TOWN OF NEW SCOTLAND  
SPECIAL TOWN BOARD MEETING  
July 24, 2019 – 6:30 pm  
AGENDA

1. Call to Order  
   Mr. LaGrange

2. Pledge of Allegiance

3. Thomas Hart to discuss grant opportunity with  
   Mr. Hart

4. Resolution to amend contract deadline for completion of Krumkill Rd. Corrective  
   Maintenance FHWA Project and contract addendum re: same  
   Mr. LaGrange
   Attachment #1  
   Attachment #1a

5. Bid award recommendation: Overlook Drive Paving Project  
   Mr. Guyer
   Attachment #2

6. Authorize Highway Superintendent to sign Agreement with Contractor for the  
   Overlook Drive Paving Project  
   Mr. Guyer
   Attachment #3

7. Discussion/Action re: Resolution approving CFA Grant Application for Hilton Park  
   Improvements  
   Mr. Hennessy Jr
   Attachment #4

8. Adjourn  
   Mr. LaGrange
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION TO AMEND CONTRACT DEADLINE
FOR COMPLETION OF KRUMKILL ROAD
CORRECTIVE MAINTENANCE WORK

A meeting of the Town Board of the Town of New Scotland, Albany County, New York was convened in public session at the Town Hall located at 2029 New Scotland Road, Slingerlands, New York 12159 on July 24, 2019 at 6:30 p.m.

WHEREAS, the Town has entered into a contract with Prime Highway Contractors, LLC (“Prime” or “Contractor”) for the Krumkill Road Corrective Maintenance paving project, and the contract included a deadline for completion of the project;

WHEREAS, the Contractor has requested an extension of the deadline for various reasons, including the time needed for the recycled asphalt to cure;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, the Town Board of the Town of New Scotland hereby approves an extension of the deadline for completion of the project, and the new deadline for completion is September 30, 2019. The Town Supervisor is hereby authorized to sign an Addendum, which shall provide: “The Contract is hereby amended to provide that the deadline for the Contractor to complete the work is September 30, 2019.”

A motion by Member ____________, seconded by Member ___________, to adopt Resolution No. __ of 2019.

In favor: ____________________

Opposed: ____________________

Motion Approved: ____________________

The Resolution was adopted at a meeting of the Town Board of the Town of New Scotland duly conducted on ________________, 2019.
ADDENDUM #1

The Agreement, dated July 12, 2019 between the Town of New Scotland, New York (the “Town”) and Prime Highway Contractors, LLC (“Contractor”) regarding project entitled “PIN 1760.30 – Krumkill Road Corrective Maintenance” (the “Project”) is hereby amended as follows:

The deadline for completion of the Project set forth in Article 1 of the Agreement (August 8, 2019) is hereby amended in accordance with Article 4 of the Agreement, and the new deadline for completion of the Project is September 30, 2019.

This Addendum may be executed in one or more counterparts, any one or all of which shall constitute one agreement. This Addendum may be executed and delivered via facsimile or email transmission.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

TOWN OF NEW SCOTLAND

By: ________________________________
Douglas LaGrange, Supervisor
Date: ________________ __, 2019

PRIME HIGHWAY CONTRACTORS, LLC

By: ________________________________
Linda J. Isabelle, President
Date: ________________ __, 2019
Town Board
Town of New Scotland

Dear Board Members,

I have reviewed the bid proposals for the Overlook Drive Paving Project that were opened and read aloud at Town Hall on July 24, 2019, at 10:00 am.

I recommend the bid be awarded to the lowest bidder, Peter Luizzi & Bros., Contracting, Inc. at $90,000.

Sincerely,

Kenneth Guyer
Town of New Scotland
Highway Superintendent
Town of New Scotland
Bid Opening
July 24, 2019

Bid
The following Town Officials were in attendance:

Highway Superintendent:    Kenneth Guyer
Town Clerk:       Diane Deschenes

1. Call to order
A bid opening for the Overlook Drive Paving Project was held at the New Scotland Town Hall, 2029 New Scotland Road, Slingerlands, NY at 10:05 AM. Proof of publication provided the following sealed bids were received and opened:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DelSignore Blacktop Paving, Inc.</td>
<td>$114,874</td>
</tr>
<tr>
<td>Peter Luizzi &amp;Bros. Contracting, Inc.</td>
<td>$90,000</td>
</tr>
<tr>
<td>Callanan Industries, Inc.</td>
<td>$94,600</td>
</tr>
</tbody>
</table>

2. Adjourn
The bid opening adjourned at 10:08 AM.

Diane R. Deschenes, Town Clerk
AGREEMENT

This Agreement, made this _________ of __________, by and between,

THE TOWN OF NEW SCOTLAND, a municipal corporation duly organized under the laws of the State of New York with offices at 2029 New Scotland Road, Slingerlands, New York 12159 (the “Town”)

-and-

Peter Luizzi & Bros, Contracting Inc. having a place of business at

49 Railroad Ave., Albany, NY 12205 (the “Contractor”).

Recitals:

WHEREAS, the Town wishes to engage the services of Contractor, subject to the mutual conditions and covenants contained herein, to construct and complete milling and paving project on Overlook Drive in the Town of New Scotland, Albany County, State of New York, and the Town has agreed to pay the Contractor for the Work.

NOW, THEREFORE, the parties agree that:

1. Work/Installation. In consideration of the sum of $90,000, the Contractor shall complete the job as specified in bid specs labeled “Overlook Drive Paving Project” (collectively, the “Work”) listed on the Bid Specifications, dated July 24, 2019 (the “Proposal”) which are attached hereto as Exhibit 1.

2. Time for Completion. The Work shall be completed by October 7, 2019.

3. Payment. When the Contractor has certified that the Work is complete the Town shall pay the Contractor the total sum of $90,000, payable as follows:

(A) The sum of $81,000 shall be paid upon Contractor’s certification that the Work is complete and is accepted as satisfactory by the Town of New Scotland. Payment shall be on the first business day following the regular monthly Town Board meeting which falls on the second Wednesday of each month.
(B) The sum of $9,000 (the “retainage”) shall be paid 30 days after initial payment if the Work is complete, provided the Work was installed in a good and workmanlike manner in accordance with the Specifications.

4. **Non-Discrimination.** The Contractor shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The Contractor and the Town agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.

5. **Employees.** The Contractor shall not employ any Town official or employee in connection herewith and shall adhere to the Town’s Code of Ethics.

6. **No-Assignment.** The Contractor shall not assign or transfer any interest herein without prior written Town approval.

7. **Indemnity.** Contractor shall, at all times, indemnify and save harmless the Town 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 Town.

8. **Prevailing Wage Rates and Supplements**

The Contractor warrants that he is familiar with and in compliance with Sections 220.3 and 220-d of the New York State Labor Law. These Sections govern the payment of wages so that each laborer,
worker or mechanic upon this project employed by Contractor shall not receive less and the prevailing hourly wage for a legal days of work.

9. **Insurance**

(A) Contractor shall provide the Town with proof of general liability insurance issued by a company authorized by license to do business in the State of York. The policy’s minimum coverages shall be $1,000,000/single injury and $1,000,000/property damage and shall be subject to the approval of the Town Attorney. The certificate holder must be listed as the Town of New Scotland, New York. This insurance certificate must also name the Town as additional insured and the Contractor shall provide the Town with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to Town.

(B) In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, Contractor shall deliver to the Town a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the Contractor shall promptly pay or cause to be paid all premiums due thereon.

(C) In the event Contractor receives notice of cancellation of said insurance, Contractor shall immediately provide the Town with written notice of such cancellation by no later than the next business day to the Town. Such written notice must be either personally delivered to the Supervisor, Town Hall, 2029 New Scotland Road, Slingerlands, New York 12159 during normal business hours or faxed to the Supervisor at 439-8554. Contractor shall provide the
Town with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) business days of the Contractor’s receipt of said notice of cancellation of Contractor’s insurance.

(D) Any failure by the Contractor to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the Town may, at its option, terminate this agreement upon written notice to the Contractor.

(E) The above insurance is not, and shall not, be construed as, a limitation upon Contractor’s obligation to indemnify the Town.

10. Worker’s Compensation Laws/Compliance. This Agreement shall be void and of no affect unless throughout the term of this Agreement Contractor, in compliance with the provisions of the Workers’ 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. Proof of such Workers’ Compensation Insurance coverage shall be provided to Town.

11. Miscellaneous.

(A) Notices: Any notice required to be given by any party to this Agreement shall be delivered via the United States mail (certified-return receipt) or by overnight courier to the address listed above or such other address designated in writing by the parties.

(B) Complete Agreement: This Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto.

(C) Law Governing: This Agreement shall be construed in accordance with the laws of the State of New York. The venue of any action arising out of this License shall be in the Supreme Court of the State of New York, Albany County. The Contractor hereby consents to personal jurisdiction in the State of New York.
(D) **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

(E) **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, any one or all of which shall constitute one agreement. This Agreement may be executed and delivered via facsimile or email transmission.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

**TOWN OF NEW SCOTLAND**

Date: _____, 2019

By: 

Ken Guyer, Superintendent of Highways

**CONTRACTOR**

Peter Luizzi & Bros. Contracting, Inc.

Date: _____, 2019

By: 

Name:
Title:
Federal I.D. #
Exhibit 1

Bid Specifications for Overlook Drive, Voorheesville, NY 12186

- 1400’ of full depth mill to subbase and prep, including wing curbing (road width varies from 24’ to 30’); onsite visit is recommended. One day allotted.

- Furnish and install 2.5” of NYS DOT Type 3 binder including wing curbing on entire project. One day allotted.

- Furnish and install tack coat prior to top course

- Furnish and install 1.5” of NYS DOT type 6 top including wing curbing. One day allotted.

- Mill existing driveways and repave aprons.

  Town will furnish up to 6 trucks to assist with the milling process for one day.

  Town will furnish traffic control for the entire project, both milling and paving.

  Town will furnish and install backup shoulder material for the project when completed.

  Project must be completed by October 7, 2019
RESOLUTION NO. _____ OF 2019
Town of New Scotland, New York

RESOLUTION TO APPROVE SUBMISSION OF GRANT APPLICATION
FOR JOSEPH HILTON TOWN PARK IMPROVEMENTS

A meeting of the Town Board of the Town of New Scotland, Albany County, New York
was convened in public session at the Town Hall located at 2029 New Scotland Road,
Slingerlands, New York 12159 on July 24, 2019 at 6:30 p.m.

WHEREAS, the Town, with the assistance of the Town Planner, prepared an application
for a grant to fund various improvements to the Joseph Hilton Town Park (the “Park”);

WHEREAS, the grant, if awarded, will require the Town to contribute to the
improvements as the Town’s contribution to the project;

WHEREAS, the grant is intended to provide funding for the following improvements to
the Park:

Site:
• construction of two parking areas;
• primary and secondary trails;
• a grassed amphitheater;
• erection of kiosks as part of the Park amenities;
• connection of water and sewer to the Hilton Barn; and
• construction of a winter ice-skating rink.

Building:
• renovation of the Hilton Barn, including crawlspace subgrade, roof,
siding, and doors;
• construction of public rest rooms with plumbing and heating; and
• construction of a "Green Room" (staging/prep room) for the amphitheater.

NOW, THEREFORE, IT IS HEREBY

RESOLVED, the Town Board of the Town of New Scotland hereby approves the
submission of the application for the grant, and authorizes the Supervisor to sign all relevant
documents to facilitate the application, including the Environmental Assessment Form (EAF)
under the State Environmental Quality Review Act (SEQRA), which is annexed to the Agenda.

A motion by Member ____________, seconded by Member ___________, to adopt
Resolution No. __ of 2019.

In favor: ____________________
Opposed: ____________________
Motion Approved: ____________________
The Resolution was adopted at a meeting of the Town Board of the Town of New Scotland duly conducted on _________________ __, 2019.

_________________________________________