



DAHN S. BULL  
SUPERINTENDENT OF HIGHWAYS

RECEIVED

AUG 10 2023

CLIFTON PARK  
TOWN CLERK

Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Superintendent 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 the 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 Line 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 29,915 feet of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof. 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: Details Attached, Item #3.

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Supervisor

Councilman

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.

*TOWN BOARD PREVIOUSLY SIGNED ON 8/7/23*

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

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Teresa Brobston, Town Clerk



# DAHNS. BULL

SUPERINTENDENT OF HIGHWAYS

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## MEMO

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

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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.

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](http://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 readaloud.
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 Warnt, 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](http://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:**

<u>TYPE</u>	<u>DESCRIPTION</u>	<u>DAILY RATE</u>	<u>WEEKLY RATE</u>
<b><u>Paving:</u></b>			
Paver (10' screed)	_____	\$ _____	\$ _____
Widener	_____	\$ _____	\$ _____
Miards (rumble strip miller)	_____	\$ _____	\$ _____
Cold Planer	_____	\$ _____	\$ _____
Skid Steer	_____	\$ _____	\$ _____
Tack Coat Distrib. Truck	_____	\$ _____	\$ _____
Tack Coat Wagon Trailer Mounted	_____	\$ _____	\$ _____
<hr/>			
<b><u>Rollers:</u></b>			
10-12 Ton	_____	\$ _____	\$ _____
8-10 Ton	_____	\$ _____	\$ _____
2-5 Ton	_____	\$ _____	\$ _____
Rubber Tire	_____	\$ _____	\$ _____
5-8 Ton (static)	_____	\$ _____	\$ _____
Dirt Roller	_____	\$ _____	\$ _____
<hr/>			
<b><u>Miscellaneous:</u></b>			
Water Truck	_____	\$ _____	\$ _____
Vacuum Truck	_____	\$ _____	\$ _____
Paving Van / Box Trailer	_____	\$ _____	\$ _____
Broom Tractor	_____	\$ _____	\$ _____
Loader	_____	\$ _____	\$ _____
Grader	_____	\$ _____	\$ _____
Portable Pugmill	_____	\$ _____	\$ _____
Foreman's Truck	_____	\$ _____	\$ _____
Tri-Axle Trailer	_____	\$ _____	\$ _____
Portable Work Zone Light System	_____	\$ _____	\$ _____



**MOBILIZATION (delivery & pick-up):**

<u>EQUIPMENT TYPE</u>	<u>TOTAL COST DELIVERY &amp; 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-I 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.**

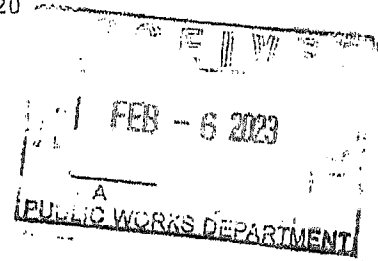
Thank you.

# 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.



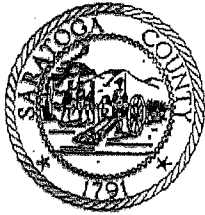
LABOR	EVOLUTION CONSTRUCTION SERVICES Army Project - (518) 956-4887		Callman Industries, Inc. Back Hilling, CM Construction - (518) 374-2222		Joint's Lime Company Peter Fitzgerald - President - (518) 584-2421		NEW CASTLE PAVING, L.L.C. Dale Swartz - President - (516) 275-8126	
	8 HOUR DAY	OVERTIME PER HOUR	8 HOUR DAY	OVERTIME PER HOUR	8 HOUR DAY	OVERTIME PER HOUR	8 HOUR DAY	OVERTIME PER HOUR
Broom Tractor Operator	\$897.00	\$150.00	\$850.00	\$168.00	\$900.00	\$137.00	\$742.00	\$121.00
Paver Operator	\$920.00	\$154.00	\$920.00	\$178.00	\$940.00	\$144.00	\$788.00	\$138.00
Roller Operator	\$928.00	\$154.00	\$850.00	\$160.00	\$925.00	\$142.00	\$765.00	\$128.00
Vacuum Truck Operator	\$897.00	\$150.00	\$900.00	\$170.00	\$900.00	\$137.00	\$695.00	\$101.00
Scowman	\$790.00	\$135.00	\$880.00	\$170.00	\$735.00	\$112.00	\$650.00	\$101.00
Baker	\$780.00	\$135.00	\$750.00	\$155.00	\$735.00	\$112.00	\$650.00	\$101.00
Foreman	\$928.00	\$154.00	\$930.00	\$190.00	\$930.00	\$143.00	\$765.00	\$128.00
Mixers (handle emp opcr)	\$950.00	\$154.00	no bid	no bid	no bid	no bid	no bid	no bid
Truck Driver	\$740.00	\$135.00	no bid	no bid	\$720.00	\$109.00	\$650.00	\$101.00
Self Steer Operator	\$928.00	\$154.00	\$850.00	\$160.00	\$900.00	\$137.00	\$765.00	\$128.00
Cold Plant Operator	\$950.00	\$154.00	no bid	no bid	\$940.00	\$144.00	\$780.00	\$130.00
Cold Plant Groundman	\$897.00	\$150.00	no bid	no bid	\$800.00	\$137.00	\$742.00	\$121.00
Loader Operator	\$950.00	\$154.00	no bid	no bid	\$920.00	\$140.00	\$765.00	\$128.00
Grader Operator	\$930.00	\$154.00	no bid	no bid	\$930.00	\$143.00	\$780.00	\$130.00
Pug Mill Operator	\$897.00	\$150.00	no bid	no bid	no bid	no bid	no bid	no bid
Maintenance & Protection of Traffic (MPREST)	\$761.00	\$135.00	\$750.00	\$155.00	\$725.00	\$110.00	\$650.00	\$105.00
Labourer	\$761.00	\$135.00	\$750.00	\$155.00	\$725.00	\$110.00	\$650.00	\$105.00
Mason	\$750.00	\$135.00			Reclaimer Operator	\$144.00		
Carpenter	\$780.00	\$135.00						
MOBILIZATION (delivery & pick-up)		TOTAL COST PICK-UP & DELIVERY EACH PIECE	TOTAL COST PICK-UP & DELIVERY EACH PIECE	TOTAL COST PICK-UP & DELIVERY EACH PIECE	TOTAL COST PICK-UP & DELIVERY EACH PIECE	TOTAL COST PICK-UP & DELIVERY EACH PIECE	TOTAL COST PICK-UP & DELIVERY EACH PIECE	TOTAL COST PICK-UP & DELIVERY EACH PIECE
Paver	\$700.00		\$750.00		\$790.00		\$450.00	
Roller	\$700.00		\$750.00		\$790.00		\$450.00	
Widener	\$700.00		\$750.00		\$790.00		\$450.00	
Mixers	\$700.00		no bid		no bid		\$450.00	
Broom Tractor	\$700.00		\$750.00		\$475.00		\$450.00	
Cold Plant	\$700.00		\$750.00		\$865.00		\$450.00	
Self Steer	\$700.00		\$750.00		\$475.00		\$450.00	
Loader	\$700.00		no bid		\$790.00		\$450.00	
Grader	\$700.00		no bid		\$790.00		\$450.00	
Pug Mill	\$700.00		no bid		no bid		no bid	
					Reclaimer	\$665.00		

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

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

PAYING	Fekkesen Road Corp.			GORMAN BROS., INC.			Peter Laizzi & Bros Contracting Inc.		
	DAILY RATE	WEEKLY RATE	DAILY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	DAILY RATE	WEEKLY RATE	
Paver (10' Spread)	Cat AP1008F \$2,690.00	\$13,300.00	CAT AP1055E \$2,900.00	\$14,500.00	Roadtec RP - 195 \$1,100.00	\$6,500.00			
Widener	Midland 7991LKE \$1,360.00	\$6,800.00	no bid	no bid	no bid	no bid			
(mobile strip miller)	no bid	no bid	no bid	no bid	no bid	no bid			
Cold Planer	Roadtec RX709 \$4,824.00	\$24,120.00	Roadtec RX900 \$3,900.00	\$19,500.00	Wirtgen 210i \$3,400.00	\$17,000.00			
Skid Steer	New Holland CR45 \$808.00	\$4,040.00	Case 1845C \$900.00	\$4,500.00	Bobcat 750 \$400.00	\$2,000.00			
Track Coal Distrib. Truck	Kenworth/ Ekyre \$6406 \$1,322.00	\$6,560.00	MAACK RD688S \$4,900.00	\$24,500.00	2000 Gallon \$1,500.00	\$7,500.00			
Track Coal Wagon Trailer	GAC 514U10 \$328.00	\$1,640.00	no bid	no bid	Leeboy 250T \$120.00	\$600.00			
Mounted									
Cold Paver									
ROLLERS									
10-12 Ton	Hamm HD14 \$1,024.00	\$5,120.00	Hamm HD-120VV \$1,800.00	\$9,000.00	Hamm HD 110 \$450.00	\$2,250.00			
8-10 Ton	Hamm HD12 \$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	Hamm HD10C \$512.00	\$2,560.00	Bomag BW100AD \$1,200.00	\$6,000.00	Hamm HD 8 \$250.00	\$1,250.00			
Rubber Tire	Skid GV751 \$1,184.00	\$5,920.00	Hamm GRW18 \$1,800.00	\$9,000.00	no bid	no bid			
5-8 Ton (static)	Hamm HD12 \$724.00	\$3,620.00	no bid	no bid	no bid	no bid			
Dirt Roller	Cat CPS4P \$1,024.00	\$5,120.00	Hamm 3412 \$1,800.00	\$9,000.00	Bomag BW 172D \$450.00	\$2,250.00			
Pad Foot Roller									
MISCELLANEOUS									
Water Truck	Freightliner 165001 \$1,120.00	\$5,600.00	Polar Semi \$1,500.00	\$7,500.00	Ford 650 XL \$200.00	\$1,000.00			
Vacuum Truck	no bid	no bid	Operator \$5,000.00	\$20,000.00	Mobile Sweeper \$850.00	\$4,250.00			
Paving Van / Box Trailer	Dodge 5500 \$336.00	\$1,680.00	Great Dane 7211TZ1B \$400.00	\$2,000.00	Box Van \$150.00	\$750.00			
Broom/Tractor	New Holland 3430 \$456.00	\$2,280.00	M.B. 53MH \$400.00	\$2,000.00	Bobcat 750 \$500.00	\$2,500.00			
Loader	Doosan DL220 \$1,220.00	\$6,100.00	Doosan DL220-3 \$1,200.00	\$6,000.00	Cat 930K \$400.00	\$2,000.00			
Grader	Cat 120M2 \$1,448.00	\$7,240.00	Champion 720A \$2,000.00	\$10,000.00	Cat 140G \$300.00	\$1,500.00			
Portable Pugmill	Midland T-4100 \$1,344.00	\$6,720.00	Midland T6000 \$2,500.00	\$12,500.00	no bid	no bid			
Foreman's Truck	Ford F250 \$280.00	\$1,400.00	Dodge Ram 3500 \$250.00	\$1,250.00	Chevy 2500 \$150.00	\$750.00			
Tri-Axle Trailer	Mask Tractor \$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. Dominique Bisognano - (518) 792-3157		GORMAN BROS., INC. Dane I. Melton - (518) 462-5401		Peter Leibzi & Bros Contracting Inc. Michael W. Ahr - Vice President - (518) 482-8954	
	\$ HOUR DAY	OVERTIME PER HOUR	\$ HOUR DAY	OVERTIME PER HOUR	\$ HOUR DAY	OVERTIME PER HOUR
Broom Tractor Operator	\$1,098.00	\$198.00	\$1,200.00	\$200.00	\$900.00	\$130.00
Paver Operator	\$1,056.00	\$198.00	\$1,500.00	\$250.00	\$340.00	\$150.00
Roller Operator	\$1,040.00	\$198.00	\$1,500.00	\$250.00	\$900.00	\$130.00
Vacuum Truck Operator	no bid	no bid	\$1,200.00	\$200.00	\$900.00	\$130.00
Screeedman	\$832.00	\$155.00	\$1,400.00	\$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
Marks (rubble strip oper.)	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	\$1,038.00	\$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
Laborer	\$832.00	\$155.00	\$1,200.00	\$200.00		
Mason (Concrete)						
Carpenter (Concrete)						
<b>MOBILIZATION (delivery &amp; pick-up)</b>	<b>TOTAL COST PICK-UP &amp; DELIVERY EACH PIECE</b>		<b>TOTAL COST PICK-UP &amp; DELIVERY EACH PIECE</b>		<b>TOTAL COST PICK-UP &amp; DELIVERY EACH PIECE</b>	
Paver	\$1,350.00		\$600.00		\$600.00	
Roller	\$1,350.00		\$600.00		\$600.00	
Widener	\$1,350.00		\$600.00		no bid	
Marks	no bid		no bid		no bid	
Broom Tractor	\$912.00		\$600.00		\$600.00	
Cold Planer	\$1,600.00		\$600.00		\$600.00	
Skid Steer	\$750.00		\$600.00		\$600.00	
Loader	\$1,550.00		\$600.00		\$600.00	
Grader	\$1,350.00		\$600.00		\$600.00	
Pug Mill	\$1,350.00		\$600.00		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:

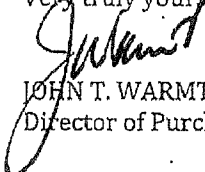
This is to inform you that the bid for Pavement Service Rates, specification 23-PWPSR-46R has been awarded to all bidders on a project-to-project basis, pending review of your Certificate of Insurance, as per the attached bid recap.

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

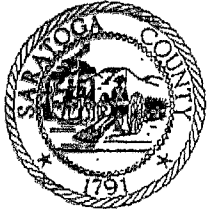
The contract period will run from February 1, 2023 through January 31, 2024, with the option to extend for two (2), one (1) year periods upon written agreement of both parties.

If you have any questions, please contact my office.

Very truly yours,

  
JOHN T. WARMT  
Director of Purchasing

attachment



JOHN T. WARMT  
Director

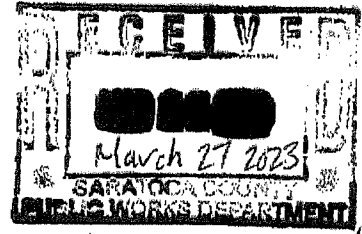
## SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail  
50 WEST HIGH STREET \* BALLSTON SPA, NY 12020

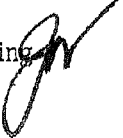
Telephone: (518) 885-2210

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

ITEM	ASPHALT PRICE ADJUSTMENT - FEBRUARY 2023 AVERAGE IS \$698.00/U.S. Ton	CONTACT INFO.	LOCATION OF PLANT	PECKHAM MATERIALS	PALLETTESTONE CORP.	CALLANAN INDUSTRIES, INC.	DOLOMITE PRODUCTS COMPANY, INC.	POMPA BROS., INC.	NEW CASTLE ASPHALT, LLC	TROY SAND & GRAVEL CO., INC.
Spec. Item 402.266901	F9 Binder Course HMA, 60 Series Compaction			Peter H. Simonneau (516) 747-3353 433 Vaughn Road Pulaski Falls, NY	David Sembs (516) 594-2421 Brook Road Saratoga Springs	Joe DeCicca (516) 557-7868 100 Corabelle Lane Watervliet	Joe DeCicca (516) 557-7666 145 Cordele Rd Schuylerville	Martina LaRocca (516) 337-3043 5 Plainfield Gardens Rd Saratoga Springs	Kenneth Rittenburg (518) 278-9265 230 Riverside Ave Rochester	Dan Ciampale (518) 674-2854 31 George Road Hart Sand Lake
Spec. Item 403.118902	Base Course (recycled)			NO BID	\$50.65	\$54.95	\$51.95	\$55.35	\$57.00	\$50.50
Spec. Item 403.118902	Type 1 Base Course			NO BID	\$50.15	\$52.95	\$48.95	NO BID	\$46.00	\$50.50
Spec. Item 403.128902	Type 2 Base Course			NO BID	\$51.65	\$54.95	\$51.95	\$55.35	\$52.50	\$53.00
Spec. Item 403.128902	Type 3 Dense Binder Course			NO BID	\$52.85	\$56.45	\$53.50	\$55.35	\$54.50	\$53.00
Spec. Item 403.132902	Binder Course (recycled)			\$60.00	\$50.65	\$54.00	\$50.50	NO BID	\$50.75	\$53.00
Spec. Item 403.178902	Type 6 Top Course			NO BID	\$58.35	\$61.45	\$57.25	\$59.95	\$62.50	\$50.50
Spec. Item 403.178902	Type 6 Top Course (recycled)			\$65.00	\$55.35	\$59.00	\$55.95	NO BID	\$57.25	\$55.00
Spec. Item 403.189902	Type 7 Top Course			NO BID	\$59.15	\$62.45	\$58.45	\$61.50	\$62.50	\$55.00
Spec. Item 403.218902	Truing & Leveling Course			NO BID	\$60.85	\$64.95	\$60.95	\$64.70	\$64.50	\$57.00
Spec. Item 404.004XX	Warm Mix Additive			\$4.00	\$60.85	\$64.95	\$60.95	\$64.70	\$60.00	\$58.00
Spec. Item 404.196901	19 F9 Binder Course, 80 Series Compaction			NO BID	\$56.85	NO BID	\$4.00	NO BID	\$1.40	\$1.50
Spec. Item 404.128301	12.5 F3 Top Course, 80 Series Compaction			NO BID	\$63.85	NO BID	\$55.50	\$55.25	\$58.75	\$63.00
Spec. Item 404.068801	9.5 F3 Top Course, 80 Series Compaction			NO BID	\$65.85	NO BID	\$59.95	\$59.90	\$62.50	\$60.00
Spec. Item 404.068801	6.3 F3 Top Course, 80 Series Compaction			\$83.50	\$71.85	NO BID	\$84.95	\$64.55	\$65.75	\$64.00
Spec. Item 404.018901	Truing & Leveling F9 80 Series Compaction			NO BID	\$53.85	NO BID	\$60.65	NO BID	\$68.00	\$73.00
Spec. Item 404.058901	Shim Course F9			NO BID	\$74.85	NO BID	\$84.95	\$59.90	\$68.75	\$70.00
Spec. Item 403.118902	CREDIT for RAP			NO BID	(\$2.00)	NO BID	NO BID	NO BID	\$73.00	\$70.00
	First five (5) miles (each mile up to 5 miles)			NO BID	\$0.96	\$0.90	\$0.50	\$1.00	(\$2.00)	(\$3.00)
	-PLUS- each additional mile 6-15 miles			NO BID	\$0.60	\$0.65	\$0.55	\$0.70	\$0.90	\$0.75
	-PLUS- each additional mile over 15 miles			NO BID	\$0.60	\$0.55	\$0.55	\$0.55	\$0.50	\$0.30
Item 402.06830118	6.3mm F3 PMHMA, 80 Series Compaction			\$79.50	\$76.15	NO BID	\$76.65	NO BID	\$78.50	\$73.00
	First five (5) miles (each mile up to 5 miles)			NO BID	\$0.96	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	\$0.30
	-PLUS- each additional mile over 15 miles			NO BID	\$0.60	NO BID	\$0.55	NO BID	\$0.40	\$0.30
Item 407.02010018	Tack Coat for 6.3mm F3 PMHMA			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	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**

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**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 Walowitz, 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 Sheriff 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						\$0.00	
L	W150 Cold Planner						\$0.00	
L	Laborer	2				\$135.00	\$2,062.00	
E							\$0.00	
E	Skidsteer	1					\$525.00	
L	Skidsteer Operator	1				\$154.00	\$1,236.00	
E	Loader						\$0.00	
L	Loader Operator					\$154.00	\$0.00	
E	Pickup Sweeper	1					\$900.00	
L	Pickup Sweeper Operator	1				\$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	
	Distributor 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	

2,330 Ft

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			00		\$282.00	
E	Water Truck				00		\$0.00	
E	Broom Tractor				00		\$0.00	
L	W150 Cold Planner				00		\$0.00	
L	Laborer	2			00	\$135.00	\$3,854.00	
E							\$0.00	
E	Skidsteer	1			00		\$1,050.00	
L	Skidsteer Operator	1			00	\$154.00	\$2,318.00	
E	Loader				00		\$0.00	
L	Loader Operator				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	
	Distributor Rental	20	HR		\$206.25		\$4,125.00	
	Trucking	130	Mile		\$110.00		\$14,300.00	
	Total						\$99,102.70	
	Total						\$152,864.70	

4,650 feet

Evolution Construction Services								
Po Box 511								
Mechanicville NY 12118								
Town of Clifton Park- Mill & Pave- Clifton Park Village road, Primer Ct, Torrero 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				.00		\$0.00	
E	Broom Tractor				.00		\$0.00	
L	W150 Cold Planner				.00		\$0.00	
L	Laborer	2			.00	\$135.00	\$3,854.00	
E							\$0.00	
E	Skidsteer	1			.00		\$1,050.00	
L	Skidsteer Operator	1			.00	\$154.00	\$2,318.00	
E	Loader				.00		\$0.00	
L	Loader Operator				.00	\$154.00	\$0.00	
E	Pickup Sweeper	1			.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	

5,810 feet

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				.00		\$0.00	
L	W150 Cold Planner				.00		\$0.00	
L	Laborer	2			.00	\$135.00	\$3,854.00	
E							\$0.00	
E	Skidsteer	1			.00		\$1,050.00	
L	Skidsteer Operator	1			.00	\$154.00	\$2,318.00	
E	Loader				.00		\$0.00	
L	Loader Operator				.00	\$154.00	\$0.00	
E	Pickup Sweeper	1			.00		\$1,800.00	
L	Pickup Sweeper Operator	1			\$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	

4,800 feet

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 Groudan	1	1	2	\$897.00	\$150.00	\$1,197.00	
E	Paving Van	1			\$141.00		\$141.00	
E	Water Truck				00		\$0.00	
E	Broom Tractor				00		\$0.00	
L	W150 Cold Planner				00		\$0.00	
L	Laborer	2			00	\$135.00	\$2,062.00	
E							\$0.00	
E	Skidsteer	1			00		\$525.00	
L	Skidsteer Operator	1			00	\$154.00	\$1,236.00	
E	Loader				00		\$0.00	
L	Loader Operator				00	\$154.00	\$0.00	
E	Pickup Sweeper	1	1		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	
	Distributor Rental	8	HR		\$206.25		\$1,650.00	
	Trucking	987	Mile		\$9.23		\$9,110.01	
	Total						\$69,858.26	
	Total						\$99,278.26	

3,205 feet

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
L	Cold Planer Operator	1	1			4.00		\$1,258.00
L	Cold Planer Groudman	1	1			0.00		\$1,197.00
E	Paving Van	1	1					\$141.00
E	Water Truck							\$0.00
E	Broom Tractor							\$0.00
L	W150 Cold Planner							\$0.00
L	Laborer	2	1			5.00		\$2,062.00
E								\$0.00
E	Skidsteer	1	1					\$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
	Distributor Rental	8	HR		\$206.25			\$1,650.00
	Trucking	735	Mile		\$9.23			\$6,784.05
	Total							\$52,414.05
	Total							\$81,834.05

2,390 feet

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				\$0.00		\$0.00	
E	Broom Tractor				\$0.00		\$0.00	
L	W150 Cold Planner				\$0.00		\$0.00	
L	Laborer				61.00	\$135.00	\$3,584.00	
E							\$0.00	
E	Skidsteer				\$25.00		\$1,050.00	
L	Skidsteer Operator				\$28.00	\$154.00	\$2,164.00	
E	Loader				\$40.00		\$0.00	
L	Loader Operator				\$50.00	\$154.00	\$0.00	
E	Pickup Sweeper				\$90.00		\$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	
	Distributor Rental	16	HR		\$206.25		\$3,300.00	
	Trucking	1366	Mile		\$9.23		\$12,608.18	
	Total						\$97,551.18	
	Total						\$150,435.18	

4,435 feet

Evolution Construction Services								
Po Box 511								
Mechanicville NY 12118								
Town of Clifton Park- Mill & Pave-Cheshire Ridge, Beveswood Ct, Davenport Cir & Willard Dr								
490	Cold Planning	Quantity	8 Hour Days	OT Hours	8 Hour Rate	OT Rate	Total	
E	W200 I Cold Planner	1			800.00		\$2,800.00	
L	Cold Planer Operator	1				\$154.00	\$1,258.00	
L	Cold Planer Groudman	1				\$150.00	\$1,197.00	
E	Paving Van	1					\$141.00	
E	Water Truck						\$0.00	
E	Broom Tractor						\$0.00	
L	W150 Cold Planner						\$0.00	
L	Laborer	2				\$135.00	\$2,062.00	
E							\$0.00	
E	Skidsteer	1					\$525.00	
L	Skidsteer Operator	1	1	2		\$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	
	<b>Total</b>						<b>\$11,316.00</b>	
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	
	<b>Total</b>						<b>\$13,904.00</b>	
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	
	<b>Total</b>						<b>\$4,200.00</b>	
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	
	Distributor Rental	8	HR		\$206.25		\$1,650.00	
	Trucking	707	Mile		\$9.23		\$6,525.61	
	<b>Total</b>						<b>\$50,525.46</b>	
	<b>Total</b>						<b>\$79,945.46</b>	

2,295 feet