANSMISSION</td>
</tr>
<tr>
<td>STANDARD MIDSHIP #1 CROSSMEMBER(S)</td>
</tr>
<tr>
<td>STANDARD REARMOST CROSSMEMBER</td>
</tr>
<tr>
<td>HEAVY DUTY SUSPENSION CROSSMEMBER</td>
</tr>
<tr>
<td>STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER</td>
</tr>
</tbody>
</table>

**Chassis Equipment**

- OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
- FRONT ANTI-SPLASH CAB MOUNTED MUDFLAPS
- GRADE 8 THREADED HEX HEADED FRAME FASTENERS
- EXTERIOR HARNESS WRAPPED IN ABRASION TAPE

**Fuel Tanks**

- 100 GALLON/378 LITER ALUMINUM FUEL TANK - LH
- 25 INCH DIAMETER FUEL TANK(S)
- PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS
- FUEL TANK(S) FORWARD
- PLAIN STEP FINISH
- CHROME FUEL TANK CAP(S)
- DAVCO 487 FUEL/WATER SEPARATOR WITH ESOE AND 12 VOLT PREHEATER
- EQUIFLO INBOARD FUEL SYSTEM
- HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
- FUEL COOLER

**Tires**

- MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
- MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES

**Hubs**

- COMET PRESET PLUS PREMIUM IRON FRONT HUBS
Description

CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

ACCURIDE 28033 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS
NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES

Cab Exterior

110 INCH BBC STEEL CONVENTIONAL CAB
WESTERN STAR PAINTED ALUMINUM CAB SKIRT
AIR CAB MOUNTS WITH CHECK VALVE
STAINLESS STEEL SILL PLATES WITH RACEWAY
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
FRONT FENDERS
2 INCH FENDER EXTENSIONS
LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST
STATIONARY BRIGHT FINISH GRILLE
CHROME HOOD MOUNTED AIR INTAKE GRILLE
GALVANEAL STEEL SEVERE SERVICE CAB
FIBERGLASS HOOD WITH ACCESS HATCHES
DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS
SINGLE ELECTRIC HORN
DUAL HORN SHIELDS
DOORS AND IGNITION KEYED THE SAME
REAR LICENSE PLATE MOUNT END OF FRAME
DUAL AMBER LED CLASS II STROBE LIGHTS WITH STAINLESS STEEL BRACKETS
SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS
LED MARKER LAMPS
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIRING AND SWITCH FOR CUSTOMER</td>
</tr>
<tr>
<td>FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER</td>
</tr>
<tr>
<td>DAYTIME RUNNING LIGHTS</td>
</tr>
<tr>
<td>INTEGRAL STOP/TAI/BACKUP LIGHTS</td>
</tr>
<tr>
<td>STANDARD FRONT TURN SIGNAL LAMPS</td>
</tr>
<tr>
<td>DUAL STAINLESS STEEL HEATED MIRRORS WITH LIGHTS</td>
</tr>
<tr>
<td>DOOR MOUNTED MIRRORS</td>
</tr>
<tr>
<td>102 INCH EQUIPMENT WIDTH</td>
</tr>
<tr>
<td>LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH</td>
</tr>
<tr>
<td>SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR</td>
</tr>
<tr>
<td>RH DOWN VIEW MIRROR</td>
</tr>
<tr>
<td>STANDARD SIDE/REAR REFLECTORS</td>
</tr>
<tr>
<td>STAINLESS STEEL EXTERIOR SUN VISOR</td>
</tr>
<tr>
<td>17.5X35 INCH TINTED REAR WINDOW</td>
</tr>
<tr>
<td>TINTED DOOR GLASS</td>
</tr>
<tr>
<td>MANUAL DOOR WINDOW REGULATORS</td>
</tr>
<tr>
<td>2-PIECE TINTED CURVED GASKET MOUNTED HEATED WINDSHIELD</td>
</tr>
<tr>
<td>2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED</td>
</tr>
<tr>
<td>UNDER CAB, WITH REMOTE FILL</td>
</tr>
</tbody>
</table>

**Cab Interior**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRAY VINYL BASE INTERIOR</td>
</tr>
<tr>
<td>BLACK HARD TRIM</td>
</tr>
<tr>
<td>BASE LEFT HAND DOOR TRIM</td>
</tr>
<tr>
<td>BASE RIGHT HAND DOOR TRIM</td>
</tr>
<tr>
<td>BLACK MATS WITH DOUBLE INSULATION</td>
</tr>
<tr>
<td>DASH MOUNTED ASH TRAY AND (1) POWER OUTLET</td>
</tr>
<tr>
<td>FORWARD ROOF MOUNTED CONSOLE</td>
</tr>
<tr>
<td>PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR</td>
</tr>
<tr>
<td>LH AND RH DOOR MAP POCKETS</td>
</tr>
<tr>
<td>(2) COAT HOOKS ON BACKWALL OF CAB</td>
</tr>
<tr>
<td>(1) CUP HOLDER MOUNTED IN BOTTOM CENTER OF DASH</td>
</tr>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>TWO-TONE CHARCOAL UPPER/COOL GRAY</td>
</tr>
<tr>
<td>LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER</td>
</tr>
<tr>
<td>WIRING FOR PCB BASED ARCHITECTURE AND VOCATIONAL OPTIONS</td>
</tr>
<tr>
<td>5 LB. FIRE EXTINGUISHER</td>
</tr>
<tr>
<td>HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL</td>
</tr>
<tr>
<td>HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER</td>
</tr>
<tr>
<td>MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH</td>
</tr>
<tr>
<td>STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY</td>
</tr>
<tr>
<td>VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR</td>
</tr>
<tr>
<td>RADIATOR MOUNTED AIR CONDITIONER CONDENSER</td>
</tr>
<tr>
<td>BINARY CONTROL, R-134A</td>
</tr>
<tr>
<td>CAB INSULATION</td>
</tr>
<tr>
<td>AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES</td>
</tr>
<tr>
<td>DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS</td>
</tr>
<tr>
<td>CAB DOOR LATCHES WITH MANUAL DOOR LOCKS</td>
</tr>
<tr>
<td>TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB</td>
</tr>
<tr>
<td>BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT</td>
</tr>
<tr>
<td>BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT</td>
</tr>
<tr>
<td>DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS</td>
</tr>
<tr>
<td>BLACK MORDURA CLOTH DRIVER SEAT COVER</td>
</tr>
<tr>
<td>BLACK MORDURA CLOTH PASSENGER SEAT COVER</td>
</tr>
<tr>
<td>3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS</td>
</tr>
</tbody>
</table>
Description

ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH SWITCHES
DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

EXTRA GRIP FOOT CLUTCH PEDAL PAD, NON-ADJUSTABLE SUSPENDED PEDALS
BRIGHT ARGENT FINISH GAUGE BEZELS
BLACK DRIVER INSTRUMENT PANEL
BLACK CENTER INSTRUMENT PANEL
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
97 DB BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
ICUMME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
FUEL FILTER RESTRICTION INDICATOR
EMISSIONS LIMITED IDLE ADJUST
NO ADDITIONAL EXTRA SWITCH ACCUSATORS
CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS
NO PREWIRED HIGH POWER CIRCUIT
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
ENGINE OIL TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER</td>
</tr>
<tr>
<td>CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS</td>
</tr>
<tr>
<td>ELECTRIC ENGINE OIL PRESSURE GAUGE</td>
</tr>
<tr>
<td>AM/FM/WR WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1639</td>
</tr>
<tr>
<td>ROOF/OVERHEAD CONSOLE MOUNTED RADIO</td>
</tr>
<tr>
<td>(4) RADIO SPEAKERS IN CAB</td>
</tr>
<tr>
<td>POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE</td>
</tr>
<tr>
<td>ROOF/OVERHEAD CONSOLE CB RADIO PROVISION</td>
</tr>
<tr>
<td>MULTI-BAND AM/FM/RB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM</td>
</tr>
<tr>
<td>ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER</td>
</tr>
<tr>
<td>STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS</td>
</tr>
<tr>
<td>ELECTRONIC 3000 RPM TACHOMETER WITH HOUR METER</td>
</tr>
<tr>
<td>VT-HU CONNECTIVITY PLATFORM HARDWARE</td>
</tr>
<tr>
<td>2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM</td>
</tr>
<tr>
<td>IDLE SHUTDOWN OVERRIDE, DDEC 5/6 AMBIENT AIR TEMPERATURE SENSOR</td>
</tr>
<tr>
<td>FOUR EXTRA SWITCHES IN DASH</td>
</tr>
<tr>
<td>HARDWIRE SWITCH #1, ON/OFF/ON MOMENTARY, 10 AMP IGNITION WIRED TO CUSTOMER INTERFACE CONNECTOR</td>
</tr>
<tr>
<td>HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMP IGNITION WIRED TO CUSTOMER INTERFACE CONNECTOR</td>
</tr>
<tr>
<td>HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMP IGNITION WIRED TO CUSTOMER INTERFACE CONNECTOR</td>
</tr>
<tr>
<td>HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMP IGNITION WIRED TO CUSTOMER INTERFACE CONNECTOR</td>
</tr>
</tbody>
</table>
### Description

- NO HARDWIRE SWITCH #5, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR
- NO HARDWIRE SWITCH #6, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR
- NO HARDWIRE SWITCH #7, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR
- NO HARDWIRE SWITCH #8, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR
- NO HARDWIRE SWITCH #9, ON/OFF LATCHING, WIRED TO CUSTOMER INTERFACE CONNECTOR
- REAR SPRING LOADED HAND CONTROL BRAKE VALVE
- DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
- SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES
- CAB/TRAILER MARKER LIGHT SWtCH WITH SEPERATE HEADLIGHT SWITCH WITH HDLP/MKR LRNT RT SWITCH ON STEERING WHEEL & DASH SW FOR CUSTOMER
- FURNISHED SNOWPLOW LTS
- ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
- MANUAL TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASHWIPER/INTERMITTENT
- PACIFIC INSIGHT ELECTRONIC FLASHER

### Design

- PAINT: ONE SOLID COLOR

### Color

- CAB COLOR A: L2832EB YELLOW ELITE BC
- CAB INTERIOR PAINTED SAME AS CAB COLOR
- BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
- POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
**Description**
- POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
- U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
- CORPORATE PDI CENTER IN-SERVICE ONLY

**Raw Performance Data**
- CALC'D FRAME LENGTH - OVERALL: 341.09
- CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 130.38 in
- CALC'D SPACE AVAILABLE FOR DECKPLATE: 133.78 in

**Extended Warranty**
- APPLIES: DD13 VCC $0 DED 7 YEARS/250,000 MILES/402,500 KM FEX
- EWY 7/15/2020

**Dealer Installed Options**

<table>
<thead>
<tr>
<th>Weight Front</th>
<th>Weight Rear</th>
</tr>
</thead>
<tbody>
<tr>
<td>RH SPRING BUILD-UP</td>
<td>0</td>
</tr>
</tbody>
</table>

- Total Dealer Installed Options: 0 lbs 0 lbs
June 28, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval of Supplemental Agreement #3 with MJ Engineering and Land Surveying, P.C. regarding expanding the design scope of the project to include an Expanded Design Report, preparation of renderings, facilitation of a design charrette and additional meeting coordination required to ensure the stakeholder and public interest is being taken into account during the design process for the Albany County Rail Trail Bridge over New Scotland Road (SR85). The expanded scope is necessary to meet the requirements of the SEQRA Type I process. This additional work was not part of the scope of Supplemental #2.

The additional Supplemental #3 adds $31,000.00 to the original agreement. Combined with Supplemental #1 and #2 this agreement would have a new contract total of $159,500.00.

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

The additional Supplemental #1 funding was required to pay for design and construction inspection services for emergency repairs to the existing structure required to strengthen it until it is either rehabilitated or replaced. Supplemental #1 added $24,000.00 to the Original Agreement of $95,500.00.

The additional Supplemental #2 funding was required to progress the SEQRA Type I process. The project was originally scoped as a SEQRA Type II. Supplemental #2 added $9,000.00 to the Original Agreement. This combined with Supplemental #1 gave a new contract total of $128,500.0 as per Resolution No. 82 dated 3/11/2019 (attached).

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

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Supplemental Agreement #3 with MJ Engineering for Rail Trail Bridge over New Scotland Rd.

Date: July 2, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

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

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

Amount.Raise Schedule/Fee:
$31,000.00
Scope of Services:
Design and Construction Inspection Services

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line:  
Revenue Amount:  
Appropriation Account and Line: HHT45197.22000R  
Appropriation Amount: $31,000.00

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

Term
Term: (Start and end date)  
7/1/2019-12/31/2020  
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: 455  
Date of Adoption: 3/11/19

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature’s approval of Supplemental Agreement #3 with MJ Engineering and Land Surveying, P.C. regarding expanding the design scope of the project to include an Expanded Design Report, preparation of renderings, facilitation of a design charrette and additional meeting coordination required to ensure the stakeholder and public interest is being taken into account during the design process for the Albany County Rail Trail Bridge over New Scotland Road (SR85).
The expanded scope is necessary to meet the requirements of the SEQRA Type I process. This additional work was not part of the scope of Supplemental #2.

The additional Supplemental #3 adds $31,000.00 to the original agreement. Combined with Supplemental #1 and #2 this agreement would have a new contract total of $159,500.00.

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

The additional Supplemental #1 funding was required to pay for design and construction inspection services for emergency repairs to the existing structure required to strengthen it until it is either rehabilitated or replaced. Supplemental #1 added $24,000.00 to the Original Agreement of $95,500.00.

The additional Supplemental #2 funding was required to progress the SEQRA Type I process. The project was originally scoped as a SEQRA Type II. Supplemental #2 added $9,000.00 to the Original Agreement. This combined with Supplemental #1 gave a new contract total of $128,500.00 as per Resolution No. 82 dated 3/11/2019 (attached).
This project is 100% County Funded. If you have any questions or require additional information, please contact my office.
RESOLUTION NO. 82

AMENDING RESOLUTION NO. 455 FOR 2018 WITH MJ ENGINEERING REGARDING ADDITIONAL DESIGN AND INSPECTION SERVICES AND SEQR

Introduced: 3/11/19
By Public Works Committee:

WHEREAS, By Resolution No. 455 for 2018, this Honorable Body authorized an agreement with MJ Engineering and Land Surveying, Clifton Park, NY 12067 in an amount not to exceed $95,500 regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to amend the aforementioned agreement to provide for additional design and inspection services in the amount of $24,000, and to fund the SEQR Type I process in the amount of $9,000 for a total agreement amount of $128,500, and

WHEREAS, The Commissioner has indicated that the amendments will authorize Supplemental Agreement #1 in the amount of $24,000 with MJ Engineering and Land Surveying, Clifton Park, NY 12067 to provide for additional design and inspection services related to the aforementioned project as well as Supplemental Agreement #2 in the amount of $9,000 with MJ Engineering and Land Surveying, Clifton Park, NY 12067 in order to properly progress the SEQR process for this project for terms commencing April 1, 2019 and ending April 1, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 455 for 2018 is amended to provide for additional design and inspection services as indicated above in the amount of $24,000, and to fund the SEQR Type I process in the amount of $9,000 for a total amount of $128,500 rather than $95,500, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into supplemental agreements noted above with MJ Engineering and Land Surveying, Clifton Park, NY 12067 for terms commencing April 1, 2019 and ending April 1, 2020,

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

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

Adopted by unanimous vote – 3/11/19
RESOLUTION NO. 455

AUTHORIZING AN AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NYS 85) BRIDGE REPLACEMENT PROJECT

Introduced: 10/3/18
By: Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with MJ Engineering and Land Surveying regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and nine (9) bids were received pertaining to the project, and

WHEREAS, The County Purchasing Agent and the Department of Public Works Engineering reviewed said bids and recommended awarding the contract to MJ Engineering and Land Surveying as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with MJ Engineering and Land Surveying, Clifton Park, NY 12067 in an amount not to exceed $95,500 regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, and, be it further

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

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

Adopted by unanimous vote – 10/3/18
May 30, 2019

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

RE: Design and Construction Inspection for the Albany County Rail Trail over New Scotland Road (NY Route 85) Bridge Replacement Project
Albany County Resolution No. 455 for 2018
Scope of Work for Development of Supplemental Agreement No. 3

Ms. Ramundo,

M.J. Engineering and Land Surveying, P.C. (MJ) is submitting this scope of work for the development of a Supplemental Agreement per your request through correspondence with our office.

BACKGROUND

MJ has been progressing information and developing preliminary engineering options for the above subject project. The County also requested that MJ compile and document additional work requests that are beyond the original scope of work. The requested tasks identified below have been requested by either the Albany County DPW office or the Albany County Executive office.

The associated additional Scope of Services are identified below:

SCOPE OF WORK

Task 1 – Enhanced Design Report

The original contract and scope required the development of two (2) different superstructure type alternatives for a replacement bridge project. One of the options requested was a prefabricated truss. The original scope of work included submission of a preliminary plan, elevation and cost estimate to be presented to the County for consideration, according to §4.12 of the original contract. Due to outside agency and public involvement projected for this project, additional information was requested by the County to be documented including review/analysis of the rehabilitation option. The design information deliverable originally intended per the RFP scope of work has been requested to be changed to a full NYSDOT style Design Approval Document (DAD). Additional scope of work items include:

1. Develop a Design Approval Document per the NYSDOT Project Development Manual.

2. Investigate five (5) different design alternatives, including the null alternative, two (2) rehabilitation options, and two (2) replacement options.
3. Develop cost estimates for each alternative, as well as preliminary plans.

4. The two (2) rehabilitation options include:
   a. Rehabilitation of the existing structure as it stands today.
   b. Rehabilitation of the existing structure and raise the existing superstructure to meet current NYSDOT vertical clearance requirements.

5. Complete all necessary studies and research to completely fill out the NYSDOT Design Report, including the side by side comparison of all the alternatives, crash analysis, development of design criteria, design objectives, grant investigations, etc.

6. Develop necessary appendices to provide the technical back up of the information within the design report.

Task 2 – Preparation of Renderings

Per the original scope of work, no renderings were assumed or anticipated to be developed. Additional scope of work items include:

1. Requested renderings to be developed include (total of three (3) renderings):
   a. One (1) rendering for the rehabilitation option (in place only).
   b. One (1) rendering for the two-girder superstructure replacement option.
   c. One (1) rendering for the prefabricated truss replacement option.

2. The renderings will depict the superstructure type, depicting the vertical differences between the alternatives, as well as the finish to the steel elements.

3. The landscaping around the alternatives will depict the final constructed condition. A future condition depicting the full-grown vegetation will be prepared (only if requested).

4. The streetscape below the structure will depict the roadway geometry including the travel lanes, shoulders, and sidewalk configurations that is proposed for each of the three (3) renderings.

5. Lighting for the rehabilitation rendering will be shown only. An aesthetic treatment will be shown on the existing retaining wall elements per the direction of the County. Photos of other wall treatment types will be shown separately from the renderings as example photos.

Task 3 – Design Charrette

From the original scope, §4.16, two (2) public meetings were assumed. The County has requested an additional Design Charrette meeting to discuss the design alternatives and project objectives with the stakeholders only. Additional scope of work items include:

1. Organize, coordinate and moderate the design Charrette between the County and the stakeholders for the project.

2. Preparation of meeting materials including a PowerPoint presentation and renderings (see Task 2).
3. Prepare list of written public comments that were received to date from the May 1, 2019 Public Information meeting.

4. Prepare meeting minutes and send to all the attendees for review. Upon ten (10) business days, MJ will address any provided comments received and issue the final minutes to all the attendees for project record.

5. Document decisions and/or action items from the meeting that may be included in the Design Approval Document (DAD).

6. The information received from Public Meeting No. 1 and the Design Charrette will be the foundation in developing the information to be presented Public Meeting No. 2.

**Task 4 – Design Coordination & Meetings**

From the original scope, §4.12 and §4.17, coordination with the NYSDOT and SHPO was anticipated. Two (2) meetings were held and attended by MJ prior to contract execution and per agreement with MJ in order to progress the project while the contract was being procured. One meeting was held on September 26, 2018 with the Town of Bethlehem and the other meeting was held on October 3, 2018 with the Preservation League of New York State. The labor and coordination effort for these two (2) meetings was agreed to not be considered part of the original contract nor subsequent supplemental agreements. Additional meetings have been held with entities after contract execution not previously identified in the original scope of work. Additional-scope of work items include:

1. MJ coordinated and attended a meeting with the Town of Bethlehem and the town historian to discuss and coordinate potential replacement superstructure options. Meeting minutes were prepared and distributed for project record.

2. MJ is anticipating that a meeting with the Town and their Historian will be required if the Replacement option is the chosen preferred alternative. MJ will coordinate with the Town of Bethlehem and historian as well as the NYS Preservation League to determine use/placement of the existing girders at another location along the trail or establish a “memorial” with plaques documenting the history of the crossing.

**ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL**

This Agreement has been prepared assuming the following:

A. Three (3) total renderings will be developed.

B. It is anticipated that one minor revision for each rendering will be completed prior to the design charrette after County Review and then a revision after the Charrette to depict the agreed upon elements for each alternative.
C. Albany County will provide MJ with a list of stakeholders, labeling the critical stakeholders, to allow for proper coordination in setting up the Design Charette.

D. Following the second Public Meeting, Albany County will select the preferred alternative to be progressed during final design.

**SCHEDULE**

The Design Charette meeting schedule is pending ongoing coordination with the County regarding the approval of this agreement and completion of the renderings.

MJ is immediately available for questions or comments regarding this developed scope of work.

If you have any questions regarding this proposal, please contact me at (518) 371-0799. If the County concurs with these items as out of scope, MJ will develop a draft Supplemental Agreement No. 3 for County Review.

**FEE**

MJ proposes to complete the above-listed work and services, including the Scope of Work, for the following **lump sum fee**. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Enhanced Design Report</td>
<td>$14,900.00</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of Renderings</td>
<td>$7,600.00</td>
</tr>
<tr>
<td>3</td>
<td>Design Charette</td>
<td>$7,100.00</td>
</tr>
<tr>
<td>4</td>
<td>Design Coordination &amp; Meetings</td>
<td>$1,400.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Lump Sum Cost:</strong></td>
<td><strong>$31,000.00</strong></td>
</tr>
</tbody>
</table>

These estimated fees assume there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

Sincerely,

Michael D. Panichelli, P.E.
President
AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described in this supplemental proposal.

______________________________  _______________________
Printed Name                  Title

______________________________  _______________________
Signature                     Date
January 11, 2019

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

RE: Design and Construction Inspection for the Albany County Rail Trail over New Scotland Road (NY Route 85) Bridge Replacement Project  
Albany County Resolution No. 455 for 2018  
Supplemental Agreement No. 2 – SEQRA Type I

Ms. Ramundo,

M. J. Engineering and Land Surveying, P.C. (MJ) is submitting this Supplemental Agreement per your request per your phone conversation on January 3, 2019 with MJ.

BACKGROUND

Based upon our involvement in the project to date, MJ has the following project understanding:

- The project was originally scoped as a SEQRA Type II.
- Albany County has determined that the project shall be progressed as a Type 1 action under SEQRA requiring coordinated review.
- Albany County has requested that MJ provide additional SEQRA support for the project to satisfy the SEQRA Type I determination.

The associated Scope of Services for the requested work is included below.

SCOPE OF WORK

Task 1 – Lead Agency Coordination

Based upon the project program, the project appears to be Type 1 action pursuant to Section 617 of Environmental Conservation Law (ECL). A Type 1 action requires coordinated review with potential involved agencies. MJ will work with Albany County to develop a list of potential involved agencies. MJ will prepare a coordination letter which will include the Full Environmental Assessment Form (FEAF) Part 1 for distribution to involved agencies. MJ will be responsible for distribution of these materials to identified involved agencies.

Establishment of Lead Agency must occur with 30 days of the date the EAF is transmitted to involved agencies.
Task 2 – Preparation of Full Environmental Assessment Form (FEAF) & Determination of Significance

It is assumed that the SEQRA process will be satisfied through the completion of a Full Environmental Assessment Form (FEAF) with supplemental studies as needed. The subsequent tasks correlate to this assumption to support the compliance with SEQRA.

MJ will complete Parts 1, 2 and 3 of the FEAF for the project. Part 1 (project information) will be completed and be dependent on information available through NYSDEC’s Environmental Mapper, other databases as well as through studies, research or investigation previously completed and made available for use.

MJ will complete Part 2, which examines the proposed project and determines the magnitude of impacts. Under the assumption that the Part 2 analysis supports a Negative Declaration, MJ will complete Part 3, which outlines the Lead Agency’s findings and facts supporting this decision.

ASSUMPTIONS

This Agreement has been prepared assuming the following:

- Albany County will be the SEQRA Lead Agency and coordinated review of this Type 1 Action will occur.
- No public hearings or meetings will be required beyond the two (2) previously scoped public information meetings.

TASKS NOT INCLUDED IN THIS PROPOSAL

The following efforts are excluded from this scope of services:

- Additional Public and/or on-site meetings
- Wetland permitting;
- Phase 1 or 2 Cultural Resources Survey;
- Habitat Assessments, and;
- Preparation of an Environmental Impact Statement.

SCHEDULE

MJ will provide a draft of FEAF Parts 1 through 3 as part of the Design Manual submission.

FEE

MJ proposes to complete the above-listed work and services, including the Scope of Work, for the following lump sum fee. The fee, though it is not required by the SEQRA process, also includes an additional meeting with the town Historian. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lead Agency Coordination</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Full EAF Preparation / Determination of Significance</td>
<td>$7,000.00</td>
</tr>
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<td></td>
<td><strong>Total Lump Sum Cost:</strong></td>
<td><strong>$9,000.00</strong></td>
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</tbody>
</table>

These estimated fees assume there are no significant changes resulting from decisions, conditions and/or events beyond MJ’s control.

If you have any questions regarding this proposal, please contact me at (518) 371-0799.

Sincerely,

Michael D. Panichelli, P.E.
President
AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described in this supplemental proposal.

Printed Name

Title

Signature

Date
July 9th, 2019

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

Dear Chairman Joyce:

The County of Albany has retained Service Management Group (SMG) to operate and manage the Times Union Center for over a decade. SMG over this time has handled booking and management of the Times Union Center and has brought to Albany some of the most talented and popular national events during that time. Booking of these events often takes place well in advance, sometimes years. The current contract expires on December 31, 2020 and SMG cannot book events after that point. The County and SMG have worked well in the past, particularly regarding the recent modernizing of the Times Union Center. The request to continue this relationship, with a 6 year term commencing on January 1st, 2020 through December 31st, 2025. There will also be a mutually agreeable extension of six years exercisable by July 15th, 2024. Additional negotiated changes are outlined in the attached Memorandum of Understanding. If you have any questions or comments, please do not hesitate to contact my office.

Respectfully Yours,

Shawn A. Thelen

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

Description (e.g., Contract Authorization for Information Services): Contractual authorization with SMG for Management of the Times Union Center.

Date: 7/9/2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: Click or tap here to enter text.

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:
Scope of Services:
   Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

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

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

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

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

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

Term
Term: (Start and end date) January 1st, 2020 -> December 31st, 2025
Length of Contract: 6 years, 6 year renewal

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 County of Albany has retained Service Management Group (SMG) to operate and manage the Times Union Center for over a decade. SMG over this time has handled booking and management of the Times Union Center and has brought to Albany some of the most talented and popular national events during that time. Booking of these events often takes place well in advance, sometimes years. The current contract expires on December 31, 2020 and SMG cannot book events after that point. The County and SMG have worked well in the past, particularly regarding the recent modernizing of the Times Union Center. The request to continue this relationship, with a 6 year term commencing on January 1st, 2020 through December 31st, 2025. There will also be a mutually agreeable extension of six years exercisable by July 15th, 2024. Additional negotiated changes are outlined in the attached Memorandum of Understanding. If you have any questions or comments, please do not hesitate to contact my office.
MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE COUNTY OF ALBANY AND SMG – OPERATING AND MANAGEMENT AGREEMENT OF THE TIMES UNION CENTER

This agreement is made on the 1st day of July 2019, by and between the County of Albany having its office at 112 State Street, Albany, New York 12207 (hereinafter the “County”) and SMG, with its mailing address of 701 Market Street, 4th Floor, Philadelphia, Pennsylvania, 19106, the County and SMG are collectively referred to as the (“Parties”).

WHEREAS, the County is the owner of a civic center located at 51 South Pearl Street, Albany, NY and presently identified as the “Times Union Center” (hereinafter the “Arena”); and

WHEREAS, the Arena is currently being operated and managed by SMG under an Operating and Management Contract that expires on December 31, 2020; and

WHEREAS, the Parties are desirous of entering into a new Operating and Management Agreement for the Arena which will extend SMG’s management services at the Arena; and

WHEREAS, the Parties recognize and acknowledge that the interests of the County require a booking and management policy which takes account of service and events to generate substantial direct revenues for the Arena, and fosters an atmosphere to increase attendance and contribute economic and civic benefits in the form of increased revenues and general economic stimulation;

Therefore, it is agreed by the parties signing below that the following are newly negotiated terms to the Arena’s Operating Agreement. All other terms and conditions from the previous Operating and Management Agreement will remain the same.

1. The term of the Agreement will be Six (6) years to commence on January 1, 2020 through December 31, 2025.

2. If mutually agreeable to the Parties, an extension of six (6) years will commence on January 1, 2026 through December 31, 2031. The County will permit SMG to exercise the renewal clause by July 15, 2024 to prevent potential disruption of contractual agreements with event producers.

3. The SMG Incentive Compensation for Net Operating Income (hereinafter “NOI”) will be paid according to the current Operating and Management Agreement.

4. SMG will provide the County with $35,000 annually during the term of the Operating and Management Agreement into the Promotion Fund.

5. The County reserves the right to replace the General Manager upon 120 written notice to SMG.

6. The County and SMG will negotiate separately an Operating Agreement for the continued management of the TU Center Parking Garage and the surface parking lot located at 208 Washington Avenue, Albany, NY. Within this agreement will be the addition of the Clerk of the Works position.

7. The Revenue Sharing Agreement is as follows:

   - The first 1 million NOI
     - Albany County receives 72%
     - SMG receives 28%
   - Between 1 million and 1.5 million NOI
     - Albany County receives 70%
o SMG receives 30%
- Above 1.5 million
  o Albany County receives 65%
  o SMG receives 35%

SMG Representative
Robert Belber, General Manager

Date

Albany County Representative
Philip Calderone, Deputy County Executive

Date

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

On the ____ day of _____________, 2019, before me, the undersigned, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF ___________ )
COUNTY OF ___________ ) SS.:  

On the ____ day of _____________, 2019, before me, the undersigned, personally appeared ___________________________________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC
July 3, 2019

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to enter into an agreement with Kone, Inc. for a modernization of the existing three (3) passenger elevators at the Times Union Center Garage, utilizing Kone, Inc. award on the US Communities National Cooperative Contract.

The current elevators at the Times Union Center Garage have far exceeded their useful life expectancy. The proposal provided by Kone, Inc. is to replace the existing elevators at a total cost of $667,000.00 ($201,750.00 Elevator #1, $200,000.00 Elevator #2, $178,250.00 Elevator #3 and $87,000.00 to include a 15% Contingency Allowance encompassing any unforeseen work).

These elevators are imperative to the daily operations of the Times Union Center Garage. They provide conveyance and handicap accessibility to all levels of the parking garage in accessing the Times Union Center, Albany Capital Center and the Empire State Plaza.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is August 1, 2019 – July 31, 2020.

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

Sincerely Yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Modernization of the existing three (3) Passenger Elevators in the Times Union Center Garage

Date: 7/3/2019
Submitted By: David M. Latina
Department: Department of General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.: David M. Latina
Attending Meeting: David M. Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Kone Inc.
25 Post Road, Albany, NY 12205

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

Amount/Raise Schedule/Fee: $667,000.00
Scope of Services: The current elevators at the Times Union Center Garage have far exceeded their useful life expectancy. The proposal provided by Kone, Inc. is to replace the existing elevators at a total cost of $667,000.00 ($201,750.00 for Elevator #1, $200,000.00 for Elevator #2, $178,250.00 for Elevator #3 and $87,000.00 to include a 15% Contingency Allowance encompassing any unforeseen work).

Bond Res. No.: 503 of 2017
Date of Adoption: 12/4/2017

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: HKUV 1620

Appropriation Account and Line: 657,000.00
Appropriation Amount:

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

Term
Term: (Start and end date) August 1, 2019 - July 31, 2020
Length of Contract: 1 Year

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 current elevators at the Times Union Center Garage have far exceeded their useful life expectancy. The proposal provided by Kone, Inc. is to replace the existing elevators at a total cost of $657,000.00 ($201,750.00 for Elevator #1, $200,000.00 for Elevator #2, $178,250.00 for Elevator #3 and $87,000.00 to include a 15% Contingency Allowance encompassing any unforeseen work).

These elevators are imperative to the daily operations of the Times Union Center Garage. They provide conveyance and handicap accessibility to all levels of the parking garage for access to the Times Union Center, Albany Capital Center and the Empire State Plaza.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is August 1, 2019 - July 31, 2020.
MEMORANDUM

TO:      David M. Latina, Commissioner
         General Services
FROM:    Karen Storm
         Purchasing Agent
DATE:    July 3, 2019
RE:      US Communities Contract#EV2516

I am in receipt of your recommendation to award the aforementioned National Cooperative Contract to Kone Inc. under the US Communities Contract EV2516 in the amount of $667,000.00.

As Kone Inc. has a current US Communities contract, I concur with your recommendation.

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

To: David Latina, Commissioner, Department of General Services
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: Karen Storm, Purchasing Agent
Date: July 3, 2019
Re: Times Union Center Garage Elevators Modernization Project

Recommendation for Award to KONE Inc.

Commissioner Latina,

As you are aware, the Albany County Facilities Engineering Division along with the Purchasing Division solicited proposals for the Modernization of the existing garage’s (3) Passenger Elevators at the Times Union Center Garage, utilizing KONE’s US Communities National Cooperative Contract. Proposals for this work have been received and reviewed by the Facilities Engineering Division.

KONE’s complete proposal for the Modernization of the existing three (3) Passenger Elevators (one duplex unit Elevators #1 & #2 and a single unit Elevator #3) is attached for your use. After review of the proposals that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval based on KONE’s proposal and a total cost of $667,000.00 ($201,750.00 Elevator #1, $200,000.00 Elevator #2, $178,250.00 Elevator #3 and $87,000.00 to include a 15% Contingency Allowance encompassing any unforeseen work). As discussed, and as listed within KONE’s proposal as “Work by other Trades”, an additional Request For Bid (RFB) will be developed to include work to be performed by a General Contractor, Mechanical Contractor and Electrical Contractor associated with the Elevator Modernizations.

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

Thank you
July 2, 2019

Albany County Department of General Services
Attn.: Ms. Karen Storm
112 State Street
Albany, New York 12207

RE: Albany Country Times Union Parking Garage — Summary Bid Letter
   Elevator Replacement

Dear Ms. Karen Storm,

Thank you for the opportunity to work with the entire team on this Albany County Times Union Parking Garage Project. Kone Inc. is excited to propose and install Three KONE EcoSpace EB Passenger Elevators at the Albany County Times Union Center Parking Garage. Below is a price summary and breakout of each unit per the bid format:

**Base Bid — US COMMUNITIES PRICING**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>One Kone EcoSpace EB Duplex Elevator #1</td>
<td>$201,750.00</td>
</tr>
<tr>
<td>One Kone EcoSpace EB Duplex Elevator #2</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>One Kone EcoSpace EB Simplex Elevator #3</td>
<td>$178,250.00</td>
</tr>
<tr>
<td><strong>TOTAL (Tax Excluded)</strong></td>
<td><strong>$580,000.00</strong></td>
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</table>

Enclosed is a copy of our proposal documents for all three passenger elevators.

Thank you for the opportunity to submit our proposal for this project. We look forward to future discussions regarding our proposal. If you should have any questions, comments or concerns, please do not hesitate to call us.

Sincerely,

**Debbie Seufert**

Kone Inc.

Cc: Job File
Your trusted partner in People Flow™ Solutions with over 10,000 Machine Room-Less installations in the U.S. and over 440,000 installations worldwide.

KONE People Flow™ Solutions

- Best in class eco-efficiency
- Industry leading ride comfort
- Award winning design
- Comprehensive services to support every step of your project

Proposal submission for:
Date: 07/03/2019
Prepared by: Debbie Seufert
               Sr. Sales Consultant

Times Union Parking Garage - US Communities

KONE Inc.
25 Post Road
Albany, New York 12205

Tel: (518) 464-0002
Mobile: (518) 857-3709
Email: debbie.seufert@kone.com
Proposal number: T-0003150646

www.kone.us

07/03/2019
Ref: Times Union Parking Garage – US Communities (T-0003150648)

Dear Ms. Storm,

Thank you for your invitation to provide a Proposal for the above referenced project. We are proud to offer you a world class solution that best matches your building and comprehensive services to support you throughout your project. The KONE solution includes design, manufacturing, supply and installation of the following:

### Group 1

<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>Solution</th>
<th>Load</th>
<th>Speed Stops</th>
<th>Net Price / unit</th>
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<tbody>
<tr>
<td>ECOSPAC 18.1-1</td>
<td>1 x KONE EcoSpace</td>
<td>3500 LB</td>
<td>150 FPM, 6 stops</td>
<td>$201,750.00</td>
</tr>
<tr>
<td></td>
<td>6 Total Floors served /</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 Total Entrances</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ECOSPAC 18.1-2</td>
<td>1 x KONE EcoSpace</td>
<td>3500 LB</td>
<td>150 FPM, 6 stops</td>
<td>$200,000.00</td>
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<tr>
<td></td>
<td>6 Total Floors served /</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 Total Entrances</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Group 2

<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>Solution</th>
<th>Load</th>
<th>Speed Stops</th>
<th>Net Price / unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECOSPAC 18.1-3</td>
<td>1 x KONE EcoSpace</td>
<td>2500 LB</td>
<td>150 FPM, 5 stops</td>
<td>$178,250.00</td>
</tr>
<tr>
<td></td>
<td>5 Total Floors served /</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 Total Entrances</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sales Price, net excluding TAX**

$580,000.00

This Proposal is based upon and incorporates the following:

- Proposal and Pricing Summary (this page)
- Technical Specification
- Project Specific Clarifications
- General Conditions
• Proposal Approval
• Appendices

Bid Attachment A
Bid Attachment B

KONE Terms and Conditions
Work by Others

Our Proposal is based on the architectural drawings and specification (Division 14) and meets the
general intent of the project. Pricing is based on the contents specified in this Proposal and the
appendices which are incorporated into this Proposal. In the event of conflicts or inconsistencies
between this Proposal, the project drawings or the project specifications, this Proposal shall supersede
and prevail. This Proposal is valid for 30 days. Should you require any further information or
clarification, please do not hesitate to contact us.

Yours Sincerely,

Debbie Seufert
1 Technical Specification

<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>ECOSPAC 18.1-1 / Group 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Data</td>
<td></td>
</tr>
<tr>
<td>KONE Solution</td>
<td>1 x KONE EcoSpace</td>
</tr>
<tr>
<td>Capacity</td>
<td>3500 LB</td>
</tr>
<tr>
<td>Travel Speed</td>
<td>150 FPM</td>
</tr>
<tr>
<td>Travel Height</td>
<td>50 ft 0 in</td>
</tr>
<tr>
<td>Stops</td>
<td>The elevator stops at 6 floors and has 6 entrances arranged on the main access side.</td>
</tr>
<tr>
<td>Applicable Code</td>
<td>Carrying out of the installation in accordance with the safety rules for the construction and installation of elevators per: ASME A17.1-2013</td>
</tr>
<tr>
<td>Shaft</td>
<td></td>
</tr>
<tr>
<td>Shaft Size</td>
<td>8 ft 6 in wide x 9 ft 4.875 in deep</td>
</tr>
<tr>
<td>Pit Depth</td>
<td>5 ft 0 in</td>
</tr>
<tr>
<td>Overhead</td>
<td>13 ft 6 in</td>
</tr>
<tr>
<td>Shaft Counterweight Safety</td>
<td>Accessible spaces under the counterweight's passageway are not permitted without additional safety measures - No counterweight safety gear included.</td>
</tr>
<tr>
<td>Elevator Car</td>
<td></td>
</tr>
<tr>
<td>Interior Measurements</td>
<td>80 in wide x 66 in deep x 8 ft total cab height (not including ceiling)</td>
</tr>
<tr>
<td>Car Loading</td>
<td>The car is set up for loading on front side only.</td>
</tr>
<tr>
<td>Ceiling and Lighting</td>
<td>LF88 - Round LED 4SS, #4 Stainless Steel</td>
</tr>
<tr>
<td>Side &amp; Rear Walls</td>
<td>Vertical Alignment Car Walls: Scottish Quad - Textured Stainless Steel</td>
</tr>
<tr>
<td>Interior Front Wall Finish</td>
<td>4SS, #4 Stainless Steel</td>
</tr>
<tr>
<td>Car Flooring</td>
<td>Flooring provided by others (max 3 lb/ft - 1/2 thickness)</td>
</tr>
</tbody>
</table>
Handrail

Handrail is on Side & Rear Walls
ST, Round Steel
4SS-Brushed Stainless Steel

Car Lantern (jamb-mounted)

Car Lantern (jamb-mounted) included

Skirting

4SS, #4 Stainless Steel

Operating and Signal Elements (inside the car)

DOT-matrix
Scottish Quad
Metallic Black with White mark
Security for car calls
Key Switch Maintained

Doors

Door Measurements 42 (in) wide x 7 (ft) height

Door Design Single speed right hand

Elevator Car Door 4SS, #4 Stainless Steel

Car Door Sill Material Aluminum

Landing Door

<table>
<thead>
<tr>
<th>Landing Number</th>
<th>Floor Marking</th>
<th>Landing Wall Thickness</th>
<th>Landing Sill Material</th>
<th>Finish</th>
<th>HL/HLI</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 (Front)</td>
<td>6</td>
<td>10.25</td>
<td>AL, Aluminum</td>
<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern</td>
</tr>
<tr>
<td>5 (Front)</td>
<td>5</td>
<td>10.25</td>
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<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern</td>
</tr>
<tr>
<td>4 (Front)</td>
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<td>10.25</td>
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<tr>
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<td>Hall Lantern</td>
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<td>2 (Front)</td>
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<td>10.25</td>
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<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern</td>
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<tr>
<td>1 (Front)</td>
<td>*1</td>
<td>10.25</td>
<td>AL, Aluminum</td>
<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern Indicator</td>
</tr>
</tbody>
</table>
Operating and Signal Elements (at the landings)

Landing Call Station:
KSS140 series signalization
Additional Options:
Security keyswitch for landing calls

Control System Accessories

Fan Required
Emergency Battery drive included
Emergency exit contact in car
Fireman's drive
KONE remote monitoring
Pit ladder included

Machinery

Machinery Specification
The machinery is designed as a gearless, three-phase synchronous motor with integrated traction sheave.

Machine Output
9.4 HP

Nominal Supply Current
42 A

Starting Supply Current
46 A

Power supply, Machinery
3 x 208 V, 60 Hz

Power Supply, Car Light
120VAC, 60 Hz

Control System

Control System Principle (grouping)
Full collective Duplex

Controller Location
Remote Room
1st floor
Hoistway to controller (horz) [ft]: 20

Equipment Name
ECOSPACE 18.1-2 / Group 1

Main Data

KONE Solution
1 x KONE EcoSpace

Capacity
3500 LB

Travel Speed
150 FPM

Travel Height
50 ft 0 in
Stops
The elevator stops at 6 floors and has 6 entrances arranged on the main access side.

Applicable Code
Carrying out of the installation in accordance with the safety rules for the construction and installation of elevators per: ASME A17.1-2013

Shaft
Shaft Size 8 ft 6 in wide x 9 ft 4.875 in deep
Pit Depth 5 ft 0 in
Overhead 13 ft 6 in

Shaft Counterweight Safety Accessible spaces under the counterweight's passageway are not permitted without additional safety measures - No counterweight safety gear included.

Elevator Car
Interior Measurements 80 in wide x 66 in deep x 8 ft total cab height (not including ceiling)
Car Loading The car is set up for loading on front side only.

Ceiling and Lighting LF88 - Round LED
4SS, #4 Stainless Steel

Side & Rear Walls Vertical Alignment
Car Walls: Scottish Quad - Textured Stainless Steel

Interior Front Wall Finish 4SS, #4 Stainless Steel

Car Flooring Flooring provided by others (max 3 lb/ft - 1/2 thickness)

Handrail Handrail is on Side & Rear Walls ST, Round Steel
4SS-Brushed Stainless Steel

Car Lantern (jamb-mounted) Car Lantern (jamb-mounted) included

Skirting 4SS, #4 Stainless Steel
Operating and Signal Elements (inside the car)

DOT-matrix
Scottish Quad
Metallic Black with White mark
Security for car calls
Key Switch Maintained

Doors

Door Measurements 42 (in) wide x 7 (ft) height

Door Design Single speed left hand

Elevator Car Door 4SS, #4 Stainless Steel

Car Door Sill Material Aluminum

Landing Door

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<tr>
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<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern Indicator</td>
</tr>
</tbody>
</table>

Operating and Signal Elements (at the landings)

Landing Call Station: KSS140 series signalization

Control System Accessories

Fan Required
Emergency Battery drive included
Emergency exit contact in car
Fireman's drive
KONE remote monitoring
Pit ladder included

www.kone.us  T-003150646  8(20)
Machinery

Machinery Specification  The machinery is designed as a gearless, three-phase synchronous motor with integrated traction sheave.

Machine Output  9.4 HP

Nominal Supply Current  42 A

Starting Supply Current  46 A

Power supply, Machinery  3 x 208 V, 60 Hz

Power Supply, Car Light  120VAC, 60 Hz

Control System

Control System Principle (grouping)  Full collective Duplex

Controller Location  Remote Room
                   1st floor
                   Hoistway to controller (horz) [ft]: 20

<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>ECOSPACE 18.1-3 / Group 2</th>
</tr>
</thead>
</table>

Main Data

KONE Solution  1 x KONE EcoSpace

Capacity  2500 LB

Travel Speed  150 FPM

Travel Height  40 ft 0 in

Stops  The elevator stops at 5 floors and has 5 entrances arranged on the main access side.

Applicable Code  Carrying out of the installation in accordance with the safety rules for the construction and installation of elevators per:  ASME A17.1-2013

Shaft

Shaft Size  8 ft 7 in wide x 9 ft 6 in deep

Pit Depth  5 ft 0 in

Overhead  13 ft 6 in
Shaft Counterweight Safety
Accessible spaces under the counterweight's passageway are not permitted without additional safety measures - No counterweight safety gear included.

Elevator Car
Interior Measurements
80 in wide x 52 in deep x 8 ft total cab height (not including ceiling)

Car Loading
The car is set up for loading on front side only.

Ceiling and Lighting
LF88 - Round LED
4SS, #4 Stainless Steel

Side & Rear Walls
Vertical Alignment
Car Walls: Scottish Quad - Textured Stainless Steel

Interior Front Wall Finish
4SS, #4 Stainless Steel

Car Flooring
Flooring provided by others (max 3 lb/ft - 1/2 thickness)

Handrail
Handrail is on Side & Rear Walls
ST, Round Steel
4SS-Brushed Stainless Steel

Car Lantern (jamb-mounted)
Car Lantern (jamb-mounted) included

Skirting
4SS, #4 Stainless Steel

Operating and Signal Elements (inside the car)
DOT-matrix
Scottish Quad
Metallic Black with White mark
Security for car calls
Key Switch Maintained

Doors
Door Measurements
42 (in) wide x 7 (ft) height

Door Design
Single speed right hand
Elevator Car Door 4SS, #4 Stainless Steel

Car Door Sill Material Aluminum

Landing Door

<table>
<thead>
<tr>
<th>Landing Number</th>
<th>Floor Marking</th>
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<td>10.25</td>
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</tr>
<tr>
<td>3 (Front)</td>
<td>4</td>
<td>10.25</td>
<td>AL, Aluminum</td>
<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern</td>
</tr>
<tr>
<td>2 (Front)</td>
<td>3</td>
<td>10.25</td>
<td>AL, Aluminum</td>
<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern</td>
</tr>
<tr>
<td>1 (Front)</td>
<td>*2</td>
<td>10.25</td>
<td>AL, Aluminum</td>
<td>4SS, #4 Stainless Steel</td>
<td>Hall Lantern Indicator</td>
</tr>
</tbody>
</table>

Operating and Signal Elements (at the landings)
- Landing Call Station: KSS140 series signalization
- Additional Options: Security keyswitch for landing calls

Control System Accessories
- Fan Required
- Emergency Battery drive included
- Emergency exit contact in car
- Fireman's drive
- KONE remote monitoring
- Pit ladder included

Machinery
- Specification: The machinery is designed as a gearless, three-phase synchronous motor with integrated traction sheave.
- Machine Output: 6.9 HP
- Nominal Supply Current: 28 A
- Starting Supply Current: 38 A
- Power supply, Machinery: 3 x 208 V, 60 Hz
- Power Supply, Car Light: 120VAC, 60 Hz
Control System

Control System Principle (grouping) Full collective Simplex

Controller Location Remote Room 1st floor Hoistway to controller (horz) (ft): 20
Project Specific Clarifications

- Kone Standard EccSpace Specification and materials
- W8x28 Hoist beam and Safety tube furnished by KONE, installed by others
- Pit ladder supplied and installed by Kone
- Rail inserts provided by Kone installed by others
- Hall Position Indicators provided at main landing, directional arrows at all other landings
- Hall pushbutton finish - #4 Stainless Steel finish. One riser/hall station per landing included
- Cab height 8 feet
- Main Power supply 208 volts (480 Volts can be an option and is MORE energy efficient)
- Kone standard KSS 140 Vandal Resistant fixtures/buttons included
- Slide guides included
- Standard Steel cables for hoisting purposes
- Extruded Aluminum Sills included no angle brackets required
- Kone standard scottish quad textured stainless steel cab panels included.
- Kone standard Flat handrail on side and rear walls.
- Maximum travel 50 ft 0.00 in– all travel distances need to be verified
- Kone Standard LF-88 - LED, #4 Stainless Steel
- Kone operating panel is #4 brushed stainless finish. One per cab
- Hoistway and cab entrance is the Kone Standard 42" wide by 7 feet tall
- Kone Standard KRMS (Kone Remote Monitoring System) included in 1 year warranty period
- Temporary use of the elevators is excluded from this proposal. See additional Considerations
- Proposal based on installation completion 2020 with 2020 labor rates.
- Elevator flooring material not to exceed 3.0 psf
- Elevator designed to seismic category B; (Non-Seismic).
- Standard Kone material specifications
- A set of protective cab pads included
- 12 months of Maintenance and Warranty included from Final Acceptance
- Hoistway Doors and Hoistway door frames #4 Brushed Stainless Steel
- Cab Door finish is #4 Brushed Stainless Steel
- Overtime is not included.
- Pit depth required to be 5 feet.
- Clear overhead required 13'-6" Minimum
- Emergency battery backup system included.
- Removal of existing elevator included.
- Maintained keywitches in both the COP and the hall stations
- Elevators 1 & 2 are Stretcher Complaint per ASME 17.1-2013 and NYS Building Code 3002.4
- A Fire Status panel is not included, but can be priced as an option if required.
- A Remote Control Closet is required – Reusing the existing machine room is intended.
- KONE can participate but shall not be required provide a credit for its participation in the CCIP, as KONE’s GL and Excess policies are flat rated and the premium is not adjusted for changes in the exposure base or for participation in a CCIP program. In addition, KONE is unable to provide any loss runs or a copy of KONE’s insurance policies
- Kone will only participate in a PLA if previously accepted by the IUEC. Additional costs may be associated.
- Notwithstanding anything to the contrary contained in the Contract Documents, prior to turnover, Subcontractor requires a signed Final Acceptance Form and receipt of a Final Punchlist for the Project from all parties. At the time of equipment turnover, Subcontractor must be paid in full, less 5% maximum retention, the Subcontract Price including all unpaid Change Orders or outstanding change directives.
- Any additional site safety training or orientation exceeding 1hr at the start of the project may result in an additional cost.
• Any required daily or weekly safety requirements above and beyond KONE’s standard procedure may result in an additional cost.
• Final payment including retention is due 30 days after Final Acceptance of the elevator. If payment is not received within 30 days, warranty and maintenance services could be suspended until payment is received.
• Our proposal is based upon execution of a KONE Care extended maintenance agreement with the construction contract. The terms of this agreement shall be honored during the warranty period and include KONE Care with 24/7 Connect, wireless and 24/7 phone monitoring. Please find KONE Care 24/7 Connect detail attached.
• Air Monitoring of the elevator pit will be completed by the GC if required. Once Kone is on site we will document the daily reading completed by the GC. Kone will provide our Standard documentation noting that the elevator pit is classified as a non-permit required confined space.
• Kone will provide silica testing and safety documentation if required.
• This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, if further tariff legislation impacts the work included in this proposal, and KONE’s price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.
• Payment and Performance Bonds are not included in proposal. If desired it’s an additional $6 per $1000 of final contract value.
• A 50% down payment is required prior to any equipment being released for fabrication. See Payment terms for additional details.
• Any Shop Drawings or Submittals provided by KONE for the Project will be deemed to have been reviewed, accepted and certified by the Consultant, Construction Manager, General Contractor, Architect or Owner (or any one or more of these parties, as the case may be), as being accurate and in conformity with the Contract Documents, provided there is no written objection, clarification, or comment to be addressed, within ten (10) calendar days, by any party as to the accuracy of said Shop Drawings or Submittals. Notwithstanding anything to the contrary, any disclaimer by the Consultant, Construction Manager, General Contractor, Architect or Owner as to their responsibility for confirming the adequacy, accuracy and completeness of the Shop Drawings or Submittal shall be null and void. KONE will not be liable for any loss, damage, claim or delay resulting from any error or omission in the Shop Drawings or Submittals after the ten (10) day period mentioned above.
• The Owner (or General Contractor) shall pay for all reasonable costs incurred by KONE due to any requirement to perform work out-of-sequence, or to accelerate the schedule as a result of any event beyond KONE’s control. If additional labor is required, this shall be charged accordingly, but will be subject to the availability of qualified personnel. Notwithstanding the foregoing, any request for KONE to accelerate the schedule or work out-of-sequence, must be agreed to by the parties and evidenced by a written change order prior to any changes taking effect. KONE shall not be required to provide evidence of inefficiencies in its Work.
• KONE shall not be required to proceed with any Contractor initiated change to the Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order signed by both parties. However, should KONE be directed to proceed with Extra Work pursuant to the Contract without a fully executed Change Order, work by KONE is conditioned upon prompt conversion of the Extra Work to a fully executed Change Order. If the Extra Work in the aggregate exceeds 5% of the original contract price, KONE and Contractor shall meet within 5 business days of KONE's request for a meeting, and either party may request the Owner to attend this meeting. If no mutually acceptable Change Order is signed by both parties, KONE may suspend work and pull off site immediately without consequence to KONE. No action by KONE, including but not limited to performing Extra Work without an executed Change Order, shall be construed to be a waiver of its right to seek payment for the Extra Work performed, obtain a change order at a later date, or seek an extension of time for performance. KONE will not be required to proceed with Extra Work if there is a reasonable safety concern, a product limitation, or it is unreasonable, in KONE's judgment, to proceed.
- Contractor/Owner must provide KONE with five (5) days written notice of any event or occurrence giving rise to any back-charges, withholding, set-off, or claim assessed against KONE. The failure to provide such notice shall result in Contractor/Owner expressly waiving any and all rights to seek back charges or any other damages or remedy for such event or occurrence.

Additional Options:
- Emergency Battery Powered lowering device an additional $6,500/elevator (Cannot have both Battery and Generator)
- Hall Position Indicators at all landings; an additional $3,750/elevator
- Increased Elevator cab to 9' with 6' door entrances is an additional: $4,500.00/elevator
- Increased Elevator cab to 10' with 9' door entrances is an additional: $6,500.00/elevator
- Card Reader Interface is an additional $3,000/ elevator (Actual Card reader provided by others) If you are to add a card reader it will need to be provided and installation coordinated a minimum of 2 weeks after elevator installation has begun

Schedule Proposal

Proper scheduling enables smooth, safe and on time installation. This Proposal is conditioned upon KONE using our standard installation method. All work to be performed during normal business hours, excluding IUEC holidays (overtime will be additional cost). Based on the information as of the date of this Proposal, we propose the following schedule:

<table>
<thead>
<tr>
<th>Preparation of Submittals</th>
<th>2 weeks</th>
<th>From receipt of contract and first payment.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Review</td>
<td>4 weeks</td>
<td>From receipt of full contract package, EVERY referenced document required.</td>
</tr>
<tr>
<td>Approval of Submittals</td>
<td>TBD</td>
<td>Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing that all submittals are approved and manufacturing can commence. All finishes and features are to be decided at the time of submittal approval.</td>
</tr>
<tr>
<td>(customer contingent)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturing and Delivery</td>
<td>10-14 weeks</td>
<td>From receipt of submittal approval and an executed contract. KONE's policy is NOT to release equipment to Manufacturing until the contract is fully executed by both parties. Note: Our factory has 2 week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add 2 weeks to the manufacturing time.</td>
</tr>
<tr>
<td>Notice to commence on site and Site Check</td>
<td>2 weeks</td>
<td>Prior to starting the installation, KONE requires 2 week notice to inspect the shaft to ensure it fulfills the requirements set by KONE for commencing installation. Site Check will be performed in the 2 weeks before installation begins.</td>
</tr>
<tr>
<td>Installation</td>
<td>8 weeks</td>
<td>Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.</td>
</tr>
<tr>
<td>Testing and Commissioning</td>
<td>1-2 weeks</td>
<td>Sufficient, clean 3-phase power, active phone line to the controller and all life safety provided by others is needed for testing/commissioning.</td>
</tr>
</tbody>
</table>

www.kone.us

T-0003150646

15(20)
Payment Terms
50% payment is required prior to any equipment being released for production. 95% Payment is required prior to scheduling of testing/turnover of equipment. Proposal price is valid with the following payment terms (Payment due date is 30 days net):

50%  Engineering & Site Management
30%  Material
20%  Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you. Payment via a credit card is subject to additional fee’s up to 5%.

General Conditions

Contract terms shall be in accordance with Bid Attachment A, which is incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification:

TERMS & CONDITIONS:

If this Proposal is not acceptable, contract terms and project schedule are to be mutually agreed between KONE Inc. and your firm, and the price shall be adjusted accordingly. Any pictures or images included in this Proposal are for information purposes only.

Please note: This proposal is inclusive of an equitable adjustment in price in accordance with the known impact of recent U.S. tariffs in effect at the time of this proposal. After the date of this proposal, if further tariff legislation impacts the work included in this proposal, and KONE’s price or time to perform the work, KONE shall be entitled to an equitable adjustment in contract price and a time extension to complete its work commensurate with the impact.

SOURCING:

This Proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our Proposal.
Site Preparation

To ensure the agreed schedule and safety on site, KONE requires the following conditions fulfilled two (2) weeks prior to our commencement on site (please see Attachment B for more detailed site requirements):

ACCESS & STORAGE: Adequate access for delivery of elevator material + clean/dry storage space.

HOISTWAY CONSTRUCTION: The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others.

BARRICADES: Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.

POWER: Permanent or temporary 3-phase and single phase power of permanent characteristics with disconnect switches.

HOISTBEAM: A hoist beam and safety beam (furnished by KONE) must be installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).

LIGHTING: Applicable work areas must have adequate lighting.

FINISHED FLOOR MARKS: Visible from the hoistway openings at all landings.

Additional Considerations

The following items should be considered when planning for the material delivery, installation and complete project construction:

COMPLETION: The price is based on all work being completed in 2020, and a material manufacturing start, no later than 6 months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

REMOBILIZATION: A $4000 remobilization fee may be charged for each occurrence where KONE must return to the jobsite, due to causes beyond our control, in order
to perform or complete our work.

STORAGE/DELIVERY: This Proposal is based on shafts being handed over to KONE in accordance with KONE requirements on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the jobsite requirements are not complete, KONE will not deliver the unit to the job site. If we are unable to unload at the jobsite on the scheduled date, you will be responsible for additional costs for off-site storage ($1,600/month per unit) and/or labor for double handling of the materials ($4,000). Additionally, this Proposal is based upon the ability of KONE to unload materials at the job site and begin installation at that time. If these items are not in place at time of delivery, KONE may not be available to begin the installation for up to an additional 6 weeks (after site preparation is complete) due to labor re-allocation. Any labor associated with relocation of material (once stored onsite) is not included in this Proposal.

OPERATOR TIME: KONE is unable to estimate the amount of operator time needed by other trades. Unless a specific amount is specified elsewhere in this proposal, KONE has not included any operator time. If the General Contractor (or other subcontractors) requires access to the shaft or the use of the elevator platform for any reason (prior to Final Acceptance – after which, standard KONE service rates will apply), KONE will provide an operator for an additional charge of $250/hour (straight time) or $500/hour (OT). Availability of an operator will be determined at the time of the request. The agreed schedule shall be extended by the time needed by other trades for access to the shaft.

TEMPORARY USE: Our proposal does not include any temporary use of the elevator. Should temporary use be required, a monthly fee of $3,000/elevator, plus a fee of $2,500 for each temporary inspection will be applicable. A fee of $2,000 for screening the hoistway (only applicable on multi-car hoistways) and any costs for readjusting/refurbishment is required. In addition, you and/or the General Contractor will protect the elevators, provide electrical service, a temporary car enclosure, protection of elevator hoistway openings, an operator (if needed) and clean down and turnover the elevator in a “like new” condition upon completion of temporary use. Furthermore, the KONE Temporary Use Form shall be executed before any elevator is placed into temporary service. KONE requires 1-2 weeks of uninterrupted use of the elevators prior to final turnover.

HOISTWAY CLEANING: KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft, but can provide a price if conditions warrant.

OTHER TRADE WORK: KONE is unable to estimate the amount of on-site mechanic labor required to coordinate the work of other trades. Thus, KONE has not included any additional time and/or costs (outside of the equipment installation and inspection time) for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and/or additional costs incurred by additional time expended for coordination with
other trades.

PHONE:
We are offering our standard, one hands-free ADA compliant speakerphone per cab; it will automatically dial to a determined location. A KONE KRMS monitoring agreement must be completed, (either accepting or denying KONE's monitoring service) 2 weeks prior to inspections.

INSPECTIONS:
Our Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to work by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

MAINTENANCE:
Our Proposal includes 12 months of KONE standard maintenance including regular time callback service. This commences on the date of acceptance set forth in the Final Acceptance Form. For long-term reliability, a continuing maintenance agreement will be necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE maintenance contract after the initial KONE maintenance expires.
Proposal Approval

We have read in full and approved the content of this Proposal and its appendices for project Times Union Parking Garage – US Communities, Proposal No. T-0003150646.

Customer
Albany County Department of General Services
112 State Street
Albany, New York 12207

Date: ____________________________ Date: ____________________________

________________________________________  __________________________________________
Signature  Signature

Printed Name:
Contractor KONE Inc.
Albany Office
25 Post Road
Albany, New York 12205

Date: ____________________________ Date: ____________________________

________________________________________  __________________________________________
Signature  Signature

Debbie Seufert
Printed Name:
1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, based on benchmarks as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 30% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third party payments to Customer. Customer shall reimburse KONE for all costs of collection, including court costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 3% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Tax or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor re-allocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable. KONE shall not participate in a composite clean-up crew or any costs therefor. KONE shall not attend jobsite meetings until mobilized onsite.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequencework.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, wind, theft or vandalism, Customer shall compensate KONE for said damages. KONE shall abide by Customer’s safety policies and procedures to the extent such policies and procedures are not in conflict with KONE’s Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades prior to Equipment turnover.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover. Customer executes KONE’s Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in “like new” condition.

7. HAZARDOUS MATERIALS

KONE’s work shall not include any abatement or disturbance of asbestos containing material (“ACM”), presumed asbestos containing materials (“PACM”), or other hazardous materials (i.e. lead, PCBs (collectively “HazMat”). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, are covered in order for KONE to perform its work shall be Customer’s sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE’s Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE’s work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may take possession and remove any or all of KONE’s works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE’s work and Equipment passes to Customer upon delivery to the site or off-site storage. Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE’s expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.
10. DELAY
KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE’s control, including, but not limited to, acts of government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, flood, floods, inclement weather, riot, civil commotion, war, malicious mischief, or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE’s work beyond the end of the current calendar year. Customer is on notice that HEC labor rates increase annually.

11. LIMITED WARRANTY
For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer’s use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer’s remedy is limited to repair or replacement of a defective part, in KONE’s sole discretion and it excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. INDEMNIFICATION
KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use (“Claims”) due to bodily injury, including death, or tangible property damage (other than the Project or KONE’s work itself) to the extent caused by KONE’s negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY
KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. Customer may use a non-exclusive, non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE’s prior written consent. KONE shall not provide any information such as KONE’s internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

14. INSURANCE
In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap-Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE’s review of the proposed program. The insurance requirements contained in the wrap-up program’s manual shall govern as the only insurance requirements for this Project. In the event that the wrap-up insurance program is terminated before completion of KONE’s Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap-Up Insurance Program’s Manual and any applicable enrollment documents. If KONE’s primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE’s excess coverage does not follow form although typically provides broader coverage than KONE’s primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor’s and Moody’s financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY
In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs, either compensatory or incidental, lost or prohibited benefits), except in cases where the damages are caused by KONE’s gross negligence or willful misconduct.

16. CONCEALED OR UNKNOWN CONDITIONS
If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. BACKCHARGES
KONE shall not be responsible for backcharges unless Customer provides at least 2 business days’ written notice prior to incurring such charges, supporting documentation and such charges directly arise out of KONE’s failure to perform under the Proposal.

18. TERMINATION
If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in none event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION
The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration/mediation proceedings.

20. PRICE ADJUSTMENT
KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS
This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer’s drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal shall be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.
Dedicated to People Flow

Bid Attachment “B”
Site Safety Requirements/ Work by Others

Purchaser to provide the following in accordance with code requirements-

NOTE: All site preparation that is required to be in place prior to KONE’s start must be ready two (2) weeks prior to the start of installation.

General
1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE’s exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE’s approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec. 2.14.2.1)
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSABA44 sec. 2.14.1.8, ANSI Z97.1/CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weatherproof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.

Safety
10. Provide adequate, rollable access (clear path without obstructions, walls, etc.) into the building for delivery of the elevator material. Clean, safe, secure and dry storage is required adjacent to the hoistway at grade level with minimum space of 20’ x 20’ (6m x 6m) per elevator.
11. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions across all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
12. Provide and install full-covering entry protection as per local requirements and manufacturer’s requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
13. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE-provided 5” x 5” x 3/8” (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
14. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29 CFR1926.1052 or any applicable local code.
15. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29 CFR1926.502 or any applicable local code.

Hoistway
16. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2” [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0” + 2” [-0 mm +50 mm]).
17. Provide hoistway ventilation per code requirements (eg, IBC sec 3004.1). For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
18. Provide any partitions between common hoistways if applicable.
19. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than .048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard in and plumb. (ASME A17.1/CSA B44: §3141.7. General Requirements.)
20. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and/or any applicable local code.

21. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser’s expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser’s expense.

22. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reaplication of fireproofing will be at purchaser’s expense.

23. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in California and District of Columbia.

24. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).

25. KONE entrance jams are non-ferrous and material may not be attached to them (i.e. fire doors/curtains).

26. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or “special finish” walls.

NOTE: If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.

27. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed.

NOTE: Traditional angle or concrete sill support is not required.

28. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete “Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping,” CONSTR-07-0675.

29. Fire service access elevators per code requirement (IBC 406.3.1) shall be provided with hoistway lighting per code requirement (IBC 3007.6.2). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. (applicable only in jurisdictions enforcing the IBC Building Code)

30. For elevators installed in jurisdictions enforcing IBC 2012 and later editions: Fire Service Access Elevators require both a Normal Power Source and a Type 60/Class 2/Level 1 Standby Power Source for the following: elevator equipment, elevator hoistway lighting, elevator machine room HVAC equipment and elevator controller cooling equipment (per IBC 406.3.1 and 3007.9).

31. Provide suitable, permanent lighting for control space with light switch located within 18” [457 mm] of strike jamb side of control space door where practical. Electric lighting shall have a minimum lighting intensity of 200 lX (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.

32. If the control space is located remote from the elevator hoistway top landing the following may apply:
   a. If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.

   b. Provide suitable lighting in or above the machine space access with light switch located within 18” [457 mm] of strike jamb side of access space door where practical. When permitted by state and local code the light switch should also control the machine space lighting.

   c. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR ANY APPLICABLE LOCAL CODES.)

   d. In cases where a battery lowering device is provided, control cabinet may not be adequate. Please consult KONE representative.
33. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).

34. Provide and install light switch located at manual brake release location; may also be required in control space per local jurisdiction.

35. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 1.1 m (36 ft.) between entrances (single blind hoistway), emergency doors(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1/CSA-B44 Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and Section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 230VAC @ 3 amp circuit. Consult KONE representative if there are any questions concerning the code requirements.

36. Provide a legal, dry and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads.)

37. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m³/h) per elevator.

38. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version. Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.

39. Provide a dedicated pit circuit with GFCI-protected 15 or 20-amp 120V AC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approve layout drawings (NFPA 70 article 620.850R, CEC article 38.85 whichever is applicable).

40. Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).

41. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE with EcoSpace units; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.

42. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.

43. Canadian Applications – Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.

44. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54 / 620.53 / 620.51d, CEC articles 38.54/38.53/36.51d).

45. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase permanent power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.

46. Provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway. Consult your KONE representative for confirmation of location and type of temporary power.

47. When generator is used to provide 3-phase 480/208 VAC (USA) or 575/208 VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.

NOTE: Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/-10% when measured phase-to-phase and +/-10% when measured phase-to-ground.

48. Provide a dedicated 115VAC, 20 amp circuit in the fire command room piped and wired to the lobby panel where applicable.

49. Provide two (2) dedicated 15 amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet; one for car lighting, and one for system communications device. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

50. Provide separate 115 VAC 15 amp branch circuit for KGC (KONE Group Control), when specified, powered by building emergency power system, when applicable.

51. Provide separate 115 VAC 15 amp branch circuit for Polaris (Destination Control System) shaft power when specified, powered by building emergency power system, when applicable.

Control Space/ Machine Room

52. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation the temperature in the control
space must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.

53. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3).

54. If control space is adjacent to the hoistway, provide all applicable sleeves, or penetrations, located per control space plan view on the KONE final layout drawings.

55. Provide a clean and dry elevator machine room.

56. If applicable, provide a governor access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.

57. Provide suitable lighting for control space with light switch located within 18” [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.

58. Provide dedicated GFCI-protected 120VAC 20-amp duplex (15 amp in Canada) outlet next to each signal control cabinet.

59. KONE K RMS form shall be fully executed and returned to KONE one (1) week prior to inspection.

60. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.

Note 1: If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position, and is normally open (NO) when power is in the OFF position.

Note 2: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position. NOTE: Shunt trip not allowed in Canada and some US jurisdictions.

61. Provide a Direct-in-Dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator machine room. GC/Owner may elect to have a separate analog line installed (one per elevator), or GC/Owner may elect to provide DID lines from an Analog Station Card in the building’s PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/Owner shall be in compliance with the requirements of ASME A17.1/CSA B44, local codes and applicable law, as amended.

62. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.

63. Provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire.)

64. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to controller for each group listed above.

65. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.

66. Provide heat detectors and "shunt-trip operation" when sprinklers are to be provided in machine room or hoistway, (ASME A17.1 sec 2.8.2.1.2; NFPA 13 sec 4-13.5, ASME A17.1 sec 2.8.2.3.1, ASME A17.1 sec 2.8.2.3.2, NFPA 72).

67. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.

68. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).

69. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada)

Integrated Control Solution (ICS)

70. Provide a completely open front wall at top landing with access as indicated on the KONE final layout drawings. Must have adequate temporary or permanent lighting for installation purposes. NOTE: The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front top FAED for details and wall type and minimum dimensions.

71. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.

72. Provide safe and convenient rollable access to top floor elevator lobby area. (ASME A17.1/CSA B44 sec 2.8.2; ASME A17.1/CSA B44 sec 2.7.3)

73. Provide all applicable sleeves, or penetrations, located per ICS panel plan view on the KONE final approved layout drawings.

74. Provide a clean and dry elevator lobby at top landing.

75. If applicable, provide an access door of size and location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-
Bid Attachment “B”

Site Safety Requirements/ Work by Others

76. Provide suitable lighting for ICS panel area with light switch located within 18" [457 mm] of elevator entrance door where practical. When permitted by state and local code the light switch should also control the machine space lighting.

77. Provide dedicated GFCI-protected 120VAC 20-amp duplex (15 amp in Canada) outlet next to each ICS panel control cabinet located as shown on layouts.

78. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided. 

Note 1: If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position. NOTE: Shunt trip not allowed in Canada and some US jurisdictions.

79. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase permanent power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.

80. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the top landing for communication. GC/Owner may elect to have a separate analog line installed (one per elevator), or GC/Owner may elect to provide DID lines from an Analog Station Card in the building’s PBX system. If GC/Owner provides a Direct Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/Owner shall be in compliance with the requirements of ASME A17.1/CSA B44, local codes and applicable law, as amended.

81. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator ICS Panel in each group.

82. Provide emergency power transfer switch and power change pending signals as required—2 Normally open dry contacts from transfer switch to primary elevator ICS panel (2 pairs plus ground wire). 1 Contact closes to signal emergency power present, 1 contact closes to give 30 second pre-signal prior to transfer switch change.

83. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector, and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, wiring, to primary elevator ICS Panel for each group listed above.

84. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies.

85. Provide heat detectors and "shunt-trip operation" when sprinklers are to be provided in top floor elevator lobby or

hoistway, (ASME A17.1 sec 2.8.2.1.2, NFPA 13 sec 4-13.5, ASME A17.1 sec 2.8.2.3.1, ASME A17.1 sec 2.8.2.3.2, NFPA 72).

86. Non-elevator related piping and equipment is prohibited in hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).

87. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of A17.1/B44, rules 2.27.3.2.1 (b) and 2.27.3.2.2 (b).

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1 ICS CONTROL ENCLOSURE IS VENTED INTO THE HOISTWAY, THEREFORE A FIRE ALARM INITIATING DEVICE (FAID) IS REQUIRED IN THIS PORTION OF THE CONTROL SPACE.

2 A FIRE ALARM INITIATING DEVICE (FAID) IS REQUIRED IN THE LOBBY AREA TO PROTECT THE CONTROL SPACE WHEN ICS IS OPEN.
KONE Access Control (if provided)
88. Provide two (2) dedicated 15 amp 120VAC fused service with ground in the control space connected to designated ACS cabinet(s) per the ACS wiring diagrams. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
89. If Mobile Device feature is provided, the customer provides the site-specific configuration cards and two valid mobile credentials for testing to KONE during installation.
90. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD) and LAN Infoscreen.

Turnstile Integration for Polaris (If provided)
91. Provide one (1) dedicated GFCI protected 120VAC 20-amp (15 am in Canada) duplex outlet for PeopleFlow Servers per the wiring diagrams.
92. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.
93. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD) and LAN Infoscreen.
94. Provide and install the required number and size conduit runs from elevator hoistways to turnstile banks. See turnstile integration specifications for site specific requirements.

3rd Party Access Integration/Security (If provided)
95. Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
96. Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
97. A designated 115V 15A circuit is required at each of the remote monitoring stations.
98. Any required interface software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
99. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

Polaris Destination Dispatching (If provided)
100. Provide one (1) dedicated 15 amp 120V AC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for shaft power. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
101. When Polaris (Destination Dispatch) is used, provide one (1) separate 115 VAC 15 amp branch circuit for KGCs (KONE Group Controls), one for each KGC, powered by building emergency power system, when applicable.
102. Provide IP addresses per KONE LAN schedule. At a minimum, provide two IP addresses for each elevator group.

E-Link (If provided)
103. A designated 115V 15A circuit is required at each of the remote monitoring stations.
104. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.
105. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD) and LAN Infoscreen.

KONE RemoteCall (If provided)
106. Provide one (1) dedicated CFCI protected 120VAC 20-amp duplex (15 am in Canada) outlet per the RemoteCall wiring diagrams.
107. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.
108. Provide one (1) public IP v4 address that can be accessed via the Internet.
109. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN.
FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.
B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor’s proposal shall provide all work at the prices contained in Contractor’s Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone: (816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531-5523
E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

Facility Repair & Maintenance Contract Part 1 102014

Contract Central

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courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women’s Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City’s Construction Employment Program as enacted in City’s Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor’s compliance with this provision is a material part of this Contract.

Contractor shall comply with City’s Workforce Program Reporting System requirements. Contractor shall use City’s Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City’s provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City’s Minority and Women’s Business Enterprise Program as a result of the Subcontractor’s failure to comply with any of the requirements of the provisions of Chapter 3 of the City’s Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor’s own acts and omissions.
D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;
   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the “Law”); and
   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and
   c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth the Subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s:
"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased
or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor become due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed
whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City’s original notice shall be deemed final. If Contractor responds to City’s notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers’ means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. “Nonrestrictive States” means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor’s obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A - RFP EV2516
Attachment B - Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
   i. Exhibit 1: City of Kansas City Special Requirements
   ii. Exhibit 2: City of Kansas City Pricing Schedule
   iii. Exhibit 3: National Pricing Schedule
   iv. Exhibit 4: Participating Public Agency Service Level Agreement

Attachment F - 00620 Insurance Certificate
THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO
Attachment G – HRD Forms & Instructions
  00440 HRD 5: Construction Contract HRD Instructions
  00450 HRD 8: Contractor Utilization Plan/Request for Waiver
  00450.01 Letter of Intent to Subcontract
  00460 HRD 10: Timetable for MBE/WBE Utilization
  00470 HRD 11: Request for Modification or Substitution
  00485 HRD Monthly Reporting Forms
Attachment H – Bonds
  00610 Performance and Maintenance Bond
  00615 Payment Bond
Attachment I – 00830 Wage Rate Requirements
  Annual Wage Order #25
    County – Cass, Clay, Jackson, Platte or Ray
    Work Type: State – Heavy
    State – Building
Division of Labor Standards Rules & Regulations
  01290.08 Wage Rate Verification Questionnaire
  01290.09 Subcontractors and Major Material Suppliers List
  01290.11 Daily Labor Force Report
  01290.14 Contractor Affidavit for Final Payment
  01290.15 Subcontractor Affidavit for Final Payment
Attachment J – 00560 Missouri Project Exemption Certificate
  00560.01 Kansas City Missouri Tax Exempt Certificate
Attachment K – 00630 Revenue Clearance Release Authorization
Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR’s facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR’s hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases.
made by CITY during the disaster and CONTRACTOR shall not charge CITY any
additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR’s internal and external
resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR’s facilities shall stay
open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional
CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR’s Call
Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR’s suppliers to
provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses
incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in
meeting any and all documentation requirements of the Federal Emergency
Management Agency (FEMA).
THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor
By: 

Title: Senior Vice President

Date: Nov 19, 2018

KANSAS CITY, MISSOURI
By: 

Title: Manager of Procurement Services

Date: 12/4/2018

Approved as to form:

Assistant-City Attorney
PART II
FACILITY REPAIR & MAINTENANCE CONTRACT

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. Contractor's Agents means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. City means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all negligent acts or omissions in connection with this Contract but only to the extent caused by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

   a. Severability of Interests
   b. Contractual Liability
   c. Per Project Aggregate Liability Limit
   d. No Contractual Liability Limitation Endorsement
   e. An Owners and Contractors Protective Liability Policy (OCPL).

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

   Workers' Compensation Statutory
   Employers Liability $100,000 accident
   with limits of:
   $500,000 disease-policy limit
   $100,000 disease-employee

3. Commercial Automobile Liability Insurance: with a limit of $1,000,000, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as
to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of $2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “A-V” or better, and are licensed or authorized by the State of Missouri to do business in Missouri.

D. Contractor’s failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor’s failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City’s rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer’s and workers’ compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri’s choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor’s completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City’s property.

C. If this Contract is terminated prior to Contractor’s completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination.
and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City’s Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City’s Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City’s Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director’s decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director’s decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator’s fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City’s performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City and Contractor.

Sec. 11. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.
Sec. 12. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. Records.

A. For purposes of this section:

1. “City” shall mean the City Auditor, the City’s Internal Auditor, the City’s Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. “Record” shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.


Sec. 15. Tax Compliance. Contractor shall provide proof of compliance with the City’s tax
ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds $150,000.00.

Sec. 16. Assignability or Subcontracting.

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19. Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20. Employee Eligibility Verification. If this contract exceeds five thousand dollars ($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xp/reports/programs/eq_118522.pdf. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21. Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.
Sec. 22. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 23. Escalator Technical Survey. Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work. Contractor’s price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during Contractor’s technical survey, City will immediately remove the unit from service until repairs are performed. City agrees to indemnify, defend, and hold Contractor harmless for any claims arising out of City’s failure to comply with Contractor’s recommendations and proposal. If City does not immediately approve Contractor’s proposal or recommendation, Contractor reserves the right to terminate this Agreement without penalty.

Sec. 24. Hazardous Materials. Notwithstanding anything contained to the contrary within this bid or contract, Contractor’s work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively “HazMat”). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the City’s sole responsibility and expense.

Sec. 25. Consequential Damages. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised
of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

Sec. 26. Force Majeure. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Sec. 27. Intellectual Property. All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.
Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4(collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

<table>
<thead>
<tr>
<th>Location Address</th>
<th>Elevators</th>
<th>Escalators</th>
<th>Other</th>
<th>Pricing</th>
</tr>
</thead>
</table>

**KRMS-Elevator Phone Monitoring**

**Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.**

NSA-00-0036 12/2018
APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of

PROPOSED SCOPE OF WORK:
ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: TBD

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

(Print Name)

(Print Title)

Date: __/__/__

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By)  Authorized Representative

(Title)

Date: __/__/__
July 1, 2019

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

Dear Mr. Joyce,  

The Albany County Water Purification District (District) is requesting approval to enter into a Memo of Understanding (MOU) with the Albany Water Board (Board) specific to the Board’s Beaver Creek Clean River Facility project that will be located in Lincoln Park.  

The Beaver Creek facility will screen floatables and disinfect wastewater from combined sewer overflows from the Beaver Creek Sewer District. The separated floatables and screenings will be redirected to the District’s South Plant for processing. The MOU shall outline the necessary improvements to District’s South Plant, namely:  

- Installation of three new mechanical bar screens and associated screenings conveyance systems.  
- Installation of double ball check valves on the existing primary pumps.  
- Purchase of a new dumpster truck and three dumpsters.  

The cost of these improvements will be borne by the Board and the Albany Pool Communities as this project is part of the Albany Pool Long Term Control Plan. This agreement also serves as a great example of shared services among government agencies.  

Very truly yours,  

Angelo S. Gaudio  
Executive Director  

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

Description (e.g., Contract Authorization for Information Services):
Requesting Authorization to enter into a Memorandum of Understanding (MOU) with the Albany Water Board (Board) specific to the improvements required at the District's South Plant as part of the Board's Beaver Creek Clean River Facility project.

Date: 07/01/2019
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-447-1624
Department Rep.: Angelo Gaudio
Attending Meeting: Angelo Gaudio

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
Albany Water Board
10 Enterprise Drive
Albany, NY 12204

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

Amount/Raise Schedule/Fee: NA
Scope of Services: MOU with the City of Albany for the Beaver Creek Clean River Project

Bond Res. No.:
Date of Adoption:
NA
NA

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: NA
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: NA
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: 100% Albany Water Board/Albany Pool Communities

Term
Term: (Start and end date) 8/1/19- 8/1/21
Length of Contract: 2 years (estimated)

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: NA
Date of Adoption: NA

Justification: (state briefly why legislative action is requested)
The MOU is needed in order for the Albany Water Board to secure project funding with EFC and to memorialize the required improvements at the District’s South Plant Board specific to the Board’s Beaver Creek Project.

The Beaver Creek facility will screen floatables and disinfect wastewater from combined sewer overflows from the Beaver Creek Sewer District. The separated floatables and screenings will be redirected to the District’s South Plant for processing. The MOU shall outline the necessary improvements to District’s South Plant, namely:

- Installation of three new mechanical bar screens and associated screenings conveyance systems.
- Installation of double ball check valves on the existing primary pumps.
- Purchase of a new dumpster truck and three dumpsters.
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ALBANY WATER BOARDAND
THE ALBANY WATER PURIFICATION DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), made and entered into this ____ day of July,2019 ("Effective Date") by and between the Albany Water Board, a public benefit corporation with its principal offices located at 10 North Enterprise Drive, Albany, New York 12204 (hereinafter "Board") and the County of Albany Water Purification District, a municipal corporation duly authorized under the laws of the State of New York, with its principal offices located at 1 Canal Road, South, Albany New York 12204 (hereinafter "Commission"). The Board and Commission each are referred herein as a “party” and collectively as the “Parties” hereinafter.

WITNESSETH

WHEREAS, in 2014 the Albany Pool Communities of Albany, Cohoes, Rensselaer, Troy, Watervliet, Green Island (hereafter ‘APC’) and the Albany County Sewer District and Rensselaer County Sewer District entered into an Order on Consent (DEC Case # CO 4-20120911-01) to implement the Albany Pool Long Term Control Plan for Combined Sewer Overflow discharges to the Hudson River;

WHEREAS, on February 25, 2015, the APC executed an Intermunicipal Agreement (hereafter “IMA”) which listed “STCP-03 ‘Big-C’ Disinfection and Floatables Control Facility” as one of the APC projects (attached hereto as Exh. A) (hereinafter “Project”);

WHEREAS, the Project entails the construction of Beaver Creek Clean River Facility (hereinafter ‘Facility’), a satellite treatment facility owned and operated by the Board, to screen and disinfect combine sewer overflows from the Beaver Creek Sewer District;

WHEREAS, the screenings from the Facility will discharge in to the Albany County Water Purification District Hudson River Interceptor Sewer which brings wastewater to the South Plant;
WHEREAS, on November 7, 2018 the Commission approved a plan to redirect flow and floatables from the Facility to the South Plant provided the Board make necessary improvements to the South Plant to manage the transfer of floatables to the plant (attached hereto as Exhibit B);

WHEREAS, the Commission and Board desire to solidify an agreement of the Parties following the Commission’s conditional approval of the Beaver Creek Clean River Project, which redirects flow and floatables to the Albany County Water Purification District South Plant, located at 1 Canal Road S Albany, New York 12204 (hereafter ‘South Plant’) provided the Board implement improvements to the South Plant;

NOW, THEREFORE, the parties do mutually covenant and agree as follows:

1. The Board shall be responsible for design, permitting and construction of the Project, the Facility and the removal and replacement of the screens at the South Plant including all costs associated therein;
2. The Board will review design submissions with the Commission;
3. The Board, at their cost, will continue to retain Dr. Greg Daviero, Schnabel Engineering to review design submissions on behalf of the Albany County Water Purification District;
4. The Board will install three new stainless steel multi-rake mechanical bar screens with 3/8-inch bar spacing to support one half inch screening; a new conveyor belt; and a washer, compacter. The installation of the screening equipment at the South Plant shall be completed prior to the redirection of flows and floatables to the Commission’s facilities;
5. The cost of the removal and replacement of the screens will be shared by the APC’s pursuant to the percentage determined in the IMA and by the Commission to the extent the County chooses to perform any upgrades/ construction work concurrently;
6. The Board will make a modification to the four primary pumps to support double ball checks for ease of pumping;
7. The Board will purchase a new dumpster truck to support ten yard roll-off containers and three new ten yard dumpsters to accommodate screenings;
8. The Board will maintain contractual responsibility for the new screens at the South Plant through the warrantee period of the construction contracts;
9. The Albany County Water Purification District will take ownership and responsibility for operation of the screens upon the Board issuing Substantial Completion to the Commission;

10. During construction, any change orders to the project shall be reviewed and approved by both Parties;

11. In any instance where the approval or consent of one party hereto is required or requested under this MOU, such approval or consent shall not be unreasonably delayed or withheld;

12. Invoices and approvals may be sent via email to and from duly authorized persons in the Commission and Board as mutually agreed upon;

13. To the fullest extent permitted by law, each Party shall defend, indemnify, and save harmless the other Party, its boards, employees, agents and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, liabilities, actions, demands, damages, losses and expenses (including but not limited, without limitation reasonable attorney's fees and all other costs of defense) arising out of, or in consequence of, any negligent act or omission or willful misconduct of the Indemnifying party, its employees or agents, including subcontractors, in the direct or indirect performance of services. Both Parties shall notify the other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

14. This MOU may not be modified or amended except in writing executed by each Party hereto;

15. This MOU will begin on the Effective Date and will remain in effect until the successful completion of the Project/ upon the Board issuing Substantial Completion to the Commission;

16. The Board reserves the right to terminate this MOU at any time, with or without cause upon thirty (30) days written notice to the Commission.

17. This MOU shall be effective as of the latest date of the signatures appearing below.
ALBANY COUNTY
WATER PURIFICATION DISTRICT

__________________________
Daniel P. McCoy
County Executive

Dated: ___________________

__________________________
ALBANY WATER BOARD

__________________________
Charles G. Houghton, III
Chairman

Dated: ___________________
Combined Sewer Overflows
Long Term Control Plan
Inter-Municipal Agreement
For Phase II: Implementation

This Inter-Municipal Agreement ("Agreement") is dated February 25, 2015 and entered into by and among the CITY OF ALBANY ("Albany"), the ALBANY WATER BOARD, the CITY OF COHOES ("Cohoes"), the VILLAGE OF GREEN ISLAND ("Green Island"), the CITY OF TROY ("Troy"), the CITY OF RENSSELAER ("Rensselaer"), and the CITY OF WATERVERVLIET ("Watervliet").

RECITALS

Article 5-G of the New York General Municipal Law authorizes municipal corporations to perform their functions, duties and powers on a cooperative basis with other municipal corporations pursuant to municipal cooperation agreements.

Title 1-A of Article 2 of the New York Local Finance Law authorizes municipal corporations to finance on a joint or several basis certain water, sewage or drainage projects that such municipal corporations have agreed to undertake jointly on a cooperative basis pursuant to Article 5-G of the New York General Municipal Law.

Each of Albany, Cohoes, Green Island, Troy, Rensselaer, and Watervliet (collectively, the "Albany Pool Communities," or the "Parties") entered a Municipal Cooperation Agreement dated January 1, 2007 to prepare a Combined Sewer Overflow Long Term Control Plan ("LTCP") for submission to, and approval by, the New York State Department of Environmental Conservation ("NYSDEC").

The Albany Pool Communities and NYSDEC entered an administrative Order on Consent dated January 15, 2014 ("Consent Order"), and NYSDEC approved the Albany Pool Communities' LTCP simultaneously with its execution of the Consent Order. A copy of the Consent Order is attached as Appendix A.

The Albany Pool Communities wish to enter this Agreement pursuant to the Consent Order, in order to provide for the implementation of the LTCP by the Parties, to establish the Parties' respective responsibilities with regard to the implementation of the LTCP, in order to assist the Parties in implementing the LTCP, to provide for the creation of a local development corporation, and to authorize the financing of all, or a portion, of the costs of the LTCP pursuant to the issuance of debt by the Albany Pool Communities.

NOW, THEREFORE, in consideration of the above and the promises and the mutual covenants and conditions contained in this Agreement, the Parties agree as follows.
ARTICLE 1
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

(A) "Albany" means the City of Albany, which is represented in this Agreement, and as to all matters to be performed pursuant to this Agreement, by the Albany Water Board.

(B) "Albany Pool Communities" or "Parties" means Albany, Cohoes, Green Island, Troy, Rensselaer, and Watervliet.

(C) "Allocation Formula" means the percentages of total payments to be paid by each of the Albany Pool Communities, as set forth in Section 5.2, below.

(D) "Cohoes" means the City of Cohoes, New York.

(E) "CSO" means combined sewer overflow.

(F) "Defaulting Party" means a party in default of any obligation under this Agreement, as specified in Section 6.4.

(G) "EFC" means the New York State Environmental Facilities Corporation.

(H) "Green Island" means the Village of Green Island, New York.

(I) "Governmental Body" means any governmental department, commission, board, regulatory authority, bureau, legislative body, agency, or instrumentality of any federal, state, local or municipal government or domestic court.

(J) "IMA Board" means the Board of Directors of the Parties, as established by this Agreement.

(K) "Local Development Corporation" or "LDC" means the Local Development Corporation that the Parties agree to incorporate and organize under this Agreement.

(L) "Long Term Control Plan" or "LTCP" means the Albany Pool CSO Long Term Control Plan dated June 30, 2011 together with the Albany Pool CSO Long Term Control Plan Supplemental Documentation, dated October 2013, as both were approved by the NYSDEC on January 15, 2014 by letter from Koon Tang of the NYSDEC to the Albany Pool Communities, as well as any amendments or revisions to those documents that may be made from time to time and approved in writing by the NYSDEC.

(M) "LTCP Project Costs" means the cost of the projects identified in the approved LTCP as projects to be implemented by the Albany Pool Communities. LTCP Project Costs include all costs, as required to implement the LTCP, of planning, design, procurement, permitting, administration, implementation, insurance, construction, and post-construction inspection and approval, costs of issuance related to all financings for the LTCP Projects, and
costs incurred under this Agreement of indemnification and insurance as provided in Section 4.5 below. LTCP Project Costs include costs to operate the LDC, such as overhead, salaries, insurance, and expenses of the LDC. Costs of management, operation and maintenance of facilities and equipment are LTCP Project Costs if such activities are within the purview of the LTCP. LTCP Project Costs also include costs related to region-wide projects required by the LTCP, such as costs of management and development of plans and manuals. Notwithstanding any other provision of this Agreement, LTCP Project Costs do not include costs of projects identified in the LTCP as projects to be implemented by the Albany and Rensselaer County Sewer Districts, or any projects separately required by a Party’s individual Consent Order with NYSDEC or any other agency with jurisdiction.

(N) “NYSDEC” means the New York State Department of Environmental Conservation.

(O) “Consent Order” means the administrative Order on Consent between the Albany Pool Communities, the Albany and Rensselaer County Sewer Districts, and NYSDEC, dated January 15, 2014, including all appendices thereto, and any revisions, amendments, or other modifications thereto, as may be approved in writing by the Parties and NYSDEC from time to time. A copy of the Consent Order is attached as Appendix A.

(P) “Party” means any single party to this Agreement.

(Q) “Planning Commission” or “CDRPC” means the Capital District Regional Planning Commission, having an office at One Park Place, Suite 102, Albany, New York 12205.

(R) “Rensselaer” means the City of Rensselaer, New York.

(S) “State” means the State of New York.

(T) “Troy” means the City of Troy, New York.

(U) “Watervliet” means the City of Watervliet, New York.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. References herein to any “Article” shall be an Article of this Agreement unless otherwise specified.

(B) Words importing the singular number mean and include the plural number and vice versa.

(C) Words referring to persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) The table of contents and any headings preceding the text of the Articles of this
Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.1. ALBANY REPRESENTATIONS AND WARRANTIES. Albany hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) Albany is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement. Albany is represented as to all matters in this Agreement by the Albany Water Board, which is a water board validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations and the obligations of Albany under this Agreement.

(B) Albany has duly executed and delivered this Agreement, and this Agreement has also been duly executed and delivered by the Albany Water Board, and constitutes the legal, valid, and binding obligation of Albany, enforceable against Albany in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors’ rights generally.

(C) Neither the execution nor the delivery by Albany of this Agreement nor the performance by Albany of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Albany, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Albany is a party or by which Albany or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Albany of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Albany or any other Governmental Body in order for this Agreement to be carried out.

(E) Albany has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Albany of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Albany’s best knowledge, threatened against Albany wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Albany in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Albany of its obligations hereunder or under any such other agreement or instrument.
(G) Albany has entered into this Agreement to qualify the LTCP as a project under New York Local Finance Law § 15.00 and thereby authorizing the issuance of debt by the Parties to finance all or a portion of the costs of undertaking the LTCP.

SECTION 2.2. COHOES REPRESENTATIONS AND WARRANTIES. Cohoes hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Cohoes is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Cohoes has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Cohoes and constitutes the legal, valid and binding obligation of Cohoes, enforceable against Cohoes in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors’ rights generally.

(C) Neither the execution nor the delivery by Cohoes of this Agreement nor the performance by Cohoes of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Cohoes, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Cohoes is a party or by which Cohoes or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Cohoes of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Cohoes or any other Governmental Body in order for this Agreement to be carried out.

(E) Cohoes has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Cohoes of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Cohoes’ best knowledge, threatened against Cohoes wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Cohoes in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Cohoes of its obligations hereunder or under any such other agreement or instrument.

(G) Cohoes has entered into this Agreement to qualify the LTCP as a project under New York Local Finance Law § 15.00 and thereby authorizing the issuance of debt by the Parties to finance all or a portion of the costs of undertaking the LTCP.
SECTION 2.3. GREEN ISLAND REPRESENTATIONS AND WARRANTIES. Green Island hereby represents and warrants to each of the other Albany Pool Communities that:

(A) Green Island is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Green Island has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Green Island and constitutes the legal, valid and binding obligation of Green Island, enforceable against Green Island in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors’ rights generally.

(C) Neither the execution nor the delivery by Green Island of this Agreement nor the performance by Green Island of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Green Island, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Green Island is a party or by which Green Island or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Green Island of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Green Island or any other Governmental Body in order for this Agreement to be carried out.

(E) Green Island has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Green Island of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Green Island’s best knowledge, threatened against Green Island wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Green Island in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Green Island of its obligations hereunder or under any such other agreement or instrument.

(G) Green Island has entered into this Agreement to qualify the LTCP as a project under New York Local Finance Law § 15.00 and thereby authorizing the issuance of debt by the Parties to finance all or a portion of the costs of undertaking the LTCP.

SECTION 2.4. RENSSELAER REPRESENTATIONS AND WARRANTIES. Rensselaer hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:
(A) Rensselaer is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Rensselaer has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rensselaer and constitutes the legal, valid and binding obligation of Rensselaer, enforceable against Rensselaer in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Rensselaer of this Agreement nor the performance by Rensselaer of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rensselaer, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Rensselaer is a party or by which Rensselaer or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Rensselaer of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Rensselaer or any other Governmental Body in order for this Agreement to be carried out.

(E) Rensselaer has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Rensselaer of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Rensselaer's best knowledge, threatened against Rensselaer wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rensselaer in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Rensselaer of its obligations hereunder or under any such other agreement or instrument.

(G) Rensselaer has entered into this Agreement to qualify the LTCP as a project under New York Local Finance Law § 15.00 and thereby authorizing the issuance of debt by the Parties to finance all or a portion of the costs of undertaking the LTCP.

SECTION 2.5. TROY REPRESENTATIONS AND WARRANTIES. Troy hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Troy is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.
(B) Troy has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Troy and constitutes the legal, valid and binding obligation of Troy, enforceable against Troy in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Troy of this Agreement nor the performance by Troy of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Troy, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Troy is a party or by which Troy or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Troy of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Troy or any other Governmental Body in order for this Agreement to be carried out.

(E) Troy has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Troy of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Troy's best knowledge, threatened against Troy wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Troy in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Troy of its obligations hereunder or under any such other agreement or instrument.

(G) Troy has entered into this Agreement to qualify the LTCP as a project under New York Local Finance Law § 15.00 and thereby authorizing the issuance of debt by the Parties to finance all or a portion of the costs of undertaking the LTCP.

SECTION 2.6. WATERVLIET REPRESENTATIONS AND WARRANTIES.
Watervliet hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Watervliet is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Watervliet has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Watervliet and constitutes the legal, valid and binding obligation of Watervliet, enforceable against Watervliet in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.
(C) Neither the execution nor the delivery by Watervliet of this Agreement nor the performance by Watervliet of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Watervliet, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Watervliet is a party or by which Watervliet or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Watervliet of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Watervliet or any other Governmental Body in order for this Agreement to be carried out.

(E) Watervliet has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Watervliet of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Watervliet's best knowledge, threatened against Watervliet wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Watervliet in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Watervliet of its obligations hereunder or under any such other agreement or instrument.

(G) Watervliet has entered into this Agreement to qualify the LTCP as a project under New York Local Finance Law § 15.00 and thereby authorizing the issuance of debt by the Parties to finance all or a portion of the costs of undertaking the LTCP.

ARTICLE 3
PURPOSE, SCOPE, AND ACCESS

SECTION 3.1 PURPOSE. The purpose of this Agreement is to allow the Albany Pool Communities to implement the Long Term Control Plan, in compliance with the requirements applicable to the LTCP and to the Parties’ storm water and wastewater management facilities, to carry out the requirements of the Consent Order, to authorize the Albany Pool Communities to finance on a several basis all or a portion of the costs of the LTCP, to establish the Parties’ respective responsibilities with regard to the implementation of the LTCP and with regard to the control of CSO discharges from the combined sewer system addressed by the Consent Order.

SECTION 3.2 COOPERATION. The Parties shall cooperate with respect to all matters necessary and appropriate to implement the Long Term Control Plan and to carry out the requirements of the Consent Order.

SECTION 3.3 ACCESS AND INTEREST. To the extent necessary and appropriate to implement the LTCP and to provide for the issuance of debt, if applicable, each Party hereby grants rights of access, use, and occupancy of property owned or controlled by such Party, to
each of the other Parties, the CDRPC, the Local Development Corporation, the appropriate County Sewer District, and any person or entity assisting or acting on behalf of the above entities in implementing the LTCP, including consultants, contractors, attorneys, agents, officers, and employees of the above entities. This grant of access and interest shall continue for as long as necessary to implement the LTCP, and shall survive the expiration or earlier termination of this Agreement.

SECTION 3.4. TERM. The term of this Agreement shall commence as of February 25, 2015. Since some of the debt required or permitted to be issued under this Agreement will qualify for a forty year period of probable usefulness pursuant to Section 11.00.a.4 of the Local Finance Law, the term of this Agreement shall continue through February 25, 2055. This Agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties.

ARTICLE 4
ORGANIZATION

SECTION 4.1 BOARD OF DIRECTORS. The Parties to this Agreement hereby establish a Board of Directors ("IMA Board"), which shall be comprised of: the Chief Elected Officials of Cohoes, Green Island, Rensselaer, Troy, and Watervliet; and the Chair of the Albany Water Board. The Chief Executive Officers of the Albany County Sewer District and the Rensselaer County Sewer District may serve as advisory, non-voting Directors, subject to the agreement of the Parties. Each of the Directors may appoint a designee to represent the Director on the Board. The IMA Board shall, at its first meeting and annually thereafter, elect one of its Directors as the Chair of the IMA Board.

SECTION 4.2 APPROVALS OF THE IMA BOARD. The approval of the IMA Board is required for any of the following.

(A) Documents required to incorporate the LDC, and the determination to file documents and take other actions necessary to incorporate the LDC, but documents required to organize the LDC shall not be subject to the approval of the IMA Board.

(B) In connection with the financing of the implementation of the LTCP pursuant to this Agreement, (1) any issuance of debt by all or any combination of the Parties, and (2) any execution and delivery of a project finance agreement by any of the Parties with the New York State Environmental Facilities Corporation. The IMA Board’s approval shall not be required for the issuance of debt by the LDC, which shall be subject to appropriate approvals of the LDC.

(C) Amendments or revisions to the LTCP.

(D) Amendments or revisions to the Consent Order.

(E) Amendments or revisions to the Responsibility Matrix appended to this Agreement as Appendix B.

(F) Any decision to pay penalties to NYSDEC under the Consent Order on behalf of all of the Albany Pool Communities, or to designate all or part of any penalty levied by
NYSDEC against any Party or Parties under the Consent Order as an LTCP Project Cost.

(G) Any action required by the IMA Board or the Parties under Section 4.5 below.

(H) Determinations regarding a Party’s default or constructive withdrawal from this Agreement, in accordance with Section 6.4 below.

SECTION 4.3 MEETINGS OF THE IMA BOARD.

(A) Regular meetings of the IMA Board shall be held at such times and places as may from time to time be fixed by the IMA Board. Notice need not be given of regular meetings of the IMA Board. Special meetings of the IMA Board may be held at any time upon the call of the Chair of the IMA Board and shall be called by the Chair or the Planning Commission if directed by a majority of Directors. Written notice of each special meeting of the IMA Board shall be sent to each Director not less than two business days before such meeting. Attendance by a Director at a meeting of the IMA Board without protesting the lack of notice at the beginning of the meeting waives the requirement of notice as to that Director.

(B) The transactions of any meeting of the IMA Board, however called and noticed, or whenever held, shall be as valid as though had at a meeting duly held after regular call and notice when, either before or after the meeting, each of the Directors not present at the meeting delivers to the Planning Commission a written waiver of notice. Neither the business to be transacted at the meeting nor the purpose of such meeting need be specified in the waiver of notice of the meeting. All such waivers shall be made a part of the minutes of the meeting.

(C) Any group of Directors holding a total of at least seven (7) voting points, as set forth in Section 4.4 below, shall constitute a quorum for the transaction of the business of the IMA Board. If a quorum is not present at any meeting of the IMA Board, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(D) Any action which may be authorized or taken at a meeting of the IMA Board may be authorized or taken without a meeting, by conference telephone call, if such actions and the votes, if any, of the Directors of the IMA Board are recorded in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Albany Pool Communities as maintained by the Planning Commission.

SECTION 4.4 VOTES OF THE IMA BOARD. Each Party’s representative on the IMA Board shall hold voting points for actions of the IMA Board, for a total of nine voting points, as follows: Albany – three points; Troy – two points; Cohoes – one point; Green Island – one point; Rensselaer – one point; Watervliet – one point. A supermajority vote of seven points shall be required for all actions by the IMA Board, unless expressly stated otherwise in this Agreement.

SECTION 4.5 LIABILITY, INDEMNIFICATION, AND INSURANCE.

(A) LIABILITY. Neither a Director of the IMA Board nor the Planning
Commission, (including any commissioner, officer, or employee of the Planning Commission who for purposes of this Section 4.5, shall be termed an "administrator"), shall be personally liable to the Parties in the Parties' own behalf or for the benefit of the Parties' creditors for damages for any breach of duty as a Director or administrator; provided, however, that the foregoing shall not eliminate or limit the liability of a Director or the Planning Commission if a judgment or other final adjudication adverse to such Director, the Planning Commission, or administrator establishes that the acts of the Director, the Planning Commission, or administrator were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Director, the Planning Commission, or administrator personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(B) **INDEMNIFICATION.** If a Director of the IMA Board, the Planning Commission, or an administrator is made, or threatened to be made, a party to any civil or criminal action or proceeding (including without limitation, actions or proceedings of an administrative or investigative nature) in any matter arising from the performance by the Director or Planning Commission of his, her, or its duties under this Agreement, then, to the full extent permitted by law, the Parties shall:

1. Promptly upon written request to the Parties by, or on behalf of, any Director or the Planning Commission therefor, undertake the defense of any such action or proceeding for the benefit of the Director or the Planning Commission, or administrator at the Parties' expense, subject to the right granted to such Director or the Planning Commission or administrator hereby to select legal counsel of his, her, or its reasonable choice or to participate in his or her own defense, and subject also to receipt of an undertaking to repay such amount in the event that the Director, Planning Commission, or administrator is determined to be liable under Section 4.5(A) above; and

2. Indemnify such Director, the Planning Commission, or administrator for all sums paid by him, her, or it in the way of judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, subject to the proper application of credit for any sums advanced to the Director or the Planning Commission pursuant to clause (A)(1) of this section, provided however, that the Parties shall not be required to indemnify such Director, the Planning Commission, or administrator if the Director, Planning Commission, or administrator is determined to be liable under Section 4.5(A) above.

This right of indemnification shall be a contract right that may be enforced in any manner desired by the Director, the Planning Commission, or administrator. This right of indemnification shall not be exclusive of any other right that the Director or the Planning Commission may have or hereafter acquire. Without limiting the generality of the foregoing, the Director or the Planning Commission shall be entitled to his, her, or its rights of indemnification under any agreement, resolution of the Parties, resolution of the Directors of the IMA Board, provision of law or otherwise, as well as his or her rights under this Section.

(C) **INSURANCE FOR INDEMNIFICATION OF DIRECTORS AND THE**
PLANNING COMMISSION. To the extent not prohibited by law, the Parties may, by resolution of the IMA Board, purchase and maintain insurance:

1. To defend and indemnify the Parties for any liability that they may incur as a result of the indemnification of Directors or the Planning Commission; and

2. To defend and indemnify Directors or the Planning Commission against any liability, whether or not the Parties would have the power or obligation to indemnify the Director or Planning Commission against such liability under this Agreement.

The Parties may also provide insurance for their respective Directors on the IMA Board through insurance policies separately held or obtained by the Parties in the normal course of performing their governmental functions. Periodically, the Parties shall individually review the scope of any such coverage, and the Parties may coordinate the scope of any insurance provided under this Section with the scope of insurance that may be separately provided by the Parties.

SECTION 4.6 ADMINISTRATOR. The Parties appoint the CDRPC as the Administrator of all actions taken pursuant to this Agreement, including, in coordination with the Local Development Corporation, the assessment and collection of payments under this Agreement, and the assignment and organization of projects to be implemented under the LTCP. The Planning Commission shall maintain records of the meetings and votes of the IMA Board, and of actions taken under this Agreement.

SECTION 4.7 WITHDRAWAL. A Party may withdraw from this Agreement only on the following terms.

(A) A Party that wishes to withdraw from this Agreement shall give written notice to the IMA Board of its intent to withdraw from the Agreement at least 120 days prior to its proposed withdrawal date.

(B) The withdrawing Party shall remain responsible to pay for its percentage share, as determined by the Allocation Formula, of the total LTCP Project Costs, including LTCP Project Costs incurred or realized after the Party’s withdrawal, accounting for any credit that may be due by virtue of any received grant that may offset such costs. The withdrawing Party shall not be responsible for the costs of any project added to the LTCP after the Party’s withdrawal from this Agreement.

(C) The withdrawing Party shall cooperate with the remaining Parties to minimize potential disruption caused by the Party’s withdrawal to the implementation of the LTCP and of the Parties’ obligations under the Consent Order. The withdrawing Party’s cooperation includes executing assignments of agreements and continuing to provide access to property owned or controlled by the Party, pursuant to Section 3.3 above.

(D) The withdrawing Party shall pay to the Local Development Corporation all costs, fees, and expenses arising from any disruption to the implementation of the LTCP caused by the Party’s withdrawal from this Agreement. Such costs, fees, and expenses shall be described with particularity in a statement or invoice to the withdrawing Party.
(E) The remaining Albany Pool Communities shall direct CDRPC or the Local Development Corporation to notify the NYSDEC of the withdrawing Party’s withdrawal from this Agreement.

(F) A Party’s withdrawal from this Agreement has no bearing on the continued requirements and obligations of each Party under the Consent Order. Subject to determination by NYSDEC, a Party’s withdrawal from this Agreement may constitute a violation of the Consent Order, trigger civil penalties under the Consent Order, and affect the liabilities of other Parties under the Consent Order.

SECTION 4.8 LOCAL DEVELOPMENT CORPORATION. The Albany Pool Communities shall form, organize, and govern a Local Development Corporation pursuant to N.Y. Not-for-Profit Corporation Law § 1411. The Local Development Corporation shall be formed, organized, and operated to qualify as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Each of the Albany Pool Communities will be a member of the Local Development Corporation, and Albany will be represented on the Local Development Corporation’s Board of Directors by the Albany Water Board. The Albany and Rensselaer County Sewer Districts may serve on the Local Development Corporation’s Board in an advisory capacity, subject to the agreement of the members of the Local Development Corporation.

ARTICLE 5
FINANCIAL MATTERS

SECTION 5.1 AGREEMENT TO PAY.

(A) Each of the Parties shall pay its percentage share, as determined by the Allocation Formula, of the LTCP Project Costs. This obligation shall survive the expiration or early termination of, or any individual Party’s withdrawal from, this Agreement.

(B) The cost of the projects as identified in the approved LTCP are estimates and subject to change upon project design and implementation. Adjustments to each Party’s required payment, to account for actual costs, will be made by the Planning Commission or the Local Development Corporation based on the Allocation Formula.

(C) LTCP Project Costs subject to payment by the Parties in accordance with the Allocation Formula will be reduced by the amount of any grant obtained by the Albany Pool Communities or the Local Development Corporation for the implementation of the LTCP. The Local Development Corporation will defer reimbursement of grant money in order to maintain a reserve fund to ensure timely payment of bills and other expenses; however, the IMA Board may vote to allow the Local Development Corporation to pay any reimbursement or credit due to the Parties by virtue of a grant, in proportion to the Parties’ percentage share under the Allocation Formula.

(D) The Local Development Corporation, as formed under this Agreement, will submit invoices to each Party on a monthly basis. Subject to the approval of the IMA Board and any reasonable conditions or limitations that the IMA Board may impose, the Local Development Corporation may control invoicing of the communities to ensure timely payment of
bills for the LTCP’s implementation; these controls may include advanced invoicing or deferred reimbursement after receipt of funds received by the Albany Pool Communities through grants or loans, as set out in Section 5.1(C), above.

SECTION 5.2 ALLOCATION FORMULA. Each Party’s percentage share of LTCP Project Costs for projects required under the LTCP at the time of the execution of the Consent Order is as follows:

- Albany – 58.68%;
- Cohoes – 2.74%;
- Green Island – 0.53%;
- Rensselaer – 2.13%;
- Troy – 34.76%;
- Watervliet – 1.16%.

This Allocation Formula is weighted 85% by total CSO flow from each community, based on the CSO volume statistics for the Baseline Conditions, as presented in the Albany Pool CSO LTCP, and 15% by population of each community, based on the 2010 Census. If projects are added to the LTCP after the Consent Order is executed, each Party’s percentage share of the costs to implement each additional project shall be calculated based on the modeled total CSO flow from each community assuming implementation of the LTCP projects has occurred.

SECTION 5.3 FINANCING.

(A) The Parties acknowledge and agree that (1) the costs of all or a portion of the LTCP will be financed by debt issued by some or all of the Parties under the New York Local Finance Law, and (2) the LTCP will be divided into phases in order to provide for the orderly undertaking and financing of the LTCP.

(B) The Parties agree as follows:

(1) The LTCP constitutes the implementation of a joint project to make water quality improvements to the Hudson River as required pursuant to the Consent Order and provided under New York Local Finance Law § 15.00.

(2) Any of the Parties issuing debt to finance its percentage share of LTCP Project Costs agrees to coordinate with the other Parties on the use of model (or substantially similar) bond resolutions and related financing documents to ensure compliance with the requirements of the New York Local Finance Law.

(3) If the EFC is providing any portion of the financing for the undertaking of the LTCP, the following shall apply:
(a) A project finance agreement and disbursing agreement may be required to be executed and delivered by the Parties to provide for the deposit and disbursement of monies to undertake the LTCP. The Parties will comply with the terms and provisions of EFC’s standard Project Finance Agreement and Bid Package, copies of which are appended hereto as Appendices C and D.

(b) The Parties shall notify EFC of any change in (i) any of the financing arrangements for the LTCP or (ii) this Agreement.

(c) The Party or Parties bound by the project finance agreement with EFC shall comply with the applicable statutory and regulatory requirements, including New York Environmental Conservation Law § 17-1909, title 6 of the New York Codes, Rules and Regulations (“NYCRR”), Part 649, and 21 NYCRR Part 2602, and further including the requirement that during the term of a project’s financing by the EFC, the recipient of funding shall have, or acquire, such title, estate or interest in the site of the project to ensure the undisturbed use and possession of the project site during construction and for the term of the Party’s obligations under the project finance agreement.

(4) If required by the New York Local Finance Law or the EFC in connection with the issuance of debt by any of the Parties to finance a portion of the LTCP, to grant an interest in such financed portion of the LTCP to the Party issuing such debt.

(5) To coordinate among themselves with respect to the satisfaction of timetables, adoption of resolutions, receipt, collection and deposit of monies, and the issuance of debt, if applicable, to ensure that sufficient funds are available to undertake and complete each phase of the LTCP.

(6) Any Party or Parties seeking an advance under any EFC project finance agreement to finance LTCP Project Costs shall submit such requisition for a loan advance to the LDC, and the LDC shall obtain and administer such requisitions on behalf of the Party or Parties.

ARTICLE 6
RESPONSIBILITY FOR LTCP PROJECTS

SECTION 6.1 RESPONSIBILITY FOR LTCP PROJECT IMPLEMENTATION. The Parties shall be responsible for the implementation of portions of each LTCP Project as designated in the Responsibility Matrix appended to this Agreement as Appendix B, which is an enforceable part of this Agreement. The costs to each Party of its implementation of its responsibilities with respect to each project are LTCP Project Costs.

SECTION 6.2 CHANGES IN RESPONSIBILITY. The Parties may revise the designations of responsibility for portions of each LTCP Project set forth in Appendix B by a unanimous vote of the IMA Board, and the revised Responsibility Matrix shall be appended to this Agreement as Appendix B, replacing the prior version of the appendix. Any changes to the Parties’
responsibilities must be in compliance with the Consent Order, and in particular Section III(A)(1) of the Consent Order, before the change may be adopted as a term of this Agreement.

SECTION 6.3 PROJECT STATUS REPORTS. Each Party shall submit to the Planning Commission quarterly status reports regarding the Party’s implementation of each LTCP Project, or each portion of an LTCP Project, that is assigned to the Party for implementation in the Responsibility Matrix.

SECTION 6.4 COMPLIANCE WITH THE CONSENT ORDER. Each Party acknowledges that in addition to the requirements of this Agreement, it is separately responsible under the Consent Order for implementation of the components of LTCP projects assigned to that Party by the LTCP and the Compliance Schedule appended to the Consent Order, which are enforceable parts of the Consent Order. Any penalties that NYSDEC imposes upon a Party under the Consent Order will be paid by the Party or Parties on which the penalties were levied; penalties imposed on more than one Party shall be paid to NYSDEC pro rata by the penalized Parties. Penalties imposed by NYSDEC under the Consent Order are not LTCP Project Costs, unless they are imposed on all of the Albany Pool Communities and the IMA Board agrees to include the penalties as LTCP Project Costs. Nothing in this Agreement releases the Parties from liability under the Consent Order. In the event of a dispute between any Party or Parties and NYSDEC with respect to any matter addressed by the Consent Order, the terms of the Consent Order shall govern that dispute.

SECTION 6.5 DEFAULT. In an event of a documented default by any Party ("Defaulting Party"), including without limitation a default in the provision of funding required by this Agreement or pursuant to any Financial Plan adopted under this Agreement, or with respect to the prosecution of any specific project required by this Agreement, the remaining Parties are authorized as follows:

(A) At a regular or special meeting of the IMA Board, to adopt, by a majority of the voting shares allocated to the remaining Parties, a finding that the Defaulting Party is in default of a specific obligation under this Agreement, and such finding shall constitute evidence that such default has occurred; or

(B) At a regular or special meeting of the IMA Board, to adopt, by unanimity of the voting shares allocated to the remaining Parties, a finding that the Defaulting Party has constructively withdrawn from this Agreement by defaulting in its obligations hereunder, and terminating the Defaulting Party’s participation in this Agreement consistent with Section 4.7.

In its discretion, the IMA Board may suspend or condition any finding or resolution under this Section on the Defaulting Party’s cure of its default, according to any terms that the IMA Board may require for such cure, including timeframes, payment of fees or penalties incurred because of the default, or other actions to remedy any harm caused by the default.
ARTICLE 7
MISCELLANEOUS

SECTION 7.1 AMENDMENTS. This Agreement may not be changed, modified, amended or waived except by written agreement duly authorized and executed by all of the Albany Pool Communities; provided, however, that the consent of all the Albany Pool Communities is not required where the change, modification, amendment or waiver is required to (A) qualify this Agreement as a municipal cooperation agreement under Article 5-G of the New York General Municipal Law, (B) qualify the LTCP as a project under New York Local Finance Law § 15.00, or (C) maintain or qualify the interest on any debt issued by the Parties as excludible from gross income for federal income tax purposes.

SECTION 7.2 ASSIGNMENT. Neither this Agreement nor any rights or obligations hereunder may be assigned by any party without the prior written consent of the other parties. If any party withdraws from this Agreement, its approval shall not be required for any modifications to this Agreement after its withdrawal.

SECTION 7.3 NOTICES. Unless a party instructs otherwise in writing, all notices, consents, invoices and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be sufficiently given if sent by facsimile or email, delivered in person, sent by regular first class mail, postage prepaid or by a nationally recognized overnight delivery service, addressed as follows:

If to Albany:

   David Maguire, Chair
   Albany Water Board
   10 North Enterprise Dr.
   Albany, NY 12204

If to Cohoes:

   Mayor, City of Cohoes
   Cohoes City Hall 97 Mohawk Street
   Cohoes, New York 12047

If to Green Island:

   Mayor, Village of Green Island
   20 Clinton Street
   Green Island, New York 12183

If to Rensselaer:
Mayor, City of Rensselaer
Rensselaer City Hall
505 Broadway
Rensselaer, New York 12144

If to Troy:

Mayor Lou Rosamilia
433 River Street
5th Floor
Troy, NY 12180

and

Chris Wheland
Superintendent of Public Utilities
25 Water Plant Road
Troy, NY 12182

If to Watervliet:

City of Watervliet
2 Fifteenth Street
Watervliet, New York 12189

SECTION 7.4 ENTIRE AGREEMENT. This Agreement constitutes the entire and complete agreement between the parties with respect to the subject matter hereof, and all previous discussions, understandings, arrangements and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement. Notwithstanding the previous sentence, this agreement does not supersede or alter the Consent Order, the Municipal Cooperation Agreements for Phase I, Part A, dated September 1, 2005, and for Phase I, Part B, dated February 8, 2007 and amended June 28, 2013, or any duly executed written amendments or other agreements thereunder.

SECTION 7.5 SEVERABILITY. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

SECTION 7.6 GOVERNING LAW. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York.
SECTION 7.7 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement and any counterpart thereof may be delivered via facsimile or e-mail, it being the express intent of the parties that such Agreement and any counterpart thereof delivered via facsimile or e-mail (together with the signatures thereon) shall have the same force and effect as if they were originals.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: ______________________

Printed Name: Kathy M. Steeden

Title: Mayor

ALBANY WATER BOARD

By: ______________________

Printed Name: David R. McGuire

Title: Chair of AWB

CITY OF COHOES

By: ______________________

Printed Name: ____________________

Title: ______________________
SECTION 7.7 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement and any counterpart thereof may be delivered via facsimile or e-mail, it being the express intent of the parties that such Agreement and any counterpart thereof delivered via facsimile or e-mail (together with the signatures thereon) shall have the same force and effect as if they were originals.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: ________________________________

Printed Name: ______________________

Title: ______________________________

ALBANY WATER BOARD

By: ________________________________

Printed Name: ______________________

Title: ______________________________

CITY OF COHOES

By: ________________________________

Printed Name: George A. Piazza

Title: MAYOR
VILLAGE OF GREEN ISLAND

By: [Signature]

Printed Name: Ellen M. McNulty-Ryan

Title: Mayor

CITY OF TROY

By: 

Printed Name:

Title:

CITY OF RENSSELAER

By: 

Printed Name:

Title:

CITY OF WATERVLIET

By: 

Printed Name:

Title:
VILLAGE OF GREEN ISLAND

By: __________________________

Printed Name: __________________________

Title: __________________________

CITY OF TROY

By: __________________________

Printed Name: Louis A. Rosamilia

Title: Mayor

CITY OF RENSSELAER

By: __________________________

Printed Name: __________________________

Title: __________________________

CITY OF WATERVLIET

By: __________________________

Printed Name: __________________________

Title: __________________________
VILLAGE OF GREEN ISLAND
By: ________________________________
Printed Name: _____________________
Title: ______________________________

CITY OF TROY
By: ________________________________
Printed Name: _____________________
Title: ______________________________

CITY OF RENSSELAER
By: ________________________________
Printed Name: Hon. Daniel Dwyer
Title: Mayor ________________________

CITY OF WATERVLIET
By: ________________________________
Printed Name: _____________________
Title: ______________________________
VILLAGE OF GREEN ISLAND
By: __________________________
Printed Name: _______________________
Title: __________________________

CITY OF TROY
By: __________________________
Printed Name: _______________________
Title: __________________________

CITY OF RENSSELAER
By: __________________________
Printed Name: _______________________
Title: __________________________

CITY OF WATERVLIET
By: __________________________
Printed Name: Michael P Manning
Title: Mayor
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<td>Floateables Control Facility for CSO 009 Outfall (Regulators Quakenbush, Jackson and Livingston)</td>
<td>Satellite Treatment and/or Floateables Control Facilities</td>
<td>APCs</td>
<td>Albany</td>
<td>A-030</td>
<td>APCs</td>
<td>AWB</td>
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<td>&quot;Big C&quot; Disinfection and Floateables Control Facility</td>
<td>Satellite Treatment and/or Floateables Control Facilities</td>
<td>APCs</td>
<td>Albany</td>
<td>A-026</td>
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<td>SSS-04</td>
<td>&quot;Little C&quot; Floateables Control Facility</td>
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<td>Cohoes</td>
<td>C-006, 015</td>
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<td>Cross St. Sewer Outfall Repairs and/or Replacement</td>
<td>Tributary Enhancements</td>
<td>APCs</td>
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<td>SSS-06</td>
<td>Cross St. Trunk Sewer Rehabilitation Phase I</td>
<td>Tributary Enhancements</td>
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<td>SSS-07</td>
<td>Cross St. Trunk Sewer Rehabilitation Phase II</td>
<td>Tributary Enhancements</td>
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<td>SSS-08</td>
<td>Investigate Non-CSO Bacteria Sources Along Mill Creek, Poesten Kill, &amp; Wynants Kill</td>
<td>Tributary Enhancements</td>
<td>APCs</td>
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<td>SSS-09</td>
<td>Cross Street Sewer Outfall Evaluation</td>
<td>Tributary Enhancements</td>
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<td>T-045</td>
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EXHIBIT B
November 16, 2018

William D. Simcoe, P. E.
Deputy Commissioner
City of Albany Department of Water & Water Supply
10 North Enterprise Drive
Albany, NY 12204

Dear Mr. Simcoe:

The Board of Commissioners would like to inform you that on November 7, 2018 as a result of the presentation made by Dr. Gregory Davierio (Schnabel Engineering), they have approved the plan to redirect flow and floatables in accordance to the November 2, 2018 (Schnabel reference number 18P25030.00) report and November 7, 2018, Independent Review to the Board of Commissioners. This approval comes with the understanding that the Albany Water Board agrees to make the necessary South plant improvements to manage the transfer of floatables to the plant:

- Three new stainless steel screens to support one half inch screening.
- New conveyor belt.
- Washer, compacter (provided it does not require building extension).
- New dumpster truck to support 10 yard roll-off containers.
- Three new ten yard dumpsters to accommodate screenings.
- Modification to the four primary pumps to support double ball checks for ease of pumping.

The Commission recognizes the recommended improvements to the treatment headworks would be a tremendous benefit for both the plant operation and the City’s management of the treatment facility located in Lincoln Park.

The Commission has indicated a number of concerns that still have to be reviewed but could not be advanced until the Albany Water Board received approval to advance the concept and begin design of the project.

Therefore, the Commission is requesting that the Albany Water Board continue to retain Dr. Greg Davierio, Schnabel Engineering on behalf of the District who will evaluate the design of hydraulic modeling employed by the JVT to ensure that the redirection of flow and floatables from the Lincoln Park CSO treatment facility will not negatively affect the operation of the treatment plant headworks, intercepting sewer, or sewer laterals.
A review of the 60%, 80% and Final design must be sent to the Commission by Schnabel Engineering. The review will also be with the inclusion of floatable control units being employed upstream of the Rensselaer Street regulating chamber. It must be noted that the improvements to the treatment plant must come on line before the Lincoln Park facility.

The Commission also finds it necessary to request that the Albany Water Board retain Dr. Daviero to update the South Plant Wet Weather Operating Plan which will be required when the new system is employed.

The Commission agrees that the proposed facilities in Lincoln Park, in conjunction with improvements the Albany Water Board plans to make at the treatment plant, should provide the City with the best alternative to the handling of screenings while satisfying public concerns.

Please let me know if you have any questions at 518-447-1614.

Very truly yours,

[Signature]

John R. Adair, Jr.
Chairman

11/6/18

As per your request for response, please acknowledge your acceptance with the District's requirements by signing below and returning to the District offices as soon as possible.

[Signature]
William Simcoe, Deputy Commissioner

11-16-18

Date
MEMORANDUM

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

From: Bob Belber
      Regional General Manager

Date: July 8, 2019

Re: Request For Legislative Action – Lease Suite # 25
    James Kleinbaum Attorneys at Law, Columbia Title, Chicago Title and
    Maurice Tessier

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

Three of the suite holders have been the tenant in Suite # 25 and are current with all payments owed. There is one new partner named Maurice Tessier. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of $51,000 per year.

All letters of intent have been received with a deposits and pending approval, the County Attorney’s office will produce a new lease document with the Resolution # assigned.

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

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

Sincerely;

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for lease of Suite #25

Date: July 8, 2019
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008

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):
James Kleinbaum Attorneys at Law
18 Park Row
Chatham, NY 12037

Columbia Tile
18 Washington Ave
Chatham, NY 12037

Chicago Title Insurance Company
80 State Street
Albany, NY 12207

Maurice Tessier
29 Princess Lane
Loudonville, NY 12211

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

Amount/RAISE Schedule/fee: $51,000
Scope of Services:
Three Year Lease of Suite # 25 to James Kleinbaum, Columbia Tile,
Chicago Title and Maurice Tessier
CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: AA 7128 02451
Revenue Amount: $51,000
Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

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

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

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

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

Justification: (state briefly why legislative action is requested)
Leasing suite #25 for a three year period - September 1, 2019 thru August 31, 2022. This is a renewal agreement for three of the tenants. The new partner in the suite is Maurice Tessier. The three tenants are current on all payments. All parties have paid their deposit and have all signed the required letters of intent.

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

BY

JAMES E. KLEINBAUM
ATTORNEYS AT LAW

FOR

CORPORATE SUITE #25

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

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 25 (hereafter the Suite). The cost to lease one quarter of one of these suites will be TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($12,750.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Four (4) passes will be provided at no charge for all Albany Empire and Siena home games. Four (4) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional “outside” seats.

To further solidify this Letter of Intent, a non-refundable deposit of $750.00 (SEVEN HUNDRED AND FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
James E. Kleinbaum
Attorneys at Law
Suite #25
Page 2

Dated: 2/22/19

James E. Kleinbaum
James Kleinbaum  
Attorney at Law PC  
10 Park Row  
Chatham, NY 12037  

PAY TO THE ORDER OF Times Union Center  

Seven Hundred Fifty and 00/100* DOLLARS  

Times Union Center  
51 South Pearl Street  
Albany, NY 12207  

MEMO Corp Suite 25  

2/22/2019  

005546  

Bank of Greene County  
60-7046/213
LETTER OF INTENT
BY
COLUMBIA TILE
FOR
CORPORATE SUITE #25

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

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 25 (hereafter the Suite). The cost to lease one quarter of one of these suites will be TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($12,750.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Four (4) passes will be provided at no charge for all Albany Empire and Siena men’s home games. Four (4) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA championship events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional “outside” seats.

To further solidify this Letter of Intent, a non-refundable deposit of $750.00 (SEVEN HUNDRED AND FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
Columbia Title
Suite #25
Page 2

Dated: 6/13/19

Kenneth Baccaro
Columbia Title
COLUMBIA TILE LLC
18 WASHINGTON AVENUE
CHATHAM, NEW YORK 12037-1328
(518) 392-2501

PAY TO THE ORDER OF Times Union Center

$500.00

Five Hundred and 00/100

DOLLARS

Times Union Center
51 South Pearl St.
Albany, NY 12207

MEMO

LOI-2019-2022
COLUMBIA TILE LLC
18 WASHINGTON AVENUE
CHATHAM, NEW YORK 12037-1308
(518) 392-2501

PAY TO THE ORDER OF Times Union Center

Two Hundred Fifty and 00/100

Dollars

Times Union Center
51 South Pearl St.
Albany, NY 12207

MEMO

LOL Lease

3828

6/14/2019

Signatures
LETTER OF INTENT
BY
CHICAGO TITLE
FOR
CORPORATE SUITE #25

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

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 25 (hereafter the Suite). The cost to lease one quarter of one of these suites will be TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($12,750.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Four (4) passes will be provided at no charge for all Albany Empire and Siena home games. Four (4) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional “outside” seats.

To further solidify this Letter of Intent, a non-refundable deposit of $750.00 (SEVEN HUNDRED AND FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
Chicago Title
Suite #25
Page 2

Dated: 04/03/19

[Signature]
Donald Testi
Chicago Title

[Signature]
Michael J. Nargeli
Chicago Title
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<td>$750.00</td>
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Total

$750.00

Pay to the Order of:
TIMES UNION CENTER
51 SOUTH PEARL ST
ALBANY, NY 12207 1527

Date: 
Amount: $750.00

[Signature]
LETTER OF INTENT

BY

MAURICE TESSIER

FOR

CORPORATE SUITE #25

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

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 25 (hereafter the Suite). The cost to lease one quarter of one of these suites will be, TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($12,750.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the Letter of Intent. Four (4) passes will be provided at no charge for all Albany Empire and Siena men's home games. Four (4) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA championship events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this Letter of Intent, a non-refundable deposit of $750.00 (SEVEN HUNDRED AND FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
Maurice Tessier
Suite #25
Page 2

Dated: 7/1/19

Maurice Tessier
MAURICE P TESSIER
MELISSA L TESSIER
29 PRINCESS LN.
LOUDONVILLE, NY 12211

PAY TO THE ORDER OF Time Union Center
Seven Hundred Fifty and 00/100 DOLLARS

DATE 7/11/19

M&T Bank

MEMO

Maurice tessier
MEMORANDUM

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

From: Bob Belber
Regional General Manager

Date: June 28, 2019

Re: Request For Legislative Action – Lease Suite # 6
OrthopedicsNY, LLP

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

This suite holder has been the tenant in Suite # 6 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of $51,000 per year.

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

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

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

Sincerely;

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contact Authorization for suite # 6

Date: June 28, 2019
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

  Choose an item.

  Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  

Contract Terms/Conditions:

Party (Name/address):
OrthopedicsNY, LLP
121 Everett Road
Albany, New York 12211

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

Amount/Raise Schedule/Fee: $51,000 per year
Scope of Services: Three Year lease of suite #6 to OrthopedicsNY, LLP

Bond Res. No.:  
Date of Adoption:  

CONCERNING ALL REQUESTS

Mandated Program/Service: ☑ Yes ☐ No
If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact: 
Yes ☑ No ☐
Anticipated in Current Budget: 
Yes ☑ No ☐
County Budget Accounts:
Revenue Account and Line: AA 7128 02451
Revenue Amount: $51,000

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

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

Term
Term: (Start and end date) October 1, 2019 - September 30, 2022
Length of Contract: Click or tap here to enter text.

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

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

Justification: (state briefly why legislative action is requested)
Leasing suite #6 for a three year period October 1, 2019 thru September 30, 2022. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the $3,000 deposit required along with the signed letter of intent.

Submitted By: Robert Belber
Title: General Manager
LETTER OF INTENT
BY
ORTHOPEDICSNY, LLP
FOR
CORPORATE SUITE #6

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

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 6 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS ($51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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

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

To further solidify this Letter of Intent, a non-refundable deposit of $3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
PAY TO THE ORDER OF Times Union Center, SMG

Three Thousand and 00/100

Times Union Center, SMG
51 South Pearl St.
Albany, NY 12207

$3,000.00

DOLLARS

32613

3,000.00

3,000.00

3,000.00

3,000.00

Key Bank - Operating ORTHONY 3,000.00
MEMORANDUM

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

From: Bob Belber
       Regional General Manager

Date: June 28, 2019

Re: Request For Legislative Action – Lease Suite # 11
    Trustco Bank

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

This suite holder has been the tenant in Suite # 11 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of $51,000 per year.

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

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

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

Sincerely;

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for lease of suite #11

Date: June 28, 2019
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Trustco Bank
5 Sarnowski Drive
Glenville, New York 12302

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

Amount/Raise Schedule/Fee: $51,000 per year
Scope of Services: Three Year Lease of Suite #11 to Trustco Bank

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA 7128 02451
Revenue Amount: $51,000

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

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

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

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

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

Justification: (state briefly why legislative action is requested)
Leasing suite #11 for a three year period- September 1, 2019 thru August 31, 2022. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the $3,000 deposit required along with the signed letter of intent.

Submitted By: Robert Belber
Title: General Manager
LETTER OF INTENT
BY
TRUSTCO BANK
FOR
CORPORATE SUITE #11

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

This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 11 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS ($51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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

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

To further solidify this Letter of Intent, a non-refundable deposit of $3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.
Letter of Intent
Trustco Bank
Suite #11
Page 2

Dated: 5/23/19

Adam Roselan
Trustco Bank

[Signature]
MEMORANDUM

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

From: Bob Belber
       General Manager

Date: April 11, 2019

Re: Request for Legislative Action – Extension of Contract
   EXECUTIVE CLEANING SERVICES OF ALBANY, INC.
   Provider of Janitorial and Cleaning Services for the Civic Center

The Agreement as authorized pursuant to Resolution No. 462 for 2016 by and between the County of Albany and Executive Cleaning Services of Albany, Inc. commencing on November 16, 2016 and ending on November 15, 2019 has an option to renew for three one-year terms.

SMG is hereby recommending to Albany County to exercise the first of three one-year options, which will extend the current Agreement with Executive Cleaning Services of Albany, Inc. from November 16, 2019 thru November 15, 2020. This company has done a good job of cleaning the arena, parking garage and walkway for the last three years and it has held the cleaning contract since the building opened in 1990. Its owner Mel Wilcove continues to be on site with his managers and crews for almost every event.

Thank you for adding this to the agenda for the next available Civic Center Committee or Public Works Committee meeting.

Sincerely;

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Requesting Authorization to Exercise Option to Renew Civic Center Cleaning Contract with Executive Cleaning Services of Albany, Inc.

Date: 7/9/2019
Submitted By: Bob Belber
Department: Times Union Center
Title: General Manager
Phone: 518-487-2000
Department Rep. Bob Belber
Attending Meeting: Bob Belber

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
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):
Executive Cleaning Services of Albany, Inc.
4 Wedgewood Road
Voorheesville, NY 12186

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

Amount/Raise Schedule/fee:
See attachment for Rates
Scope of Services:
Janitorial and Cleaning Services for the Civic Center

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: AA7128
Appropriation Amount: See Attachment for Rates

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) 11/16/19 - 11/15/2020
Length of Contract: One Year

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 Agreement as authorized pursuant to Resolution No. 462 for 2016 by and between the County of Albany and Executive Cleaning Services of Albany, Inc. commencing on November 16, 2016 and ending on November 15, 2019 has an option to renew for three one-year terms.

SMG is hereby recommending to Albany County to exercise the first of three one-year options, which will extend the current Agreement with Executive Cleaning Services of Albany, Inc. from November 16, 2019 thru November 15, 2020. This company has done a good job of cleaning the arena, parking garage and walkway for the last three years and it has held the cleaning contract since the building opened in 1990. Its owner Mel Wilcove continues to be on site with his managers and crews for almost every event.
RESOLUTION NO. 462

AUTHORIZING AN AGREEMENT WITH EXECUTIVE CLEANING SERVICES REGARDING JANITORIAL AND CLEANING SERVICES AT THE TIMES UNION CENTER

Introduced: 11/14/16
By Civic Center Committee:

WHEREAS, The General Manager of the Times Union Center has requested authorization to enter into an agreement with Executive Cleaning Services at the Times Union Center, and

WHEREAS, The General Manager indicated that the proposed term of the agreement will begin November 16, 2016 and end November 15, 2019 in an amount not to exceed the weekly cleaning rate of $6,234 plus cleaning fees, which vary based on attendance figures: $2,025 for under 4,500 people; $2,250 for 4,501 to 6,500 people; $2,475 for 6,501 to 8,999 people; $2,700 for 9,000 to 10,999 people and $4,300 for over 10,999 at the Times Union Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Executive Cleaning Services for a three year period beginning November 16, 2016 and ending November 15, 2019 in accordance with the proposal submitted and the appropriate fees for cleaning services reflected above regarding janitorial and cleaning services with an option to renew for three one-year terms at the Times Union Center, and, be it further

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

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

Adopted by unanimous vote. 11/14/16
AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND EXECUTIVE CLEANING SERVICES OF ALBANY, INC.
AS PROVIDER OF JANITORIAL AND CLEANING SERVICES FOR THE CIVIC CENTER

Resolution No. 462 for 2016

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the “County” or “Owner”) and Executive Cleaning Services of Albany, Inc., a corporation authorized to do business in the state of New York, with its principal office located at 4 Wedgewood Road, Voorheesville, New York 12186 and a mailing address of P.O. Box 5, Guilderland, NY 12084 (hereinafter called the “Contractor”) and SMG, as management agent for the County for the Times Union Center, located at 51 South Pearl Street, Albany NY 12207 (hereinafter called “SMG” and, together with the County, and Executive Cleaning Services of Albany, Inc. called the “Parties”).

WITNESSETH:

WHEREAS, SMG had requested bids from providers of janitorial and cleaning services at the Times Union Center, said request having been denominated Request for Bids #TUC2016-01 Cleaning Services at the Times Union Center and having been published by the Albany County Purchasing Department, and said request for bids is incorporated by reference and made a part hereof; and

WHEREAS, the Contractor had heretofore submitted a bid for provision of said janitorial and cleaning services,

WHEREAS, the County and SMG had accepted the proposal of the Contractor to provide the aforementioned services,
WHEREAS, the County Legislature by Resolution No. 462 for 2016 had authorized the County Executive to enter into an agreement with Contractor regarding janitorial and cleaning services at the Times Union Center for a term commencing November 16, 2016 and ending November 15, 2019 with an option to renew for three one-year terms,

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

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1.1 SMG and the County shall retain the services of Contractor to perform janitorial and cleaning services at the Times Union Center, located at 51 South Pearl Street in the County of Albany and City of Albany, in accordance with the specifications set forth in Schedule "B" which is attached hereto and made a part thereof, for a period commencing November 16, 2016 and ending November 15, 2019.

ARTICLE 2. SCHEDULE

2.1 The Contractor shall complete the work in a timely manner to protect the interest and rights of SMG and the County to the fullest extent reasonably possible.

ARTICLE 3. COMPENSATION

3.1 SMG and the County agree to pay, weekly, after receipt of an itemized invoice, and the Contractor agrees to accept, in consideration for the services to be performed herein, the following compensation:
• **Weekly Cleaning – Times Union Center Proper** $3,461.54/week
  
  No more than $180,000.00/annually

• **Atrium, Walkway and Knuckle** $2,022.61/week*
  
  No more than $105,175.70/annually

*Area is currently under construction. Upon completions, portions of areas will be open until final completion. SMG will pay Contractor based on the percentage of construction completed (i.e. if project is 60% complete and opened, SMG Times Union Center will be billed 60% of weekly costs. Process will continue until 100% complete).

• **Parking Garage Cleaning**
  
  $ 750.00/week
  No more than $39,000.00/annually

• **Window Cleaning** $45,360.00/cleaning**
  
  Includes Renovated Times Union Center Glass:
  - Atrium (when completed) all glass inside and out
  - Knuckle – inside and out
  - Corners—inside and out
  - Southside – inside and out

**Window cleaning is to be completed only upon request from SMG. It is estimated that it be completed quarterly and for no more than $181,440.00/year.

• **Event Cleaning**
  o Less than 4,501
  o 4,501-6,500
  o 6,501-8,999
  o 9,000-10,999
  o Greater than 10,999
  o Double Events
  o Triple Events
  o Confetti Cleanup
  o Dirt Tracks
  o Circus

Drop Count plus $3,500.00

Event plus $. 900.00
o Block Party $ 275.00
o Porters for Trade Shows $ 19.00/hour

All flat fees shall be adjusted annually to conform to an increase in the Consumer Price Index, capped at 2%.

3.2 This Agreement may be amended upon the prior written consent of the parties hereto and with the authorization of SMG and the County.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by SMG and the County pursuant to Section 3.1.

4.2 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The rights and obligations under this Agreement commence on November 16, 2016 (11/16/2016) and will continue in effect until November 15, 2019 (11/15/2019).

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by SMG and the County or the Contractor as follows:

6.1.1 SMG and the County may terminate this Agreement if the Contractor refuses or fails, after notice and a reasonable opportunity to cure, to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to SMG or
County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or, after notice and reasonable opportunity to cure, if the Contractor is substantially in breach of any of its provisions. In the event of any such termination, the Contractor shall be entitled to compensation (pursuant to this Agreement) for all work performed pursuant to an in accordance with this Agreement.

6.1.2 The Contractor may terminate this Agreement if SMG and the County is substantially in breach of it.

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

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of SMG and the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of SMG and the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions that SMG and the County may deem necessary or appropriate.
ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives and employees of SMG and the County and SMG and the County shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to SMG and the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

ARTICLE 11. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its SMG or County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.
ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1998, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under § 4 of the said Local Law No. 3 for 1998 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that Contractor has not:

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

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

ARTICLE 14. RELATIONSHIP OF THE PARTIES

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of SMG or the County for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of SMG or the County.
ARTICLE 15. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless SMG and the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 16. INSURANCE COVERAGE

16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to SMG and the County, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name SMG and the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by SMG and the County.

16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish SMG and the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide SMG and the County with updated Certificates of Insurance prior to the expiration of any previously-issued Certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to SMG and the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, SMG and the County may declare this Agreement suspended, discontinued or terminated.

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

8
ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to SMG and the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 108-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. ACCOUNTING RECORDS

19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by SMG and the County upon request.

19.2 Contractor shall provide SMG and the County and authorized State and/or Federal personnel access to any and all non-confidential books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such
information available to SMG and the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment 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.

ARTICLE 21. NON-INTERRUPTION OF WORK

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

ARTICLE 22. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify SMG and the County of that opinion. SMG and the County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event SMG and the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.
ARTICLE 23. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give SMG and the County prompt written notice prior to the end of the Term.

ARTICLE 24. LICENSES

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

ARTICLE 25. PARTIAL INVALIDITY

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

ARTICLE 26. HEADINGS – CONSTRUCTION

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

ARTICLE 27. NOTICES

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

ARTICLE 28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue for any dispute under this agreement shall be in Albany County.

ARTICLE 29. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE 30. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 31. EXECUTION OF DOCUMENTS

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

(The rest of this page left intentionally blank.)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 12/27/16

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone, Esq.
Deputy County Executive

SMG

DATED: Dec 20, 2016

BY: Robert H. Belber
General Manager

Executive Cleaning Services of Albany, Inc.

DATED: Dec 7, 2014

BY: Melvin E. Wilcove
President
STATE OF NEW YORK  
COUNTY OF ALBANY  ) SS.:

On the ___ day of _____________, 2016, before me, the undersigned, personally appeared DANIEL P. MCCOY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF ALBANY  ) SS.:

On the __22__ day of __December__, 2016, before me, the undersigned, personally appeared PHILLIP CALDERONE, ESQ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

__________________________
NOTARY PUBLIC
STATE OF NEW YORK )
COUNTY OF Albany ) SS:

On the 24th day of December, 2016, before me, the undersigned, personally appeared ROBERT H. BELBER personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

MELANIE J. RUMZEY
Notary Public, State of New York
Qualified in Albany County
No. 01BU6048802
Commission Expires Oct. 2, 2017

STATE OF NEW YORK )
COUNTY OF Albany ) SS:

On the 7th day of December, 2016, before me, the undersigned, personally appeared MELVIN E. WILCOVE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

PATRICIA A. CHRISTIAN
Notary Public, State of New York
Qualified in Rensselaer County
No. 01GH487803
Commission Expires March 28, 2019
SCHEDULE "A"

INSURANCE COVERAGE

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

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.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than $1,000,000 per occurrence.
SCHEDULE "B"

SPECIFICATIONS

The following list of specifications is not exhaustive and shall also include all other cleaning requirements included within RFB #TUC2016-01, for Cleaning Services at the Times Union Center.

1. EVENT CLEANING/MULTIPLE EVENT CLEANING

A. ARENA- Crew will be scheduled to perform the following functions immediately at conclusion of event:

1. All seating area floors will be swept and trash removed to a dumpster on site.
2. All seating area floors will be mopped to remove spills and soil.
3. Seats requiring cleaning will be cleaned.
4. Arena floor will be swept and trash removed to a dumpster on site.
5. Arena floor will be mopped or scrubbed with an automatic scrubber, if not covered by ice or ice deck flooring.

B. RESTROOMS - to be performed immediately after event, or prior to noon the following day, subject to event schedule.

1. All rest rooms will be thoroughly wet cleaned and sanitized.
2. Toilets, urinals, sinks, shelves, dispensers, and receptacles will be thoroughly cleaned and sanitized.
3. Rest room floors will be swept.
4. Rest room floors will be wet mopped with a disinfectant detergent solution.
5. Walls, partitions, and mirrors will be cleaned to remove spots, smudges and graffiti.
6. All receptacles will be emptied and trash removed.
7. All toilet tissue, hand towels and soap will be replenished and supplied by Contractor.

C. CONCOURSE - the following will be completed immediately at the conclusion of an event.

1. Floor will be swept and trash removed to a dumpster.
2. Floor will be machine scrubbed.
3. Trash receptacles will be emptied and cleaned.
4. Stairs to second level will be swept and mopped. Railings are to be dusted.
5. Walls will be spot washed as needed.
6. Trash receptacles will be placed on concourse in designated areas after cleaning is complete.
7. Glass windows and doors will be washed, interior and exterior.

D. OUTSIDE AREAS
1. All exterior sidewalks, corporate parking lot and walkways will be swept and debris-free prior to 8:00 the morning following an event.
2. All exterior sidewalks, corporate parking lot and walkways shall be maintained throughout the day.
3. Elevators will be cleaned.
4. Trash receptacles will be emptied.

E. LOCKER ROOMS, HALLS AND OFFICES (back of house) - to be performed prior to 8:00 AM the following day, or earlier if event schedule dictates.
1. Locker rooms will be thoroughly cleaned and showers disinfected and sanitized after all events and practices.
2. Halls will be vacuumed daily and shampooed monthly.
3. Offices and rest rooms will be thoroughly cleaned and restocked.
4. Area between carpentry shop and ARAMARK kitchen will be cleaned/swept.

F. SUITES - to be performed before 8:00 AM the following morning.
1. All trash will be removed, trash receptacles emptied.

The following needs to be performed prior to each event:
1. Rest rooms will be thoroughly wet cleaned and sanitized. Paper products and hand soap will be replenished and provided by contractor.
2. All carpets will be vacuumed and spot cleaned,
3. Seats will be brushed off and spots removed.
4. Bar area will be cleaned and polished.
5. Glass mirrors will be washed.
6. Doors and walls will be spot cleaned.
7. Tops and sides of walls will be cleaned.
8. Windows and windowsills will be washed/cleaned.
9. Trash cans are to be sanitized on a monthly basis.
10. For multiple events, suites are to be picked up, swept and spot mopped. Bathrooms will be sanitized.
11. Refrigerator removed and cleaned as well as area behind the cabinets on a monthly basis.
G. DURING THE EVENT

1. Rest rooms will be stocked and policed as needed specifically before and after intermission.
2. Spills will be mopped immediately.
3. Trashcans will be emptied on the concourse, in the bathrooms, locker rooms and wherever needed.
4. Emergencies, i.e. spillage, sickness, etc. will be handled immediately.
5. The manager will walk around areas of the arena to inspect the building and will keep in constant communication with arena staff.

H. SPECIFIC EVENT CLEANING

1. Hockey
   a. Wash interior and exterior of hockey glass prior to every game.
   b. Clean puck marks and paint off of dasher boards prior to every game.
   c. Clean and mop team bench and penalty box area prior to every game.

2. Basketball
   a. Mop basketball court twice daily or as needed per Director of Operation's discretion while court is set-up.
   b. Wash backboards prior to every game.
   c. Provide 2 "sweepers" and clean brooms/mops to sweep court before game and at halftime.

3. Football
   a. Vacuum carpet prior to every game.
   b. Clean team benches prior to every game.

1. VIP CLUB

1. Floor will be mopped the following morning.
2. Garbage cans emptied and cleaned.
3. In between multiple events the club will be swept and trash receptacles emptied.
J. CONCLUSION OF AN EVENT

1. The area underneath the telescopic seating needs to be swept and cleaned prior to the operations department pushing in or pulling out those seats during a changeover. The cleaning manager needs to communicate with the Director of Operations or the designee on an event by event basis.

11. WEEKLY CLEANING

A. OFFICE

1. Trash receptacles will be emptied and trash removed to dumpster on site daily.
2. Carpets will be vacuumed and spots removed as needed.
3. All desks, chairs, filing cabinets and furniture will be dusted or damp wiped on a weekly basis.
4. Picture frames will be dusted daily.
5. Doors, door jams and wall plus switch plate areas will be washed to remove fingerprints and smudges.
6. Kitchen to be cleaned daily.
7. Glass doors and moldings will be washed daily.
8. Front door areas will be swept daily.
9. Recycling bins emptied to onsite recycling containers.

B. ENTRANCES

1. All entrance glass will be washed daily.
2. Floors will be swept and mopped daily.
3. Door frames and threshold plates will be cleaned daily.

C. OUTSIDE AREAS

1. Sidewalk and areas adjacent to the building will be machine-washed and hand swept or picked to remove all trash and debris.
2. Spillage and spots will be washed and removed. Trash receptacles will be emptied and cleaned.
3. Trash receptacles will be emptied and cleaned.
4. Elevators will be cleaned and disinfected daily.
5. Exterior trash cans will be emptied daily.
6. Trash will be collected from the rental spaces three times daily.
7. Service area behind the building, including stairways to boiler room and area adjacent to compactor, from the loading dock to Beaver Street, will be cleaned daily;
8. Contractor will be responsible for all graffiti removal on a daily basis.
9. Pressure wash atrium area monthly weather permitting.

D. WALKWAY

1. The North walkway from South Pearl Street to the Empire State Plaza will be cleaned and monitored daily. Window frames and steel are to be cleaned weekly. Interior side of glass is to be done bi-weekly.
2. The walkway will be pressure washed monthly, weather permitting.

E. PARKING GARAGE

1. Power sweeping all floors
2. Power washing all floors, curbs and sidewalks
3. Trash pick-up (on site and in facility)
4. Empty trash receptacles
5. Washrooms-floor, fixtures, Walls
6. Elevator-floors, walls, ceiling, doors, tracks
7. Elevator lobby areas
8. Stairs-floors, handrails
9. All glass including window walls & door frames
10. Cleaning of glass in highly traveled areas
11. Parking control equipment
12. De-greasing of floors using high pressure water
13. General removal of cobweb infestations, etc.
14. Removal of all graffiti

Bi-monthly
Spring & Fall
Daily
Daily
Daily
Daily
Daily
Monthly
Weekly
Weekly
Semi-annual
Weekly
Daily

III SUMMER MAJOR HOUSEHOLD PROJECTS

A. Thorough cleaning of suites.
B. Box Office to be thoroughly cleaned and rugs shampooed under the supervision of Box Office Manager.
C. Administrative Offices furniture to be cleaned annually, all desks washed and appropriately polished. Walls dusted down and washed, doors washed rugs to be cleaned quarterly.
D. Lower and upper level stands/seats are to be steam cleaned annually.
E. All exterior sidewalks and walkways are to be steam cleaned bi-annually.

IV REQUIREMENTS OF CONTRACTOR

A. Provide all necessary machinery including but not limited to, ride-on and walk behind scrubbers as well as a machine to clean aisles under the seats. Equipment including but not limited to
brooms, mops, pails, gondolas, etc., and all other necessary items to provide the janitorial and cleaning services. The equipment should be replaced as needed.

B. Provide all cleaning supplies needed to perform cleaning services as well as providing all paper towels, toilet paper, sanitary holders, trash can liners (bags), recycling liners (bags), hand soaps for arena, arena offices, parking garage offices and tenants.

C. Provide all trash cans on the concourse and in bathrooms throughout the arena.

D. Manager on site during regular business hours and all events. The manager must be at the arena prior to an event and the hours following an event. The manager must inspect the building one hour prior to the doors opening for an event for cleanliness of the entire arena including but not limited to the concourse, suites and bathrooms, locker room hallway, dressing rooms and concourse bathrooms including the handicapped bathrooms.

E. Cleaning staff must wear uniforms and Identification badges while working in the arena.

F. Provide radios to staff and arena management.

G. Provide a list of contact names in case of an emergency.

H. Employees must have a background check completed prior to hiring and such shall be provided to SMG upon request.

I. Comply with SMG recycling requirements as well as supplying supplies as noted in the specifications.
Janitorial and Cleaning services at the Times Union Center
Bid #UC2016-01
Due date 6/1/16 at 4pm

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