



# RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN  
COUNTY EXECUTIVE

JAMES R. GORDON  
DIRECTOR

May 1, 2019

John Pickett, Member  
Evolution Construction Services  
P.O. Box 511  
Mechanicville, NY 12118

Attention: Jeff Russo and Deborah Clements

RE: RFB-19-13 Conventional Asphalt Paving – **Notice To Proceed**

Dear Mr. Pickett:

I am in receipt of the necessary Liability, Workers Compensation and Disability Benefits Coverage Insurance Certificates as required in the NOTICE OF AWARD for the above-referenced bid.

Consequently, I am notifying you to proceed with work. Final arrangements to conduct work shall be made through the Rensselaer County Engineer who may be contacted at (518) 283-0973.

You may obtain a copy of the Prevailing Wage Schedule for Article 8 Public Work Project PRC# 2019001989 by following the steps outlined in the bid document as follows: rates may be accessed through the NYS DOL website at [www.labor.ny.gov](http://www.labor.ny.gov). Select each of the following: "Government & Research", "Public Work: "Overview", "Prevailing Wage Schedule & Updates", "Access Previously Requested Schedule", "Wage Rate Schedule online", enter the PRC# and select "Submit", to view the project description. Next select "Wage Schedule" to view the detailed wage schedule for this project. Or, you may contact the Rensselaer County Highway Department to obtain a paper copy of the Prevailing Wage. **Awarded Bidders are reminded to periodically check the prevailing wage rates throughout the entire length of their contract.**

Sincerely,

Christine M. Mariano  
Deputy Director

cc: James R. Gordon, Director, Bureau of Central Services  
Lori A. Ruffinen, County Auditor  
Joseph Teliska, County Engineer, Highway Department  
Resolution: G/165/19



# RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN  
COUNTY EXECUTIVE

JAMES R. GORDON  
DIRECTOR

April 15, 2019

John Pickett, Member  
Evolution Construction Services  
P.O. Box 511  
Mechanicville, NY 12118

RE: RFB-19-13 Conventional Asphalt Paving – **Notice of Award**

Dear Mr. Pickett:

I am pleased to inform you that your firm has been awarded the contract for the above-referenced bid based on your low bid amounts submitted and your ability to meet Rensselaer County specifications.

The award period shall be from May 1, 2019 through December 31, 2019. The contract may be extended, upon mutual consent of both the County and your firm, for a period of one additional year period.

In accordance with bid specifications (Page 5, #24 and Insurance Requirements - Pages 6-7), you are required – within **seven calendar (7) days** from the date of this award – to submit to my attention proof of Liability (ACORD 25), Workers Compensation (C-105.2) and Disability Benefits Coverage (DB-102.1), limits as specified and naming Rensselaer County as additional insured as listed below:

- **Certificate Holder: County of Rensselaer, Attn: Rensselaer County Attorney, Ned Pattison Rensselaer County Government Center, 1600 Seventh Avenue, Troy, New York 12180**

Upon receipt of the above documentation, your company will be issued a Notice to Proceed letter and may obtain a copy of the NYS Department of Labor Prevailing Wage Schedule for Article 8 Public Work Project (PRC#2019001989) on the NYS Department of Labor website or you may contact the Rensselaer County Highway Department to obtain a hard-copy of the prevailing wage. **No work may commence prior to issuance of the Notice to Proceed letter.** All work shall be coordinated with the County Engineer of the Rensselaer County Highway Department, who may be contacted at (518) 283-0973. **Awarded Bidders are reminded to periodically check the prevailing wage rates throughout the entire length of their contract.**

On behalf of the Rensselaer County Highway Department thank you for submitting your bid.

Sincerely,

Christine M. Mariano  
Deputy Director

cc: James R. Gordon, Director, Bureau of Central Services  
Lori A. Ruffinen, County Auditor  
Joseph Teliska, County Engineer, Highway Department  
Resolution: G/165/19

ADDENDUM #1

RFB-19-13  
 DATED: 3/1/19  
 PAGE: 13

OFFICIAL BID FORM

Date of submission of bids up to and including 11:00 a.m., Friday, March 8, 2019, at which time all bids received will be publicly opened.

CONVENTIONAL ASPHALT PAVING

Item	NYS DOT Specification	Description	Up To 500 Tons	501 - 1,000 Tons	Over 1,000 Tons
#1	402.378903	37.5 F9 Base Course HMA	49. <sup>70</sup>	47. <sup>58</sup>	45. <sup>96</sup>
#2	402.198903	19 F9 Binder Course HMA	53. <sup>70</sup>	51. <sup>58</sup>	49. <sup>96</sup>
#3	402.128303	12.5 F3 Top Course HMA	57. <sup>46</sup>	55. <sup>38</sup>	53. <sup>71</sup>
#4	402.098303	9.5 F3 Top Course HMA	60. <sup>21</sup>	58. <sup>08</sup>	56. <sup>47</sup>
#5	Trucking Rate from the Plant to Project Site: <small>Mileage is measured one-way from the vendor stockpile to the project site. Rates bid are total compensation for all trucking including labor, fuel and supplies.</small>		0 - 1 Mile	2. <sup>75</sup>	Per Ton-Mile
			Over 1 Mile	.33	Per Ton-Mile
	Plant Location: <u>New Castle Asphalt LLC</u>		<u>Rensselaer NY</u>		
#6	407.0102	Diluted Tack Coat		5. <sup>00</sup>	Per Gallon
#7	N/A	Asphalt Concrete Placed By Hand		185. <sup>00</sup>	Per Ton
#8	490.30	Miscellaneous Cold Milling of Bituminous Concrete		15. <sup>00</sup>	Per SY
#9	633.11	Cleaning Existing Pavement/Shoulder		1. <sup>00</sup>	Per SY
#10	633.12	Cleaning, Sealing and/or Filling Cracks		NB	Per LF
#11	633.14	Removal/Repair of Deteriorated HMA Pavement		140. <sup>00</sup>	Per SY

- **ONE BID PER COMPANY WILL BE ACCEPTED. THE BID THE BID SHALL BE SUBMITTED IN ONE ENVELOPE AND LABELED CLEARLY (See Page 2 #8). FOR COMPANIES WITH MULTIPLE LOCATIONS: Bidders are authorized to copy page 13 of the Official Bid Form to provide pricing per plant location.**
- BID MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OR ORIGINAL BID BOND IN THE AMOUNT OF \$500.00.
- CONTRACT AGREEMENT: The specifications detailed herein and the vendors signed bid response acknowledged by Rensselaer County's Notice of Award shall constitute the entire agreement between Rensselaer County and the Successful Bidder.
- Bidder must sign Local Law #2 and Non-Collusive agreement and return with signed Official Bid Form

Bidder Evolution Construction Services Federal Tax ID# 47-2738179  
 Address (City/State/Zip) Po Box 511 Mechanicville N.Y 12118  
 Authorized Signature [Signature] Print Name John Tackett  
 Date 3/8/19 Phone (518) 956-4407 Fax \_\_\_\_\_  
 Email Address \_\_\_\_\_ john@evolutionexcavation.com \_\_\_\_\_

RETURN IN ENCLOSED BID ENVELOPE

**LOCAL LAW #2, 1992  
CERTIFICATION of COMPLIANCE**

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Ned Pattison Rensselaer County Government Center, 1600 Seventh Avenue, Troy, New York 12180, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2850. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Evolution Construction Services  
(Name of Vendor/Company)

\_\_\_\_\_  
(Person authorized to sign & Title)

Po Box 511  
(Street or Box Number)

Mechanicville NY 12118  
(City, State, Zip Code)

  
(Authorized Signature)

3/8/19  
(Date)

**SUBMIT THIS FORM WITH YOUR BID**

**CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID**

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

**NON-COLLUSIVE BIDDING CERTIFICATION**

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:
  - (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED:  DATED: 3/18/19

TITLE: Member FIRM: Evolution Construction Services

**SUBMIT THIS FORM WITH YOUR BID**