



Buildings & Grounds Committee

Tuesday, September 5, 2023 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Matthew Veitch

Members: Philip Barrett, Eric Connolly, Diana Edwards, John Lant, Scott Ostrander (vc), Mike Smith

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the August 1, 2023 meeting
- III. Authorizing an agreement with W.M. Schultz Construction, Inc. for work related to the replacement of the Saratoga County Department of Public Works fuel islands and amending the 2023 County budget in relation thereto – Chad Cooke, Public Works
- IV. Authorizing an agreement with the New York State Unified Court System for the cleaning, maintenance and improvement of Court facilities – Chad Cooke, Public Works
- V. Executive Session: Discussion regarding the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
- VI. Other Business
- VII. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 8/21/23

COMMITTEE: Buildings & Grounds

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a contract with W.M. Schultz Construction, Inc. in the amount of \$1,594,000 for construction services associated with the replacement of the County's fuel islands at County DPW facilities in Ballston Spa and Hadley and amend the budget in relation thereto

3. Specific Details on what the resolution will authorize:

Authorize a contract with W.M. Schultz Construction, Inc. in the amount of \$1,594,000 for construction services for a project approved as part of the County's 2023 Capital Plan.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: ☒ YES or ☐ NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted **Yes**

☐ Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
H2023.50-5031	Transfer from General Fund	\$1,204,000


Expense

Account Number	Account Name	Amount
A.90.920.9900-H2023	Transfer to 2023 Capital Plan	\$1,204,000
H2023.50.100-7070	Bldg Component Personalty	\$1,204,000

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Decrease A-0599.B Appropriated Fund Balance-Budgetary Amount: \$1,204,000
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5. Identify Budget Impact (**Required**):

Other 

- a. G/L line impacted **Noted above**
- b. Budget year impacted **2023**
- c. Details

"The budget will be amended to increase appropriations and decrease fund balance by \$1,204,000."

\$450,000 was budgeted in 2023 in account H2023.50.100-7070. \$60,000 used already against engineering

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

Is this position in the current year compensation plan? ☐ Y ☐ N

Human Resources Consulted

7. Does this item require the awarding of a contract: ☒ Y ☐ N

a. Type of Solicitation **BID**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
23-PWF1U-11

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? ☐ Y ☒ N ☐ N/A

d. Vendor information (including contact name):

W.M. Schultz Construction, Inc. (Attn: Michael J. Conway)
831 Route 67 Curtis Lumber Industrial Park BLDG 28A PO Box 2620
Ballston Spa, NY 12020

e. Is the vendor/contractor an LLC, PLLC, or partnership: **No**

f. State of vendor/contractor organization: **NY**

g. Commencement date of contract term: **Upon execution of contract**

h. Termination of contract date: **Upon project completion**

i. Contract renewal date and term: **N/A**

k. Is this a renewal agreement: ☐ Y ☒ N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

☐ Marked-up previous resolution

☐ No Markup, per consultation with County Attorney

☐ Information summary memo

☒ Copy of proposal or estimate

☐ Copy of grant award notification and information

☐ Other _____

10. Remarks:

The fuel island project was included in the 2023 Capital Plan in the amount of \$450,000 for construction which was based on an quote obtained in 2020. The only bid received for the project was W.M. Schultz bid in the amount of \$1,594,000. In addition to some safety components that were added to the project during design, fuel island component costs for this project have escalated significantly since the project was originally conceived resulting in the request to appropriate fund balance to complete this necessary project.

FORM OF BID

**SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS
FUEL ISLAND UPGRADES**

Date: 07/17/2023

Bid of W.M. Schultz Construction, Inc. (hereinafter called "Bidder")
organized and existing under the laws of the State of New York
doing business as A Corporation

To the County of Saratoga, Ballston Spa, New York (hereinafter called "Owner").

The Bidder, in compliance with your invitation for bids for the *Fuel Island Upgrades* of the *Saratoga County Department of Public Works* and having examined specifications with related documents and the site of the proposed project, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in a timely manner in accordance with the Contract Documents; and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder agrees to perform all work described in these specifications as a lump sum as stated in the following. The bidder agrees to furnish all labor, equipment, and material necessary for the *Fuel Island Upgrades* based on these specifications *23-PWFIU-11* and a review of the site.

FORM OF BID

SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS – FUEL ISLAND UPGRADES

BIDDER'S NAME: W.M. Schultz Construction, Inc.**Addenda Acknowledgement:**Addendum No.Date Received107/06/2023207/17/2023

BASE BID

\$ 1,594,000

TOTAL WRITTEN AMOUNT:

dollars -One million five hundred ninety four thousand

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The bidder agrees that his bid shall be valid and may not be withdrawn for a period of 45 days after scheduled closing time for receiving bids.

The bid security attached in the sum of \$

5% of Total Bid

(in figures)

Five percent of total Bid

(in words)

is to become the property of the Owner in the event that contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully submitted:

SIGNATURE

NAME & TITLE

Michael J. Conaway Vice President of Preconstruction Services

(Seal if bid is by a corporation)

COMPANY

W.M. Schultz Construction, Inc.

ADDRESS

831 RT 67 Curtis Lumber Industrial Park BLDG 28A P.O. Box 2620Ballston Spa, New York 12020

TELEPHONE

518-885-0060DATE 07/17/2023

FAX

518-885-0744

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, W. M. Schultz Construction, Inc.
831 State Route 67, Curtis Industrial Park, Ballston Spa, NY 12020 as Principal,
The Hanover Insurance Company, 440 Lincoln Street, Worcester, Massachusetts 01653 and as Surety, are hereby held
and firmly bound unto the County of Saratoga as owner in the penal sum of Five Percent of the Attached Bid (5%) for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed, this 10th day of July 2023.
The condition of the above is such that whereas the Principal has submitted to the County of Saratoga
a Certain Bid, attached hereto and hereby made a part hereof to enter in a contract in writing, to

SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS – FUEL ISLAND UPGRADES

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

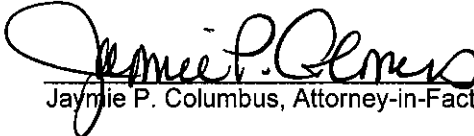
The Surety, for value received, hereby stipulated agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept said Bid; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set for above.

W. M. Schultz Construction, Inc. (L. S)
Principal

The Hanover Insurance Company

By: 
Michael Conaway, Vice President of Preconstruction Services


Jaymie P. Columbus, Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must be authorized to transact business in the State of New York.

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

 Notary Public

CORPORATE

STATE OF NEW YORK }
 COUNTY OF ALBANY } ss

On this 10th day of July, 2023, before me personally appeared Michael Conaway to me known, who, being by me first duly sworn, did depose and say that he/she resides in Ballston Lake, New York; that he/she is the Vice President of Preconstruction Services of W. M. Schultz Construction, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

TIFFANY GOCHA
 Notary Public, State of New York
 Qualified in Saratoga County
 No. 01G06434469
 Commission Expires June 6, 2026

Tiffany Gocha
 Notary Public

SURETY

STATE OF NEW YORK }
 COUNTY OF ALBANY } ss

I, Tiffany Gocha Notary Public of Saratoga County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the Hanover Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Hanover Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 10th day of July, A.D. 2023.

TIFFANY GOCHA
 Notary Public, State of New York
 Qualified in Saratoga County
 No. 01G06434469
 Commission Expires June 6, 2026

Tiffany Gocha
 Notary Public

The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2022

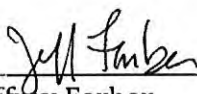
ASSETS	2022
Cash in Banks (Including Short-Term Investments)	\$ (22,202,279)
Bonds and Stocks	\$7,732,781,218
Other Admitted Assets	<u>\$2,603,181,043</u>
Total Admitted Assets	<u>\$10,313,759,982</u>

LIABILITIES, CAPITAL AND SURPLUS

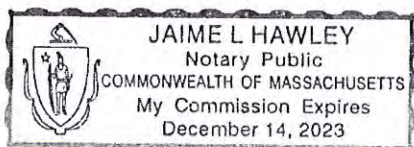
Reserve for Unearned Premiums	\$2,297,094,229
Reserve for Loss and Loss Expense	\$4,830,238,940
Reserve for Taxes	\$ 0
Funds held under reinsurance treaties	\$ 1,773,448
Reserve for all other liabilities	\$ 502,090,257
Capital Stock - \$1.00 par	\$ 5,000,000
Net Surplus	<u>\$2,677,563,108</u>
Policyholders' Surplus	<u>\$2,682,563,108</u>
Total Liabilities, Capital and Surplus	<u>\$10,313,759,982</u>

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2022.



Jeffrey Farber
Assistant Treasurer



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Timothy M. Tyrrell, Jaymie P. Columbus, Patrick J. Clyne, Harry Ungeheuer, Michael J. Grasso and/or Kimberly A. Ritchie
Of Arthur J. Gallagher & Co of Albany, NY each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed One Hundred Million and No/100 (\$100,000,000) in any single instance

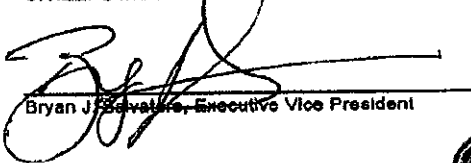
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 2nd day of December, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Savatere, Executive Vice President



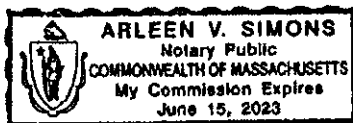
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

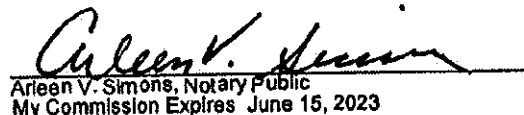

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 2nd day of December, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.





Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of July 2023.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

"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 knowledge and belief:

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;

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

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."



Michael J. Conaway

Signature

Vice President of Preconstruction Services

Title

Signature

Title

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

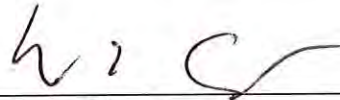
BIDDER'S CERTIFICATION

- ☒ By submission of this bid or 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/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: July 20th, 2023.

STATE OF New York)
) ss.:
COUNTY OF Saratoga)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.



Signature

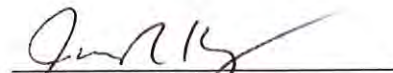
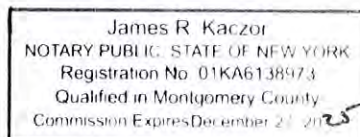
Michael J. Conaway

Printed Name

Vice President of Preconstruction Services

Title

Subscribed and sworn to before me this 20th
day of July, 2023.


Notary Public

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
COUNTY OF SARATOGA CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the County, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides 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) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the New York State Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement

which sets forth in detail the reasons why such statement cannot be made. The County of Saratoga may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person 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 makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County 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.

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- ☒ 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- ☐ I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

Dated: July 20th, 2023.

STATE OF New York)
COUNTY OF Saratoga) SS:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.



Signature

Michael J. Conaway

Printed Name

Vice President of Preconstruction Services

Title

Subscribed and sworn to before me this 20th
day of July, 2023.


Notary Public

James R. Kaczor
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6138973
Qualified in Montgomery County
Commission Expires December 21, 2025

CONTRACTOR REFERENCE SHEET

All bidders must complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: W.M. Schultz Construction, Inc.

REFERENCE NAME: Washington County Sewer District II

ADDRESS: 17 Cortland Street
Fort Edward, NY 12828

TELEPHONE: 518-747-6967 Ext. 302

CONTACT PERSON: Jason Denno

REFERENCE NAME: Energy Systems Group LLC

ADDRESS: 9877 Eastgate Court
Newburgh, IN 47690

TELEPHONE: 443-955-2903

CONTACT PERSON: Clay Hankinson

REFERENCE NAME: Energy Systems Group LLC

ADDRESS: 9877 Eastgate Court
Newburgh, IN 47690

TELEPHONE: 812-471-2000

CONTACT PERSON: Kevin Jones

CONTRACTOR QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Saratoga County Department of Public Works
ADDRESS: 50 West High Street Ballston Spa, NY 12020
SUBMITTED BY: W.M. Schultz Construction, Inc.
NAME: Michael J. Conaway, Vice President of Preconstruction Services
ADDRESS: P.O. Box 2620 Ballston Spa, NY
PRINCIPAL OFFICE: 831 RT 67 Curtis Lumber Industrial Park BLDG 28A Ballston Spa, NY 12020

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other ☐

NAME OF PROJECT (if applicable): SARATOGA COUNTY FUEL ISLAND UPGRADES

TYPE OF WORK (file separate form for each Classification of Work):

X General Construction HVAC
 Plumbing Electrical
 Other
(please specify)

1. ORGANIZATION:

1.1 How many years has your organization been in business as a contractor?

23 Years

1.2 How many years has your organization been in business under its present business name?

23 Years

1.2.1 Under what other or former names has your organization operated?

Not Applicable

CONTRACTOR QUALIFICATION STATEMENT

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of Incorporation: 10/26/2000

1.3.2 State of Incorporation: New York

1.3.3 President's Name: William M. Schultz

1.3.4 Vice-President's Name(s): Michael J. Conaway

1.3.5 Secretary's Name: Diane Patrick

1.3.6 Treasurer's Name: William M. Schultz

1.4 If your organization is a partnership, answer the following: Not Applicable

1.4.1 Date of Organization:

1.4.2 Type of Partnership (if applicable):

1.4.3 Name(s) of General Partner(s):

1.5 If your organization is individually owned, answer the following: Not Applicable

1.5.1 Date of Organization:

1.5.2 Name of Owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Not Applicable

2. LICENSING:

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Please see attached

2.2 List jurisdictions in which your organization's partnership or trade name is filed. Not Applicable

CONTRACTOR QUALIFICATION STATEMENT

3. EXPERIENCE:

- 3.1 List the categories of work that your organization normally performs with its own forces.

Underground utility installation (sewer/water), water and wastewater treatment plants, pump stations, heavy civil construction, roadwork, concrete, earthwork and general site work.

- 3.2 Claims and Suits - (if the answer to any of the questions below is yes, please attach details):

3.2.1 Has your organization ever failed to complete any work awarded to it? No

3.2.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? No

- 3.3 Within the last five (5) years has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if answer is yes, please attach details)

No

- 3.4 On a separate sheet, list major construction projects your organization has in progress giving the name of the project, owner, architect, contract amount, percent complete, and scheduled completion date.

Please see attached

3.4.1 State total worth of work in progress and under contract.
\$38M

- 3.5 On a separate sheet, list the major projects your organization has completed in the last five (5) years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

Please see attached

3.5.1 State average annual amount of construction work performed during the past five (5) years:
\$35M

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Please see attached

4. REFERENCES:

- 4.1 Trade References:

Please see attached

CONTRACTOR QUALIFICATION STATEMENT

4.2 Bank References:
Please see attached

4.3 Surety:
4.3.1 Name of bonding company: please see attached
4.3.2 Name and address of agent: Please see attached

5. FINANCING:

5.1 Financial Statement:

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net Fixed Assets; Please see attached

Other Assets; Please see attached

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes); please see attached

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). Please see attached

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:
Please see attached

5.1.3 Is the attached financial statement for the identical organization named on page one?
Yes

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., partner-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
Yes

CONTRACTOR QUALIFICATION STATEMENT

6. SIGNATURE:

6.1 Dated July this 20th day of 2023

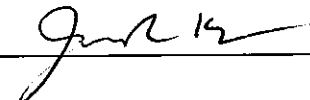
Name of Organization: W.M. Schultz Construction, Inc.

By: Michael J. Conaway

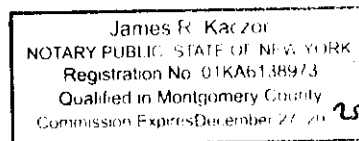
Title: Vice President of Preconstruction Services

6.2 I, Michael J. Conaway, Vice President of Preconstruction Services being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 20th day of July, 2023

Notary Public: 

My Commission Expires: 12/27/2025



VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name W.M. Schultz Construction, Inc.

Address 831 RT 67 Curtis Lumber Industrial Park, BLDG 28A P.O. Box 2620 Ballston Spa, NY 12020

Business Type (Sole Proprietorship, Corporation, LLC, etc.) Corporation

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No ☒

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No ☒

Does your business have a small business status? Yes ☒ No

Any other business status, please provide information: Not Applicable

Provide the name of the Certifying Entity (ties): Not Applicable

Have you conducted business with the County before? Yes ☒ No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN # : 14-1827521

How did you discover this Bid opportunity? Bid Advertisement

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? ☒ Yes No

If Yes, do you find it useful (explain) or if No, why? At W.M. Schultz Construction, Inc. we find the Empire State Municipal Purchasing Group Website to be extremely useful. It is a great way to access all documents needed in a convenient easy to use website.

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.

CORPORATE BID RESOLUTION

For Corporate Bidders Only

RESOLVED, that Michael J. Conaway, Vice President of Preconstruction Services be authorized to sign and submit
(individual)

the bid or proposal of this corporation for the following project(s):

SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS – FUEL ISLAND UPGRADES

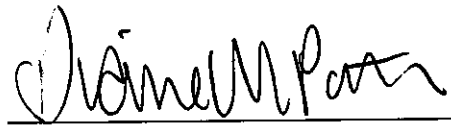
and to include in such bid or proposal, the certificate as to non-collusion required by section 103-d of the General Municipal Law as the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificates this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by W.M. Schultz Construction, Inc.
(corporation)

at a meeting of its Board of Directors held on the 20th day of July, 2023

and is still in full force and effect on this 20th day of July, 2023.

SEAL OF CORPORATION


Secretary

Diane Patrick

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by W.M. Schultz Construction, Inc., the CONTRACTOR, as follows:

INSURANCE CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

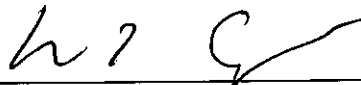
Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 20th day of July, 2023.

SIGNATURE 
NAME & TITLE Michael J. Conaway, Vice President of Preconstruction Services

SECTION B

—

SARATOGA COUNTY DEPARTMENT OF PUBLIC WORKS - FUEL ISLAND UPGRADES
County Bid #23-PWFIU-11

ITEM DESCRIPTION WITH AMOUNT BID WRITTEN IN WORDS	AMOUNT BID	
	DOLLARS	CENTS
LUMP SUM BID FOR FUEL ISLAND UPGRADES AND ALL ASSOCIATED WORK <i>One million five hundred eighty four thousand dollars</i>	<i>1,584,000</i>	<i>0</i>
ITEM DESCRIPTION WITH AMOUNT BID WRITTEN IN WORDS	AMOUNT BID	
	DOLLARS	CENTS
FIELD CHANGE ALLOWANCE <i>Ten thousand dollars</i>	\$ 10,000.00	\$ -

Attachment 1

Licensing



SCHULTZ

Company Held Licenses, State Approvals and Jurisdictions Where Trade Name is Filed

- CT Legally qualified to do business in the State of CT
Plumbing & Piping Limited Contractor License # PLM .0277710-P7
Major Contractor License #MCO.0903148
CT Department of Administrative Services Approved Contractor for Sewer and Water Lines; Sitework and Treatment Plants

- MA Legally qualified to do business in the State of MA
MA Department of Transportation – Highway Division Approved Contractor
MA Division of Capital Asset Management and Maintenance Approved Contractor

- ME Legally qualified to do business in the State of Maine

- NC Legally qualified to do business in the State of NC
General Contracting License # 50240 - Unlimited

- NH Legally qualified to do business in the State of NH

- NY Legally qualified to do business in the State of NY
Prequalified to perform work for various NYS agencies
Contractor License not required

- PA Legally qualified to do business in the State of PA

- VT Legally qualified to do business in the state of Vermont

Attachment 2

Current Experience

Project Name	Project Town/City	State	Original Contract Amount	Percent Complete	Completion Date	Owner Name	Engineer Name
Knolls A4/A6 Fire Water (PO 149555)	Niskayuna	NY	\$ 1,133,000.00	0.00%	10/5/23	Fluor Marine Propulsion LLC	Same as Owner
Knolls KL A8 Water Main Replacement (PO 148796)	Niskayuna	NY	\$ 1,991,000.00	0.00%	12/29/23	Fluor Marine Propulsion LLC	Same as Owner
Decommission Wastewater Treatment Plant @ Green Haven Correctional Facility	Stormville	NY	\$ 9,189,418.00	0.00%	6/1/25	NYS OGS	O'Brien & Gere Engineers Inc.
Knolls Underground Utility (PO 149068)	Niskayuna	NY	\$ 3,182,730.00	0.00%	TBD	Fluor Marine Propulsion LLC	Same as Owner
Saratoga Springs Pump Station & Sewer Upgrades-General Construction 23-SDSSU-1-GC	Saratoga Springs	NY	\$ 4,148,000.00	4.00%	TBD	Saratoga County	Weston & Sampson Engineers, Inc.
Kesselring Building 28 Lift Station PO 147954	West Milton	NY	\$ 161,860.00	89.50%	5/30/23	Fluor Marine Propulsion LLC	Same as Owner
Town of Esopus, Port Ewen Water District, Roger Mabie Water Treatment Plant Improvements, Contract No. 1	Ulster Park	NY	\$ 1,061,800.00	46.00%	1/8/24	Town of Esopus, Port Ewen Water District	T&B Engineering & Landscaping Architecture, PC (Tighe & Bond, Inc.)
Kesselring Site Earthwork PO 146965	Niskayuna	NY				Fluor Marine Propulsion LLC	Same as Owner
Town of Adams, Bid No. 22-004, Wastewater Treatment Facility Improvements, Project No. CWSRF-	Adams	MA	\$ 6,504,400.00	66.00%	12/19/23	Town of Adams	Tighe & Bond, Inc.
Knolls Atomic Power Laboratory J8-K4 Pump Station (PO 145630)	Schenectady	NY	\$ 905,860.00	98.80%	4/30/23	Fluor Marine Propulsion LLC	Same as Owner
Fort Edward WWTP	Fort Edward	NY	\$ 9,990,180.00	65.00%	11/3/23	Washington County Sewer District II	Wendel Engineering
Rosendale WWTP	Rosendale	NY	\$ 3,693,000.00	85.00%	8/31/23	Town of Rosendale	Barton & Loguidice
Oneida Water Resource Recovery Project	Oneida	NY	\$ 19,197,800.00	98.50%	10/18/23	Energy Systems Group LLC	Barton & Loguidice

Attachment 3

Past Experience

Project Name	Project Town/City	State	Original Contract Amount	% Sublet	Completion Date	Owner Name	Engineer Name
WCSD II Route 197 Force Main Replacement	Fort Edward	NY	\$ 647,000.00		4/30/23	Washington County Sewer District II	LabBella Associates
Emergency Project: Clifton Park Sewer Collapse	Clifton Park	NY	\$ 55,984.85	0.00%	2/28/23	Town of Clifton Park	Same as Owner
45429-C Green Haven CF WWTP	Stormville	NY	\$ 16,959,000.00	36.00%	11/30/22	NYS OGS	Same as Owner
PO 141560 - KS Head Tanks Corrosion Protection	West Milton	NY	\$ 584,000.00		9/30/22	Fluor Marine Propulsion LLC	MJ Engineering & Land Survey
KAPL 2020 T&M Utilities	Schenectady	NY	\$ 170,382.21		4/30/22	Fluor Marine Propulsion LLC	
Moreau Water Expansion Project Contract 1	Moreau	NY	\$ 5,023,400.00	22.00%	11/30/21	Saratoga County Water Authority	Delaware Engineering, PC
PO 129072 - 2021 Parking Lot Resurfacing	Schenectady	NY	\$ 328,000.00		10/30/21	Fluor Marine Propulsion LLC	
PO 124524 Kesselring Earthwork	West Milton	NY	\$ 1,000,000.00		9/18/21	Fluor Marine Propulsion LLC	Fluor Marine Propulsion LLC
PO 134291-MD Knolls Atomic Power Laboratory	Schenectady	NY	\$ 2,597,597.00	18.00%	8/30/21	Fluor Marine Propulsion LLC	Fluor Marine Propulsion LLC
Corinth WWTP Contract 1 General	Corinth	NY	\$ 12,159,000.00	28.00%	7/15/21	Village of Corinth	Laberge Group
PO 137643 Bldg. Z10 Backup Electrical Power Installation	Schenectady	NY	\$ 579,000.00		6/30/21	Fluor Marine Propulsion LLC	Beardsley Architects & Engineers
PO 133901 Kesslering Site LWTF Gate 1 Drainage	West Milton	NY	\$ 1,437,700.00	16.00%	11/30/20	Fluor Marine Propulsion LLC	Fluor Marine Propulsion LLC
Salmon Kill Pump Station	Salisbury	CT	\$ 1,065,000.00	24.00%	11/7/20	Town of Salisbury	Tighe & Bond, Inc.
Binnewater Water Main and Valve Improvements Project	Kingston	NY	\$ 2,115,252.00	26.00%	9/30/20	City of Kingston Water Dept.	CDM Smith
West River Pumping Station Upgrade	Uxbridge	MA	\$ 1,559,436.00	25.00%	6/26/20	Town of Uxbridge, MA	GHD Consulting Services
KAPL T&M Utilities	Schenectady	NY	\$ 90,433.05	15.00%	12/31/19	Fluor Marine Propulsion LLC	
Contract CK2018-1 Jacobs Valley Storm Sewer Improvements	Kingston	NY	\$ 2,546,400.00	17.00%	12/20/19	City of Kingston	H2M Architects & Engineers
Wastewater Pumping Station Improvements, Contract 3	West Springfield	MA	\$ 7,391,000.00	45.00%	11/25/19	West Springfield, MA DPW	Tighe & Bond, Inc.

Niskayuna Wastewater Resource Recovery Project	Niskayuna	NY	\$	5,856,667.00	0.00%	10/7/19	Energy Systems Group	Barton & Loguidice DPC
Contract 4483S-C-Construction Work, Provide Perimeter Fence/Systems, Buildings & Site Improvements, Wallkill Correctional Facility	Wallkill	NY	\$	8,615,500.00	40.00%	9/16/19	New York State Office of General Services	New York State Office of General Services
Niskayuna Emergency Repairs	Niskayuna	NY	\$	277,335.00	0.00%	9/13/19	Town of Niskayuna	Matt Yetto
St. Peter's Hospital Pump Station	Albany	NY	\$	1,456,000.00	10.00%	6/30/19	St. Peter's Health Partners	Chazen Engineering
Heritage Hills Wastewater Facility Upgrade General Construction and Sitework Contract	Somers	NY			2.97%	4/5/19	Heritage Hills Sewage Works Corp.	Cedarwood Engineering
D263365 Job Order Contract for Culvert Repairs	Various locations	NY	\$	999,996.00	26.00%	2/22/19	New York State Dept. of Transportation	New York State Dept. of Transportation
Village of Lake Placid Main St. Sanitary Sewer Improvements Project	Lake Placid	NY	\$	1,249,150.00	33.00%	11/30/18	Village of Lake Placid	Ivan Zdrahal Associates PLLC Engineering and Planning
Water System Remedial Expansion, Contract #3	Bennington	VT	\$	2,274,574.00	25.00%	11/28/18	Town of Bennington	MSK Engineering & Design, Inc.
D263404 Region 9 Large Culverts		NY	\$	5,182,265.50	35.00%	11/14/18	New York State Dept. of Transportation	State of NY Department of Transportation
Water System Remedial Expansion, Contract #1	Bennington	VT	\$	3,363,296.00	25.00%	10/18/18	Town of Bennington	MSK Engineering & Design, Inc.
Water Distribution Extensions	North Bennington	VT	\$	3,585,000.00	25.00%	10/15/18	Village of North Bennington	Otter Creek Engineering
D263492 Region 8 Bridge JOC	Various locations	NY	\$	1,012,101.45	28.00%	9/27/18	New York State Dept. of Transportation	Wallace Pishtey
City of Kingston Wastewater Treatment Plant	Kingston	NY	\$	1,953,000.00	29.00%	9/18/18	City of Kingston, NY	ARCADIS of NY Inc.
South Water St. Sewer Separation Project, City of Newburgh	Newburgh	NY	\$	1,654,000.00	18.00%	9/5/18	City of Newburgh, NY	ARCADIS of NY Inc.
Stilsing Electric/Kingston WWTP	Kingston	NY	\$	39,900.00	0.00%	4/1/18	Stilsing Electric	ARCADIS of NY Inc.
Rensselaer Sewer District No. 1 Grit Collection & Treatment System Improvements, Contract #1	Troy	NY	\$	2,166,000.00	8.30%	3/26/18	Rensselaer County	Chazen Companies
Hale Creek Water Main Break Investigation Services	Johnstown	NY	\$	7,669.54	0.00%	3/14/18	Hale Creek CF	

Attachment 4

Key Personnel



Officers and Key Individuals

Name	Title	Years Experience	Years With Schultz	Areas of Expertise
William M. Schultz	President / Treasurer	41 Years	41 Years	
Michael Conaway	Vice President of Preconstruction Services	24 Years	18 Years	Heavy Highway, Site, Underground Utilities, Sewage / Water Treatment Plant, Pump Stations, Structural Concrete, Dam Rehab, Deep Trenching, Special Trench Shoring, Railroad Construction
Dane Insogna	Vice President of Construction	22 Years	1 Year	Heavy Civil Infrastructure
Diane Patrick	Director of Finance /Corporate Secretary+	16 Years	1 Year	Accounting experience in the construction industry.
Gregory Turner	Chief Estimator	31 Years	31 Years	Heavy Highway, Deep Trenching, Underground Utilities, Structural Concrete, Wastewater and Water Treatment Plants and Site Work
Michael Garn	Project Manager	14 Years	10 Years	Federal Contracting, Heavy Highway, Sewage/Water Treatment Plants, Underground Utilities, Site and Excavation Work
Kyle O'Born	Project Manager	5 Years	5 Years	Sewage/Water Treatment Plants, Underground Utilities, Site and Excavation Work,
Daniel Kusky	Project Manager	8 Years	3 Years	Sewage/Water Treatment Plants, Underground Utilities, Site and Excavation Work
Liam Radigan	Estimator / Project Manager	6 years	2 Years	Sewage/Water Treatment Plants, Underground Utilities, Site and Excavation Work
Tom Jackson Jr.	General Superintendent	18 Years	9 Years	Equipment Operation, Concrete, Carpentry, Site Work, Underground Process Piping
James Smith	Project Foreman	31 Years	29 Years	Underground Utilities, Pump Stations, Sewage Treatment Plants
Joseph Weber	Superintendent	31 Years	29 Years	Heavy Highway, Underground Utilities, Structural Concrete, Site Work



Attachment 5

Trade, Bank, and Surety References



SCHULTZ

Bank and Trade References

SURETY	Name of Bonding Company:	The Hanover Insurance Company
	Name of Agency:	Arthur J. Gallagher
	Agency Contact:	David Brockmann
	Address of Agency:	30 Century Hill Drive, Suite 200 Latham, NY 12110
	Telephone No.:	518.869.3535

BANK	Name of Bank:	Capital Bank
	Name of Contact:	Tracey Wardwell
	Address:	25 Park Avenue Clifton Park, NY 12065
	Telephone No:	518.579.2080

MAJOR MATERIAL SUPPLIER	Name of Company:	Siewert Equipment
	Name of Contact:	Will Stradling
	Address:	10 Corporate Circle Albany, NY 12203
	Telephone No.:	518.272.5800

Attachment 6

Financial Information

Bank and Trade References		
SURETY	Name of Bonding Company:	The Hanover Insurance Company
	Name of Agency:	Arthur J. Gallagher
	Agency Contact:	David Brockmann
	Address of Agency:	30 Century Hill Drive, Suite 200
		Latham, NY 12110
	Telephone No.:	518.869.3535
BANK	Name of Bank:	Capital Bank
	Name of Contact:	Tracey Wardwell
	Address:	25 Park Avenue
		Clifton Park, NY 12065
	Telephone No:	518.579.2080
MAJOR MATERIAL SUPPLIER	Name of Company:	Siewert Equipment
	Name of Contact:	Will Stradling
	Address:	10 Corporate Circle
		Albany, NY 12203
	Telephone No.:	518.272.5800

Request for Audited Balance Sheet for Last 3 Years

Please see attached response for this confidential information



July 20, 2023

Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, NY 12020

Re: *Saratoga County Fuel Island Upgrades*

To Whom It May Concern:

Due to the confidential information contained within our financial statement, if apparent low bidder W.M. Schultz Construction's financial statement/information, as requested in the Bidder's Qualifications Statement, will be furnished upon the Owner's request.

For reference, if needed, our corporate accounting firm contact is Richard Bigham, CPA & Partner at The Bonadio Group, 6 Wembley Court, Albany, NY 12205.

Sincerely,

W.M. SCHULTZ CONSTRUCTION, INC.

Michael J. Conaway
Vice President of Preconstruction Services



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 8/21/23

COMMITTEE: Buildings & Grounds

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

AUTHORIZING THE CHAIR TO ENTER INTO AN
AGREEMENT WITH THE NEW YORK STATE UNIFIED
COURT SYSTEM FOR THE CLEANING, MAINTENANCE AND
IMPROVEMENT OF COURT FACILITIES

3. Specific Details on what the resolution will authorize:

AUTHORIZING THE CHAIR TO ENTER INTO A FIVE (5)
YEAR AGREEMENT WITH THE NEW YORK STATE UNIFIED
COURT SYSTEM FOR THE CLEANING, MAINTENANCE AND
IMPROVEMENT OF COURT FACILITIES

This column must be completed
prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: ☐ YES or ☒ NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted **Yes**

☐ Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted **A.50.000-8627**
- b. Budget year impacted **2023**
- c. Details

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

Is this position in the current year compensation plan? ☐ Y ☐ N

7. Does this item require the awarding of a contract: ☐ Y ☒ N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? ☐ Y ☒ N ☐ N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: ☐ Y ☒ N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted
No

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

☐ Marked-up previous resolution

☐ No Markup, per consultation with County Attorney

☐ Information summary memo

☐ Copy of proposal or estimate

☐ Copy of grant award notification and information

☒ Other Draft resolution and proposed OCA agreement

10. Remarks:



T

STATE OF NEW YORK
UNIFIED COURT SYSTEM
FOURTH JUDICIAL DISTRICT
101 STATE FARM PLACE, SUITE 100
MALTA, NEW YORK 12020
(518) 285-5099
FAX # (518) 453-8988

JOSEPH A. ZAYAS
Chief Administrative Judge

JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

FELIX J. CATENA
District Administrative Judge
Fourth Judicial District

JOANNE B. HAELEN
District Executive

JOANNE M. MANN
Deputy District Executive

August 24, 2023

The Honorable Theodore T. Kusnierz, Jr.
Board of Supervisors
The County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Re: Five-Year Agreement (2023-2028) between the Unified Court System (UCS) and the County of Saratoga for Court Cleaning and Minor Repairs Contract: C300523

Dear Chairman Kusnierz:

Please be advised that we are hereby initiating the establishment of a new five-year contract between the UCS and the County of Saratoga, for the interior cleaning and minor repairs, and preventative building and property maintenance services for court facilities. The contract period shall be retroactive to April 1, 2023.

The proposed budget for services to be rendered pursuant to the first year (2023-24) of said contract shall be \$421,425.00, as detailed in Appendix B of the Agreement. The Program will reimburse the municipality a percentage of its eligible expenses in pursuit of clean and well-maintained courts. With this in mind, a comprehensive program of systematic facilities planning, and budget development will benefit not only the courts, but the municipality, as well.

Please submit two sets of the signed original Agreement and related documents to my attention, at the above address. Each set must include a signed Agreement, a fully completed, signed and notarized Acknowledgment form, an Appendix A and a signed Appendix B (proposed budget for year one). Thank you.

Sincerely,

Chelsea Barrett

Chelsea R. Barrett
Management Analyst

CRB:jec
Enclosures

C: Steve Bulger, County Administrator
Chad Cooke, Commissioner of Public Works
Gregory Ball, Deputy Commissioner of Public Works
Dennis Bruce, Supreme and County Chief Clerk



T

STATE OF NEW YORK
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C: Steve Bulger, County Administrator
Chad Cooke, Commissioner of Public Works
Gregory Ball, Deputy Commissioner of Public Works
Dennis Bruce, Supreme and County Chief Clerk

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
THE COUNTY OF SARATOGA**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the Saratoga County Courthouse ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2023** for a maximum of five (5) years through **March 31, 2028**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2023** and terminate on **March 31, 2024**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to approval by the Comptroller of the State of New York in cases where the annual budget increase

over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

II. **EXTENSION AND TERMINATION**

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. **SCOPE OF SERVICES**

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative

and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during

the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. MAINTENANCE OF EFFORT

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period

shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in

accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies,

procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. **AUDITING OF BOOKS**

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. **NOTICES**

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Joanne B. Haelen, District Executive
Unified Court System

Fourth District Administrative Office
101 State Farm Place, Suite 100
Malta, New York 12020

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300523

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
THE COUNTY OF SARATOGA

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name: Theodore T. Kusnierz, Jr.

Title: Chairman, Board of Supervisors

Dated:

Maureen McAlary, Director

Division of Financial Management

Dated:

ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS:
COUNTY OF)

[illegible]

NOTARY PUBLIC

**New York State Unified Court System
Appendix A
Standard Clauses for all Contracts**

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller’s office. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, or when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to

payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR §105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) IDENTIFICATION NUMBER(S).

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

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax

liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor’s actual receipt of process or upon the State’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this contract is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.
19. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.
20. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Unified Court System

Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2023 thru March 31, 2024

Name of County or City: Saratoga County: Contract C300523

List Court Buildings:		Court Spaces to be Cleaned and Repaired Pursuant to this Budget		
Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Court Related Net Usable Sq. Ft.	Aid Eligible Percentage
Municipal Center, Ballston Spa (1)+1 Modular Unit(lease)	Owned/Leased	123,640	46,065	37%
Off-site Chambers, 60 Railroad Pl, Saratoga Springs (2)	Leased	2,134	2,134	100%
Combined		125,774	48,199	38%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
1	G-Force Janitorial LLC	Cleaning	2	\$6,000	100%	\$6,000
2						
3						
4						
5						
6						
1(a) Subtotal:						\$6,000

1(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	FY23-24 Budget Request
7	1	1 (Bldg. #'s 2,3)	\$52,000	\$29,120	\$81,120	100%	\$81,120
8	1	1 (Bldg. #'s 2,3)	\$48,000	\$26,880	\$74,880	100%	\$74,880
9	1	1 (Bldg. #'s 2,3)	\$51,000	\$28,560	\$79,560	50%	\$39,780
10	1	1 (Bldg. #'s 2,3)	\$54,000	\$30,240	\$84,240	50%	\$42,120
11	1	1 (Bldg. #'s 2,3)	\$53,000	\$29,680	\$82,680	20%	\$16,536
12							
1(b) Subtotal:							\$254,436

1(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
13	Paper Goods & Cleaning	1 (Bldg. #'s 2,3)	1	\$38,000	100%	\$38,000
14	Supplies					
15						
16						
17						
18						
1(c) Subtotal:						\$38,000

1(d) - Total Cleaning Costs (1a+1b+1c):**\$298,436**

2 Trash Removal and Disposal**2(a) Trash Removal**

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
19	Twin Bridges	1 (Bldg. #'s 2,3)	1	\$7,500	37%	\$2,775
20						
21						
22						
23						
2(a) Total:						\$2,775

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
24	N/A					
25						
26						
27						
28						
2(b) Total:						\$0

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c)**\$2,775****3 HVAC Cleaning Costs****3(a) Duct Work Cleaning and Filter Changing By Service Contract**

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
29	N/A					
30						
31						
32						
33						
34						
3(a) Subtotal:						\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	FY23-24 Budget Request
35	1	1 (Bldg. #'s 2,3)	\$71,000	\$39,760	\$110,760	12%	\$13,291
36	1	1 (Bldg. #'s 2,3)	\$62,000	\$33,480	\$95,480	12%	\$11,458
37							
38							
39							
40							
3(b) Subtotal:							\$24,749

3(c) Filter Changing - Filters Only

3(c) Filter Changing - Filters Only					FY23-24	
	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	HVAC filters	1 (Bldg. #'s 2,3)	1	\$1,600	100%	\$1,600
42						
43						
44						
45						
46						
					3(c) Subtotal:	\$1,600

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) **\$26,349**

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

327,560

5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting

Use the following codes: a - Flooring and Carpeting

b - Painting

c - Interior Ceilings

d - Bathrooms

e - Fixtures

f - Minor Renovation

g - Other (Identify)

Work to be Performed:

<u>Work to be Performed:</u>							Total	Aid Eligible	FY23-24
Code	Describe Work	Building	Wages	Fringe	Supplies	Costs	Percentage	Budget	
								Request	
47	a/b	Supreme & County carpet and paint program				\$10,000	100%	\$10,000	
48	a/b	Surrogate carpet and paint program.				\$10,000	100%	\$10,000	
49	a/b	Family carpet and paint program				\$10,000	100%	\$10,000	
50	g	CPL county space study.				\$20,000	100%	\$20,000	
51									
52									
53									
54									
55									
56									
57									
							Total (5):	\$50,000	

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
(Cleaning Costs & Tenant Work)

Total (4+5)	6:	\$377,560
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7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

a - Pest Control

e - Security & Alarm Systems

b - Elevators

f - Property Maintenance

c - HVAC

g - Other (Identify)

d - Telephone Wiring

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
58	b	Simmons Elevator	Maint. & safety checks	1 (Bldg. #'s 2,3)	\$3,650	37%	\$1,351
59	b	Simmons Elevator	Unscheduled repairs	1 (Bldg. #'s 2,3)	\$11,000	37%	\$4,070
60	f	Misc. Vendors	Bldg & property maint	1 (Bldg. #'s 2,3)	\$14,000	37%	\$5,180
61	e	Misc. Vendors	Safety inspections	1 (Bldg. #'s 2,3)	\$2,500	37%	\$925
62	g	Albany Fire Ext.	Fire Extinguisher Maint.	1 (Bldg. #'s 2,3)	\$325	37%	\$120
63	f	Misc. Vendors	Roof Repairs	1 (Bldg. #'s 2,3)	\$10,000	100%	\$10,000
64							
65							
66							
67							
68							
7(a) Subtotal:							\$21,646

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	FY23-24 Budget Request
69	1	1 (Bldg. #'s 2,3)	\$62,000	\$34,720	\$96,720	37%	\$35,786
70	1	1 (Bldg. #'s 2,3)	\$59,000	\$33,040	\$92,040	37%	\$34,055
71							
72							
73							
74							
75							
76							
7(b) Subtotal:							\$69,841

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
77	various supp & equip	1 (Bldg. #'s 2,3)	1	\$10,000	37%	\$3,700
78						
79						
80						
81						
7(c) Subtotal:						\$3,700

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$95,187**

8 Total - Building and Property Maintenance Costs: 8 **\$95,187**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) 9 **\$23,797**

10 Total Proposed Direct Costs (Item 6 + Item 9): 10 **\$401,357**

11 Overhead Costs (Item 10 x .05): 11 **\$20,068**

12 Total Proposed Contract Amount (Item 10 + Item 11): 12 **\$421,425**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Gregory Ball
Title:	Deputy Commissioner of Public Works
Signature:	
Date:	

County or City:	Saratoga County
Address:	3654 Galway Road
	Ballston Spa, NY 12020
Phone:	(518) 885-2235

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

4	67% amount of space Family Court takes up in County Building #2
9 & 10	50% amount of time estimated spent cleaning in court areas versus the entire County Complex
11	20% amount of time estimated spent cleaning in court areas versus the entire County Complex
35 & 36	12% amount of time estimated spent doing HVAC work in court areas versus the entire County Complex
	Complex (1) has bldg 2 (Family Crt) and bldg 3 (Supreme & County Crts)



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XX - 2023

Introduced by Supervisors Veitch, Barrett, Connolly, Edwards, Lant, Ostrander and Smith

AUTHORIZING THE CHAIR TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR THE CLEANING, MAINTENANCE AND IMPROVEMENT OF COURT FACILITIES

WHEREAS, Chapter 686 of the laws of 1996 requires the State of New York to contract with the County for the cleaning , maintenance, repair and improvement of Supreme and County Court facilities; and

WHEREAS, it is necessary to enter into a contract with the New York State Unified Court System for the supplying of cleaning services, maintenance, repairs and improvements to the Supreme and County Court facilities in Saratoga County by County personnel for the period April 1, 2023 through March 31, 2028; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized and directed to execute an agreement with the New York State Unified Court System for the provision of cleaning services, maintenance, repair and improvements of the Supreme and County Court facilities in Saratoga County by Saratoga County personnel, for the period April 1, 2023 through March 31, 2028; and, be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: County Administrator

DATE: 8/29/23

COMMITTEE: Buildings & Grounds



1. Is a Resolution Required:

No, Other

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

Request for Executive Session: Discussion regarding the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: ☐ YES or ☒ NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted Yes ☐

☐ Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact ☐

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

Is this position in the current year compensation plan? ☐ Y ☐ N

7. Does this item require the awarding of a contract: ☐ Y ☒ N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? ☐ Y ☐ N ☐ N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: ☐ Y ☐ N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

☐ Marked-up previous resolution

☐ No Markup, per consultation with County Attorney

☐ Information summary memo

☐ Copy of proposal or estimate

☐ Copy of grant award notification and information

☐ Other _____

10. Remarks: