

TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 20, 2021

The Town Board meeting can be viewed live by visiting www.cliftonpark.org Scroll down to click



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **Public Hearing – 7:05 Hydrant District Expansion**
 - ~~Public Hearing – 7:10 Conservation Easement~~ **WITHDRAWN by applicant**
 - **Eagle Scout Recognition**
 - **ARPA Funding Discussion**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. **Open Public Privilege**

NOTE:

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. If vaccinated, no mask is required. Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

- VIII. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
September 20, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Eagle Scout Recognition – Everett Noakes	P. Barrett
2. Planning	Authorize the Planning Staff to apply for a 2021 TAP/CMAQ Grant for a portion of the Town Center	P. Barrett
3. Highway	Authorize Change Order #1 for the Nadler and Plank Road Culvert replacement	D. Bull
4. Highway	Authorize a contract with J&J Superseal, LLC for a pavement maintenance program	D. Bull
5. Highway	Authorize an agreement with Prime Ae Group of NY for engineering services related to vehicle storage of Highway Equipment	D. Bull

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING ALTERING
THE BOUNDARIES OF THE CLIFTON PARK CONSOLIDATED
HYDRANT DISTRICT NO. 1 AS A WATER SUPPLY DISTRICT

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on September 20, 2021 at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider altering the boundaries of the Water Supply District known as Clifton Park Consolidated Hydrant District No. 1 as follows:

PROPOSED EXTENSION NO. 3

Area A – Ballston Lake Water District: Forty seven (47) parcels on Route 146A, Ballston Lake Road, Shauber Road, Mill Road, Ashdown Road and Main Street, north and west of the existing hydrant district.

Area B – Mac Elroy Road: Six (6) parcels on Mac Elroy Road, adjacent to and south and west of the existing hydrant district.

Area C – Route 146A/Tanner Road: Three (3) parcels on Route 146A and Tanner Road, adjacent to and south and west of the existing hydrant district.

Area D – US Route 9/Kinns Road/Ushers Road/Commerce Drive/Synergy Park Drive: Nineteen (19) parcels on US Route 9, Kinns Road, Ushers Road, Commerce Drive and Synergy Park Drive, adjacent to and south and east of the existing hydrant district.

Area E – Grooms Road/Droms Road: Twenty-six (26) parcels on Grooms Road and Droms Road, adjacent to and east and west of the existing hydrant district.

Area F – Riverview Road/Sambrook Edge/Clute Circle: Twenty-four (24) parcels on Riverview Road, Sambrook Edge and Clute Circle, adjacent to and south and west of the existing hydrant district.

Area G – Hubbs Road: One (1) parcel on Hubbs Road, adjacent to and north and west of the existing hydrant district.

The Special District Assessments associated with the Clifton Park consolidated Hydrant District is \$0.202615 per thousand dollars of assessed value.

Copies of Proposed Extension No. 4, and associated maps and list of specific properties to be included in the District Extension are available at www.cliftonpark.org/government/legal-notices.html and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston Town Clerk

Resolution No. _____ of 2021, a resolution recognizing Everett Noakes on achieving the rank of Eagle Scout.

Introduced by _____, who moved its adoption and seconded by _____.

WHEREAS, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of its Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation, and

WHEREAS, Everett Noakes began his scouting career as a Cub Scout with Pack 45 and has proven himself to be an outstanding member of Troop 42 of the Boy Scouts of America having earned the rank of Eagle Scout, and

WHEREAS, the rank of Eagle Scout is the highest award that a Boy Scout can earn and to achieve this rank, Everett demonstrated leadership and completed his Eagle Scout project which benefited the community, and

WHEREAS, Everett's Eagle Scout Project was to make improvements to the Locust Lane Park, and

WHEREAS, Everett's Eagle Scout Project involved a team of volunteers who installed a 300' rope fence, picnic tables and a perennial garden at the Town's park, and

WHEREAS, Everett worked closely with Town Staff and the Park's Committee to finalize a plan for the project, and

WHEREAS, Everett has served in many leadership positions including Senior Patrol Leader, Assistant Senior Patrol Leader, Quartermaster, Librarian, Patrol Leader and Den Chief, and

WHEREAS, Everett's dedication to the Boy Scout Oath, while using his time and energy to give back to his community will serve to prepare him for a meaningful, productive role in society, and

WHEREAS, Everett has also been a member of the Order of the Arrow where he has held the positions of Kittan Lodge Treasurer, Apparel Committee Chairman, as well as Vice Chief of Programs and Treasurer in Scouting's National Honor Society, and

WHEREAS, Everett has also served as a Camp Instructor at the Camp Wakpominnee and has earned an impressive 54 merit badges during his Scouting career and continues to be active through his recent membership in a Venturing Crew; now, therefore, be it

RESOLVED, that on behalf of the People of the Town of Clifton Park, the entire Town Board does hereby congratulate and salute Everett Noakes on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

Resolution No. _____ of 2021, a resolution authorizing Town Planning Staff to prepare a 2021-2022 Transportation Alternatives Program (TAP) Grant Application for improved sidewalk connections along Clifton Country Road.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Planning Department advises that the 2021-2022 TAP Grant Applications are now open and will close on Wednesday, September 29, 2021, and

WHEREAS, the Town Board has adopted and updated the Town Center Plan, which supports more and improved pedestrian accommodations on both the east and west sides of Clifton Country Road from the Routh 146 Intersection south to the Clifton Park Center Road Intersection, and

WHEREAS, the Town Board wishes to advance the project by directing the Planning staff to make the Grant Application, and by committing to match a portion of the proposed TAP – Clifton Country Road Project cost as required, and

WHEREAS, the proposed sidewalk route complements pedestrian and cyclist safety improvements along Clifton Country Road currently under construction, pursuant to Resolution 193 of 2021, with funding assistance from the State’s Pedestrian Safety Action Plan, and

WHEREAS, the action of constructing sidewalks is an Unlisted Action under Part 617.5 of article 8 of New York State Environmental Conservation Law, the State’s Environmental Quality Review Regulations, thereby necessitating a determination of significance once detailed design plans have been prepared for the construction of the sidewalk/trail connections, and

WHEREAS, an engineer’s estimate provided by Greenman-Pedersen, Inc., anticipates a project total cost of \$2,281,000; now, therefore be it

RESOLVED, that the Town Board hereby authorizes the Planning Staff and Town Supervisor to complete and submit the 2021-2022 TAP Grant Application for the above referenced Project, and be it further

RESOLVED, that the Town Board hereby commits \$500,000 in local cash matching funds upon grant award notification, which is an overcommitment beyond the 20% local matching fund requirement, and be it further

RESOLVED that the Town Supervisor and Planning Director are authorized to execute and file an application with the NYS DOT for the 2021-2022 Transportation Alternatives Program for the TAP – Clifton Country Road Project.

2021 TAP-CMAQ Budget Summary

Using figures from the required Detailed Project Estimate, complete the following:

Project Components	Total
ROW (Inc & Acq)	\$168,000
Preliminary Design	\$144,300
Final Design	\$77,700
Construction	\$1,325,000
8% Contingency ¹	\$106,000
Construction Inspection	\$159,000
Project Manager	\$0
Other Costs	\$0
Total Project Cost²	\$1,980,000

1. Total Project Cost:	\$1,980,000
2. Amount of Funds Requested:	\$1,480,000
Min \$500,000 - Max. \$5 Million	OK
3. Total Remainder to be Funded:	\$500,000
4. Amount of Local Match: Min 20%	\$500,000
5. Local Match Provider Name:	Town of Clifton Park
6. Amount of Additional Funds Required:	\$0

Notes:

- 1) the 8% contingency represents Mobilization and Field Change Payment (as a percent of construction ONLY)
- 2) This cost should be entered in your application, Budget/Capital Summary

7. Name the source(s) and amount of "Additional" Funds:

	\$0

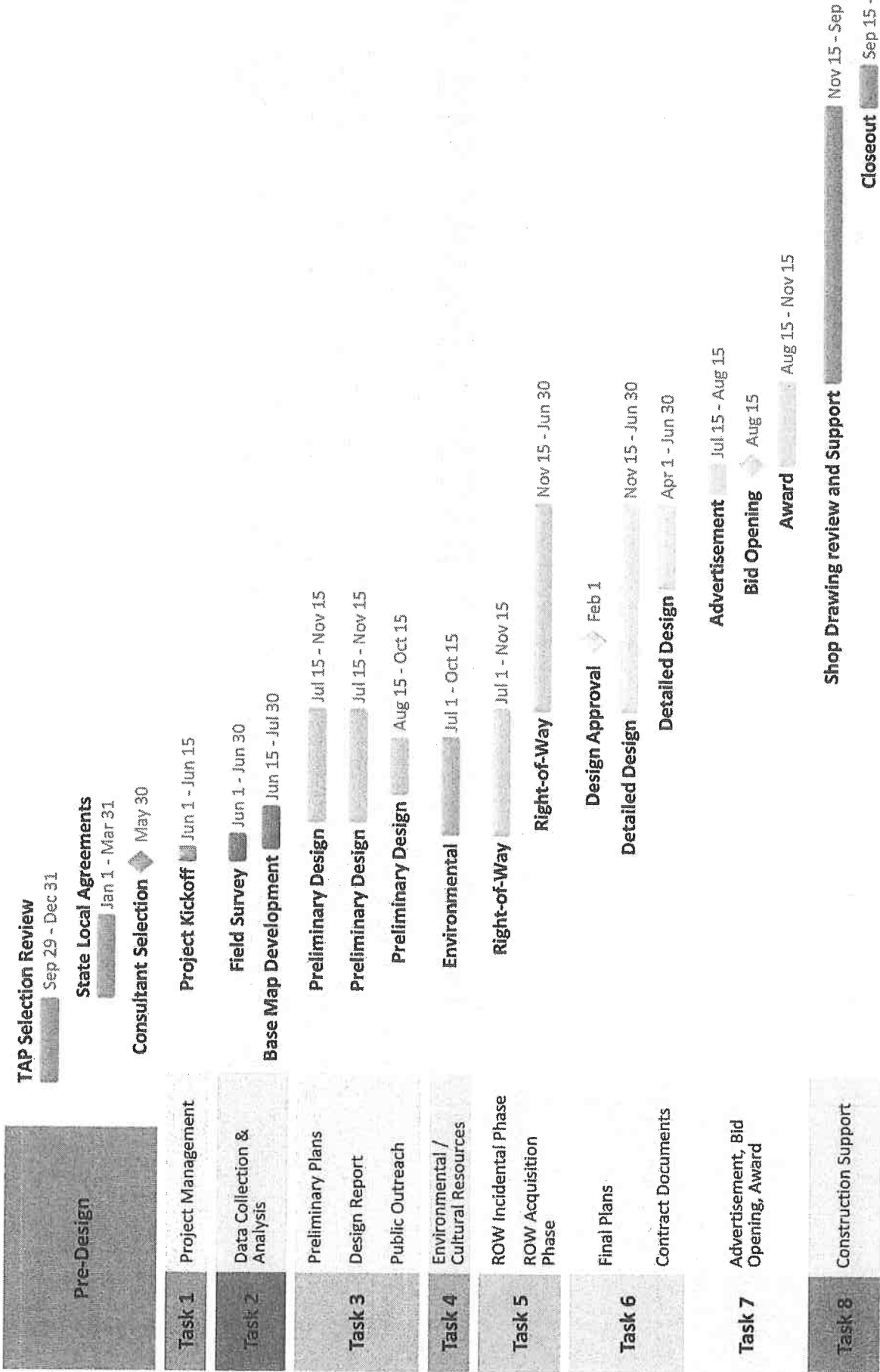
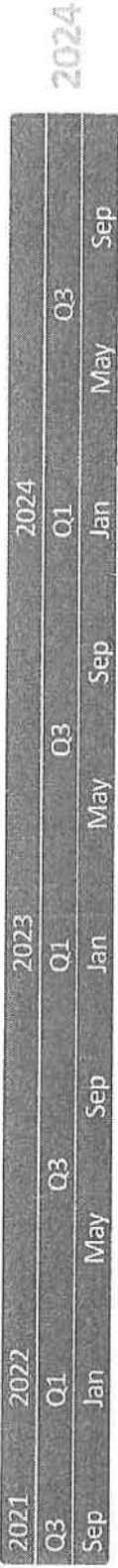
Total Additional Funds: \$0

	Low Range (% of Total Cost)	High Range (% of Total Cost)	Calculated Low Value	User Input Value	Calculated High Value
Construction Inspection	10%	12%	\$198,000	\$159,000	\$237,600
Right-of-Way ³	0%	15%	\$0	\$168,000	\$297,000
Design (Preliminary & Final)	20%	25%	\$396,000	\$222,000	\$495,000

3) Maximum ROW costs is 15 percent of the Total Project Cost and must meet all requirements under the Uniform Act.

Clifton Park 2021 TAP Application

Town of Clifton Park, Saratoga County, NY



Resolution No. _____ of 2021, a resolution authorizing change orders to the contract with Carver Construction awarded for the replacement of box culverts on Plank Road and Nadler Road.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, by Resolution No. 159 of 2021, the Town Board authorized the replacement of box culverts near the intersection of Plank and Nadler Roads by Carver Construction, Inc, and

WHEREAS, Carver Construction has submitted a change order for changes to the project resulting in an overall reduction in the total cost of the project, and

WHEREAS, consulting engineers, Barton and Loguidice, recommended that the Town authorize the change orders after the need to adjust the scope of the project became apparent after repairs were commenced; now therefore, be it

RESOLVED, that Change Orders consisting of a reduction of \$150,145.00, the amount of the Directional Drilling Contract #2 from the project costs, and the addition of \$54,082.00 to Contract #1 for (5) separate changes to the original contracts are approved as follows:

1. Water Line Change Order – an adjustment to the approach at which the water line was constructed. This was approved by the Clifton Park Water Authority Engineer and Board, and installed by Carver in accordance with the changes (\$ 42,118)
2. Additional excavation to remove the existing drainage pipe found to be larger than anticipated (\$6105)
3. Additional stone backfill to fill the void of the larger pipe (\$3292)
4. Additional concrete around and under the sewer crossing due to the existing sewer being higher in elevation than what our survey showed (\$448)
5. Precast concrete box culvert manipulation to fit around the existing sewer which was higher in elevation than what our survey showed (\$2118)

And be it further,

RESOLVED, that Change Order #1 for additional labor and materials results in a decrease overall of \$100,807.45 to the original project for the culvert replacement project at the intersection of Plank and Nadler Roads is approved; and be it further

RESOLVED, that Dahn Bull, Highway Superintendent is authorized to accept the attached Application and Certificate for Payment from Carver Construction, Inc., 494 Western Turnpike, Altamont, NY, at a total cost not to exceed \$317,515.72, to be paid from H44-8540-200 [Capital Projects 2016 Drainage Fund –Drainage Repair – Equipment].

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO: Town of Clifton Park PROJECT: Plank Rd & Nadler Rd APPLICATION NO.: 1
 1 Town Hall Plaza Culvert Repalcements PERIOD TO: 9/2/2021 PAGE 1
 Clifton Park, NY 12065 APPLICATION DATE: 9/7/2021 OF 3

FROM: Carver Construction, Inc. ENGINEER: Barton & Loguidice
 494 Western Turnpike 10 Airline Drive, Suite 200
 Altamont, NY 12009 Albany, NY 12205

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the (Sub)Contract. Continuation Sheet(s) is attached.

The undersigned certifies that to the best of his/her knowledge, information and belief the work covered by this Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the (Sub)Contractor for Work for which previous Certificates for Payment were issued and payments received, and that current payment shown herein is now due.

- 1. ORIGINAL (SUB)CONTRACT SUM 280,145.00
- 2. Net change by Change Orders 54,082.07
- 3. CONTRACT SUM TO DATE (Line 1 + 2) 334,227.07
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet) 334,227.07
- 5. RETAINAGE
 - a. 5.0% of Completed Work (Columns D + E on Continuation Sheet) 16,711.35
 - b. 5.0% of Stored Material (Column F on Continuation Sheet)
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 317,515.72
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
- 8. PAYMENT DUE FOR CURRENT PERIOD (Line 6 minus Line 7) 317,515.72
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 16,711.35

CONTRACTOR

By: [Signature] County of: Schenectady
 Date: 9/10/21
 State of: New York County of: Schenectady
 Subscribed and sworn to before me this 10th day of September 2021
 Notary Public: Melissa K. Vivenzo
 Notary Public, State of New York
 No. 01VI6092777
 Qualified in Albany County

CERTIFICATE FOR PAYMENT My Commission Expires May 27, 2023

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the (Sub)Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$317,515.72

By: [Signature] Date: 9/10/2021
 Barton & Loguidice, D.P.C.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in prior months		
Total approved this month		
Totals	-	-
Net changes by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NUMBER:
APPLICATION DATE:

1
9/7/2021

PERIOD TO:
PROJECT NO.:

9/2/2021
0121-014

PAGE:
OF:

2
3

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIAL NOW STORED (NOT IN D OR E)	G TOTAL COMPLETE & STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS PAY.APPL. (D + E)	% (G / C)					
1	Plank & Nadler Rd Culverts	280145.00		280145.00			280145.00	0.00	14,007
2							0.00	0.00	-
3							0.00	0.00	-
4							0.00	0.00	-
5							0.00	0.00	-
6							0.00	0.00	-
7							0.00	0.00	-
8							0.00	0.00	-
9							0.00	0.00	-
10							0.00	0.00	-
11							0.00	0.00	-
12							0.00	0.00	-
13							0.00	0.00	-
14							0.00	0.00	-
15							0.00	0.00	-
16							0.00	0.00	-
17							0.00	0.00	-
18							0.00	0.00	-
19							0.00	0.00	-
20							0.00	0.00	-
21							0.00	0.00	-
22							0.00	0.00	-
23							0.00	0.00	-
24							0.00	0.00	-
25							0.00	0.00	-
26							0.00	0.00	-
27							0.00	0.00	-
28							0.00	0.00	-
29							0.00	0.00	-
30							0.00	0.00	-
31							0.00	0.00	-
32							0.00	0.00	-
33							0.00	0.00	-
34							0.00	0.00	-
35							0.00	0.00	-
36							0.00	0.00	-
TOTALS THIS PAGE ONLY		280145.00	0.00	280145.00		0.00	280145.00	0.00	14,007
TOTAL ALL PAGES INCLUDING CO'S		334227.07	0.00	334227.07		0.00	334227.07	0.00	16,711

Item No. 1

Water Line Change Order

COST ANALYSIS

Total Cost
\$42,118.24

CARVER CONSTRUCTION INC.	DATE	7/8/2021
PROJECT NUMBER	ITEM	Waterline Change
PROJECT DESC.	DESC.	Plank & Nadler Rd Culverts
QUANTITY	UNITS	L.S.

DIRECT LABOR	TOTAL HOURS	OVERTIME HOURS	RATE HOUR	REGULAR COST	OVERTIME COST
FOREMAN	25.0	4.0	47.82	1195.50	95.64
LABORER C	50.0	8.0	35.59	1779.50	142.36
LABORER B	0.0	0.0	35.35	0.00	0.00
OPERATOR A	25.0	4.0	47.82	1195.50	95.64
OPERATOR B	25.0	4.0	46.91	1172.75	93.82
TEAMSTER	0.0	0.0	33.09	0.00	0.00
OTHER	0.0	0.0	0.00	0.00	0.00
			TOTAL	5343.25	427.46

SUPPLEMENTS	HOURS	RATE	COST
FOREMAN	25.0	29.60	740.00
LABORER C	50.0	25.15	1257.50
LABORER B	0.0	25.15	0.00
OPERATOR A	25.0	29.60	740.00
OPERATOR B	25.0	29.60	740.00
TEAMSTER	0.0	27.52	0.00
OTHER	0.0	0.00	0.00
		TOTAL	3477.50

TAXES & INSUR. ON DIRECT LABOR:	RATE	COST
	24.00%	1384.97

LABOR SUMMARY

DIRECT LABOR	5343.25
PREMIUM TIME	427.46
SUPPLEMENTS	3477.50
TAXES & INSURANCE	1384.97
DIRECT, SUPPL, TAXES & INS	10633.18
15% OVERHEAD & PROFIT	1594.98
TOTAL LABOR COST	12228.16

PROJECT NUMBER	0	ITEM	Sewer Break
PROJECT DESC.	Plank & Nadler Rd Culverts	DESC:	0

EQUIPMENT

MODEL/YEAR	BLUEBOOK	TOTAL	RATE	OPERATING	EQUIPMENT
DESCRIPTION	PAGE	HOURS	HOURLY	COST/HOUR	TOTAL
PICKUP TRUCK 3/4 TON		20.0	7.27	16.77	480.80
LOADER		20.0	23.44	26.89	1006.60
EXCAVATOR		20.0	92.13	76.44	3371.40
ROLLER		10.0	29.70	43.90	736.00
		0.0	0.00	0.00	0.00
		0.0	0.00	0.00	0.00
		0.0	0.00	0.00	0.00
		0.0	0.00	0.00	0.00
PROFIT & OVERHEAD				15.00%	839.22
				TOTAL	6434.02

MATERIALS, SUBCONTRACT & OTHER

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
Asbestos Removal	1.00	LS	12500.00	12500.00
Ferguson Material	1.00	LS	4448.92	4448.92
Select Fill	20.00	Ton	12.50	250.00
Crushed Stone	10.00	Ton	16.00	160.00
Concrete	1.00	LS	1783.98	1783.98
Misc. Chlorine	1.00	LS	50.00	50.00
Triaxle Truck	10.00	Hours	115.00	1150.00
Added Cost for Larger Hymax	1.00	LS	53.68	53.68
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			TOTAL	20396.58
PROFIT & OVERHEAD			15.00%	3059.49
TOTAL MATERIAL, SUBCONTRACT & OTHER				23456.07

COST ANALYSIS SUMMARY

LABOR COST	12228.16
EQUIPMENT COST	6434.02
MATERIAL, SUBCONT. & OTHER	23456.07
TOTAL ITEM COST	\$42,118.24

AGREED PRICE PER UNIT	\$42,118.24	L.S.
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Item No. 2

Additional Excavation

COST ANALYSIS

Total Cost
\$6,105.35

CARVER CONSTRUCTION INC.	DATE	9/1/2021
PROJECT NUMBER	ITEM	Additional Excavation
PROJECT DESC.	DESC.	Plank & Nadler Rd Culverts
QUANTITY	UNITS	L.S.

DIRECT LABOR	TOTAL HOURS	OVERTIME HOURS	RATE HOUR	REGULAR COST	OVERTIME COST
FOREMAN	7.5	0.0	47.82	358.65	0.00
LABORER C	15.0	0.0	35.59	533.85	0.00
LABORER B	0.0	0.0	35.35	0.00	0.00
OPERATOR A	7.5	0.0	47.82	358.65	0.00
OPERATOR B	0.0	0.0	46.91	0.00	0.00
TEAMSTER	0.0	0.0	33.09	0.00	0.00
OTHER	0.0	0.0	0.00	0.00	0.00
			TOTAL	1251.15	0.00

SUPPLEMENTS	HOURS	RATE	COST
FOREMAN	7.5	29.60	222.00
LABORER C	15.0	25.15	377.25
LABORER B	0.0	25.15	0.00
OPERATOR A	7.5	29.60	222.00
OPERATOR B	0.0	29.60	0.00
TEAMSTER	0.0	27.52	0.00
OTHER	0.0	0.00	0.00
		TOTAL	821.25

TAXES & INSUR. ON DIRECT LABOR:	RATE	COST
	24.00%	300.28

LABOR SUMMARY

DIRECT LABOR	1251.15
PREMIUM TIME	0.00
SUPPLEMENTS	821.25
TAXES & INSURANCE	300.28
DIRECT, SUPPL, TAXES & INS	2372.68
20% OVERHEAD & PROFIT	474.54
TOTAL LABOR COST	2847.21

PROJECT NUMBER	0	ITEM	
PROJECT DESC.	Plank & Nadler Rd Culverts	DESC:	

EQUIPMENT

MODEL/YEAR	BLUEBOOK	TOTAL	RATE	OPERATING	EQUIPMENT
DESCRIPTION	PAGE	HOURS	HOURLY	COST/HOURLY	TOTAL
PICKUP TRUCK 3/4 TON		7.5	5.37	16.18	161.63
LOADER (Kawasaki 70T)		2.0	45.26	29.46	149.44
EXCAVATOR (Cat 336E)		7.5	97.73	83.81	1361.55
		0.0	0.00	0.00	0.00
		0.0	0.00	0.00	0.00
PROFIT & OVERHEAD				20.00%	334.52
				TOTAL	2007.14

MATERIALS & OTHER

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
Trucking	7.50	Hours	115.00	862.50
Debris Cost	3.00	Loads	60.00	180.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
			0.00	0.00
			0.00	0.00
			TOTAL	1042.50
PROFIT & OVERHEAD			20.00%	208.50
TOTAL MATERIAL & OTHER				1251.00

SUBCONTRACT

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
	0.00		0.00	0.00
			TOTAL	0.00
PROFIT & OVERHEAD			10.00%	0.00
TOTAL SUBCONTRACT				0.00

COST ANALYSIS SUMMARY

LABOR COST	2847.21
EQUIPMENT COST	2007.14
MATERIAL & OTHER	1251.00
SUBCONTRACT	0.00
TOTAL ITEM COST	\$6,105.35

AGREED PRICE PER UNIT

\$6,105.35	L.S.
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor:		Item Number:		Work Description:		Date:			
Blank & Noise Concepts Cause Construction		Cause Construction		ADDITIONAL		EXCAVATION		8/17/21			
LABOR			MATERIALS			EQUIPMENT					
ID	Last Name, First Name	Trade & Group	Hours		Description	Qty	Stock (Y/N)	ID	Description	In Use	Stndby
			Regular	Prem							
1	Darling, PET	FA	6.5		Hired Telexe	6.5	HES		CAUC Pick-up	6.5	
2	Wagner, LES	OA	6.5						Car 33x66	6.5	
3	Dough, DAVE	LC	6.5						Kowasov 70T	1.0	
4	Gross, STEVE	LC	6.5								
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											

STATEMENT OF WORK ACCOMPLISHED:

ADDITIONAL EXCAVATION DE TO LOUZE DIWETEE PIRE

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Printed Name _____
Signature _____
Date _____

Printed Name _____
Signature _____
Date _____
NYS Department of Transportation



Sand & Gravel LLC

494 Western Turnpike

Altamont, NY 12009

P 518-355-6034 F 518-356-7282

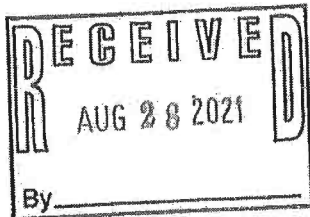
Carver Construction, Inc.
494 Western Turnpike
Altamont, NY 12009
518-355-6034

Date: 08/17/21
Invoice No: 0132109
Account No: 16
Job: 012813/0005
TR - Incoming Debris
From: Carver Const - Plank Rd &
To: GSG Halfmoon Pit
49 Button Road
Waterford, NY

Commodity: Debris
Terms: Net 30

Date	Frt Bill No	Truck	PO	Net Weight	Quantity	Units	Rate	Amount
08/17/21	541437	98	012014			Tons		
		Debris			3.000	Loads	60.0000	180.00
		Material			3.000	Loads		180.00
		Sub Total			1.000	Loads		180.00
Please Pay This Amount								180.00

Payment of entire invoice is required within 30 days from invoice date. All credit card payments subject to a 3% surcharge



Item No. 3

Additional Stone

COST ANALYSIS

Total Cost
\$3,291.77

CARVER CONSTRUCTION INC.		DATE	9/1/2021
PROJECT NUMBER		ITEM	Crushed Stone
PROJECT DESC.	Plank & Nadler Rd Culverts	DESC.	
QUANTITY	1.00	UNITS	L.S.

DIRECT LABOR	TOTAL HOURS	OVERTIME HOURS	RATE HOUR	REGULAR COST	OVERTIME COST
FOREMAN	3.0	0.0	47.82	143.46	0.00
LABORER C	6.0	0.0	35.59	213.54	0.00
LABORER B	0.0	0.0	35.35	0.00	0.00
OPERATOR A	3.0	0.0	47.82	143.46	0.00
OPERATOR B	0.0	0.0	46.91	0.00	0.00
TEAMSTER	0.0	0.0	33.09	0.00	0.00
OTHER	0.0	0.0	0.00	0.00	0.00
			TOTAL	500.46	0.00

SUPPLEMENTS	HOURS	RATE	COST
FOREMAN	3.0	29.60	88.80
LABORER C	6.0	25.15	150.90
LABORER B	0.0	25.15	0.00
OPERATOR A	3.0	29.60	88.80
OPERATOR B	0.0	29.60	0.00
TEAMSTER	0.0	27.52	0.00
OTHER	0.0	0.00	0.00
		TOTAL	328.50

TAXES & INSUR. ON DIRECT LABOR:	RATE	COST
	24.00%	120.11

LABOR SUMMARY

DIRECT LABOR	500.46
PREMIUM TIME	0.00
SUPPLEMENTS	328.50
TAXES & INSURANCE	120.11
DIRECT, SUPPL, TAXES & INS	949.07
20% OVERHEAD & PROFIT	189.81
TOTAL LABOR COST	1138.88

PROJECT NUMBER	0	ITEM	
PROJECT DESC.	Plank & Nadler Rd Culverts	DESC:	

EQUIPMENT

MODEL/YEAR	BLUEBOOK	TOTAL	RATE	OPERATING	EQUIPMENT
DESCRIPTION	PAGE	HOURS	HOURLY	COST/HOURLY	TOTAL
PICKUP TRUCK 3/4 TON		3.0	5.37	16.18	64.65
LOADER (Kawasaki 70T)		2.0	45.26	29.46	149.44
EXCAVATOR (Cat 336E)		3.0	97.73	83.81	544.62
		0.0	0.00	0.00	0.00
		0.0	0.00	0.00	0.00
PROFIT & OVERHEAD				20.00%	151.74
				TOTAL	910.45

MATERIALS & OTHER

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
Crushed Stone	64.71	Tons	16.00	1035.36
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
			0.00	0.00
			0.00	0.00
			TOTAL	1035.36
PROFIT & OVERHEAD			20.00%	207.07
TOTAL MATERIAL & OTHER				1242.43

SUBCONTRACT

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
	0.00		0.00	0.00
			TOTAL	0.00
PROFIT & OVERHEAD			10.00%	0.00
TOTAL SUBCONTRACT				0.00

COST ANALYSIS SUMMARY

LABOR COST	1138.88
EQUIPMENT COST	910.45
MATERIAL & OTHER	1242.43
SUBCONTRACT	0.00
TOTAL ITEM COST	\$3,291.77

AGREED PRICE PER UNIT

\$3,291.77	L.S.
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor:		Item Number:		Work Description:		Date:				
RANK & NADLER CONCRETS CONSTRUCTION		CAUSE CONSTRUCTION		1000000000		ADDITIONAL CRUSHED STONE		8/26/21				
LABOR				MATERIALS			EQUIPMENT					
ID	Last Name, First Name	Trade & Group	Hours		Description	Units	Qty	Stock (Y/N)	-ID-	Description	Hours In Use	Standby
			Regular	Prem								
1	DARWIN, PET	FA	3		CRUSHED STONE (A-1) TONS					CRUSHED STONE	3	
2	WIKER, LES	OA	3							CRUSHED STONE	3	
3	DAVY, DAVE	LC	3							CRUSHED STONE	2	
4	GROSS, STEVE	LC	3									
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												

STATEMENT OF WORK ACCOMPLISHED:

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Printed Name: _____ Signature: _____ Date: _____
 Printed Name: _____ Signature: _____ Date: _____
 Contractor: _____ NYS Department of Transportation



Sand & Gravel LLC

494 Western Turnpike

Altamont, NY 12009

P 518-355-6034 F 518-356-7282

Carver Construction, Inc.
494 Western Turnpike
Altamont, NY 12009
518-355-6034

Date: 08/16/21
Invoice No: 0131999
Account No: 16
Job: 012813-0001 TR - #2 Stone
From: CSG Halfmoon Plt
49 Bulton Road
Waterford, NY
To: Carver Const - Plank Rd &
Plank Rd & Nadler Box Culverts
Clifton Park, NY 12065

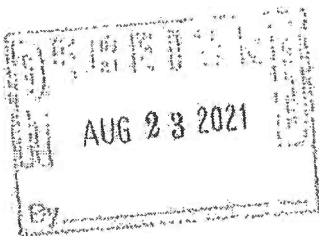
Commodity: 623.12 #2 Stone - Wa

Terms: Net 30

Date	Frt Bill No	Truck	PO	Net Weight	Quantity	Units	Rate	Amount
08/16/21	541434	98	012014		21.600	Tons	16.0000	345.60
		623.12 #2 Stone - Wa						
			Sub Total		21.600	Tons		345.60
Please Pay This Amount								345.60

Payment of entire invoice is required within 30 days from invoice date. All credit card payments subject to a 3% surcharge

0121-01A
7000 700A-01
M
WS 8/29/21





494 Western Turnpike

Altamont, NY 12009

P 518-355-6034 F 518-356-7282

Carver Construction, Inc.
494 Western Turnpike
Altamont, NY 12009
518-355-6034

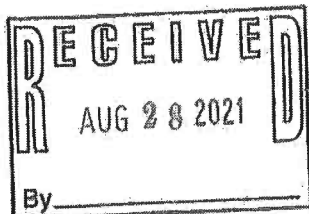
Date: 08/17/21
Invoice No: 0132111
Account No: 16
Job: 012813-0001 TR - #2 Stone
From: CSG Halfmoon Pit
49 Button Road
Waterford, NY
To: Carver Const - Plank Rd &
Plank Rd & Nadler Box Culverts
Clifton Park, NY 12065

Commodity: 623.12 #2 Stone - Wa

Terms: Net 30

Date	Frt Bill No	Truck	PO	Net Weight	Quantity	Units	Rate	Amount
08/17/21	541439	98	012014		43.110	Tons	16.0000	689.76
		623.12 #2 Stone - Wa						
		Sub Total			43.110	Tons		689.76
Please Pay This Amount								689.76

Payment of entire invoice is required within 30 days from invoice date. All credit card payments subject to a 3% surcharge



Item No. 4

Additional Concrete

COST ANALYSIS

Total Cost
\$448.47

CARVER CONSTRUCTION INC.		DATE	9/1/2021
PROJECT NUMBER		ITEM	Additional Concrete
PROJECT DESC.	Plank & Nadler Rd Culverts	DESC.	
QUANTITY	1.00	UNITS	L.S.

DIRECT LABOR	TOTAL HOURS	OVERTIME HOURS	RATE HOUR	REGULAR COST	OVERTIME COST
FOREMAN	0.5	0.0	47.82	23.91	0.00
LABORER C	1.0	0.0	35.59	35.59	0.00
LABORER B	0.0	0.0	35.35	0.00	0.00
OPERATOR A	0.5	0.0	47.82	23.91	0.00
OPERATOR B	0.0	0.0	46.91	0.00	0.00
TEAMSTER	0.0	0.0	33.09	0.00	0.00
OTHER	0.0	0.0	0.00	0.00	0.00
			TOTAL	83.41	0.00

SUPPLEMENTS	HOURS	RATE	COST
FOREMAN	0.5	29.60	14.80
LABORER C	1.0	25.15	25.15
LABORER B	0.0	25.15	0.00
OPERATOR A	0.5	29.60	14.80
OPERATOR B	0.0	29.60	0.00
TEAMSTER	0.0	27.52	0.00
OTHER	0.0	0.00	0.00
		TOTAL	54.75

TAXES & INSUR. ON DIRECT LABOR:	RATE	COST
	24.00%	20.02

LABOR SUMMARY

DIRECT LABOR	83.41
PREMIUM TIME	0.00
SUPPLEMENTS	54.75
TAXES & INSURANCE	20.02
DIRECT, SUPPL, TAXES & INS	158.18
20% OVERHEAD & PROFIT	31.64
TOTAL LABOR COST	189.81

PROJECT NUMBER	0	ITEM	
PROJECT DESC.	Plank & Nadler Rd Culverts	DESC:	

EQUIPMENT

MODEL/YEAR	BLUEBOOK	TOTAL	RATE	OPERATING	EQUIPMENT
DESCRIPTION	PAGE	HOURS	HOUR	COST/HOUR	TOTAL
PICKUP TRUCK 3/4 TON		0.5	5.37	16.18	10.78
LOADER (Kawasaki 70T)		0.0	45.26	29.46	0.00
EXCAVATOR (Cat 336E)		0.5	97.73	83.81	90.77
		0.0	0.00	0.00	0.00
		0.0	0.00	0.00	0.00
PROFIT & OVERHEAD				20.00%	20.31
TOTAL					121.85

MATERIALS & OTHER

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
Concrete	1.00	CY	114.00	114.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
			0.00	0.00
			0.00	0.00
			TOTAL	114.00
PROFIT & OVERHEAD			20.00%	22.80
TOTAL MATERIAL & OTHER				136.80

SUBCONTRACT

DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
	0.00		0.00	0.00
			TOTAL	0.00
PROFIT & OVERHEAD			10.00%	0.00
TOTAL SUBCONTRACT				0.00

COST ANALYSIS SUMMARY

LABOR COST	189.81
EQUIPMENT COST	121.85
MATERIAL & OTHER	136.80
SUBCONTRACT	0.00
TOTAL ITEM COST	\$448.47

AGREED PRICE PER UNIT

\$448.47	L.S.
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor:		Item Number:		Work Description:		Date:			
Blank & Notice Concepts Cause Construction		FA		CLASS A CONCRETE		ADDITIONAL CONCRETE		9/27/12			
LABOR		MATERIALS		EQUIPMENT							
ID	Last Name, First Name	Trade & Group	Hours		Description	ID	Stock (Y/N)	Qty	Units	Hours In Use	Study
			Regular	Prem							
1	DALLINO, PET	FA	0.5							0.5	
2	WAGNER, LES	OA	0.5							0.5	
3	DAVON, DAVE	LC	0.5							0.0	
4	GROSS, STEVE	LC	0.5								
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											

STATEMENT OF WORK ACCOMPLISHED:

ADDITIONAL CONCRETE AROUND AND UNDER STEEL CLOSING

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Printed Name _____ Signature _____ Date _____
 Contractor _____ Signature _____ Date _____
 NYS Department of Transportation

Item No. 5

Cut Box Culvert

COST ANALYSIS

Total Cost
\$2,118.24

CARVER CONSTRUCTION INC.	DATE	9/1/2021
PROJECT NUMBER	ITEM	Cut Box Culvert
PROJECT DESC.	DESC.	Plank & Nadler Rd Culverts
QUANTITY	UNITS	L.S.

DIRECT LABOR	TOTAL HOURS	OVERTIME HOURS	RATE HOUR	REGULAR COST	OVERTIME COST
FOREMAN	3.0	2.0	47.82	143.46	47.82
LABORER C	6.0	4.0	35.59	213.54	71.18
LABORER B	0.0	0.0	35.35	0.00	0.00
OPERATOR A	3.0	2.0	47.82	143.46	47.82
OPERATOR B	0.0	0.0	46.91	0.00	0.00
TEAMSTER	0.0	0.0	33.09	0.00	0.00
OTHER	0.0	0.0	0.00	0.00	0.00
			TOTAL	500.46	166.82

SUPPLEMENTS	HOURS	RATE	COST
FOREMAN	3.0	29.60	88.80
LABORER C	6.0	25.15	150.90
LABORER B	0.0	25.15	0.00
OPERATOR A	3.0	29.60	88.80
OPERATOR B	0.0	29.60	0.00
TEAMSTER	0.0	27.52	0.00
OTHER	0.0	0.00	0.00
		TOTAL	328.50

TAXES & INSUR. ON DIRECT LABOR:	RATE	COST
	24.00%	160.15

LABOR SUMMARY

DIRECT LABOR	500.46
PREMIUM TIME	166.82
SUPPLEMENTS	328.50
TAXES & INSURANCE	160.15
DIRECT, SUPPL, TAXES & INS.	1155.93
20% OVERHEAD & PROFIT	231.19
TOTAL LABOR COST	1387.11

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT

Contract No:		Contractor:		Item Number:		Work Description:		Date:			
RANK & NOBLE CONCRETE CONSTRUCTION		CONCRETE		CUT BOX CURBS		CUT BOX CURBS		8/25/21			
LABOR				MATERIALS			EQUIPMENT				
ID	Last Name, First Name	Trade & Group	Hours		Description	Qty	Stock (Y/N)	ID	Description	In Use	Stndby
			Regular	Prem							
1	DARWIN, PET	FA	1	2					GRAC REX-UP	3	
2	WAGNER, LES	OA	1	2					CAT 33606	3	
3	DOLY, DAVE	LC	1	2					LOWBOY 70T	0.0	
4	GROSS, STEVE	LC	1	2							
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											

STATEMENT OF WORK ACCOMPLISHED:

HAD TO CUT 2 PIECES OF BOX CURBS TO ACCOMMODATE SEWER ELEVATION

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

Printed Name _____ Signature _____ Date _____
 Contractor
 NYS Department of Transportation

Certified Payroll

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date August 1, 2021

0121014 Plank Rd & Nadler Rd Culiverts 2021 (Saratoga County) Page 1

Carver Laraway, President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc., that during the payroll period commencing on the 19th day of July 2021, and 25th day of July 2021, from the full weekly wages earned by any person

(Contractor or Subcontractor) Carver Construction, Inc. directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person


and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hourly Benefits										Total / Hr.	Total	
		Medical	Dental	Vision	Pension 401K	Life Insurance	Other PSP	Other VAC	401K match					
Garrett Bronson	LC	.84	-	-	-	.05	-	-	-	-	-	-	.89	-
Lester Wagner, III	OA	33.00	-	-	-	.05	-	-	-	-	-	-	.05	1.65
David W. Pratt	P SC	7.00	2.33	-	-	.05	-	-	-	-	-	2.04	4.42	30.94
Arthur Darling Jr.	OA	33.00	.85	-	-	.11	-	-	-	-	-	2.97	3.93	129.69
David Davoy Sr.	LC OC	33.00	2.33	-	-	.06	-	-	-	-	-	2.01	4.40	145.20
Donald J. White	LC	15.00	2.33	-	-	.05	-	-	-	-	-	2.60	4.98	74.70
Jordon M. Dorr	OA	15.00	-	-	-	.06	-	-	-	-	-	3.23	3.29	49.35
Stephen A. Gross	LC	33.00	2.28	-	-	.06	-	-	-	-	-	-	2.34	77.22
Douglas J. Tice	Team 2	12.00	-	-	-	-	-	-	-	-	-	-	0.00	0.00
Signature														

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date August 8, 2021

0121014 Plank Rd & Nadler Rd Culverts 2021 (Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by


(Name of signatory party) Carver Construction, Inc. that during the payroll period commencing on the 2nd day of August 2021 and 8th

(Contractor or Subcontractor) Carver Construction, Inc. from the full weekly wages earned by any person directly or indirectly to or on behalf of said Carver Construction, Inc.

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.
 (2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.
 (3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hourly Benefits								Total / Hr.	Total	
		Medical	Dental	Vision	Pension 401K	Life Insurance	Other PSP	Other VAC	401K match			
Roger N. Solomon	OA	6.50	8.33	-	-	.10	-	-	-	3.34	11.77	76.51
Lester Wagner, III	OA	50.00	-	-	-	.05	-	-	-	-	.05	2.50
David W. Pratt	P SC	3.00	2.33	-	-	.05	-	-	-	2.04	4.42	13.26
Arthur Darling Jr.	OA FA	40.50	.85	-	-	.11	-	-	-	2.97	3.93	159.17
David Davoy Sr.	LC OC	52.50	2.33	-	-	.06	-	-	-	2.01	4.40	231.00
Donald J. White	LC	12.50	2.33	-	-	.05	-	-	-	2.60	4.98	62.25
Jordon M. Dorr	OA	21.50	-	-	-	.06	-	-	-	3.23	3.29	70.74
Stephen A. Gross	LC	50.50	2.28	-	-	.06	-	-	-	-	2.34	118.17
Douglas J. Tice	Team 2	36.75	-	-	-	-	-	-	-	-	0.00	0.00
Signature												

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 08-08-21

Job: 0121014 Plank Rd & Nadler Rd Culverts

Employee Name	08-08							Total Hours	Rate	Fringe	Frg Amt	Gross This Job	Total Gross	FWH FICA	SWH SUJ/SDI	Other Deducts	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun										
Arthur C Darling Jr XXX-XX-5575 Caucasian Male S - 0 ForemanForeman OT	8.00	8.00	2.00	8.00	5.00		31.00	47.82	29.60	917.60	2,400.02	4,198.24	889.20	234.43	742.65	1,988.75	
	4.50	1.00		2.00	2.00		9.50	71.73	29.60	281.20	962.64	3,362.66	321.16	.60			
David M Davoy Sr XXX-XX-4142 Caucasian Male S - 0 Labor CLABORER C Reg Labr COPERATOR CRG Labor CLABORER C OT Labr COPERATOR C OT	8.00	8.00	8.00	8.00	8.00		32.00	35.00	25.74	823.68	1,943.68	3,548.94	620.92	196.38	669.58	1,775.79	
	4.50	1.00	2.00	2.00	3.00		10.50	52.50	25.74	270.27	821.52	3,548.94	267.53	.60			
Jordan M Doir XXX-XX-0470 Caucasian Male S - 0 Opt AOPERATOR A Reg Opt AOPERATOR A OT	8.00	8.00	8.00	8.00	8.00		16.00	47.82	29.60	473.60	1,238.72	3,600.61	713.09	218.18	748.78	1,644.51	
	4.50	1.00		2.00	2.00		5.50	71.73	29.60	162.80	557.32	1,796.04	275.45	.60			
Stephen A Gross XXX-XX-7931 Caucasian Male S - 1 Labor CLABORER C Reg Labor CLABORER C OT	8.00	8.00	8.00	8.00	8.00		40.00	35.00	25.74	1029.60	2,429.60	3,251.12	617.42	200.05	379.17	1,791.68	
	3.50	1.00	2.00	2.00	2.00		10.50	52.50	25.74	270.27	821.52	3,251.12	245.59	.60			
David W Pratt XXX-XX-4487 Caucasian Male S - 5 Prty ChS Prt Chf Reg	8.00	8.00	3.00	8.00			3.00	45.84	27.20	81.60	219.12	2,117.85	232.27	96.12	745.20	886.20	
	2.00	4.50		2.00			4.50	71.73	29.60	133.20	455.99	4,060.59	146.64	.60			
Roger N Solomon XXX-XX-9043 Caucasian Male S - 0 Opt AOPERATOR A Reg Opt AOPERATOR A OT	7.00	7.00	7.00	6.00	3.25		30.25	32.71	27.52	832.48	1,821.96	2,751.80	378.86	160.01	75.95	1,915.77	
	2.50	2.00	2.00	6.00	3.25		6.50	49.07	27.52	178.88	497.84	2,751.80	206.55	.60			

Certified Payroll Report

For the Period Ending: 08-08-21

Job: 0121014 Plank Rd & Nadler Rd Culverts

		08-02	08-03	08-04	08-05	08-06	08-07	08-08	Total	Gross		Total		FICA		SWH		Other		Net
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	Fig Amt	This Job	Gross	FICA	SWH	Other	Deducts	Deducts	Net
Lester C Wagner III	M - 0 Opt AOPERATOR A	8.00	8.00	8.00	8.00	8.00			40.00	47.82	29.60	1184.00	3,096.80	4,110.10	700.15	271.66	39.16			2,763.10
	Opt AOPERATOR A OT	3.00	1.00	2.00	2.00	2.00			10.00	71.73	29.60	296.00	1,013.30	4,110.10	314.43	.60				

		08-02	08-03	08-04	08-05	08-06	08-07	08-08	Total	Gross		Total		FICA		SWH		Other		Net
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	Fig Amt	This Job	Gross	FICA	SWH	Other	Deducts	Deducts	Net
Donald J White	S - 0 Labor CLABORER C	8.00							8.00	35.00	25.74	205.92	485.92	3,172.88	540.08	169.83	843.48			1,363.79
	Labor CLABORER C OT	4.50							4.50	52.50	25.74	115.83	352.08	3,172.88	238.89	.60				

Totals for Plank Rd & Nadler Rd Culverts

		08-02-21	08-03-21	08-04-21	08-05-21	08-06-21	08-07-21	08-08-21	Total	Gross		Total		FICA		SWH		Other		Net
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours	Rate	Fringe	Fig Amt	This Job	Gross	FICA	SWH	Other	Deducts	Deducts	Net
		88.50	54.00	44.00	44.00	41.25	.00	.00	273.75				200566.61	30,812.13	3,812.13	1,783.66	5.40			15,582.13

5,493.26

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date August 15, 2021

0121014 Plank Rd & Nadler Rd Culverts 2021

(Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party)

(Title)

Carver Construction, Inc.

, that during the payroll period commencing on the 9th

, day of August 2021 and 15th

(Contractor or Subcontractor)

August 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person

(Contractor or Subcontractor)

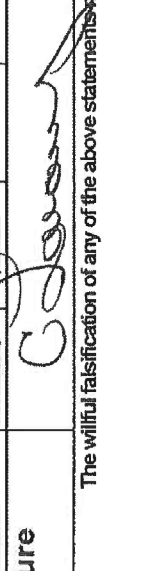
and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hourly Benefits							Total / Hr.	Total		
		Medical	Dental	Vision	Pension 401K	Life Insurance	Other PSP	Other VAC			401K match	
Roger N. Solomon	OA	8.33	-	-	-	.10	-	-	-	3.34	11.77	-
Lester Wagner, III	OA	47.00	-	-	-	.05	-	-	-	-	.05	2.35
David W. Pratt	P SC	3.00	2.33	-	-	.05	-	-	-	2.04	4.42	13.26
Arthur Darling Jr.	OA FA	31.00	.85	-	-	.11	-	-	-	2.97	3.93	121.83
David Davoy Sr.	LC OC	47.00	2.33	-	-	.06	-	-	-	2.01	4.40	206.80
Donald J. White	LC	2.33	-	-	-	.05	-	-	-	2.60	4.98	-
Jordon M. Dorr	OA	-	-	-	-	.06	-	-	-	3.23	3.29	-
Stephen A. Gross	LC OC	47.00	2.28	-	-	.06	-	-	-	-	2.34	109.98
Douglas J. Tice	Team 2	12.00	-	-	-	-	-	-	-	-	0.00	0.00
Signature												

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date August 22, 2021

0121014 Plank Rd & Nadler Rd Culverts 2021 (Saratoga County) Page 1

Carver Laraway, President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc. (Title) 16th August 2021 and 22nd day of August 2021, that during the payroll period commencing on the 16th day of August 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either

(Contractor or Subcontractor) Carver Construction, Inc. from the full weekly wages earned by any person directly or indirectly to or on behalf of said Carver Construction, Inc.

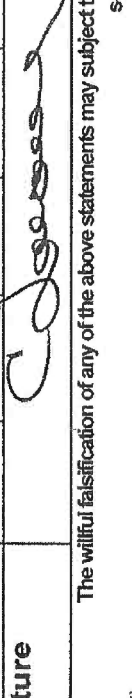
and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hourly Benefits								Total / Hr.	Total		
		Medical	Dental	Vision	Pension 401K	Life Insurance	Other PSP	Other VAC	401K match				
Roger N. Solomoni	OA	8.33	-	-	-	.10	-	-	-	-	-	11.77	
Lester Wagner, III	OA	19.50	-	-	-	.05	-	-	-	-	-	.05	.98
David W. Pratt	P SC	2.33	-	-	-	.05	-	-	-	-	-	4.42	
Arthur Darling Jr.	OA FA	15.50	-	-	-	.11	-	-	-	-	-	3.93	60.92
David Davoy Sr.	LC OC	19.50	-	-	-	.06	-	-	-	-	-	4.40	85.80
Donald J. White	LC	2.33	-	-	-	.05	-	-	-	-	-	4.98	
Jordon M. Dorr	OA	-	-	-	-	.06	-	-	-	-	-	3.29	
Stephen A. Gross	LC OC	19.50	-	-	-	.06	-	-	-	-	-	2.34	45.63
Douglas J. Tice	Team 2	9.50	-	-	-	-	-	-	-	-	-	0.00	0.00
Signature													

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 08-22-21

Job: 0121014 Plank Rd & Nadler Rd Culverts

Employee	08-16							08-17							08-18							08-19							08-20							08-21							08-22							Total Hours	Rate	Fringe	Frg Amt	Gross This Job	Total Gross	FWH FICA	SWH SUJ/SDI	Other Deducts	Net							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun																	
Arthur C Dattling Jr XXX-XX-6575 Caucasian Male S - 0 ForemanForeman Reg	6.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					15.50	47.82	29.60	458.80	1,200.01	1,781.22	346.37	80.55	340.61	867.73
David M Davoy Sr XXX-XX-4142 Caucasian Male S - 0 Labor CLABORER C Reg Labr OPERATOR C Reg Labr OPERATOR C OT	8.00	2.00						8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					9.50	35.00	25.74	244.53	577.03	1,360.77	159.56	56.99	305.57	730.97														
Stephen A Gross XXX-XX-7931 Caucasian Male S - 1 Labor CLABORER C Reg Labor CLABORER C OT	8.00	2.00						8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					17.50	35.00	25.74	450.45	1,062.95	1,219.43	142.64	56.19	184.73	738.88																					
Douglas J Tice XXX-XX-4912 Caucasian Male M - 0 Tmst 1TEAMSTER 2 Reg Tmst 1TEAMSTER 2 OT	4.00	1.50						3.50	.50						3.50	.50						3.50	.50						3.50	.50						7.50	32.71	27.52	206.40	451.73	1,717.91	164.12	85.81	75.95	1,255.20																					
Lester C Wagner III XXX-XX-2479 Caucasian Male M - 0 Oprt AOPERATOR A Reg Oprt AOPERATOR A OT	8.00	2.00						8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					8.00	8.00	1.50					2.00	71.73	29.60	59.20	202.66	1,557.51	119.14	.60		1,161.75																					

Totals for Plank Rd & Nadler Rd Culverts

Employee	08-16-21	08-17-21	08-18-21	08-19-21	08-20-21	08-21-21	08-22-21	Total Hours	Total Gross	Deductions	Net
Monday	41.50	36.00	6.00	.00	.00	.00	.00	83.50	7,636.84	573.14	4,754.53
Tuesday											
Wednesday											
Thursday											
Friday											
Saturday											
Sunday											
Total								83.50	7,636.84	573.14	4,754.53

963.78

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date August 29, 2021 0121014 Plank Rd & Nadler Rd Culverts 2021 (Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc. 23rd August and 29th
 (Title) Carver Construction, Inc., that during the payroll period commencing on the. day of August 2021
 (Contractor or Subcontractor)

August 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person


and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hourly Benefits										Total / Hr.	Total	
		Medical	Dental	Vision	Pension 401K	Life Insurance	Other PSP	Other VAC	401K match					
Roger N. Solomon	OA	8.33	-	-	-	.10	-	-	-	3.34	-	-	11.77	-
Lester Wagner, III	OA	40.50	-	-	-	.05	-	-	-	-	-	-	.05	2.03
David W. Pratt	P SC	2.33	-	-	-	.05	-	-	-	2.04	-	-	4.42	-
Arthur Darling Jr.	OA FA	.85	-	-	-	.11	-	-	-	2.97	-	-	3.93	159.17
David Davoy Sr.	LC OC	2.33	-	-	-	.06	-	-	-	2.01	-	-	4.40	178.20
Donald J. White	LC	2.33	-	-	-	.05	-	-	-	2.60	-	-	4.98	-
Jordon M. Dorr	OA	-	-	-	-	.06	-	-	-	3.23	-	-	3.29	-
Stephen A. Gross	LC	40.50	-	-	-	.06	-	-	-	-	-	-	2.34	94.77
Douglas J. Tice	Team 2	8.00	-	-	-	-	-	-	-	-	-	-	0.00	0.00
Signature														

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 08-29-21

Job: 0121014 Plank Rd & Nadler Rd Culverts

Employee	Hours							Total Hours	Rate	Fringe	Frg Amt	Gross This Job	Deductions			Total Gross	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun						FICA	SWH	Other		
Arthur C Darling Jr XXX-XX-6575 Caucasian Male S - 0 ForemanForeman OT	08-23 Mon	08-24 Tue	08-25 Wed	08-26 Thu	08-27 Fri	08-28 Sat	08-29 Sun	32.00	47.82	29.60	947.20	2,477.44	720.65	196.29	637.72	3,569.40	1,722.84
David M Davoy Sr XXX-XX-4142 Caucasian Male S - 0 Labor CLABORER C Reg Labor COPERATOR C Reg Labor CLABORER C OT Labor COPERATOR C OT	08-23 Mon	08-24 Tue	08-25 Wed	08-26 Thu	08-27 Fri	08-28 Sat	08-29 Sun	24.00	35.00	25.74	617.76	1,457.76	448.36	139.72	536.90	2,750.06	1,404.01
Stephen A Gross XXX-XX-7931 Caucasian Male S - 1 Labor CLABORER C Reg Labor CLABORER C OT	08-23 Mon	08-24 Tue	08-25 Wed	08-26 Thu	08-27 Fri	08-28 Sat	08-29 Sun	32.00	35.00	25.74	823.68	1,943.68	463.24	149.61	317.22	2,608.72	1,468.27
Douglas J Tice XXX-XX-4912 Caucasian Male M - 0 Tmst 1TEAMSTER 2 Reg Tmst 1TEAMSTER 2 OT	08-23 Mon	08-24 Tue	08-25 Wed	08-26 Thu	08-27 Fri	08-28 Sat	08-29 Sun	6.00	32.71	27.52	165.12	361.38	113.32	60.53	75.95	1,294.56	942.47
Lester C Wagner III XXX-XX-2479 Caucasian Male M - 0 Oprt AOPERATOR A Reg Oprt AOPERATOR A OT	08-23 Mon	08-24 Tue	08-25 Wed	08-26 Thu	08-27 Fri	08-28 Sat	08-29 Sun	8.50	71.73	29.60	251.60	2,477.44	519.39	210.03	38.69	3,338.75	2,307.77

Totals for Plank Rd & Nadler Rd Culverts

Employee	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total Hours	Total Gross	Total Net
08-23-21 Monday	.00	43.25	44.75					88.00	13,561.49	7,845.36
08-24-21 Tuesday		40.00						40.00		
08-25-21 Wednesday			42.00					42.00		
08-26-21 Thursday				42.00				42.00		
08-27-21 Friday					42.00			42.00		
08-28-21 Saturday						.00		.00		
08-29-21 Sunday							.00	.00		
Totals								170.00	13,561.49	7,845.36

2,264.96

WHEREAS, Supervisor Barrett has recommended individuals listed in the attached Schedule A, be hired to staff the town pools, as indicated; now, therefore, be it

RESOLVED, that the individuals listed in the attached Schedule A, be hired as seasonal staff for the town pools, as noted on the schedule through the end of the 2021 pool season; and be it further

RESOLVED, that the individuals be paid as indicated on Schedule A.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli, Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Resolution No. 158 of 2021, a resolution scheduling a public hearing on a proposal to extend the moratorium on ground mounted solar arrays within Clifton Park.

Introduced by Councilman Morelli, who moved its adoption, seconded by Councilwoman Walowit.

WHEREAS, by Local Law No. 9 of 2011, the Town Board authorized the siting of ground mounted solar arrays within the R-1, R-3, CR, HR and HM zones, and

WHEREAS, on January 11, 2021, Local Law No. 2 of 2021 was adopted imposing a six-month moratorium on new applications for ground mounted solar arrays, and

WHEREAS, the Town Board wishes to consider extending the moratorium for an additional three (3) months; now, therefore, be it

RESOLVED, that a public hearing is hereby scheduled for July 6, 2021 at 7:05pm in the Wood Memorial Room, on a proposal to extend the moratorium for an additional 90 days through October 11, 2021; and be it further

RESOLVED, that the Town Clerk shall publish and post the attached notice.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli, Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Planning Director John Scavo explained this proposed resolution is to update and reflect town code language that is accepted with the community of solar and to reflect the NYS model for solar law.

Councilman Morelli questioned if there are any applications waiting the outcome of the moratorium.

Planning Director Scavo answered there are a couple but they are good with waiting for the acceptable language.

Resolution No. 159 of 2021, a resolution accepting a bid from Carver Construction Inc. and award a contract for the replacement of box culverts on Plank and Nadler Roads.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilwoman Flood.

WHEREAS, by Resolutions Nos. 230 and 251 of 2019, the Town Board classified a proposed project to replace box culverts on Plank Road and Nadler Road as a Type II action pursuant to SEQRA, and

WHEREAS, by Resolution No. 47 of 2019, the Town Board retained Barton and Loguidice to conduct environmental and engineering studies to assess and remediate stormwater facilities in the Plank Road/Rolling Brook areas, to seek appropriate regulatory permits for same, and to work with C. T. Male, as design engineers, relative to infrastructure maintained by Clifton Park Water Authority in the same section of roadway, and

WHEREAS, on December 11, 2019, the Department of Environmental Conservation issued a permit for the replacement of culverts on Plank Road and Nadler Road, and

WHEREAS, on May 11, 2020, the U.S. Army Corps of Engineers issued authorization for the project described under the appropriate nationwide general permit, and

WHEREAS, on April 27, 2021, sealed bids were opened, based on bid documents and work scope prepared by Barton & Loguidice and C.T. Male, engineers, and

WHEREAS, Barton and Loguidice recommends that the Town Board award the contract for the work to Carver Construction, as low bidder, and

WHEREAS, there are \$111,676 in a project capital budget previously authorized for the project; now, therefore, be it

RESOLVED, that the contract for box culvert replacement at Plank Road and Nadler Road is awarded to Carver Construction, Inc., 494 Western Turnpike, Altamont, NY, in an amount not to exceed \$280,145 for this contract, and be it further

RESOLVED, that Contract #2 for the project relative to replacement of the water main as designed by C.T. Male is awarded to Carver Construction, as low bidder, in an amount not to exceed \$150,145; and be it further

RESOLVED, that the Comptroller is authorized to transfer up to \$318,116.64 from the General Fund to H44-0854-00200 (Capital Project - Stormwater Drainage - Equipment) to offset costs of the project.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Highways Superintendent Dahn Bull stated this is a stormwater management project and work will start the beginning of August in this area and take approximately a couple weeks. Residents will be contacted with flyers and use of media for activity involving the road closures.

Resolution No. 160 of 2021, a resolution amending the contract awarded for fireworks, for the Town of Clifton Park's 4th of July celebration with Santore's World Famous Fireworks and authorizing the Supervisor to sign the agreement for same.

Introduced by Councilman Morelli, who moved its adoption, seconded by Councilwoman Walowit.

CULVERT REPLACEMENT CONTRACT #1 4/27/21 @ 2pm

Company Name	Plank Rd. Culvert Replacement	Nadler Rd. Culvert Replacement	Work Zone Traffic Control	Mobilization	Total Contract # 1
<i>Appland Contracting</i>	\$ 134,000	\$ 111,000	\$ 18,000	\$ 22,000	\$ 285,000
<i>Carroll Construction</i>	\$ 120,750	\$ 108,750	\$ 24,000	\$ 26,645	\$ 280,145
<i>J. H. Mearns</i>	\$ 180,000	\$ 206,950	\$ 15,000	\$ 30,000	\$ 431,950

PLANK ROAD MAIN DIRECTIONAL DRILLING CONTRACT #2 4/27/21 @ 2pm

Company Name	Mobilization/ Demobilization	Maintenance and Protection of Traffic	Directional Drilling	Connections to Existing Mains	Site Restoration	Total Price
Rufenburg Contracting	\$ 18,000	\$ 10,000	\$ 82,510	\$ 52,490	\$ 10,000	\$ 173,000
Carver Construction	\$ 5,875	\$ 500	\$ 86,950	\$ 52,320	\$ 4,500	\$ 150,145
J.H. Malay Inc.	\$ 10,000	\$ 18,000	\$ 79,550	\$ 146,500	\$ 10,000	\$ 264,050

Resolution No. _____ of 2021, a resolution authorizing an agreement with J&J Superseal LLC for a Hot Pour Mastic Program for highway repair purposes from an existing contract with Monroe County.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Highway Superintendent, Dahn Bull has recommended the retention of a hot mastic seal contractor to provide crack sealing capacity to the department, and

WHEREAS, pursuant to General Municipal Law Section 103(16), municipalities are authorized to procure goods or services through publicly bid contracts of another county or municipality within the state, on terms and conditions consistent with the original contract, and

WHEREAS, Highway Superintendent, Dahn Bull, recommends the retention of J&J Superseal, Rexford, NY through a Monroe County contract achieved through a bona fide competitive process; now therefore be it

RESOLVED, that the Highway Department is authorized to retain J&J Superseal LLC, 24 Nott Road, Rexford, NY for hot pour mastic applications under Monroe County Contract #0904-19 (4700007542), attached, per the Price Sheet on Page 9, through April 30, 2022, to be paid from DA-05110-00037 (Highway Fund – Highway Construction – Paving/Sliplining).



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: HOT POUR MASTIC PROGRAM

CONTRACT #: 0904-19 (4700007542)

CONTRACT DATES: 10/09/2019 – 04/30/2022

BUYER: Sean Wilcox
PHONE: 585/753-1136
EMAIL: swilcox@monroecounty.gov

VENDOR(S): J & J Superseal LLC
24 Nott Road
Rexford, NY 12148
P: (518) 384-2217
F: (518) 384-2217

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: **HOT POUR MASTIC PROGRAM**

FOR: **Department of Transportation**

PURCHASING CONTACT: The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sean Wilcox
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: swilcox@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Friday, September 13, 2019**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Tuesday, September 17, 2019**.

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt if awarded the contract. (Visit www.wcb.ny.gov for forms.)

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

NYS WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC#2019011300 developed for this project.**

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **Total**. Bidder must bid on all items to be considered. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **April 30, 2020**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**SECURITIES AND
INSURANCE:**

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 P.M. on that day.

**COMPLIANCE WITH
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

SCOPE:

This specification covers Hot Pour Mastic application in asphalt and concrete pavements. The hot-applied polymer modified asphalt, mixed with aggregates and modifiers shall be designed to fill wide cracks and defects to prevent water infiltration and restore ride quality. It is designed as a permanent repair solution for repairs such as wide thermal cracks, fatigue cracking, rutting and depressed broken-up areas. The material shall also be recommended for use around solid structures in flexible pavements like manholes, gutters, and drains.

DESCRIPTION OF WORK:

The affected pavement must be cleaned of all dirt, dust, debris and vegetation in order for the hot pour mastic mix to bond to a clean surface. The pavement must be dry to allow the hot pour mastic mix to fully bond to the existing pavement. Any previous repair materials must be removed and all loose materials removed so that the repair area is back to a solid surface. The work shall consist of cleaning and sealing cracks and joints in the existing pavement. All sealant shall be an asphalt cement.

Locations to be mastic sealed will be designated by the Agency Representative, or their assignee.

The work to be done shall consist of performing all operations and furnishing all labor, equipment and materials for cleaning and sealing miscellaneous cracks and joints in the pavement using ASTM D3405. The work shall commence within seven days from receipt of order to seal from the County or as agreed upon between the vendor and the agency.

MATERIAL REQUIREMENTS:

The material used shall meet the following requirements:

ASTM Standard D6690 Testing Joint Sealants, Hot-poured, for Concrete and Asphalt Pavements.

<i>BINDER TESTING REQUIREMENTS</i>	
Cone Penetration: 77°F (25 °C), 150g, 5s: ASTM D5329	70 dmm maximum
Softening Point: ASTM D36	.200°F minimum
Flexibility: 1 in. (25mm) mandrel, 90 degree bend, 2s: ASTM D3111	Pass -10°F
Tensile Adhesion: 77°F (25°C) : ASTM D5329	600% minimum
Resilience: 77°F (25°C) : ASTM D5329	35% minimum

<i>AGGREGATES TESTING REQUIREMENTS</i>	
Specific Gravity: Requires Manufacturer's Certification	1.3-1.5
Porosity: Requires manufacturer's Certification	10% pores minimum
Shear Strength: Requires Manufacturer's Certification	30%minimum
Sieve Analysis: Number 4 sieve, passing Manufacturer's Certification	90%minimum
Sieve Analysis: Number 16 sieve, passing	10%maximum

*Aggregates must be tripled washed, cleaned and dried at the time of packaging to ensure cleanliness and binder compatibility.

Products that segregate during application and installation are unacceptable. The use of dirt, excessive fines, polyester or polypropylene fibers are unacceptable.

This mastic material must be a standard mix and have been manufactured and in the public use for a minimum of 4 years. Modified versions of other standard mixes for use with this contract are unacceptable.

GENERAL REQUIREMENTS:

The contractor shall clean and dry the effected repair area in order to properly receive the repair mastic materials. If the pavement has any moisture or if the ambient temperature is less than 40°F, the repair area is to be hot air lanced clean and dry. Additional care must be taken so as to not damage or burn the existing pavement when using the lance.

Should the manufacturer recommend a primer, it shall be sprayed on the repair area and allowed to dry before the installation of the mastic.

The material is to be heated in an indirect fired, oil jacketed melter. Once the hot pour mastic is heated up to application temperature (as recommended by the manufacturer) the material is to be applied to the prepared crack and area.

In wide areas of repair the mastic can be dropped directly into the void. Use a suitable tool such as a heated flat steel hand tool to spread the mastic into the void to make a smooth, watertight seal and repair.

When filling wide cracks, potholes, seam and joint failures, uneven adjoining pavements, delaminations, raveled or shallow depth repairs, the use of a hand held box screed tool to drag the material over the repair area thereby filling and striking it off on the surface is preferred. The box shall be wider than the width of the crack by at least 2 inches on either side in order to provide an overband of the repair area.

Once the material has been laid, a heated flat steel plate hand tool shall be used to flatten and roll the edges of the repair in order to smooth out the installation. The steel plate shall also be used to flatten and smooth the surface of the repair.

When recommended by the manufacturer, a stone aggregate topping shall be sufficiently distributed over the top of the repair area. This is to enhance the friction surface and protect the service life of the underlying material and will help the mastic blend more aesthetically with the surrounding pavement may be used. Aggregate shall consist of small fines in various color tones and range from 1/16" to no greater than 3/8". Contractor shall submit a sample for approval prior to the start of any installation.

Care must be taken by the Contractor to allow the repair area to properly cool before it is turned back to the full weight of vehicular traffic. No vehicle or foot traffic shall be allowed back onto any repair before the mastic has formed a solid mass and hardened surface. To hasten the process of cooling, water and or ice may be placed on the repair. Manufacturer recommended barrier sprays may also be used to coat a repair that remains sticky or tacky to foot traffic.

INSTALLATION TEMPERATURES

Mastic must have the capability to be installed and successfully perform in an ambient temperature application range of 0°F to 90°F.

Application temperature of the material shall be recommended by the manufacturer but be no cooler than 330°F and no hotter than 380°F.

MAINTENANCE AND PROTECTION OF TRAFFIC

The Agency shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

The working hours of construction may have to be restricted on arterial functional classification streets. In general, lane reduction may be prohibited during the peak rush traffic hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM Monday through Friday.

METHOD OF MEASUREMENT

The quantity to be paid shall be the actual installed number of pounds of mastic. The pounds will be verified by delivery certification. No payment will be made for wasted material.

BASIS OF PAYMENT

The unit price bid shall be per pound and include labor, equipment and materials necessary to complete the work. Payment will be made under:

<u>Item Description</u>	<u>Pay Unit</u>
Hot Pour Mastic	Pound

BP#0904-19
HOT POUR MASTIC PROGRAM
PRICE SHEET

METHOD OF MEASUREMENT

The quantity to be paid shall be the actual installed number of pounds of mastic installed per order. An order placed for 10 locations shall be considered 1 order and the corresponding payment shall be based on the total quantity placed for the order. The pounds will be verified by delivery certification. No payment will be made for wasted material.

BASIS OF PAYMENT

The unit price bid shall be per pound and include labor, equipment and materials necessary to complete the work. Payment will be made under the following items A, B or C. The unit price shall be paid based on the total quantity of material placed **per order**.

<u>Item</u>	<u>Description</u>	<u>Pay Unit</u>	<u>Unit Price / Pound</u>
A	Hot Pour Mastic < or = 2500 lbs	Pound	\$ <u>4.95</u>
B	Hot Pour Mastic 2501- 5000 lbs	Pound	\$ <u>4.25</u>
C	Hot Pour Mastic >5001 lbs	Pound	\$ <u>3.25</u>

Resolution No. _____ of 2021, a resolution to retain Prime AE Group of NY, for professional engineering services related to the immediate storage needs of the Clifton Park Highway Department.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, on August 17, 2021, the Clifton Park Highway had an accidental fire that caused severe damage to the facility known locally as “The White Building”, and,

WHEREAS, “The White Building” housed various pieces of equipment and machinery, as well as 7 bays for plow trucks over the winter months, and,

WHEREAS, as a result, there is an immediate need to design and construct temporary structures in order to provide cover and protection from the elements to Highway Department plow trucks and related equipment, and,

WHEREAS, Prime AE Group of NY will produce a scope of work, and oversee the construction of structures that will protect plow trucks and equipment from winter weather, and

WHEREAS, pursuant to Resolution No. 1 of 2021, the Town is authorized to enter into a contract with an engineering or professional consulting firm, subject to legal review by the Town Attorney’s office, and

WHEREAS, the Prime AE Group estimates that design and engineering services for the structures will not exceed \$20,000.00; now, therefore be it,

RESOLVED, that the Town Board authorizes the hiring of Prime AE Group of New York to assist the Highway Department in planning and design of structures for the Highway Department for the 2021-22 winter season; and be it further,

RESOLVED, that the Town Superintendent of Highways is authorized to sign an agreement with Prime AE Group of NY for professional consulting services not to exceed \$20,000.00; and be it further,

RESOLVED, that the Comptroller is authorized to transfer \$20,000.00 from A-00915 (Undesignated Fund Balance) to A-5132-135 (General Fund – Highway Garage - Engineering).