

# **COUNTY OF ALBANY**

## **REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**



**RFB #2022-072**

### **WATERVLIET SHAKER ROAD (CR157) ROADWAY IMPROVEMENT PROJECT PHASE III, TREE CLEARING AND PRELIMINARY GRADING CONTRACT**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
PAMELA O NEILL, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

**COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION  
112 STATE STREET, ROOM 1000, ALBANY, NY 12207  
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

**TITLE: Watervliet Shaker Road (CR157) Roadway Improvement Project Phase III, Tree Clearing and Preliminary Grading Contract RFB NUMBER 2022-072**

**Receipt Confirmation Form**

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

Pamela O Neill  
Purchasing Agent  
County of Albany  
112 State Street, Room 1000  
Albany, NY 12207

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

**Yes** /  **No**

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

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207

## **NON-BIDDER RESPONSE**

**RFB #2022-072**

**Watervliet Shaker Road (CR157) Roadway Improvement Project Phase III, Tree Clearing and Preliminary Grading Contract**

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

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

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

**NOTICE TO BIDDERS -- ALBANY COUNTY  
REQUEST FOR BIDS RFB #2022-072**

Sealed Bids for **WATERVLIET SHAKER RD. (CR 157), ROADWAY IMPROVEMENT PROJECT PHASE III, TREE CLEARING & PRELIMINARY GRADING CONTRACT** as requested by **ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, **JUNE 16, 2022**.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **June 2, 2022**.

A site visit will be held **TUESDAY, JUNE 7, 2022 at 1:00PM**. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Pamela O Neill  
Purchasing Agent

Dated: Albany, New York  
May 26, 2022

PUBLISH ONE DAY – JUNE 2, 2022 -- THE EVANGELIST  
PUBLISH ONE DAY – JUNE 2, 2022 -- THE TIMES UNION

**COUNTY OF ALBANY**  
**REQUEST FOR BIDS**  
**GENERAL INSTRUCTIONS TO BIDDERS**

**BID DISTRIBUTION- *IMPORTANT NOTICE***

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

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

**SECTION 1: BID IDENTIFICATION**

- 1.1 Title: ***WATERVLIET SHAKER RD. (CR 157), ROADWAY IMPROVEMENT PROJECT PHASE III, TREE CLEARING & PRELIMINARY GRADING CONTRACT***
- 1.2 Requesting Department: ***ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS***
- 1.3 Bid Number: ***RFB-2022-072***

**SECTION 2: PURPOSE**

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for ***TREE CLEARING AND PRELIMINARY GRADING PER THE ACCOMPANYING PLANS*** as requested by ***ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS***
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto

**SECTION 3: BIDDING DOCUMENTS**

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

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

#### **SECTION 4: SUBMISSION OF BIDS**

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON JUNE 16, 2022**, at the following address:

Pamela O Neill  
Albany County Purchasing Agent  
112 State Street, **Room 1000**  
Albany, NY 12207

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 **There will be a site visit on Tuesday, June 7, at 1:00 PM.**  
**This will be the only scheduled site visit. Interested bidders are strongly urged to attend.**

#### **SECTION 5: TERM OF BID**

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

#### **SECTION 6: BID SECURITY**

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of ***FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT IN UNITED STATES CURRENCY*** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**

6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

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

## **SECTION 7: QUALIFICATION OF BIDDER**

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

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

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

7.4 All bidders must document five (5) or more years in the business of providing the ***CLEARING AND GRADING***.

## **SECTION 8: Section not in use**

## **SECTION 9: DISQUALIFICATION**

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

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



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

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

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

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

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

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

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

## **SECTION 10: PREVAILING WAGE**

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

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

10.3 Payrolls and Payroll Records: Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed,

Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

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

## **SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE**

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

## **SECTION 12: BID FORM**

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

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

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

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

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

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

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

## **SECTION 13: EQUIVALENT GOODS**

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

#### **SECTION 14: SPECIFICATION CLARIFICATION**

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

Pamela O Neill  
Albany County Purchasing Agent  
112 State Street, ***Room 1000***  
Albany, NY 12207  
Telephone: (518) 447-7140  
Facsimile: (518) 447-5588  
Email: [pamela.oneill@albanycountyny.gov](mailto:pamela.oneill@albanycountyny.gov)

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

#### **SECTION 15: BID EVALUATION**

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

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

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

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

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

## **SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

## **SECTION 17: AWARD OF BID**

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

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

## **SECTION 18: PERFORMANCE BOND**

18.1 A separate PerformanceBond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **100% of Total Bid** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

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

## SECTION 19: INSURANCE REQUIREMENTS

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

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

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

- (a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from

any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

## **SECTION 20: INDEMNIFICATION**

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

## **SECTION 21: REMEDY FOR BREACH**

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

## **SECTION 22: DELIVERY AND PAYMENT**

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

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

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

## **SECTION 23: CASH DISCOUNT**

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

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

## **SECTION 24: INTENTIONALLY LEFT BLANK**

## **SECTION 25: MACBRIDE PRINCIPLES**

25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under

section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

## **SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT**

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

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

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

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

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

**SECTION 27: Section not in use**

**SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)  
CONSTRUCTION SAFETY AND HEALTH COURSE**

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

**SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS**

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

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

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



## **SECTION 30: SUBCONTRACTORS**

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

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

## **SECTION 31: INTERPRETATION**

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

## **SECTION 32: NON APPROPRIATIONS CLAUSE**

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

## **SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT**

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used

to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

## **SECTION 34: STORMWATER MANAGEMENT PROGRAM**

34.1 Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-10-002), and adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards as defined under the NYS Environmental Conservation Law. Albany County is required by EPA and NYS Regulations to comply with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-15-002). SPDES GP-0-15-002 pertains to all types of construction activity, including highway reconstruction and rehabilitation, new buildings or expansion of existing buildings, parking lots, and other facilities, and any other project meeting the thresholds for the requirement to obtain permit coverage. The successful Bidder/Proposer will therefore be required to treat and/or control, to the maximum extent practicable in the proposed construction project, all construction site stormwater. Accomplishing this objective requires that the County select and implement appropriate construction stormwater Best Management Practices, as documented in the Stormwater Pollution Prevention Plan (SWPPP) associated with the project. Compliance with the SWPPP and with any additional corrective actions requested by the County or its representative shall be fulfilled for the duration of the project including for one year following final stabilization and completion of construction, after such time responsibility for post-construction practices will be assumed by the County, or by another landowner if such practices are off the designated County right-of-way. As required by the aforementioned regulations, site runoff shall be controlled and/or treated utilizing approved methods detailed in the New York Standards and Specifications for Erosion and Sediment Control (current version) and the New York Stormwater Management Design Manual (current version).

The successful Bidder/Proposer shall ensure that its operators and construction site personnel have received, within less than three years prior to their conductance of work on the site, a 4-hour NYSDEC-endorsed training course in acceptable standards and practices for controlling construction site stormwater and managing post-construction stormwater unless they possess certification (current throughout the duration of the project) as a Certified Professional in Erosion and Sediment Control (CPESC). If successful, Bidder/Proposer is will be required to certify to Albany County that operators/employees have received required stormwater training or CPESC certification in accordance with SPDES GP-0-15-002 (see Sheet MS4-2) and, upon request, produce proof thereof. If successful, Bidder/Proposer shall also be responsible for any waste generated from the construction project so as to avoid adverse impacts to water quality.

Pursuant to Local Law 7 of 2007, failure of the successful Bidder/Proposer to comply with Stormwater Discharges from Construction Activities will be subject to a cease and desist order until remedies have been accomplished satisfactorily to NYS Standards.

## **SECTION 35: GREEN INFRASTRUCTURE POLICY**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County  
Pamela O Neill, Purchasing Agent  
112 State Street  
Albany NY 12205

Schedule Year 2021 through 2022  
Date Requested 06/01/2022  
PRC# 2022006181

Location Colonie  
Project ID# RFB#2022-072  
Project Type CR157 Roadway Improvement Project Phase II, Tree Clearing and Preliminary Grading Contract

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

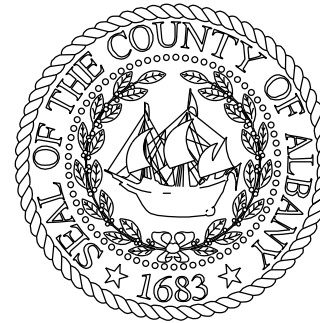
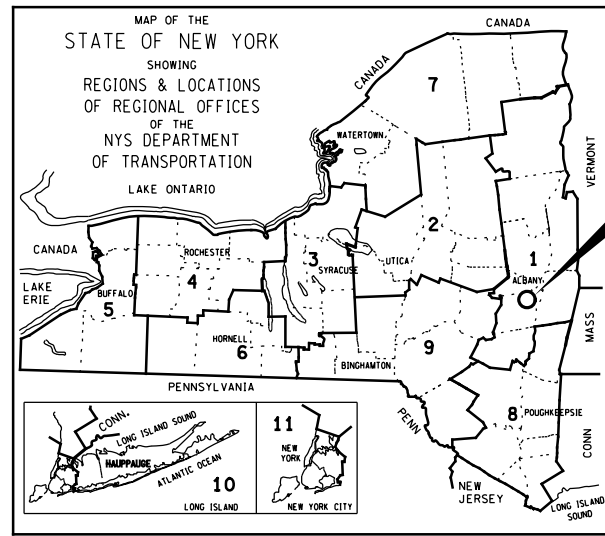
Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

FILE NAME = F:\m\1627 CR 157 Water\1st Shaker Road\DWG\Final Design\Tree Clearing Contract\20-C5587C\_oph\_ovr\_01.dgn  
 DATE/TIME = 5/18/2022 3:21:45 PM  
 USER = ngbison

FILE NAME: DATE: 5/18/2022 BY: ngbison PLOT SCALE: AS SHOWN

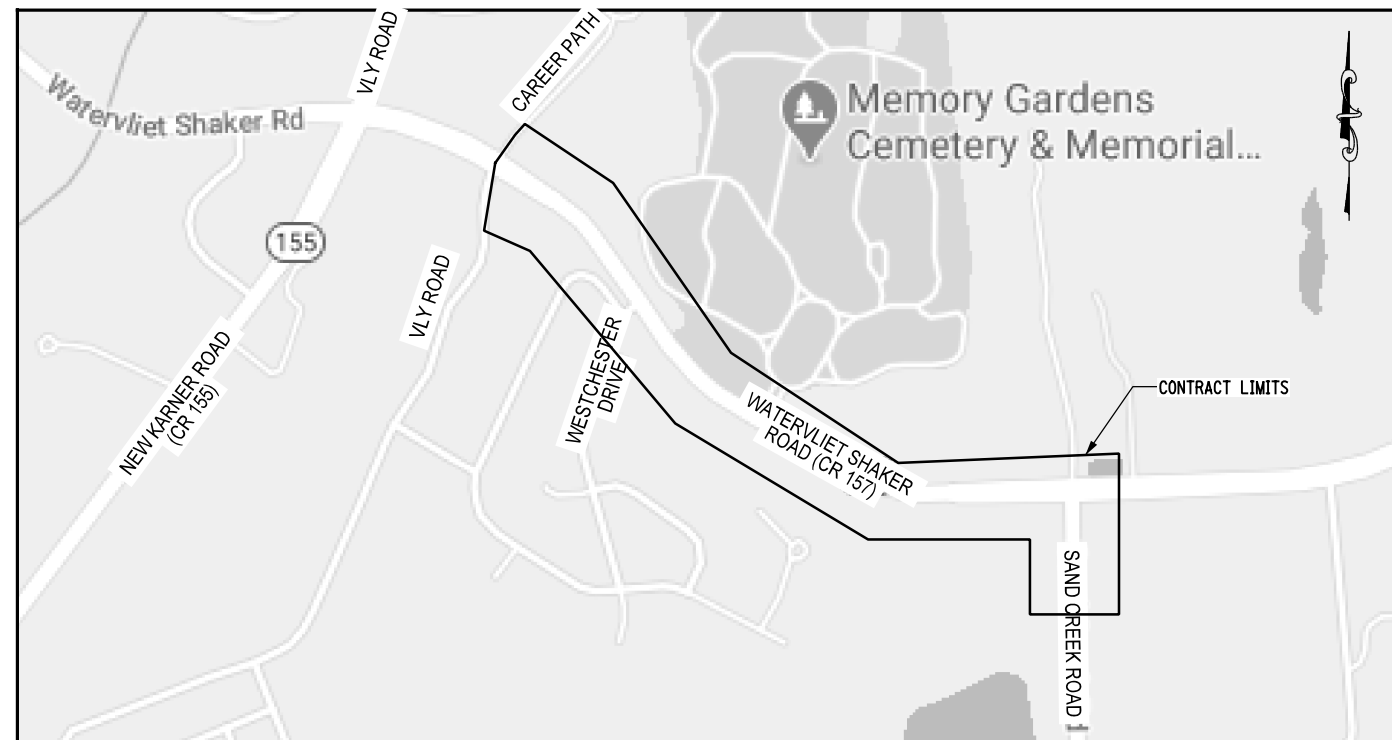


**WATERVLLET SHAKER ROAD (CR 157)  
 ROADWAY IMPROVEMENT PROJECT PHASE III  
 TREE CLEARING AND PRELIMINARY GRADING CONTRACT  
 TOWN OF COLONIE  
 NEW YORK**

THE LATEST REVISIONS OF THE NYS DOT STANDARD SHEETS MAINTAINED BY THE DEPARTMENT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEET(S) UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE LATEST STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) INCLUDING ANY AMENDMENTS, EXCEPT AS MODIFIED ON THESE PLANS AND IN THE ITEMIZED PROPOSAL.

16 SHEETS MAY 2022 ALBANY COUNTY



PROJECT LOCATION MAP  
 SCALE: NTS

**PROJECT DESCRIPTION:**

THE PURPOSE OF THIS CONTRACT IS TO COMPLETE TREE CLEARING AND PRELIMINARY GRADING WORK IN ADVANCE OF THE COUNTY'S WATERVLLET SHAKER ROAD IMPROVEMENT PROJECT. THE WORK IS REQUIRED TO FACILITATE PLANNED UTILITY RELOCATIONS. ELEMENTS OF WORK WITHIN THIS CONTRACT INCLUDE TREE CLEARING AND REMOVAL, STUMP GRUBBING AND REMOVAL, PRELIMINARY GRADING, AND INSTALLATION OF EROSION CONTROL AND TEMPORARY STABILIZATION MEASURES.

PLANS PREPARED AND RECOMMENDED BY:

*[Signature]* 05.18.2022  
 DATE

M.J. ENGINEERING & LAND SURVEYING, P.C.  
 MICHAEL D. PANICHELLI, NYSPE LIC. NO. 074751

APPROVED BY

COMMISSIONER OF PUBLIC WORKS DATE  
 LISA M. RAMUNDO



**Engineering and  
 Land Surveying, P.C.**  
 1533 Crescent Road - Clifton Park, NY 12065

REMARKS	<b>COUNTY OF ALBANY          DEPARTMENT OF PUBLIC WORKS</b> 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786		DRAWING NUMBER: CVR-01
	<b>WATERVLLET SHAKER ROAD (CR 157)          TREE CLEARING CONTRACT</b>		
REV. #	DATE	BY	SHEET: 1
1			
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FILE NAME = F:\m\1627 CR 157 Water\1st Shaker Road\DWG\_Final\_Design\Tree Clearing Contract\20-C5587C\_oph\_and\_01.dgn  
 DATE/TIME = 5/18/2022 3:21:47 PM  
 USER = ngbison

FILE NAME: DATE: 5/18/2022 BY: ngbison PLOT SCALE: AS SHOWN

TOPOGRAPHY (DRAINAGE)	
ABBR.	DESCRIPTION
BB	BOTTOM OF BANK (STREAM)
BC	BOTTOM OF CURB
BO	BOTTOM OF OPENING
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CIP	CAST IRON PIPE
CL STRM	CENTERLINE OF STREAM
CMP	CORRUGATED METAL PIPE
CP	CONCRETE PIPE
CSP	CORRUGATED STEEL PIPE
CULV	CULVERT
DIA	DIAMETER
DMH	DRAINAGE MANHOLE
DS	DRAINAGE STRUCTURE PIPE
D'XING	DITCH CROSSING
EHW	EXTREME HIGH WATER
EL	ELEVATION
ELEV	ELEVATION
ELW	EXTREME LOW WATER
ES	END SECTION
HW	HEADWALL
INV	INVERT
MH	MANHOLE
MHW	MEAN HIGH WATER
OHW	ORDINARY HIGH WATER
OLW	ORDINARY LOW WATER
RCP	REINFORCED CONCRETE PIPE
SICPP	SMOOTH INTERIOR CORRUGATED PE
TB	TOP OF BANK (STREAM)
TC	TOP OF CURB
TG	TOP OF GRATE
VCP	VITRIFIED CLAY PIPE

**SUBSURFACE EXPLORATION**

ABBR.	DESCRIPTION
REPLACE ABBREVIATION "AB" WITH:	
AH	HAND AUGER
CP	CONE PENETROMETER
DA	2 1/2" CASED DRILL HOLE
DM	DRILLING MUD
DN	4" CASED DRILL HOLE
FH	HOLLOW FLIGHT AUGER
PA	POWER AUGER
PH	PROBE
PT	PERCOLATION TEST HOLE
RP	1" SAMPLER (RETRACTABLE PLUG) TO BE DEFINED AT THE TIME OF EXPLORATION
SP	SEISMIC POINT
TP	TEST PIT

**REPLACE ABBREVIATION "C" IN CATEGORIES:  
DA, DM, DN AND FH WITH:**

B	BRIDGE
C	CUT
D	DAM
F	FILL
K	CULVERT
W	WALL
X	TO BE USED IF ONE OF THE ABOVE CANNOT BE DEFINED AT THE TIME THE EXPLORATION IS MADE

TOPOGRAPHY (MISCELLANEOUS)	
ABBR.	DESCRIPTION
ABUT	ABUTMENT
AOBE	AS ORDERED BY ENGINEER
ASPH	ASPHALT
BDY	BOUNDARY
BLDG	BUILDING
BM	BENCH MARK
CC	CENTER TO CENTER
CONC	CONCRETE
CONST	CONSTRUCTION
CR	COUNTY ROAD
D	DEED DISTANCE
DM	DIRECT MEASUREMENT
DWY	DRIVEWAY
EP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
FEE	FEE ACQUISITION
FEE WO/A	FEE ACQUISITION WITHOUT ACCESS
FP	FENCE POST
FD	FOUNDATION
FL	FENCE LINE
GAR	GARAGE
GR	GRAVEL
HO	HOUSE
HWY	HIGHWAY
IP	IRON PIN OR IRON PIPE
MB	MAILBOX
MON	MONUMENT
N&W	NAIL AND WASHER
OG	ORIGINAL GROUND
O/H	OVERHEAD
P	PARCEL
PAV'T	PAVEMENT
PE	PERMANENT EASEMENT
PED POLE	PEDESTRIAN POLE
PL	PROPERTY LINE
POR	PORCH
RR	RAILROAD
RTE	ROUTE
ROW	RIGHT OF WAY
RW	RETAINING WALL
SH	STATE HIGHWAY
SHLDR	SHOULDER
SPK	SPIKE
ST	STREET
STK	STAKE
STY	STORY
SW	SIDEWALK
TE	TEMPORARY EASEMENT
TO	TEMPORARY OCCUPANCY
U/G	UNDERGROUND
WW	WING WALL

STANDARD SYMBOL (PLANS)	ITEM PAYMENT UNIT: ESTIMATE OF QUANTITIES SHEET	EQUIVALENT NOMENCLATURE: (SPECS/PROPOSAL)
"	-	INCHES
'	LF	LINEAR FEET
mi	MI	MILES
ft <sup>2</sup>	SF	SQUARE FEET
YD <sup>2</sup>	SY	SQUARE YARD
AC	AC	ACRES
YD <sup>3</sup>	CY	CUBIC YARD
GAL	GAL	GALLON
lb	LB	POUND
TON	TON	TON

ALIGNMENT	
ABBR.	DESCRIPTION
AH	AHEAD
AZ	AZIMUTH
BK	BACK
B	BASELINE
BRG	BEARING
C	CENTERLINE
CS	CURVE TO SPIRAL
e	SUPERELEVATION RATE (CROSS SLOPE)
EQ	EQUALITY
EXT	EXTERNAL
HCL	HORIZONTAL CONTROL LINE
HSD	HEADLIGHT SIGHT DISTANCE
L	LENGTH OF CIRCULAR CURVE
LS	LENGTH OF SPIRAL
LVC	LENGTH OF VERTICAL CURVE
E	CENTER CORRECTION OF VERTICAL CURVE
M	MAIN LINE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POL	POINT ON LINE
PSD	PASSING SIGHT DISTANCE
PT	POINT OF TANGENT
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT
R	RADIUS
SC	SPIRAL TO CURVE
SSD	STOPPING SIGHT DISTANCE
ST	SPIRAL TO TANGENT
STA	STATION
T	TANGENT LENGTH
TGL	THEORETICAL GRADE LINE
TS	TANGENT TO SPIRAL
VC	VERTICAL CURVE

**UTILITIES**

ABBR.	DESCRIPTION
E	ELECTRIC
EMH	ELECTRIC MANHOLE
G	GAS
GP	GUY POLE
GSB	GAS SERVICE BOX (HOUSE LINE)
GV	GAS VALVE (MAIN LINE)
HYD	HYDRANT
LP	LIGHT POLE
LPG	LOW PRESSURE GAS
PP	POWER POLE
SA	SANITARY SEWER
SMH	SANITARY MANHOLE
ST	STORM SEWER
T	TELEPHONE
TCB	TRAFFIC CONTROL BOX
TELBOX	TELEPHONE BOX
TEL P	TELEPHONE POLE
TMH	TELEPHONE MANHOLE
CTV	CABLE TELEVISION
W	WATER
WSB	WATER SERVICE BOX (HOUSE LINE)
WV	WATER VALVE (MAIN LINE)

DRAWING INDEX		
SHEET	DESCRIPTION	DWG. NO.
1	COVER SHEET	-
2	INDEX & ABBREVIATIONS	IND-01
3-4	LEGEND	LEG-01 TO LEG-02
5-7	BASELINE TIE DIAGRAMS	BLT-01 TO BLT-03
8	EROSION AND SEDIMENT CONTROL NOTES, DETAILS & TABLES	ECT-01
9	GENERAL NOTES	GNN-01
10-16	GRADING PLANS	GRD-01 TO GRD-07



REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786					
	<b>WATERLIET SHAKER ROAD (CR 157)</b> <b>TREE CLEARING CONTRACT</b>					
	<b>INDEX AND ABBREVIATIONS</b>					
REV. #	DATE	BY	SCALE	AS SHOWN	DRAWING NUMBER	IND-01
			DATE	MAY 2022		
			PROJ. I.D. NO.	TBD	SHEET	2



WARNING: IT IS A VIOLATION OF THE NEW YORK STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY ANY PLANS, SPECIFICATIONS, PLATS OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED.

FILE NAME = F:\m\627 CR 157 Water\1st Shaker Road\DWG\Final Design\Tree Clearing Contract\20-C5587C.oph leg.dgn  
 DATE/TIME = 5/18/2022 3:21:47 PM  
 USER = ngbison

DATE: 5/18/2022 BY: ngbison PLOT SCALE: AS SHOWN

ALIGNMENT			LANDSCAPE			ROADWAY			UTILITIES		
STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION
	AC	CONTROL (CENTERLINE)		LABL	AREA, BRUSH LINE		RCZ_P	CLEAR ZONE		UC	CONDUIT, UNDERGROUND
	AD_P	DETOUR		LAHR	AREA, HEDGE ROW		RG	GUIDE RAIL, MISCELLANEOUS		UCH	CONDUIT, HANGING
	AT_P	TRANSITION CONTROL		LAPB	AREA, PLANTING BED		RGB	GUIDE RAIL, BOX BEAM		UCO	CONDUIT, OVERHEAD
<b>BRIDGE</b>				LAWA	AREA, WOODED AREA OUTLINE		RGBM	GUIDE RAIL, BOX BEAM, MEDIAN		UE	ELECTRIC LINE, UNDERGROUND
	BR	RAIL		LAWL	AREA, WATERS EDGE		RGC	GUIDE RAIL, CABLE		UEH	ELECTRIC LINE, HANGING
	BSHT	SHEET PILING		LCUT_P	CUT LIMIT		RGC_B	GUIDE RAIL, CONCRETE BARRIER		UEO	ELECTRIC LINE, OVERHEAD
<b>CONTROL</b>				LFILL_P	FILL LIMIT		RGP_P	GUIDE POST		UETO	ELECTRIC TRANSMISSION, OVERHEAD
	CB	BASELINE		LFNC	FENCE		RGW	GUIDE RAIL, W BEAM		UESS	ELECTRIC, SUBSTATIONS
	CBPR	BASELINE, PROJECTION		LTRC	TREE ROW, CONIFEROUS		RGWM	GUIDE RAIL, W BEAM, MEDIAN		UFO	FIBER OPTIC, UNDERGROUND
<b>DRAINAGE</b>				LTRD	TREE ROW, DECIDUOUS		RPB	PARKING BUMPER		UFOH	FIBER OPTIC, HANGING
	DCP	CULVERT PIPE		LWH	WALL, H PILE		RRC	RAIL ROAD, CATENARY		UFOO	FIBER OPTIC, OVERHEAD
	DCP_P	CULVERT PIPE (DIR)		LWR	WALL, RETAINING		RRER	RAIL ROAD, 3RD RAIL		UG	GAS, UNDERGROUND
	DDG_P	DITCH, GRASS LINED		LWS	WALL, STONE		RRPLS_P	RAIL, PHOTO, LARGE SCALE		UGH	GAS, HANGING
	DDP_P	DITCH, PAVED INVERT	<b>ROW MAPPING</b>				RRPSS	RAIL, PHOTO, SMALL SCALE		UGO	GAS, OVERHEAD
	DDS_P	DITCH, STONE LINED		MDL	DEED LINE		RRS	RUMBLE STRIP		UIC	INFORM CABLE, UNDERGROUND
	DFL_P	FLOW LINE		PE	EASEMENT, EXISTING		RRSL_S_P	RAIL, SURVEY, LARGE SCALE		UICH	INFORM CABLE, HANGING
	DSSD	SLOTTED DRAIN		MEP_P	EASEMENT, PERMANENT		RRSS	RAIL, SURVEY, SMALL SCALE		UO	OIL LINE, UNDERGROUND
	DUD_P	UNDERDRAIN		MEPA_P	EASEMENT, PERMANENT, APPROX.	<b>SIGNS</b>				UOH	OIL LINE, HANGING
<b>ENVIRONMENTAL</b>				MET_P	EASEMENT, TEMPORARY		SBLB	BILLBOARDS		UPBP	POLE, BRACE, PUSH BRACE
	EBLHS	BALE, STRAW		META_P	EASEMENT, TEMPORARY, APPROX.		SM	MULTIPLE POST		UPGW	POLE, GUY WIRE
	ECT	CURTAIN, TURBIDITY		MF_P	FEE ACQUISITION, W/ ACCESS		SSO	STRUCTURE, OVERHEAD		USA	SANITARY SEWER, UNDERGROUND
	EDMC	DAM, COFFER		MFA_P	FEE ACQUISITION, APPROXIMATE		SSOC	STRUCTURE, OVHD. CANTILEVER		USAH	SANITARY SEWER, HANGING
	EDMEC_P	DAM, EARTHEN CHECK		MFS_P	FEE ACQUISITION, SHAPE	<b>STRIPING</b>				USAF	SANITARY SEWER, FORCE MAIN, UGND
	EDMGSC_P	DAM, GRAVEL BAG/SAND BAG CHECK		MFWOA_P	FEE ACQUISITION, W/O ACCESS		STB	BROKEN LINE		USAFH	SANITARY SEWER, FORCE MAIN, HANG
	EDMPC_P	DAM, PREFABRICATED CHECK		MHA	HISTORICAL, ACQUISITION		STDB	DOUBLE BROKEN LINE		UT	TELEPHONE, UNDERGROUND
	EDMSC_P	DAM, STONE CHECK		MHB	HIGHWAY BOUNDARY		STD	DOTTED LINE LONG		UTH	TELEPHONE, HANGING
	EFNS	FENCE, SILT		MHBA	HIGHWAY BOUNDARY, APPROX.		STDL	DOTTED LINE SHORT		UTO	TELEPHONE, OVERHEAD
	EFNSV	FENCE, SILT & VEGETATION		MHBW	HWY BOUNDARY, FACE OF WALL		STDS	DOTTED LINE SHORT		UTV	CABLE TV, UNDERGROUND
	EFNV	FENCE, VEGETATION		MHBWOA	HIGHWAY BOUNDARY, W/O ACCESS		STFB	FULL BARRIER LINE		UTVH	CABLE TV, HANGING
	EWAA_P	WETLAND, ADJACENT AREA		MJC	JURISDICTION, CITY		STH	HATCH LINE		UTVO	CABLE TV, OVERHEAD
	EWF	WETLAND, FEDERAL		MJCY	JURISDICTION, COUNTY		STPB	PARTIAL BARRIER LINE		UUU	UNKNOWN, UNDERGROUND
	EWFS	WETLAND, FEDERAL AND STATE		MJHD	JURISDICTION, HISTORIC DISTRICT		STRCT	ROUNDABOUT, CAT TRACKS		UUH	UNKNOWN, HANGING
	EWM	WETLAND, MITIGATION AREA		MJLL	JURIS., (GREAT, MILITARY) LOT LINE		STRYL	ROUNDABOUT, YIELD LINE		UUO	UNKNOWN, OVERHEAD
	EWS	WETLAND, STATE		MJN	JURISDICTION, NATION		STSB	STOP BAR		UW	WATER LINE, UNDERGROUND
<b>NOTES</b>				MJPB	JURISDICTION, PUBLIC LANDS		STSE	SOLID, EDGE		UWH	WATER LINE, HANGING
1. THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED).				MJS	JURISDICTION, STATE		STXL	X WALK, LADDER LINE		UWO	WATER LINE, OVERHEAD
2. FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.).				MJT	JURISDICTION, TOWN		STXLB	X WALK, LADDER BAR LINE			
3. FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES ALSO HAVE CORRESPONDING PROPOSED FEATURES.				MJV	JURISDICTION, VILLAGE						
4. PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT. LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.015 IN ON B SIZE DRAWINGS).				MPL	PROPERTY LOT LINE						
5. MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF TRAVEL WAY) AND SHOULD BE LABELED ON THE PLANS.				MPLA	PROPERTY LOT LINE, APPROXIMATE						
6. FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE CORRESPONDING EXISTING FEATURES.				MSL	SUB LOT LINE						
<b>TRAFFIC CONTROL</b>							TCSW	SIGNAL, SPAN WIRE			
<b>TRAFFIC WORK ZONE</b>							TWZBT_P	BARRIER, TEMPORARY			
						TWZBTWL_P	TWZBTWL_P	BARRIER, TEMPORARY, W/ WARNING LIGHTS			
						TWZCD_P	TWZCD_P	CHANNELIZING DEVICE			
						TWZPMRC_P	TWZPMRC_P	PAVEMENT MARKING REMOVAL OR COVERING			

• = W (WHITE) OR Y (YELLOW)



**COUNTY OF ALBANY**  
 DEPARTMENT OF PUBLIC WORKS  
 449 NEW SALEM ROAD  
 VOORHEESVILLE, NEW YORK 12186  
 518-765-2786

WATERVLIET SHAKER ROAD (CR 157)  
 TREE CLEARING CONTRACT

LEGEND - 01

DRAWN BY: MEB  
 CHECKED BY: LMW  
 APPROVED BY: BJC

SCALE: AS SHOWN  
 DATE: MAY 2022  
 PROJ. I.D. NO.: TBD

DRAWING NUMBER: LEG-01  
 SHEET: 3

WARNING: IT IS A VIOLATION OF THE NEW YORK STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY ANY PLANS, SPECIFICATIONS, PLATS OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED.



ALIGNMENT			DRAINAGE			ITS			SIGNS			ROW MAPPING			UTILITIES		
CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION
⊕	ACC	CENTER OF CURVATURE	+	DINV	INVERT	⊕	IANT P	ANTENNAS	⊕	S	SINGLE POST	⊕	MDL1P	DEED LINE, TYPE 1	⊕	UEB	ELECTRIC, BOX
+	ACOGO	COGO	▬	DS	STRUCTURE, RECTANGULAR	⊕	IASCTS	ACCOU. SPEED/COUNT SNSR.S	⊕	S.P	SINGLE POST, PROPOSED	⊕	MDL2P	DEED LINE, TYPE 2	⊕	UEM	ELECTRIC, METER
⊙	ACS	CURVE TO SPIRAL	+	DSI	STRUCTURE, INVERT	⊕	ICABPAD	CABINET & PAD	⊕	SB.P	BACK TO BACK, PROPOSED	⊕	MDL3P	DEED LINE, TYPE 3	⊕	UEMH	ELECTRIC, MANHOLE
△	ADPI_P	DETOUR, POINT OF INTERSECT.	⊕	DSM	STRUCTURE, MANHOLE	⊕	ICCTV	CCTV SITE	⊕	SDEL	DELINEATORS	⊕	MDL4P	DEED LINE, TYPE 4	⊕	UEPT	ELECTRIC, POLE, TRANS.
⊙	ADPL_P	DETOUR, POINT ON LINE	⊕	DSMTXX_P	STRUCTURE, MANHOLE, TYPE "XX" "XX" = 48, 60, 72, 96	⊕	ICDPD	ICDPD TRANSCIEVER	⊕	SPM	PARKING METER	⊕	MDL5P	DEED LINE, TYPE 5	⊕	UGM	GAS, METER
⊙	AEQN	EQUATION	⊕	DSR	STRUCTURE, ROUND	⊕	ICELLT	CELL PHONE TOWER	⊕	SRM	REFERENCE MARKERS	⊕	MEEP	EASEMENT, EXISTING	⊕	UGMH	GAS, MANHOLE
⊙	AEQNAHD	EQUATION AHEAD	⊕	DST"X"CB P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R	⊕	ICJCB	CONDUIT JACK OR BORING	⊕	SRSC3	SHLD, CTY, 123 DIG.	⊕	MEPAP_P	EASEMENT, PERM., APPROX.	⊕	UGLM	GAS, LINE MARKER
⊙	AEQNBK	EQUATION BACK	⊕	DST"X" P	STRUCTURE, RECT., TYPE "X" "X" = I, K, L, M, O, P, U	⊕	ICNTLCAB	CONTROLLER CABINET	⊕	SRSC4	SHLD, CTY, 4 DIG.	⊕	MEPP_P	EASEMENT, PERM., BACK LINE	⊕	UGP	GAS/FUEL PUMP
⊙	AEVT	EVENT STATION	ENVIRONMENTAL			⊕	ICPB	COMMUNICATION PULL BOX	⊕	SRSC2	SHLD, CTY TOUR, 1-2 DIG.	⊕	MEPSP_P	EASEMENT, PERM., SHAPE	⊕	UGV	GAS, VALVE
⊙	APC	POINT OF CURVATURE				⊕	ICTD	CONDUIT TURNING DOWN	⊕	ICVTRT	COMM. VEH. ROAD TRANSCIEVER	⊕	SRSC4	SHLD, CTY TOUR, 3-4 DIG.	⊕	MFBAP	HIGHWAY BNDRY., APPROX.
⊙	APCC	POINT OF COMPOUND CURVATURE	⊕	ICTU	CONDUIT TURNING UP	⊕	IDEFAULT	DEFAULT	⊕	SRSI	SHLD, INTERSTATE	⊕	MFBAP	HIGHWAY BNDRY, PT.	⊕	ULP	LIGHTING, POLE
△	API	POINT OF INTERSECTION	⊕	IEZR	E-ZPASS READER	⊕	IEZTR	TRANSMITTAL READER	⊕	SRS2	SHLD, NATIONAL, 2 DIG.	⊕	MJCP	PT., JURIS. CITY	⊕	ULPM	LIGHTING, POLE, MEDIAN
△	APOB	POINT OF BEGINNING	⊕	IEZTR	TRANSMITTAL READER	⊕	IFOXCAB	FIBER OPTIC X-CONNECT CABINET	⊕	SRS3	SHLD, NATIONAL, 3 DIG.	⊕	MPBC	PT., BUILDING CORNER	⊕	ULPP	LIGHTING, POLE, PED.
⊙	APOC	POINT OF CURVATURE	⊕	IFUSSPL	FUSION SPLICE	⊕	IFUSSPL	FUSION SPLICE	⊕	SRSS2	SHLD, STATE, 2 DIG.	⊕	MPCC	PT., CROSS CUT	⊕	UMFC	MISC. FILLER CAP
△	APOE	POINT OF END	⊕	IHARADV	HAR ADVISORY SIGN	⊕	IHARST	HAR SITE	⊕	SRSS3	SHLD, STATE, 3 DIG.	⊕	MPDH	PT., DRILL HOLE	⊕	UOLM	OIL, LINE MARKER
⊙	APOL	POINT ON LINE	⊕	ILC	LOAD CENTER	⊕	IMECSPL	MECHANICAL SPLICE	⊕	SRSS4	SHLD, STATE, 4 DIG.	⊕	MPF	PT., FENCE LOCATION	⊕	UP	POLE, WITH UTILITY
⊙	APOS	POINT ON SPIRAL	GEOTECHNICAL			⊕	IMSCS	PORT. SPEED & COUNT SENSOR	TRAFFIC CONTROL			⊕	MPIP	PT., IRON PIPE	⊕	UPD	POLE, DEAD (NO UTILITY)
⊙	APOT	POINT ON TANGENT				⊕	IMSCS	PORT. SPEED & COUNT SENSOR				⊕	IMSCS	PORT. SPEED & COUNT SENSOR	⊕	MPM	PT., MONUMENT
△	APOVC	POINT ON VERTICAL CURVE	⊕	IMSCS	MICRO SPEED & COUNT SENSOR	TRAFFIC WORK ZONE			⊕	MPMM	PT., MONUMENT, MISC.	⊕	USMH	SANITARY SEWER MANHOLE			
△	APOVT	POINT ON VERTICAL TANGENT	⊕	IMT	MICROWAVE TRANSCIEVER				⊕	TCBJ	BOX, JUNCTION	⊕	MPN	PT., NAIL	⊕	UTB	TELEPHONE, BOOTH
Y	APORC	POINT ON REVERSE CURVE	⊕	IPEDS	PEDESTRIAN SIGNAL HEAD	⊕	TCBP	BOX, PULL BOX	⊕	MPRS	PT., RAILROAD SPIKE	⊕	UTLM	TELEPHONE, LINE MARKER			
⊙	APT	POINT OF TANGENCY	⊕	IPSS	PAVEMENT SURFACE SENSOR	⊕	TCBS	BOX, SPLICE	⊕	MPS	PT., SPIKE	⊕	UTMH	TELEPHONE, MANHOLE			
⊙	APVC	POINT OF VERTICAL CURVATURE	⊕	IPVMS	PERM. VMS	⊕	TCMC	MICROCOMPUTER CABINET	⊕	MPS	PT., SPIKE	⊕	UTVLM	CABLE TV, LINE MARKER			
△	APVCC	POINT OF VERT. CMPND CURVE	⊕	IRM	RAMP METER	⊕	TCPP	PED POLE	⊕	MPTW	PT., TREE W/ WIRE	⊕	UTVPB	CABLE TV, PULL BOX			
⊕	APVI	POINT OF VERT. INTERSECTION	⊕	IRWIS	RDWY WEATHER INFO. SENSOR	⊕	TCSH	SIGNAL HEADS	⊕	MPWL	PT., WALL LOCATION	ROW ACQUISITION					
△	APVRC	POINT OF VERT. REVERSE CURVE	⊕	IS	SOLAR PANEL	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION				⊕	UUB	UNKNOWN, BOX
⊙	APVT	POINT OF VERTICAL TANGENCY	⊕	ISST	SPREAD SPECT. TRANSCIEVER	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	ASC	SPIRAL TO CURVE	⊕	ITDB	TELEPHONE DEMARCATION BLK	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	ASPI	SPIRAL POINT OF INTERSECTION	⊕	ITP	SUBSURFACE TEMP. PROBE	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	ASTS	SPIRAL TO SPIRAL	⊕	IWIMD	WEIGHT IN MOTION DETECTOR	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	AST	SPIRAL TO TANGENT	⊕	IWVR	WIRELESS VIDEO REPEATER	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	ATS	TANGENT TO SPIRAL	⊕	IWVRC	WIRELESS VIDEO RECEIVER	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
△	AVEVT	VERTICAL EVENT POINT	⊕	IWVTT	WIRELESS VIDEO TRANSMITTER	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	AVHIGH	VERTICAL HIGH POINT	LANDSCAPE			⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	AVLOW	VERTICAL LOW POINT				⊕	TCSH	SIGNAL HEADS	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX
BRIDGE			⊕	LELS	ELEVATION, SPOT	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊕	BSC	BRIDGE, SCUPPER	⊕	LFP	FLAG POLE	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
CONTROL			⊕	LMB	MAILBOX	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
△	CBP	BASELINE, POINT	⊕	LPB	PAPER BOX	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊙	CBPOL	BASELINE, POINT ON LINE	⊕	LPST	POST, SINGLE	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊕	CBSP	BASELINE, SPUR POINT	⊕	LRB	ROCK, BOULDER	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊕	CBTP	BASELINE, TIE POINT	⊕	LSHC	SHRUB, CONIFEROUS	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊕	CPBM	BENCHMARK	⊕	LSHD	SHRUB, DECIDUOUS	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊕	CPH	POINT, HORIZ. PHOTOGRAMMETRY	⊕	LTHC	TREE, CONIFEROUS	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊕	CPSM	POINT, SURVEY MARKER, PERM.	⊕	LTD	TREE, DECIDUOUS	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
⊕	CPSV	POINT, VERT., PHOTOGRAMMETRY	⊕	LTS	TREE, STUMP	⊕	TCSH	SIGNAL HEADS	⊕	MFS.P.T	FEE ACQUISITION W/O ACCESS	⊕	UUB	UNKNOWN, BOX			
			NOTES														
			1. THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED).														
			2. FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.).														
			3. FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES ALSO HAVE CORRESPONDING PROPOSED FEATURES.														
			4. PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT. LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.015" ON B SIZE DRAWINGS).														
			5. MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF TRAVEL WAY) AND SHOULD BE LABELED ON THE PLANS.														
			6. FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE CORRESPONDING EXISTING FEATURES.														

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COUNTY OF ALBANY  
 DEPARTMENT OF PUBLIC WORKS  
 449 NEW SALEM ROAD  
 VOORHEESVILLE, NEW YORK 12186  
 518-765-2786

REMARKS

DATE BY

LEGEND - 02

DRAWN BY: MEB  
 CHECKED BY: LMW  
 APPROVED BY: BJC

SCALE: AS SHOWN  
 DATE: MAY 2022  
 PROJ. I.D. NO.: TBD

DRAWING NUMBER: LEG-02  
 SHEET: 4



# 2020 PROJECT CONTROL BASELINE

WATERLIET SHAKER RD.		SECONDARY CONTROL		SURVEY BASELINE		20-C558
STATION	BEARING	DISTANCE	NORTHING	EASTING	DESCRIPTION	
GPS 1			1425163.0192	669021.9236	ALUMINUM CAPPED IRON ROD	
GPS 2	N80°46'24"E	580.12'	1425256.0378	669594.5410	ALUMINUM CAPPED IRON ROD	
CB 51	S73°39'29"E	668.46'	1425067.9552	670235.9909	ALUMINUM CAPPED IRON ROD	
CB 52	S54°56'56"E	485.32'	1424789.2297	670633.2967	ALUMINUM CAPPED IRON ROD	
CB 53	S39°04'47"E	570.05'	1424346.7183	670992.6554	ALUMINUM CAPPED IRON ROD	
CB 54	S35°17'10"E	516.76'	1423924.9026	671291.1635	ALUMINUM CAPPED IRON ROD	
CB 55	S62°29'09"E	677.21'	1423612.0558	671891.7773	ALUMINUM CAPPED IRON ROD	
CB 56	S69°22'14"E	437.36'	1423457.9646	672301.0938	ALUMINUM CAPPED IRON ROD	
CB 57	S86°33'29"E	677.89'	1423417.2647	672977.7651	ALUMINUM CAPPED IRON ROD	
GPS 3	N86°19'28"E	658.94'	1423459.5061	673635.3466	ALUMINUM CAPPED IRON ROD	
GPS 4	N83°25'53"E	782.67'	1423549.0934	674412.8794	ALUMINUM CAPPED IRON ROD	

PROJECT SURVEY CONTROL P.I.N. 20-C558

BASE MAPPING WAS DEVELOPED FROM MOBILE LIDAR SCAN AND SUPPLEMENTED WITH GROUND SURVEY CONDUCTED IN JULY 2020  
UNITS: USC, (FEET).

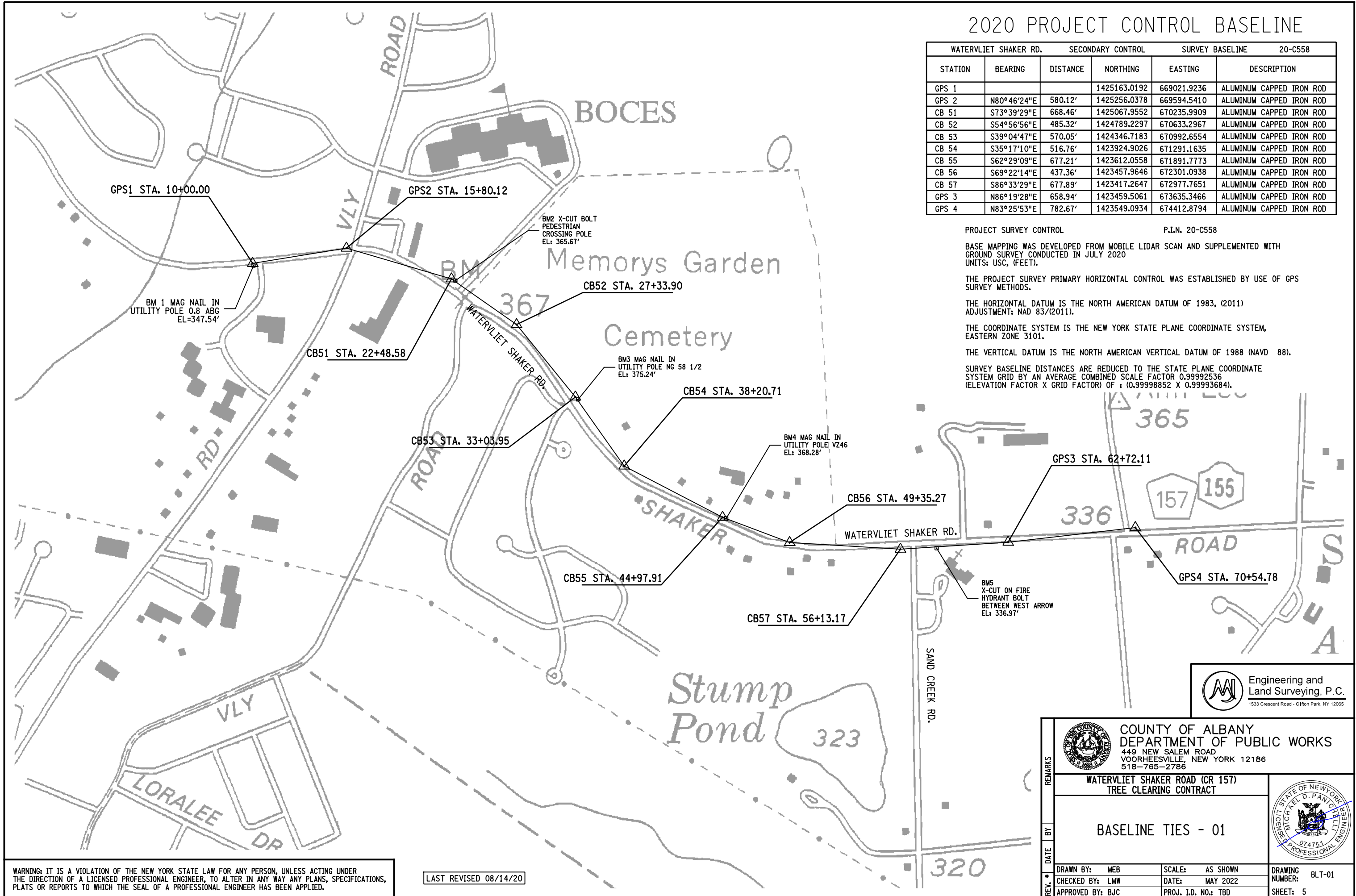
THE PROJECT SURVEY PRIMARY HORIZONTAL CONTROL WAS ESTABLISHED BY USE OF GPS SURVEY METHODS.

THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983, (2011)  
ADJUSTMENT: NAD 83/(2011).

THE COORDINATE SYSTEM IS THE NEW YORK STATE PLANE COORDINATE SYSTEM, EASTERN ZONE 3101.

THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

SURVEY BASELINE DISTANCES ARE REDUCED TO THE STATE PLANE COORDINATE SYSTEM GRID BY AN AVERAGE COMBINED SCALE FACTOR 0.99992536  
(ELEVATION FACTOR X GRID FACTOR) OF : (0.99998852 X 0.99993684).



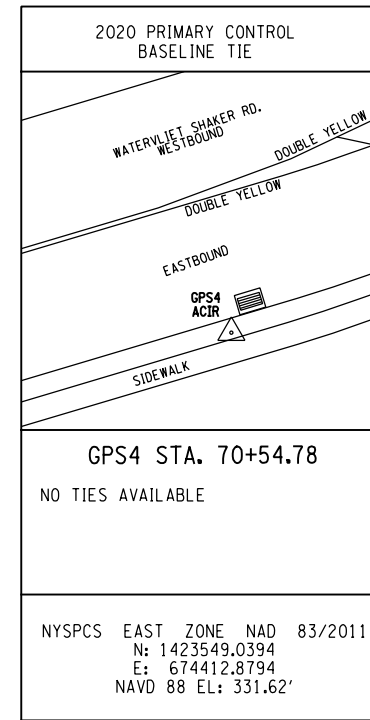
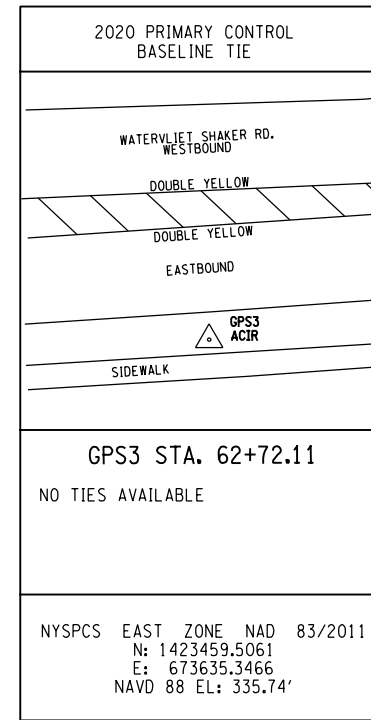
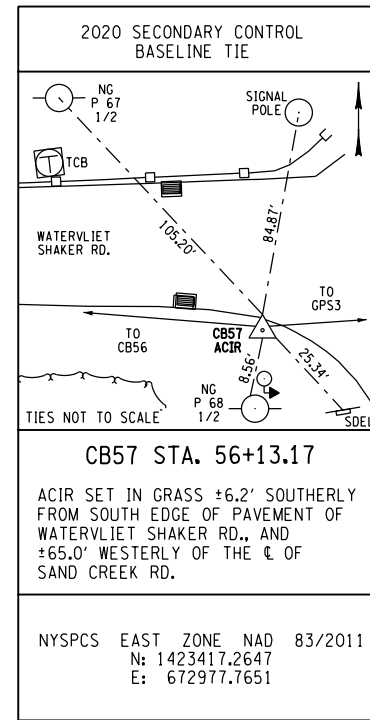
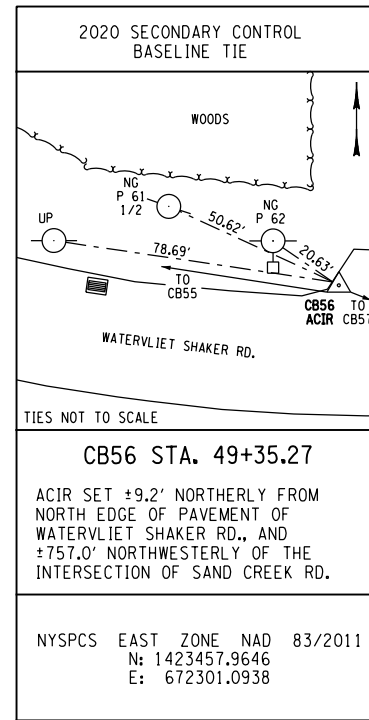
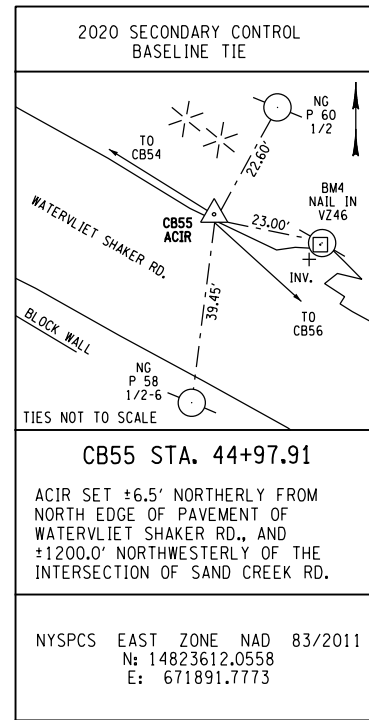
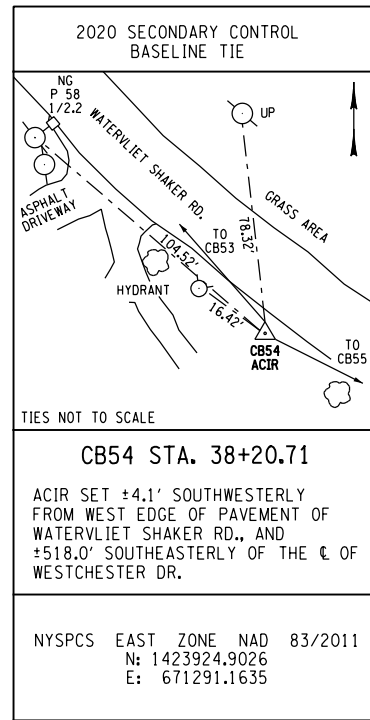
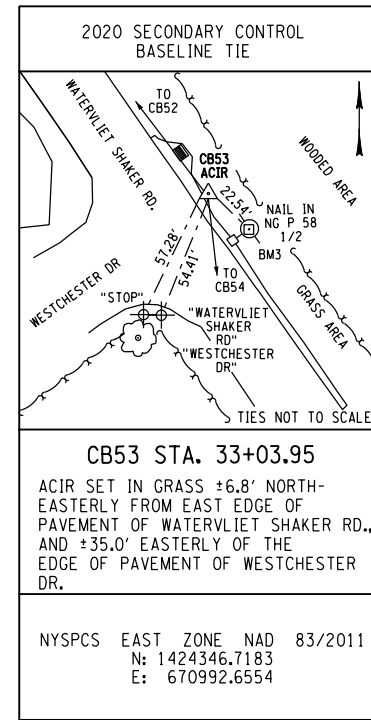
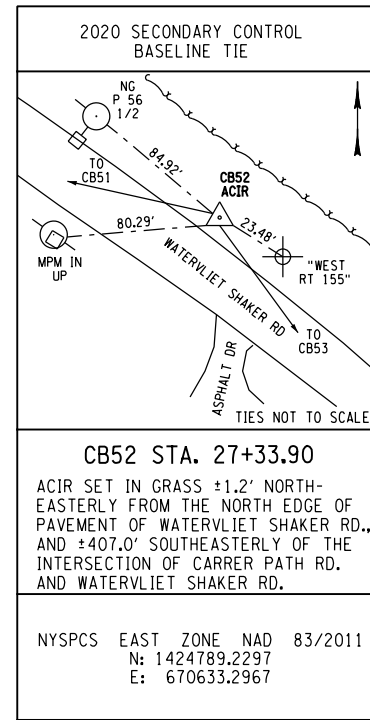
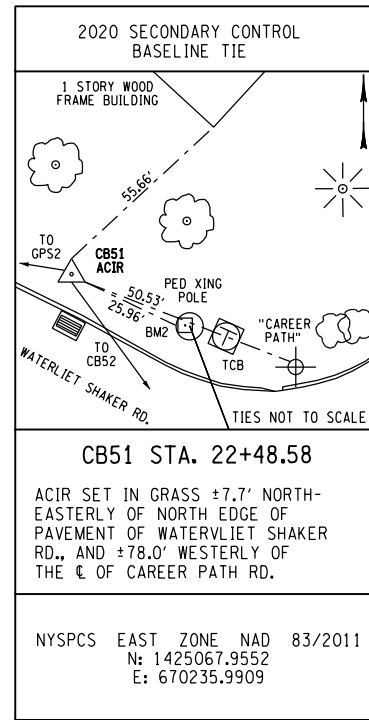
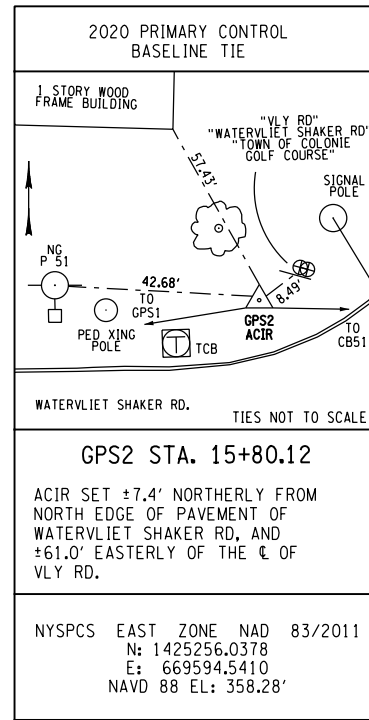
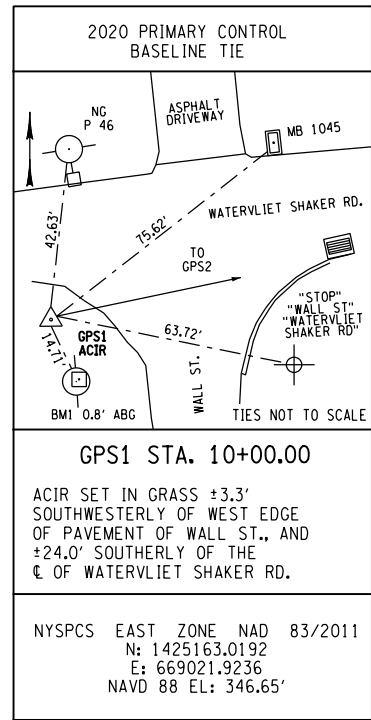
**Engineering and Land Surveying, P.C.**  
1533 Crescent Road - Clifton Park, NY 12065

REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	WATERLIET SHAKER ROAD (CR 157) TREE CLEARING CONTRACT	
DATE	BASELINE TIES - 01	
BY	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD
REV.	DRAWING NUMBER: BLT-01 SHEET: 5	

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LAST REVISED 08/14/20

FILE NAME: F:\m\1627 CR 157 Waterliet Shaker Road\DWG\Final Design\Tree Clearing Contract\20-C558TC.opb\_blt.01.dgn  
 DATE/TIME: 5/18/2022 3:21:48 PM  
 USER: ngtbison  
 DATE: 5/18/2022  
 BY: ngtbison  
 PLOT SCALE: AS SHOWN

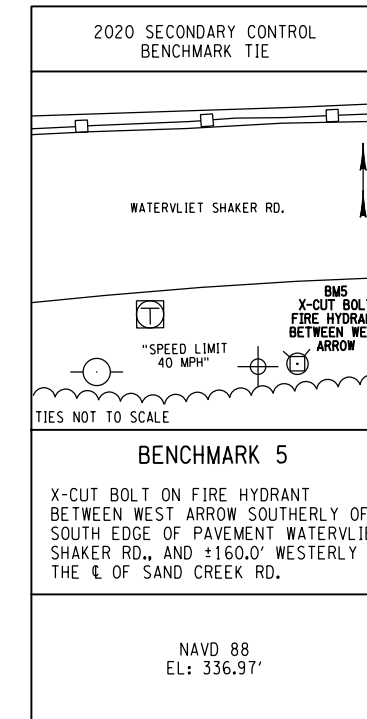
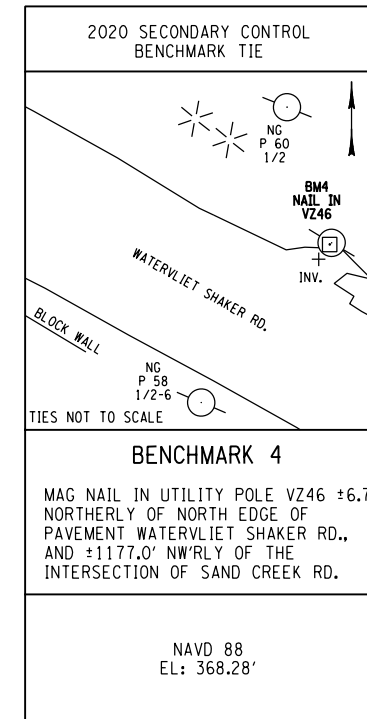
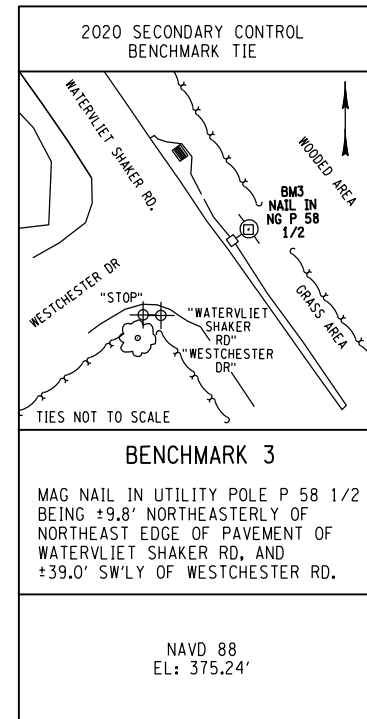
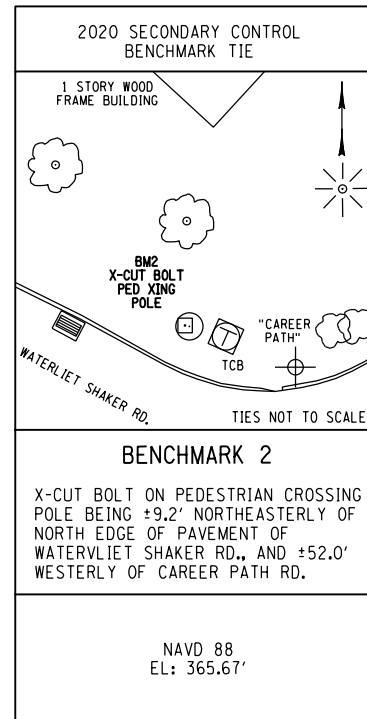
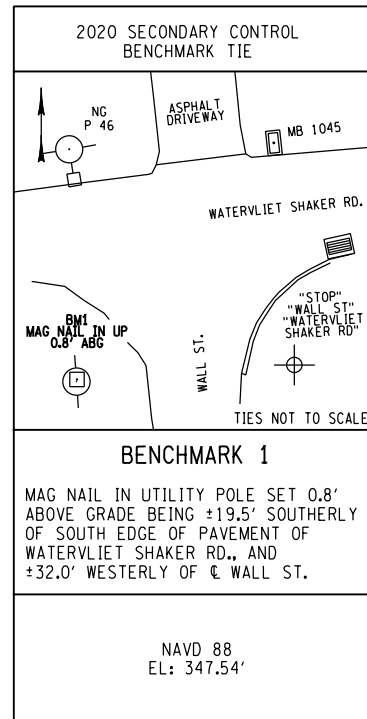


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REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	WATERVLIET SHAKER ROAD (CR 157) TREE CLEARING CONTRACT	
DATE	BASELINE TIES - 02	
BY	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD
REV.	DRAWING NUMBER: BLT-02 SHEET: 6	

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 USER = ngibson

FILE NAME: DATE: 5/18/2022 BY: ngibson PLOT SCALE: AS SHOWN



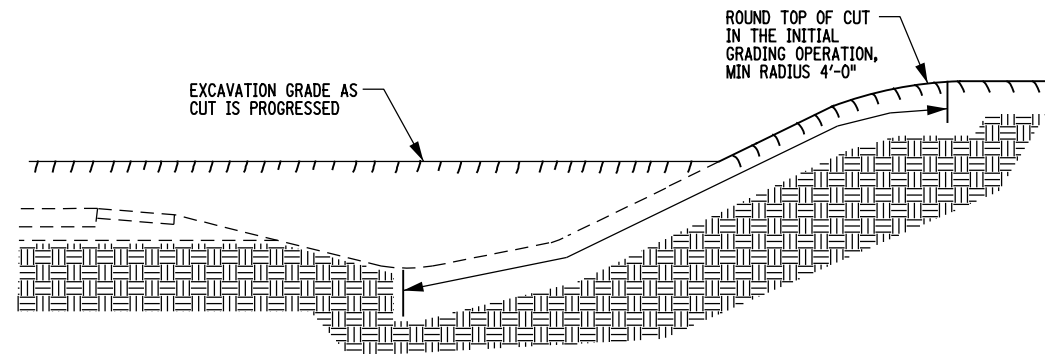
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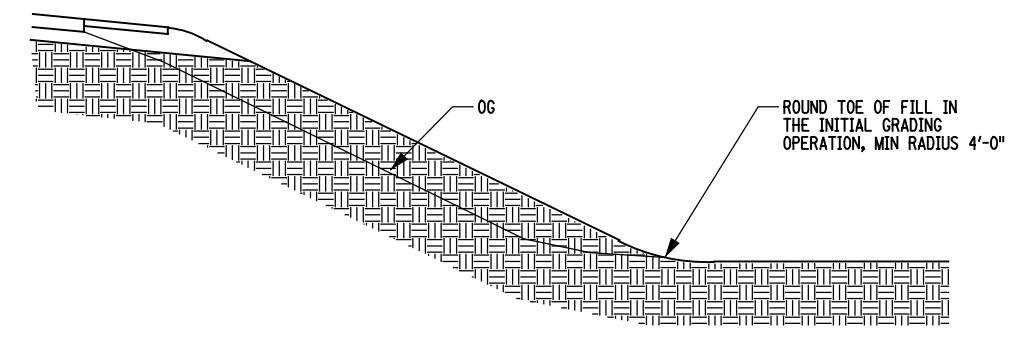
REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	<b>WATERVLIET SHAKER ROAD (CR 157)</b> <b>TREE CLEARING CONTRACT</b>	
BY	<b>BASELINE TIES - 03</b>	
DATE	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD
REV.	DRAWING NUMBER: BLT-03 SHEET: 7	

**GENERAL EROSION CONTROL NOTES**

1. THE CONTRACTOR WILL BE REQUIRED TO PERFORM ALL CONSTRUCTION OPERATIONS IN A MANNER SO AS TO MINIMIZE SOIL EROSION AND ENSURE SEDIMENT CONTROL. EROSION CONTROL MEASURES ARE ITEMS OR ACTIONS THAT MINIMIZE THE LOSS OF SOIL DUE TO THE DESTRUCTIVE EFFECTS OF WIND AND WATER ON SURFACE SOIL. SEDIMENT CONTROL MEASURES ARE ITEMS OR ACTIONS USED TO MINIMIZE SUSPENDED SOLID MATERIAL TRANSPORT BY WATER. EFFECTIVE SOIL EROSION AND SEDIMENT CONTROL CAN BE ACCOMPLISHED BY LIMITING THE AREA OF UNPROTECTED SOIL. PROTECTED IS DEFINED AS HAVING TEMPORARY OR PERMANENT SOIL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF ALL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT. THESE PLANS REFLECT THE PROVISIONS AND REQUIREMENTS OF SAID PERMIT(S). PERMIT(S) WILL BE AVAILABLE FROM THE E.I.C. PRIOR TO THE START OF CONSTRUCTION.
3. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT DIRECT OR INDIRECT CONTAMINATION OF ALL WATER BODIES (INCLUDING WETLANDS) BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE LEACHATE, OR ANY OTHER POLLUTANT ASSOCIATED WITH CONSTRUCTION PROCEDURES. DURING CONSTRUCTION, NO WET OR FRESH CONCRETE OR LEACHATE SHALL BE ALLOWED TO ESCAPE DIRECTLY OR INDIRECTLY INTO ANY WATER BODIES (INCLUDING WETLANDS), NOR SHALL WASHINGS FROM CONCRETE TRUCKS, MIXERS, OR OTHER DEVICES BE ALLOWED TO ESCAPE DIRECTLY OR INDIRECTLY INTO ANY WATER BODIES (INCLUDING WETLANDS).
4. ANY DEBRIS OR EXCESS MATERIALS FROM CONSTRUCTION OF THIS PROJECT SHALL BE IMMEDIATELY AND COMPLETELY REMOVED FROM THE BED AND BANKS OF ALL WATER BODIES (INCLUDING WETLANDS) AND SHALL BE DISPOSED OF AWAY FROM WETLANDS, WATER COURSES, OR OTHER BODIES OF WATER.
5. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF AND BE PROTECTED SO THAT IT CANNOT DIRECTLY OR INDIRECTLY RE-ENTER ANY WATER BODY OR WETLAND AREA.
6. ALL DE-WATERING OPERATIONS INVOLVING TURBID WATER SHALL BE ACCOMPLISHED BY PUMPING TO A VEGETATED AREA (NOT INCLUDING WETLANDS) OR TO A SEDIMENT TRAP, OR A MANUFACTURED SEDIMENT CONTROL SYSTEM. WHEN THE WATER BEING DISCHARGED IS AS FREE AND CLEAR OF SEDIMENT AS THE ADJACENT STREAM OR WATER BODY, THE WATER CAN BE PUMPED DIRECTLY INTO THE STREAM OR WATERBODY. DE-WATERING OPERATIONS OF TURBID WATER SHALL NOT DIRECTLY OR INDIRECTLY DISCHARGE TO ANY WATER BODIES (INCLUDING WETLANDS). LOCATIONS AND DESIGNS NOT SHOWN ON THE PLANS SHALL BE APPROVED BY THE ENGINEER-IN-CHARGE.
7. TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AS PER DETAILS AND SPECIFICATIONS. THE COST OF MAINTAINING AND REMOVING TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INCLUDED IN THE BID PRICE OF THE APPROPRIATE ITEM USED FOR THE INSTALLATION OF THE MEASURE. ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY THE CONTRACTOR DAILY AFTER EACH STORM EVENT THAT GENERATES RUNOFF. DEFICIENCIES SHALL IMPLEMENT CORRECTIVE ACTIONS WITHIN ONE (1) BUSINESS DAY.
8. THE CONTRACTOR SHALL REFER TO SECTION 209 OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SHEETS FOR APPLICABLE INSTALLATION DETAILS APPLICABLE TO THIS PROJECT.
9. PERIMETER SEDIMENT CONTROL MEASURES AND VEGETATION PROTECTION FENCE SHALL BE PLACED PRIOR TO STARTING CLEARING AND GRUBBING OPERATIONS. THESE MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS ARE PERMANENTLY PROTECTED WITH EROSION CONTROL MEASURES.
10. TEMPORARY STOCKPILES OF SOIL SHALL BE PROTECTED AS PER THE SOIL EROSION AND SEDIMENT CONTROL DETAILS. AT A MINIMUM TEMPORARY STOCKPILES SHALL BE RINGED WITH SILT FENCE, STOCKPILES AND AREA OF STOCKPILES LEFT INACTIVE FOR LONGER THAN 14 DAYS SHALL HAVE TEMPORARY SEED AND MULCH APPLIED OR BE COVERED IN A MANNER THAT WILL PREVENT EROSION. ANY MEASURES USED TO COVER STOCKPILES SHALL BE SECURED TO MAINTAIN THEIR EFFECTIVENESS.
11. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A MAINTAINED ROADWAY. A STABILIZED CONSTRUCTION ENTRANCE DETAIL IS SHOWN ON STANDARD SHEET 209-05.
12. ANY ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MEASURES USED TO SUPPLEMENT THE PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE TECHNICAL REQUIREMENTS CONTAINED IN THE "NEW YORK GUIDELINES FOR URBAN EROSION AND SEDIMENT CONTROL", LATEST EDITION. ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED AS PER SECTION 107-12 OF THE STANDARD SPECIFICATIONS.
13. EMPHASIS MUST BE PLACED ON PREVENTING EROSION AT THE SOURCE, NOT CATCHING SEDIMENT AT THE BOTTOM OF THE SLOPE OR IN THE CHANNEL. SLOPES THAT ARE STABILIZED WILL REDUCE EROSION SIGNIFICANTLY, AND REDUCE THE EFFORT REQUIRED FOR THE MAINTENANCE OF CONTROL MEASURES. STEEP (3H:1V OR STEEPER FOR TEMPORARY SLOPES AND STEEPER THAN 3H:1V FOR FINAL GRADES) SLOPES THAT CANNOT BE STABILIZED IMMEDIATELY, DUE TO THE WEATHER OR OTHER CONSTRAINTS, SHALL BE COVERED WITH ROLLED EROSION CONTROL MATERIALS AS DETAILED IN THESE PLANS.



**TEMPORARY SEEDING AND MULCHING GUIDES - CUT SLOPES**  
SEE SLOPE PROTECTION NOTES



**TEMPORARY SEEDING AND MULCHING GUIDES - FILL SLOPES**  
SEE SLOPE PROTECTION NOTES

**SLOPE PROTECTION NOTES**

1. ALL SLOPES SHALL BE BROUGHT TO FINISHED GRADE AND TRIMMED AS SOON AS POSSIBLE.
2. PERMANENT EROSION CONTROL MEASURES OF SEEDING AND MULCHING (SEED ONLY WITHIN SEEDING DATES) SHALL BE CARRIED OUT ONCE THE SLOPES HAVE REACHED FINAL GRADE. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN IN THE TEMPORARY SLOPE TREATMENT TABLE SHALL BE EMPLOYED AS INDICATED OR IN THE TEMPORARY MULCH NOTE.
3. FOR ADDITIONAL EROSION CONTROL INFORMATION AND INSTALLATION DETAILS, THE CONTRACTOR SHALL REFER TO SECTION 209 OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SHEETS.

**MAINTENANCE OF SLOPE PROTECTION NOTES**

1. MAINTENANCE OF MULCHED AREAS SHALL INCLUDE RE-MULCHING OF AREAS IN WHICH SOIL BECOMES EXPOSED TO VIEW. ANY AREAS THAT BECOME SETTLED OR GULLIED DURING MULCHING OPERATIONS SHALL BE REPAIRED WITHIN 3 DAYS OR THE ONSET OF INCLEMENT WEATHER.
2. MULCH ANCHORAGE (TACK) SHALL BE APPLIED TO HOLD MULCH IN PLACE. THE COST OF ANCHORAGE SHALL BE INCLUDED UNDER ITEM 209.100101.
3. MAINTENANCE OF TEMPORARY SEEDED AREAS SHALL INCLUDE RE-SEEDING AS NEEDED (OR AOB) TO ESTABLISH A SATISFACTORY STAND OF TURF. THE COST OF RESEEDING SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. ALL TEMPORARY TREATMENT SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE EROSION CONTROL MEASURE.
5. MAINTENANCE OF ROLLED EROSION CONTROL PRODUCT SHALL INCLUDE RE-GRADING OF AREAS THAT BECOME SETTLED OR GULLIED DURING INSTALLATION. ANY EDGES THAT BECOME LOOSE OR EXPOSED SHALL BE RE-INSTALLED.

**EROSION AND SEDIMENT CONTROL GENERAL CONSTRUCTION PROCEDURE**

- THE EROSION CONTROL PLAN STAGES SHALL BE ESTABLISHED BASED ON THE FOLLOWING:
- DIVERT ALL CLEAN WATER AWAY FROM OR FLUMED THROUGH THE WORK AREA PRIOR TO COMMENCING WORK.
  - SEQUENCE OF CONSTRUCTION SHALL BE LOGICAL AND CONSTRUCTABLE.
  - ENSURE THAT THE AMOUNT OF UNPROTECTED EARTH MATERIAL EXPOSED AT ONE TIME IS LIMITED TO THE MINIMUM AMOUNT NECESSARY TO CONSTRUCT A PARTICULAR STAGE.

THE GENERAL CONSTRUCTION PROCEDURE FOR THE EARTHWORK OPERATIONS ON THIS PROJECT SHOULD BE AS FOLLOWS FOR EROSION CONTROL AREAS IDENTIFIED:

PRIOR TO STARTING ANY CONSTRUCTION OPERATION, THE CONTRACTOR SHALL REVIEW CONSTRUCTION SEQUENCE AND THE EROSION CONTROL PLAN STAGES SHALL BE ESTABLISHED BASED ON THE FOLLOWING:

**FILL SECTION**

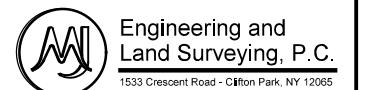
- INSTALL TOE OF FILL SILT FENCE AND ANY IDENTIFIED TEMPORARY DRAINAGE STRUCTURES AND OTHER EROSION CONTROL MEASURES IDENTIFIED.
- LIMIT DISTURBANCE TO EROSION PROTECTED AREAS.
- ADHERE TO SLOPE PROTECTION DETAILS INCLUDED IN THE CONTRACT PLANS.
- FINAL GRADE SLOPES AND PLACE TURF ESTABLISHMENT MATERIAL.
- MAINTAIN EROSION CONTROL MEASURES UNTIL TURF IS ESTABLISHED.

**CUT SECTIONS**

- SEED AND MULCH ALL DISTURBED AREAS.
- FINAL GRADE SLOPES AND PLACE TURF ESTABLISHMENT MATERIAL.

ITEM 209.1003 SEED AND MULCH - TEMPORARY		
NO.	DESCRIPTION OF LOCATION	TOTAL QUANTITY (SY)
2-1	P 56 1/2	50
2-2	P 57 1/2	100
3-1	P 58	98
3-2	P 58 1/2	66
3-3	P 58 1/2-1	14
3-4	P 59	44
4-1	P 60 1/2	58
4-2	P 61	60
5-1	P 61 1/2	34
5-2	P 62	132
5-3	P 62 1/2	38
5-4	P 63 & P 63 1/2	432
6-1	P 64 1/2	155
7-1	P 68 1/2	94
<b>TOTAL</b>		<b>1375</b>

SILT FENCE - TEMPORARY - ITEM 209.13		
NO.	DESCRIPTION OF LOCATION	TOTAL QUANTITY (LF)
1-1	P 56	127
1-2	P 56 1/2	146
3-1	P 58 1/2-1	67
6-1	P 63 & P 63 1/2	116
6-2	P 63 & P 63 1/3	95
6-3	P 64 1/2	130
7-1	P 68 1/2	115
<b>TOTAL</b>		<b>796</b>



REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	WATERVLIET SHAKER ROAD (CR 157) TREE CLEARING CONTRACT	
REV. * DATE	<b>EROSION AND SEDIMENT CONTROL NOTES, DETAILS AND TABLES</b>	
	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD
	DRAWING NUMBER: ECT-01 SHEET: 8	

WARNING: IT IS A VIOLATION OF THE NEW YORK STATE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY ANY PLANS, SPECIFICATIONS, PLATS OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED.

FILE NAME = F:\m\1627 CR 157 Water\1set Shaker Road\DWG\Final Design\Tree Clearing Contract\20-C5587C.oph.ecd.dgn  
 DATE/TIME = 5/18/2022 3:21:57 PM  
 USER = ngbison  
 FILE NAME: 5/18/2022  
 BY: ngbison  
 PLOT SCALE: AS SHOWN  
 DATE: 5/18/2022

FILE NAME = F:\m\1627 CR 157 Water\1st Shaker Road\DNM\_Final\_Design\Tree Clearing Contract\20-C5587C\_oph\_gm\_01.dgn  
 DATE/TIME = 5/24/2022 2:34:25 PM  
 USER = bcooper

FILE NAME: AS SHOWN  
 PLOT SCALE:  
 BY: bcooper  
 DATE: 5/24/2022

**GENERAL NOTES:**

- ALL WORK CONTEMPLATED UNDER THIS CONTRACT SHALL BE PERFORMED IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OFFICE OF ENGINEERING STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS (US CUSTOMARY UNITS) CURRENT ON THE DATE OF LETTING EXCEPT AS MODIFIED IN THESE PLANS.
- ADDITIONAL NOTES MAY BE FOUND ON SUBSEQUENT DRAWINGS. SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC DRAWING THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN.
- ALL WORK FOR THIS PROJECT SHALL BE SUBSTANTIALLY COMPLETE BY SEPTEMBER 30, 2022. SUBSTANTIAL COMPLETION, IN THIS CASE, IS DEFINED AS ALL TREES AND STUMPS REMOVED, GRADING COMPLETE AND SITE IS STABILIZED USING THE SECTION 209 ITEMS IN THE CONTRACT. NYSOT SPECIFICATIONS SECTION 108-03 - FAILURE TO COMPLETE WORK ON TIME, WILL APPLY IF THE PROJECT IS NOT SUBSTANTIALLY COMPLETED BY THE REQUESTED DATE.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF THE WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO COMMENCEMENT. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH THE FIELD CONDITIONS AND AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL EXAMINE AND VERIFY IN THE FIELD ALL EXISTING CONDITIONS AND DIMENSIONS WITH THOSE SHOWN ON THE PLANS. IF FIELD CONDITIONS AND DIMENSIONS DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL USE THE FIELD CONDITIONS AND DIMENSIONS, AND MAKE THE APPROPRIATE CHANGES TO THOSE SHOWN ON THE PLANS AS APPROVED BY THE ENGINEER. THE RESULTS OF THIS CHECK OF CONDITIONS AND DIMENSIONS SHALL BE SO NOTED ON THE DRAWINGS SUBMITTED FOR APPROVAL.
- THE CONTRACTOR SHOULD NOTE THAT ADDITIONAL WORK MAY BE REQUIRED AS THE CONTRACT PROGRESSES WHICH IS NOT SHOWN OR NOTED ON THE PLANS. THIS WORK SHALL BE PERFORMED BY THE CONTRACTOR AS ORDERED BY THE ENGINEER AND PAYMENT SHALL BE MADE AT THE BID PRICE FOR THE APPROPRIATE ITEMS AS PER SECTION 104-04 OF THE STANDARD SPECIFICATIONS.
- WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND STOCKPILED, THE COST OF SEDIMENT AND EROSION CONTROL MEASURES FOR TEMPORARY STOCKPILES SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THOSE ITEMS.
- THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORTS, BRACING OR OTHER DEVICES THAT MAY BE REQUIRED OR THAT MAY BE DIRECTED BY THE ENGINEER TO PROTECT THE SAFETY OF ADJACENT STRUCTURES, ROADWAYS OR THE VARIOUS ITEMS IN THE CONTRACT. NO SEPARATE PAYMENT SHALL BE MADE.
- PAVED AREAS DISTURBED BY THE CONTRACTOR AS PART OF WORK TO BE PERFORMED UNDER THIS CONTRACT, SHALL BE RESTORED TO ACCEPTABLE CONDITION AS SPECIFIED BY AND SATISFACTORY TO THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATION IN ACCORDANCE WITH THE PROVISION OF SECTION 107.05 "SAFETY & HEALTH REQUIREMENTS" OF THE NYSOT STANDARD SPECIFICATIONS. THE COST SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
- PROVISIONS TO DE-WATER EXCAVATIONS, DUE TO POSSIBLE HIGH GROUNDWATER ELEVATIONS, MAY BE REQUIRED ALONG THE PROJECT. THERE SHALL BE NO DIRECT PAYMENT FOR ANY DE-WATERING SYSTEMS. COST SHALL BE INCLUDED IN THE PRICE BID FOR THE GRADING ITEMS.
- THE CONTRACTOR SHALL PROVIDE SURVEY AND STAKEOUT AS REQUIRED AND IN ACCORDANCE WITH SECTION 625 OF THE STANDARD SPECIFICATIONS. COST FOR THIS WORK SHALL BE INCLUDED UNDER ITEM 625.01 - SURVEY OPERATIONS.
- IF THE ENGINEER NOTIFIES THE CONTRACTOR OF ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THE AFFECTED AREA SHALL BE DISCONTINUED AND IMMEDIATE ACTIONS SHALL BE TAKEN TO CORRECT THE SITUATION TO THE SATISFACTION OF THE ENGINEER BEFORE WORK IS RESUMED.
- THE CONTRACTOR SHALL BE REQUIRED TO PROTECT THEIR WORKERS AT ALL TIMES IN CONFORMANCE WITH APPLICABLE OSHA REGULATIONS.
- DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER AS TO PREVENT ANY DAMAGE TO THE VARIOUS WATER BODIES FROM POLLUTION BY DEBRIS, SEDIMENT OR OTHER FOREIGN MATERIAL, OR FROM MANIPULATION OF EQUIPMENT AND/OR MATERIALS IN OR NEAR SUCH WATER BODIES. THE CONTRACTOR SHALL NOT RETURN DIRECTLY TO A WATER BODY ANY WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BECOME POLLUTED WITH SAND, SILT, CEMENT, OIL OR OTHER IMPURITIES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER TWO (2) WEEKS PRIOR TO MAKING ANY CHANGES IN WORK DAYS OR WORK HOURS. SUB CONTRACTORS ARE REQUIRED TO WORK WITHIN THE PRIME CONTRACTOR'S CORE HOURS.

**ROADWAY MAINTENANCE NOTES:**

- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE ROADWAY REMAINS CLEAR OF DEBRIS WITHIN THE PROJECT LIMITS FOR THE DURATION OF THE CONTRACT. SEE SECTION 619 OF THE NYSOT STANDARD SPECIFICATIONS.
- AS REQUIRED BY SECTION 107-10 OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR WILL OBTAIN WRITTEN PERMISSION FROM THE ENGINEER PRIOR TO USING A SPOIL AREA.
- NUMEROUS TREES/VEGETATION/SHRUBS ARE PRESENT WITHIN THE PROJECT LIMITS AND ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS NOT TO DAMAGE THESE ITEMS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGE CAUSED BY HIS OPERATIONS TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT INCLUDED AS PART OF THE INTENDED WORK. ALL DAMAGE TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT PART OF THE INTENDED WORK SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR WITHOUT COST TO THE OWNER AND TO THE SATISFACTION OF THE ENGINEER.

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**UTILITY NOTES:**

- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT THERE ARE BURIED UNDERGROUND UTILITIES WITHIN THE PROJECT AREA. EXTREME CAUTION SHOULD BE USED DURING THE CONSTRUCTION OF THIS PROJECT. IN THE EVENT CONFLICTS ARE IDENTIFIED WITH ANY TYPE OF DRAINAGE INSTALLATION, THE LOCATION OF THE PROPOSED INSTALLATION SHALL BE ADJUSTED TO AVOID THE CONFLICT AND TO ENSURE POSITIVE DRAINAGE OR THE EXISTING UTILITY RELOCATED (AS DIRECTED BY THE ENGINEER).
- PRIOR TO ANY EXCAVATION, CALL 811 DIG SAFELY NEW YORK - UNDERGROUND PROTECTION ORGANIZATION.
- VERIFY ALL CONDITIONS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. EXAMINE THE SITE AND INCLUDE THE EFFECT OF ALL EXISTING CONDITIONS ON THE WORK.
- ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH THE LATEST REVISIONS OF OSHA REGULATIONS FOR CONSTRUCTION.
- THROUGHOUT THE DURATION OF CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL DISTURBED AREAS AS DIRECTED BY THE ENGINEER.
- WORK PERFORMED ON PRIVATELY OWNED UTILITIES (I.E. POLES, PEDESTALS, PULL BOXES, ETC.) SHALL BE COORDINATED WITH THE OWNER AS TO MINIMIZE THEIR IMPACT.

**DRAINAGE NOTES:**

- AT ALL TIMES, THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF SURFACE RUNOFF FROM THE TRAVEL LANES AND CONTROL OF THE RUNOFF TO PREVENT EROSION, POLLUTION, SEDIMENTATION OR OTHER DISCHARGES WHICH WOULD AFFECT PROPERTIES ADJACENT TO THE WORK SITE. ALL MEASURES TAKEN TO PROVIDE POSITIVE DRAINAGE SHALL BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
- NO STOCKPILING SHALL BE ALLOWED ALONG DRAINAGE FLOW LINES. THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES, WITHIN THE CONTRACT LIMITS, CLEAN AND FULLY OPERATIONAL AT ALL TIMES (AS DIRECTED BY THE ENGINEER). THIS WORK SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

**RIGHT OF WAY NOTES:**

- ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.
- IF THE CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE PROJECT ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).
- RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTION 105-15).
- THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS PLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08).

**SWPPP NOTES:**

- THIS PROJECT IS SUBJECT TO THE REQUIREMENTS OF NYSDEC SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY, GP-0-20-001. THE PERMIT WILL BE OBTAINED PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE AWARE OF THE PERMIT REQUIREMENTS, AND ADDITIONAL REQUIREMENTS DESCRIBED IN THE PROJECT'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP), INCLUDING SWPPP INSPECTIONS.

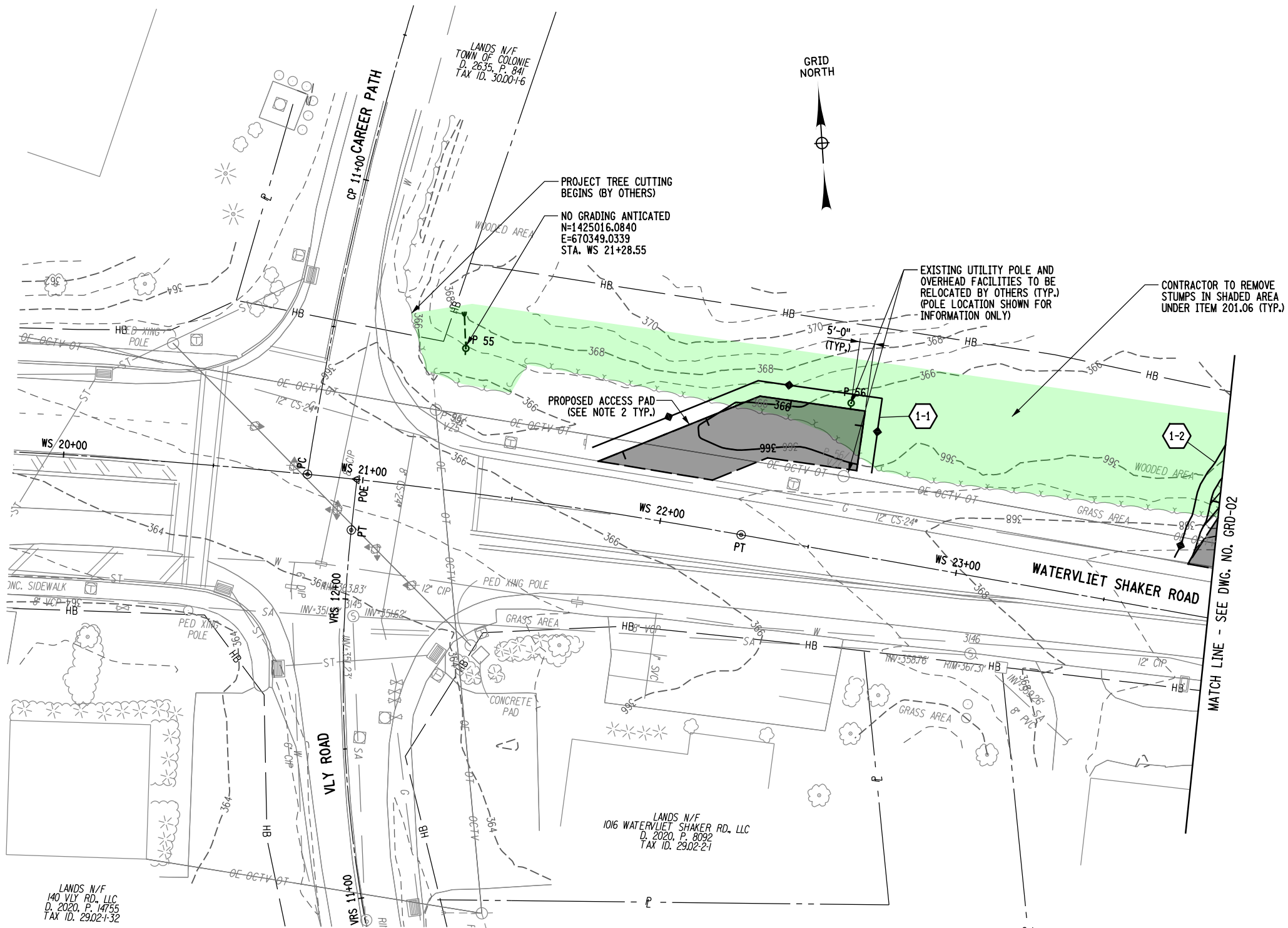
HORIZONTAL CONTROL TABLE								
POINT	HCL STATION	COORDINATES		TANGENT DIRECTION	TANGENT LENGTH (LF)	DELTA	RADIUS (LF)	CURVE LENGTH (LF)
		NORTHING	EASTING					
<b>WATERLIET SHAKER (EXISTING ALIGNMENT)</b>								
POB	WS 4+50.00	1425148.88	668699.6779	83°16'47.17"	326.902			
PI	WS 7+76.90	1425187.135	669024.3335	83°35'52.09"	153.516			
PC	WS 9+30.42	1425204.253	669176.8923			5°04'27.10"	3600	318.821
PT	WS 12+49.24	1425225.737	669494.8842	88°40'19.19"	142.776			
PI	WS 13+92.01	1425229.046	669637.6216	100°12'58.16"	26.252			
PC	WS 14+18.27	1425224.39	669663.4571			23°46'19.34"	1950	809.056
PT	WS 22+27.32	1424922.154	670407.6938	123°59'17.51"	206.057			
PC	WS 24+33.38	1424806.963	670578.5468			20°51'35.68"	800	291.259
PT	WS 27+24.64	1424604.238	670785.432	144°50'53.18"	421.676			
PI	WS 31+46.31	1424259.463	671028.2105	144°18'56.64"	135.721			
PI	WS 32+82.04	1424149.224	671107.3791	142°58'40.78"	68.186			
PC	WS 33+50.22	1424094.785	671148.4352			22°58'01.45"	910	364.774
PT	WS 37+15.00	1423854.719	671419.8329	120°00'39.33"	94.712			
PI	WS 38+09.71	1423807.347	671501.8472	118°57'55.03"	527.91			
PI	WS 43+37.62	1423551.691	671963.7225	118°32'28.98"	86.832			
PC	WS 44+24.45	1423510.203	672040.0024			29°41'39.29"	600	310.957
PT	WS 47+35.41	1423437.408	672338.7503	88°50'49.69"	475.488			
PI	WS 52+10.90	1423446.975	672814.142	88°02'05.77"	216.368			
PI	WS 54+27.26	1423454.394	673030.383	87°23'17.68"	279.878			
PI	WS 57+07.14	1423467.148	673309.9707	86°12'44.76"	426.58			
PI	WS 61+33.72	1423495.326	673735.6188	87°20'01.90"	228.521			
POE	WS 63+62.24	1423505.956	673963.8926	87°20'01.90"	228.521			
<b>VLY ROAD NORTH (EXISTING ALIGNMENT)</b>								
POB	VRN 10+00.00	1425227.07	669648.5855	15°58'51.32"	265			
POE	VRN 12+65.00	1425481.829	669721.5445	15°58'51.32"	265			
<b>SAND CREEK ROAD (EXISTING ALIGNMENT)</b>								
POB	SCS 10+00.00	1423184.738	673042.6013	358°39'57.34"	270			
POE	SCS 12+70.00	1423454.665	673036.3152	358°39'57.34"	270			



REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	<b>WATERLIET SHAKER ROAD (CR 157)</b> <b>TREE CLEARING CONTRACT</b>	
	<b>GENERAL NOTES</b>	
	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD

FILE NAME = F:\m\1627 CR 157 Water\1st Shaker Road\DWG\Final Design\Tree Clearing Contract\20-C558TC.opn\_grd\_01.dgn  
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 USER = bcooper

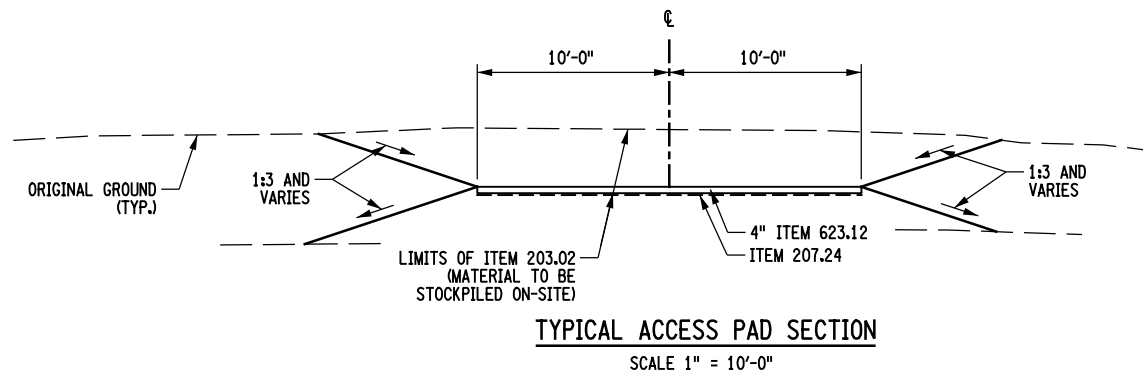
FILE NAME: 5/24/2022 BY: bcooper PLOT SCALE: AS SHOWN



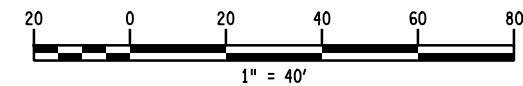
LEGEND	
	SINGLE TREE REMOVED BY NATIONAL GRID, CONTRACTOR TO REMOVE STUMP
	AREA OF TREES TO BE CLEARED AND STUMPS GRUBBED BY THE CONTRACTOR
	AREA OF TREES CUT BY NATIONAL GRID, CONTRACTOR TO REMOVE TREES AND STUMPS FROM SITE
	4" ITEM 623.12 (SEE NOTE 2)
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

EROSION CONTROL LEGEND	
	ITEM 209.13 - SILT FENCE
	ITEM 209.1003 - SEED AND MULCH - TEMPORARY

- NOTES:**
- REFER TO DWG. NO. ECT-01 FOR EROSION AND SEDIMENT CONTROL NOTES AND TABLES.
  - SEE ACCESS PAD TYPICAL SECTION THIS SHEET FOR ITEM 623.12 PLACEMENT.
  - UPON COMPLETION OF THE ACCESS PADS, THE CONTRACTOR SHALL COORDINATE AND SET UP A FIELD MEETING WITH ALBANY COUNTY AND NATIONAL GRID TO CONFIRM ALL PROPOSED POLE LOCATIONS CAN BE ACCESSED BY NATIONAL GRID FOR INSTALLATION OF THE NEW UTILITY POLES. BASED ON THIS MEETING, THE CONTRACTOR SHALL MODIFY ACCESS PADS (IF REQUIRED) TO ALLOW ACCESS TO PROPOSED POLE LOCATIONS.
  - ANY REQUIRED WORK ZONE OPERATIONS, SHOULDER CLOSURES, ETC. SHALL BE IN ACCORDANCE WITH SECTION 619 OF THE NYSOT STANDARD SPECIFICATIONS AND NYSOT STANDARD SHEET SERIES 619 DRAWINGS.
  - CONTRACTOR SHALL COORDINATE WITH ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS TO LOCATE AN ON-SITE STOCKPILE AREA TO PLACE SOILS REMOVED FOR CONSTRUCTION OF THE ACCESS PADS.



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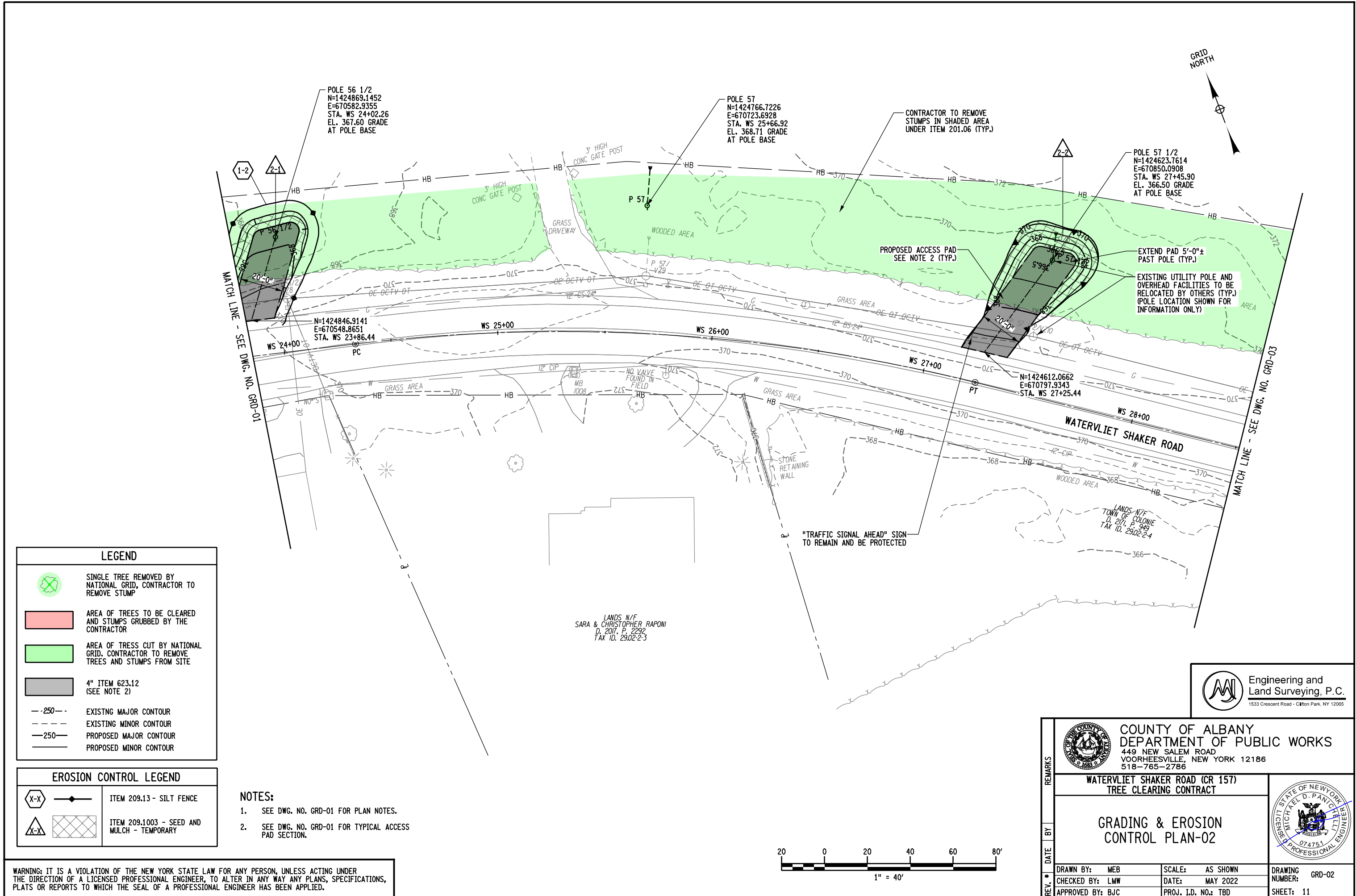


**Engineering and Land Surveying, P.C.**  
 1533 Crescent Road - Clifton Park, NY 12065

REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	<b>WATERVLIET SHAKER ROAD (CR 157)</b> <b>TREE CLEARING CONTRACT</b>	
BY	<b>GRADING &amp; EROSION CONTROL PLAN-01</b>	
DATE	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD
REV.	DRAWING NUMBER: GRD-01 SHEET: 1	

FILE NAME = F:\m\1627 CR 157 Water\1st Shaker Road\DWG\Final Design\Tree Clearing Contract\20-C558TC\_oph\_grd\_02.dgn  
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 USER = ngibson

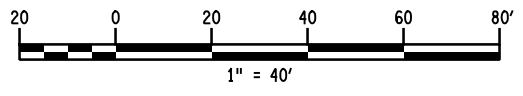
FILE NAME: AS SHOWN  
 PLOT SCALE:  
 DATE: 5/18/2022  
 BY: ngibson



LEGEND	
	SINGLE TREE REMOVED BY NATIONAL GRID, CONTRACTOR TO REMOVE STUMP
	AREA OF TREES TO BE CLEARED AND STUMPS GRUBBED BY THE CONTRACTOR
	AREA OF TRESS CUT BY NATIONAL GRID, CONTRACTOR TO REMOVE TREES AND STUMPS FROM SITE
	4" ITEM 623.12 (SEE NOTE 2)
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

EROSION CONTROL LEGEND	
	ITEM 209.13 - SILT FENCE
	ITEM 209.1003 - SEED AND MULCH - TEMPORARY

- NOTES:**
- SEE DWG. NO. GRD-01 FOR PLAN NOTES.
  - SEE DWG. NO. GRD-01 FOR TYPICAL ACCESS PAD SECTION.

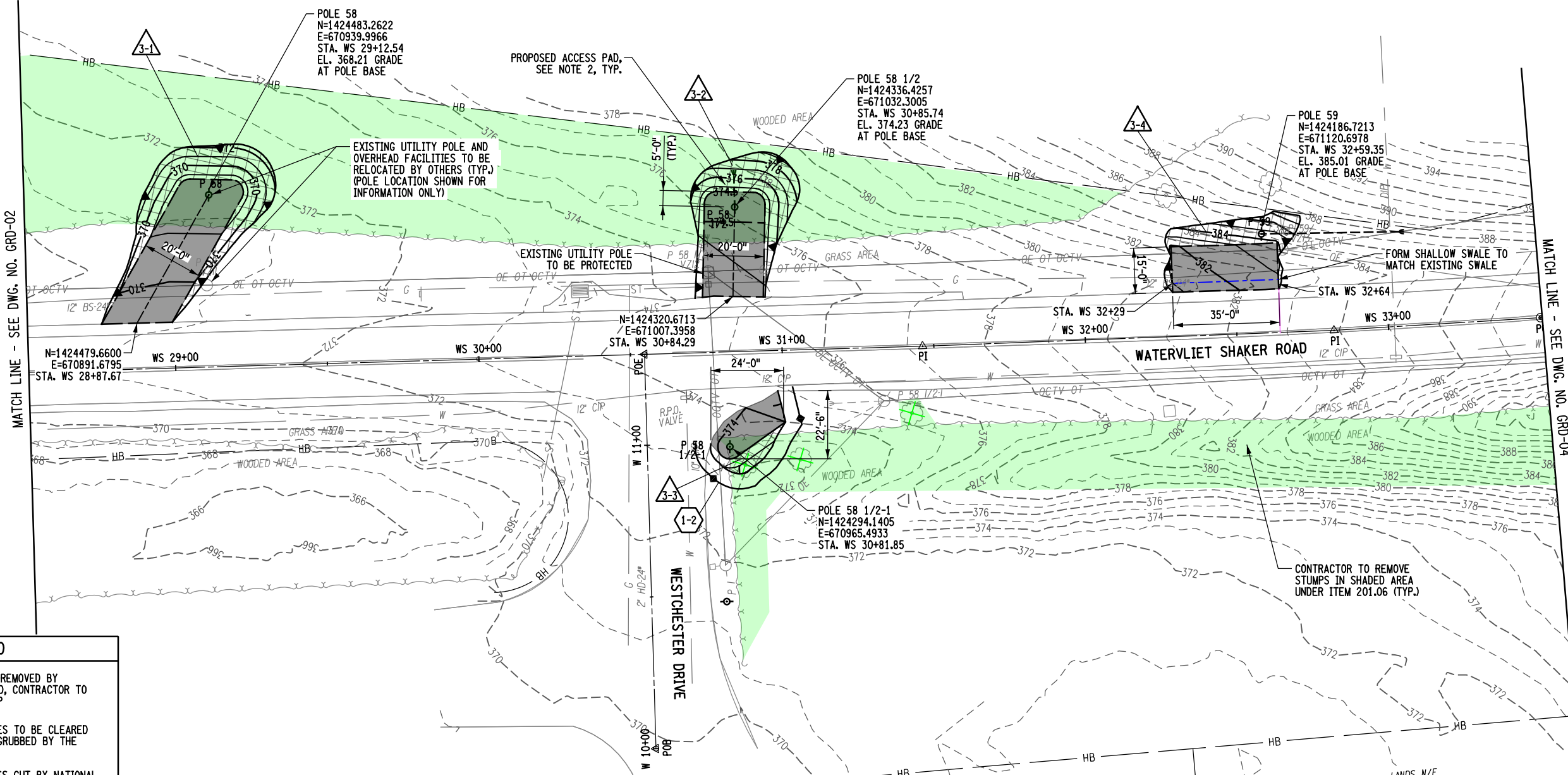
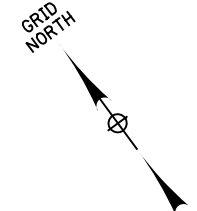


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Engineering and Land Surveying, P.C.  
 1533 Crescent Road - Clifton Park, NY 12065

REMARKS	 <b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786					
	<b>WATERVLIIET SHAKER ROAD (CR 157)</b> TREE CLEARING CONTRACT					
	<b>GRADING &amp; EROSION CONTROL PLAN-02</b>					
REV.	DATE	BY	SCALE:	AS SHOWN	DRAWING NUMBER:	GRD-02
			DATE:	MAY 2022		
			PROJ. I.D. NO.:	TBD	SHEET:	11



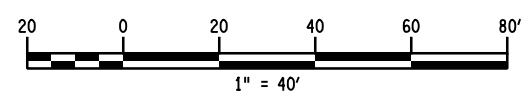


LEGEND	
	SINGLE TREE REMOVED BY NATIONAL GRID, CONTRACTOR TO REMOVE STUMP
	AREA OF TREES TO BE CLEARED AND STUMPS GRUBBED BY THE CONTRACTOR
	AREA OF TREES CUT BY NATIONAL GRID, CONTRACTOR TO REMOVE TREES AND STUMPS FROM SITE
	4" ITEM 623.12 (SEE NOTE 2)
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

EROSION CONTROL LEGEND	
	ITEM 209.13 - SILT FENCE
	ITEM 209.1003 - SEED AND MULCH - TEMPORARY

- NOTES:**
- SEE DWG. NO. GRD-01 FOR PLAN NOTES.
  - SEE DWG. NO. GRD-01 FOR TYPICAL ACCESS PAD SECTION.

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Engineering and Land Surveying, P.C.  
 1533 Crescent Road - Clifton Park, NY 12065

REMARKS	COUNTY OF ALBANY DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	WATERVLIET SHAKER ROAD (CR 157) TREE CLEARING CONTRACT	
	GRADING & EROSION CONTROL PLAN-03	
REV. #	DATE	BY
DRAWN BY:	MEB	SCALE: AS SHOWN
CHECKED BY:	LMW	DATE: MAY 2022
APPROVED BY:	BJC	PROJ. I.D. NO.: TBD
DRAWING NUMBER:	GRD-03	SHEET: 12

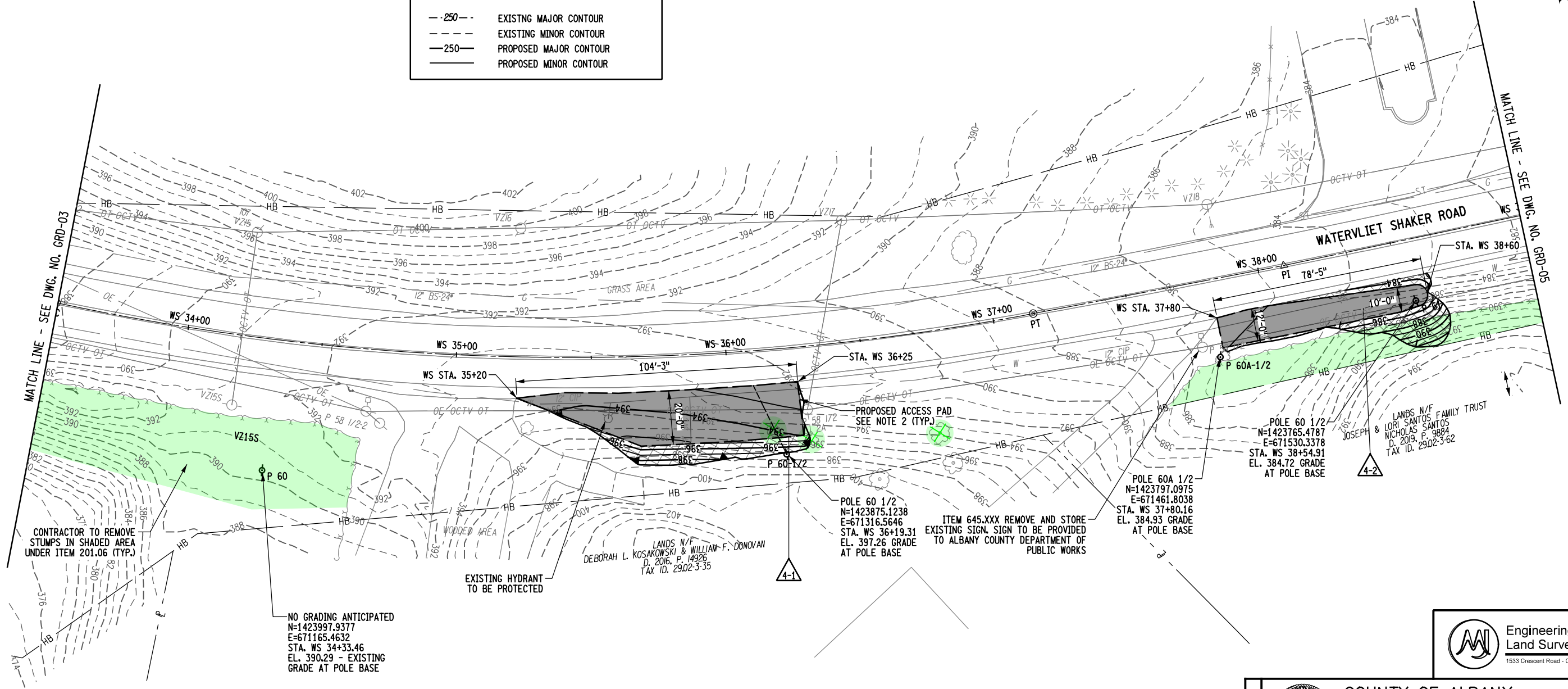
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 USER = ngbison

FILE NAME: DATE: 5/18/2022 BY: ngbison PLOT SCALE: AS SHOWN

LEGEND	
	SINGLE TREE REMOVED BY NATIONAL GRID, CONTRACTOR TO REMOVE STUMP
	AREA OF TREES TO BE CLEARED AND STUMPS GRUBBED BY THE CONTRACTOR
	AREA OF TREES CUT BY NATIONAL GRID, CONTRACTOR TO REMOVE TREES AND STUMPS FROM SITE
	4" ITEM 623.12 (SEE NOTE 2)
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

EROSION CONTROL LEGEND	
	ITEM 209.13 - SILT FENCE
	ITEM 209.1003 - SEED AND MULCH - TEMPORARY

- NOTES:**
- SEE DWG. NO. GRD-01 FOR PLAN NOTES.
  - SEE DWG. NO. GRD-01 FOR TYPICAL ACCESS PAD SECTION.



LANDS N/F MEMORY GARDENS, INC.  
 D. 2585, P. 424  
 TAX ID. 18,001-44

CONTRACTOR TO REMOVE STUMPS IN SHADED AREA UNDER ITEM 201.06 (TYP.)

NO GRADING ANTICIPATED  
 N=1423997.9377  
 E=671165.4632  
 STA. WS 34+33.46  
 EL. 390.29 - EXISTING GRADE AT POLE BASE

LANDS N/F DEBORAH L. KOSAKOWSKI & WILLIAM F. DONOVAN  
 D. 2016, P. 14926  
 TAX ID. 29,023-35

LANDS N/F JOSEPH & LORI SANTOS FAMILY TRUST  
 D. 2019, P. 9884  
 TAX ID. 29,023-62

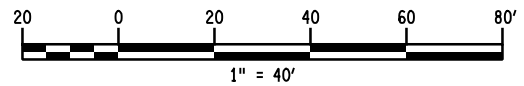
POLE 60 1/2  
 N=1423875.1238  
 E=671316.5646  
 STA. WS 36+19.31  
 EL. 397.26 GRADE AT POLE BASE

POLE 60A 1/2  
 N=1423797.0975  
 E=671461.8038  
 STA. WS 37+80.16  
 EL. 384.93 GRADE AT POLE BASE

POLE 60 1/2  
 N=1423765.4787  
 E=671530.3378  
 STA. WS 38+54.91  
 EL. 384.72 GRADE AT POLE BASE



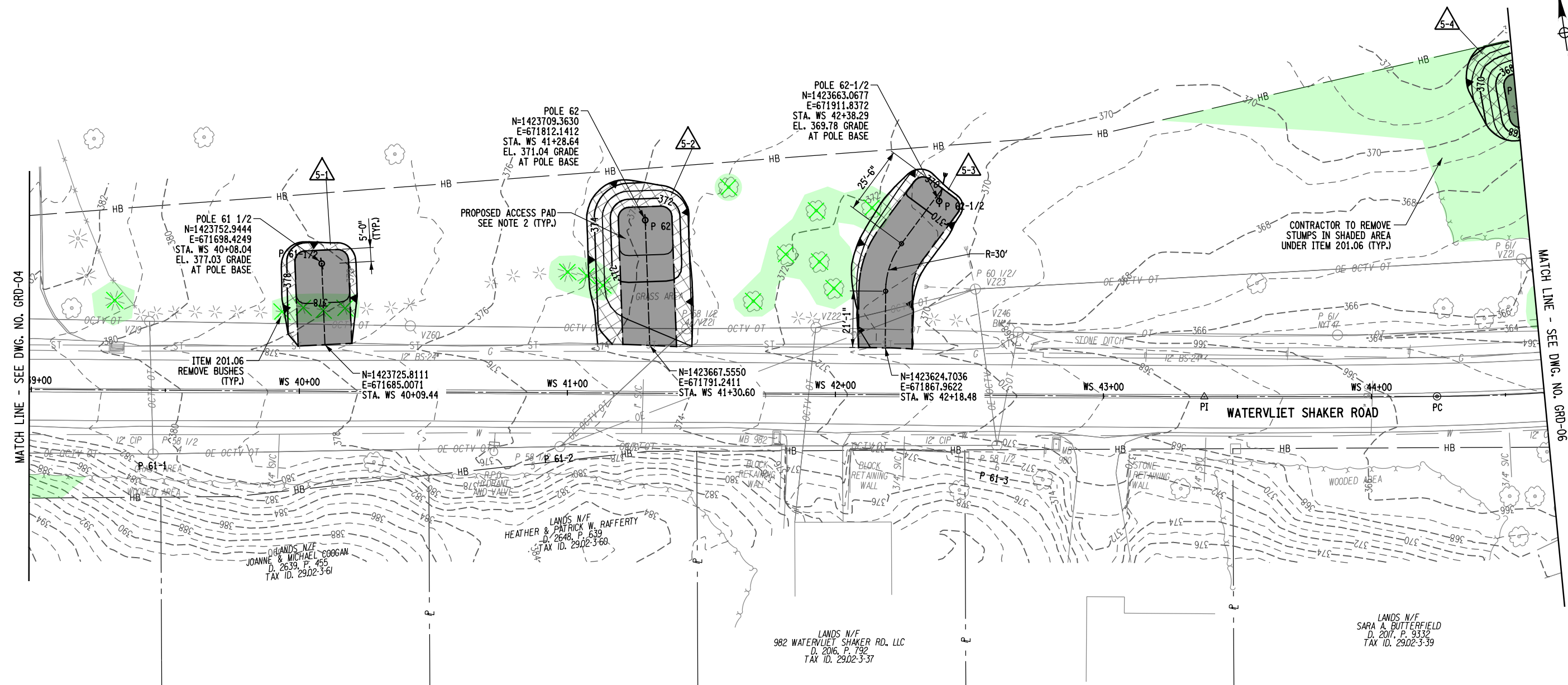
REMARKS	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	<b>WATERLIET SHAKER ROAD (CR 157)</b> TREE CLEARING CONTRACT	
BY	<b>GRADING &amp; EROSION CONTROL PLAN-04</b>	
DATE	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD
	DRAWING NUMBER: GRD-04	SHEET: 13



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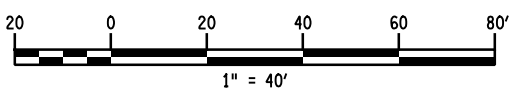
FILE NAME: DATE: 5/18/2022 BY: ngbison PLOT SCALE: AS SHOWN



LEGEND	
	SINGLE TREE REMOVED BY NATIONAL GRID, CONTRACTOR TO REMOVE STUMP
	AREA OF TREES TO BE CLEARED AND STUMPS GRUBBED BY THE CONTRACTOR
	AREA OF TREES CUT BY NATIONAL GRID, CONTRACTOR TO REMOVE TREES AND STUMPS FROM SITE
	4" ITEM 623.12 (SEE NOTE 2)
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

EROSION CONTROL LEGEND	
	ITEM 209.13 - SILT FENCE
	ITEM 209.1003 - SEED AND MULCH - TEMPORARY

- NOTES:**
- SEE DWG. NO. GRD-01 FOR PLAN NOTES.
  - SEE DWG. NO. GRD-01 FOR TYPICAL ACCESS PAD SECTION.



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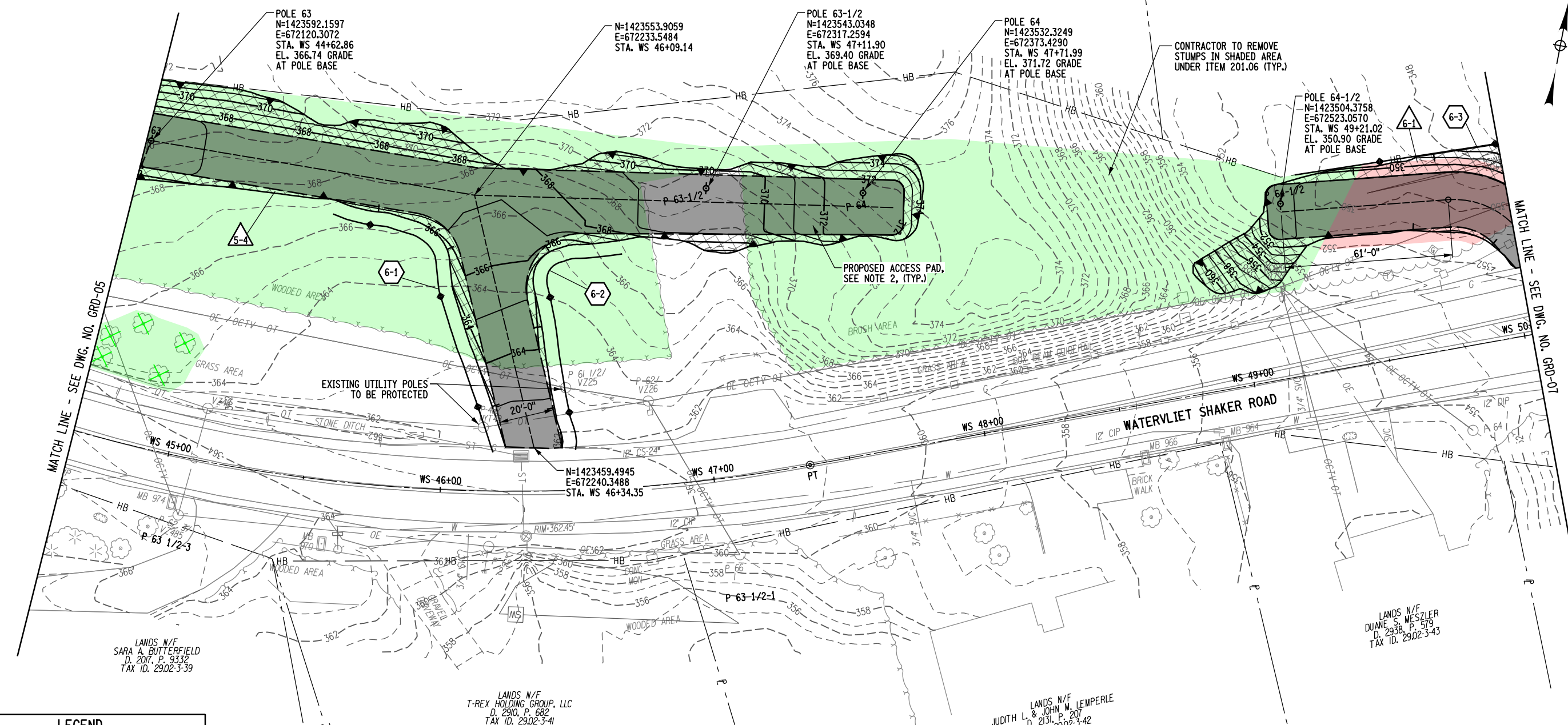
	<b>COUNTY OF ALBANY</b> DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786		
	<b>WATERVLIET SHAKER ROAD (CR 157)</b> TREE CLEARING CONTRACT		
REMARKS BY DATE	<b>GRADING &amp; EROSION CONTROL PLAN-05</b>		
	DRAWN BY: MEB CHECKED BY: LMW APPROVED BY: BJC	SCALE: AS SHOWN DATE: MAY 2022 PROJ. I.D. NO.: TBD	DRAWING NUMBER: GRD-05 SHEET: 14



- NOTES:**
- SEE DWG. NO. GRD-01 FOR PLAN NOTES.
  - SEE DWG. NO. GRD-01 FOR TYPICAL ACCESS PAD SECTION.

LANDS N/F  
TERRI L. & THOMAS W. SWART  
D. 3049, P. 964  
TAX ID. 3000-2-1

GRID NORTH



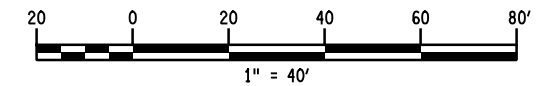
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 USER = ngibson  
 FILE NAME: 5/18/2022  
 DATE: 5/18/2022  
 BY: ngibson  
 PLOT SCALE: AS SHOWN

**LEGEND**

- SINGLE TREE REMOVED BY NATIONAL GRID, CONTRACTOR TO REMOVE STUMP
- AREA OF TREES TO BE CLEARED AND STUMPS GRUBBED BY THE CONTRACTOR
- AREA OF TREES CUT BY NATIONAL GRID, CONTRACTOR TO REMOVE TREES AND STUMPS FROM SITE
- 4" ITEM 623.12 (SEE NOTE 2)
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

**EROSION CONTROL LEGEND**

- ITEM 209.13 - SILT FENCE
- ITEM 209.1003 - SEED AND MULCH - TEMPORARY



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LANDS N/F  
SARA A. BUTTERFIELD  
D. 2017, P. 9332  
TAX ID. 2902-3-39

LANDS N/F  
T-REX HOLDING GROUP, LLC  
D. 290, P. 682  
TAX ID. 2902-3-41

LANDS N/F  
JUDITH L. & JOHN W. LEMPERLE  
D. 2131, P. 207  
TAX ID. 2902-3-42

LANDS N/F  
DUANE S. MESZLER  
D. 2938, P. 579  
TAX ID. 2902-3-43

LANDS N/F  
ALBANY CO. LAND BANK CORP.  
D. 2020, P. 8154  
TAX ID. 2902-3-40

Engineering and Land Surveying, P.C.  
1533 Crescent Road - Clifton Park, NY 12065

**COUNTY OF ALBANY**  
DEPARTMENT OF PUBLIC WORKS  
449 NEW SALEM ROAD  
VOORHEESVILLE, NEW YORK 12186  
518-765-2786

**WATERVLIET SHAKER ROAD (CR 157)**  
TREE CLEARING CONTRACT

**GRADING & EROSION CONTROL PLAN-06**

REMARKS

REV. \* DATE BY

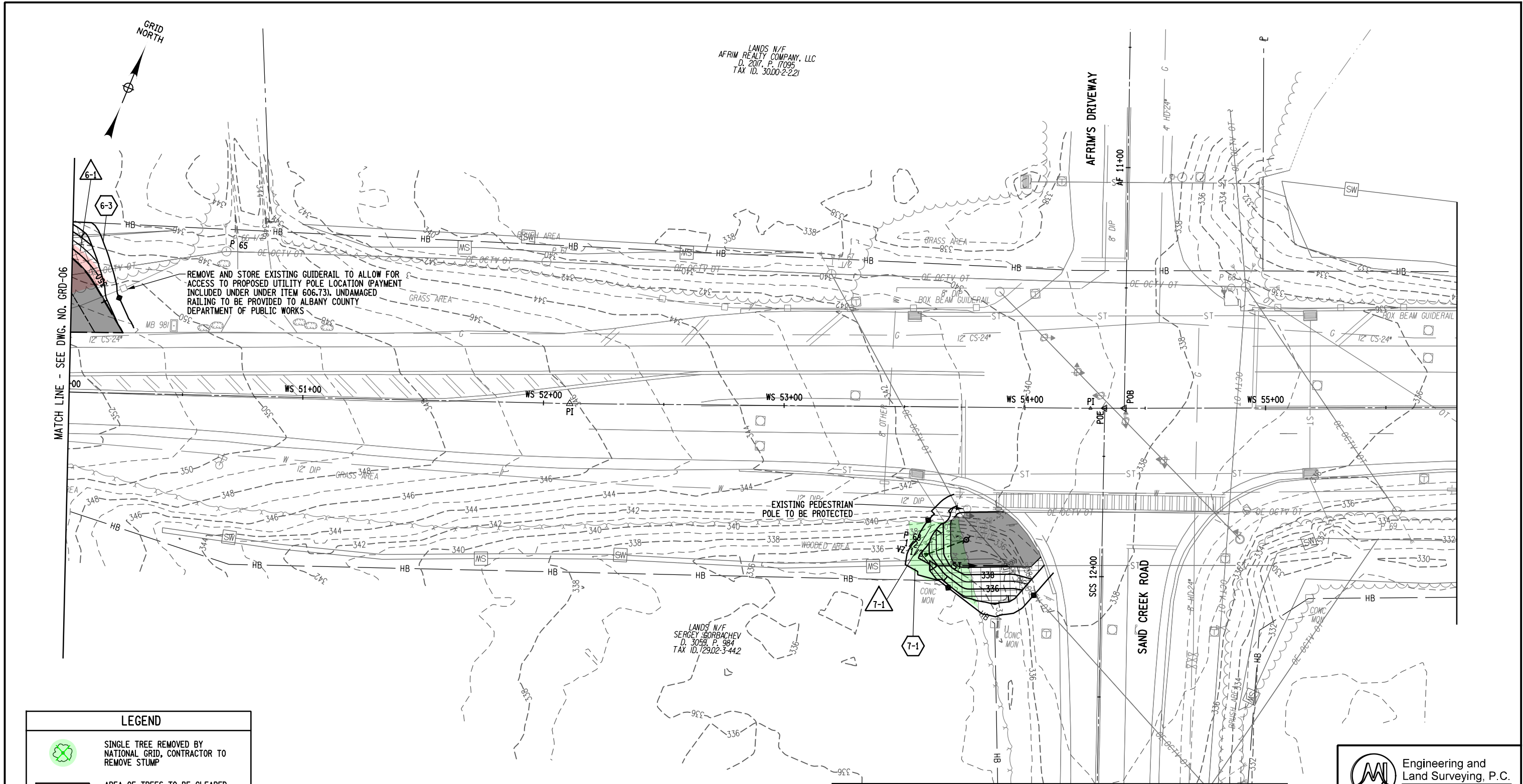
DRAWN BY: MEB  
CHECKED BY: LMW  
APPROVED BY: BJC

SCALE: AS SHOWN  
DATE: MAY 2022  
PROJ. I.D. NO.: TBD

DRAWING NUMBER: GRD-06  
SHEET: 15

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 DATE/TIME = 5/18/2022 3:22:02 PM  
 USER = ngbison

FILE NAME: DATE: 5/18/2022 BY: ngbison PLOT SCALE: AS SHOWN



LANDS N/F  
 AFRIM REALTY COMPANY, LLC  
 D. 2017, P. 17095  
 TAX ID. 30.00-2-2.21

REMOVE AND STORE EXISTING GUIDERAIL TO ALLOW FOR ACCESS TO PROPOSED UTILITY POLE LOCATION (PAYMENT INCLUDED UNDER ITEM 606.73). UNDAMAGED RAILING TO BE PROVIDED TO ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

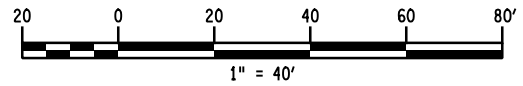
EXISTING PEDESTRIAN POLE TO BE PROTECTED

LANDS N/F  
 SERGEY SORBACHEV  
 D. 3059, P. 984  
 TAX ID. 129.02-3-442

LEGEND	
	SINGLE TREE REMOVED BY NATIONAL GRID, CONTRACTOR TO REMOVE STUMP
	AREA OF TREES TO BE CLEARED AND STUMPS GRUBBED BY THE CONTRACTOR
	AREA OF TREES CUT BY NATIONAL GRID, CONTRACTOR TO REMOVE TREES AND STUMPS FROM SITE
	4" ITEM 623.12 (SEE NOTE 2)
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

- NOTES:**
- SEE DWG. NO. GRD-01 FOR PLAN NOTES.
  - SEE DWG. NO. GRD-01 FOR TYPICAL ACCESS PAD SECTION.

EROSION CONTROL LEGEND	
	ITEM 209.13 - SILT FENCE
	ITEM 209.1003 - SEED AND MULCH - TEMPORARY



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Engineering and Land Surveying, P.C.  
 1533 Crescent Road - Clifton Park, NY 12065

REMARKS	COUNTY OF ALBANY DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD VOORHEESVILLE, NEW YORK 12186 518-765-2786	
	WATERVLIET SHAKER ROAD (CR 157) TREE CLEARING CONTRACT	
	GRADING & EROSION CONTROL PLAN-07	
REV. #	DATE	BY
DRAWN BY: MEB	SCALE: AS SHOWN	DRAWING NUMBER: GRD-07
CHECKED BY: LMW	DATE: MAY 2022	SHEET: 16
APPROVED BY: BJC	PROJ. I.D. NO.: TBD	



# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: ***WATERVLIET SHAKER RD. (CR 157), ROADWAY IMPROVEMENT  
PROJECT PHASE III, TREE CLEARING & PRELIMINARY GRADING  
CONTRACT***  
Bid Number: **RFB #2022-072**

### THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent  
Albany County Department of General Services  
Purchasing Division  
112 State Street, Room 1000  
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

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

Date

Number

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

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

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

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

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

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

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non Interruption of Work Agreement (Attachment "G")
- (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

**COUNTY OF ALBANY**  
**BID FORM**

**BID IDENTIFICATION:**

Title: ***WATERVLIET SHAKER RD. (CR 157), ROADWAY IMPROVEMENT PROJECT PHASE III, TREE CLEARING & PRELIMINARY GRADING CONTRACT***

Bid Number: **RFB #2022-072**

**Conditions:**

- 1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
- 2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

<b>Lump Sum Base Bid</b>  (Price in Words):   (Price in Numbers):	_____ _____ \$ _____
<b>10% Contingency Allowance</b>	\$ _____
<b>TOTAL BID (Base Bid + Contingency Allowance)</b>  (Price in Words):   (Price in Numbers):	_____ _____ \$ _____



**COUNTY OF ALBANY**  
**BID FORM**

**BID IDENTIFICATION:**

Title:            *WATERVLIET SHAKER RD. (CR 157), ROADWAY IMPROVEMENT  
PROJECT PHASE III, TREE CLEARING & PRELIMINARY GRADING  
CONTRACT*

Bid Number: **RFB #2022-072**

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TEL. NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**FEDERAL TAX ID NO.:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE AND TITLE** \_\_\_\_\_

**DATE**            \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

**ATTACHMENT "C"**  
**ALBANY COUNTY**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE  Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:  a) An elected or appointed public official or officer? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>  b) An officer of any political party organization in Albany County, whether paid or unpaid? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> <li>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</li> <li>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</li> <li>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</li> <li>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</li> <li>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</li> <li>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</li> <li>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</li> <li>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</li> <li>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> <li>1. federal, state or local health laws, rules or regulations.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES <b>1</b> HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?          Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> <li>a) file returns or pay any applicable federal, state or city taxes?  <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></li> <li>b) file returns or pay New York State unemployment insurance?  <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></li> <li>c) Property Tax  <i>Indicate the years the vendor failed to file.</i></li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES <b>1</b> WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING?          Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES<sup>1</sup>:  Yes  No

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

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

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

**ALBANY COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:                    )  
                                  ) ss:  
County of:                 )

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner \_\_\_\_\_

Address

Printed Name of Signatory \_\_\_\_\_

City, State, Zip

Title

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment "D"**  
**Certification Pursuant to Section 103-g**  
**Of the New York State**  
**General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name



**ATTACHMENT "E"**

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

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

**Name of Third Party Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

1. How many years has your firm been in business? \_\_\_\_\_ years
  
2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

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

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

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**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

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

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

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**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

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

\_\_\_\_\_

Correct Name of Bidder

(a) The business is a: \_\_\_\_\_

(b) The address of principal place of business is: \_\_\_\_\_

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

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**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

\_\_\_\_\_  
Firm

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Typed)

**ATTACHMENT "G"**  
**NON-INTERRUPTION OF WORK AGREEMENT**

By submission of the bid for:

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County of Albany**  
**Article SC19- Affirmative Action Plan**

**STATEMENT OF POLICY**

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

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

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

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

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



## **ADMINISTRATION**

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

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

The **workforce goals** for County public procurements are as follows:

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

### **• CONTRACTOR'S RESPONSIBILITIES**

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

### **• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

### **• COMPLIANCE**

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

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

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

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

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

## **SANCTIONS**

### **SC-19.5.1**

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

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

## **STANDARDS**

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

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

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

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

Minority: A person who is a member of one or more of the following groups:

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

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

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

**County Of Albany**  
**Criteria for Establishing Good Faith Effort**

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

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany  
Department of Affirmative Action  
Compliance Forms

**COUNTY OF ALBANY  
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

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

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Bidder is an approved  MBE  WBE If yes, specify agency: \_\_\_\_\_

**Joint Venture**

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one) :

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

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Federal ID No: \_\_\_\_\_

MBE Share of Joint Venture: \_\_\_\_\_ % x Total Bid Amount = \$ \_\_\_\_\_

WBE Share of Joint Venture: \_\_\_\_\_ % x Total Bid Amount = \$ \_\_\_\_\_

**Sub-contractor Performance**

MBE Goal: 7% x Total Bid Amount = \$ \_\_\_\_\_

WBE Goal: 5% x Total Bid Amount = \$ \_\_\_\_\_

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

I, \_\_\_\_\_, representative of \_\_\_\_\_ declare that the  
(print) (firm)  
information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**SUBMIT MONTHLY**

**FORM C**

**County of Albany  
Monthly Utilization Report**

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

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_ **Month** \_\_\_\_\_ **Year** \_\_\_\_\_

<b>Trade</b>	<b>Number of Hours Worked by Minorities</b>	<b>Number of Hours Worked by Women</b>	<b>Number of Hours Worked by Non-Minorities</b>	<b>Total Hours Worked</b>
<b>Total(s)</b>				

**Information provided by (please print):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(See over for instructions)

## M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

### INSTRUCTIONS

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

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

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

**NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.**

### Waiver Request for Subcontracting and/or Labor Performance

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

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Contract Type/Number: \_\_\_\_\_ Project Cost: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
Actions taken to include minority/women labor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title