

TOWN OF CLIFTON PARK TOWN BOARD MEETING

June 6, 2022

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



ONLINE BOARD MEETINGS

- 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**
 - **Eagle Scout Recognition – Christian Blood**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. **Open Public Privilege**

NOTE:

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
June 6, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Recognition of Eagle Scout Christian Blood	P. Barrett
2. Supervisor	Designation of Field #1 at Martin Jewett Longkill Park as the "David Stadel Field"	P. Barrett
3. Buildings & Grounds	Accept a donation of \$480 from The Rotary for the purchase of two new red maple trees to be planted at Garnsey Park	P. Barrett
4. Buildings & Grounds	Authorize United Asphalt to complete a paving project at the lower quad baseball facility on Clifton Common	P. Barrett
5. Buildings & Grounds	Authorize the hiring of seasonal help – Jack Normandin and Robert Herold	P. Barrett
6. Buildings & Grounds	Award a bid for the replacement of the pool liner at the Country Knolls Pool	P. Barrett
7. Parks & Recreation	Authorize the hiring of additional summer camp staff	A. Standaert
8. Parks & Recreation	Authorize the hiring of Amy Price-Yetto as Health Director for the 2022 summer day camp	A. Standaert/ L. Walowit
9. Parks & Recreation	Authorize inspection of the Project Adventure Challenge Course for 2022	P. Barrett
10. Animal Control	Authorize the hiring of James Laing as a part-time Animal Control Officer	P. Barrett
11. Sewer	Authorize the purchase and installation of two control panels for pump stations in the Clifton Park Sewer District #2	P. Barrett

- | | | |
|-----------------------------------|--|-------------|
| 12. Planning | Authorize the Open Space Coordinator to submit a federal grant application administered by NYSDOT Scenic Byways Coordinator/Office of the Environment for a project to update the Corridor Management Plan for the Mohawk Towpath Scenic Byway | P. Barrett |
| 13. Senior
Community
Center | Authorize the issuance of an alcohol permit to Elizabeth McCarthy for June 25, 2022 | P. Barrett |
| 14. Highway | Authorize the Highway Department to contract for paving piggybacking off of Saratoga County Paving Services Contract 20-PWPSR-46R | D. Bull |
| 15. Planning | Authorize a Supplemental Agreement with NYSDOT for construction and inspection of the Moe Road Multi-Use Path Gap Closure Project | P. Barrett |
| 16. Clerk | Authorize a 36 month lease agreement for a copier/printer system in the Town Clerk's office | T. Brobston |

Resolution No. _____ of 2022, a resolution recognizing Christian Blood on achieving the rank of Eagle Scout.

Introduced by Supervisor Barrett, who moved its adoption, seconded by the entire Town Board.

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, Christian Blood began his scouting career as a Cub Scout in 2011, earning his Arrow of Light -- Cub Scouting's highest award, in 2015, and

WHEREAS, Christian continued his Scouting journey in 2015 by becoming a Boy Scout, and contributed to his Scout troop in roles as troop bugler, a troop Patrol Leader, and Senior Patrol Leader along the way on his road to Eagle, and

WHEREAS, in 2018, Christian participated in Sea Base, a unique Scouting program offering aquatics programs for scouts interested in the Florida Keys, and

WHEREAS, specifically for his Eagle Rank project, Christian worked closely with Town Staff, the Buildings and Grounds Department and the Stony Creek Park District leadership, to identify the following needs for improvements: pedestrian bridge access ramps, trail segments for upgrades and rehabilitation, entrance signage needs, trail marking needs, park entrance signage needs, and tree species identification opportunities, and

WHEREAS, Christian's Eagle Scout Project ultimately involved upgrades to the Hayes Nature Park, located off of Moe Road, which included: renovations to access ramps to six existing pedestrian bridges throughout the trail network, new entrance signs to ensure each park access point has its own park entrance sign, the creation and placement of trailhead signs matching the existing park entrance signage, the addition of trail markers, including identifying and marking an additional informal trail, the creation and publication of an updated park trail map and the establishment of and posting of a QR code on signage for the ease of visitors to digitally access the new park trail map, and the addition of educational signs on 10 trees labelling the tree species, and

WHEREAS, Christian'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; now, therefore, be it

RESOLVED, that on behalf of the People of the Town of Clifton Park, the Town Board hereby congratulates and salutes Christian Blood on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

Resolution No. _____ of 2022, a resolution designating Field #1 at the Martin Jewitt Longkill Park as “David Stadel Field”.

Introduced by Supervisor Barrett, who moved its adoption, seconded by the entire Town Board.

WHEREAS, Dave Stadel served the Town for many years as the Chairman of the Longkill #1 Park District Advisory committee, until his death in 2020 at the age of 78, and

WHEREAS, in this role, Dave carefully and skillfully cared for, maintained, and coordinated the use of Field 1, among other park assets, for many years. and

WHEREAS, through Dave’s painstaking efforts, Field 1 at the Martin Jewitt Longkill Park has provided a premier baseball facility to the Clifton Park baseball community for many years, and

WHEREAS, Dave’s devotion to the Park District, the fields, and the youth sports of Clifton Park are known and remembered by generations of young players at all levels, who benefitted from Dave’s meticulous care and attention to the fields for so many years, now therefore be it

RESOLVED that, Field 1 at Martin Jewitt Longkill Park is hereby designated as “David Stadel Field”, and be it further

RESOLVED, that the Department of Parks, Building and Grounds is authorized to prepare and post the Field accordingly.

Resolution No. _____ of 2022, a resolution accepting funds from The Rotary and authorizing the Department of Buildings & Grounds to purchase and plant two red maple trees at Garnsey Park.

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

WHEREAS, The Rotary International Club has offered a donation of up to \$500 for the planting of two red maple trees at Garnsey Park, and

WHEREAS, the Town Board as stewards of Garnsey Park wishes to accept the donation from the Rotary to offset the cost of planting two trees at Garnsey Park, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation solicited quotes for the purchase of two red maple trees, and

WHEREAS, Mr. Clemens advises that Northern Nurseries, 115 Cordell Road, Schenectady has two such trees available for a cost not to exceed \$500.00; now, therefore, be it

RESOLVED, that the Comptroller is authorized to increase revenues to A-7160-200 (Garnsey Park – Capital Improvement) by \$500.00, and increase expenditures in A-7160-200 (Garnsey Park – Capital Improvement) by \$500.00; and be it further

RESOLVED, that the Director of Buildings, Parks, and Recreation is authorized to accept the quote of Northern Nurseries, as lowest responsive quote, for the purchase of two red maple trees, at a cost not to exceed \$500.00.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, May 24, 2022 8:50 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Buildings & Grounds

An item has been submitted to the Resolution Request form for review.

Department: Buildings & Grounds
Your email: dclemens@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P.Barrett

Requested Meeting Date: 06-06-2022

Brief Description: Accept a donation of \$480.00 from the Rotary for 2 Red Maple trees to be planted at Garnsey Park

Budget #: A-7160-200
Budget Description: Garnsey Park - Cap Improvement
\$ Amount: 480.00

Additional Comments/Details: Bob's Trees was low quote, but they could not get the trees after they quoted so next lowest is Northern, they have the trees in stock

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No _____ of 2022, a resolution to authorize paving of walkways between lower quad baseball fields at Clifton Common.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation sought quotes for the paving of walkways between fields 7,8,9 & 10 at Clifton Common, and

WHEREAS, United Asphalt submitted to lowest responsive quote in the amount of \$13,500 for Option #1 to include: grading, compaction, and installation of Type 3 binder mix asphalt with a 1.5 inch course of Type 6 fine top mix asphalt at the locations as noted in the lower quad at Clifton Common; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks, and Recreation is authorized to accept the quote from United Asphalt for Option #1 per the attached documents; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$13,500.00 from A-00913 (Committed Fund Balance) to A-7112-200 (General Fund – Clifton Common – Equipment) to offset the costs of the Project.

Meg Springli

From: Mark Heggen <mheggen@cliftonpark.org>
Sent: Tuesday, May 24, 2022 9:20 AM
To: Meg Springli
Cc: Jean, Spiegel
Subject: RE: Resolution Request for TB Meeting: 06-06-2022 Buildings & Grounds

Categories: TB Prep

My suggestion is that the funds that are from rental of the cell tower be used to pay for this project. The funds be transferred from the Committed Fund Balance – A-00913 with a transfer to A-07112-00200 (General Fund – Clifton Common – Equipment). There is currently over \$148,000 available in this account.

Mark

Mark E. Heggen, CPA
Town Comptroller
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Telephone – 518-371-6651
Fax – 518-371-1136

mheggen@cliftonpark.org

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, May 24, 2022 8:34 AM
To: Meg Springli <mspringli@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 06-06-2022 Buildings & Grounds

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: dclemens@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **p.Barrett**

Requested Meeting Date: **06-06-2022**

Brief Description: **Hire United Asphalt for option #1 paving between dugouts at lower quad baseball fields on the Common.**

Budget #: **A7112-24-30**
Budget Description: **Baseball**
\$ Amount: **13,500.00**

Additional Comments/Details: **This is a project requested by the league that the Supervisor would like done. I believe the money will need to be transferred for this paving project**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: May 16, 2022

Description: Pave walkways between fields 7, 8, 9 & 10 at lower quad
baseball on the common

Option #1: 2.5" Course Binder and 1.5" Fine Top
Option #2: 3" Fine Top only

Vendor #1:Luizzi Asphalt Services
Option #1 - \$13,975.00 Option #2 - \$11,975.00

Vendor #2: Capital Asphalt
Option #1 - No quote Option #2 - \$12,800.00

Vendor #3: United Asphalt
Option #1 - 13,500.00 Option #2 - \$12,000.00

Vendor #4: Best Paving & Sealcoating
Option #1 - \$17,000.00 Option #2 - \$13,800.00

Vendor #5:

Vendor #6:

Comments: Option #1 is the better job. Option#2 would be fine for
this area as it is foot traffic primarily

Decision: Option#1-United Asphalt \$13,500.00 Option#2- Luizzi \$11,975.00



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for blacktop paving located at the lower quad baseball facility – 38 Clifton Common Blvd. Clifton Park NY 12065.

Scope of work is as follows but not limited to:

OPTION 1: Install \pm 2,007 square feet of new pavement ~Fine grade and compact existing subbase adding more as needed ~Pave with a 2.5 inch Course of Type 3 Binder Mix Asphalt ~Pave with a 1.5 inch Course of Type 6 Fine Top Mix Asphalt

OPTION 2: Install \pm 2,007 square feet of new pavement ~Fine grade and compact existing subbase adding more as needed ~Pave with a 3.0 inch Course of Type 6 Fine Top Mix Asphalt

This area is in between fields 7, 8, 9 & 10, from concession stand out beyond dugouts, 3 wings.

Dispose of all waste properly

The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond.

Please contact Regan Cardona at rcardona@cliftonpark.org 518-371-6651 extension 251 for an appointment to do a site visit.

Quotes are due by Friday May 13, 2022 at 2:00pm



Luizzi Bros. Sealcoating & Striping LLC
LUIZZI ASPHALT SERVICES
PO Box 11203 Loudonville, NY 12211
70 Tivoli St. Albany, NY 12207
(518) 459-SEAL (7325) - Fax (518) 487-4734
www.LuizziAsphalt.com

Quotation

Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Date: 4/15/2022
Estimate: E220095
PO #:

Project: Clifton Park Baseball Fields
38 Clifton Commons Blvd
Clifton Park, NY 12065

Contact:
Phone: 518-371-6651

Fax:

Subcontractor: Luizzi Asphalt Services. For the consideration hereinafter named offers to furnish all labor, equipment and materials to perform all work hereinafter described.

New Pavement	_____ OPTION 1: Install ± 2,007 square feet of new pavement	13,975.00
	~Fine grade and compact existing subbase adding more as needed	
	~Pave with a 2.5 inch Course of Type 3 Binder Mix Asphalt	
	~Pave with a 1.5 inch Course of Type 6 Fine Top Mix Asphalt	
New Pavement	_____ OPTION 2: Install ± 2,007 square feet of new pavement	11,975.00
	~Fine grade and compact existing subbase adding more as needed	
	~Pave with a 3.0 inch Course of Type 6 Fine Top Mix Asphalt	

Exclusions We exclude all rock excavation over 1 cubic yard, undercutting of unsuitable material and/or disposal of hazardous or polluted material, all landscaping work, utilities from 5 feet outside the building to inside the building, all electric, telephone or gas utility work. We are not responsible for sprinkler lines or underdrain unless explicitly stated in quote. Unless otherwise stated, price includes up to two layers of asphalt, additional asphalt layers or findings of concrete or brick pavers may result in a change order. It shall be the Owner's responsibility to furnish and pay for all required permits, fees and licenses, if any, required by the Town, State, Federal or other governing authorities.

Payment Terms: Payment is due upon completion. Payments 30 days overdue will be assessed a compounding 2.0% per month service charge. After 60 days, the account will be turned over to collections.

GENERAL CONDITIONS OF THIS OFFER

Luizzi Asphalt Services is not responsible for adverse weather conditions. We exclude all of the following: Permits, survey and stakeout, proof rolling of the subbase, saw cutting, testing costs, trench paving, traffic control and all other work not specifically mentioned above

Unless expressly stated above, price(s) quoted are firm only if this offer is accepted within 30 days of the above date and the work can be performed during the current paving season ending November 15, 2022.

The basis for the above prices is that this project is subject to prevailing wage rates. If we do not receive a properly executed "Tax Exempt Certificate" then all applicable sales taxes will be added to the quoted price(s).

If the person(s), firm, corporation or other entity accepting this offer is not the owner of the real property being improved by the labor and/or the furnishing of materials provided for herein the acceptor expressly warrants that the performance of the labor and/or the furnishing of materials herein being done is for the improvement of the real property with the consent of, or at the request of, it's Owner, his agent, contractor or subcontractor.

Luizzi Asphalt Services is an open shop contractor and will work in harmony with all other contractors. Luizzi Asphalt Services will not be held responsible in any way for any problems whatsoever due to other contractors not working in harmony with Luizzi Asphalt Services

This offer and the performance of labor and the furnishing of any materials thereunder, including price(s) quoted thereunder, shall be subject to strikes, labor disputes, adverse weather conditions or other causes beyond the control of Luizzi Asphalt Services

Luizzi Asphalt Services

BY: _____
Bryant Luizzi, Estimator

The above offer is hereby accepted and the terms therein are fully agreed to by me.

Date: _____ Signed: _____ Title: _____

Capital Asphalt LLC

21 Solar Drive
Clifton Park, NY 12065
capitalasphalt518@gmail.com 518-530-0111

Client

Daniel Clemens

38 Clifton Common Blvd.
Clifton Park, NY 12065
dclemens@cliftonpark.org 5182815065

Estimate 189

Date 04/20/2022

Description	Quantity	Rate	Amount
Install 2,732 square feet of new pavement at 38 Clifton Common Blvd. •Fine grade and compact existing subbase adding more as needed •Pave with a 3.0 inch Course of Type 6 Fine Top Mix Asphalt •vibratory roll for proper compaction and smooth finish	1.00	\$ 12,800.00	\$ 12,800.00

Subtotal	\$ 12,800.00
Total	\$ 12,800.00



DATE: 5/10/22
 JOB NAME: Asphalt Paving At Lower Quad Baseball Field
 JOB LOCATION: 38 Clifton Common Blvd. Clifton Park NY 12065
 FIRM NAME: Town Of Clifton Park Building & Grounds
 CONTACT: Dan Clemens
 PH#: 518-371-6651 EMAIL: dclemens@cliftonpark.org

TYPE OF WORK CONTRACTED FOR (LABOR/MATERIAL/EQUIPMENT): This quote is good for 30 Days:
 SCOPE OF WORK:

Option 1: Grade & Pave With Binder/Top Courses – 2,200 SF

Layout 2,200 SF Area To Limits Shown
 Regrade And Recompact Existing Subbase Material With Additional Stone
 Furnish And Install 2.5" Of NYS Approved Type 3 Binder Course After Compaction
 Furnish And Install 1.5" Of NYS Approved Type 6 Top Course After Compaction
 For The Price Of: \$13,500.00

Option 2: Grade & Pave With Top Course Only – 2,200 SF

Layout 2,200 SF Area To Limits Shown
 Regrade And Recompact Existing Subbase Material With Additional Stone
 Furnish And Install 3" Of NYS Approved Type 6 Top Course After Compaction
 For The Price Of: \$12,000.00

Exclusions & Clarifications

- *All Pricing Is Based On (1) Mobilization. Add \$1,500.00 For Each Additional Mobilization If Required
- *Limits Shown Are To Be Confirmed Prior To The Commencement Of Work. Additional Area Outside Of 2,200 SF To Billed Additional At Agreed Upon Rates Prior To The Start Of Work.
- *Restoration Including Topsoil/Seeding Is Excluded And Assumed To Be Provided And Maintained By Others
- *Prevailing Wage Rates Are Included With All Pricing Options
- *Add \$1,500.00 For Each Option If A Performance Bond Is Required.
- *Sales Tax On Material Is Not Included With Pricing. Valid Tax Exempt Certificate Is Required Prior To The Start Of Work.

PERMITTING: The OWNER must obtain and pay for any permits or licenses necessary for the execution of the scope of work, as may be required by any townships, HOA's, and government entities. Failure to obtain permits at least 48 hours prior to the project start date will result in rescheduling the work to be performed. We will not be responsible for any typing errors on the square footage and dollar amounts. All square footage and dollar amount of contract must be reviewed by United Asphalt Company, LLC "AND" The Customer before a contract agreement is signed. If square footages become more than quoted there will be an additional charge which must be agreed upon and signed for "BEFORE" we do the additional work. In the event of "Unsuitable Sub Soils" such as concrete, wood, or cobblestone, additional pricing will apply at an agreed upon rate.

PAYMENT TERMS: IN FULL UPON COMPLETION. A 4.0% processing fee will be charged on ALL Credit Card payments. Prices quoted are subject to change if contract is NOT signed within 30 days from date of proposal. If this project was quoted as a "Capital Improvement" or "Tax Exempt" project and we do not receive the proper forms, all applicable taxes will be added to the total balance. Balances carried shall result in a 10% late fee and accrue a per month finance charge of 18% on the unpaid balance. A fee of \$75.00 will be charged for any returned checks. Owner agrees to bare the entire cost of collection action should that become necessary, including but not limited to all costs, expenses, filing fees, attorney fees, interest, court costs, collection agency fees, and or other legal expenses incurred by United Asphalt Company for pursuing payment.

SCHEDULING/CANCELLATION: Due to the nature of the work to be performed, United Asphalt Company will provide the customer with a tentative date of service, but this date is NOT guaranteed. Owner must notify us in writing or by phone in the event of cancellation at the number or email listed above. This contract may NOT be canceled once work has begun. United Asphalt Company reserves the right to cancel this contract at any time upon notice to Owner.

OWNER RESPONSIBILITY: Owner agrees to have project area prepared by 7:00 am on the day the project is to start. This is identified as having the project area clean of debris, cars removed from garage, sprinkler system off and heads marked, and any invisible fences marked. Clearance of the area is defined as removing impediments including but not limited to, vehicles, firewood, mulch, garbage cans/dumpsters, portable basketball hoops. Any delay in the commencement of work due to Owner's failure to properly prepare the area will result in a \$400.00 per hour fee. Landscape restoration is Not included. We require a minimum of 12" of clearance along edges of the work area and may move or remove anything within that boundary. We also require a minimum overhead clearance of 16' to allow for dump truck access. United Asphalt is NOT responsible for damage caused to tree limbs or branches that are within the scope of these boundaries.

WARRANTY TERMS: Warranty is covered for one year. Warranty will not cover any damage caused by plows, heavy vehicles/machinery, or oil/grease products.

Office: (518) 266-0333
 Fax: (518) 729-4049

www.unitedasphaltcompany.com
service@unitedasphaltcompany.com

349 Saratoga Street
 Cohoes, NY 12047

ASPHALT INDEX: Price is based on NYS Asphalt Index of \$719.00 per liquid ton. Prices subject to change based on the index.

ADDITIONAL EXCLUSIONS: SURVEY AND STAKE OUT, PROOF ROLLING OF THE SUBBASE, SAW CUTTING ALL TESTING COSTS, TRAFFIC CONTROL, PERMIT FEES, ANY HAZARDOUS MATERIAL, COMPACTION TESTING AND/OR ANYTHING NOT SPECIFICALLY LISTED IN ABOVE PROPOSAL



ACCEPTANCE:

The above price, specification and conditions are satisfactory and approved by the Owner.
I have read and agree to the terms of this contract.

DATE: _____ SIGNED: _____ TITLE: _____

Office: (518) 266-0333
Fax: (518) 729-4049

www.unitedasphaltcompany.com
service@unitedasphaltcompany.com

349 Saratoga Street
Cohoes, NY 12047



Blacktop Specialist

1349 Broadway Albany, New York 12204

Phone: (518) 434-2223 Fax: (518) 463-6778 E-mail: office@bestpavinginc.com

2022 Paving Proposal

DATE: May 13, 2022
JOB NAME: Clifton Park Buildings & Grounds
JOB LOCATION: Clifton Park NY
FIRM NAME: Town of Clifton Park
CONTACT: Dan Clemens 518 371 6651
PROJECT ESTIMATOR: RICHARD BEST

TYPE OF WORK SUBCONTRACTED FOR (LABOR/MATERIAL/EQUIPMENT): This quote is good for 30 days.
Price is based on NYS Liquid Asphalt Index per US Ton for May 2022.
SCOPE OF WORK: ASPHALT PAVING PROPOSAL ONLY - SEE BELOW SCOPE OF WORK:

Option 1
As Described on Bid Sheet
For the Price of: \$17,000.00

Option 2
As described on Bid Sheet
For the Price of: \$13,800.00

EXCLUSIONS: SURVEY AND STAKE OUT. PROOF ROLLING OF THE SUBBASE. SAW CUTTING ALL TESTING COSTS. TRENCH PAVING. TRAFFIC CONTROL. PERMIT FEES. ANY HAZARDOUS MATERIAL. COMPACTION TESTING AND/OR ANYTHING NOT SPECIFICALLY LISTED IN ABOVE PROPOSAL.

*NOTE: We will not be responsible for any typing errors on the square footage and dollar amounts. All square footage and dollar amounts of contracts must be reviewed by Best Paving "AND" The Contractor before a contract agreement is signed. If square footages become more than quoted there will be an additional charge which must be agreed upon and signed for "BEFORE" we do the additional work.

*PAYMENT TERMS: IN FULL UPON COMPLETION. 1.5% Service Charge Per Month There After (18% PER ANNUM). Prices quoted are firm only if this offer is accepted within 30 days from quoted date and completed within agreed time. If this project was quoted as a "Capital Improvement Project" or "Tax Exempt Project" and we do not receive the proper forms, all applicable taxes will be added to your quoted price. Unless expressly stated above, this offer does not include engineering services, surveys or stakeout. Prior to any grading or paving operation, grade stakes must be placed 2 feet off edge of pavement and the centerline of the roadway at intervals not to exceed 50 feet. They must be marked with accurate grades and capable of supporting string lines. Unless fine grade is expressly included in the above price the sub base and/or sub grade shall be placed and properly compacted to within 1/2" of its proposed sub grade by others. Any sub base and/or sub grade materials necessary to properly perform the grading operations shall be furnished and paid by others. If the person (s), firm, Corporation or entity accepting this offer is not the owner of the real property being improved by the Labor and/or materials provided for herein, the acceptor expressly warrants that the performance of the labor and/or the furnishing of the materials herein being done is for the improvement of the real property with the consent of, or at the request of, its Owner, his agent, contractor, or subcontractor, and is fully responsible for the payments due to Best Paving & Seal Coating, Inc. for work performed.

CUSTOMER AGREES TO PAY EXPENSES, FEES, COSTS OF COLLECTION AND ATTORNEY FEES INCURRED IN THE COLLECTION OF PAST DUE ACCOUNTS AND CONSENTS AND SUBMITS TO THE JURISDICTION OF COURTS OF ALBANY COUNTY, STATE OF NEW YORK. ALL MATTERS ARISING UNDER THIS CONFIRMATION, INCLUDING THE CONSTRUCTION HEREOF, SHALL BE GOVERNED BY THE LAWS OF New York STATE HEREBY GRANT PERMISSION FOR YOU TO VERIFY THIS INFORMATION WITH THESE REFERENCES. I GUARANTEE TO ABIDE BY THE CREDIT POLICY LISTED ABOVE AND ACCEPT THE TERMS AND CONDITIONS.

BEST PAVING & SEAL COATING, INC.

ACCEPTANCE

THE ABOVE OFFER IS HEREBY ACCEPTED AND TERMS THEREIN ARE FULLY AGREED TO BY ME.

DATE: _____ SIGNED: _____ TITLE _____

Resolution No. _____ of 2022, a resolution authorizing the hiring of Jack Normandin and Robert Herold as 2022 summer help for the Buildings and Grounds Department.

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

WHEREAS, openings exist for seasonal help in the Buildings and Grounds Department,
and

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation, has recommended that Jack Normandin and Robert Herold, be hired to fill the seasonal positions; now, therefore, be it

RESOLVED, that Jack Normandin, 10 Canterbury Road, Clifton Park, and Robert Herold, 585 Grooms Road, Rexford be employed as seasonal workers for Buildings and Grounds for 2022, to be paid \$16/hour from A-7110-E4000 (Buildings & Grounds – PT Seasonal Labor), retroactive to May 23, 2022.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, May 24, 2022 8:25 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Buildings & Grounds
Attachments: 628cce9ccb9ed-JN and RH seasonal hire applications 5.22.pdf

An item has been submitted to the Resolution Request form for review.

Department: Buildings & Grounds
Your email: dclemens@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P.Barrett

Requested Meeting Date: 06-06-2022

Brief Description: Hire Jack Normandin, 10 Canterbury Road and Robert Herold, 585 Grooms Road as seasonal help, \$16.00/hour effective May 23, 2022

Budget #: A-7110-E4000
Budget Description: PT Labor (season)
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

TOWN OF CLIFTON PARK Employment Application

Please **TYPE** or **PRINT** clearly. *This application must be completed and signed personally by the applicant.* Each question must be answered in full. We appreciate your interest in employment with the Town of Clifton Park.

The Town of Clifton Park is an Equal Opportunity Employer. We consider all applications for all positions without regard to race, color, religion, gender, national origin, age, physical or mental disability, marital status, veteran status, sexual orientation, arrest/criminal record, genetic predisposition or carrier status, or any other legally protected status or class. Applicants requiring a reasonable accommodation to participate in the application and/or interviewing process are encouraged to contact the HR Department.

Name (First, Middle, Last) <i>Jack Loren Normandin</i>	Phone Number <i>518-596-9882</i>
Address <i>10 Canterbury Road</i>	E-Mail Address <i>jacknormandin@icloud.com</i>
City <i>Clifton Park</i>	State <i>NY</i>
	Zip <i>12065</i>
Position Applied For	Salary Desired <i>\$ 15.00</i>
Are You Available For <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Temporary	Date Available For Work <i>ASAP.</i>
How were you referred to the Town of Clifton Park? <input type="checkbox"/> Newspaper <input type="checkbox"/> Internet <input type="checkbox"/> Civil Service Job Posting <input type="checkbox"/> Walk-in <input type="checkbox"/> Employee Referral <input checked="" type="checkbox"/> Other <i>Friends, The Spinichs</i>	
Are you currently employed? If yes, may we contact your employer to obtain employment information?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever filed an application or interviewed for employment with the Town of Clifton Park? If yes, give month and year _____ / _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been employed with the Town of Clifton Park before? If yes, give dates From _____ / _____ / _____ To _____ / _____ / _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you legally eligible for employment in the United States? <i>Employment eligibility verification will be required upon employment.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If you are under 18 years of age, can you provide required proof of your eligibility to work?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
If you have been provided with a job description for the position for which you are applying, are you able to perform the essential functions of the position with or without reasonable accommodation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Type of School Attended	Name and Location of School	Number of Years Completed (do not give fractions)	Course of Study	Diploma or Degree Obtained
High School or Preparatory School	<i>Shenendehowa</i>	<i>4</i>	-	-
College	<i>Rivier University</i>	<i>4</i>	<i>Sport Management</i>	<i>Bachelor</i>
Other				

SKILLS	Typing Speed: <u>40</u> WPM	Data Entry: _____	# Numeric Keystrokes/Hour _____	# Alpha Keystrokes/Hour _____
	Computer Skills:			
	List certificates, licenses (including driver license or CDL endorsement) or professional achievements that would support your qualifications for employment:		List any additional skills, technical or professional knowledge that you feel would support your application:	
If you are applying for a position which requires a Commercial Driver License, provide Driver License Number here:				

List your previous four (4) employers whether or not they seem relevant to the position for which you are applying.

Present or Last Employer				
Name of Employer	<u>Pier One</u>	Phone Number	<u>518-371-3835</u>	
Address	<u>304 Clifton Park Center Road</u>	City	<u>Clifton Park</u>	State <u>NY</u> Zip <u>12065</u>
Employment Dates (Month/Year)	From <u>Dec. 2019</u>	To <u>March 2020</u>	Salary <u>15.00</u>	Hours per Week <u>20</u>
Title of Position	<u>Stock Room</u>		Name and Title of Supervisor <u>Steve Connie,</u>	
Description of duties, responsibilities and significant accomplishments <u>Organize Stock Room, Take Things off Truck and Bring Them into The Store</u>				
Reason for leaving <u>To Go Back To School</u>				

Next Previous Employer				
Name of Employer	<u>MicroGem Bio</u>	Phone Number	<u>-</u>	
Address	<u>9 Hudson Road</u>	City	<u>Hudson</u>	State <u>NH</u> Zip <u>03060</u>
Employment Dates (Month/Year)	From <u>May 2021</u>	To <u>Sept. 2021</u>	Salary <u>12.00</u>	Hours per Week <u>40</u>
Title of Position	<u>Intern</u>		Name and Title of Supervisor <u>Tyler McCrady,</u>	
Description of duties, responsibilities and significant accomplishments <u>Look over Shipping and Receiving, Edit and update Excel Documents</u>				
Reason for leaving <u>To Go Back To School</u>				

Next Previous Employer				
Name of Employer			Phone Number	
Address	City	State	Zip	
Employment Dates (Month/Year)	From	To	Salary	Hours per Week
Title of Position	Name and Title of Supervisor			
Description of duties, responsibilities and significant accomplishments				
Reason for leaving				

Next Previous Employer			
Name of Employer		Phone Number	
Address	City	State	Zip
Employment Dates (Month/Year) From		To	Salary
Title of Position		Hours per Week	
Name and Title of Supervisor			
Description of duties, responsibilities and significant accomplishments			
Reason for leaving			

U.S. MILITARY HISTORY			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
U.S. Military Branch	Entry Date	Discharge Date	Training or Specialty

References (Other than relatives or former supervisors; list three)			
Name/Occupation	John Coletta / Highschool Gym Teacher		Phone Number
Address	City	State	Zip
			Years Known
Name/Occupation	Nicole Spulnick / Highschool Math Teacher		Phone Number
Address	City	State	Zip
			Years Known
Name/Occupation	Craig Kolek / College Volleyball Coach		Phone Number
Address	City	State	Zip
			Years Known

Conviction Record Status		
Have you ever been convicted of and/or plead guilty to a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Have you been convicted of and/or plead guilty to a misdemeanor within the past five years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If you answered 'yes' to either question, please provide additional information such as the crime(s), date(s), court location, sentencing information, disposition of sentence, and rehabilitation completed. Please note that a 'yes' answer to this question does not necessarily disqualify an applicant from employment with the Town. The nature of the violation and all other appropriate circumstances will be considered. The Town reserves the right to reject individuals for employment based on job-related convictions.		
Date	County/State	Conviction/Explanation

I certify that the facts contained on this application are true and complete to the best of my knowledge. I understand that any misrepresentation is cause for voiding this application or termination of employment, if hired. I authorize investigation of any information provided on this application form. I also authorize investigation of my employment record and references, and release all parties from all liability for any damage that may result from furnishing same to you. I understand and agree that, if hired, my employment is for no definite period and may be terminated at any time, subject to applicable federal, state and/or local rules and regulations and/or collective bargaining agreements. For positions subject to the federal Department of Transportation regulations regarding controlled substances and alcohol use testing (Part 382), I understand that as a condition for employment with the Town of Clifton Park, a pre-employment controlled substance test will be required and must be passed.

Date: 5/12/22 Signature of Applicant: [Signature]

TOWN OF CLIFTON PARK Employment Application

Please TYPE or PRINT clearly. This application must be completed and signed personally by the applicant. Each question must be answered in full. We appreciate your interest in employment with the Town of Clifton Park.

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Name (First, Middle, Last) Robert Charles Herold	Phone Number 518-852-6050
Address 585 Grooms Road	E-Mail Address herold_robert22@yahoo.com
City Clifton Park	State NY Zip 12065
Position Applied For Grounds Crew	Salary Desired
Are You Available For <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input checked="" type="checkbox"/> Temporary	Date Available For Work June 27 - August 1
How were you referred to the Town of Clifton Park? <input type="checkbox"/> Newspaper <input type="checkbox"/> Internet <input type="checkbox"/> Civil Service Job Posting <input type="checkbox"/> Walk-in <input type="checkbox"/> Employee Referral <input checked="" type="checkbox"/> Other Chris Welch	
Are you currently employed? If yes, may we contact your employer to obtain employment information?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever filed an application or interviewed for employment with the Town of Clifton Park? If yes, give month and year ____/____/____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been employed with the Town of Clifton Park before? If yes, give dates From ____/____/____ To ____/____/____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you legally eligible for employment in the United States? <i>Employment eligibility verification will be required upon employment.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If you are under 18 years of age, can you provide required proof of your eligibility to work?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
If you have been provided with a job description for the position for which you are applying, are you able to perform the essential functions of the position with or without reasonable accommodation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable

Type of School Attended	Name and Location of School	Number of Years Completed (do not give dates)	Course of Study	Diploma or Degree Obtained
High School or Preparatory School	Shenendehowa Central Schools	4		Advanced Regents
College				
Other				

SKILLS	Typing Speed: WPM	Data Entry: # Numeric Keystrokes/Hour	# Alpha Keystrokes/Hour
	Computer Skills:		
	List certificates, licenses (including driver license or CDL endorsement) or professional achievements that would support your qualifications for employment:	List any additional skills, technical or professional knowledge that you feel would support your application:	
If you are applying for a position which requires a Commercial Driver License, provide Driver License Number here:			

List your previous four (4) employers whether or not they seem relevant to the position for which you are applying.

Present or Last Employer			
Name of Employer	Shenendehowa	Phone Number	(518) 526-0772
Address	5 Chelsea Place	City	Clifton Park
		State	NY
		Zip	12065
Employment Dates (Month/Year)	From July 2020	To August 2021	Salary
			Hours per Week 40
Title of Position	Grounds Keeper	Name and Title of Supervisor	Art Waite
Description of duties, responsibilities and significant accomplishments			
Linetrimming, mulching, weeding, digging			
Reason for leaving			
Temporary worker			

Next Previous Employer			
Name of Employer		Phone Number	
Address		City	
		State	
		Zip	
Employment Dates (Month/Year)	From	To	Salary
			Hours per Week
Title of Position		Name and Title of Supervisor	
Description of duties, responsibilities and significant accomplishments			
Reason for leaving			

Next Previous Employer			
Name of Employer		Phone Number	
Address		City	
		State	
		Zip	
Employment Dates (Month/Year)	From	To	Salary
			Hours per Week
Title of Position		Name and Title of Supervisor	
Description of duties, responsibilities and significant accomplishments			
Reason for leaving			

Next Previous Employer			
Name of Employer		Phone Number	
Address	City	State	Zip
Employment Dates (Month/Year) From		To	Salary
Title of Position		Hours per Week	
Name and Title of Supervisor			
Description of duties, responsibilities and significant accomplishments			
Reason for leaving			

U.S. MILITARY HISTORY			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
U.S. Military Branch	Entry Date	Discharge Date	Training or Specialty

References (Other than relatives or former supervisors, list three)			
Name/Occupation	Ant Waite	Phone Number	(518) 526-0772
Address	City Clifton Park State NY Zip 12065	Years Known	3
Name/Occupation	Chris Welch	Phone Number	(518) 944-5028
Address	City Clifton Park State NY Zip 12065	Years Known	2
Name/Occupation	Isaac Long	Phone Number	(518) 506-0512
Address	City Clifton Park State NY Zip 12065	Years Known	10

Conviction Record Status		
Have you ever been convicted of and/or plead guilty to a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Have you been convicted of and/or plead guilty to a misdemeanor within the past five years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If you answered 'yes' to either question, please provide additional information such as the crime(s), date(s), court location, sentencing information, disposition of sentence, and rehabilitation completed. Please note that a 'yes' answer to this question does not necessarily disqualify an applicant from employment with the Town. The nature of the violation and all other appropriate circumstances will be considered. The Town reserves the right to reject individuals for employment based on job-related convictions.		
Date	County/State	Conviction/Explanation

I certify that the facts contained on this application are true and complete to the best of my knowledge. I understand that any misrepresentation is cause for voiding this application or termination of employment, if hired. I authorize investigation of any information provided on this application form. I also authorize investigation of my employment record and references, and release all parties from all liability for any damage that may result from furnishing same to you. I understand and agree that, if hired, my employment is for no definite period and may be terminated at any time, subject to applicable federal, state and/or local rules and regulations and/or collective bargaining agreements. For positions subject to the federal Department of Transportation regulations regarding controlled substances and alcohol use testing (Part 382), I understand that as a condition for employment with the Town of Clifton Park, a pre-employment controlled substance test will be required and must be passed.

Date: 5/12/22 Signature of Applicant: Robert Herald

Resolution No. _____ of 2022, a resolution authorizing the replacement of the pool liner at the Country Knolls Pool.

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

WHEREAS, the Supervisor wishes to replace the liner at the Country Knolls Pool, and

WHEREAS, Barton & Loguidice was retained to prepare job specifications and bid documents for the project, and advertised for sealed bids, which were opened on March 31, 2022, and

WHEREAS, Patterson-Stevens, Inc. submitted the sole bid in the amount of \$363,00.00 for the project, and

WHEREAS, the Barton & Loguidice has recommended that Patterson-Stevens, Inc. be authorized to replace the pool liner, for an amount not to exceed \$363,000; now, therefore, be it

RESOLVED, that the pool liner replacement of the Country Knolls Pool is awarded to Patterson-Stevens, Inc., Tonawanda, NY at a cost not to exceed \$363,000, with a transfer from Unassigned Balance of the General Fund to A-7151-200 (Country Knolls Pool – Equipment), pending a review of the potential transfer of the Pool from the Longkill #1 Park District to the Town; and be it, further

RESOLVED, that Barton & Loguidice is authorized to issue a notice to proceed to Patterson-Stevens, Inc. for the acquisition of materials and supplies necessary for the project, which will begin after the close of the 2022 pool season.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, May 10, 2022 7:56 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-16-2022 Buildings & Grounds
Attachments: 627a52c86220e-CK Pool liner notice to bid.22.docx; 627a52c862549-pool liner bid PS.22-Country Knolls.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: **dclemens@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P.Barrett**

Requested Meeting Date: **05-16-2022**

Brief Description: **Hire Patterson Stevens Inc. to replace the pool liner at Country Knolls pool for \$363,000.00 as recommended by Barton & Loguidice from sealed bid opened March 31, 2022**

Budget #: **Not sure**
Budget Description:
\$ Amount: **\$363,000.00**

Additional Comments/Details: **I am waiting on a letter of recommendation from the engineer, which I was supposed to have had yesterday. I will send it along as soon as I get it**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

CK POOL LINER REPLACEMENT BID 3/31/2022 @ 2PM

Company Name	Lump Sum	#1 Additive	#2 Additive	#3 Additive
Fatterson-Stevens Inc.	\$ 363,000.00	\$ 46,000	\$ 160. per SF	\$ 180 per SF

Barton & Loguidice

May 9, 2022

Phil Barrett, Town Supervisor
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12065

Re: Clifton Park Country Knolls Pool Liner Replacement Project

Subj: Recommendation for Award of Contract

File: 1646.011.001

Dear Supervisor Barrett:

We have reviewed the bids submitted and opened at 2:00 p.m. on March 17, 2022 at Town Hall, 1 Town Hall Plaza, Clifton Park, New York 12065. One (1) Bid was received for General Construction; a Canvass of Bids is attached.

The apparent low Bid for Contract No. 1 – Clifton Park Locust Lane Pool Liner Replacement Project was submitted by Patterson Stevens, Inc., as follows:

Lump Sum Base Bid	\$363,000
Additive Bid Item # 1	\$46,000
Additive Bid Item # 2	\$160 Add/\$160 Deduct
Additive Bid Item # 3	\$180 Add/\$180 Deduct

No informalities were contained within the apparent low Bid. Based on discussions with the apparent low Bid Contractor, they have stated that there are no errors or omissions in their Bid and they understood the project milestones, schedule and the liquated damages and will enter into a Contract with the Town of Clifton Park if awarded the project.

The apparent low Bid amount is above the Engineer's Opinion of Probable Construction Cost for the project. This is attributable to the specialty nature of the work and the limited number of potential bidders as exemplified by the quantity and range of bids received as well as current supply chain issues that have been effecting the construction industry. Given these issues, it is unlikely that rebidding the project will provide a reduction in the project cost.

Supervisor Barrett
Town of Clifton Park
May 9, 2022
Page 2



In consideration of the above information, if the Town of Clifton Park chooses to proceed with the project, B&L recommends that the Town proceed with the apparent low Bidder, Patterson Stevens, Inc. for the Lump Sum Bid Contract Amount of \$363,000. Based on our understanding the Wade Pool Liner was replaced only a few years ago so that demo/replacement work (Additive Bid Item No. 1) could be not completed at this time.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink that reads "Zachary Comstock". The signature is written in a cursive style.

Zachary Comstock, R.A., R.L.A.
Project Architect

ZDC/jms

Attachment



LIST OF BIDS

Project:: Clifton Park Country Knolls Pool Liner Replacement Project
Contract No. 1 - General Construction
Owner: Town of Clifton Park
Engineer: Barton & Loguidice, D.P.C.
Syracuse, New York

B&L Project No.: 1646.011.001

Date: March 31, 2022

Time: 2:00 P.M.

The following is an unofficial tabulation of the bids as compiled at the bid opening.

BIDDER & ADDRESS	BID ITEM NO. 1	BID SECURITY
Patterson-Stevens, Inc. 400 Sawyer Avenue Tonawanda, NY 14150 (716) 873-5300	Lump Sum - \$363,000 Additive Bid No. 1 - \$46,000 Additive Bid No. 2 - 160 Add, \$160 Deduct Additive Bid No. 3 - \$180 Add, \$180 Deduct	Bid Bond

COPY

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

CONTRACT NO. 1 – GENERAL CONSTRUCTION**

FEBRUARY 2022

PREPARED BY:

**BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE
SUITE 200
ALBANY, NEW YORK 12205**

BID PACKAGES SUBMITTED BY:

Name of Company: Patterson-Stevens, Inc.
Address: 400 Sawyer Avenue
Tonawanda, NY 14150
Phone: (716) 873-5300

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-4: All blanks appropriately filled in ink with both words and figures, and signed where applicable.

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature.

BIDDER'S STATEMENT ON SEXUAL HARASSMENT, Page 00 03 76-1: Requires completion and Bidder's signature.

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1: Requires Bidder's signature.

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative.

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO.1 – GENERAL CONSTRUCTION
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, Town of Clifton Park Country Knolls Pool Liner Replacement required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

<u>Three Hundred Sixty-Three Thousand</u>	<u>\$363.000</u>	<u>00</u>
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Additive Bid Items

1. Additive Bid No. 1: Wade Pool Liner Demolition and New Liner: Lump sum cost for the removal of existing liner and installation of new liner and accessory components and resetting coping stones, as described in Section 00 01 60.17 and shown on plans.

<u>Forty-Six Thousand</u>	<u>\$46.000</u>	<u>00</u>
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

2. Additive Bid No. 2: Add/Deduct Unit price cost for the repair of the existing concrete pool walls and floor with a depth of 2" or less (per square foot of concrete wall and floor repairs) as described in Section 00 01 60.17.

Add/Deduct:

<u>One Hundred Sixty</u>	<u>\$160</u>	<u>00</u>	Per SF
(Price Written in Words)	Dollars	Cents	
	(Price Written in Figures)		

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO.1 – GENERAL CONSTRUCTION
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

3. Additive Bid No. 3: Add/Deduct Unit price cost for the repair of the existing concrete pool walls and floor with a depth of 2" to 6" (per square foot of concrete wall and floor repairs) as described in Section 00 01 60.17.

Add/Deduct:

<u>One Hundred Eighty</u>	<u>\$180</u>	<u>00</u>	Per SF
(Price Written in Words)	Dollars	Cents	
	(Price Written in Figures)		

Acknowledgement of Addenda

Addendum No.

Date Received

1

March 14, 2022

2

March 18, 2022

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO.1 – GENERAL CONSTRUCTION
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: Patterson-Stevens, Inc.
Contact Name: Todd Dowling
Address: 400 Sawyer Avenue
City, State, Zip: Tonawanda, NY 14150
Telephone/Fax: (716) 873-5300
Email: tdowling@pattersonstevens.com
FEIN:
(Federal Employee
Identification Number) 16-0978209

SECTION 00 03 70

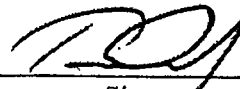
BID FOR CONSTRUCTION OF
CONTRACT NO.1 – GENERAL CONSTRUCTION
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a ~~certified check*~~, ~~cash*~~, or a bid bond* for the sum of 5% of Total Bid (\$5% of Total Bid) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated March 30, 2022 ** Patterson-Stevens, Inc., a corporation organized under the laws of New York State.



Signature of Bidder

Print Name of Signer of Bid Todd Dowling, Vice President

Address 400 Sawyer Avenue
Tonawanda, NY 14150

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

SECTION 00 03 76

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

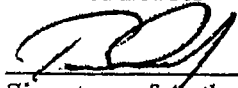
In accordance with State Finance Law §139-L, which generally prohibits the Owner from entering into contracts pursuant to the Bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

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 201-g of the Labor Law.

Dated: March 30, 2022

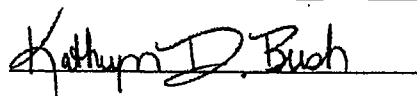
Tonawanda, New York

Patterson-Stevens, Inc.
Name of Bidder


Signature of Authorized Official

Todd Dowling, Vice President
Printed or Typed Name of Official and Title

Sworn to before me this
30th day of March, 2022




KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2025

SECTION 00 04 80

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not 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
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: Patterson-Stevens, Inc.

By: 
Todd Dowling

Title: Vice President

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Clifton Park, Town Hall, One Town Hall Plaza, Clifton Park, NY 12065

We have reviewed the Bid of Patterson-Stevens, Inc.

(Contractor)

of 400 Sawyer Avenue, Tonawanda, NY 14150

(Address)

for Town of Clifton Park Country Knolls Pool Liner Replacement Contract No. 1 - General Construction

(Project)

Bids for which will be received on March 31st, 2022

(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

WITNESS:

Attest:

Antonio Rivera

Merchants Bonding Company (Mutual)

Victoria Rivera

Surety's Authorized Signature(s) Victoria Rivera, Attorney-in-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bradley J Hall; Carl Belzaira; Christopher D Ross; Michael R Lawley; Monique Kocienski; Philip M Andolina; Timothy M Toole; Tracy Alessi; Vicki Beutel; Victoria Rivera; William J Lawley Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of June, 2021

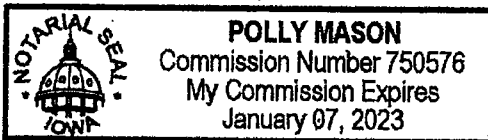


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of June, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

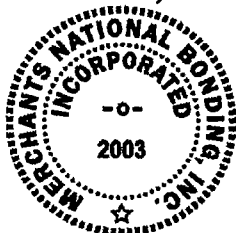


(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of March, 2022



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Admitted Assets	<u>Dec. 31, 2020</u>
Cash and Invested Assets		
Bonds		\$ 171,268,593
Common Stocks		64,223,827
Real Estate		12,225,554
Cash and Short-Term Investments		14,992,009
Other Invested Assets		<u>1,100,043</u>
Total Cash and Invested Assets		263,810,026
Investment Income Due and Accrued		1,009,338
Premiums in the Course of Collection		12,599,467
Reinsurance Recoverable from Reinsurers		(20,072)
Current Federal Income Taxes Recoverable		468,976
Receivable from Affiliate		12,440,415
Other Assets		<u>10,166,931</u>
Total Admitted Assets		<u>\$ 300,475,081</u>
Liabilities & Surplus		
Liabilities		
Losses		\$ 10,500,255
Reinsurance Payable on Paid Losses and LAE		71,712
Loss Adjustment Expenses		9,463,529
Commissions Payable		2,404,302
Other Expenses		5,982,692
Taxes, Licenses, and Fees		323,386
Net Deferred Tax Liability		50,565
Unearned Premiums		55,580,555
Dividends Declared to Policyholders		4,916,377
Reinsurance Payable to Reinsurers		3,282,812
Amounts Withheld for Others		<u>11,794,766</u>
Total Liabilities		104,370,951
Surplus		
Total Liabilities and Policyholders' Surplus		<u>\$ 300,475,081</u>

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2020, to the best of my knowledge and belief.


 Don Blum, CFO & Treasurer

March 2, 2021
 Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Patterson-Stevens, Inc.
400 Sawyer Avenue
Tonawanda, NY 14150

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

Town of Clifton Park
Town Hall, One Town Hall Plaza
Clifton Park, NY 12065

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Town of Clifton Park Country Knolls Pool Liner Replacement Contract No. 1 - General Construction

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of March, 2022


(Witness) Kathryn D. Bush

Patterson-Stevens, Inc.

(Principal)

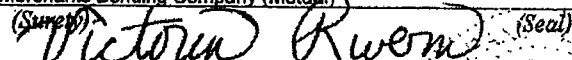
(Title) Todd Dowling, Vice President

Merchants Bonding Company (Mutual)

(Surety)

(Title) Victoria Rivera, Attorney-in-Fact


(Witness) Antonio Rivera


(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of June, 2021.

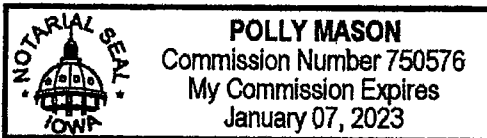


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of June, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of March, 2022.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2020</u>
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 171,268,593
Common Stocks	64,223,827
Real Estate	12,225,554
Cash and Short-Term Investments	14,992,009
Other Invested Assets	1,100,043
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Losses	\$ 10,500,255
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Other Expenses	5,982,692
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Reinsurance Payable to Reinsurers	3,282,812
Amounts Withheld for Others	11,794,766
Total Liabilities	<u>104,370,951</u>
Surplus	
Total Liabilities and Policyholders' Surplus	<u>\$ 300,475,081</u>

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2020, to the best of my knowledge and belief.


 Don Blum, CFO & Treasurer

March 2, 2021
 Date

street
 6700 Westown Parkway
 West Des Moines, IA 50266-7754

mailing
 P.O. Box 14498
 Des Moines, IA 50306-3498

toll free 800.678.8171
 local 515.243.8171
 fax 515.243.3854

email info@merchantsbonding.com
 website merchantsbonding.com

TOWN OF CLIFTON PARK
SARATOGA COUNTY
STATE OF NEW YORK
NOTICE TO BIDDERS
POOL LINER REPLACEMENT

Sealed bids for the furnishing of all labor and material necessary for the construction of the Town of Clifton Park Country Knolls Pool Liner Replacement will be received by the Town of Clifton Park Town Clerk, 1 Town Hall Plaza until 2:00 P.M. local time Thursday, March 17, 2022, at which time and place they will be publicly opened and read aloud. Bids will be addressed to Town Clerk, Town of Clifton Park, 1 Town Hall Plaza, Clifton Park, NY 12065. Bids shall be in sealed envelopes bearing the name and address of the Bidder and the subject of the Bid. Original and one copy each shall be submitted.

Bids will be received for the following Contract:

Base Bid

Contract No. 1 - General Construction: Construction includes, but is not limited to, the following: Liner removal, selective demolition, concrete pool wall and floor repair identified on Contract Drawings, resetting existing concrete copings, installation of pool liner and accessories for the existing main pool.

Additive Bid Items

Additive Bid No. 1: Liner removal, selective demolition, concrete pool wall and floor repair, resetting existing concrete copings, installation of pool liner and accessories for the existing wade pool.

Additive Bid No. 2: Add/deduct unit price cost for the repair of the existing concrete pool walls and floor with a depth of 2" or less greater than or less than the area included in the Base Bid (per square foot of concrete wall and floor repairs).

Additive Bid No. 3: Add/deduct unit price cost for the repair of the existing concrete pool walls and floor with a depth of 2" to 6" greater than or less than the area included in the Base Bid (per square foot of concrete wall and floor repairs).

All Contract Documents may be examined at the office of Barton & Loguidice, D.P.C., 10 Airline Drive, Suite 200, Albany, New York 12205, or at the Office of the Town Clerk, Clifton Park Town Hall, 1 Town Hall Plaza, Clifton Park, New York 12065. Contract Documents will be provided electronically on compact disc (CD) in pdf format and may be obtained from Barton & Loguidice, D.P.C. All handling costs shall be the responsibility of the Bidder.

Each bid must be accompanied by security in an amount not less than five per centum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

A Pre-Bid Meeting will be held at the Town of Clifton Park Country Knolls Pool, 9 Burning Bush Boulevard, Ballston Lake, NY 12019 on Thursday, March 3, 2022 at 1:00 p.m. The meeting is optional, but all prospective Bidders are encouraged to attend.

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Clifton Park prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The Town Board reserves the right to waive any information or informalities in the Bid and to reject any or all Bids.

Project Contacts:

Zachary Comstock
Barton & Loguidice, D.P.C.
Tel: (315) 457-5200

Phil Barrett, Town Supervisor
Town of Clifton Park
Tel: (518) 371-6651

BY ORDER OF THE TOWN BOARD
TOWN OF CLIFTON PARK
TERESA J. BROBSTON
TOWN CLERK

Barton &Loguidice

May 9, 2022

Phil Barrett, Town Supervisor
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12065

Re: Clifton Park Country Knolls Pool Liner Replacement Project

Subj: Recommendation for Award of Contract

File: 1646.011.001

Dear Supervisor Barrett:

We have reviewed the bids submitted and opened at 2:00 p.m. on March 17, 2022 at Town Hall, 1 Town Hall Plaza, Clifton Park, New York 12065. One (1) Bid was received for General Construction; a Canvass of Bids is attached.

The apparent low Bid for Contract No. 1 – Clifton Park Locust Lane Pool Liner Replacement Project was submitted by Patterson Stevens, Inc., as follows:

Lump Sum Base Bid	\$363,000
Additive Bid Item # 1	\$46,000
Additive Bid Item # 2	\$160 Add/\$160 Deduct
Additive Bid Item # 3	\$180 Add/\$180 Deduct

No informalities were contained within the apparent low Bid. Based on discussions with the apparent low Bid Contractor, they have stated that there are no errors or omissions in their Bid and they understood the project milestones, schedule and the liquated damages and will enter into a Contract with the Town of Clifton Park if awarded the project.

The apparent low Bid amount is above the Engineer's Opinion of Probable Construction Cost for the project. This is attributable to the specialty nature of the work and the limited number of potential bidders as exemplified by the quantity and range of bids received as well as current supply chain issues that have been effecting the construction industry. Given these issues, it is unlikely that rebidding the project will provide a reduction in the project cost.

Supervisor Barrett
Town of Clifton Park
May 9, 2022
Page 2



In consideration of the above information, if the Town of Clifton Park chooses to proceed with the project, B&L recommends that the Town proceed with the apparent low Bidder, Patterson Stevens, Inc. for the Lump Sum Bid Contract Amount of \$363,000. Based on our understanding the Wade Pool Liner was replaced only a few years ago so that demo/replacement work (Additive Bid Item No. 1) could be not completed at this time.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink that reads "Zachary Comstock". The signature is written in a cursive, flowing style.

Zachary Comstock, R.A., R.L.A.
Project Architect

ZDC/jms

Attachment



LIST OF BIDS

Project: Clifton Park Country Knolls Pool Liner Replacement Project
Contract No. 1 - General Construction
Owner: Town of Clifton Park
Engineer: Barton & Loguidice, D.P.C.
Syracuse, New York

B&L Project No.: 1646.011.001

Date: March 31, 2022

Time: 2:00 P.M.

The following is an unofficial tabulation of the bids as compiled at the bid opening.

BIDDER & ADDRESS	BID ITEM NO. 1	BID SECURITY
Patterson-Stevens, Inc. 400 Sawyer Avenue Tonawanda, NY 14150 (716) 873-5300	Lump Sum - \$363,000 Additive Bid No. 1 - \$46,000 Additive Bid No. 2 - 160 Add, \$160 Deduct Additive Bid No. 3 - \$180 Add, \$180 Deduct	Bid Bond

COPY

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT
CONTRACT NO. 1 – GENERAL CONSTRUCTION**

FEBRUARY 2022

PREPARED BY:

**BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE
SUITE 200
ALBANY, NEW YORK 12205**

BID PACKAGES SUBMITTED BY:

Name of Company: Patterson-Stevens, Inc.
Address: 400 Sawyer Avenue
Tonawanda, NY 14150
Phone: (716) 873-5300

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-4: All blanks appropriately filled in ink with both words and figures, and signed where applicable.

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature.

BIDDER'S STATEMENT ON SEXUAL HARASSMENT, Page 00 03 76-1: Requires completion and Bidder's signature.

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1: Requires Bidder's signature.

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative.

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

SECTION 00 03 70

BID FOR CONSTRUCTION OF
 CONTRACT NO.1 – GENERAL CONSTRUCTION
 TOWN OF CLIFTON PARK
 COUNTRY KNOLLS POOL LINER REPLACEMENT

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, Town of Clifton Park Country Knolls Pool Liner Replacement required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

<u>Three Hundred Sixty-Three Thousand</u>	<u>\$363,000</u>	<u>00</u>
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Additive Bid Items

1. Additive Bid No. 1: Wade Pool Liner Demolition and New Liner: Lump sum cost for the removal of existing liner and installation of new liner and accessory components and resetting coping stones, as described in Section 00 01 60.17 and shown on plans.

<u>Forty-Six Thousand</u>	<u>\$46,000</u>	<u>00</u>
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

2. Additive Bid No. 2: Add/Deduct Unit price cost for the repair of the existing concrete pool walls and floor with a depth of 2" or less (per square foot of concrete wall and floor repairs) as described in Section 00 01 60.17.

Add/Deduct:

<u>One Hundred Sixty</u>	<u>\$160</u>	<u>00</u>	Per SF
(Price Written in Words)	Dollars	Cents	
	(Price Written in Figures)		

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO.1 – GENERAL CONSTRUCTION
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

3. Additive Bid No. 3: Add/Deduct Unit price cost for the repair of the existing concrete pool walls and floor with a depth of 2" to 6" (per square foot of concrete wall and floor repairs) as described in Section 00 01 60.17.

Add/Deduct:

<u>One Hundred Eighty</u>	<u>\$180</u>	<u>00</u>	Per SF
(Price Written in Words)	Dollars	Cents	(Price Written in Figures)

Acknowledgement of Addenda

Addendum No.

Date Received

1

March 14, 2022

2

March 18, 2022

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO.1 – GENERAL CONSTRUCTION
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: Patterson-Stevens, Inc.
Contact Name: Todd Dowling
Address: 400 Sawyer Avenue
City, State, Zip: Tonawanda, NY 14150
Telephone/Fax: (716) 873-5300
Email: tdowling@pattersonstevens.com
FEIN:
(Federal Employee
Identification Number) 16-0978209

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO.1 – GENERAL CONSTRUCTION
TOWN OF CLIFTON PARK
COUNTRY KNOLLS POOL LINER REPLACEMENT

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a ~~certified check*~~, ~~cash*~~, or a bid bond* for the sum of 5% of Total Bid (~~\$5% of Total Bid~~) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated March 30, 2022 ** Patterson-Stevens, Inc., a corporation organized under the laws of New York State.



Signature of Bidder

Print Name of Signer of Bid Todd Dowling, Vice President
Address 400 Sawyer Avenue
Tonawanda, NY 14150

- * Cross out designations not applicable.
- ** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

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

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

SECTION 00 03 76

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I

In accordance with State Finance Law §139-L, which generally prohibits the Owner from entering into contracts pursuant to the Bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

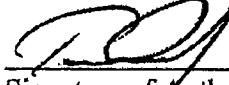
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention 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 201-g of the Labor Law.

Dated: March 30, 2022

Tonawanda, New York

Patterson-Stevens, Inc.

Name of Bidder



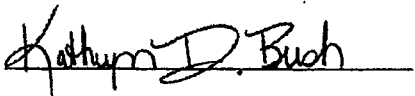
Signature of Authorized Official

Todd Dowling, Vice President

Printed or Typed Name of Official and Title

Sworn to before me this

30th day of March, 2022



KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2025

SECTION 00 04 80

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not 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
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: Patterson-Stevens, Inc.

By: 
Todd Dowling

Title: Vice President

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Clifton Park, Town Hall, One Town Hall Plaza, Clifton Park, NY 12065

We have reviewed the Bid of Patterson-Stevens, Inc.
(Contractor)

of 400 Sawyer Avenue, Tonawanda, NY 14150
(Address)

for Town of Clifton Park Country Knolls Pool Liner Replacement Contract No. 1 - General Construction
(Project)

Bids for which will be received on March 31st, 2022
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

WITNESS:
Attest:

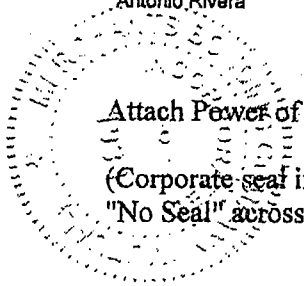
Antonio Rivera
Antonio Rivera

Merchants Bonding Company (Mutual)

Victoria Rivera
Surety's Authorized Signature(s) Victoria Rivera, Attorney-in-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)



END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bradley J Hall; Carl Belzaira; Christopher D Ross; Michael R Lawley; Monique Kocłenski; Philip M Andolina; Timothy M Toole; Tracy Alessi; Vicki Beutel; Victoria Rivera; William J Lawley Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

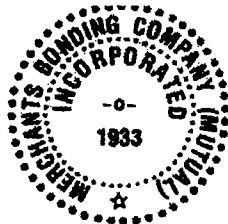
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of June, 2021.



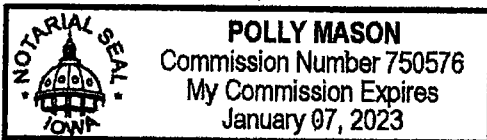
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of June, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of March, 2022.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2020</u>
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 171,268,593
Common Stocks	64,223,827
Real Estate	12,225,554
Cash and Short-Term Investments	14,992,009
Other Invested Assets	<u>1,100,043</u>
Total Cash and Invested Assets	263,810,026
Investment Income Due and Accrued	1,009,338
Premiums in the Course of Collection	12,599,467
Reinsurance Recoverable from Reinsurers	(20,072)
Current Federal Income Taxes Recoverable	468,976
Receivable from Affiliate	12,440,415
Other Assets	<u>10,166,931</u>
Total Admitted Assets	<u>\$ 300,475,081</u>
Liabilities & Surplus	
Liabilities	
Losses	\$ 10,500,255
Reinsurance Payable on Paid Losses and LAE	71,712
Loss Adjustment Expenses	9,463,529
Commissions Payable	2,404,302
Other Expenses	5,982,692
Taxes, Licenses, and Fees	323,386
Net Deferred Tax Liability	50,565
Unearned Premiums	55,580,555
Dividends Declared to Policyholders	4,916,377
Reinsurance Payable to Reinsurers	3,282,812
Amounts Withheld for Others	<u>11,794,766</u>
Total Liabilities	104,370,951
Surplus	<u>196,104,130</u>
Total Liabilities and Policyholders' Surplus	<u>\$ 300,475,081</u>

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2020, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer

March 2, 2021
Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Patterson-Stevens, Inc.
400 Sawyer Avenue
Tonawanda, NY 14150

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

Town of Clifton Park
Town Hall, One Town Hall Plaza
Clifton Park, NY 12065

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Town of Clifton Park Country Knolls Pool Liner Replacement Contract No. 1 - General Construction

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

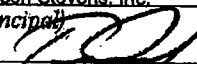
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

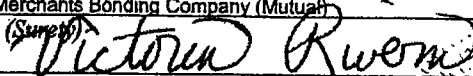
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2022


(Witness) Kathryn D. Bush

Patterson-Stevens, Inc.
(Principal)  (Seal)

(Title) Todd Dowling, Vice President

Merchants Bonding Company (Mutual)
(Surety)  (Seal)


(Witness) Antonio Rivera

(Title) Victoria Rivera, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually, Bradley J Hall; Carl Belizaire; Christopher D Ross; Michael R Lawley; Monique Kocienski; Philip M Andolina; Timothy M Toole; Tracy Alessi; Vicki Beutel; Victoria Rivera; William J Lawley Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of June, 2021.



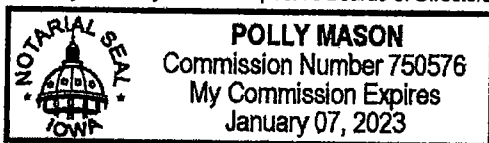
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of June, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of March, 2022.



William Warner Jr.
Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2020</u>
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 171,268,593
Common Stocks	64,223,827
Real Estate	12,225,554
Cash and Short-Term Investments	14,992,009
Other Invested Assets	<u>1,100,043</u>
Total Cash and Invested Assets	263,810,026
Investment Income Due and Accrued	1,009,338
Premiums in the Course of Collection	12,599,467
Reinsurance Recoverable from Reinsurers	(20,072)
Current Federal Income Taxes Recoverable	468,976
Receivable from Affiliate	12,440,415
Other Assets	<u>10,166,931</u>
Total Admitted Assets	<u>\$ 300,475,081</u>
Liabilities & Surplus	
Liabilities	
Losses	\$ 10,500,255
Reinsurance Payable on Paid Losses and LAE	71,712
Loss Adjustment Expenses	9,463,529
Commissions Payable	2,404,302
Other Expenses	5,982,692
Taxes, Licenses, and Fees	323,386
Net Deferred Tax Liability	50,565
Unearned Premiums	55,580,555
Dividends Declared to Policyholders	4,916,377
Reinsurance Payable to Reinsurers	3,282,812
Amounts Withheld for Others	<u>11,794,766</u>
Total Liabilities	104,370,951
Surplus	<u>196,104,130</u>
Total Liabilities and Policyholders' Surplus	<u>\$ 300,475,081</u>

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2020, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer

March 2, 2021
Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

CONTRACT DOCUMENTS

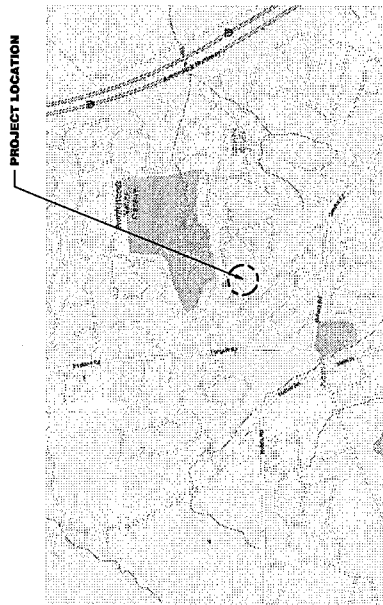
TOWN OF CLIFTON PARK COUNTRY KNOLLS POOL LINER REPLACEMENT PROJECT

TOWN OF CLIFTON PARK
SARATOGA COUNTY, NEW YORK

FEBRUARY 2022

**Barton
&Loguidice**

PROJECT NO. 1646.011.001



LOCATION PLAN
NOT TO SCALE

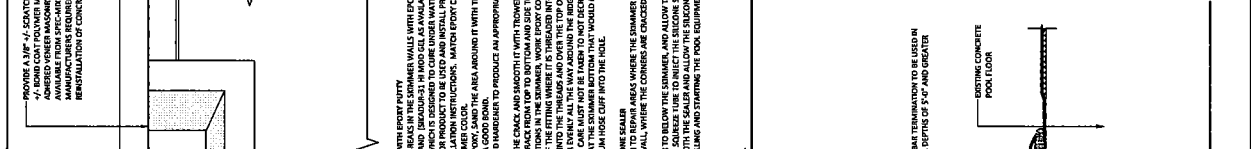
SHEET INDEX

SHEET NO.	SHEET TITLE
C-1	EXISTING/DEMOLITION POOL SITE PLAN & REPAIR DETAILS
C-2	POOL SITE PLAN
C-3	POOL DETAILS & NOTES
C-4	POOL DETAILS & NOTES

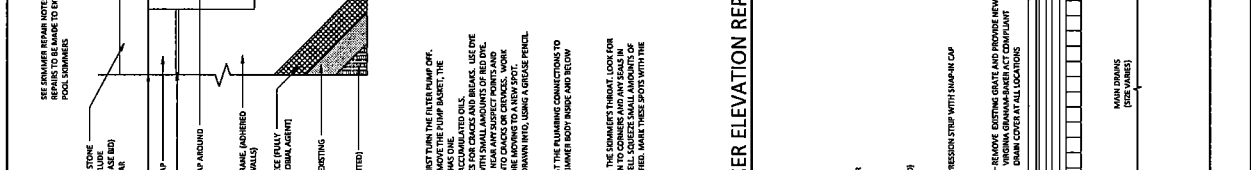
IT IS A CONDITION OF SALE FOR ANY PERSON, INCLUDING THE CLIENT, TO ACT UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT. ANY USE OF THESE DRAWINGS FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF BARTON & LOGUIDICE ARCHITECTS, P.C. IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF NEW YORK.

**TOWN OF CLIFTON PARK
 COUNTRY KNOLLS POOL LINER REPLACEMENT PROJECT**

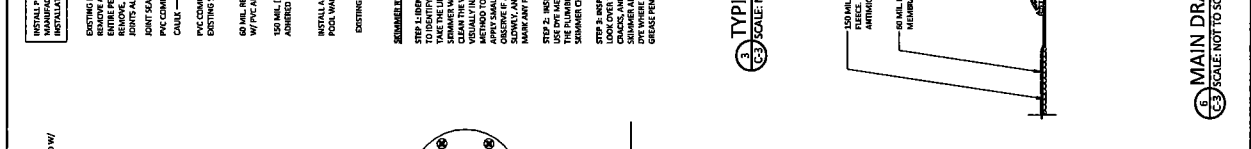
POOL DETAILS & NOTES
 TOWN OF CLIFTON PARK
 SARATOGA COUNTY, NEW YORK



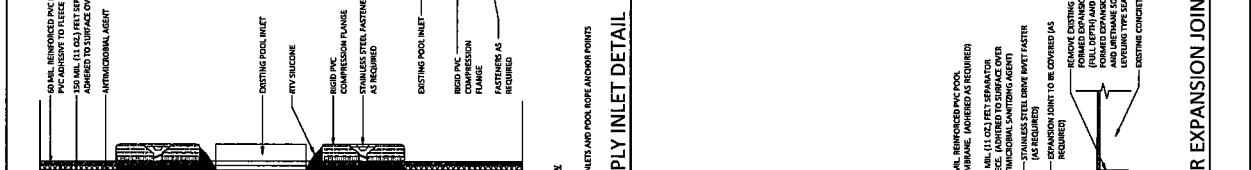
4 TYPICAL WALL MEMBRANE TERMINATION DETAIL
 SCALE: NOT TO SCALE



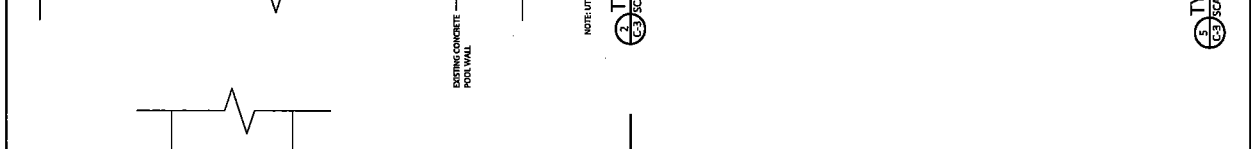
5 TYPICAL WALL TO FLOOR TRANSITION DETAIL
 SCALE: NOT TO SCALE



6 MAIN DRAIN DETAIL
 SCALE: NOT TO SCALE



3 TYPICAL SKIMMER ELEVATION REPAIR DETAIL
 SCALE: NOT TO SCALE



2 TYPICAL SUPPLY INLET DETAIL
 SCALE: NOT TO SCALE

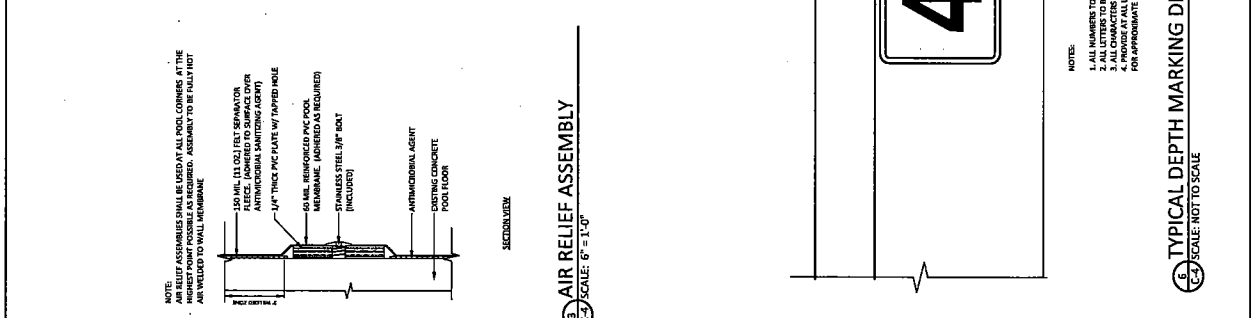


1 TYPICAL POOL LINER SYSTEM PER INSTALLATION INSTRUCTIONS
 SCALE: NOT TO SCALE

NOTES:

- INSTALL POOL LINER SYSTEM PER MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS.
- EXISTING POOL LINER SYSTEM SHALL BE REMOVED AND REPAIRED AS REQUIRED (INCLUDE REMOVE AND REPAIR ALL JOINTS, REPAIR ALL POOL LINER BLOCKS AND REPAIR ALL JOINTS ALONG ENTIRE COPING).
- PROVIDE A 3/8" - 1/2" SCRATCH COAT AND 3/8" - 1/2" BOND COAT POWDER MODIFIED ADHESIVE VENEER MORTAR MIXTURE (AS PER MANUFACTURER'S RECOMMENDATIONS) FOR REINSTALLATION OF CONCRETE COPING.
- REMOVE EXISTING GRATE AND PROVIDE NEW EXISTING GRATE AND PROVIDE NEW ANTIMICROBIAL AGENT AND LAYERS OF ANTIMICROBIAL AGENT LEVelling TYPE SUBMIT.
- REMOVE EXISTING SEALANT AND POINTED EXPANSION JOINT MATERIAL (FULL DEPTH) AND REPLACE WITH NEW ANTIMICROBIAL AGENT AND LAYERS OF ANTIMICROBIAL AGENT LEVelling TYPE SUBMIT.
- EXPANSION JOINT TO BE COVERED AS REQUIRED.
- 60 MIL REINFORCED PVC POOL LINER MEMBRANE (ADHERED TO SURFACE OVER ANTIMICROBIAL AGENT).
- 150 MIL (11 OZ) FELT SEPARATOR (ADHERED TO SURFACE OVER ANTIMICROBIAL AGENT).
- ANTIMICROBIAL AGENT.
- SEAM SEAL (ALL SEAMS).
- 2" MIN OVERLAP.
- EXISTING CONCRETE POOL WALL BLOCKS.
- BASED ON WALL CONFIGURATION.

NOTE: AIR RELIEF ASSEMBLIES SHALL BE USED AT ALL POOL CORNERS AT THE POOL FLOOR AND AT ALL POOL WALLS. AIR RELIEF ASSEMBLIES SHALL BE WELDED TO WALL MEMBRANE.



1. PUMPOUT ASSEMBLY/TYP. TEST FITTING DETAIL
 SCALE: 6" = 1'-0"



2. EMERGENCY PUMPOUT WALL ASSEMBLY DETAIL
 SCALE: 6" = 1'-0"



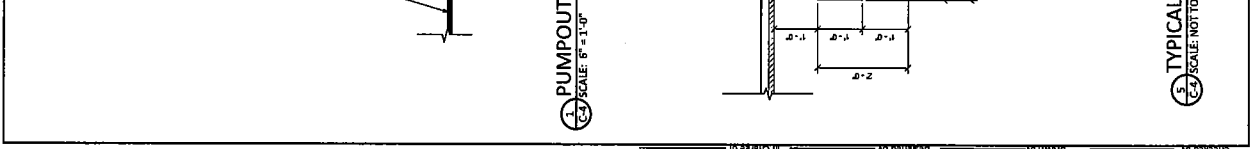
3. AIR RELIEF ASSEMBLY
 SCALE: 6" = 1'-0"



4. TYPICAL LADDER BUMPER PLATE DETAIL
 SCALE: NOT TO SCALE



5. TYPICAL WALL TARGET/LANE LINE/DEPTH CHANGE LINE DETAIL
 SCALE: NOT TO SCALE



6. TYPICAL DEPTH MARKING DETAIL
 SCALE: NOT TO SCALE

NOTE:
 1. ALL NUMBERS TO BE 4" IN HEIGHT
 2. ALL CHARACTERS TO BE BLACK ON LIGHT GRAY REDUCIBLE WITH DEPTH MARKING PLATE
 3. PROVIDE AT ALL LOCATIONS WHERE CHANGE IN DEPTH OCCURS TO MATCH EXISTING LOCATIONS, SEE POOL LITE PLAN FOR APPROXIMATE LOCATIONS

Resolution No. _____ of 2022, a resolution hiring additional seasonal staff for the 2022 Parks & Recreation Programs.

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

WHEREAS, the Town Board wishes to hire additional staff for the summer 2022 summer camp season, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs has recommended that the individuals listed in the attached Schedule A be hired; now therefore be it

RESOLVED, that the individuals listed in the attached Schedule A be hired as staff for the Town's day camps to be paid as indicated on the schedule, effective immediately through the end of the respective season.

SCHEDULE A
Additional Summer Recreation Staff

Name	Address	Position	Pay Rate	Step	Code
Lillian Fox	23 Fieldstone Dr Ballston Lake	Counselor Tiny Hands		3	A-7310-E4520
Connor Martin	15 Carpenter Way Clifton Park	Counselor Tiny Hands	13.20 hr	1	A-7310-E4520
Olivia Relyea	7 Sunrise Terrace Clifton Park	Art Specialist/ Locust Lane	341.00/wk	1	A-7310-E9000-4500
Chad Burks	483 Miller Rd Clifton Park	Art Specialist/ Okte	341.00/wk	1	A-7310-E900-4580
Zachary Casso	56 Gretel Terrace BallstonLake	Alternate counselor	13.20 hr	2	TBD

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, May 26, 2022 1:39 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Parks & Rec
Attachments: 628fbb3b8a986-2022 additional camp counselor hires.xlsx

An item has been submitted to the Resolution Request form for review.

Department: **Parks & Rec**
Your email: **astandaert@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Standaert**

Requested Meeting Date: **06-06-2022**

Brief Description: **Additional camp counselor hires**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details: **Attached is a list of additional counselors for hire, camp location and pay rate. Thank you!**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2021, a resolution hiring Amy Price-Yetto as Summer Camp Health Director for the 2021 Camp Season.

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

WHEREAS, the Town Board wishes to hire a Health Director for the Town's Summer Day Camp Programs, and

WHEREAS, the Director of Parks, Recreation, and Community Affairs, Myla Kramer, has recommended that Amy Price-Yetto, 12 Briarfield Drive, Clifton Park be hired for the position of Health Director; now therefore be it

RESOLVED, that Amy Price-Yetto is hired as Health Director for the Town's 2022 Day Camp Programs effective immediately through the end of the 2022 camp season; and be it further

RESOLVED, that Amy Price-Yetto be paid \$25.00 per hour, for 6-8 hours per week from A-7310-E9000 (General Fund – Summer Recreation – Site Directors).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, May 13, 2022 9:48 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Parks & Rec

An item has been submitted to the Resolution Request form for review.

Department: **Parks & Rec**
Your email: **mkramer@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Standaert & L. Walowit**

Requested Meeting Date: **06-06-2022**

Brief Description: **a resolution hiring Amy Price-Yetto, 12 Briarfield, Drive, Clifton Park as Health Director for the Town's 2022 summer day camps, to be paid \$25 per hour, for 6-8 per week from A-7310-E9000 (Summer Recreation-Site Directors) and as Coordinator for the CPR grant from the New York State Office of Children and Family Services through the Saratoga Youth Bureau and as an instructor for advanced American Red Cross training for summer recreation staff to be paid \$25 per hour, to be paid from A-7310-001 (summer rec-training/conf), A-7320-001 (summer rec full day-training/conf), and A-7309-83 (community programs-jr cpr grant expense). Effective immediately through August 19, 2022.**

Budget #: **A-7310-E9000, A-7310-001, A-7320-001, A-7309-83,**
Budget Description: **Summer Recreation-Site Directors, community programs-jr cpr grant expense, summer rec-training/conf, summer rec full day-training/conf**
\$ Amount: **\$25 per hour**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution authorizing inspections of the Adventure Challenge course at Collins Park.

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

WHEREAS, The Town's Adventure challenge course offers a unique aerial obstacle course consisting of tree climbing, ziplines, swing ropes and related challenges for summer recreation at Collins Park, and

WHEREAS, Project Adventure, Beverly, Massachusetts offers proprietary design, testing, and inspection services to ensure compliance with industry standards for safety and reliability of challenge course elements throughout the Northeast, and has performed safety testing on behalf of the Town for compliance with industry standards, and

WHEREAS, Project Adventure has submitted a quote for the annual inspection of the Adventure Challenge Course in the amount of \$1,855.00, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs recommends that the Board retain Project Adventure to perform the inspection, per the submitted quote; now therefore, be it

RESOLVED, that Supervisor Barrett is authorized to execute the attached contract for the professional services done by Project Adventure, Beverly, Massachusetts for an amount not to exceed \$1,855.00 to be paid from A-7621-045 (General Fund – Project Adventure – Other Program Supplies).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, May 13, 2022 9:15 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Parks & Rec
Attachments: 627e59eb4a217-2022 PA inspection contract.pdf

An item has been submitted to the Resolution Request form for review.

Department: Parks & Rec
Your email: mkramer@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P. Barrett

Requested Meeting Date: 06-06-2022

Brief Description: a resolution authorizing the supervisor to sign a contract with Project Adventure, 719 Cabot Street, Beverly, MA for the 2022 yearly inspection of the outdoor adventure course located at Collins Park at a cost of \$1,855 from A-7621-045 (adventure course-other program supply)

Budget #: A-7621-045
Budget Description: adventure course-other program supply
\$ Amount: \$1,855

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Project Adventure
Advancing Active Learning

800.468.8898
www.pa.org

Contract for Challenge Course Inspection
Contract Proposal Date: **March 10, 2022**

This is an agreement between Project Adventure, Inc. a non-profit Massachusetts corporation, referred to below in the contract as PA and Town of Clifton Park, challenge course owner and operator, and referred to in this contract as "CCO."

1. Services:

PA will provide an inspection of the challenge course owned and operated by CCO located at:
Town of Clifton Park, 525 Moe Road Collins Park, Clifton Park, NY 12065

2. The cost of the inspection will be as follows:

2022 Course Inspection: \$1,855.00

*Lift Rental & Delivery:

Total with Lift:

lift is required for indoor courses, (See #8 below).

Note: The proposed cost is valid for one hundred and twenty (120) days from the Contract Proposal Date. After one hundred and twenty (120) days, please contact PA to confirm proposed cost before executing this agreement.

3. Payment Terms: Prior to scheduling the inspection, CCO will provide a deposit of one-half of the total cost. Towns, cities, and other municipal or governmental entities may submit an approved purchase order to cover the costs of the services provided. Following the inspection, a written report and an invoice for the outstanding balance will be sent to the CCO. The invoice will be payable within thirty (30) days. Payments not received by the due date will be subject to interest of 1.6% per month from the due date (or the maximum allowable by law, whichever is less).
4. Preparing for the Course Inspection: All challenge course elements and related equipment must be available at the time of inspection. The inspection will be limited to elements and equipment that are available and to which the inspector has reasonable access. If any element or item of equipment is not available these items will not be included in the inspection report. It is the responsibility of the CCO to provide access to elements and equipment; if delays are incurred additional fees may apply and are the responsibility of the CCO. If the challenge course was not installed by PA, CCO may be asked to provide design specifications and other information about the original course installation. This may be required where important information cannot reasonably be determined by visual inspection alone.

If your equipment storage area includes equipment that has already been retired or is no longer in use, please be certain that this equipment is clearly labeled and/or removed from the storage area. CCO shall also be responsible for informing PA of all known or available information concerning any problems with any elements or equipment. In the absence of such information, PA will presume that there have been no such problems.

The course inspection is limited to the apparent physical condition of the course elements and equipment at the time of the inspection. Verification that all elements and equipment are being properly used is beyond the scope of this inspection.

5. Limitation of Liability, Release and Indemnity: Professional course inspections are a very important part of managing the risks associated with programs using challenge course elements and equipment. PA is responsible for conducting the inspection in a professional manner in compliance with standards established by the Association for Challenge Course Technology (ACCT). PA is also responsible for the actions of its employee(s) conducting the inspection. PA is not responsible for other risks associated with the ownership of and the day-to-day operation of CCO's challenge course program.

Except only as specified below, CCO agrees that the risks associated with any use of the challenge course by CCO or any person other than a PA employee or representative shall be the sole responsibility of CCO.

PA assumes no liability for injury, including death, or any other loss to any person or property, and CCO specifically agrees to release, protect and indemnify (meaning, to defend and pay or reimburse, including costs and attorneys' fees) PA, its officers, directors, employees and all others associated with it from any claim of loss arising from the use of the Challenge Course or any aspect of it. The only exception to PA's denial of liability and CCO's agreement of release and indemnity is a claim which arises solely from an error or omission in the inspection provided by PA.

Vandalism, weather, improper use or storage are among the factors that can affect the condition of the challenge course elements and equipment at any time throughout the year. It is the responsibility of the CCO to monitor the condition of the course elements and equipment on an on-going basis. In the event that any factors are observed that could affect the safety of the course elements and equipment, all use of the elements and equipment in question should be immediately discontinued until the appropriate evaluation can determine that the elements and equipment are in satisfactory condition.

6. Venue and Applicable Law – Alternative Dispute Resolution: The parties agree that any dispute between them will be governed by the substantive laws of the Commonwealth of Massachusetts. If a dispute cannot be resolved by mutual agreement the parties agree to submit to a mediator recognized by the Commonwealth of Massachusetts.
7. Entirety Clause: This document represents the complete agreement between PA and CCO. Any changes in this agreement must be approved by both parties in writing. In the event that a Court deems any part of this agreement invalid, the remaining parts of the contract remain in full force and effect.
8. Access to Indoor Course Elements - -This Section ONLY applies to Indoor Courses: If the course includes elements that are located indoors PA staff will require a suitable lift to provide access to these elements and overhead support structures.

LIFT OPTIONS – CCO of Indoor courses must check and initial one of the options below:



A suitable lift **will be** provided by the CCO.



A suitable lift **will not be** provided by CCO. A lift will be rented by PA at an additional cost.

*If providing a lift, see requirements on next page.

If the CCO agrees to provide a lift, the following conditions must be met:

- Lift must be in good working order, including, where applicable a fully charged battery.
- Lift must be available at the inspection site at the time of the scheduled inspection.
- Lift must be capable of reaching the upper levels of the course elements and the support structures (e.g. ceiling beams).

Additional information PA requires prior to rental arrangements can be made:

- Delivery drop-off location – closest entrance to indoor elements: _____
- Approximate Ceiling Height: _____
- Access restrictions to element(s) location such as ramps, stairs, doorway dimensions: _____

If the CCO is supplying a lift and it is not available at the time of inspection it will not be possible to complete the inspection which will require additional costs for rescheduling a return visit. Additional costs may also apply if incorrect or incomplete information is provided above and it leads to additional time on the job or a second visit.

9. **Staff Training:** Staff training is an essential component of any program’s risk management plan. PA and the ACCT recommend an annual training plan in the use of the challenge course to assist in the reasonable management of the risks of its operation. PA has no responsibility for providing such training unless the parties agree specifically in writing that such training will be provided by PA. PA offers Practitioner Training and Certification in compliance with ACCT standards to help ensure that program staff has developed the skills and expertise to manage the risks associated with day-to-day program operation.



initials required

CCO is current in its training plan and is declining additional training at this time.



initials required

CCO is not current in its training plan and requests a proposal for training to ensure it meets current training standards.

**Challenge Course Owner/Operator
Authorized Representative:**

Name (please print)

Name of organization

Title

Signature

Date

**Project Adventure, Inc.
Authorized Representative:**

Name (please print)

Title

Signature

Date

Proposal prepared by PA Representative:
Suzanne Beaudoin
Direct Dial: | Fax #: (978) 524-4501

Directions for returning contract:

Before sending back the contract make sure to:

- Initial each page of contract and sign last page
- Check appropriate box for lift options (for high indoor elements only)
- Check appropriate box for training plan

In order to add your site to the inspection calendar we require:

- The return of the completed contract
- PO for the total amount of contract **OR** a deposit for 50% of the total of contract

For faster scheduling service we prefer that you either

Scan and e-mail contract to inspections@pa.org or fax to 978-524-4501

If you choose to mail a hard copy of the contract please send to:

**Project Adventure, Inc.
719 Cabot Street
Beverly, MA 01915**

To call in a deposit by credit card contact the accounts receivable department at (978) 524-4674 or let us know if you would prefer us to call you.

Resolution No. _____ of 2022, a resolution hiring James Laing as a Part-time Animal Control Officer.

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

WHEREAS, an opening exists for a Part-time Animal Control Officer, and

WHEREAS, Terri Cook, Director of Animal Control, has recommended James Laing, 1 Woodside Dr., Clifton Park, to be hired provisionally for the position, pending Civil Service Certification; now, therefore, be it

RESOLVED, that James Laing is hereby hired as a Part-time Animal Control Officer for the Town of Clifton Park at Grade 3, Step 1 (\$19.71 per hour) budgeted from A-3510-E4000 (General Fund-Animal Control Part-Time Employee), effective immediately.

Resolution No. _____ of 2022, a resolution authorizing the purchase of control panels from Siewert Equipment for the pump stations in the Clifton Park Sewer District #2.

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

WHEREAS, Michael O'Brien, Collection Systems Manager, has requested authorization to purchase two control panels for the pump stations at Huntwood Dr. and Westchester Dr., respectively, in the Clifton Park Sewer District #2, and,

WHEREAS, Mr. O'Brien advises that Siewert Equipment, 10 Corporate Circle, Albany, NY provided the lowest responsive quote in an amount not to exceed \$12,047.00 for both control panels; now, therefore be it,

RESOLVED, that the Town Board authorize the purchase of two control panels for the pump stations at Huntwood and Westchester at a cost of \$6,143.00 and \$5,904.00 respectively to be paid from G11-8111-200 (Clifton Park Sewer District #2 – Sewer Contractual - Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, May 25, 2022 2:55 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Sewer
Attachments: 628e7b7a223ef-105216T QUOTE (CLIFTON PARK).pdf; 628e7b7a22623-105217T QUOTE (CLIFTON PARK).pdf; 628e7b7a226e6-Est_896 _from_ATeam_Pump_Control_Service_LLC_8972.pdf; 628e7b7a227ca-Est_897 _from_ATeam_Pump_Control_Service_LLC_8972.pdf; 628e7b7a228a6-WA-22-3134-C.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Sewer**
Your email: **mobrien@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **any**

Requested Meeting Date: **06-06-2022**

Brief Description: **Resolution authorizing the purchase of two control panels for pump stations in the Clifton Park Sewer District #2**

Budget #: **g11-8111-200**
Budget Description: **Clifton Park Sewer District #2 ^{#2} Equipment**
\$ Amount: **12,047**

Additional Comments/Details: **Seiwert Equipment was low ^{quote quote} bid. 3 Bids Received. These panels will be installed during generator upgrades**

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Albany Office
 10 Corporate Circle, Albany, NY 12203
 Phone: (518) 272-3431
 Fax: (518) 272-4406

Quote Date	April 19, 2022	Date/Rcvd		Via	
To:	Clifton Park				
Attention:	Mike O'Brien	CC:	Will Stradling		
Phone No:		Mobile:			
Fax No:		Email:			
From:	Kathy Decker				
Subject:					
File Number:	WA-22-3134-C	Rev		P	

Thank you for allowing Siewert Equipment to provide you with the following information for your panels

HUNTWOOD P.S.

One (1) Duplex control panel 5 horsepower, 200 volt, 3 phase housed in a NEMA type 4X FRP enclosure, full inner door, pump and control breakers, control circuit transformer, motor starters with overloads, H-O-As and run lights, duplex alternation, running time meters, PD-6000 level controller, two float backup circuit, high level with flash red, dry high level contacts with two (2) 30' floats.

PRICE: \$ 6,143.00
Lead Time: 8 - 10 weeks after approval
Freight: FOB Factory. Prepaid to jobsite
Start-up: Not included

WESTCHESTER P.S.

One (1) Duplex control panel 1.5 horsepower, 230 volt, 1 phase housed in a NEMA type 4X FRP enclosure, full inner door, pump and control breakers, control circuit transformer, motor starters with overloads, H-O-As and run lights, duplex alternation, running time meters, PD-6000 level controller, two float backup circuit, high level with flash red, dry high level contacts with two (2) 30' floats.

PRICE: \$ 5,904.00
Lead Time: 8 - 10 weeks after approval
Freight: FOB Factory. Prepaid to jobsite
Start-up: Not included

ROCHESTER
 175 Akron Street
 Rochester, NY 14609
 Phone: (585) 482-9640
 Fax: (585) 482-4149

ALBANY
 10 Corporate Circle
 Albany, NY 12203
 Phone: (518) 272-3431
 Fax: (518) 272-4406

BUFFALO
 2829 Wehrle Drive, Suite 12B
 Buffalo, NY 14221
 Phone: (716) 565-9403
 Fax: (716) 565-0649



Albany Office
10 Corporate Circle, Albany, NY 12203
Phone: (518) 272-3431
Fax: (518) 272-4406

If there is any further information that you need please don't hesitate to call either myself or Will Stradling at 518-272-3431.

THANK YOU.

Kathy Decker

WILL STRADLING, P.E.
MUNICIPAL SALES ENGINEER
SIEWERT EQUIPMENT
DIVISION OF CUMMINS-WAGNER-SIEWERT LLC
CELL: 518.728.2669
wstradling@siewertequipment.com

KATHY DECKER
INSIDE MUNICIPAL SALES
SIEWERT EQUIPMENT
DIVISION OF CUMMINS-WAGNER-SIEWERT LLC
DIRECT: 518.629.3107
kdecker@siewertequipment.com

S:\Kdecker\QUOTES 22\Will Stradling\WA-22-3134-C Clifton Park Mike O'Brien Panels\Quote\WA-22-3134-C.Doc

ROCHESTER

175 Akron Street
Rochester, NY 14609
Phone: (585) 482-9640
Fax: (585) 482-4149

ALBANY

10 Corporate Circle
Albany, NY 12203
Phone: (518) 272-3431
Fax: (518) 272-4406

BUFFALO

2829 Wehrle Drive, Suite 12B
Buffalo, NY 14221
Phone: (716) 565-9403
Fax: (716) 565-0649

A-Team Pump & Control Service, LLC

10 Hemlock St.
Latham, NY 12110

Estimate

Date	Estimate #
5/12/2022	896

Name / Address
CLIFTON PARK, T/O 1 TOWN HALL PLAZA CLIFTON PARK, NY 12065

Project

Description	Qty	Rate	Total
<p>ALDERON CUSTOM CONTROL PANEL FOR WESTCHESTER PUMP STATION. 1 NEMA 4X ENCLOSURE FIBERGLASS 30"X24"X12", 1 INNER DEAD FRONT DOOR, 1 1-PHASE LIGHTNING ARRESTOR, 1- 125 WATT THERMOSTAT ANTI CONDENSATION HEATER, 1- ENSTO VENT KIT NEMA 4X BREATHER, 1- MAIN/GENERATOR QOU CIRCUIT BREAKERS- MECHANICAL INTERLOCK, 1-100 VA 208/230/460 CONTROL TRANSFORMER, 2 HEAVY DUTY 22MM HOA SWITCH, 2- HEAVY DUTY 22MM PUMP RUN INDICATOR LIGHTS, 2-HEAVY DUTY 22MM PUMP FAULT LIGHTS, 2 SEAL FAIL RELAY WITH INDICATORS, 2 THERMAL CUTOOUT CIRCUITS, 2 PUMP CYCLE & ETMS, 2 PUMP CIRCUIT BREAKERS, 2 IEC MAG STARTERS 12-18AMP, IDEC PLC 24 VDC 9 IN/OUT RELAY OUTPUT, 1 PLC, HMI, 5.7" COLOR, IDEC, TFT, LCD, 1 POWER SUPPLY, IDEC, 24VDC, 30W, SLIM, 1 15WATT ALARM BEACON, 1 ALARM BUZZER WITH TEST SILENCE, 3 ALARM DRY CONTACTS(HIGH ALARM, PUMP FAULTS) 1-2 FLOAT BACKUP CIRCUIT- HIGH/LOW ALARM ACTIVATION AND PUMP CONTROL WITH INDICATORS, 1- PBLT2-10-40- 40' FT DWYER SUBMERSIBLE PRESSURE TRANSDUCER, 2 30' FLOATS, 1 GROUND BAR, 1 UF LABEL 508A.</p> <p>12 WEEK LEAD TIME FREIGHT IS NOT INCLUDED IN THIS PRICE</p>	1	11,048.70	11,048.70
		Total	\$11,048.70

A-Team Pump & Control Service, LLC

10 Hemlock St.
Latham, NY 12110

Estimate

Date	Estimate #
5/12/2022	897

Name / Address
CLIFTON PARK, T/O 1 TOWN HALL PLAZA CLIFTON PARK, NY 12065

Project

Description	Qty	Rate	Total
<p>ALDERON CUSTOM CONTROL PANEL FOR HNTWOOD PUMP STATION. 1 NEMA 4X ENCLOSURE FIBERGLASS 30"X24"X12". , 1 INNER DEAD FRONT DOOR, 1 1-PHASE LIGHTNING ARRESTOR, 1- 125 WATT THERMOSTAT ANTI CONDENSATION HEATER, 1- ENSTO VENT KIT NEMA 4X BREATHER, 1- MAIN/GENERATOR QOU CIRCUIT BREAKERS- MECHANICAL INTERLOCK, 1-750VA 230/460 CONTROL TRANSFORMER, 2 HEAVY DUTY 22MM HOA SWITCH, 2- HEAVY DUTY 22MM PUMP RUN INDICATOR LIGHTS, 2-HEAVY DUTY 22MM PUMP FAULT LIGHTS, 2 SEAL FAIL RELAY WITH INDICATORS, 2 THERMAL CUTOUT CIRCUITS, 2 PUMP CYCLE & ETMS, 2 PUMP CIRCUIT BREAKERS, 2 IEC MAG STARTERS 16-24 AMP, IDEC PLC 24 VDC 9 IN/OUT RELAY OUTPUT, 1 PLC, HMI, 5.7" COLOR, IDEC, TFT, LCD, 1 POWER SUPPLY, IDEC, 24VDC, 30W, SLIM, 1 15WATT ALARM BEACON, 1 ALARM BUZZER WITH TEST SILENCE, 4 ALARM DRY CONTACTS(HIGH ALARM, PUMP FAULTS) 1-2 FLOAT BACKUP CIRCUIT- HIGH/LOW ALARM ACTIVATION AND PUMP CONTROL WITH INDICATORS, 1- CONTACTOR, SE, LCD REVERSE KIT REVERSING, INTERLOCK, 1- PBLT2-10-40- 40' FT DWYER SUBMERSIBLE PRESSURE TRANSDUCER, 2 50' FLOATS, 1 GROUND BAR, 1 UF LABEL 508A.</p> <p>12 WEEK LEAD TIME THIS DOES NOT INCLUDE FREIGHT CHARGE</p>	1	14,761.50	14,761.50
		Total	\$14,761.50



EMMONS METRO, LLC.
453 N. PEARL STREET
ALBANY, NY 12204
TEL: 518-694-0404 FAX: 518-694-0405

****QUOTATION****

****105217T****

DATE: APRIL 19, 2022
TO: TOWN OF CLIFTON PARK
ATTN: MIKE O'BRIAN
FROM: TRENT EMMONS
PAGES: 1

TOWN OF CLIFTON PARK - WESTCHESTER
CONTROL PANEL REPLACEMENT

- 1 METROPOLITAN DUPLEX CONTROL PANEL**
- o NEMA 4, LOCKABLE ENCLOSURE, FREE-STANDING (60x36x12)
 - o LMS JR. PUMP STATION CONTROLLER
 - o INCOMING POWER – 230 VOLT, 1 PHASE
 - o GENERATOR RECEPTACLE W/ MANUAL TRANSFER SWITCH
 - o GFI CONVENIENCE OUTLET
 - o CIRCUIT BREAKERS – PUMPS
 - o FUSE PROTECTION – CONTROL / ALARM
 - o INNER DEADFRONT DOOR
 - o ALL LIGHTS AND SWITCHES ON INNER DOOR
 - o HIGH WATER ALARM LIGHT AND HORN W/ SILENCE SWITCH
 - o AUXILIARY ALARM CONTACTS (COMMON, HIGH LEVEL, LOW LEVEL, PUMP FAIL, TRANSDUCER FAIL)
 - o CURRENT SENSORS W/ DIGITAL READOUT SCREENS (MOUNTED ON INNER-DOOR)
 - o CIRCUIT BREAKER FOR MISSION RTU
 - o SEAL FAILURE
 - o THERMAL CUTOUT
 - o IEC MOTOR STARTERS
 - o START / RUN CAPACITOR PACKS
 - o TRANSDUCER PRIMARY W/ FLOAT BACKUP
 - o 1 – 50' TRANSDUCER
 - o 2 – 50' FLOAT SWITCHES (FLOAT BACKUP)
- 1 CHAIN & ANCHOR KIT (FOR FLOATS AND TRANSDUCER)**

TOTAL: **\$14,642.00**

- o SHIPPING CHARGES ARE INCLUDED.
- o LEAD TIME IS 6-8 WEEKS, AFTER APPROVED SUBMITTALS.
- o START-UP SERVICES ARE INCLUDED – 1 TRIP.



EMMONS METRO, LLC.
453 N. PEARL STREET
ALBANY, NY 12204
TEL: 518-694-0404 FAX: 518-694-0405

****QUOTATION****

****105216T****

DATE: APRIL 19, 2022
 TO: TOWN OF CLIFTON PARK
 ATTN: MIKE O'BRIAN
 FROM: TRENT EMMONS
 PAGES: 1

TOWN OF CLIFTON PARK - HUNTWOOD-CRESCENT ESTATES
CONTROL PANEL REPLACEMENT

- 1 **METROPOLITAN DUPLEX CONTROL PANEL**
 - o NEMA 4, LOCKABLE ENCLOSURE, WALL-MOUNT
 - o LMS JR. PUMP STATION CONTROLLER
 - o INCOMING POWER – 208 VOLT, 3 PHASE
 - o CONTROL CIRCUIT TRANSFORMER
 - o GFI CONVENIENCE OUTLET
 - o CIRCUIT BREAKERS – PUMPS
 - o FUSE PROTECTION – CONTROL / ALARM
 - o INNER DEADFRONT DOOR
 - o ALL LIGHTS AND SWITCHES ON INNER DOOR
 - o HIGH WATER ALARM LIGHT AND HORN W/ SILENCE SWITCH
 - o AUXILIARY ALARM CONTACTS (COMMON, HIGH LEVEL, LOW LEVEL, PUMP FAIL, TRANSDUCER FAIL)
 - o CURRENT SENSORS W/ DIGITAL READOUT SCREENS (MOUNTED ON INNER-DOOR)
 - o CIRCUIT BREAKER FOR MISSION RTU
 - o SEAL FAILURE
 - o THERMAL CUTOUT
 - o IEC MOTOR STARTERS
 - o TRANSDUCER PRIMARY W/ FLOAT BACKUP
 - o 1 – 50' TRANSDUCER
 - o 2 – 50' FLOAT SWITCHES (FLOAT BACKUP)

- 1 **CHAIN & ANCHOR KIT (FOR FLOATS AND TRANSDUCER)**

TOTAL: **\$9,975.00**

- o **SHIPPING CHARGES ARE INCLUDED.**
- o **LEAD TIME IS 6-8 WEEKS, AFTER APPROVED SUBMITTALS.**
- o **START-UP SERVICES ARE INCLUDED – 1 TRIP.**

Resolution No. _____ of 2022, a resolution authorizing the Open Space Coordinator to submit a grant application for a federal grant administered by NYS Department of Transportation Scenic Byways Coordinator/ Office of the Environment for a project to update the Corridor Management Plan for the Mohawk Towpath Scenic Byway.

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

WHEREAS, Eric Hamilton, Executive Director of the Mohawk Towpath Scenic Byway Coalition has requested that the Town assist the Coalition in applying for a federal grant to update the Corridor Management Plan for the Mohawk Towpath Scenic Byway, and for the Town Board to act as lead agency and sponsor for the grant, and

WHEREAS, the project will require a 20% local match estimated to be \$25,778.00, and

WHEREAS, the Mohawk Scenic Byway Coalition and partners have committed to contribute at least \$10,000.00 towards the required local match, with fundraising efforts ongoing to increase this amount, and

WHEREAS, the project will be a public planning project which will culminate in a public plan document and will not include any construction along the Byway, and

WHEREAS, the Town Board supports the project and wishes to commit to local funding in order to proceed; now, therefore be it

RESOLVED, the Open Space Coordinator, Jennifer Viggiani, is authorized to work with Mr. Hamilton to prepare and submit the grant application for \$96,973.00 for the Byway Project, and be it further

RESOLVED, that the Town Board commits to act as Lead Agency and project sponsor, and the Supervisor is authorized to sign documents relating to the grant application as needed, and be it further

RESOLVED, that the Town agrees to funding up to \$15,778.00 for the project as the local match commitment.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, May 27, 2022 10:26 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Planning

An item has been submitted to the Resolution Request form for review.

Department: **Planning**
Your email: **jviggiani@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Morelli**

Requested Meeting Date: **06-06-2022**

Brief Description: The Mohawk Towpath Scenic Byway Coalition (Coalition) is requesting the Town of Clifton Park partner with them as the lead agency for applying for, and upon award, implementing a federal grant opportunity through the 2022 National Scenic Byways Program, for the purpose of creating an updated Corridor Management Plan for the Mohawk Towpath Scenic Byway. The Town of Clifton Park is the center of this 26.2 mile national scenic byway experience, focused on the natural, historic, recreational and scenic character and experience along the Mohawk River and Historic Erie Canal. The total project is estimated to have a budget of \$121,751, and a federal grant amount of \$96,973 is being requested (80%) and the remaining 20% is local share.

Request is for Town Board authorization to authorize Supervisor to direct town staff to apply with support from the Coalition for this federal grant administered through the NYS Department of Transportation Scenic Byways Coordinator / Office of the Environment as the lead agency, and upon award of the grant, consider and authorize a Memorandum of Understanding with the Mohawk Towpath Scenic Byway Coalition for the Town to administer and implement the grant project, and also, upon grant award, for the Town of Clifton Park to allocate up to a maximum of \$15,778 towards the local cash match, pending additional contributions from other communities and Coalition fundraising efforts. Currently the Coalition and partners are committing to at least \$10,000 of the local share. The total local share needed is \$25,778. Previously, the Town of Clifton Park and the Coalition partnered successfully through an MOU for a different National Scenic Byways grant for the design and construction of public access improvements including at the Clute's Dry Dock Entrance and features of the Vischer Ferry Nature & Historic Preserve, including an 100 foot pedestrian bridge installed in 2020-21.

Budget #:

Budget Description: The Corridor Management Plan total project is budgeted for \$121,751, of which \$96,973 is being sought as federal grant; the remaining \$25,778 is local cash match.

\$ Amount: no funds need be allocated today; if Scenic Byway grant is awarded, a maximim amount up to \$15,778 may be requested

Additional Comments/Details: This project is a public planning project and will culminate in public plan document. There is no construction aspect of this proposed project. This federal grant application is due on June 6, 2022, and a draft of the resolution will be included in the grant application, for Town Board consideration for authorization. The Mohawk Towpath Scenic Byway Coalition (Coalition) under Executive Director Eric Hamilton is seeking contributions from other participating Byway communities. Attached please find the Mohawk Towpath Scenic Byway Coalition's 2021 Annual Report.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution issuing a permit to serve alcoholic beverages per the attached Special Alcohol Use Permit application.

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

WHEREAS, Elizabeth McCarthy, 70 Fern Lane, Clifton Park has submitted a Special Alcohol Use Permit Request to the Clifton Park Senior Community Center, to be allowed to serve alcohol in the form of beer and wine for a gathering on June 25, 2022, 12:00PM-3:00PM; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Special Alcohol Use Permit Request submitted by Elizabeth McCarthy for a gathering at the Clifton Park Senior Community Center on June 25, 2022.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, May 26, 2022 11:19 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Clifton Park Senior Community Center
Attachments: 628f9a7bc2913-Special Alcohol Use Permit - Elizabeth McCarthy.pdf

An item has been submitted to the Resolution Request form for review.

Department: Clifton Park Senior Community Center
Your email: dryan@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P. Barrett

Requested Meeting Date: 06-06-2022

Brief Description: Special Alcohol Use Permit Request for Elizabeth McCarthy on June 25th, 2022.

Budget #:

Budget Description:

\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Clifton Park Senior Community Center
 6 Clifton Common Court
 Clifton Park, NY 12065
 (518) 383-1343

2022 Special Alcohol Use Permit Request
(Please attach to Facility Permit Application)

Name of Organization: _____
 Contact Person: Elizabeth McCarthy
 Phone (home): 518-253-8231 (work) _____ (cell) _____
 Email: lizbethmccarthy@gmail.com
 Date and Location of Event: 6/25/22 / Sr. Center

Alcohol Permit is governed by the additional conditions: *(please see initial conditions listed on Facility Permit Application)*

1. The permit is not transferable.
2. Permit is valid for specified date and time of event only.
3. Only beer and wine are allowed in Town parks or facilities. Glass beverage containers are not permitted.
4. Permit holder only is allowed to bring alcoholic beverages into the park and is responsible for the conduct of all group members.
5. Permit holder must retain permit and make available upon request by proper park official or security officer.
6. Permit holder will be responsible for assuring ALL MEMBERS of his/her party that consume alcohol are of legal age to drink alcoholic beverages according to New York State law.
7. Alcoholic beverages are not permitted in parking lots or children's play areas.
8. The sale of alcoholic beverages in Town parks or facilities is strictly prohibited.
9. Alcoholic beverages are not to be consumed by team members during athletic team competition.
10. You must be at least 21 years of age to purchase an alcohol permit.
11. Permit Request must be submitted at least 30 days prior to rental date.

\$25 non-refundable fee must accompany special permit request.

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

SIGNED:	<u>Elizabeth McCarthy</u>	DATE:	<u>5/25/22</u>
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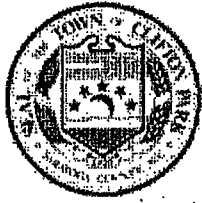
For Office Use Only:

Date Sent to Town Board for Resolution: 5/24/22

Date on Town Board Agenda Date: 6/6/22

Approved: Yes/No

If Approved, Permit Issued and Mailed to Applicant: _____



Town of Clifton Park

Clifton Park Senior Community Center

* 6 Clifton Common Court, Clifton Park, New York 12065 * 518-383-1343 *

2022 Facility Rental Agreement

General Information

Name of Organization: _____ Today's Date: 5/25/22
 Contact Person: ELIZABETH MCCARTHY
 Address: 70 FERN LANE City: CLIFTON PARK
 Phone (home): 518-253-8231 (cell) _____
 Email: lizbethmccarthy@gmail.com
 Date of Rental: 6/25/22 Start Time: 12:00 End Time: 3:00 pm
 Purpose of Event: Baby Shower
 Number of Attendees: 30-33 Is your organization a 501(c)(3)? (proof required) No

Rental is not guaranteed until payment and signed Agreement is received

Carry in, carry out policy in effect for all events. All checks are to be made payable to: Town of Clifton Park.

Description	Regular Rate	Non-Profit <small>*Must have a 501(c)(3)</small>	# of Hours	Fee
Security Deposit	<u>\$100</u>	\$100	<u>1</u>	\$100-
Community Room - Full Room	\$90 per hour	\$60 per hour		
Community Room - Half Room	<u>\$60 per hour</u>	\$40 per hour	<u>3</u>	\$180-
Studio/Activity Room	\$60 per hour	\$40 per hour		
Arts & Crafts Room/ Library Room	\$35 per hour	\$25 per hour		
Kitchen	\$90 per day	\$90 per day		
Room Set-up/ Break-down Fee (may be available upon request)	\$100 (if available)	\$100 (if available)		
Alcohol Permit	<u>\$25</u>	\$25		\$25
Special Instructions:	Total Due: \$205 + 100 deposit = <u>\$305</u>			
	Amount Paid: <u>\$305</u>			
	Balance: <u>- 0 -</u>			

Covid-19 Requirements:

Organizations using the facilities are responsible for complying with NYS Executive Orders, mandates and NYS Department of Health Guidance issued to prevent the Spread of the Covid-19 Virus. These guidelines change frequently. It is your responsibility to check appropriate websites for the most current guidance. Information regarding these orders; mandates, and NYS DOH Guidance documents can be found at:

- www.governor.ny.gov
- www.health.ny.gov
- <https://coronavirus.health.ny.gov/home>

Rental area must be cleaned & sanitized after use. Supplies will be provided. As stated above, NYS guidelines must be met, which include but not limited to following current protocols for maximum number of attendees for indoor social gatherings, social distancing, and mask guidelines. Please wash hands frequently and use hand sanitizer.

By signing below, I agree that I have read the above Covid-19 Requirements and understand that it is my responsibility to adhere to and fully understand the most current guidelines set forth by New York State.


Permit Applicant Signature


Date

Facility Rental Permit is governed by the following conditions:

- Permits valid for agreed upon date or dates, restricted to area/room (*the lobby is not rentable*), and number of participants as indicated on permit.
- All renters must provide a \$100 security deposit to be paid in full, with a separate check from the rental fee, **at the time of reservation**. The security deposit will be applied to any cleaning, theft, damages upon completion of the event and will be held in escrow and refunded upon completion of the rental. In the event of misconduct or the misuse of the facility by the lessee, the Town of Clifton Park may take action and require the renter to reimburse the Town for damages suffered or extra expenses incurred including, but not limited to, the forfeiture of a portion or the entire security deposit.
- Cancellation requests less than 2 weeks of rental date will result in forfeiture of \$100 Security Deposit.
- Area and facility must be left clean and in the same condition in which it was found. Any damage incurred is the responsibility of the renter.
- Renter are not to use any rooms/areas of the building except what was rented, excluding restrooms.
- **All food/drink shall be removed at the conclusion of the event. The Town has a carry in carry out policy on garbage. All garbage shall be removed and placed in the proper receptacle located in the back of the building.**
- Smoking is not allowed in any part of the building. There is to be no open flames, i.e. candles, lanterns, allowed for use.
- On site supervision **is required** for all youth groups/events.
- At no time is the building/room occupancy to be exceeded and all fire doors and emergency exits must remain unblocked.
- Use of kitchen must be agreed upon in advance and requires an additional fee.
- Town of Clifton Park rules shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
- Obnoxious behavior or excessive noise will not be permitted.
- Renter must retain Rental Agreement and make available upon request by park or police official.

- Open containers of alcoholic beverages are prohibited in the building, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
- Use of Center equipment (i.e. projectors, PA system, televisions, etc.) is strictly prohibited.
- Renters must clean up all spills and sweep debris from wooden floors. Do not touch/play musical instruments without prior permission and do not handle the shades/blinds as they are delicate.
- Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

Indemnity:

Euroson McCarty (Renter's Name) agrees to indemnify and hold the Town, it's officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of Euroson McCarty (Renter's Name) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 6/25/22 (Rental Date).

SIGNED: [Signature] APPROVED: [Signature] DATE: 5/25/22
 Permit Applicant



RENTAL CHECKLIST: Please leave this paper behind on front desk of Senior Center

As a general rule...please always leave the place as good as if not better than you found it.

Please use only the rooms rented. Please monitor children when outside of the rented room. Please keep walkways and parking lots free of debris.

RENTED ROOM:

- Floors swept
- Windows closed
- Trash Removed and placed in outside dumpster
- Replaced trash bags

LOBBY – this room is not rentable, but if things are moved please put everything back as you found it.

KITCHEN: (If Rented)

- Counters Cleaned
- Floors swept
- Turn off stove and oven
- Turn off stove fan

BATHROOMS:

- Toilets flushed
- No trash on floors or on counters

The facility is clean and ready for the next rental.

Walkthrough completed by _____ (Please print)

Time: _____ Date: _____

Notes to Senior Center Staff:

Resolution No. _____ of 2022, a resolution contracting for paving services for the Town's Highway Department.

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

WHEREAS, the Highway Department is piggybacking off of paving services contract 20-PWPSR-46R entered into by the County of Saratoga, and

WHEREAS, quotes in the attached submission from the Highway Superintendent are not exact, as tonnage, time, and unforeseen issues may arise affecting the quote; now, therefore be it

RESOLVED, that the Highway Superintendent is authorized to enter a piggyback agreement with Evolution Construction Services, Mechanicville, NY per Saratoga County Contract 20-PWPSR-46R in an amount up to \$2,275,000.00, with invoices to be paid from DA-5110-030 (Highway – Paving – Blacktop) and DA-5112-015 (Highway – Other Contractual).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, May 27, 2022 11:10 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Highway Department
Attachments: 6290e9ccea6e-Pavement Services Rate - 20-PWPSR-46R - Evolution Lowest Bid.pdf; 6290e9ccec758-Paving Estimates for 2022.pdf; 6290e9cccd503-Explanation of Asphalt Escalation and Price Changes by Month.pdf; 6290e9cccd63b-22-PWAC-3R - Asphalt Bid - Troy Sand and Gravel Lowest Bid.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Highway Department**
Your email: **dbull@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **06-06-2022**

Brief Description: **The Highway Department is piggy backing off of the lowest bid for paving services for the Saratoga County Bid. We will additionally piggy back off the asphalt bid through Saratoga County.**

Budget #: **DA-5110-030, DA-5112-015**
Budget Description: **Paving/Blacktop, Other Contractual**
\$ Amount: **\$2,275,000.00**

Additional Comments/Details: **Due to skyrocketing prices of crude oil and asphalt, each month the asphalt escalation will most likely increase. Tonnage prices will change month to month.**

The quotes attached are not exact as tonnage, time and unforeseen issues may arise changing the quote.

Evolution Paving Services are also being used by neighboring towns of Halfmoon, Ballston, Charlton, Malta, and Milton.

I have put in a request to the Saratoga County Department of Public Works for the Full Contract, but they have not yet delivered it.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

			Evolution Construction Services						
			Po Box 511						
			Mechanicville NY 12118						
Project: Town of Clifton Park - Danbury Ct 1.5 inch pave with tack 5-27-2022									
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		W200 I Cold Planner				\$2,800.00		\$0.00	
L		Cold Planer Operator				\$790.00	\$140.00	\$0.00	
L		Cold Planer Groudman				\$765.00	\$140.00	\$0.00	
E		Paving Van				\$90.00		\$0.00	
E		Water Truck				\$225.00		\$0.00	
E								\$0.00	
L		W150 Cold Planner				\$1,800.00		\$0.00	
L		Laborer	2	0.5		\$705.00	\$132.00	\$705.00	
E								\$0.00	
E		Skidsteer	1	0.5		\$475.00		\$237.50	
L		Skidsteer Operator	1	0.5		\$765.00	\$140.00	\$382.50	
E		Loader				\$400.00		\$0.00	
L							\$140.00	\$0.00	
E		Pickup Sweeper	1	0.5		\$850.00		\$425.00	
L		Pickup Sweeper Operator	1	0.5		\$695.00	\$130.00	\$347.50	
E		Foremans Pickup	1	0.5		\$90.00		\$45.00	
L		Foreman	1	0.5		\$790.00	\$140.00	\$395.00	
E								\$0.00	
		Total						\$2,537.50	
403	Paving		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		Paver	1	0.5		\$1,250.00		\$625.00	
L		Paver Operator	1	0.5		\$790.00	\$140.00	\$395.00	
E		Roller (10-12 Ton)	1	0.5		\$645.00		\$322.50	
E		Roller (8-10 Ton)	1	0.5		\$500.00		\$250.00	
L		Roller Operator	2	0.5		\$765.00	\$140.00	\$765.00	
E		Skidsteer	1	0.5		\$475.00		\$237.50	
E		Paving Van	1	0.5		\$90.00		\$45.00	
E		Water Truck				\$225.00		\$0.00	
L		Paving Foreman	2	0.5		\$790.00	\$140.00	\$790.00	
E		Pickup (Foreman's)	1	0.5		\$90.00		\$45.00	
L		Screedman	1	0.5		\$705.00	\$132.00	\$352.50	
L		Raker	2	0.5		\$705.00	\$132.00	\$705.00	
		Total						\$4,532.50	
699	Mobilization		Quantity	Each		Rate		Total	
		W200 I				\$500.00		\$0.00	
		Paver	1	1		\$500.00		\$500.00	
		Skidsteer	2	1		\$500.00		\$1,000.00	
		Loader				\$500.00		\$0.00	
		Tractor Broom				\$500.00		\$0.00	
		Roller	2	1		\$500.00		\$1,000.00	
		Total						\$2,500.00	
402	Materials-Asphalt Concrete		Quantity	Unit		Rate		Total	
								\$0.00	
		Type 3 Binder		Ton				\$0.00	
		Type 6 top	307	Ton		\$65.03		\$19,964.21	
		Recycled 6 Top		Ton				\$0.00	
		Tack Coat	166	Gal		\$2.95		\$489.70	
		Distributor Rental	4	HR		\$181.25		\$725.00	
		Trucking	307	Ton		\$8.55		\$2,624.85	
		Total						\$23,803.76	
		Total						\$33,373.76	

			Evolution Construction Services						
			Po Box 511						
			Mechanicville NY 12118						
Project: Town of Clifton Park - Evergreen Terr & Acorn Grove 1.5 inch mill & pave with tack 5-27-2022									
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		W200 I Cold Planner	1	0.5		\$2,800.00		\$1,400.00	
L		Cold Planer Operator	1	0.5		\$790.00	\$140.00	\$395.00	
L		Cold Planer Groudman	1	0.5		\$765.00	\$140.00	\$382.50	
E		Paving Van				\$90.00		\$0.00	
E		Water Truck				\$225.00		\$0.00	
E								\$0.00	
L		W150 Cold Planner				\$1,800.00		\$0.00	
L		Laborer	1	0.5		\$705.00	\$132.00	\$352.50	
E								\$0.00	
E		Skidsteer	1	0.5		\$475.00		\$237.50	
L		Skidsteer Operator	1	0.5		\$765.00	\$140.00	\$382.50	
E		Loader				\$400.00		\$0.00	
L							\$140.00	\$0.00	
E		Pickup Sweeper	1	0.5		\$850.00		\$425.00	
L		Pickup Sweeper Operator	1	0.5		\$695.00	\$130.00	\$347.50	
E		Foremans Pickup	1	0.5		\$90.00		\$45.00	
L		Foreman	1	0.5		\$790.00	\$140.00	\$395.00	
E								\$0.00	
		Total						\$4,362.50	
403	Paving		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		Paver	1	0.5		\$1,250.00		\$625.00	
L		Paver Operator	1	0.5		\$790.00	\$140.00	\$395.00	
E		Roller (10-12 Ton)	1	0.5		\$645.00		\$322.50	
E		Roller (8-10 Ton)	1	0.5		\$500.00		\$250.00	
L		Roller Operator	2	0.5		\$765.00	\$140.00	\$765.00	
E		Skidsteer	1	0.5		\$475.00		\$237.50	
E		Paving Van	1	0.5		\$90.00		\$45.00	
E		Water Truck				\$225.00		\$0.00	
L		Paving Foreman	2	0.5		\$790.00	\$140.00	\$790.00	
E		Pickup (Foreman's)	1	0.5		\$90.00		\$45.00	
L		Screedman	1	0.5		\$705.00	\$132.00	\$352.50	
L		Raker	2	0.5		\$705.00	\$132.00	\$705.00	
		Total						\$4,532.50	
699	Mobilization		Quantity	Each		Rate		Total	
		W200 I	1	1		\$500.00		\$500.00	
		Paver	1	1		\$500.00		\$500.00	
		Skidsteer	2	1		\$500.00		\$1,000.00	
		Loader				\$500.00		\$0.00	
		Tractor Broom				\$500.00		\$0.00	
		Roller	2	1		\$500.00		\$1,000.00	
		Total						\$3,000.00	
402	Materials-Asphalt Concrete		Quantity	Unit		Rate		Total	
		Rap Credit	340	Ton		(\$3.00)		-\$1,020.00	
		Type 3 Binder		Ton				\$0.00	
		Type 6 top	387	Ton		\$65.03		\$25,166.61	
		Recycled 6 Top		Ton				\$0.00	
		Tack Coat	210	Gal		\$2.95		\$619.50	
		Distributer Rental	4	HR		\$181.25		\$725.00	
		Trucking	387	Ton		\$8.55		\$3,308.85	
		Total						\$28,799.96	
		Total						\$40,694.96	

			Evolution Construction Services					
			Po Box 511					
			Mechanicville NY 12118					
Project: Town of Clifton Park - Highland Oaks & Bonniview Ct 1.5 inch pave with tack 5-27-2022								
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		W200 I Cold Planner				\$2,800.00		\$0.00
L		Cold Planer Operator				\$790.00	\$140.00	\$0.00
L		Cold Planer Groudman				\$765.00	\$140.00	\$0.00
E		Paving Van				\$90.00		\$0.00
E		Water Truck				\$225.00		\$0.00
E								\$0.00
L		W150 Cold Planner				\$1,800.00		\$0.00
L		Laborer	2	0.5		\$705.00	\$132.00	\$705.00
E								\$0.00
E		Skidsteer	1	0.5		\$475.00		\$237.50
L		Skidsteer Operator	1	0.5		\$765.00	\$140.00	\$382.50
E		Loader				\$400.00		\$0.00
L							\$140.00	\$0.00
E		Pickup Sweeper	1	0.5		\$850.00		\$425.00
L		Pickup Sweeper Operator	1	0.5		\$695.00	\$130.00	\$347.50
E		Foremans Pickup	1	0.5		\$90.00		\$45.00
L		Foreman	1	0.5		\$790.00	\$140.00	\$395.00
E								\$0.00
		Total						\$2,537.50
403		Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		Paver	1	0.5		\$1,250.00		\$625.00
L		Paver Operator	1	0.5		\$790.00	\$140.00	\$395.00
E		Roller (10-12 Ton)	1	0.5		\$645.00		\$322.50
E		Roller (8-10 Ton)	1	0.5		\$500.00		\$250.00
L		Roller Operator	2	0.5		\$765.00	\$140.00	\$765.00
E		Skidsteer	1	0.5		\$475.00		\$237.50
E		Paving Van	1	0.5		\$90.00		\$45.00
E		Water Truck				\$225.00		\$0.00
L		Paving Foreman	2	0.5		\$790.00	\$140.00	\$790.00
E		Pickup (Foreman's)	1	0.5		\$90.00		\$45.00
L		Screedman	1	0.5		\$705.00	\$132.00	\$352.50
L		Raker	2	0.5		\$705.00	\$132.00	\$705.00
		Total						\$4,532.50
699		Mobilization	Quantity	Each		Rate		Total
		W200 I				\$500.00		\$0.00
		Paver	1	1		\$500.00		\$500.00
		Skidsteer	2	1		\$500.00		\$1,000.00
		Loader				\$500.00		\$0.00
		Tractor Broom				\$500.00		\$0.00
		Roller	2	1		\$500.00		\$1,000.00
		Total						\$2,500.00
402		Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
		Recycled type 3 binder		Ton				\$0.00
		Type 3 Binder		Ton				\$0.00
		Type 6 top	370	Ton		\$65.03		\$24,061.10
		Recycled 6 Top		Ton				\$0.00
		Tack Coat	200	Gal		\$2.95		\$590.00
		Distributer Rental	4	HR		\$181.25		\$725.00
		Trucking	370	Ton		\$8.55		\$3,163.50
		Total						\$28,539.60
		Total						\$38,109.60

			Evolution Construction Services					
			Po Box 511					
			Mechanicville NY 12118					
Project: Town of Clifton Park - Maxwell Dr S, Old 146, Wall St - 2 inch mill & pave with tack 5-27-2022								
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00
L		Cold Planer Operator	1	1	2	\$790.00	\$140.00	\$1,070.00
L		Cold Planer Groudan	1	1	2	\$765.00	\$140.00	\$1,045.00
E		Paving Van				\$90.00		\$0.00
E		Water Truck				\$225.00		\$0.00
E								\$0.00
L		W150 Cold Planner				\$1,800.00		\$0.00
L		Laborer	1	1	2	\$705.00	\$132.00	\$969.00
E								\$0.00
E		Skidsteer	1	1		\$475.00		\$475.00
L		Skidsteer Operator	1	1	2	\$765.00	\$140.00	\$1,045.00
E		Loader				\$400.00		\$0.00
L							\$140.00	\$0.00
E		Pickup Sweeper	1	1		\$850.00		\$850.00
L		Pickup Sweeper Operator	1	1	2	\$695.00	\$130.00	\$955.00
E		Foremans Pickup	1	1		\$90.00		\$90.00
L		Foreman	1	1		\$790.00	\$140.00	\$790.00
E								\$0.00
		Total						\$10,089.00
403		Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		Paver	1	1		\$1,250.00		\$1,250.00
L		Paver Operator	1	1	3	\$790.00	\$140.00	\$1,210.00
E		Roller (10-12 Ton)	1	1		\$645.00		\$645.00
E		Roller (8-10 Ton)	1	1		\$500.00		\$500.00
L		Roller Operator	2	1	6	\$765.00	\$140.00	\$2,370.00
E		Skidsteer	1	1		\$475.00		\$475.00
E		Paving Van	1	1		\$90.00		\$90.00
E		Water Truck				\$225.00		\$0.00
L		Paving Foreman	2	1	6	\$790.00	\$140.00	\$2,420.00
E		Pickup (Foreman's)	1	1		\$90.00		\$90.00
L		Screedman	1	1	3	\$705.00	\$132.00	\$1,101.00
L		Raker	2	1	6	\$705.00	\$132.00	\$2,202.00
		Total						\$12,353.00
699		Mobilization	Quantity	Each		Rate		Total
		W200 I	1	1		\$500.00		\$500.00
		Paver	1	1		\$500.00		\$500.00
		Skidsteer	2	1		\$500.00		\$1,000.00
		Loader				\$500.00		\$0.00
		Tractor Broom				\$500.00		\$0.00
		Roller	2	1		\$500.00		\$1,000.00
		Total						\$3,000.00
402		Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
		Rap Credit	800	Ton		(\$3.00)		-\$2,400.00
		Type 3 Binder		Ton				\$0.00
		Type 6 top	837	Ton		\$65.03		\$54,430.11
		Recycled 6 Top		Ton				\$0.00
		Tack Coat	454	Gal		\$2.95		\$1,339.30
		Distributor Rental	9	HR		\$181.25		\$1,631.25
		Trucking	837	Ton		\$8.55		\$7,156.35
		Total						\$62,157.01
		Total						\$87,599.01

			Evolution Construction Services						
			Po Box 511						
			Mechanicville NY 12118						
Project: Town of Clifton Park - Nadler Rd - 1.5 inch pave with tack 5-27-2022									
	490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		W200 I Cold Planner				\$2,800.00		\$0.00	
L		Cold Planer Operator				\$790.00	\$140.00	\$0.00	
L		Cold Planer Groudman				\$765.00	\$140.00	\$0.00	
E		Paving Van				\$90.00		\$0.00	
E		Water Truck				\$225.00		\$0.00	
E								\$0.00	
L		W150 Cold Planner				\$1,800.00		\$0.00	
L		Laborer	2	0.5		\$705.00	\$132.00	\$705.00	
E								\$0.00	
E		Skidsteer	1	0.5		\$475.00		\$237.50	
L		Skidsteer Operator	1	0.5		\$765.00	\$140.00	\$382.50	
E		Loader				\$400.00		\$0.00	
L							\$140.00	\$0.00	
E		Pickup Sweeper	1	0.5		\$850.00		\$425.00	
L		Pickup Sweeper Operator	1	0.5		\$695.00	\$130.00	\$347.50	
E		Foremans Pickup	1	0.5		\$90.00		\$45.00	
L		Foreman	1	0.5		\$790.00	\$140.00	\$395.00	
E								\$0.00	
		Total						\$2,537.50	
	403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		Paver	1	0.5		\$1,250.00		\$625.00	
L		Paver Operator	1	0.5		\$790.00	\$140.00	\$395.00	
E		Roller (10-12 Ton)	1	0.5		\$645.00		\$322.50	
E		Roller (8-10 Ton)	1	0.5		\$500.00		\$250.00	
L		Roller Operator	2	0.5		\$765.00	\$140.00	\$765.00	
E		Skidsteer	1	0.5		\$475.00		\$237.50	
E		Paving Van	1	0.5		\$90.00		\$45.00	
E		Water Truck				\$225.00		\$0.00	
L		Paving Foreman	2	0.5		\$790.00	\$140.00	\$790.00	
E		Pickup (Foreman's)	1	0.5		\$90.00		\$45.00	
L		Screedman	1	0.5		\$705.00	\$132.00	\$352.50	
L		Raker	2	0.5		\$705.00	\$132.00	\$705.00	
		Total						\$4,532.50	
	699	Mobilization	Quantity	Each		Rate		Total	
		W200 I				\$500.00		\$0.00	
		Paver	1	1		\$500.00		\$500.00	
		Skidsteer	2	1		\$500.00		\$1,000.00	
		Loader				\$500.00		\$0.00	
		Tractor Broom				\$500.00		\$0.00	
		Roller	2	1		\$500.00		\$1,000.00	
		Total						\$2,500.00	
	402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total	
		Recycled type 3 binder		Ton				\$0.00	
		Type 3 Binder		Ton				\$0.00	
		Type 6 top	319	Ton		\$65.03		\$20,744.57	
		Recycled 6 Top		Ton				\$0.00	
		Tack Coat	173	Gal		\$2.95		\$510.35	
		Distributor Rental	4	HR		\$181.25		\$725.00	
		Trucking	319	Ton		\$8.55		\$2,727.45	
		Total						\$24,707.37	
		Total						\$34,277.37	

			Evolution Construction Services					
			Po Box 511					
			Mechanicville NY 12118					
Project: Town of Clifton Park - Nottingham Way South (partial Blvd) - 1.5 inch mill & pave with tack 5-27-2022								
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00
L		Cold Planer Operator	1	1		\$790.00	\$140.00	\$790.00
L		Cold Planer Groudman	1	1		\$765.00	\$140.00	\$765.00
E		Paving Van				\$90.00		\$0.00
E		Water Truck				\$225.00		\$0.00
E								\$0.00
L		W150 Cold Planner				\$1,800.00		\$0.00
L		Laborer	1	1		\$705.00	\$132.00	\$705.00
E								\$0.00
E		Skidsteer	1	1		\$475.00		\$475.00
L		Skidsteer Operator	1	1		\$765.00	\$140.00	\$765.00
E		Loader				\$400.00		\$0.00
L							\$140.00	\$0.00
E		Pickup Sweeper	1	1		\$850.00		\$850.00
L		Pickup Sweeper Operator	1	1		\$695.00	\$130.00	\$695.00
E		Foremans Pickup	1	1		\$90.00		\$90.00
L		Foreman	1	1		\$790.00	\$140.00	\$790.00
E								\$0.00
		Total						\$8,725.00
403	Paving		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		Paver	1	1		\$1,250.00		\$1,250.00
L		Paver Operator	1	1		\$790.00	\$140.00	\$790.00
E		Roller (10-12 Ton)	1	1		\$645.00		\$645.00
E		Roller (8-10 Ton)	1	1		\$500.00		\$500.00
L		Roller Operator	2	1		\$765.00	\$140.00	\$1,530.00
E		Skidsteer	1	1		\$475.00		\$475.00
E		Paving Van	1	1		\$90.00		\$90.00
E		Water Truck				\$225.00		\$0.00
L		Paving Foreman	2	1		\$790.00	\$140.00	\$1,580.00
E		Pickup (Foreman's)	1	1		\$90.00		\$90.00
L		Screedman	1	1		\$705.00	\$132.00	\$705.00
L		Raker	2	1		\$705.00	\$132.00	\$1,410.00
		Total						\$9,065.00
699	Mobilization		Quantity	Each		Rate		Total
		W200 I	1	1		\$500.00		\$500.00
		Paver	1	1		\$500.00		\$500.00
		Skidsteer	2	1		\$500.00		\$1,000.00
		Loader				\$500.00		\$0.00
		Tractor Broom				\$500.00		\$0.00
		Roller	2	1		\$500.00		\$1,000.00
		Total						\$3,000.00
402	Materials-Asphalt Concrete		Quantity	Unit		Rate		Total
		Rap Credit	375	Ton		(\$3.00)		-\$1,125.00
		Type 3 Binder		Ton				\$0.00
		Type 6 top	409	Ton		\$65.03		\$26,597.27
		Recycled 6 Top		Ton				\$0.00
		Tack Coat	222	Gal		\$2.95		\$654.90
		Distributer Rental	7	HR		\$181.25		\$1,268.75
		Trucking	409	Ton		\$8.55		\$3,496.95
		Total						\$30,892.87
		Total						\$51,682.87

			Evolution Construction Services						
			Po Box 511						
			Mechanicville NY 12118						
Project: Town of Clifton Park - Riverview Road 2 inch mill & pave with tack 5-27-2022									
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00	
L		Cold Planer Operator	1	1	2	\$790.00	\$140.00	\$1,070.00	
L		Cold Planer Groudman	1	1	2	\$765.00	\$140.00	\$1,045.00	
E		Paving Van				\$90.00		\$0.00	
E		Water Truck				\$225.00		\$0.00	
E								\$0.00	
L		W150 Cold Planner				\$1,800.00		\$0.00	
L		Laborer	1	1	2	\$705.00	\$132.00	\$969.00	
E								\$0.00	
E		Skidsteer	1	1		\$475.00		\$475.00	
L		Skidsteer Operator	1	1	2	\$765.00	\$140.00	\$1,045.00	
E		Loader				\$400.00		\$0.00	
L							\$140.00	\$0.00	
E		Pickup Sweeper	1	1		\$850.00		\$850.00	
L		Pickup Sweeper Operator	1	1	4	\$695.00	\$130.00	\$1,215.00	
E		Foremans Pickup	1	1		\$90.00		\$90.00	
L		Foreman	1	1		\$790.00	\$140.00	\$790.00	
E								\$0.00	
		Total						\$10,349.00	
403	Paving		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		Paver	1	2		\$1,250.00		\$2,500.00	
L		Paver Operator	1	2	4	\$790.00	\$140.00	\$2,140.00	
E		Roller (10-12 Ton)	1	2		\$645.00		\$1,290.00	
E		Roller (8-10 Ton)	1	2		\$500.00		\$1,000.00	
L		Roller Operator	2	2	8	\$765.00	\$140.00	\$4,180.00	
E		Skidsteer	1	2		\$475.00		\$950.00	
E		Paving Van	1	2		\$90.00		\$180.00	
E		Water Truck				\$225.00		\$0.00	
L		Paving Foreman	2	2	8	\$790.00	\$140.00	\$4,280.00	
E		Pickup (Foreman's)	1	2		\$90.00		\$180.00	
L		Screedman	1	2	4	\$705.00	\$132.00	\$1,938.00	
L		Raker	2	2	8	\$705.00	\$132.00	\$3,876.00	
		Total						\$22,514.00	
699	Mobilization		Quantity	Each		Rate		Total	
		W200 I	1	1		\$500.00		\$500.00	
		Paver	1	1		\$500.00		\$500.00	
		Skidsteer	2	1		\$500.00		\$1,000.00	
		Loader				\$500.00		\$0.00	
		Tractor Broom				\$500.00		\$0.00	
		Roller	2	1		\$500.00		\$1,000.00	
		Total						\$3,000.00	
402	Materials-Asphalt Concrete		Quantity	Unit		Rate		Total	
		Rap Credit	2300	Ton		(\$3.00)		-\$6,900.00	
		Type 3 Binder		Ton				\$0.00	
		Type 6 top	2379	Ton		\$65.03		\$154,706.37	
		Recycled 6 Top		Ton				\$0.00	
		Tack Coat	968	Gal		\$2.95		\$2,855.60	
		Distributer Rental	18	HR		\$181.25		\$3,262.50	
		Trucking	2379	Ton		\$8.55		\$20,340.45	
		Total						\$174,264.92	
		Total						\$210,127.92	

			Evolution Construction Services						
			Po Box 511						
			Mechanicville NY 12118						
Project: Town of Clifton Park - Robinwood Dr, Bearbrook Ct & Sandlwood Ct 1.5 inch pave with tack 5-27-2022									
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		W200 I Cold Planner				\$2,800.00		\$0.00	
L		Cold Planer Operator				\$790.00	\$140.00	\$0.00	
L		Cold Planer Groudman				\$765.00	\$140.00	\$0.00	
E		Paving Van				\$90.00		\$0.00	
E		Water Truck				\$225.00		\$0.00	
E								\$0.00	
L		W150 Cold Planner				\$1,800.00		\$0.00	
L		Laborer	2	1	4	\$705.00	\$132.00	\$1,938.00	
E								\$0.00	
E		Skidsteer	1	1		\$475.00		\$475.00	
L		Skidsteer Operator	1	1	2	\$765.00	\$140.00	\$1,045.00	
E		Loader				\$400.00		\$0.00	
L							\$140.00	\$0.00	
E		Pickup Sweeper	1	1		\$850.00		\$850.00	
L		Pickup Sweeper Operator	1	1	2	\$695.00	\$130.00	\$955.00	
E		Foremans Pickup	1	1		\$90.00		\$90.00	
L		Foreman	1	1	2	\$790.00	\$140.00	\$1,070.00	
E								\$0.00	
		Total						\$6,423.00	
403	Paving		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E		Paver	1	1		\$1,250.00		\$1,250.00	
L		Paver Operator	1	1	3	\$790.00	\$140.00	\$1,210.00	
E		Roller (10-12 Ton)	1	1		\$645.00		\$645.00	
E		Roller (8-10 Ton)	1	1		\$500.00		\$500.00	
L		Roller Operator	2	1	6	\$765.00	\$140.00	\$2,370.00	
E		Skidsteer	1	1		\$475.00		\$475.00	
E		Paving Van	1	1		\$90.00		\$90.00	
E		Water Truck				\$225.00		\$0.00	
L		Paving Foreman	2	1	6	\$790.00	\$140.00	\$2,420.00	
E		Pickup (Foreman's)	1	1		\$90.00		\$90.00	
L		Screedman	1	1	3	\$705.00	\$132.00	\$1,101.00	
L		Raker	2	1	6	\$705.00	\$132.00	\$2,202.00	
		Total						\$12,353.00	
699	Mobilization		Quantity	Each		Rate		Total	
		W200 I				\$500.00		\$0.00	
		Paver	1	1		\$500.00		\$500.00	
		Skidsteer	2	1		\$500.00		\$1,000.00	
		Loader				\$500.00		\$0.00	
		Tractor Broom				\$500.00		\$0.00	
		Roller	2	1		\$500.00		\$1,000.00	
		Total						\$2,500.00	
402	Materials-Asphalt Concrete		Quantity	Unit		Rate		Total	
		Recycled type 3 binder		Ton				\$0.00	
		Type 3 Binder		Ton				\$0.00	
		Type 6 top	1486	Ton		\$65.03		\$96,634.58	
		Recycled 6 Top		Ton				\$0.00	
		Tack Coat	806	Gal		\$2.95		\$2,377.70	
		Distributer Rental	9	HR		\$181.25		\$1,631.25	
		Trucking	1486	Ton		\$8.55		\$12,705.30	
		Total						\$113,348.83	
		Total						\$134,624.83	

		Evolution Construction Services							
		Po Box 511							
		Mechanicville NY 12118							
Project: Town of Clifton Park - Sleepy HollowDr, Wispering Hills, Pepper Hollow, Mountain Laurel & Gramecy Ct 1.5 inch mill & pave with tack 5-27-2022									
490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total		
E	W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00		
L	Cold Planer Operator	1	1	2	\$790.00	\$140.00	\$1,070.00		
L	Cold Planer Groudman	1	1	2	\$765.00	\$140.00	\$1,045.00		
E	Paving Van				\$90.00		\$0.00		
E	Water Truck				\$225.00		\$0.00		
E							\$0.00		
L	W150 Cold Planner				\$1,800.00		\$0.00		
L	Laborer	1	1	2	\$705.00	\$132.00	\$969.00		
E							\$0.00		
E	Skidsteer	1	1		\$475.00		\$475.00		
L	Skidsteer Operator	1	1	2	\$765.00	\$140.00	\$1,045.00		
E	Loader				\$400.00		\$0.00		
L						\$140.00	\$0.00		
E	Pickup Sweeper	1	1		\$850.00		\$850.00		
L	Pickup Sweeper Operator	1	1	4	\$695.00	\$130.00	\$1,215.00		
E	Foremans Pickup	1	1		\$90.00		\$90.00		
L	Foreman	1	1		\$790.00	\$140.00	\$790.00		
E							\$0.00		
	Total						\$10,349.00		
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total		
E	Paver	1	2		\$1,250.00		\$2,500.00		
L	Paver Operator	1	2	6	\$790.00	\$140.00	\$2,420.00		
E	Roller (10-12 Ton)	1	2		\$645.00		\$1,290.00		
E	Roller (8-10 Ton)	1	2		\$500.00		\$1,000.00		
L	Roller Operator	2	2	12	\$765.00	\$140.00	\$4,740.00		
E	Skidsteer	1	2		\$475.00		\$950.00		
E	Paving Van	1	2		\$90.00		\$180.00		
E	Water Truck				\$225.00		\$0.00		
L	Paving Foreman	2	2	12	\$790.00	\$140.00	\$4,840.00		
E	Pickup (Foreman's)	1	2		\$90.00		\$180.00		
L	Screedman	1	2	6	\$705.00	\$132.00	\$2,202.00		
L	Raker	2	2	12	\$705.00	\$132.00	\$4,404.00		
	Total						\$24,706.00		
699	Mobilization	Quantity	Each		Rate		Total		
	W200 I	1	1		\$500.00		\$500.00		
	Paver	1	1		\$500.00		\$500.00		
	Skidsteer	2	1		\$500.00		\$1,000.00		
	Loader				\$500.00		\$0.00		
	Tractor Broom				\$500.00		\$0.00		
	Roller	2	1		\$500.00		\$1,000.00		
	Total						\$3,000.00		
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total		
	Rap Credit	2775	Ton		(\$3.00)		-\$8,325.00		
	Type 3 Binder		Ton				\$0.00		
	Type 6 top	2806	Ton		\$65.03		\$182,474.18		
	Recycled 6 Top		Ton				\$0.00		
	Tack Coat	1500	Gal		\$2.95		\$4,425.00		
	Distributor Rental	18	HR		\$181.25		\$3,262.50		
	Trucking	2806	Ton		\$8.55		\$23,991.30		
	Total						\$205,827.98		
	Total						\$243,882.98		

			Evolution Construction Services					
			Po Box 511					
			Mechanicville NY 12118					
Project: Town of Clifton Park - Sweet Briar Dr (partial), Hidden Valley Ln & Valley View Ct 1.5 inch mill & pave with tack 5-27-2022								
490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		W200 I Cold Planner	1	1		\$2,800.00		\$2,800.00
L		Cold Planer Operator	1	1		\$790.00	\$140.00	\$790.00
L		Cold Planer Groudman	1	1		\$765.00	\$140.00	\$765.00
E		Paving Van				\$90.00		\$0.00
E		Water Truck				\$225.00		\$0.00
E								\$0.00
L		W150 Cold Planner				\$1,800.00		\$0.00
L		Laborer	1	1		\$705.00	\$132.00	\$705.00
E								\$0.00
E		Skidsteer	1	1		\$475.00		\$475.00
L		Skidsteer Operator	1	1		\$765.00	\$140.00	\$765.00
E		Loader				\$400.00		\$0.00
L							\$140.00	\$0.00
E		Pickup Sweeper	1	1		\$850.00		\$850.00
L		Pickup Sweeper Operator	1	1	2	\$695.00	\$130.00	\$955.00
E		Foremans Pickup	1	1		\$90.00		\$90.00
L		Foreman	1	1		\$790.00	\$140.00	\$790.00
E								\$0.00
		Total						\$8,985.00
403	Paving		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		Paver	1	1		\$1,250.00		\$1,250.00
L		Paver Operator	1	1	2	\$790.00	\$140.00	\$1,070.00
E		Roller (10-12 Ton)	1	1		\$645.00		\$645.00
E		Roller (8-10 Ton)	1	1		\$500.00		\$500.00
L		Roller Operator	2	1	4	\$765.00	\$140.00	\$2,090.00
E		Skidsteer	1	1		\$475.00		\$475.00
E		Paving Van	1	1		\$90.00		\$90.00
E		Water Truck				\$225.00		\$0.00
L		Paving Foreman	2	1	4	\$790.00	\$140.00	\$2,140.00
E		Pickup (Foreman's)	1	1		\$90.00		\$90.00
L		Screedman	1	1	2	\$705.00	\$132.00	\$969.00
L		Raker	2	1	4	\$705.00	\$132.00	\$1,938.00
		Total						\$11,257.00
699	Mobilization		Quantity	Each		Rate		Total
		W200 I	1	1		\$500.00		\$500.00
		Paver	1	1		\$500.00		\$500.00
		Skidsteer	2	1		\$500.00		\$1,000.00
		Loader				\$500.00		\$0.00
		Tractor Broom				\$500.00		\$0.00
		Roller	2	1		\$500.00		\$1,000.00
		Total						\$3,000.00
402	Materials-Asphalt Concrete		Quantity	Unit		Rate		Total
		Rap Credit	1277	Ton		(\$3.00)		-\$3,831.00
		Type 3 Binder		Ton				\$0.00
		Type 6 top	1277	Ton		\$65.03		\$83,043.31
		Recycled 6 Top		Ton				\$0.00
		Tack Coat	693	Gal		\$2.95		\$2,044.35
		Distributer Rental	9	HR		\$181.25		\$1,631.25
		Trucking	1277	Ton		\$8.55		\$10,918.35
		Total						\$93,806.26
		Total						\$117,048.26

John Pingelski

From: Jeff Russo <jeff@evolutionexcavating.com>
Sent: Thursday, May 26, 2022 3:27 PM
To: John Pingelski
Subject: FW: Clifton Park

Thank You,

Jeffrey Russo
Evolution Construction Services
10 Industrial Park Drive
Mechanicville NY 12118
Cell 5189-441-9719

From: Allison Ezequelle
Sent: Thursday, May 26, 2022 3:21 PM
To: Jeff Russo
Cc: Carl Clemente
Subject: Clifton Park

Explanation of Index Increase

Jeff-
Pricing as requested for Clifton Park for June Paving,
June Index \$ 779.00
Bid Index \$ 605.00
 \$174.00

$\$174.00 \times 7.2\% \text{ AC} = \$12.53 / \text{ton escalation} + \text{bid Price } \$ 52.50 / \text{ton} = \$65.03 / \text{ton} + \text{delivery of } \$8.55 = \$73.58 / \text{ton delivered}$

Please let me know if you have any questions ,
Thank you
Allison

Allison Ezequelle
Quality Control
Troy Sand & Gravel / Century Aggregates/ Alliance Asphalt
Cell : 518-391-1276
Email: Allisone@bondedconcrete.com

Disclaimer

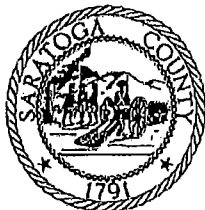
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FILE

ASPHALTY CONCRETE BID REGAP - 22-PWAC-3R
 Bid awarded to all vendors pending project location & availability -- Contract Period From Date of Award -12/31/2022

ITEM	ASPHALT PRICE ADJUSTMENT - FEBRUARY 2022 AVERAGE IS \$65.00/LBS. Ton	CONTACT INFO.	LOCATION OF PLANT	PECKHAM MATERIALS: Gary Metcalf (516) 747-3353 438 Vaughn Road Hudson Falls, NY	Middle Falls, RT 79 Greenwich	PALLETTE STONE Peter Fitzgerald (516) 584-2421 Brook Road Saratoga Springs	CALLANAN INDUSTRIES, INC. Timothy Higgins, Jr. (518) 374-2222 100 Cabapple Lane Watervliet	DOLOMITE PRODUCTS COMPANY, INC. Michael Mastropietro (518) 857-7666 145 Cordell Rd Schenectady	831 NY Rt. 67 Ballston Spa	POMPA BROS., INC. Merianne LaRoche (518) 587-3043 5 Petrifed Gardens Saratoga Springs	NEW CASTLE ASPHALT, LLC Kenneth Ritenburg 518-279-3265 230 Riverside Ave Rensselaer	TROY GRAVEL & SAND CO., INC. Nicholas M. Dinova 518-273-5800 36 Giorgio Road West Sand Lake
Spec. Item 402.256901	F9 Binder Course HMA, 60 Series Compaction			NO BID	NO BID	\$51.60	\$54.70	\$51.45	NO BID	NO BID	\$56.00	\$50.50
Spec. Item 403.117RAP	Base Course (recycled)			NO BID	NO BID	\$51.20	\$52.70	\$49.95	NO BID	NO BID	\$44.75	\$50.50
Spec. Item 403.118902	Type 1 Base Course			NO BID	NO BID	\$51.20	\$54.70	\$51.95	NO BID	NO BID	\$50.75	\$51.00
Spec. Item 403.128902	Type 2 Base Course			NO BID	NO BID	\$51.20	\$54.70	\$51.95	NO BID	NO BID	\$53.00	\$51.00
Spec. Item 403.136902	Type 3 Dense Binder Course			NO BID	NO BID	\$55.60	\$55.95	\$53.20	NO BID	NO BID	\$54.50	\$51.00
Spec. Item 403.13RAP	Blinder Course (recycled)			\$60.00	\$60.00	\$53.60	\$53.95	\$51.20	NO BID	NO BID	\$47.50	\$50.50
Spec. Item 403.178902	Type 6 Top Course			NO BID	NO BID	\$60.60	\$60.90	\$57.90	NO BID	NO BID	\$61.50	\$55.00
Spec. Item 403.16RAP	Type 6 Top Course (recycled)			\$65.00	\$65.00	\$56.60	\$59.90	\$55.90	NO BID	NO BID	\$53.50	\$52.50
Spec. Item 403.178202	Type 6F2 Top Course (high Friction)			NO BID	NO BID	\$82.20	\$81.40	\$58.40	NO BID	NO BID	\$53.50	\$55.00
Spec. Item 403.198902	Type 7 Top Course			NO BID	NO BID	\$63.20	\$63.15	\$60.15	NO BID	NO BID	\$63.25	\$57.00
Spec. Item 403.218902	Trueing & Leveling Course			NO BID	NO BID	\$63.20	\$63.15	\$60.15	NO BID	NO BID	\$63.25	\$58.00
Spec. Item 404-XX	Warm Mix Additive			NO BID	NO BID	\$6.50	NO BID	NO BID	NO BID	NO BID	\$1.50	\$1.50
Spec. Item 403.11RAP	CREDIT for RAP			NO BID	NO BID	(\$2.00)	NO BID	NO BID	NO BID	NO BID	(\$3.00)	(\$5.00)
	HAULING: First five (5) miles (each mile up to 5 miles) -PLUS- each additional mile 6-15 miles -PLUS- each additional mile over 15 miles			NO BID	NO BID	\$0.85	\$0.90	\$0.90	NO BID	NO BID	\$0.80	\$0.75
Item 402.06930118	6.3mm F3 PMHMA, 80 Series Compaction			\$83.50	\$83.50	\$79.20	NO BID	\$76.65	NO BID	NO BID	\$71.00	\$68.00
	HAULING: First five (5) miles (each mile up to 5 miles) -PLUS- each additional mile 6-15 miles -PLUS- each additional mile over 15 miles			NO BID	NO BID	\$0.85	NO BID	\$0.90	NO BID	NO BID	\$0.95	\$0.75
Item 407.02010018	Tack Coat for 6.3mm F3 PMHMA			NO BID	NO BID	\$0.53	NO BID	\$0.65	NO BID	NO BID	\$0.55	\$0.75
	HAULING: First five (5) miles (each mile up to 5 miles) -PLUS- each additional mile 6-15 miles -PLUS- each additional mile over 15 miles			NO BID	NO BID	\$0.53	NO BID	\$0.65	NO BID	NO BID	\$0.40	\$0.75
ADDITIONAL ITEM	Winter Mix/Patching Material			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

cc: C. Coole, Commr. of Public Works, C. Schall, County Auditor



JOHN T. WARMT
Director

SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail
50 WEST HIGH STREET * BALLSTON SPA, NY 12020
Telephone: (518) 885-2210
Fax: (518) 885-2220

MEMORANDUM

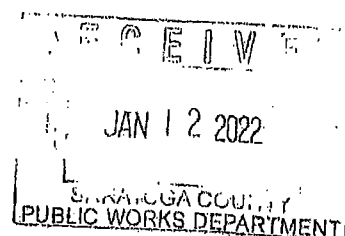
FILE

TO: Chad Cooke, Public Works
FROM: John Warmt, Purchasing *JW*
DATE: January 11, 2022
RE: Pavement Service Rates - 20-PWPSR-46R

All vendors have agreed to extend their prices for Pavement Service Rates, as per bid specification 20-PWPSR-46R.

The extended contract period will run from February 1, 2022 through January 31, 2023.

cc: M. Dunn - Kubricky Construction Corp.
J. Russo - Evolution Construction Services
K. Wilson - Gorman Bros.
R. Longo - Empire Paving of Schenectady
D. Swartwout - New Castle Paving
C. Schall, County Auditor



BID AWARD RECAP - PAVEMENT SERVICE RATES - 20-PWFSR-46R

EVOLUTION CONSTRUCTION SERVICES		KUBRICKY CONSTRUCTION CORP		Empire Paving of Schenectady Inc.		New Castle Paving, LLC		GORMAN BROS., INC.			
Jeffrey Russo - (518) 441-9719 id@evolutionconstruction.com		Michael Dunn - (518) 792-5864 MDunn@kubricky.com		Richard Loep - (518) 256-1119 Rick@empirepaving.net		Dale Swartwout - (518) 275-0226 DSwartwout@newcastlepaving.com		Kevin L. Nichols - (518) 462-5401 kwnichol@gormanroads.com			
PAVING	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	
Paver (10' Street)	\$1,250.00	\$6,250.00	CAT AP1055E	\$1,450.00	\$7,250.00	CAT 1055F	\$1,200.00	\$6,000.00	CAT AP1055E	\$2,900.00	\$14,500.00
Widener	\$1,075.00	\$5,375.00	Blaw-Knox 195D	\$5,000.00	no bid	BLAW-KNOX	\$1,200.00	\$6,000.00	no bid	no bid	no bid
Mixers (cumble chip miller)	no bid	no bid	Wirtgen W600	\$1,500.00	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Cold Paver	\$2,800.00	\$13,500.00	Wirtgen W220	\$2,850.00	\$14,250.00	WIRTGEN W220	\$2,500.00	\$12,500.00	Reidex R2500	\$5,500.00	\$27,500.00
8'x4' Sheet	\$475.00	\$2,375.00	CAT 289C	\$2,575.00	\$12,875.00	CAT 289C	\$2,500.00	\$12,500.00	Cass 1845C	\$900.00	\$4,500.00
Track Coat Distrib. Truck	\$1,450.00	\$7,250.00	Elmer EDK 2000	\$1,450.00	\$7,250.00	Elmer Centennial	\$1,200.00	\$6,000.00	MACK R04HIS	\$4,500.00	\$22,500.00
Track Coat Wagon /Trailer	\$125.00	\$625.00	Lechboy 250T	\$150.00	\$750.00	Various	no bid	no bid	no bid	no bid	no bid
Cold Paver	\$1,800.00	\$9,000.00	Paver (8" Street)	\$1,250.00	\$6,250.00	Paver (8" Street)	\$1,100.00	\$5,500.00	no bid	no bid	no bid
ROLLERS	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	
10-12 Ton	\$645.00	\$3,225.00	CAT CB-64	\$2,150.00	\$10,750.00	CAT CB54	\$1,400.00	\$7,000.00	CAT CB54 XW	\$600.00	\$3,000.00
8-10 Ton	\$500.00	\$2,500.00	CAT CB54XW	\$2,250.00	\$11,250.00	HAMM HD110	\$1,400.00	\$7,000.00	CAT CB44	\$500.00	\$2,500.00
2-5 Ton	\$250.00	\$1,250.00	CAT CB34	\$2,350.00	\$11,750.00	CAT CB34	\$600.00	\$3,000.00	CAT CB32	\$280.00	\$1,400.00
Rebar Tire	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
5-8 Ton (static)	no bid	no bid	IR DD-90	\$500.00	\$2,500.00	CAT CB54 XW	\$600.00	\$3,000.00	HAMM CRW18	\$1,000.00	\$5,000.00
Dirt Roller	\$775.00	\$3,875.00	Dynapac 66"	\$300.00	\$1,500.00	HAMM 1412	\$350.00	\$1,750.00	HAMM 1412	\$1,800.00	\$9,000.00
MISCELLANEOUS	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	
Water Truck	\$725.00	\$3,625.00	F710 2000 Gal.	\$230.00	\$1,150.00	2000 Gal.	\$350.00	\$1,750.00	2000 Gal.	\$350.00	\$1,750.00
Vacuum Truck	\$850.00	\$4,250.00	Mobile Sweeper w/Operator	\$1,400.00	\$7,000.00	Vacuum Sweeper	\$150.00	\$750.00	Polk Stem	\$1,300.00	\$6,500.00
Paving Van /Doe Trailer	\$90.00	\$450.00	Box Van	\$91.00	\$455.00	Box Van	\$200.00	\$1,000.00	Great Dane	no bid	no bid
Broom Tractor	\$350.00	\$1,750.00	New Holland	\$2,000.00	\$10,000.00	New Holland	\$600.00	\$3,000.00	72117210	\$400.00	\$2,000.00
Loader	\$400.00	\$2,000.00	CAT 916	\$400.00	\$2,000.00	CAT 916	\$1,400.00	\$7,000.00	N.B. 53M11	\$400.00	\$2,000.00
Grader	no bid	no bid	CAT 140G	\$200.00	\$1,000.00	CAT 120M	\$1,400.00	\$7,000.00	Dessan DL230-3	\$1,200.00	\$6,000.00
Portable Pughall	no bid	no bid	3M Ton Pickup	\$400.00	\$2,000.00	CAT 160M	\$1,400.00	\$7,000.00	Champion 750A	\$2,000.00	\$10,000.00
Foreman's Truck	\$900.00	\$4,500.00	Tri-Axle Dump Truck	\$800.00	\$4,000.00	F150	\$1,100.00	\$5,500.00	Midland T6000	\$1,100.00	\$5,500.00
Tri-Axle Trailer	\$800.00	\$4,000.00	Price per Light Plant Req'd	\$75.00	\$375.00	Per Light Plant	no bid	no bid	Dodge Ram 3500	\$350.00	\$1,750.00
Light System	no bid	no bid							no bid	no bid	no bid

FILE

LABOR	EVOLUTION CONSTRUCTION SERVICES Jeffrey Busse - (519) 441-9719		KUBRICKY CONSTRUCTION CORP Michael Dunn - (519) 795-5864		EMPIRE PAVING OF SCHEENECTADY INC. Richard Lenge - (519) 354-1119		NEW CASTLE PAVING LLC Dak Smartwood - (519) 375-0226		GORMAN BROS., INC. Kevin L. Kishel - (519) 463-5481	
	4 HOUR DAY	OVERTIME PER HOUR	4 HOUR DAY	OVERTIME PER HOUR	4 HOUR DAY	OVERTIME PER HOUR	4 HOUR DAY	OVERTIME PER HOUR	4 HOUR DAY	OVERTIME PER HOUR
Broom Tractor Operator	\$742.00	\$115.00	\$742.00	\$121.00	\$840.00	\$105.00	\$765.00	\$120.00	\$1,200.00	\$700.00
Paver Operator	\$790.00	\$140.00	\$781.00	\$131.00	\$880.00	\$110.00	\$780.00	\$130.00	\$1,500.00	\$750.00
Roller Operator	\$765.00	\$140.00	\$771.00	\$128.00	\$840.00	\$105.00	\$765.00	\$120.00	\$1,500.00	\$250.00
Vacuum Truck Operator	\$695.00	\$130.00	no bid	no bid	no bid	no bid	\$700.00	\$101.00	\$1,200.00	\$200.00
Scraper	\$705.00	\$132.00	\$615.00	\$105.00	\$688.00	\$86.00	\$650.00	\$101.00	\$1,500.00	\$750.00
Foreman	\$790.00	\$140.00	\$765.00	\$122.00	\$840.00	\$105.00	\$785.00	\$130.00	\$1,500.00	\$250.00
Mixer (Quibb anti spet.)	\$780.00	\$140.00	\$781.00	\$131.00	no bid	no bid	\$780.00	\$130.00	no bid	no bid
Truck Driver	\$695.00	\$130.00	no bid	no bid	\$770.00	\$90.00	\$650.00	\$101.00	\$1,500.00	\$750.00
Skid Steer Operator	\$765.00	\$140.00	\$771.00	\$128.00	\$840.00	\$105.00	\$765.00	\$120.00	\$1,500.00	\$250.00
Cold Paver Operator	\$790.00	\$140.00	\$781.00	\$131.00	\$880.00	\$110.00	\$780.00	\$130.00	\$1,500.00	\$250.00
Cold Paver Operator	\$765.00	\$140.00	\$742.00	\$121.00	\$840.00	\$105.00	\$765.00	\$120.00	\$1,200.00	\$200.00
Loader Operator	\$790.00	\$140.00	\$771.00	\$128.00	\$880.00	\$110.00	\$765.00	\$120.00	\$1,500.00	\$250.00
Grader Operator	\$790.00	\$140.00	\$781.00	\$131.00	\$880.00	\$110.00	\$780.00	\$130.00	\$1,500.00	\$250.00
Pug Mill Operator	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	\$1,500.00	\$550.00
Maintenance & Protection of Traffic (Flagger)	\$795.00	\$132.00	\$605.00	\$98.00	\$680.00	\$45.00	\$650.00	\$101.00	\$1,500.00	\$750.00
Laborer	\$795.00	\$132.00	\$620.00	\$105.00	\$688.00	\$86.00	no bid	no bid	no bid	no bid
Mason (Concrete)	\$765.00	\$140.00								
Carpenter (Concrete)	\$775.00	\$135.00								
MOBILIZATION (delivery & pick-up)										
Paver	\$590.00		\$590.00		\$750.00		\$480.00		\$480.00	\$600.00
Roller	\$560.00		\$560.00		\$750.00		\$490.00		\$490.00	\$600.00
Widener	\$590.00		\$590.00		no bid		\$490.00		\$490.00	\$600.00
Mixers	\$560.00		\$550.00		no bid		\$490.00		no bid	no bid
Broom Tractor	\$590.00		\$590.00		\$750.00		\$490.00		\$490.00	\$600.00
Cold Paver	\$590.00		\$550.00		\$1,000.00		\$450.00		\$450.00	\$600.00
Skid Steer	\$590.00		\$340.00		\$750.00		\$450.00		\$450.00	\$600.00
Loader	\$590.00		\$590.00		\$750.00		\$450.00		\$450.00	\$600.00
Grader	\$590.00		\$550.00		\$750.00		\$490.00		\$490.00	\$600.00
Pug Mill	\$590.00		no bid		no bid		no bid		no bid	\$600.00
TOTAL COST PICK-UP & DELIVERY EACH PIECE										
TOTAL COST PICK-UP & DELIVERY EACH PIECE										

FILE

Notice

[Closed Bid]

Solicitation Number 20-PWPSR-46R
Title Pavement Service Rates

Basic Information

Reference Number 0000229122
Issuing Organization Saratoga County
Owner Organization Department of Public Works
Solicitation Type RFB - Request for Bid (Formal)
Solicitation Number 20-PWPSR-46R
Title Pavement Service Rates
Source ID PU.AG.USA.2439.C3862876
Piggyback Solicitation No

Details

Location Saratoga County, New York
Delivery Point Ballston Spa, NY
Purchase Type Term: 02/01/2020 12:00 AM EST - 01/31/2021 11:59 PM EST
Option: two (2), one (1) year extensions

Dates

Publication 01/06/2020 12:45 PM EST
Questions are submitted online No
Closing Date 01/23/2020 11:00 AM EST

Contact Information

John Warmt
518-885-2210
jwarmt@saratogacountyny.gov

Description

Summary of Specifications:
The County of Saratoga is interested in receiving bids for service rates for various pieces of equipment and/or manpower. Work is related to highway paving operations to be performed anywhere within the County of Saratoga.

Bid Submission Process

Bid Submission Type Physical Bid Submission

Categories

Selected Categories

NIGP Categories (6)	
913	CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)
91319	Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal) Construction, Curb and Gutter (Includes Maintenance, Repair, and Removal)
91350	Construction, Street (Major and Residential)(Includes Reconstruction) Construction, Street (Major and Residential)(Includes Reconstruction)
91375	Maintenance and Repair, Parking Lot and Alley Maintenance and Repair, Parking Lot and Alley
91371	Maintenance and Repair, Highway and Road (To include the removal of asphalt, concrete, bitumens, etc) Maintenance and Repair, Highway and Road (To include the removal of asphalt, concrete, bitumens, etc)
91327	Construction, Highway and Road Construction, Highway and Road
91384	Maintenance and Repair, Street (Major and Residential) Maintenance and Repair, Street (Major and Residential)

This copy of the NIGP Code is the property of the National Institute of Governmental Purchasing, Inc. (NIGP), is displayed and used by BidNet under license from Periscope Holdings, Inc. (the authorized sub-licensor of NIGP), and is protected under the copyright laws of the United States. It may not be copied or used (in whole or part) by any party unless such party is authorized to do so under the terms of a written license agreement entered into with NIGP or its authorized sub-licensors expressly authorizing such party to use the NIGP Code. Unauthorized copying or use is prohibited. Dated: January 2016

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
New Castle Paving	Adrienne McMullen	01/21/2020 11:16 AM EST	Troy	New York
Delsignore Blacktop Paving, Inc.	Debra Newman	01/21/2020 07:32 AM EST	Troy	New York
Pompa Bros	Marianne LaRoche	01/10/2020 03:01 PM EST	Saratoga Springs	New York
Vestal Asphalt, Inc.	Contracts Administrator	01/10/2020 09:06 AM EST	Vestal	New York
Bothar Construction	Thomas Witteman	01/09/2020 02:49 PM EST	Binghamton	New York
valley paving and construction	joel oneil	01/07/2020 09:22 AM EST	schaghticoke	New York
School Wholesale Supplies LLC	JP DAS	01/07/2020 02:51 AM EST	Nashville	Tennessee
Construction Journal	Construction Journal	01/06/2020 03:12 PM EST	Stuart	Florida
Gorman Bros., Inc.	Michael Ryan	01/06/2020 03:04 PM EST	Albany	New York
Highway Rehab. Corp.	Michael Haggerty	01/06/2020 01:58 PM EST	Brewster	New York
IDMC	Bill Philips	01/06/2020 01:39 PM EST	Grand Junction	Colorado
Callanan Industries	Zach Hewke	01/06/2020 01:24 PM EST	Albany	New York
Evolution construction services	Jeffrey Russo	01/06/2020 01:12 PM EST	Mechanicville	New York
Empire Paving of Schenectady, Inc.	Richard Longo	01/06/2020 01:01 PM EST	Duanesburg	New York



Please note that solicitations issued prior to October 29, 2016 can be found here: <http://legacy.empirestatebidsystem.com>

Resolution No. _____ of 2022, A Resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore,

WHEREAS, a Project, CMAQ Moe Road Multi-Use Path Gap Closure, Town of Clifton Park, P.I.N. 176082 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

WHEREAS, the Town Board desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of both construction and construction inspections.

NOW, THEREFORE, the Town Board duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Comptroller to pay in the first instance 100% of the federal and non-federal share of the cost of both construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$150,122.00 (One hundred fifty thousand and one hundred twenty-two dollars and no cents) was appropriated by Resolution No. 100 of 2021, and made available to cover the cost of participation in the design and right-of-way acquisition phases of the Project; and it is further

RESOLVED, that the additional sum of \$910,000.00 (nine hundred ten thousand dollars and no cents) is hereby appropriated from the Unassigned Fund Balance and made available to cover the cost of participation in the construction and construction inspection(s) of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Town Supervisor be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with

the Project and it is further

RESOLVED, this Resolution shall take effect immediately.

Resolution No. 100 of 2021, a resolution authorizing the implementation and funding, in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project and appropriating funds therefore.

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

WHEREAS, a project, CMAQ Moe Road Multi-Use Path Gap Closure, Town of Clifton Park, P.I.N. 1760.82 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % federal funds and 20 % non-federal funds, and

WHEREAS, the Town of Clifton Park desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design and ROW Incidentals Phase; now, therefore; the Town Board duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project, and be it further

RESOLVED, that the Town Board hereby authorizes the Comptroller to pay in the first instance 100% of the federal and non-federal share of the cost of design and ROW incidentals work for the Project or portions thereof, and be it further

RESOLVED, that the sum of \$150,122 (one hundred fifty thousand and one hundred twenty two dollars and no cents) is hereby appropriated from H52-07629-200 (Capital Projects Moe Road @ Grooms Road – Trails – Equipment) and made available to cover the cost of participation in the above phase of the Project, and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and be it further

RESOLVED, that the Town Supervisor be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of Clifton Park, with the New York State Department of Transportation in connection with the advancement or approval of the Project, and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs, and all Project costs within appropriations therefore that are not so eligible, and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation, by attaching it to any necessary agreement in connection with the Project; and be it further

RESOLVED, this resolution shall take effect immediately.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

May 3, 2021



Teresa Brobston, Town Clerk

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, May 11, 2022 2:33 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Planning
Attachments: 627c016e4eade-1760.82_SA2_SponLetter.doc; 627c016e4eda6-1760.82_SA2_Supplemental Agreement Memo.rtf; 627c016e4ef49-1760.82_SA2_Resolution.docx; 627c016e4ff2a-1760.82_SA2_Schedule A.rtf; 627c016e50640-1760.82_SA2_Schedule B.rtf; 627c016e5089e-1760.82_Exec Order 14 and 16 Cert 04.20.22.doc; 627c016e50a10-Appendix 14-16 Executive Order Certification.doc

An item has been submitted to the Resolution Request form for review.

Department: **Planning**
Your email: **jviggiani@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **06-06-2022**

Brief Description: Request for the Town Board to authorize a Supplemental Agreement with New York State Department of Transportation for the Construction & Construction Inspection Phase of the Moe Road Multi-Use Path Gap Closure Project, PIN 1760.82. Specifically, this request is for authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds.

WHEREAS, a Project, CMAQ Moe Road Multi-Use Path Gap Closure, Town of Clifton Park, P.I.N. 1760.82 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

WHEREAS, the Town of Clifton Park desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Construction and Construction Inspection.

Budget #:
Budget Description: **Construction & Construction Inspection Phase for PIN 1760.82 Moe Road Multi-Use Path Gap Closure Project**
\$ Amount: **\$910,000.00**

Additional Comments/Details: **This project extends the path from Okte Elementary School on Crescent Road to the west to the intersection of Moe Road; and then will bear north on Moe Road, along the west side, up to the intersection with Sugarbush Road, and an intersecting neighborhood trail.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

May 6, 2022

John Scavo
Planning
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

**RE: Supplemental Agreement #2 and Resolution –
PIN 1760.82, D040304, CMAQ Moe Rd Multi-Use Path
Gap Closure, Town of Clifton Park, Saratoga County**

Dear Mr. Scavo:

Enclosed is the proposed Supplemental Agreement #2 and Resolution required for the above subject project. These documents need to be enacted by the Town Board in order for NYSDOT to provide approved Federal funding reimbursements to the Town of Clifton Park for work to be accomplished on the Construction phase of your project.

Instructions

- (A) We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A, and Schedule B. Please **keep** these documents for your records.
- (B) We have provided you with a single copy of a draft resolution. The Town Board should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. **Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation.** (A) Please return either a single electronic scan of the certified resolution or 3 (three) originals with the required certificates and raised seals. Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.
- (C) Because you are receiving this letter via email, we have provided you with 1 (one) copy of the necessary signature page. Please make 5 (five) copies & return all 5 (five) copies with original signatures, dated and notarized to this office with the above original resolutions. You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

If you have any questions concerning the procedures, please call me (518) 485-1715.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorenzo DiStefano".

Lorenzo DiStefano, P.E.
Region One Regional Local Project Liaison
Program Development and Management

Sponsor: **Town of Clifton Park**
PIN: **1761.79** BIN: _____
Comptroller's Contract No. **D040304**
Supplemental Agreement No. **2**
Date Prepared: **05/06/2022** By: **JC**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D040304 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Town of Clifton Park (the Sponsor)
Acting by and through the **Supervisor**
with its office at **One Town Hall Plaza, Clifton Park, NY 12065.**

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase **Construction** which covers eligible costs incurred on/after **5/20/2021**
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: Town of Clifton Park
PIN: 1761.79 BIN: _____
Comptroller's Contract No. D040304
Supplemental Agreement No. 2
Date Prepared: 05/06/2022 By: JC
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Saratoga

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law ' 112



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

May 5, 2022

John Scavo
Planning
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

**RE: NEW YORK STATE EXECUTIVE ORDER #14 AND EXECUTIVE ORDER #16
CERTIFICATION
PIN 1760.82, D040304**

Mr. Scavo,

New York State Governor Kathy Hochul has signed Executive Order #14 and Executive Order #16 which directs State Entities, to the extent practicable, to divest their money and assets and terminate contracts with institutions or companies headquartered in Russia or with their principal place of business in Russia and refrain from entering into any new contract or renewing any existing contract with an Entity conducting business operations in Russia or who are transacting business with commercial entities headquarter in Russia until such time as sanctions imposed by the federal government are no longer in effect. As a recipient of federal and/or state funds, the Executive Orders apply to all agreement/contracts entered with New York State.

We are in receipt of the Sponsor's name locally executed agreement. However, the agreement has yet to be executed by the State of New York. Due to the Governor's Executive Order, the attached Appendix 4-16 Executive Order #14 and Executive Order #16 Certification must be signed by the Sponsor's executive, legal representative, or Responsible Local Official and returned to the NYSDOT Regional Office before the State may execute the agreement.

If there are any questions regarding Appendix 4-16, please contact Alex Poland at 518-485-0855 or me at 518-485-1715.

Sincerely,

Lorenzo Distefano, P.E.

Attachment: Appendix 4-16

NEW YORK STATE DEPARTMENT of TRANSPORTATION

NYSDOT Contract No. D040304

Executive Order 14 and Executive Order 16 Certification

This certification is required from all Sponsors prior to contract / agreement execution.

New York State Executive Order No. 14 directs State Entities, to the extent practicable, to divest their money and assets and terminate contracts with institutions or companies headquartered in Russia or with their principal place of business in Russia, "protecting New York from financing discrimination against the Ukrainian people". New York State Executive Order (herein, "Executive Order") No. 16 directs State Entities to refrain from entering into any new contract or renewing any existing contract with an Entity conducting business operations in Russia until such time as sanctions imposed by the federal government are no longer in effect.

For purposes of this certification, and as set forth in Executive Order No. 16, an "Entity conducting business operations in Russia" means "an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership."

Notwithstanding the foregoing, an Affected State Entity may contract with an Entity conducting business operations in Russia provided that the head of the Affected State Entity makes a determination in writing that the investment or contract is necessary for the Affected State Entity to perform its functions and that no suitable investment or contractual alternatives exist.

In accordance with Executive Order No. 14 and Executive Order No. 16 (collectively, "the Executive Orders"), specific to the bid or proposal submitted for the above referenced contract or solicitation, and as evidenced by signature affixed hereto, Offeror/Bidder/Contractor (or any assignee) certifies they: (1) are not an Entity conducting business operations in Russia, (2) are not conducting, will not conduct, and will not engage any such company that conducts, commercial activity with (a) the Russian Government, and (b) commercial entities headquartered in Russia or with their principal place of business in Russia, in the form of contracting, sales, purchasing, investment, or any business partnership.

NYSDOT reserves the right to reject any bid, proposal, grants, or request for assignment of any Offeror / Bidder / Contractor / Sponsor, and to pursue a responsibility review with respect to any entity that is awarded a contract, if found to be in violation of this Certification or the Executive Orders.

Sponsor [Name]:

By [signature]: _____

Name [print]:

Title:

Date: _____, 20

This certification must be signed by an authorized executive or legal representative

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1760.82**

OSC Municipal Contract #: D040304	Contract Start Date: 5/20/2021 _(mm/dd/yyyy)	Contract End Date: 8/31/2028 _(mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
---	---	---

Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Town of Clifton Park
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BIKE/PED./FACILITIES **County** (If different from Municipality): Saratoga

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*

Project Description: CMAQ Moe Road Multi-Use Path Gap Closure, Town of Clifton Park, Saratoga County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$	\$	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1760.82.121	Current	CMAQ	\$71,000.00	\$56,800.00	\$0.00	\$14,200.00
	Old	CMAQ	\$	\$56,800.00	\$0.00	\$14,200.00
1760.82.221	Current	CMAQ	\$106,000.00	\$84,800.00	\$0.00	\$21,200.00
	Old	CMAQ	\$	\$28,637.00	\$0.00	\$7,159.00
1760.82.NPS	Current	100% Local	\$43,326.00	\$0.00	\$0.00	\$43,326.00
	Old	100% Local	\$	\$0.00	\$0.00	\$43,326.00
1760.82.321	Current	CMAQ	\$910,000.00	\$728,000.00	\$0.00	\$182,000.00
	Old		\$	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,130,326.00	\$869,600.00	\$ 0.00	\$260,726.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$869,600.00	\$ 0.00	\$ 0.00	\$260,726.00	\$1,130,326.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

 Name: Josephine Carrasquillo
 Phone No: 518-242-5074

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**
- 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**
- 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.
- 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.
- 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.
- 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.
- 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.
- 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign a lease agreement with National Business Technologies, for a Digital Copying system for use by the Town Clerk's Office.

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

WHEREAS, Town Clerk, Teresa Brobston, has requested that a new digital copier/printer be leased for use by the department; and

WHEREAS, the proposed cost for leasing the copier has been budgeted per the attached schedule; and

WHEREAS, quotes were received with National Business Technologies submitting the lowest quote of \$135.46 per month for 36 months; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to enter into a lease agreement with National Business Technologies, for a Kyocera TASKalfa 3352ci copier/printer system, for thirty-six (36) months, for a lease plus service charge totaling \$149.71 per month, plus \$.0057 for black and white copies exceeding 2500 pages, and \$.047 for color copies, to be paid from A-1410-3 [Town Clerk Copier].

Jean, Spiegel

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, May 31, 2022 1:47 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Town Clerk
Attachments: 629654a8e0632-TC Copier backup .22.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Town Clerk**
Your email: **tbrobston@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **Teresa Brobston**

Requested Meeting Date: **06-06-2022**

Brief Description: **National Business Technologies, for a Kyocera TASKalfa 3352ci copier/printer system lease**

Budget #: **A-1410-3**

Budget Description: **Town Clerk-Copier**

\$ Amount: **\$135.46 month/36 month lease, plus \$14.25/month includes 2500 Black & White, over \$0.0057 for black and white copies and \$0.047 for color copies.**

Additional Comments/Details: **Previous Resolution was No. 201 of 2019**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Town of Clifton Park Town Clerk's Office copier lease quotes 2022

Requested: 35 page per minute copier, duplexing, sort, stack & staple, 2-500 sheet drawer & bypass tray, fax capabilities, charge for black & white and color copies, maintenance.

Recommend- National Business Technologies for the Kyocera TASKalfa3554ci copier/printer system

		Electronic Business Products	National Business Technologies	Northco Products	Repeat Business
Machine		Ricoh IM C3500	Taskalfa 3554ci	Sharp BP-50C36	Ricoh IM C3500
Speed		35	35	36	35
Paper System		2-500 sheet drawers 125 sheet bypass	2-500 sheet drawers 140 sheet bypass	2-500 sheet drawers	2-550 sheet drawers & bypass
Lease 36 month		\$207.98	\$135.46	\$173.00	\$218.00
Annual lease		\$2,495.76	\$1,625.52	\$2,076.00	\$2,616.00
Service Charge	Black & White Color	0.0082 0.0540	\$14.25/month includes 2500 B&W 0.0057 0.047	0.007 0.05	0.0075 0.04
Appox. 3 year service charge total	Black & White 155,000 Color 20,000	\$1,271.00 \$1,080.00	\$513.00/36 months B&W \$370.50 \$940.00	\$1,085.00 \$1,000.00	\$1,162.50 \$800.00

NATIONAL[®] Proposed Investment
Business Technologies

MSRP Cost: \$15,936.25
NYS Contract Price: \$ 4,869.00
60 Month Lease Payment: \$ 135.46 / Month

36
CP per Jimmy Kowalski 5/18/22
SLB 36 month lease

**Includes Installation, Setup & Training on Device*

Gold Alliance Service Pricing:

\$14.25 / Month Includes 2,500 Mono Copies

Mono Rate: \$0.0057

Color Rate: \$0.0470

GOLDAlliance Service Includes:

- Unlimited service
- All parts
- All labor
- * • Mono toner + color toner (Spoke to Jimmy K 5/19/22)
- NFS (National Fleet Services)
- FREE setup and delivery
- Automated toner ordering
- Automated meter reads





Proposal for:

Town of Clifton Park

Town Clerk's Office

Sharp BP-50C36

Features:

36 page per minute color MFP

Copy/Print/Scan/Fax

2- 500 sheet paper drawers up to 11x17

Saddle Stitch Booklet Maker

Fax Board

Lease Pricing: 36 months- \$173.00 a month

This includes Freight, Delivery and Power Filter.

None of the above pricing includes tax. Fair Market Value lease.

Service Pricing: \$0.007 for black and white, \$0.05 for color

Includes: all parts, all labor, all travel time.

Free Delivery

Free Toner



Technology Solution

May 9, 2022

Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

Repeat Business Systems, Inc. is a vibrant technology leader with a big heart focused on service, integrity, and true partnership. Founded in 1987, Repeat Business Systems has three divisions: Hardware, Software, and IT Consulting. We provide workflow efficiencies and cost savings analysis. RBS has won many local and national awards. These include Small Business of the Year, Top Workplaces, Family-Owned Business of the Year, and Best Places to Work. Extensive customer surveys have found >95.7% satisfaction with our customer service. We look forward to becoming your trusted partner in technology.

MODEL	DESCRIPTION	Mono Service Rate	Color Service Rate
Ricoh IM C3500	Ricoh IM C3500 Fax, (2) 550 sheet paper trays, staple finisher	\$0.0075	\$0.040

Lease Payment	Term
\$218	36 months FMV

This Proposal Includes the Following:
Removal of old device, delivery, set-up, and training
Print Management Analysis and Cost Savings

Supply Pricing
All toner, parts, image drums, and consumable supplies, excluding paper and staples

Thank you for this opportunity. If you have any questions, please contact me at (518) 596-4681 or mdaugherty@rbs-usa.com.

Sincerely,
Mike Daugherty



Repeat Business Systems, 4 Fritz Boulevard, Albany, NY 12205
518.869.8116
www.repeatbusinesssystems.com
sales@rbsalbanyny.com

WE WILL SELL OR REPLENISH THE EQUIPMENT TO ANY PERSONS WH... public or private sales, with or without notice to YOU, the costs and expenses of such sale or re-rent to YOU by any deficiency and with any excess being retained by US from any such rental shall be discounted to the per year. Any delay or failure to enforce OUR rights enforcing any rights at a later time. If interest is chari lawful rate, WE will refund such excess to YOU, which

YOU are also required to pay (i) all expenses inclu ment of any remedies, including all expenses of repos ing the Equipment, and (ii) reasonable attorneys' fees.

16. PURCHASE OPTION: Upon expiration of the 1 YOU shall have the option to purchase all but not than as indicated in the End of Lease Options checked above determine the Equipment's fair market value for all FMV the Equipment remaining in place. Leases with \$1.00 f

17. SECURITY DEPOSIT: Any security deposit is security deposit to cure any default by YOU, in which e so applied, if YOU are not in default, any security depri tion of this Lease.

18. WARRANTIES: YOU warrant and represent th purposes, and not for personal, family or household p 19. UCC FILINGS AND FINANCIAL STATEMENT

Installed 9/23/19

Lease signed 8/21/19

60 day notice

notify before 6/21/22

7. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

IN THE EVENT THE LEASE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER AND/OR THE MANUFACTURER, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

8. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and that the rights of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

9. REDELIVERY AND RENEWAL: Upon at least sixty (60) but not more than one hundred twenty (120) days written notice to US prior to the expiration of the Lease term, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the Lease term. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Lease shall renew for consecutive sixty (60) day periods and YOU agree to continue to make Lease Payments at the same monthly Lease Payments as set forth in the Lease subject to the right of either party to terminate the Lease upon sixty (60) days written notice, in which case YOU will immediately deliver the Equipment to US as stated in this paragraph. YOU are solely responsible for removing all data from all disk drives and magnetic media prior to returning the Equipment and selecting an appropriate removal standard that complies with applicable law.

10. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. YOU agree to promptly notify US in writing of any loss or damage. If the Equipment is destroyed and WE have not otherwise agreed in writing, at OUR election, YOU will either repair or replace the damaged/destroyed Equipment with comparable equipment acceptable to US, or pay to US (a) all past due amounts and (b) all remaining payments for the unexpired term, plus OUR booked residual (both discounted at 3%).

11. INDEMNITY: WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Lease.

12. TAXES: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Lease Payment or as billed by US. YOU