


TOWN OF CLIFTON PARK TOWN BOARD MEETING

October 16, 2023

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

- **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
October 16, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Schedule a Public Hearing for 2024 Preliminary Budget for November 9, 2023	P. Barrett
2. Town Board	Schedule a Public Hearing on the withdrawal of funds from the Open Space Capital Reserve Fund for the purchase of Maple Hill Farms Permanent Conservation Easement Deed on November 6, 2023	P. Barrett
3. Town Board	Appoint Jason Lurie as a member of the Industrial Development Agency (IDA)	P. Barrett
4. Town Board	Direct Highway Superintendent to provide information for job openings to the Town's Communications and Technology office for posting on the Town's website and related public channels	P. Barrett
5. Town Board	Admonish the Highway Superintendent for violation of the existing Highway Law §284 agreement	P. Barrett

RESOLUTION

#1

Resolution No. _____ of 2023, a resolution scheduling a public hearing to consider the 2024 Preliminary Budget.

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

WHEREAS, the Town Board wishes to obtain comment regarding the 2024 Preliminary Budget, and

WHEREAS, salaries of the town's elected officials as proposed are attached; now, therefore, be it

RESOLVED, that a public hearing is hereby scheduled for Thursday, November 9, 2023 at 7:02 p.m. in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, New York, to consider the 2024 Preliminary Budget; and be it further

RESOLVED, that the Town Clerk publish appropriate notice of same.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Tuesday, October 10, 2023 2:36 PM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #515

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Comptroller

Your Name: Mark Heggen

Your Email: mheggen@cliftonpark.org

Sponsor: P. Barrett

Meeting Date: 10/16/2023

Alternate Date: 10/16/2023

Budget Number: None

Budget Description: None

Amount: 0

Brief Description: Schedule public hearing on 2024 Preliminary Budget for November 9, 2023 at 7:02 pm

Add Supporting Docs:

Additional Comments/Details: Budget hearing must be held at the latest 2 days after election day (November 7, 2023)

Agree to Terms: Agree

RESOLUTION

#2

Resolution No. ____ of 2023, resolution scheduling a Public Hearing regarding a proposal to withdraw up to \$405,575 from the Open Space Capital Reserve Fund for the acquisition of a permanent conservation easement over 71± acres of farmland on Ashdown Road.

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

WHEREAS, by Resolution No. 49 of 2003, the Town Board established an Open Space Capital Reserve Fund pursuant to General Municipal Law §6 (c), in order to invest in the preservation of open space within the Town, and

WHEREAS, by Resolution No.150 of 2019, the Town Board authorized the Supervisor to sign a master grant contract with the State Department of Agriculture and Markets, through the Department's Farmland Protection Implementation Grant Program, which operates as a reimbursement grant, to support the purchase of a permanent conservation easement over the operating farmlands known as Maple Hill Farm, at 110 Ashdown Road, otherwise identified as SBL 263.-2-8.1, for a grant value to cover up to 75% of the total project costs, and

WHEREAS, by Resolution No. 6 of 2020, the Town Board authorized the Supervisor to execute a Farmland and Open Space Grant Contract with the County of Saratoga for additional funding of \$14,000 to support the Maple Hill Farm development rights purchase, which will also operate as a reimbursement grant, and

WHEREAS, the Town Board proposes to fund the acquisition cost for the property rights of \$405,575 in the first instance, through a withdrawal from the Open Space Capital Reserve Fund, with subsequent disbursements from grant funding sources to be redeposited to the fund for future projects, and

WHEREAS, the acquisition will bring the total acreage permanently preserved by the Town since fiscal year 2000 to over 2076 acres, 258 acres of which are protected working farms, and

WHEREAS, the Town Board wishes to hold a Public Hearing to solicit input from the public for the withdrawal from the Open Space Capital Reserve Fund for the project; now therefore be it,

RESOLVED, that a public hearing is hereby scheduled for November 6, 2023, at 7:05pm, in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, NY, regarding a proposal to withdraw \$405,575 from the Open Space Capital Reserve Fund for the purchase of permanent conservation easement over 71± acres of farmland on Ashdown Road.

Resolution No. 49 of 2003, a resolution creating an Open Space Capital Reserve Fund.

Introduced by Councilman Paolucci, who moved its adoption, seconded by Councilman Roth.

WHEREAS, there is an increased need for open space development, and

WHEREAS, the Town Board is desirous to create a special fund for this purpose, and

WHEREAS, there presently exists a significant undesignated fund balance that is dedicated to support the best interests of the Town residents; now, therefore, be it

RESOLVED, that a Capital Reserve Fund be created and dedicated to open space development, and be it further

RESOLVED, that the sum of \$100,000 be withdrawn from the Town's current undesignated Fund Balance (A-909) to be deposited in the Open Space Capital Reserve Fund; and be it further

RESOLVED, that any further applications for payment from said Reserve Fund must comply with General Municipal Finance Law Section 6-c and NYS Town Law Section 209-9, as amended from time to time, may require a public hearing, and may be subject to permissive referendum.

ROLL CALL VOTE

Ayes: Councilman Paolucci, Councilman Speckhard, Councilman Roth,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

March 10, 2003

Patricia O'Donnell, Town Clerk

Cynthia, Zlogar

From: Tom McCarthy
Sent: Thursday, October 12, 2023 11:11 AM
To: Cynthia, Zlogar
Subject: FW: Protected Acres in Clifton Park - Before and After Maple Hill Farm

Also include this in the backup for the FPIG resolution

From: Jennifer Viggiani <JViggiani@cliftonpark.org>
Sent: Tuesday, October 10, 2023 3:20 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: Protected Acres in Clifton Park - Before and After Maple Hill Farm

Hi Tom,

Today, the number of Acres of Preserved Open Space is **2,005 acres** (see breakdown below) *since 2000*.

BEFORE MAPLE HILL FARM is protected:

Total public lands acquired since 2000 (as of September 2023) =	1,817.5 acres
Total Farmland Permanently Protected since 2000 =	<u>187.5 acres</u>
TOTAL PUBLICLY PROTECTED OPEN SPACE SINCE 2000 =	2,005 acres

AFTER MAPLE HILL FARM is protected:

- **WITH Maple Hill Farms, the total Farmland Protected will be an additional 71.262 acres for a NEW total of 258.76 acres of farmland protected.**
- **With MAPLE Hill Farms, the new Total Acres of Protected Open Space (since 2000) will be 2,076 acres.**

Thank you,

Jen Viggiani
Town of Clifton Park – Planning Department
www.cliftonpark.org

RESOLUTION

#3

Resolution No. ____ of 2023, a resolution appointing Jason Lurie as a member of the Industrial Development Agency (IDA).

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

WHEREAS, a vacancy exists on the IDA, and

WHEREAS, Jason Lurie has been recommended to fill the position, and

WHEREAS, Mr. Lurie has the background experience, education and training to act effectively as a member; now, therefore be it

RESOLVED, that Jason Lurie is hereby appointed as a member of the IDA for a 3-year term, term to expire December 31, 2026.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Wednesday, October 11, 2023 1:15 PM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #516

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Supervisor's Office
Your Name: Jean Spiegel
Your Email: jspiegel@cliftonpark.org
Sponsor: Phil Barrett
Meeting Date: 10/16/2023
Alternate Date: 10/22/2023
Budget Number: na
Budget Description: na
Amount: 0
Brief Description: Appoint Jason Lurie to the IDA as a Member for a 3 year term
Add Supporting Docs:
[4b814c47275c29c1_Lurie Jason - Cover Letter.pdf](#)
Additional Comments/Details: no additional comments
Agree to Terms: Agree

Resolution 4

Resolution No. ___ of 2023, a resolution directing the Highway Superintendent to provide information for job openings for snowplow truck drivers to the Town's Communications and Technology office for posting on the Town's website and related public channels.

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

WHEREAS, 7 employees of the Town's Highway Department have left the Department for other employment just this year, 4 of whom were Motor Equipment Operators who carry Commercial Drivers Licenses and operate the Department's plow trucks, and

WHEREAS, The Highway Superintendent has not provided information relative to these job openings and salary structure to the Town's Communications and Technology office for posting on the Town's website, official social media pages or through other official channels, such as the routine and customary CSEA posting boards, instead limiting such postings to his personal social media pages and private sources, and

WHEREAS, the Town Board recognizes that the filling of job openings for snow route truck drivers is a high priority for the Town, and wishes that the Highway Department utilize all official and customarily recognized methods to identify and recruit qualified candidates for truck driver positions at the Department, consistent with other Clifton Park Town Departments; now, therefore, be it

RESOLVED, that the Highway Superintendent is directed to provide all information relative to job openings and salary ranges to the Communications and Technology Coordinator for posting at Cliftonpark.org and to Town of Clifton Park social media pages .

Resolution 5

Resolution No. ____ of 2023, a resolution admonishing the Highway Superintendent for violation of the existing Highway Law §284 agreement.

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

WHEREAS, Section 284 of the Highway Law requires a written agreement between the Highway Superintendent and the Town Board, and

WHEREAS, by Resolution No. 186 of 2023, the Town Board approved the attached Highway 284 agreement with the Superintendent which was not submitted to the Town Board by the Highway Superintendent until June 30th of 2023 despite multiple previous requests for information, and

WHEREAS, by Resolution No. 192 of 2023 the Board and superintendent agreed to an amendment of the 284 agreement by adding certain streets and courts to the 284 agreement as requested by the Town Board and directed the paving to take place utilizing Highway funds previously appropriated for paving purposes by the Board but unspent by the Highway Superintendent, and

WHEREAS, pursuant to the Statute and to judicial opinion applying Highway Law Section 284, the Highway Superintendent may not make any payments for highway repairs in absence of an agreement with the Town Board, and may not divert monies appropriated for expenditures called for by such agreement to other streets or roads not covered by the agreement, and

WHEREAS, Board members have witnessed paving operations and expenditures for paving purposes that have been made in excess and outside of the listed projects listed in the existing 284 agreement, as amended; now, therefore, be it

RESOLVED, that based on the facts of this situation it is the sense of the Board that the Highway Superintendent's expenditure of funds outside of the statutory agreement constitutes misconduct and maladministration of his office.

Resolution No. 141 of 2023, a resolution directing the Highways Superintendent to cease paving streets and highways within the Town pending execution of an agreement on funding pursuant to Highway Law.

Introduced by Councilman O'Hara, who moved its adoption, seconded by Councilwoman Walowit.

WHEREAS, Section 284 of the Highway Law requires a written agreement between the Highways Superintendent and the Town Board, and

WHEREAS, by Resolution No. 100 of 2023, the Town Board approved a paving contract with Evolution Construction Services and Jointa Lime Co. for the 2023 Clifton Park Highway Paving program, and

WHEREAS, the Town Board has requested a written paving list and agreement multiple times at Town Board meetings, under Section 284 of the Highway Law, from the Town Superintendent of Highways, and

WHEREAS, to date, the Superintendent has failed and refused to provide either a full list of highways scheduled to be paved during the Summer/ Fall of 2023 or an agreement pursuant to the Highway Law; now, therefore, be it

RESOLVED, that the Highways Superintendent is directed to provide a full and complete proposed list of Town streets and highways to be repaved and maintained pursuant to the contracts approved in Resolution No. 100 of 2023, by July 3, 2023, in order to continue operating pursuant to the contracts approved in such resolution.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

June 20, 2023

Teresa Brobston, Town Clerk

Resolution No. 186 of 2023, a resolution approving the current draft 284 Agreement.

Introduced by Councilman O'Hara, who moved its adoption, seconded by Councilman Morelli.

BE IT RESOLVED, to approve the current draft 284 agreement that was received stamped by the Town Clerk on June 30, 2023 with Exhibit A, Exhibit A being the emailed memorandum from Councilman O'Hara to the Highways Superintendent dated July 18, 2023, and the response from Highways Superintendent Bull dated July 26, 2023.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

August 7, 2023

Teresa Brobston, Town Clerk

Resolution No. 192 of 2023, a resolution authorizing additional Town road paving up to \$300,000 from the Highway Fund and amending the Highways Superintendent's 2023 Paving Budget report, per the approved Section 284 Agreement.

Introduced by Councilman O'Hara, who moved its adoption, seconded by Councilwoman Walowit.

WHEREAS, by Resolution No. 186 of 2023, the Town Board approved an agreement with the Highways Superintendent, pursuant to NYS Highway Law 284 for the 2023 Paving Budget and paving season, and

WHEREAS, the Town Board wishes to add funds to the 2023 Highway Paving Budget for the purpose of including Westchester Drive, Carriage Road, and adjoining Courts of Westchester, Lexington, Equinox and Hawthorne, to the approved 284 Agreement; now, therefore, be it

RESOLVED, that authorization is hereby granted to the Comptroller to transfer an amount not to exceed \$300,000 from DA-00915 (Highway Assigned Unappropriated Fund Balance) to DA-5110-00030 (Highway-Paving & Blacktop), for the additional paving projects planned for 2023, and be it further

RESOLVED, that the streets shall be paved during the 2023 paving season, using the mill and pave method already specified for all other streets currently named in said Agreement, and the Highways Superintendent shall add these streets to the 284 Agreement list for 2023; and be it further

RESOLVED, that the approved Highway Law §284 Agreement is amended accordingly, and the Town Clerk is asked to keep and file a copy of this Resolution with the 284 Agreement, as approved on August 7, 2023.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

August 21, 2023

Teresa Brobston, Town Clerk



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | Fax: (518) 371-1136

MEMORANDUM

Date: June 7, 2023

To: Dahn Bull,

From: Phil Barrett

Subject: Highway Law Section 284 Agreement for 2023

As you know, Section 284 of the Highway Law requires a written agreement between the Town Board and your office detailing the paving list and schedule for each year. I have been asking you, both privately and at recent Town Board meetings, to provide a list of the Town Streets and roads that you propose to repave this summer. To date, you have not provided a final list of streets to be repaved or an accounting of the estimated cost for each individual project, nor have you given the Town Board any confidence that you intend to abide by your legal obligation to do so.

Currently, you are in violation of the State Highway law, which is a clear and premeditated violation of the oath of office for the office that you hold. In addition, you have approved of methodology of pavement in areas such as Brian Drive, Taylor Drive, and Robinson Street in Rexford that has generated multiple complaints from residents. The Town Board would not have approved these methods if your intent to do so had been disclosed, and it appears that these streets will need to be repaved or addressed in some manner.



DAHN S. BULL

SUPERINTENDENT OF HIGHWAYS

MEMO

To: Chris O'Hara, Town Councilman
From: Dahn S. Bull, Superintendent of Highways
Date: July 26, 2023
Re: Response to Request – 284 Agreement

Below, please find my responses to your questions.

1. General Repairs is the total monies available this year for road repairs. It is the combination of several revenue streams. These are the monies allocated by the town, CHIPs allocated by the State DOT and additional programs allocated by the New York State Legislature, PAVE-NY, Pave Our Potholes (POP) and Emergency Weather Recovery (EWR). While all revenue streams (subtracting other minor planned expenditures) combined equal the \$1.089 million, unforeseen obstacles may arise in the paving process, hence the \$70k budgetary buffer.
2. The Wish list and the 284 are different documents. The Wish list is a combined cost of nearly \$2.2 million. In the past, an additional million was added by the Town Board. That has not happened so roads were cut from the list. Yes, there is a mistake in the number, but I added the streets available and came to the total of 29,635, there was a measurement error on one of the roads. We measured lane miles instead of road miles.
3. These numbers are rough estimates. We cannot account cent for cent of a project, so we must make estimates. These estimates come to \$1,019,000.00, leaving room for any overruns in order to not go over the budgeted amount of 1,089,000.00. For example, the paving estimates were created believing that tonnage for asphalt would be roughly \$60/ton.
4. While chip sealing is a process used by surrounding towns, Saratoga and Schenectady Counties, if the Town Board no longer wishes to support these projects for rural camp roads, we can perform development processes on these roads which are incredibly expensive and invasive which will reduce the number of roads we can complete. The problematic roads had been approved by the town board at a previous meeting.
5. While the issue was discussed at the Town Board meeting, a resolution has not been received by the Highway Department. Communication with the Town Clerks Office established that a resolution was not drafted or passed. Upon receipt of a resolution, I will place the desired neighborhood on the 284.
6. Final list is established by the management team at the Highway Department. Suggestions are given by residents, community visitors, highway employees and anyone else who suggests. Each inquiry is reviewed and observed and determined whether a credible recommendation for being placed on the following years paving list.

If you have any other questions, please feel free to contact me. As I stated earlier in an email on July 20, 2023, I would be happy to meet. When you feel comfortable meeting with me and my team, we are here.



Neutral

As of: October 13, 2023 2:32 PM Z

Myruski v. Town Board of Goshen

Supreme Court of New York, Orange County

September 14, 1976

No Number in Original

Reporter

87 Misc. 2d 1063 *; 386 N.Y.S.2d 984 **; 1976 N.Y. Misc. LEXIS 2362 ***

John Myruski et al., Plaintiffs, v. Town Board of the Town of Goshen et al., Defendants

Core Terms

highway, town board, funds, budget, highway department, obligations, appropriated, amounts, fiscal

Case Summary

Procedural Posture

In plaintiff Town superintendent's action against respondent Town board seeking damages and a declaration that the board's attempted termination of the superintendent and the closing of the Town's department of highways was illegal, the superintendent sought a preliminary injunction enjoining the board from unilaterally terminating the superintendent and closing the department.

Overview

Due to the premature exhaustion of the Town's department of highways' budget, the town ordered the department closed for an undetermined period of time. The board also ordered the funds in the highway accounts to be withdrawn to pay outstanding debts and sent notice that no further supply bills would be approved. The superintendent filed an action seeking damages from the board and a declaration that the board's actions were illegal. The superintendent also sought a preliminary injunction against the board's termination of the superintendent's position and of the department. The court found that under the statutory restrictions placed on the budgets of highway funds, the board's order terminating the employment of the department's employees and the superintendent was a nullity and that a preliminary injunction was unnecessary. The court also found that the board had

the authority to refuse to make payment for obligations that exceeded the budget amounts and that if the superintendent continued to incur debts in connection with the department that exceeding the appropriated amounts he would become personally liable for those debts.

Outcome

The court denied the superintendent's request for a preliminary injunction.

LexisNexis® Headnotes

Governments > Local

Governments > Administrative Boards

Transportation Law > Water

Transportation > Waterways

Governments > Local Governments > Employees & Officials

Governments > Local Governments > Finance

HN1 [📄] **Local Governments, Administrative Boards**

N.Y. High. Law § 140 constitutes the superintendent of highways as an officer elected independently of the other members of the town board, with independent responsibility for the maintenance and repair of town highways and bridges and the removal of obstructions caused by brush and snow, and has conferred on that officer the power independently to employ and direct such persons as may be necessary to carry out that responsibility. It is also the duty and responsibility of the town superintendent to prepare an annual budget to

Myruski v. Town Board of Goshen, 87 Misc. 2d 1063

cover the requirements of his department for the various mandated town highway items for each fiscal year, N.Y. High. Law § 141; N.Y. Town Law § 104. This budget is subject to modification and approval by the town board, N.Y. High. Law § 285.

Governments > Local Governments > Employees & Officials

Governments > Local Governments > Finance

HN2 [📄] Local Governments, Employees & Officials

The town board has the responsibility for receiving and securing the deposit of the public funds raised by taxation and such other funds as are allocable to the highway budget. The responsibility for the management and control of these funds is vested in the supervisor as fiscal officer of the town, who is also charged with the responsibility of keeping detailed books of account on each of the funds allocable to each of the items of the highway budget, N.Y. High. Law § 289. Pursuant to the provisions of N.Y. High. Law § 284, the fiscal officer of the town must pay out said highway funds on the vouchers approved by the town superintendent, subject to certain legal restraints as hereinafter indicated.

Governments > Local Governments > Finance

Transportation Law > Bridges & Roads > General Overview

Governments > Local Governments > Employees & Officials

Governments > Public Improvements > Financing

HN3 [📄] Local Governments, Finance

N.Y. High. Law § 284 requires that the superintendent and the town board enter into an agreement as to the manner in which the moneys levied and collected for the repair and improvement of highways and the moneys received from the State for that purpose shall be expended. This agreement must also be approved by the County Superintendent of Highways. The supervisor may not make any payments for highway repairs in the absence of such an agreement, nor may repairs and improvements be made in the highway system of the township in a manner other than as set forth in such

agreement. The superintendent may not divert moneys appropriated for expenditures called for by such agreement to other highway projects. The supervisor may not pay claims for these purposes if such claims would overdraw an appropriate account.

Governments > Local Governments > Employees & Officials

Governments > Local Governments > Finance

HN4 [📄] Local Governments, Employees & Officials

The authority of the Highway Superintendent to act within the area of his responsibility is limited to the limit of the funds lawfully made available for such purposes. N.Y. High. Law § 284. He may not incur debts or expenses in excess of the amount raised for highway purposes by taxation or added for such purposes by the town board. Only the existence of emergency or unforeseen circumstances would justify incurring expenses over and above the amounts budgeted therefor.

Governments > Local Governments > Employees & Officials

Governments > Local Governments > Finance

HN5 [📄] Local Governments, Employees & Officials

When an officer, board or department shall contract to expend any money or incur any liability in excess of the amount appropriated to it, such contract or claim shall be null and void as to the town, and no money belonging to the town shall be paid thereon unless the town board has acted to transfer surplus pursuant to N.Y. Town Law §§ 112 and 113. N.Y. Town Law § 117. If a town superintendent's expenditures in a fiscal year exceed the amount appropriated for a particular item or transferred to it pursuant to other provisions of law, he is personally liable on the obligations he has thus incurred, and continued persistence in such a practice to the detriment of the township may also be grounds for the removal of the superintendent of highways pursuant to N.Y. High. Law § 160.

Governments > Local Governments > Employees & Officials

Governments > Local Governments > Finance

HN6 [📄] Local Governments, Employees & Officials

The town superintendent of highways may not order payment, and the town board may not pay from current funds, bills which have accrued from prior years unless those expenses are the result of the emergency or unforeseen circumstances heretofore referred to.

Governments > Local Governments > Employees & Officials

HN7 [📄] Local Governments, Employees & Officials

A town superintendent of highways may be removed from office pursuant to the procedure set forth in N.Y. High. Law § 160.

Headnotes/Summary

Headnotes

[1] Municipal corporations -- highway expenditures -- town board authority over highway department.**

A town board resolution withdrawing funds from the town highway accounts and an order terminating highway department employees, based upon the expected exhaustion of the highway budget, are invalid, since the authority of the superintendent of highways is independent of the town board within the limits of the funds allocated to him by the board and the agreements covering such funds. Although the town board may refuse to pay amounts exceeding budgeted funds, and the superintendent may become personally liable for such obligations, the superintendent may seek to compel the board by mandamus to pay authorized amounts.

Counsel: *Gurda, Gurda & Tatz* for plaintiffs.

Norman Shapiro for defendants.

Judges: Edward M. O'Gorman, J.

Opinion by: O'GORMAN

Opinion

[*1063] [985]** Confronted with a history of expenditures which exhausted certain budgeted amounts approved for the Department of Highways in prior years, and having concluded that the Highway Department budget for the year 1976 was in some respects being prematurely exhausted, the defendant town board issued an order dated August **[***2]** 16, 1976 addressed to the employees of the Highway **[*1064]** Department advising them as follows: "Effective September 1, 1976, the Highway Department of the Town of Goshen will close for an undetermined period of time by Order of the Town Board."

The board also adopted a resolution as shown by the minutes of the meeting of August 26, which provided in part as follows: "to withdraw all funds from most of the Highway Accounts to Debt Service Account that will be used to pay the debts." The board further notified suppliers of materials for use by the Highway Department that no further supply bills would be approved by the town board after September 1, 1976.

The Town Superintendent of Highways and employees of his department subsequently brought an action seeking damages and a declaration that the attempted termination of their activities was illegal.

The plaintiffs now move by way of order to show cause for a preliminary injunction restraining the defendants from "unilaterally terminating the employment of the plaintiffs and the closing of the department of highways of the Town of Goshen."

The conflict between the Goshen Town Board and the Superintendent of Highways in this case **[***3]** has its roots in the peculiar nature of the legislation which created these offices. Section 140 of the Highway Law has HN1 [📄] constituted the superintendent of **[**986]** highways as an officer elected independently of the other members of the town board, with independent responsibility for the maintenance and repair of town highways and bridges and the removal of obstructions caused by brush and snow, and has conferred on that officer the power independently to employ and direct such persons as may be necessary to carry out that responsibility.

It is also the duty and responsibility of the town superintendent to prepare an annual budget to cover the requirements of his department for the various

Myruski v. Town Board of Goshen, 87 Misc. 2d 1063

mandated town highway items for each fiscal year (*Highway Law, § 141; Town Law, § 104*). This budget is subject to modification and approval by the town board (*Highway Law, § 285*).

HN2 [↑] The town board, on the other hand, has the responsibility for receiving and securing the deposit of the public funds raised by taxation and such other funds as are allocable to the highway budget. The responsibility for the management and control of these funds is vested in the supervisor as fiscal officer of [***4] the town, who is also charged with the responsibility [***1065] of keeping detailed books of account on each of the funds allocable to each of the items of the highway budget (*Highway Law, § 289*).

Pursuant to the provisions of *section 284 of the Highway Law*, the fiscal officer of the town must pay out said highway funds on the vouchers approved by the town superintendent, subject to certain legal restraints as hereinafter indicated.

The first of these restraints is contained in *section 284 of the Highway Law*, which **HN3** [↑] requires that the superintendent and the town board enter into an agreement as to the manner in which the moneys levied and collected for the repair and improvement of highways and the moneys received from the State for that purpose shall be expended. This agreement must also be approved by the County Superintendent of Highways. The supervisor may not make any payments for highway repairs in the absence of such an agreement, nor may repairs and improvements be made in the highway system of the township in a manner other than as set forth in such agreement (see *Matter of Hiscox v Holmes, 237 App Div 240*).

The superintendent may not divert moneys appropriated [***5] for expenditures called for by such agreement to other highway projects (see *Matter of Carlisle v Burke, 82 Misc 282*). The supervisor may not pay claims for these purposes if such claims would overdraw an appropriate account (see 6 Opns St Comp, 1950, p 290).

The second of these restraints is the rule that limits **HN4** [↑] the authority of the Highway Superintendent to act within the area of his responsibility to the limit of the funds lawfully made available for such purposes (see *Highway Law, § 284; People ex rel. Fellows v Early, 106 App Div 269*). He may not incur debts or expenses in excess of the amount raised for highway purposes by taxation or added for such purposes by the town board

(see *Matter of Flike v Strobel, 252 App Div 35; Gardner v Town of Cameron, 155 App Div 750*). Only the existence of emergency or unforeseen circumstances would justify incurring expenses over and above the amounts budgeted therefor (*Coggeshall v Hennessey, 279 NY 438, 448; Matter of Davis v Sharp, 30 NYS2d 441, mod 265 App Div 825*).

Failure to observe the laws applicable to budgetary restraint has serious consequences. **HN5** [↑] When an officer, board or department shall contract to expend [***6] any money or incur any [***1066] liability in excess of the amount appropriated to it, such contract or claim shall be null and void as to the town, and no money belonging to the town shall be paid thereon unless the town board has acted to transfer surplus pursuant to *sections 112 and 113 of the Town Law (Town Law, § 117)*. If a town superintendent's expenditures in a fiscal year exceed the amount appropriated for a particular item or transferred to it [***987] pursuant to other provisions of law, he is personally liable on the obligations he has thus incurred (*Lyth & Sons v Town of Evans, 33 Misc 221*), and continued persistence in such a practice to the detriment of the township may also be grounds for the removal of the superintendent of highways pursuant to *section 160 of the Highway Law*.

HN6 [↑] The town superintendent of highways may not order payment, and the town board may not pay from current funds, bills which have accrued from prior years unless those expenses are the result of the emergency or unforeseen circumstances heretofore referred to.

Applying the statutory regulations previously discussed, the resolution of August 26, 1976 purporting to withdraw funds from [***7] the highway accounts, and the letter terminating the employment of highway department employees, can, in view of the independent authority of the superintendent, be given no legal force and effect, and are herein declared to be a nullity. However, the testimony herein indicates that no funds have in fact been transferred from the highway accounts, and that the status of those accounts will remain unchanged until the issues raised by this motion have been determined.

However, the town board may, if the analysis of its highway accounts so indicates, refuse to make payment for obligations incurred which are in excess of budget amounts. While there is no specific statutory regulation, it would seem unreasonable to require the town board to await the actual depletion of all of its funds in any particular account before refusing to make further payments in particular categories. Should such be the

case, the town might be left with substantial unpaid accounts for which there were no funds from which payment could be made. It seems clear, therefore, that the town board, by the application of sound accounting principles, may earmark funds in the various accounts in the highway budget for [***8] the payment of obligations already incurred during the fiscal year, and limit new expenditures to the remainder.

If, despite advice from the town board that it will not [*1067] approve further payments because of budgetary deficiencies, the superintendent shall continue to incur obligations in connection with the operation of his department, he may become personally liable for the payment of those obligations (see *supra*), if it should turn out that he had in fact exceeded the appropriated amounts. As a last resort, should circumstances justify, HNZ[†] a town superintendent of highways may be removed from office pursuant to the procedure set forth in section 160 of the Highway Law.

In the event that the town board should fail to meet any of its responsibilities in connection with the management of the funds of the Highway Department and the payment of claims authorized to be paid by the town superintendent, the law has provided ample machinery by way of review and mandamus to compel the board to meet its obligations.

For this reason, except to the extent herein granted, the motion for a temporary injunction herein will be denied.

In this case, as in any other, the interest of [***9] the people can only be furthered when those in office follow the rules. It is time now that the Town Board of the Town of Goshen and its Town Superintendent of Highways cease to war with one another and proceed with the business for which they were chosen, which is the proper maintenance of the facilities of the township within the amounts that have been appropriated for that purpose.

End of Document



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

MEMO

To: Chris O'Hara, Town Councilman
From: Dahn S. Bull, Superintendent of Highways
Date: July 26, 2023
Re: Response to Request – 284 Agreement

Below, please find my responses to your questions.

1. General Repairs is the total monies available this year for road repairs. It is the combination of several revenue streams. These are the monies allocated by the town, CHIPs allocated by the State DOT and additional programs allocated by the New York State Legislature, PAVE-NY, Pave Our Potholes (POP) and Emergency Weather Recovery (EWR). While all revenue streams (subtracting other minor planned expenditures) combined equal the \$1.089 million, unforeseen obstacles may arise in the paving process, hence the \$70k budgetary buffer.
2. The Wish list and the 284 are different documents. The Wish list is a combined cost of nearly \$2.2 million. In the past, an additional million was added by the Town Board. That has not happened so roads were cut from the list. Yes, there is a mistake in the number, but I added the streets available and came to the total of 29,635, there was a measurement error on one of the roads. We measured lane miles instead of road miles.
3. These numbers are rough estimates. We cannot account cent for cent of a project, so we must make estimates. These estimates come to \$1,019,000.00, leaving room for any overruns in order to not go over the budgeted amount of 1,089,000.00. For example, the paving estimates were created believing that tonnage for asphalt would be roughly \$60/ton.
4. While chip sealing is a process used by surrounding towns, Saratoga and Schenectady Counties, if the Town Board no longer wishes to support these projects for rural camp roads, we can perform development processes on these roads which are incredibly expensive and invasive which will reduce the number of roads we can complete. The problematic roads had been approved by the town board at a previous meeting.
5. While the issue was discussed at the Town Board meeting, a resolution has not been received by the Highway Department. Communication with the Town Clerks Office established that a resolution was not drafted or passed. Upon receipt of a resolution, I will place the desired neighborhood on the 284.
6. Final list is established by the management team at the Highway Department. Suggestions are given by residents, community visitors, highway employees and anyone else who suggests. Each inquiry is reviewed and observed and determined whether a credible recommendation for being placed on the following years paving list.

If you have any other questions, please feel free to contact me. As I stated earlier in an email on July 20, 2023, I would be happy to meet. When you feel comfortable meeting with me and my team, we are here.



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | Fax: (518) 371-1136

MEMORANDUM

Date: July 18, 2023

To: Highway Superintendent

CC: The Town Board and Town Attorney

From: Christopher E. O'Hara, Town Councilman

Subject: 284 Agreement (Memo Dated June 30, 2023)

Thank you for submitting your proposed 284 Agreement for 2023 for majority approval of the Town Board as required under NYS Law.

We reviewed your submittal at our public meeting on July 1, 2023 and found it lacking sufficient information necessary to obtain the required majority for approval. The document was further discussed during our meeting on July 17 and additional questions were aired.

Attached please find specific comments on your submittal that, when addressed, will greatly improve the likelihood of an agreement for the expenditure of Clifton Park highway monies as required under Section 284 of NYS Highway Law.

Further, after you have made the requested corrections, clarifications, and additions to improve the Agreement, it would be most helpful if you would attend the next available Town Board Meeting to present a revised Agreement and answer any additional questions or concerns that may arise prior to approval of the Town Board. Providing an advance copy of the revised Agreement, with sufficient time for board members to review it prior to our next meeting on August 7th, would also be appropriate.

**REQUESTED CORRECTIONS, CLARIFICATIONS AND ADDITIONS
TO CLIFTON PARK 2023 AGREEMENT
FOR THE EXPENDITURE OF HIGHWAY MONIES**



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | Fax: (518) 371-1136

MEMORANDUM

Date: June 7, 2023

To: Dahn Bull,

From: Phil Barrett

Subject: Highway Law Section 284 Agreement for 2023

As you know, Section 284 of the Highway Law requires a written agreement between the Town Board and your office detailing the paving list and schedule for each year. I have been asking you, both privately and at recent Town Board meetings, to provide a list of the Town Streets and roads that you propose to repave this summer. To date, you have not provided a final list of streets to be repaved or an accounting of the estimated cost for each individual project, nor have you given the Town Board any confidence that you intend to abide by your legal obligation to do so.

Currently, you are in violation of the State Highway law, which is a clear and premeditated violation of the oath of office for the office that you hold. In addition, you have approved of methodology of pavement in areas such as Brian Drive, Taylor Drive, and Robinson Street in Rexford that has generated multiple complaints from residents. The Town Board would not have approved these methods if your intent to do so had been disclosed, and it appears that these streets will need to be repaved or addressed in some manner.



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

*Barrett
Morelli
Reid
O'Hara
Walsh
McCarthy*

MEMO

TO: The Town Clerk
CC: The Town Board
FROM: Dahn S. Bull, Highway Superintendent
Date: June 30, 2023
RE: 284 Agreement

Attached please find the 284 Agreement.

This needs to be signed by all members of the Board. In previous years when presented, during the current and past tenures of the Highway Department, the Highway Department was unable to attain the signature of the Town Supervisor.

RECEIVED

JUN 30 2023

CLIFTON PARK
TOWN CLERK



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Superintendent of the Town of the Town of Clifton Park, Saratoga County, New York, and the undersigned members of the Town Board.

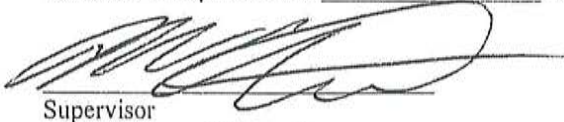
Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. **CONTRACTOR AND RATES:**
 - a. **Evolution Construction**, Jeff Russo, 10 Industrial Park Dr, Mechanicville, NY 12118
 - b. **Jointa Lime Construction**, Peter Fitzgerald, 269 Ballard Road, Wilton, NY 12831
Details Attached, Item #1.

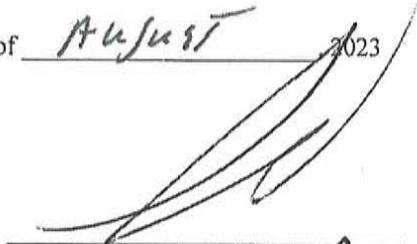
2. **GENERAL REPAIRS.** The sum of \$1,089,000.00 shall be set aside to be expended for primary work and general repairs upon approximately 23,150 feet of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof. 70,000
Details Attached, Item #2.

3. **PERMANENT IMPROVEMENTS.** The following roads and streets shall be set aside to be expended for the permanent improvement of Town highways: 1,019,000
Details Attached, Item #3.

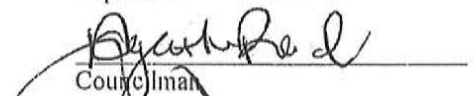
Executed in duplicate this 7th day of August 2023



Supervisor



Councilman



Councilman



Councilman



Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office.

Item #1
Contractor & Rates

NOTICE TO BIDDERS

The Purchasing Department of Saratoga County will receive sealed bids in person or electronically through the Empire State Purchasing System Website until 11:00 a.m. on the following dates at which time bids will be publicly opened and read aloud:

January 26, 2023
January 31, 2023
February 08, 2023

Pavement Service Rates, specification 23-PWPSR-46R
Auto Parts, specification 23-PWAP-15R
Tires and Tubes, specification 23-PWTT-27R

Bid forms and instructions are available at the Purchasing Office, 50 W. High Street, Ballston Spa, NY between 9:00 a.m. and 5:00 p.m., Monday through Friday (telephone - 518-885-2210) or at the Empire State Purchasing Group website (www.empirestatebidsystem.com).

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

JOHN T. WARMT
Director of Purchasing
Saratoga County

COUNTY OF SARATOGA

REQUEST FOR BIDS

Pavement Service Rates

Specification 23-PWPSR-46R



OPENING January 26, 2023 @ 11:00 a.m.

SARATOGA COUNTY PURCHASING DEPARTMENT
JOHN T. WARMT, DIRECTOR OF PURCHASING
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020

INSTRUCTIONS TO BIDDERS

1. By these specifications, 23-PWPSR-46R, it is the intent of Saratoga County, through its Purchasing Department, to secure a bid for Pavement Service Rates. Sealed bids will be received until 11:00 a.m. Thursday, January 26, 2023 at which time bids will be publicly opened and read aloud.
2. Bids must be addressed to the Saratoga County Purchasing Department, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked - BID FOR PAVEMENT SERVICE RATES.
3. The contract period is for one (1) year beginning February 1, 2023 through January 31, 2024, with an option for two (2), one (1) year extensions upon written agreement of both parties.
4. Bidder must be an established business enterprise and must satisfactorily prove to the Commissioner of Public Works, upon request, that he has adequate facilities to perform all requirements in the event of any award.
5. No contract resulting from this bid shall, either in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company, or corporation, unless prior approval is obtained, in writing, from the County of Saratoga.
6. The contractor must comply with Section 220 of the labor law as it pertains to the payment of the minimum prevailing wage rates for Saratoga County. The contractor must also comply with all other federal, State, and local laws and regulations applicable to this type of work.
7. This Agreement shall be void and of no affect unless through the term of this Agreement CONTRACTOR, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law.
8. Insurance requirements are attached. Signed Indemnity and Insurance Agreement and **a copy of your Certificate of Insurance must be returned with bid.**
9. Bidders must be aware that all political subdivisions, and districts located in the State of New York, may be entitled to make purchases of materials, or supplies from the resulting bid award. It is understood that the extension of such award is at the discretion of the vendor and the vendor is only bound to any contract between the vendor and Saratoga County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Saratoga County, specifically and expressly disclaims any and all liability for defective performance, breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Saratoga County bid.
10. Purchases by Saratoga County are not subject to any sales or federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
11. **ALL BIDS MUST BE SUBMITTED ON THE BID FORMS OBTAINED FROM THE SARATOGA COUNTY PURCHASING DEPARTMENT OR THE EMPIRE STATE PURCHASING GROUP. Bids submitted on another form or revised bid document may be considered non-responsive and may be rejected.**
12. Bidders must sign and submit, to the Purchasing Department, a Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iranian Divestment Act, and Certificate of Compliance for the Prevention of Sexual Harassment (attached). **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**

13. Saratoga County will reject any bid that does not have a signed proposal page. **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**
14. Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause for discontinuing business with the successful bidder.
15. Saratoga County, through its Purchasing Department, reserves the right to accept any alternate proposal not significantly altering the bid specifications.
16. Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.
17. Questions regarding this bid should be directed to John Warmt, Director Of Purchasing - 518-885-2210.

COUNTY OF SARATOGA
PURCHASING DEPARTMENT
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020
(p) 518-885-2210 (f) 518-885-2220

GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the County of Saratoga will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the County.

DEFINITIONS

- "County" - shall be the legal designation of the County of Saratoga.
- "Bid" - an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
- "Bid Offer" - the form on which the bidder submits their bid
- "Bidder" - any individual, company, or corporation submitting a bid.
- "Business Day" - any day that the Saratoga County Purchasing Department is open to conduct normal business.
- "Successful bidder" - any bidder to whom an award is made by the County.
- "Specification" - a detailed description of materials, supplies, services, and/or equipment.

BIDS

1. The date and time of all bid openings will be given in the Notice to Bidders, the bid cover page, and in the instructions to Bidders.

2. Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>) or through the Saratoga County Purchasing Office. Only those vendors who obtain bidding documents from either the Saratoga County Purchasing Department or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain a copy from a source mentioned above.

3. All bids received after the deadline, by any delivery method, will be considered late and will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. The bidder assumes responsibility for having his bid deposited on time at the place specified. The County will not accept facsimile or e-mail bids.

4. All information required by the Instructions to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid. The County reserves the right to reject any incomplete bid.

5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment in complete compliance with the specifications.

6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be indicated in the space provided on the bid forms or additional sheet of paper.

7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be original signatures. Photocopied, facsimile, printed, stamped, or typewritten signatures will not be accepted.

8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the County is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. The County of Saratoga is also exempt from Transportation Tax.

9. In all specifications, the words "or equal" are understood after each article giving a manufacturer's name or catalog reference, or on any patented article, unless, for reasons of efficiency and economy, the Board of Supervisors has passed a resolution "standardizing" certain equipment purchases. The decision of the County as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, the bidder must in every instance give the trade designation of the item, manufacturer's name, and detailed specification of the item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.

10. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified.

11. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

12. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise the bid for that group may be rejected.

13. All prices quoted must be "per unit" as specified; do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected.

14. If indicated in the bid documents, all bidders must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

15. Prices shall be net F.O.B. to the requesting Saratoga County department. If the award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

16. All bids must be sealed. Bids may be submitted either in plain or opaque envelopes. All bids must be addressed to the Director of Purchasing. Bid envelopes must be clearly marked with the bid name, the date and time of the bid opening, as indicated on the Notice to Bidders. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The County will not accept facsimile or e-mail bids.

17. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the County, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the County in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

SAMPLES

18. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless the bid sample is superior, in which case, deliveries must be the same identity and quality as accepted bid sample.

19. The County reserves the right to request a representative sample of the item quoted prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the County may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

20. Samples, when required, must be submitted strictly in accordance with the instructions; otherwise, the bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) business days of the request, or as directed, for the bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at their expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

21. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the County. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

22. Awards will be made to the lowest responsible bidder or by Best Value Methodology, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

23. The County reserves the right to reject all bids. Also reserved to the County is the right to reject, for cause, any bid in whole or in part and to waive technical defects; qualifications; irregularities; and omissions if in the County's judgement the best interests of the County will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained at a lower price.

24. The County reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder can prove that their submission has an obvious clerical error or where the enforcement of the bid would impose unconscionable hardship on the bidder.

25. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.

26. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

27. Each bid will be received with the understanding that the acceptance thereof by the County, approved by the County, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the County. The Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid. Minimum Orders are not acceptable; the Contract will be for all items actually ordered. The Contract shall bind the County on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified. Payments will be processed after the receipt of a properly executed Saratoga County voucher and associated invoice from the successful bidder.

28. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the successful bid, will be considered sufficient notice of acceptance of contract.

29. If the successful bidder fails to deliver within the time specified or within a reasonable amount of time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the County seeks legal enforcement of the provisions of said contract, the successful bidder shall be liable for payment of the County's legal costs, including reasonable attorney's fees.

30. The County may cancel the contract in writing with 10 days' notice upon non-performance of the contract.

31. If the successful bidder fails to deliver as ordered, the County reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

32. Cancellation of a contract for any reason may result in the bidder being found as non-responsive/non-responsible and removal of the successful bidder's name from mailing lists for future proposals until such time that the County has determined the bidder has resolved any issues that caused the initial finding.

33. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the County within five business (5) days of notification. Rejected items left longer than five business (5) days will be regarded as abandoned, and the County shall have the right to dispose of them as its own property.

34. No items are to be shipped or delivered until the successful bidder receives an official order from the County.

35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the County.

INSTALLATION OF EQUIPMENT

36. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

37. Equipment, supplies, services and materials shall be stored at the site only on the approval of the County and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

38. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and handle installation work promptly.

39. Bidders shall acquaint themselves with conditions to be found at the project site, or sites, and shall assume all responsibility for placing and installing the equipment in the locations required.

40. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented "as is". Equipment is available for inspection only at the delivery point listed unless otherwise specified.

41. The successful bidder guarantees:

- The products against defective material or workmanship and will repair or replace any damages or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the successful bidder or its workers are responsible, to the building or equipment, to their own work, or to the work of other successful bidders.
- To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- That all deliveries will be equal to the accepted bid sample.
- That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County.
- Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the County.

DELIVERY

42. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear in the Instructions or Specification, it will be interpreted to mean prompt delivery (not to exceed 30 calendar days). The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

43. The County will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County shall govern.

44. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

45. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition.

46. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the County. The successful bidder will be required to furnish proof of delivery in every instance.

47. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

48. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

49. Payment for the used portion of an inferior delivery will be made by the County on an adjusted price basis.

50. Payment will be made only after correct presentation of packing slips, invoices and a properly executed Saratoga County Voucher are provided to the requesting department by the successful bidder.

51. Payments of any claim shall not preclude the County from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications.

SAVE HARMLESS

52. Successful bidders shall protect, indemnify, defend and save the County harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of the successful bidder's company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the County or employees of the company.

NONDISCRIMINATION CLAUSE

53. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the County of Saratoga.

TITLE VI NONDISCRIMINATION STATEMENT

54. The County of Saratoga, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4, and Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act) hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertised bid, that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The entire County of Saratoga Title VI Plan can be viewed by going to the Saratoga County website (www.saratogacountyny.gov).

55. All questions regarding this bid should be directed to the Saratoga County Purchasing Department at (518) 885-2210.

56. By submitting a bid you are indicating that you have read and will abide by these General Conditions.

SPECIFICATION 23-PWPSR-46R
Pavement Service Rates

The County of Saratoga is soliciting bids for service rates for various pieces of equipment and/or manpower. Work will be related to highway paving operations to be performed anywhere within the County of Saratoga.

Awards will be made based on this bid for each specific project. Companies will be required to submit a proposal using the rate as submitted in this bid for specific projects in need of repair as requested by the County. Proposals shall be submitted to the County within 15 days of request by the County. Work should start within 15 days after review of the proposal and notification to the Company with the lowest total cost for equipment and/or manpower necessary.

Compaction of material to be according to industry standards.

Equipment With Operator:

All maintenance and associated costs, including changing of oils, filters, cutting edges, etc. shall be the responsibility of the contractor.

Insurance coverage shall be the responsibility of the contractor.

All vehicle damage caused by the operator shall be the responsibility of the contractor.

Down time for preventative maintenance work shall not be charged to the County and shall be performed "after hours".

Any damage resulting from the transporting of contractor equipment by County haulers at the request of the contractor shall be the responsibility of the contractor.

All time that is lost due to repair shall not be charged to the County. If repairs are not completed after two (2) days, equipment of similar capabilities must be provided as a replacement.

The use of Saratoga County operating supplies (i.e. fuel, grease, lubricants, etc.) on a replacement basis is not acceptable and will not be permitted. This is the responsibility of the contractor.

REFERENCE SHEET
*** (BID RESPONSE FORM) ***

Specification 23-PWPSR-46R - Pavement Service Rates

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

BIDDER'S NAME: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

PROPOSAL
***** (BID RESPONSE FORM) *****

_____ agrees to furnish Equipment and/or Manpower for Paving Operations,
 (firm name)

to the Saratoga County Public Works Department, as called for in specification 23-PWPSR-46R.

EQUIPMENT:

TYPE	DESCRIPTION	DAILY RATE	WEEKLY RATE
------	-------------	------------	-------------

Paving:

Paver (10' screed)	<hr/>	\$ <hr/>	\$ <hr/>
Widener	<hr/>	\$ <hr/>	\$ <hr/>
Miards (rumble strip miller)	<hr/>	\$ <hr/>	\$ <hr/>
Cold Planer	<hr/>	\$ <hr/>	\$ <hr/>
Skid Steer	<hr/>	\$ <hr/>	\$ <hr/>
Tack Coat Distrib. Truck	<hr/>	\$ <hr/>	\$ <hr/>
Tack Coat Wagon Trailer Mounted	<hr/>	\$ <hr/>	\$ <hr/>
	<hr/>	\$ <hr/>	\$ <hr/>

Rollers:

10-12 Ton	<hr/>	\$ <hr/>	\$ <hr/>
8-10 Ton	<hr/>	\$ <hr/>	\$ <hr/>
2-5 Ton	<hr/>	\$ <hr/>	\$ <hr/>
Rubber Tire	<hr/>	\$ <hr/>	\$ <hr/>
5-8 Ton (static)	<hr/>	\$ <hr/>	\$ <hr/>
Dirt Roller	<hr/>	\$ <hr/>	\$ <hr/>
	<hr/>	\$ <hr/>	\$ <hr/>

Miscellaneous:

Water Truck	<hr/>	\$ <hr/>	\$ <hr/>
Vacuum Truck	<hr/>	\$ <hr/>	\$ <hr/>
Paving Van / Box Trailer	<hr/>	\$ <hr/>	\$ <hr/>
Broom Tractor	<hr/>	\$ <hr/>	\$ <hr/>
Loader	<hr/>	\$ <hr/>	\$ <hr/>
Grader	<hr/>	\$ <hr/>	\$ <hr/>
Portable Pugmill	<hr/>	\$ <hr/>	\$ <hr/>
Foreman's Truck	<hr/>	\$ <hr/>	\$ <hr/>
Tri-Axle Trailer	<hr/>	\$ <hr/>	\$ <hr/>
Portable Work Zone Light System	<hr/>	\$ <hr/>	\$ <hr/>

MOBILIZATION (delivery & pick-up):

<u>EQUIPMENT TYPE</u>	<u>TOTAL COST DELIVERY & PICK-UP EACH PIECE OF EQUIPMENT</u>
Paver	\$ _____
Roller	\$ _____
Widener	\$ _____
Miards	\$ _____
Broom Tractor	\$ _____
Cold Planer	\$ _____
Skid Steer	\$ _____
Loader	\$ _____
Grader	\$ _____
Pug Mill	\$ _____

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE _____ COMPANY _____
SIGNATURE _____ ADDRESS _____
NAME & TITLE _____
TELEPHONE _____ FAX _____
EMAIL _____

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by _____, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

Attorney's Approval

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

HOLD HARMLESS

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

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this _____ day of _____,

SIGNATURE _____
NAME & TITLE _____

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20__.

STATE OF)
) ss.:
 COUNTY OF)

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

Signature

Printed Name

Title

Subscribed and sworn to before me this ____
day of _____, 20__.

Notary Public

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

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

[Please Check One]

BIDDER'S CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

Dated: _____, 20__.

STATE OF _____)
COUNTY OF _____) ss:

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

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

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

Business Name _____

Address _____

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

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

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

Does your business have a small business status? Yes No

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9

Form. FEIN #: _____

How did you discover this Bid opportunity? _____

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

If Yes, do you find it useful (explain) or if No, why? _____

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

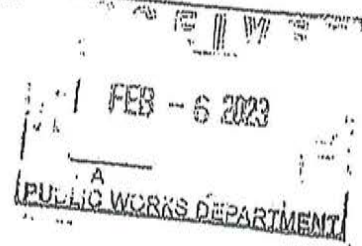
Thank you.

SARATOGA COUNTY PURCHASING

Central Stores ~ Central Printing ~ Central Mail
50 West High Street * Ballston Spa, NY 12020

Telephone: (518) 885-2210

Fax: (518) 885-2220



MEMORANDUM

TO: Chad Cooke, Commr. Public Works

FROM: John Warnt, Purchasing *JW*

DATE: February 3, 2023

RE: Pavement Service Rates - 23-PWPSR-46R

Attached is a recap of the bids received for the referenced solicitation. Due to the large number of vendor submittals the recap is broken into two (2) parts. Please review and get back to me with an award recommendation.

BID AWARD RECAP - PAVEMENT SERVICE RATES - 23-PWFSR-46R Part 1

Awarded to all Bidders on Project-to-Project Basis Contract Period: 2/1/2023 - 1/31/2024

PAYING	EVOLUTION CONSTRUCTION SERVICES Amy Pickett - (518) 956-4407 apickett@evolutionconstruction.com		Callahan Industries, Inc. Back Highway GH Construction - (518) 374-2222 Estimating@Callahan.com		Jonas Lane Company Peter Fitzgerald - President - (518) 584-2421 pbfitzgerald@jalonas.com		New Castle Paving, LLC Dale Swarrows - (518) 275-0226 Dswarrows@newcastlepaving.com			
	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE		
Paver (10' Street)	\$1,500.00	\$7,000.00	\$1,725.00	\$8,250.00	CAT 1055F	\$1,700.00	\$8,100.00	CAT 1055F	\$1,700.00	\$8,100.00
Widener	\$1,450.00	\$6,900.00	\$1,550.00	\$7,400.00	McHaul	no bid	no bid	Blow Room RW 100	\$1,075.00	\$5,125.00
Mixer (multiple-qty pavers)	no bid	no bid	no bid	no bid	Wirtgen W210	\$18,000.00	\$18,000.00	Wirtgen W210FI	\$2,500.00	\$12,500.00
Cold Paver	\$2,800.00	\$13,500.00	\$3,500.00	\$16,500.00	Bobcat 5100	\$600.00	\$600.00	CAT 232D	\$475.00	\$2,375.00
Skid Steer	\$525.00	\$2,625.00	\$600.00	\$3,000.00	Motor	\$1,400.00	\$7,000.00	SKIDSTEER 2000	\$1,250.00	\$6,250.00
Track Coat Distrib. Truck	\$1,650.00	\$7,000.00	\$250.00	\$1,250.00	W150 4' or 5' Drum	\$1,800.00	\$7,000.00	Various	\$125.00	\$625.00
Track Coat Wagon Trailer	no bid	no bid	no bid	no bid	Roller (S23E RoadTrac)	\$4,300.00	\$4,300.00	Power (6" Screen) CRT	\$1,100.00	\$5,500.00
Miscellaneous	no bid	no bid	no bid	no bid				SESE	\$1,100.00	\$5,500.00
Cold Paver	\$1,800.00	\$7,000.00	\$95.00	\$3,400.00	Human	\$400.00	\$400.00	CAT CB44 XW	\$550.00	\$2,750.00
FOLLOWERS			\$545.00	\$2,600.00	Human	\$645.00	\$3,100.00	CAT CB44	\$-650.00	\$2,250.00
10-12 Ton	\$545.00	\$2,600.00	\$310.00	\$1,450.00	Human	\$110.00	\$540.00	CAT CB22	\$240.00	\$1,240.00
8-10 Ton	\$520.00	\$2,400.00	\$110.00	\$540.00	Human	\$670.00	\$3,230.00	no bid	no bid	no bid
2-5 Ton	\$725.00	\$3,475.00	\$330.00	\$1,550.00	Cat	\$2,300.00	\$2,300.00	CAT CB44 XW	\$500.00	\$2,500.00
Rubber Tire	no bid	no bid	\$450.00	\$2,200.00				HANOMA 3412	\$225.00	\$1,125.00
3-4 Ton (max)	no bid	no bid	\$2,300.00	\$2,300.00				no bid	no bid	no bid
Dirt Roller	\$450.00	\$2,200.00	\$2,300.00	\$2,300.00				no bid	no bid	no bid
Feed Foot Roller	no bid	no bid						no bid	no bid	no bid
MISCELLANEOUS			DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE
Wheel Truck	\$260.00	\$1,200.00	\$245.00	\$1,150.00	3000-4000 GAL	\$360.00	\$1,800.00	2000 Gal.	\$225.00	\$1,125.00
Vacuum Truck	\$900.00	\$4,300.00	\$1,650.00	\$7,650.00	PICKUP SWEEPER	\$1,915.00	\$9,675.00	Vacuum Sweeper	\$850.00	\$4,250.00
Parish Van / Box Trailer	\$141.00	\$600.00	\$220.00	\$1,000.00	BOX VAN	\$1,100.00	\$5,500.00	Box Van	\$900.00	\$4,500.00
Brown Tractor	\$300.00	\$1,300.00	\$450.00	\$2,250.00	FRONT MOUNT	\$225.00	\$1,125.00	New Holland	\$200.00	\$1,125.00
Loader	\$540.00	\$2,500.00	\$495.00	\$2,400.00	CAT 93G	\$425.00	\$2,125.00	CAT 93DK	\$350.00	\$1,750.00
Grader	no bid	no bid	\$825.00	\$3,850.00	CAT 120	\$750.00	\$3,750.00	CAT 160M	\$320.00	\$1,600.00
Portable Pughill	no bid	no bid	no bid	no bid	NO BID	no bid	no bid	no bid	no bid	no bid
Forman's Truck	\$141.00	\$600.00	\$205.00	\$985.00	3/4 TON 4 X 4	\$110.00	\$550.00	3/4 Ton Pickup	\$40.00	\$400.00
Tri-Axle Trailer	\$1,320.00	\$5,500.00	no bid	no bid	50 - 60 TON	\$1,230.00	\$6,100.00	Various	\$800.00	\$4,000.00
Portable Work Zone Light System	no bid	no bid	no bid	no bid	1 - LIGHT PLANT	\$60.00	\$300.00	Per Light Plant	\$35.00	\$175.00

BID AWARD RECAP - PAVEMENT SERVICE RATES - 23-FWPSR-46R Part 2

Awarded to all Bidders on Project-to-Project Basis Contract Period: 2/1/2023 - 1/31/2024

PAVING	Peckham Road Corp.			GORMAN BROS., INC.			Peter Luizzi & Bros Contracting Inc.		
	DAILY RATE	WEEKLY RATE	DAILY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	DAILY RATE	WEEKLY RATE	WEEKLY RATE
Paver (10' Spread)	\$2,660.00	\$13,300.00	CAT AP1055E	\$2,900.00	\$14,500.00	Residue RP - 195	\$1,300.00	\$6,500.00	
Widener	\$1,360.00	56,800.00		no bid	no bid		no bid	no bid	
(tumble strip miller)	no bid	no bid		no bid	no bid		no bid	no bid	
Cold Paver	\$4,824.00	\$24,120.00	Residue BX900	\$5,900.00	\$29,500.00	Wingsen 2106	\$3,400.00	\$17,000.00	
Slid Sizer	\$808.00	\$4,040.00	Case 1845C	\$900.00	\$4,500.00	Bobcat 750	\$400.00	\$2,000.00	
Text Cost Disemb. Truck	\$1,392.00	\$6,960.00	MAACK RD-688S	\$4,900.00	\$24,500.00	2000 Gallon	\$1,500.00	\$7,500.00	
Truck Cost Wagon Trailer									
Mounted	\$328.00	\$1,640.00		no bid	no bid	Looboy 250T	\$120.00	\$600.00	
Cold Paver									
ROLLERS									
10-12 Ton	\$1,024.00	\$5,120.00	Hamm HD-120VY	\$1,800.00	\$9,000.00	Hamm HD 110	\$450.00	\$2,250.00	
8-10 Ton	\$724.00	\$3,620.00	Hamm HD-110	\$1,800.00	\$9,000.00	Hamm HD 13	\$350.00	\$1,750.00	
2-5 Ton	\$512.00	\$2,560.00	Bomag BW100AD	\$1,200.00	\$6,000.00	Hamm HD 8	\$250.00	\$1,250.00	
Rubber Tire	\$1,184.00	\$5,920.00	Hamm GRW18	\$1,800.00	\$9,000.00		no bid	no bid	
5-8 Ton (static)	\$724.00	\$3,620.00		no bid	no bid		no bid	no bid	
Dirt Roller	\$1,024.00	\$5,120.00	Hamm J412	\$1,800.00	\$9,000.00	Bomag BW 172D	\$450.00	\$2,250.00	
Prod Foot Roller									
MISCELLANEOUS									
Water Truck	\$1,120.00	\$5,600.00	Polar Semi	\$1,500.00	\$7,500.00	Ford 650 XL	\$500.00	\$1,000.00	
Vacuum Truck	no bid	no bid	Power Vacuum w/ Operator	\$5,000.00	\$20,000.00	Mobile Sweeper	\$850.00	\$4,250.00	
Pering Van / Box Trailer	\$336.00	\$1,680.00	Great Dism 7211TZIB	\$400.00	\$2,000.00	Box Van	\$150.00	\$750.00	
Broom Tractor	\$456.00	\$2,280.00	M.B. 53MH	\$400.00	\$2,000.00	Bobcat 750	\$500.00	\$2,500.00	
Loader	\$1,220.00	\$6,100.00	Doosan DL220-3	\$1,200.00	\$6,000.00	Cat 950K	\$400.00	\$2,000.00	
Grader	\$1,418.00	\$7,090.00	Champion 720A	\$2,000.00	\$10,000.00	Cat 140G	\$300.00	\$1,500.00	
Portable Pugmill	\$1,344.00	\$6,720.00	Midland T6000	\$2,500.00	\$12,500.00		no bid	no bid	
Foreman's Truck	\$280.00	\$1,400.00	Dodge Ram 3500	\$250.00	\$1,250.00	Chery 2500	\$150.00	\$750.00	
Tri-Axle Trailer	\$1,450.00	\$7,250.00		no bid	no bid	Tri-Axle Dump	\$800.00	\$4,000.00	
Portable Work Zone Light System	no bid	no bid		no bid	no bid	Per Light System	\$50.00	\$250.00	

LABOR	Peckham Road Corp.		GORMAN BROS., INC.		Peter Luzzi & Bros Contracting Inc.	
	8 HOUR DAY	OVERTIME PER HOUR	8 HOUR DAY	OVERTIME PER HOUR	8 HOUR DAY	OVERTIME PER HOUR
Broom Tractor Operator	\$1,008.00	\$198.00	\$1,200.00	\$200.00	\$800.00	\$130.00
Paver Operator	\$1,056.00	\$198.00	\$1,500.00	\$250.00	\$840.00	\$150.00
Roller Operator	\$1,040.00	\$198.00	\$1,500.00	\$250.00	\$800.00	\$130.00
Vacuum Truck Operator	no bid	no bid	\$1,200.00	\$200.00	\$800.00	\$130.00
Streetmen	\$832.00	\$155.00	\$1,500.00	\$250.00	\$750.00	\$125.00
Raker	\$832.00	\$155.00	\$1,200.00	\$200.00	\$750.00	\$125.00
Foreman	\$1,056.00	\$198.00	\$1,500.00	\$250.00	\$840.00	\$150.00
Mixers (tumble mix opers.)	no bid	no bid	no bid	no bid	no bid	no bid
Truck Driver	\$832.00	\$155.00	\$1,500.00	\$250.00	\$700.00	\$125.00
Skid Steer Operator	\$1,008.00	\$198.00	\$1,500.00	\$250.00	\$800.00	\$130.00
Cold Planer Operator	\$1,056.00	\$198.00	\$1,500.00	\$250.00	\$820.00	\$140.00
Cold Planer Groundman	\$832.00	\$155.00	\$1,200.00	\$200.00	\$820.00	\$140.00
Loader Operator	\$1,056.00	\$198.00	\$1,500.00	\$250.00	\$800.00	\$130.00
Grader Operator	\$1,056.00	\$198.00	\$1,500.00	\$250.00	\$800.00	\$130.00
Pug Mill Operator	\$1,056.00	\$198.00	\$1,500.00	\$250.00	no bid	no bid
Maintenance & Protection of Traffic (Flagger)	\$832.00	\$155.00	\$1,500.00	\$250.00	\$750.00	\$125.00
Leborer	\$832.00	\$155.00	\$1,200.00	\$200.00		
Mason (Concrete)						
Carpenter (Concrete)						
Mobilization (delivery & pick-up)						
Paver	\$1,350.00	PIECE	\$600.00	EACH PIECE	no bid	\$600.00
Roller	\$1,350.00	PIECE	\$600.00	EACH PIECE	no bid	\$600.00
Widener	\$1,350.00	PIECE	\$600.00	EACH PIECE	no bid	no bid
Mixers	no bid	PIECE	no bid	EACH PIECE	no bid	no bid
Broom Tractor	\$912.00	PIECE	\$600.00	EACH PIECE	no bid	\$600.00
Cold Planer	\$1,600.00	PIECE	\$600.00	EACH PIECE	no bid	\$600.00
Skid Steer	\$750.00	PIECE	\$600.00	EACH PIECE	no bid	\$600.00
Loader	\$1,550.00	PIECE	\$600.00	EACH PIECE	no bid	\$600.00
Grader	\$1,350.00	PIECE	\$600.00	EACH PIECE	no bid	\$600.00
Pug Mill	\$1,350.00	PIECE	\$600.00	EACH PIECE	no bid	no bid



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

February 10, 2023

Amy Pickett, Member
Evolution Construction Services, LLC
10 Industrial Park Road
Mechanicville, NY 12118

Dear Ms. Pickett:

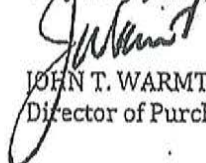
This is to inform you that the bid for Pavement Service Rates, specification 23-PWPSR-46R has been awarded to all bidders on a project-to-project basis, pending review of your Certificate of Insurance, as per the attached bid recap.

Please be aware that the Specifications, Instructions to Bidders, Indemnity and Insurance Agreement, and the Proposal will constitute a contract.

The contract period will run from February 1, 2023 through January 31, 2024, with the option to extend for two (2), one (1) year periods upon written agreement of both parties.

If you have any questions, please contact my office.

Very truly yours,


JOHN T. WARMT
Director of Purchasing

attachment

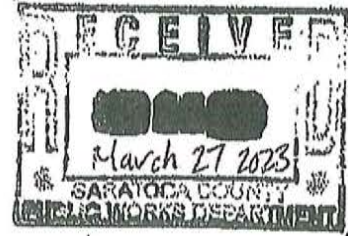


JOHN T. WARMT
Director


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

FILE



MEMORANDUM

TO: Chad Cooke, Commr. Public Works
FROM: John Warmt, Purchasing 
DATE: March 23, 2023
RE: Asphalt Concrete - 23-PWAC-3R

The bid for Asphalt Concrete, specification 23-PWAC-3R has been awarded to all bidders pending project location and availability, as per the attached bid recap.

The contract period is from the date of this award through December 31, 2023.

If you have any questions, please contact me.

attachment

cc: D. Plummer, County Auditor



ASPHALT CONCRETE BID RECAP - 23-PWAC-3R

Bid awarded to all vendors pending project location & availability — Contract Period From Date of Award - 12/31/2023

ASPHALT PRICE ADJUSTMENT -

FEBRUARY 2023 AVERAGE IS \$608.00/U.S. Ton

CONTACT INFO.

LOCATION OF PLANT

PECOHAM MATERIALS

Peter H. Simpson
(518) 747-3353
43 Wacker Road
Hudson Falls, NY
RT 28 Greenwich

PALLETTE STONE

David Sanders
(518) 394-2421
Brook Road
Saratoga Springs

GALLANAN

INDUSTRIES, INC.
Joe DeCiccio
(518) 857-7668
100 Cobble Lane
Watervliet

DOLDRITE PRODUCTS

COMPANY, INC.
Joe DeCiccio
(518) 857-7668
145 Coxsack Rd
Schuylerville

POMPA BROS., INC.

Isaacina LaRocca
(518) 537-9943
5 Potters Garden Rd
Saratoga Springs

NEW CASTLE

ASPHALT, LLC
Kenech Roberg
518-275-3265
233 Route 266
Pittsford

TROY SAND & GRAVEL CO., INC.

Dan Christie
518-674-2884
34 George Road
West Sand Lake

ITEM	CONTACT INFO.	LOCATION OF PLANT	PECOHAM MATERIALS	PALLETTE STONE	GALLANAN INDUSTRIES, INC.	DOLDRITE PRODUCTS COMPANY, INC.	POMPA BROS., INC.	NEW CASTLE ASPHALT, LLC	TROY SAND & GRAVEL CO., INC.
Spec. Item 402.25901	F8 Binder Course HMA, 60 Series Compaction		NO BID	\$50.85	\$54.95	\$51.95	\$55.35	\$57.00	\$50.50
Spec. Item 403.11RAP	Base Course (recycled)		NO BID	\$50.15	\$52.95	\$48.95	NO BID	\$46.00	\$50.50
Spec. Item 403.118902	Type 1 Base Course		NO BID	\$51.15	\$54.95	\$51.95	\$55.35	\$52.50	\$53.00
Spec. Item 403.128902	Type 2 Base Course		NO BID	\$51.85	\$54.95	\$51.05	\$55.35	\$54.50	\$53.00
Spec. Item 403.138902	Type 3 Dense Binder Course		NO BID	\$52.85	\$56.45	\$53.50	\$55.35	\$55.75	\$53.00
Spec. Item 403.13RAP	Blinder Course (recycled)		\$60.00	\$50.85	\$54.00	\$51.50	NO BID	\$50.75	\$50.50
Spec. Item 403.178902	Types 6 Top Course		NO BID	\$58.35	\$61.45	\$57.25	NO BID	\$62.50	\$55.00
Spec. Item 403.16RAP	Types 6 Top Course (recycled)		\$65.00	\$55.35	\$59.00	\$55.95	NO BID	\$62.50	\$55.00
Spec. Item 403.178202	Types 6F2 Top Course (High Friction)		NO BID	\$59.15	\$57.45	\$56.45	\$61.50	\$57.25	\$52.50
Spec. Item 403.198902	Type 7 Top Course		NO BID	\$60.85	\$64.95	\$58.45	\$61.50	\$62.50	\$55.00
Spec. Item 403.218902	Truing & Leveling Course		NO BID	\$60.85	\$64.95	\$60.85	\$64.70	\$64.50	\$57.00
Spec. Item 404.XX	Warm Mix Additive		\$4.00	\$6.00	NO BID	\$4.00	NO BID	\$6.00	\$8.00
Spec. Item 404.198901	19 F9 Binder Course, 80 Series Compaction		NO BID	\$58.85	NO BID	\$55.50	NO BID	\$58.75	\$58.00
Spec. Item 404.128901	12.5 F3 Top Course, 80 Series Compaction		NO BID	\$63.85	NO BID	\$59.95	\$59.90	\$62.50	\$60.00
Spec. Item 404.098901	8.5 F3 Top Course, 80 Series Compaction		NO BID	\$65.85	NO BID	\$64.95	\$64.55	\$65.75	\$64.00
Spec. Item 404.068901	6.3 F3 Top Course, 80 Series Compaction		\$83.50	\$71.85	NO BID	\$80.65	NO BID	\$69.00	\$73.00
Spec. Item 404.018901	Truing & Leveling F9 80 Series Compaction		NO BID	\$63.85	NO BID	\$64.95	\$69.90	\$65.75	\$70.00
Spec. Item 404.058901	Skim Course F9		NO BID	\$74.85	NO BID	\$64.95	NO BID	\$73.00	\$70.00
Spec. Item 403.11RAP	CREDIT for RAP		NO BID	(\$2.00)	NO BID	NO BID	(\$1.75)	(\$2.00)	(\$3.00)
	HAULING: First five (5) miles (each mile up to 5 miles)		NO BID	\$0.95	\$0.90	\$0.90	\$1.00	\$0.90	\$0.75
	-PLUS- each additional mile 6-15 miles		NO BID	\$0.60	\$0.65	\$0.65	\$0.70	\$0.50	\$0.50
	-PLUS- each additional mile over 15 miles		NO BID	\$0.60	\$0.55	\$0.55	\$0.55	\$0.40	\$0.50
Item 402.06890118	6.3mm F3 PMHMA, 80 Series Compaction		\$79.50	\$76.15	NO BID	\$76.65	NO BID	\$78.50	\$73.00
	HAULING: First five (5) miles (each mile up to 5 miles)		NO BID	\$0.66	NO BID	\$0.90	NO BID	\$1.05	\$0.75
	-PLUS- each additional mile 6-15 miles		NO BID	\$0.60	NO BID	\$0.65	NO BID	\$0.65	\$0.50
	-PLUS- each additional mile over 15 miles		NO BID	\$0.60	NO BID	\$0.55	NO BID	\$0.40	\$0.50
Item 407.02010018	Tack Coat for 6.3mm F3 PMHMA		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	HAULING: First five (5) miles (each mile up to 5 miles)		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	-PLUS- each additional mile 6-15 miles		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	-PLUS- each additional mile over 15 miles		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
ADDITIONAL ITEM	Winter Mix/Cold Patch/Patching Material		\$100.00/ton						

Cynthia, Zlogar

From: noreply
Sent: Tuesday, April 11, 2023 11:56 AM
To: Cynthia, Zlogar; Dahn Bull
Cc: Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara
Subject: Resolution Request for TB Meeting: 04-17-2023 or The Following Meeting Highway Department
Attachments: 6435831d6322f-Approval Letter.pdf; 6435831d6451b-23-PWPSR-46R AWARD RECAP.pdf; 6435831d64e39-23-PWAC-3R AWARD RECAP.pdf; 6435831d64f94-23-PWAC-3R AWARD MEMO.pdf; 6435831d6501d-Pavement Service Rates Bid Package 23-PWPSR-46R.pdf; 6435831d65ffc-1 - Notice to Bidders-1.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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. Morelli, D. Bull, etc.): D. Bull

Requested Meeting Date: 04-17-2023

Alternate Date The Following Meeting

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.

Due to the previous projects completed and work seen in other towns, we will be hiring primarily Evolution Contracting Services, as well as Jointa Lime Company as a secondary company in the event additional funds above the 2023 budget are invested in town roads.

Budget #: DA-5110-030, DA-5112-015

Budget Description: Paving/Blacktop, Other Contractual

\$ Amount: 1,089,117.00

Procurement Policy, please describe. Piggy Backing On County Paving Contract

Additional Comments/Details: 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.

Item #2

General Repairs

Resolution No. _____ of 2023, a resolution contracting for paving services for the Town's Highway Department.

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

WHEREAS, pursuant to Section 103 (16) of the General Municipal Law, municipalities in New York may acquire services through contracts let by the State, or another political subdivision of the State, through a public bidding process which was held in compliance with the statute, and

WHEREAS, the Highway Department has requested authorization to enter into contracts with Evolution Construction Services, Mechanicville, NY and Jointa Lime Company, Wilton NY, to establish services rates for equipment and labor associated with paving services based on bids awarded by the County of Saratoga after a competitive process, in compliance with GML 103, and

RESOLVED, that the Highway Superintendent is authorized to enter a pavement services contract with Evolution Construction Services, Mechanicville, NY and as a secondary company, Jointa Lime Company, Wilton, NY, per Saratoga County Contract 23-PWPSR-46R in an amount up to \$1,089,117, with invoices to be paid from DA-5110-030 (Highway – Paving – Blacktop) and DA-5112-015 (Highway – Other Contractual).

Resolution No. 98 of 2023, a resolution authorizing budget transfers for calendar year 2022 as specified in Schedule A, attached.

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

WHEREAS, the Comptroller has recommended that certain year-end budget adjustments, contained in Schedule A, be made to provide for the completion of financial statements for Fiscal Year 2022; now, therefore, be it

RESOLVED, that the budget transfers specified in Schedule A, be adopted per the Comptroller's recommendations.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Resolution No. 99 of 2023, a resolution authorizing the Supervisor to execute two (2) agreements with GTM Payroll Services, Inc. (GTM) to purchase new timeclocks for eight (8) Town locations.

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

WHEREAS, GTM has provided payroll processing services to the Town since 2011, and has updated and streamlined operations from time to time, and

WHEREAS, the Comptroller recommends the procurement of new NXG LE timeclocks from GTM, to integrate the time control systems with existing payroll systems, and to replace older time clock systems, at a cost not to exceed \$8,384, at eight (8) Town offices, as a sole source pursuant to the Town's Procurement Policy; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached agreements with GTM Payroll Services, Inc., to purchase eight (8) new NXG LE timeclocks at a cost not to exceed \$8,384, to be paid with a transfer from Contingency to A-01315-00200 (General Fund-Comptroller-Equipment).

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Resolution No. 100 of 2023, a resolution contracting for paving services for the Town's Highway Department.

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

WHEREAS, pursuant to Section 103 (16) of the General Municipal Law, municipalities in New York may acquire services through contracts let by the State, or another political subdivision of the State, through a public bidding process which was held in compliance with the statute, and

WHEREAS, the Highway Department has requested authorization to enter into contracts with Evolution Construction Services, Mechanicville, NY, and Jointa Lime Company, Wilton NY, to establish services rates for equipment and labor associated with paving services based on bids awarded by the County of Saratoga after a competitive process, in compliance with GML 103; now, therefore, be it

RESOLVED, that the Highways Superintendent is authorized to enter a pavement services contract with Evolution Construction Services, Mechanicville, NY, and as a secondary company, Jointa Lime Company, Wilton, NY, per Saratoga County Contract 23-PWPSR-46R, in an amount up to \$1,089,117, with invoices to be paid from DA-5110-030 (Highway – Paving – Blacktop) and DA-5112-015 (Highway – Other Contractual).

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Supervisor Barrett requested a paving list from the Highway Department.

Highways Superintendent Bull stated he is awaiting information pertaining to a possible water construction project on Eastside Drive to complete the paving list.

Highways Superintendent Bull stated he can have an unfinished paving list submitted the next day.

No one wished to be heard.

OTHER BUSINESS

Councilman Morelli explained, in a recent Town Board meeting he brought up traffic/speeding/accident concerns on Moe Road, with the entrance to the Shenendehowa School Campus. Since that meeting, as requested by the Town, the County Sherriff and State Police have been monitoring the area during peak times. The Town's Public Safety Department put out message boards bringing awareness to the speed limit in that area. The next step is for the Town to investigate the area for possible speed decrease and or a traffic light. Mr. Morelli stated as a municipality, we are not empowered to make those decisions on our own due to the proximity to State Route 146, without going through a formal traffic study. A quote was received, late this afternoon, from Creighton Manning, Traffic Engineers, to perform a traffic study. Creighton Manning would be able to provide the services such as traffic and turning movement counts, field visit evaluating road width, parking, driving density, reviewing crash records, reviewing data collected against speed limit guidance and summarizing of recommendations. He stated the proposal is for a lump sum of \$6,700. Mr. Morelli explained the next Town Board meeting is not until May 1, and he would like to get the work started as soon as possible. Councilman Morelli would like a motion to allow the Supervisor to sign the proposal from Creighton Manning, upon Town Attorney review.

Supervisor Barrett stated one of the changes that came out of the pandemic was more parents dropping off and picking up students and additional students driving to school. This has placed pressure on many schools and parents for traffic, parking, and possible expansion of where drop-offs and pick-ups occur. The study would provide information on improvements in the area to communicate with NYSDOT.

Item #3
Permanent
Improvements

Evolution Construction Services								
			Po Box 511					
			Mechanicville NY 12118					
Town of Clifton Park- Mill & Pave-WoodridgeCt, Evergreen Terr & Acorn Grove								
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	\$950.00	\$154.00	\$1,258.00	
L	Cold Planer Groudman	1	1	2	\$897.00	\$150.00	\$1,197.00	
E	Paving Van	1	1		\$141.00		\$141.00	
E	Water Truck				\$260.00		\$0.00	
E	Broom Tractor				\$300.00		\$0.00	
L	W150 Cold Planner				\$1,800.00		\$0.00	
L	Laborer	2	1	4	\$761.00	\$135.00	\$2,062.00	
E							\$0.00	
E	Skidsteer	1	1		\$525.00		\$525.00	
L	Skidsteer Operator	1	1	2	\$928.00	\$154.00	\$1,236.00	
E	Loader				\$540.00		\$0.00	
L	Loader Operator				\$950.00	\$154.00	\$0.00	
E	Pickup Sweeper	1	1		\$900.00		\$900.00	
L	Pickup Sweeper Operator	1	1	2	\$897.00	\$150.00	\$1,197.00	
E	Foremans Pickup				\$141.00		\$0.00	
L	Foreman				\$928.00	\$154.00	\$0.00	
E							\$0.00	
	Total						\$11,316.00	
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E	Paver	1	1		\$1,500.00		\$1,500.00	
L	Paver Operator	1	1	3	\$950.00	\$154.00	\$1,412.00	
E	Roller (10-12 Ton)	1	1		\$645.00		\$645.00	
E	Roller (8-10 Ton)	1	1		\$590.00		\$590.00	
L	Roller Operator	2	1	6	\$928.00	\$154.00	\$2,780.00	
E	Roller (2 - 5 Ton)				\$325.00		\$0.00	
E	Skidsteer	1	1		\$525.00		\$525.00	
E	Paving Van	1	1		\$141.00		\$141.00	
E	Water Truck				\$260.00		\$0.00	
L	Paving Foreman	1	1	3	\$928.00	\$154.00	\$1,390.00	
E	Pickup (Foreman's)	1	1		\$141.00		\$141.00	
L	Screedman	2	1	6	\$790.00	\$135.00	\$2,390.00	
L	Raker	2	1	6	\$790.00	\$135.00	\$2,390.00	
	Total						\$13,904.00	
699	Mobilization	Quantity	Each		Rate		Total	
	W200 I	1	1		\$700.00		\$700.00	
	Paver	1	1		\$700.00		\$700.00	
	Skidsteer	2	1		\$700.00		\$1,400.00	
	Loader				\$700.00		\$0.00	
	Tractor Broom				\$700.00		\$0.00	
	Roller	2	1		\$700.00		\$1,400.00	
	Total						\$4,200.00	
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total	
	Recycled type 3 binder	600	Ton		(\$2.00)		-\$1,200.00	
	Type 3 Binder		Ton				\$0.00	
	Type 6 top	600	Ton		\$60.00		\$36,000.00	
	Recycled 6 Top		Ton				\$0.00	
	Tack Coat	385	Gal		\$2.95		\$1,135.75	
	Distributer Rental	10.5	HR		\$206.25		\$2,165.63	
	Trucking	45.5	Mile		\$110.00		\$5,005.00	
	Total						\$43,106.38	
	Total						\$72,526.38	

Evolution Construction Services
 Po Box 511
 Mechanicville NY 12118

Town of Clifton Park- Mill & Pave-Sweet BrierDr, N CenterLn, Arbor View Dr, WisperIng Pines Dr, Shady Glen

490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	W200 I Cold Planner	1	2		\$2,800.00		\$5,600.00
L	Cold Planer Operator	1	2	3	\$950.00	\$154.00	\$2,362.00
L	Cold Planer Groudman	1	2	3	\$897.00	\$150.00	\$2,244.00
E	Paving Van	1	2		\$141.00		\$282.00
E	Water Truck				\$260.00		\$0.00
E	Broom Tractor				\$300.00		\$0.00
L	W150 Cold Planner				\$1,800.00		\$0.00
L	Laborer	2	2	6	\$761.00	\$135.00	\$3,854.00
E							\$0.00
E	Skidsteer	1	2		\$525.00		\$1,050.00
L	Skidsteer Operator	1	2	3	\$928.00	\$154.00	\$2,318.00
E	Loader				\$540.00		\$0.00
L	Loader Operator				\$950.00	\$154.00	\$0.00
E	Pickup Sweeper	1	2		\$900.00		\$1,800.00
L	Pickup Sweeper Operator	1	2	3	\$897.00	\$150.00	\$2,244.00
E	Foremans Pickup				\$141.00		\$0.00
L	Foreman				\$928.00	\$154.00	\$0.00
E							\$0.00
	Total						\$21,754.00
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	Paver	1	2		\$1,500.00		\$3,000.00
L	Paver Operator	1	2	6	\$950.00	\$154.00	\$2,824.00
E	Roller (10-12 Ton)	1	2		\$645.00		\$1,290.00
E	Roller (8-10 Ton)	1	2		\$590.00		\$1,180.00
L	Roller Operator	2	2	12	\$928.00	\$154.00	\$5,560.00
E	Roller (2 - 5 Ton)				\$325.00		\$0.00
E	Skidsteer	1	2		\$525.00		\$1,050.00
E	Paving Van	1	2		\$141.00		\$282.00
E	Water Truck				\$260.00		\$0.00
L	Paving Foreman	1	2	6	\$928.00	\$154.00	\$2,780.00
E	Pickup (Foreman's)	1	2		\$141.00		\$282.00
L	Screedman	2	2	12	\$790.00	\$135.00	\$4,780.00
L	Raker	2	2	12	\$790.00	\$135.00	\$4,780.00
	Total						\$27,808.00
699	Mobilization	Quantity	Each		Rate		Total
	W200 I	1	1		\$700.00		\$700.00
	Paver	1	1		\$700.00		\$700.00
	Skidsteer	2	1		\$700.00		\$1,400.00
	Loader				\$700.00		\$0.00
	Tractor Broom				\$700.00		\$0.00
	Roller	2	1		\$700.00		\$1,400.00
	Total						\$4,200.00
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
	Recycled type 3 binder	1350	Ton		(\$2.00)		-\$2,700.00
	Type 3 Binder		Ton				\$0.00
	Type 6 top	1350	Ton		\$60.00		\$81,000.00
	Recycled 6 Top		Ton				\$0.00
	Tack Coat	806	Gal		\$2.95		\$2,377.70
	Distributer Rental	20	HR		\$206.25		\$4,125.00
	Trucking	130	Mile		\$110.00		\$14,300.00
	Total						\$99,102.70
	Total						\$152,864.70

Evolution Construction Services

Po Box 511

Mechanicville NY 12118

Town of Clifton Park- Mill & Pave- Clifton Park Village road, Primer Ct, Toffero Dr, Sevilla Dr & Cortez Ct

490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	W200 I Cold Planner	1	2		\$2,800.00		\$5,600.00
L	Cold Planer Operator	1	2	3	\$950.00	\$154.00	\$2,362.00
L	Cold Planer Groudman	1	2	3	\$897.00	\$150.00	\$2,244.00
E	Paving Van	1	2		\$141.00		\$282.00
E	Water Truck				\$260.00		\$0.00
E	Broom Tractor				\$300.00		\$0.00
L	W150 Cold Planner				\$1,800.00		\$0.00
L	Laborer	2	2	6	\$761.00	\$135.00	\$3,854.00
E							\$0.00
E	Skidsteer	1	2		\$525.00		\$1,050.00
L	Skidsteer Operator	1	2	3	\$928.00	\$154.00	\$2,318.00
E	Loader				\$540.00		\$0.00
L	Loader Operator				\$950.00	\$154.00	\$0.00
E	Pickup Sweeper	1	2		\$900.00		\$1,800.00
L	Pickup Sweeper Operator	1	2	3	\$897.00	\$150.00	\$2,244.00
E	Foremans Pickup				\$141.00		\$0.00
L	Foreman				\$928.00	\$154.00	\$0.00
E							\$0.00
	Total						\$21,754.00
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	Paver	1	2		\$1,500.00		\$3,000.00
L	Paver Operator	1	2	6	\$950.00	\$154.00	\$2,824.00
E	Roller (10-12 Ton)	1	2		\$645.00		\$1,290.00
E	Roller (8-10 Ton)	1	2		\$590.00		\$1,180.00
L	Roller Operator	2	2	12	\$928.00	\$154.00	\$5,560.00
E	Roller (2 - 5 Ton)				\$325.00		\$0.00
E	Skidsteer	1	2		\$525.00		\$1,050.00
E	Paving Van	1	2		\$141.00		\$282.00
E	Water Truck				\$260.00		\$0.00
L	Paving Foreman	1	2	6	\$928.00	\$154.00	\$2,780.00
E	Pickup (Foreman's)	1	2		\$141.00		\$282.00
L	Screedman	2	2	12	\$790.00	\$135.00	\$4,780.00
L	Raker	2	2	12	\$790.00	\$135.00	\$4,780.00
	Total						\$27,808.00
699	Mobilization	Quantity	Each		Rate		Total
	W200 I	1	1		\$700.00		\$700.00
	Paver	1	1		\$700.00		\$700.00
	Skidsteer	2	1		\$700.00		\$1,400.00
	Loader				\$700.00		\$0.00
	Tractor Broom				\$700.00		\$0.00
	Roller	2	1		\$700.00		\$1,400.00
	Total						\$4,200.00
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
	Rap Credit	2228	Ton		(\$2.00)		-\$4,456.00
	Type 3 Binder		Ton				\$0.00
	Type 6 top	2228	Ton		\$60.00		\$133,680.00
	Recycled 6 Top		Ton				\$0.00
	Tack Coat	1080	Gal		\$2.95		\$3,186.00
	Distributor Rental	22	HR		\$206.25		\$4,537.50
	Trucking	2228	Mile		\$9.23		\$20,564.44
	Total						\$157,511.94
	Total						\$211,273.94

Evolution Construction Services								
Po Box 511								
Mechanicville NY 12118								
Town of Clifton Park- Mill & Pave- Nottingham Way South(patial) & Nottingham Way North								
490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E	W200 I Cold Planner	1	2		\$2,800.00		\$5,600.00	
L	Cold Planer Operator	1	2	3	\$950.00	\$154.00	\$2,362.00	
L	Cold Planer Groudman	1	2	3	\$897.00	\$150.00	\$2,244.00	
E	Paving Van	1	2		\$141.00		\$282.00	
E	Water Truck				\$260.00		\$0.00	
E	Broom Tractor				\$300.00		\$0.00	
L	W150 Cold Planner				\$1,800.00		\$0.00	
L	Laborer	2	2	6	\$761.00	\$135.00	\$3,854.00	
E							\$0.00	
E	Skidsteer	1	2		\$525.00		\$1,050.00	
L	Skidsteer Operator	1	2	3	\$928.00	\$154.00	\$2,318.00	
E	Loader				\$540.00		\$0.00	
L	Loader Operator				\$950.00	\$154.00	\$0.00	
E	Pickup Sweeper	1	2		\$900.00		\$1,800.00	
L	Pickup Sweeper Operator	1	2	3	\$897.00	\$150.00	\$2,244.00	
E	Foremans Pickup				\$141.00		\$0.00	
L	Foreman				\$928.00	\$154.00	\$0.00	
E							\$0.00	
	Total						\$21,754.00	
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E	Paver	1	2		\$1,500.00		\$3,000.00	
L	Paver Operator	1	2	6	\$950.00	\$154.00	\$2,824.00	
E	Roller (10-12 Ton)	1	2		\$645.00		\$1,290.00	
E	Roller (8-10 Ton)	1	2		\$590.00		\$1,180.00	
L	Roller Operator	2	2	12	\$928.00	\$154.00	\$5,560.00	
E	Roller (2 - 5 Ton)				\$325.00		\$0.00	
E	Skidsteer	1	2		\$525.00		\$1,050.00	
E	Paving Van	1	2		\$141.00		\$282.00	
E	Water Truck				\$260.00		\$0.00	
L	Paving Foreman	1	2	6	\$928.00	\$154.00	\$2,780.00	
E	Pickup (Foreman's)	1	2		\$141.00		\$282.00	
L	Screedman	2	2	12	\$790.00	\$135.00	\$4,780.00	
L	Raker	2	2	12	\$790.00	\$135.00	\$4,780.00	
	Total						\$27,808.00	
699	Mobilization	Quantity	Each		Rate		Total	
	W200 I	1	1		\$700.00		\$700.00	
	Paver	1	1		\$700.00		\$700.00	
	Skidsteer	2	1		\$700.00		\$1,400.00	
	Loader				\$700.00		\$0.00	
	Tractor Broom				\$700.00		\$0.00	
	Roller	2	1		\$700.00		\$1,400.00	
	Total						\$4,200.00	
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total	
	Rap Credit	1540	Ton		(\$2.00)		-\$3,080.00	
	Type 3 Binder		Ton				\$0.00	
	Type 6 top	1647	Ton		\$60.00		\$98,820.00	
	Recycled 6 Top		Ton				\$0.00	
	Tack Coat	894	Gal		\$2.95		\$2,637.30	
	Distributer Rental	18	HR		\$206.25		\$3,712.50	
	Trucking	1647	Mile		\$9.23		\$15,201.81	
	Total						\$117,291.61	
	Total						\$171,053.61	

Evolution Construction Services								
Po Box 511								
Mechanicville NY 12118								
Town of Clifton Park- Mill & Pave- Murfield Ct, quail Hollow Ct, Doral Ct & McGregor Ct								
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	\$950.00	\$154.00	\$1,258.00	
L	Cold Planer Groudman	1	1	2	\$897.00	\$150.00	\$1,197.00	
E	Paving Van	1	1		\$141.00		\$141.00	
E	Water Truck				\$260.00		\$0.00	
E	Broom Tractor				\$300.00		\$0.00	
L	W150 Cold Planner				\$1,800.00		\$0.00	
L	Laborer	2	1	4	\$761.00	\$135.00	\$2,062.00	
E							\$0.00	
E	Skidsteer	1	1		\$525.00		\$525.00	
L	Skidsteer Operator	1	1	2	\$928.00	\$154.00	\$1,236.00	
E	Loader				\$540.00		\$0.00	
L	Loader Operator				\$950.00	\$154.00	\$0.00	
E	Pickup Sweeper	1	1		\$900.00		\$900.00	
L	Pickup Sweeper Operator	1	1	2	\$897.00	\$150.00	\$1,197.00	
E	Foremans Pickup				\$141.00		\$0.00	
L	Foreman				\$928.00	\$154.00	\$0.00	
E							\$0.00	
	Total						\$11,316.00	
403	Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E	Paver	1	1		\$1,500.00		\$1,500.00	
L	Paver Operator	1	1	3	\$950.00	\$154.00	\$1,412.00	
E	Roller (10-12 Ton)	1	1		\$645.00		\$645.00	
E	Roller (8-10 Ton)	1	1		\$590.00		\$590.00	
L	Roller Operator	2	1	6	\$928.00	\$154.00	\$2,780.00	
E	Roller (2 - 5 Ton)				\$325.00		\$0.00	
E	Skidsteer	1	1		\$525.00		\$525.00	
E	Paving Van	1	1		\$141.00		\$141.00	
E	Water Truck				\$260.00		\$0.00	
L	Paving Foreman	1	1	3	\$928.00	\$154.00	\$1,390.00	
E	Pickup (Foreman's)	1	1		\$141.00		\$141.00	
L	Screedman	2	1	6	\$790.00	\$135.00	\$2,390.00	
L	Raker	2	1	6	\$790.00	\$135.00	\$2,390.00	
	Total						\$13,904.00	
699	Mobilization	Quantity	Each		Rate		Total	
	W200 I	1	1		\$700.00		\$700.00	
	Paver	1	1		\$700.00		\$700.00	
	Skidsteer	2	1		\$700.00		\$1,400.00	
	Loader				\$700.00		\$0.00	
	Tractor Broom				\$700.00		\$0.00	
	Roller	2	1		\$700.00		\$1,400.00	
	Total						\$4,200.00	
402	Materials-Asphalt Concrete	Quantity	Unit		Rate		Total	
	Rap Credit	850	Ton		(\$2.00)		-\$1,700.00	
	Type 3 Binder		Ton				\$0.00	
	Type 6 top	987	Ton		\$60.00		\$59,220.00	
	Recycled 6 Top		Ton				\$0.00	
	Tack Coat	535	Gal		\$2.95		\$1,578.25	
	Distributer Rental	8	HR		\$206.25		\$1,650.00	
	Trucking	987	Mile		\$9.23		\$9,110.01	
	Total						\$69,858.26	
	Total						\$99,278.26	

Evolution Construction Services								
Po. Box 511								
Mechanicville NY 12118								
Town of Clifton Park- Mill & Pave- Maxwell Dr (partial)								
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	\$950.00	\$154.00	\$1,258.00	
L	Cold Planer Groudman	1	1	2	\$897.00	\$150.00	\$1,197.00	
E	Paving Van	1	1		\$141.00		\$141.00	
E	Water Truck				\$260.00		\$0.00	
E	Broom Tractor				\$300.00		\$0.00	
L	W150 Cold Planner				\$1,800.00		\$0.00	
L	Laborer	2	1	4	\$761.00	\$135.00	\$2,062.00	
E							\$0.00	
E	Skidsteer	1	1		\$525.00		\$525.00	
L	Skidsteer Operator	1	1	2	\$928.00	\$154.00	\$1,236.00	
E	Loader				\$540.00		\$0.00	
L	Loader Operator				\$950.00	\$154.00	\$0.00	
E	Pickup Sweeper	1	1		\$900.00		\$900.00	
L	Pickup Sweeper Operator	1	1	2	\$897.00	\$150.00	\$1,197.00	
E	Foremans Pickup				\$141.00		\$0.00	
L	Foreman				\$928.00	\$154.00	\$0.00	
E							\$0.00	
	Total						\$11,316.00	
403 Paving								
		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E	Paver	1	1		\$1,500.00		\$1,500.00	
L	Paver Operator	1	1	3	\$950.00	\$154.00	\$1,412.00	
E	Roller (10-12 Ton)	1	1		\$645.00		\$645.00	
E	Roller (8-10 Ton)	1	1		\$590.00		\$590.00	
L	Roller Operator	2	1	6	\$928.00	\$154.00	\$2,780.00	
E	Roller (2 - 5 Ton)				\$325.00		\$0.00	
E	Skidsteer	1	1		\$525.00		\$525.00	
E	Paving Van	1	1		\$141.00		\$141.00	
E	Water Truck				\$260.00		\$0.00	
L	Paving Foreman	1	1	3	\$928.00	\$154.00	\$1,390.00	
E	Pickup (Foreman's)	1	1		\$141.00		\$141.00	
L	Screedman	2	1	6	\$790.00	\$135.00	\$2,390.00	
L	Raker	2	1	6	\$790.00	\$135.00	\$2,390.00	
	Total						\$13,904.00	
699 Mobilization								
		Quantity	Each		Rate		Total	
	W200 I	1	1		\$700.00		\$700.00	
	Paver	1	1		\$700.00		\$700.00	
	Skidsteer	2	1		\$700.00		\$1,400.00	
	Loader				\$700.00		\$0.00	
	Tractor Broom				\$700.00		\$0.00	
	Roller	2	1		\$700.00		\$1,400.00	
	Total						\$4,200.00	
402 Materials-Asphalt Concrete								
		Quantity	Unit		Rate		Total	
	Rap Credit	650	Ton		(\$2.00)		-\$1,300.00	
	Type 3 Binder		Ton				\$0.00	
	Type 6 top	735	Ton		\$60.00		\$44,100.00	
	Recycled 6 Top		Ton				\$0.00	
	Tack Coat	400	Gal		\$2.95		\$1,180.00	
	Distributer Rental	8	HR		\$206.25		\$1,650.00	
	Trucking	735	Mile		\$9.23		\$6,784.05	
	Total						\$52,414.05	
	Total						\$81,834.05	

Evolution Construction Services

Po Box 511
Mechanicville NY 12118

Town of Clifton Park- Mill & Pave-Frankie Ln, Dennis Dr. & Kara Ln

490		Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	W200 I	Cold Planner	1	2		\$2,800.00		\$5,600.00
L		Cold Planer Operator	1	2	2	\$950.00	\$154.00	\$2,208.00
L		Cold Planer Groudman	1	2	2	\$897.00	\$150.00	\$2,094.00
E		Paving Van	1	2		\$141.00		\$282.00
E		Water Truck				\$260.00		\$0.00
E		Broom Tractor				\$300.00		\$0.00
L		W150 Cold Planner				\$1,800.00		\$0.00
L		Laborer	2	2	4	\$761.00	\$135.00	\$3,584.00
E								\$0.00
E		Skidsteer	1	2		\$525.00		\$1,050.00
L		Skidsteer Operator	1	2	2	\$928.00	\$154.00	\$2,164.00
E		Loader				\$540.00		\$0.00
L		Loader Operator				\$950.00	\$154.00	\$0.00
E		Pickup Sweeper	1	2		\$900.00		\$1,800.00
L		Pickup Sweeper Operator	1	2	2	\$897.00	\$150.00	\$2,094.00
E		Foremans Pickup				\$141.00		\$0.00
L		Foreman				\$928.00	\$154.00	\$0.00
E								\$0.00
		Total						\$20,876.00
403		Paving	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E		Paver	1	2		\$1,500.00		\$3,000.00
L		Paver Operator	1	2	6	\$950.00	\$154.00	\$2,824.00
E		Roller (10-12 Ton)	1	2		\$645.00		\$1,290.00
E		Roller (8-10 Ton)	1	2		\$590.00		\$1,180.00
L		Roller Operator	2	2	12	\$928.00	\$154.00	\$5,560.00
E		Roller (2 - 5 Ton)				\$325.00		\$0.00
E		Skidsteer	1	2		\$525.00		\$1,050.00
E		Paving Van	1	2		\$141.00		\$282.00
E		Water Truck				\$260.00		\$0.00
L		Paving Foreman	1	2	6	\$928.00	\$154.00	\$2,780.00
E		Pickup (Foreman's)	1	2		\$141.00		\$282.00
L		Screedman	2	2	12	\$790.00	\$135.00	\$4,780.00
L		Raker	2	2	12	\$790.00	\$135.00	\$4,780.00
		Total						\$27,808.00
699		Mobilization	Quantity	Each		Rate		Total
		W200 I	1	1		\$700.00		\$700.00
		Paver	1	1		\$700.00		\$700.00
		Skidsteer	2	1		\$700.00		\$1,400.00
		Loader				\$700.00		\$0.00
		Tractor Broom				\$700.00		\$0.00
		Roller	2	1		\$700.00		\$1,400.00
		Total						\$4,200.00
402		Materials-Asphalt Concrete	Quantity	Unit		Rate		Total
		Rap Credit	1250	Ton		(\$2.00)		-\$2,500.00
		Type 3 Binder		Ton				\$0.00
		Type 6 top	1366	Ton		\$60.00		\$81,960.00
		Recycled 6 Top		Ton				\$0.00
		Tack Coat	740	Gal		\$2.95		\$2,183.00
		Distributer Rental	16	HR		\$206.25		\$3,300.00
		Trucking	1366	Mile		\$9.23		\$12,608.18
		Total						\$97,551.18
		Total						\$150,435.18

Evolution Construction Services

Po Box 511

Mechanicville NY 12118

Town of Clifton Park- Mill & Pave-Cheshire Ridge, Beveswood Ct, Davenport Cir & Wilford Dr

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	\$950.00	\$154.00	\$1,258.00
L	Cold Planer Groudman	1	1	2	\$897.00	\$150.00	\$1,197.00
E	Paving Van	1	1		\$141.00		\$141.00
E	Water Truck				\$260.00		\$0.00
E	Broom Tractor				\$300.00		\$0.00
L	W150 Cold Planner				\$1,800.00		\$0.00
L	Laborer	2	1	4	\$761.00	\$135.00	\$2,062.00
E							\$0.00
E	Skidsteer	1	1		\$525.00		\$525.00
L	Skidsteer Operator	1	1	2	\$928.00	\$154.00	\$1,236.00
E	Loader				\$540.00		\$0.00
L	Loader Operator				\$950.00	\$154.00	\$0.00
E	Pickup Sweeper	1	1		\$900.00		\$900.00
L	Pickup Sweeper Operator	1	1	2	\$897.00	\$150.00	\$1,197.00
E	Foremans Pickup				\$141.00		\$0.00
L	Foreman				\$928.00	\$154.00	\$0.00
E							\$0.00
	Total						\$11,316.00
403 Paving		Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total
E	Paver	1	1		\$1,500.00		\$1,500.00
L	Paver Operator	1	1	3	\$950.00	\$154.00	\$1,412.00
E	Roller (10-12 Ton)	1	1		\$645.00		\$645.00
E	Roller (8-10 Ton)	1	1		\$590.00		\$590.00
L	Roller Operator	2	1	6	\$928.00	\$154.00	\$2,780.00
E	Roller (2 - 5 Ton)				\$325.00		\$0.00
E	Skidsteer	1	1		\$525.00		\$525.00
E	Paving Van	1	1		\$141.00		\$141.00
E	Water Truck				\$260.00		\$0.00
L	Paving Foreman	1	1	3	\$928.00	\$154.00	\$1,390.00
E	Pickup (Foreman's)	1	1		\$141.00		\$141.00
L	Screedman	2	1	6	\$790.00	\$135.00	\$2,390.00
L	Raker	2	1	6	\$790.00	\$135.00	\$2,390.00
	Total						\$13,904.00
699 Mobilization		Quantity	Each		Rate		Total
	W200 I	1	1		\$700.00		\$700.00
	Paver	1	1		\$700.00		\$700.00
	Skidsteer	2	1		\$700.00		\$1,400.00
	Loader				\$700.00		\$0.00
	Tractor Broom				\$700.00		\$0.00
	Roller	2	1		\$700.00		\$1,400.00
	Total						\$4,200.00
402 Materials-Asphalt Concrete		Quantity	Unit		Rate		Total
	rap Credit	600	Ton		(\$2.00)		-\$1,200.00
	Type 3 Binder		Ton				\$0.00
	Type 6 top	707	Ton		\$60.00		\$42,420.00
	Recycled 6 Top		Ton				\$0.00
	Tack Coat	383	Gal		\$2.95		\$1,129.85
	Distributer Rental	8	HR		\$206.25		\$1,650.00
	Trucking	707	MIle		\$9.23		\$6,525.61
	Total						\$50,525.46
	Total						\$79,945.46