



AGENDA
NOVEMBER 8, 2017
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00 PM

Pledge of Allegiance

Board of Trustees Announcements

Village Managers Report

Public Comments

P2

1. Election Resolution for Annual Village Election 2018
2. Award of Bid – Phase 4 Utility Improvements (Club)
3. Authorize Village Manager to Execute an Agreement – Clove Excavators
4. Fire Department Memberships
5. Minutes

**NEXT REGULAR BOARD OF TRUSTEES MEETING – WEDNESDAY,
NOVEMBER 15, 2017**

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
NOVEMBER 8, 2017

1. ELECTION RESOLUTION FOR ANNUAL VILLAGE ELECTION 2018

BE IT RESOLVED that the annual Village Election will be held in the Village of Briarcliff Manor on Tuesday, March 20, 2018 between the hours of 6:00am and 9:00pm during which the polls will be open.

BE IT FURTHER RESOLVED that the following Village Offices are to be elected at the annual Village Election of March 20, 2018 for the terms as set forth herein:

<u>Office</u>	<u>Term</u>
Trustee (2)	2 Years

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
NOVEMBER 8, 2017

2. AWARD OF BID – PHASE 4 UTILITY IMPROVEMENTS

WHEREAS the Village received 10 bids for the Phase 4 Utility Improvements Project (VM-1617-9); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Phase 4 Utility Improvements Project (VM-1617-9) is hereby awarded to Abbott & Price, Inc. with their bid proposal of \$187,000 which will be charged to budget code H.8397.201.PPVM6.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Abbott & Price, Inc. for said project.



MEMORANDUM

October 20, 2017

To: Philip E. Zegarelli – Village Manager
From: David J. Turiano, P.E.
Re: **VM 1617-9 Phase 4 – Utility Improvements (Club)**

Bids were opened on October 5, 2017, at 11:00 a.m. for the above referenced project. Present at the bid opening were David J. Turiano, P.E., Village Engineer and Ed Torhan, Superintendent of Public Works.

This project includes the utility improvements-sewer for Phase 4 of the Club project. Ten (10) bids were received ranging from \$187,000.00 to \$460,715.00 as shown below. Please note that the Contract is item/quantity based and therefore the contractor is only paid based upon completed and accepted work.

Vendor	Bid
Abbott & Price, Inc.	\$187,000.00
Bilotta Construction Corp.	\$221,604.36
Legacy Supply, LLC.	\$240,478.00
Shawn's Lawns, Inc.	\$257,400.00
Joken Development Corp.	\$259,647.00
Landscape Unlimited, Inc.	\$261,520.00
ELQ Industries, Inc.	\$343,552.00
Morano Brothers, Corp	\$385,684.00
Montesano Brothers, Inc.	\$419,120.00
Paladino Concrete Creations Corp.	\$460,715.00

± 34 D
± 21 D
± 110-D

The bids were reviewed by my office for completeness and it was determined that the lowest bid was complete and acceptable. The overall budget for the Phase 4 Project(s) is \$1,395,380.00 with this sewer component having a budget of \$488,400. The total costs for the project is \$259,500 that is well within this budget amount. Please note that these monies are available under the "Public Purpose Bonds" that were issued for the Club Infrastructure Improvements, several years ago.

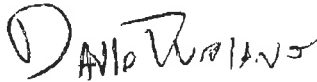
For scheduling purposes, the Phase 4 Projects were broken down into two components, Phase 4 – Sewer and Phase 4-Water. Essentially, due to overall Club Project scheduling, it is required that the sewer component of this work commence shortly and that the water portion commence in approximately 12 months, which will be a separate Village Project.

Abbott & Price has recently performed several projects for the Village, including the Community Center and Comfort Station/Pump Station Project, Pleasantville/North State intersection project and is currently working on the 9A & North State Road Project. Putting aside timing and scheduling concerns, Abbott & Price did provide a wide range of construction services in a satisfactory manner. As far as scheduling goes Abbott & Price is by far the quickest contractor out there, however this should not present a concern for this project.

In the past, the Village performed many reference checks on Abbott & Price, is very familiar with their work, and has an ongoing working relationship. Accordingly, no new reference checks were performed. As such, my office hereby recommends awarding this contract Abbott & Price Incorporated for a total contract price of \$187,000.00.

Please feel free to contact me if you have any questions relating to the above.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Turiano". The signature is written in a cursive, somewhat stylized font.

David J. Turiano, P.E.
Village Engineer/Building Inspector

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
NOVEMBER 8, 2017

**3. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT –
CLOVE EXCAVATORS, INC.**

WHEREAS, the Village of Briarcliff Manor (VBM) is a party to a joint sharing agreement with the Town of Mount Pleasant (TMP) dated as of 7 July 2017, as lead agent, wherein an award of bid designated Clove Excavators, Inc. of Poughkeepsie, NY as the lowest responsible bidder; and,

WHEREAS, the VBM was recently notified that it's paving time slot for the paving of VBM roads had been moved up to commence operations on or about 30 October 2017 and prior to Board of Trustees approval action;

BE IT RESOLVED that the VBM Board of Trustees (BOT) hereby confirms and authorizes its directive of 25 October 2017 to have the VM to execute the VBM's own agreement with Clove Excavators, Inc. for bituminous road materials as per their proposal of \$99.50 weighted average per ton. The estimated amount of material to be used is 4,275 tons equating to \$426,894.00 all-in and this current project will be charged to budget code A5112.465.

**VILLAGE OF BRIARCLIFF MANOR
VILLAGE HALL
BRIARCLIFF MANOR, NY 10510**

Bituminous Materials Laid in Place

FORM OF CONTRACT

THIS CONTRACT, made as of the 2 day of November, 2017, by and between the Village of Briarcliff Manor, 1111 Pleasantville Road, Briarcliff Manor, New York, acting by and through the Board of Trustees under the laws of the State of New York, hereinafter called the Owner, and Cove Excavators, Inc. with an office at 212 Van Wagner Road, Poughkeepsie, New York 12603, hereinafter called the Contractor.

WITNESSETH: That the Village of Briarcliff Manor and the Contractor, for the considerations hereinafter named, agree as follows:

1. Scope of Work - The Contractor shall furnish all of the equipment, labor and materials and perform all of the work described in the notice to bidders and related materials "Bid for Bituminous Materials" dated January 26, 2017, (the "Bid Request") prepared by the Town of Mount Pleasant for the benefit of the Village, among other municipal entities, all in accordance with the terms of the Contract Documents.
2. Time of Completion - Work shall commence within two (2) weeks of Notice to Proceed by Owner to Contractor and continue diligently until complete in accordance with the Contract Documents.
3. Payments - The Village of Briarcliff Manor shall make payments in accordance with the provisions of the Contract Documents in the amount set forth in the Contractor's Bid dated February 24, 2017, (the "Awarded Bid") in amounts set forth in the March 23, 2017, letter of the Town of Mt. Pleasant Highway Superintendent to Contractor ("Mt. Pleasant Letter").
4. Contract Documents - The Bid Request, Awarded Bid, Mt. Pleasant Letter, Certificate of Liability Insurance and Payment and Performance Bonds are deemed to be a part of this contract.
5. Insurance - Contractor shall maintain, at its expense, all insurance as set forth in the Exhibit A annexed hereto and made a part hereof. Simultaneously with the execution of this Contract, Contractor shall deliver Certificates of Insurance to the Village evidencing Contractor's compliance with these requirements.

- 6. **Indemnification** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Village, its agents and employees or any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's obligation to indemnify the Village, its agents and employees or any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor.

IN WITNESS WHEREOF the respective parties hereto have hereunto set their hands and seals the day and year first written above.

Village of Briarcliff Manor

By:

Philip E. Zegarelli, Village Manager
Philip E. Zegarelli, Village Manager

Philip E. Zegarelli
Village Manager

Signed, Sealed, and Delivered
in the presence of:

David J. Turiano

David J. Turiano, P.E.
Village Engineer
Village Of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, N.Y. 10510

Clove Excavators, Inc.

By: _____

_____, President

Signed, Sealed, and Delivered
in the presence of:

EXHIBIT A

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self insured entity shall be provided to municipality. If requested, the contractor must describe its financial condition and the self-insured funding mechanism.

II. The policy naming the municipality as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secure" insurer, authorized to write business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality.
- State that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers.
- The municipality shall be listed as an additional insured by using endorsement CG 2010 10 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 together. A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
- At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

III. The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

IV. Required Insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Excess/Umbrella Insurance**
\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate depending on the Type and size of the project.

- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- **Owners Contractors Protective Insurance**
(Required for large construction projects)
\$1,000,000 per occurrence/\$2,000,000 aggregate; the Municipality as the named insured.
- **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- **Builders Risk Insurance or Installation Floater**
Builders Risk coverage can be provided by NYSIR, or required of the contractors. Installation floaters are provided by the contractor(s).

V. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The contractor/permittee is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

VI. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality's insurer.

Attachments:

- Aug 29, 2013 Intermunicipal Agreement
- March 23, 2017 Town Meeting Pleasant Award to Clove
- Information to Bidders / General Conditions of Contract
- Notice to Bidders

INTERMUNICIPAL AGREEMENT

Cooperative Highway Construction Materials Bidding

THIS AGREEMENT made as of this day 29 of August, 2013, by and between the Village of Briarcliff Manor, having its offices at 1111 Briarcliff Manor Road, Briarcliff Manor, New York 10510 ("Briarcliff Manor"), and the Town of Mount Pleasant, 596 Columbus Avenue, Thornwood, New York 10594 ("Mt. Pleasant") both of which are municipal corporations of the State of New York and collectively referred to herein as the "Municipalities".

WHEREAS, the Municipalities are each in need of construction materials in connection with certain work to be performed on their respective roadways; and

WHEREAS, the Municipalities wish to cooperate in the issuance of a joint Bid for Highway Construction Materials; and

WHEREAS, it is in the best interest of the Municipalities to enter into an inter-municipal cooperative agreement in regard to the sharing of any expenses related to the preparation and issuance of such Bid; and

WHEREAS, Article 5-G of the General Municipal Law allows local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW THEREFORE, IT IS AGREED that the Municipalities agree as follows:

1. Briarcliff Manor and Mt. Pleasant each hereby authorizes its staff to

participate in the preparation and issuance of a bid for highway construction materials for their collective highway construction and repair needs (the "Bid"); and

2. Upon issuance of the Bid, each Municipality's staff shall review all responses received and after due diligence, jointly recommend to their respective Municipal Boards, the lowest responsible bidder to be retained by both Municipalities.

3. Each Municipality shall determine in advance their respective needs in terms of highway construction materials, and pay its proportionate share of the costs of the issuance of the bid, and the contract to be awarded based upon the Bid.

4. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that their respective Municipal Boards have authorized execution of this Agreement. This Agreement may be executed in separate counterparts, each of which, when all counterparts have been delivered, shall constitute a complete original as to its signatories.

5. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.

6. This Agreement contains the entire agreement between the parties as to its subject matter and it can be modified or changed only by writing executed on behalf of all of the parties hereto.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 29 day of AUG, 2013.

Village of Briarcliff Manor

By: [Signature]
Philip Zegarelli, Village Manager

Town of Mount Pleasant

By: [Signature]
Joan A. Maybury, Supervisor

TB Res # 169-13
4/9/13

and

TB Res # 360-13
7/12/13

[Signature]

(PZ)



HIGHWAY DEPARTMENT

March 23, 2017

Clove Excavators, Inc.
212 Van Wagner Road
Poughkeepsie, N.Y. 12603

Dear Mr. Vumbico:

This is to inform you that **Clove Excavators, Inc.** has been awarded the bid for **Bituminous Materials Laid in Place** for the following materials at the prices shown. Copies of the recommendation of award letter and town board resolution are attached.

<u>Material</u>	<u>Laid in Place</u>
403-118902 Type 1 Base	\$ 96.50
404-118902 Type 1 Base Warm Mix Sp.	\$ 99.50
403-138902 Type 3 Binder	\$ 96.50
404-138902 Type 3 Binder Warm Mix Sp.	\$ 99.50
403-178302 Type 6F3 Top	\$ 96.50
404-178302 Type 6F3 Warm Mix Sp.	\$ 99.50
403-198302 Type 7F3 Top	\$ 105.00
404-198302 Type 7F3 Warm Mix Sp.	\$ 108.00
403-158902 Type 5 Shim	\$ 109.00
714-06 Curb Mix	\$ 300.00
402-128102 12.5 MM SP Top	\$ 96.50
404-198901 19.5 MM Binder	\$ 96.50

Sincerely,

Peter Sciliano
Highway Superintendent

PS/mr
attachments:

INFORMATION FOR BIDDERS

- 1 The bidder in submitting his bid or proposal agrees to enter into said contract with the Town of Mount Pleasant, the Villages of Pleasantville and Briarcliff Manor and the Thornwood & Valhalla Fire Districts, if he is the successful bidder for the work in accordance with his bid or proposal which shall provide the items and/or work to be furnished as directed by the municipal representative.
2. The signed bid must be enclosed in a sealed envelope to be plainly marked:

BID FOR BITUMINOUS ROAD MATERIALS

- 3 The bidder must submit bid on the forms supplied, in the space or spaces provided for same. The bid or proposal must be signed by the bidder.
- 4 Bidder is not to take specifications, contract and bidding pages apart, but must return same complete.
- 5 The Town of Mount Pleasant, the Villages of Pleasantville and Briarcliff Manor and the Thornwood and Valhalla Fire Districts are exempt from all Federal & State & State tax.
- 6 Bidder is to familiarize himself with all provisions of the specifications and annexed contract and shall not at any time after submitting bid dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivery of the items called for in the proposal.
- 7 No bid will be accepted from or contract awarded to a bidder in default upon any obligation to the Town, Villages or Fire Districts.
8. Contractors shall furnish a Certificate of Insurance prior to commencing work evidencing:

Workers Compensation and Employers Liability Policy covering operations in N.Y.State.

Commercial General Liability Policy, with limits of no less than \$1,000,000 Bodily Injury and Property Damage per occurrence, \$2,000,000 aggregate, and including coverage for:

- a.) Products/ completed operations
- b.) Personal Injury & Advertising Injury
- c.) The Town, Villages and Fire Districts should be named as "Additional Insured" on the policies, and Certificates of Insurance should show this as to the liability coverage on the Certificate.

In lieu of naming the Town, Villages or Fire Districts as an additional Insured, it may be acceptable for the users to provide contractual liability coverage on the certificate evidencing coverage for a Hold Harmless Agreement in favor of the Town, Villages or Fire Districts. The Certificate shall specifically refer to the Agreement as being insured under contractual liability and be attached to the Certificate

Automobile Policy, with limits of no less than \$1,000,000 bodily injury and property damage (combined single limit) liability including coverage for owned, non-owned and hired private passenger and commercial vehicles, preferable on "Any Auto" basis.

Certificates shall provide that 30 days written notice, by registered mail with return receipt requested, prior to cancellation, be given to the Town. Policies that lapse and/or expire during the term of occupancy shall be recertificated and received by the Town no less than 30 days prior to renewal.

9. Bidder Qualifications:

Each bidder shall provide evidence that he is normally engaged in the type of work bid upon (Questionnaire Attached) and shall satisfy the Town, Villages and Fire Districts as to his financial qualifications. He shall make himself thoroughly familiar with the specifications before submitting his bid in order that no misunderstanding shall exist in regard to the work to be performed under this contract. No bids will be considered from bidders who are unable to show that they are normally engaged in the type of work on which they are bidding.

10. Withdrawal of Bid

A Bidder may withdraw his bid before the time fixed for the opening of bids by communicating his purpose to the Town Clerk, 1 Town Hall Plaza, Valhalla, N.Y. 10595 Upon receipt of such written notice, the unopened bids will be returned to the Bidder.

11. Assignment

The contractor shall not assign by power of attorney or otherwise the work or any part thereof without the previous written consent of the Town, Villages or Fire Districts and shall not either legally or equitably assign any of the money payable under this contract or his claim thereto unless by and with previous consent of the Town, Villages or Fire Districts.

12. Non-Collusive Bidding Certification

The Non-Collusive Bidding Certification attached hereto shall be completed and remain part of this document.

13. Special Conditions

The Town of Mount Pleasant, the Villages of Pleasantville and Briarcliff Manor, the Thornwood and Valhalla Fire Districts have entered into an agreement for the cooperative purchase through competitive bidding, for **Bituminous Road Materials**. Upon receipt and tabulation of the bids, each Municipality and Fire District separately and individually shall make its own awards and or rejections with respect to the items bid for.

2014-15 Revision to Annual Asphalt Bid (Material FOB) the Plant

The bid award for asphalt picked up at a supplier's facility shall not be based solely on the cost per ton. The Town of Mount Pleasant, the Villages of Pleasantville and Briarcliff Manor and the Thornwood and Valhalla Fire Districts, shall take into account distance (plant must be within 25 miles of the Municipality's yard or that of the Village or Fire Districts), costs associated with transportation and use of Town owned equipment (utilizing NYSDOT Equipment Rate), personnel costs including fringe benefits (hourly rate) and any tolls. Round trip travel times have been calculated from the Town of Mount Pleasant Highway Garage, 596 Columbus Avenue, Thornwood, New York to the respective supplier's material pickup location. An additional .5 hours has been added to the round trip time for waiting time at the pickup location. Each individual Municipality and Fire District shall calculate their own round trip travel times from their individual locations.

The low bidder shall be determined by adding up the personnel and transportation costs as well as any tolls and the cost of a typical pickup of 4 tons of material. Unforeseen conditions such as accidents, construction work, equipment breakdowns or delays in transportation have not been considered as such conditions may exist in travel to and from any particular material pickup location.

Bidders Alternate Facility

Bidders shall list an alternate facility(s) where materials may be picked up at the same cost per ton in the event that their facility is not in service. If no facility is available, the Town may utilize materials from the 2nd or 3rd lowest bidder.

The successful bidder(s) shall enter separate agreements with the individual Municipality or Fire District accepting their bid. No one Municipality or Fire District shall have responsibility for the awards, rejections or agreements of another Municipality or Fire District and each Municipality or Fire District shall be solely responsible for purchases made on its behalf.

It is the Contractor's responsibility for Laid in Place work, if paving a roadway, parking lot or sidewalk, to provide any handwork as well as provide covering over catch basins and other structures when delivering bituminous materials to a work site within the Town of Mt. Pleasant, the Villages of Pleasantville and Briarcliff Manor and the Fire Districts of Thornwood and Valhalla.

14. **Exceptions to Specification Terminology**

With respect to the material specifications, the following should be noted:

1. Material deliveries shall be considered to be anywhere within the Town of Mount Pleasant, the Villages of Pleasantville and Briarcliff Manor and the Thornwood and Valhalla Fire Districts.
2. Quantities to be delivered shall be as determined by the respective Municipality or Fire District.
3. The decision to ultimately deliver materials rests with the representative of each individual Municipality or Fire District.
4. For the Town of Mount Pleasant Superintendent of Highways, substitute responsible Municipal or Fire District representative when considering scheduling or purchasing with respect to individual Villages or Fire Districts.
5. Hours of work shall be as determined by the individual Municipality in the case of the Village of Pleasantville and Briarcliff Manor and the Thornwood & Valhalla Fire Districts.
6. Terms of the contracts for the individual municipalities shall be as follows.
 - a. Town of Mount Pleasant: April 1, 2017 to March 31, 2018
 - b. Village of Pleasantville: June 1, 2017 to May 31, 2018
 - c. Village of Briarcliff Manor : June 1, 2017 to May 31, 2018
 - d. Thornwood Fire District: April 1, 2017 to March 31, 2018
 - e) Valhalla Fire District : April 1, 2017 to March 31, 2018

GENERAL CONDITIONS

1. Type and Location of Work

a. The work shall comprise all labor, material and equipment necessary to complete the work.

b. It is the intent of the Town of Mount Pleasant, the Villages of Pleasantville and Briarcliff Manor and the Thornwood and Valhalla Fire Districts to enter into a contract with a properly equipped and qualified company for **BITUMINOUS ROAD MATERIALS** in the Town, Villages and Fire Districts on an as needed basis.

2. Payment

a. Prices bid shall be full compensation for all labor, materials, use of tools, and equipment, insurance, overhead, and other costs necessary as required and specified herein.

b. Payment will be made after submission of an invoice, verification by the Municipal and or Fire District Representative of work completed, and approval by the responsible individual (s).

3. Order and Direction of Work

a. The work to be done shall be under the general supervision of the local Municipal or Fire District representative. The contractor shall immediately comply with any and all orders and instructions given. The order of sequence of execution of the work and the general conduct shall be subject to the approval and direction of the local Municipal or Fire District representative. At his direction, he may from time to time direct the order in which, and points at which the work shall be performed, and may exercise such general control over the conduct of the work at any time or place that shall be required, in his opinion, to safeguard the interests of the Municipality or Fire District.

4. Equipment and Workmanship

All equipment and workmanship, unless otherwise specified, shall be the best of their respective kinds and in conformity and harmony with the general intent and requirements of the specifications in order to secure the best standard of work in a perfect and thoroughly workmanlike manner and shall be required to produce the results specified in this Contract, all to the satisfaction of the local Municipal or Fire District representative. If at any time before the commencement or during the progress of the work, the equipment used or to be used appears to the local Municipal or Fire District representative as insufficient or improper for securing the quality of work required, he may order the Contractor to improve their character and the Contractor shall conform to such order, but the failure of the local Municipal or Fire District representative to demand such improvement shall not release the Contractor from his obligation to secure the quality of the work specified. The Contractor shall use equipment as required to properly execute and complete the work specified.

5.. Conditions at Work Site

It is expected that bidders will make a personal inspection of the sites, and take measurements to verify quantities (where appropriate) and obtain the necessary information as to the locations, requirements etc., to enable them to make up their bids intelligently. No allowance will be made for any claim that bids were made on incomplete information as to the nature and character of the site or the work involved. An inspection of the site can be arranged (where appropriate) by contacting the Superintendent of Highways between 7:30 a.m. and 4:00 p.m. at (914) 769-1045.

6. Acceptance or Rejection of Work.

The local Municipal or Fire District representative reserves the right to examine the work and reject any part or all that does not, in his opinion meet the specifications.

7. Changes in the Work

Should occasion demand the Town or individual Village or Fire District deem it advisable, the Municipality or Fire District shall have the right to make any alterations in location of the work. The Municipality or Fire District also reserves the right to eliminate or add any item or items deemed advisable.

Should the Contractor desire to make any alterations in the Contract specifications for the purpose of adapting the work to some particular method, which he desires to use, the same shall be submitted to the municipality in writing, whose decision on the adaptability and relative value shall be final.

SPECIFICATIONS FOR BITUMINOUS MATERIALS

TOWN OF MOUNT PLEASANT HIGHWAY DEPARTMENT THE VILLAGES OF PLEASANTVILLE, BRIARCLIFF MANOR AND THE FIRE DISTRICTS OF THORNWOOD and VALHALLA

GENERAL:

All materials and work to be provided shall be in conformance with the latest revision of the New York State Department of Transportation Standard Specifications with exceptions and changes as specifically noted.

If a bidder does not own a blacktop facility, he must have a letter from the blacktop plant that he is using, stating that they will furnish all material for the duration of the bid, giving both the location of the Plant and the DOT facility number of the plant.

The Municipalities have the right to weigh any truck to insure accuracy.

ASPHALT ESCALATION CLAUSE:

All Bituminous Concrete, Liquid Bituminous products, and Laid in Place Bituminous Concrete, shall be subject to price adjustment as set forth by New York State Office of General Services. The N.Y.S.O.G.S. posts the new Asphalt index on the first of each month. That index is good for the entire month. You can reach the O.G.S. web site at (www.ogs.ny.gov/moved.asp)

For the purpose of this bid, each bidder shall use the posting as set forth by O.G.S. for the month in which we (the above mentioned Municipalities and Fire Districts) go to bid.

Each bidder is required to familiarize himself with the above referenced price adjustment formula and submit documentation with each invoice showing any change in the posted average base price of AC material as published by N.Y.S.O.G.S.

ASPHALT DELIVERED TO SITE:

It shall be the responsibility of the successful bidder to deliver to any location within the Town of Mount Pleasant, the Villages of Pleasantville & Briarcliff Manor and the Thornwood and Valhalla Fire Districts, Bituminous Materials in the quantities as requested. Quantities to be delivered to any job site or sites shall be determined by the respective Municipal or Fire District representative. The successful bidder shall be capable of furnishing the Laid in Place Bituminous Material to a pre-determined job site from a plant located within 25 miles of the Municipality's yard or that of the Villages or Fire Districts. The successful bidder shall be given prior notice of the date on which the work is scheduled to be performed, with the ultimate decision to deliver materials, reserved for the Municipal or Fire District representative, depending on suitable weather conditions. The successful bidder must be capable of delivering from 250 tons to 1000 tons per day.

ASPHALT LAID IN PLACE:

It shall be the successful bidder's responsibility to furnish and install Bituminous Materials in the quantities specified by the Municipal or Fire District representative. The work shall be performed utilizing a schedule of selected highways or sites to be provided by the local Municipal or Fire District representative. Work may be performed on one or more highways or sites on a given day, depending on the scope of the work.

The following equipment, material and manpower shall be provided by the successful bidder and be included in the price bid per ton of asphalt furnished and installed:

- a). Application of tack coat to each street immediately prior to the installation of the asphalt.
- b). The paver shall be self-propelled and must be able to pave a pass as small as 8 ft. wide.
- c). Three rollers, one (1) Vibratory 10 ton, one (1) static 6/8 ton and a one(1) ton.
- d). All equipment to be provided with experienced operator
- e). A sufficient number of screedmen, rakers and laborers to properly perform the work.
- f). Equipment and trailer moves to the site, between sites and at the completion of the scheduled work.

The local Municipality or Fire District shall provide for the raising of manholes, catch basins, sweeping, patching and the cutting of any keys. Personnel for maintenance and protection of traffic shall be the Municipalities or Fire Districts responsibility as determined by the Municipal or Fire District representative.

The successful bidder is expected to commence work on a mutually agreed date. Start of a job as scheduled is critical as the Municipalities and Fire Districts are required to cut all keys and raise structures. This exposes the Municipalities and Fire Districts to possible liabilities prior to paving. To limit liability of the Municipalities or Fire Districts, strict adherence to the following will be required. The Contractor shall commence paving operations within (2) weeks notification of the Municipality or Fire District. Once a start date is mutually agreed to, the contractor is obliged to start on that date (weather permitting) and work must progress with no delays. Failure to embrace the contract as outlined above and to the satisfaction of the Municipal or Fire District representative will result in liquidated damages of \$1000/ DAY INCL WEEKENDS. Damages will be assessed for each day the contractor does not commence paving operations as agreed or for any day that the Municipality or Fire District feels paving operations could have taken place and the Contractor did not pave. All extenuating circumstances including inclement weather will be looked at closely by the Municipality or Fire District prior to imposing liquidated damages.

The successful bidder shall be capable of providing minimum production of 500 tons per day.

Where possible, two consecutive days work shall be scheduled for each street, group of streets or site to be paved.

All laid in place work shall be performed between April 15th and October 15th on a schedule to be agreed upon by the successful bidder and the Municipal or Fire District representative.

The hours of operation of the Town of Mount Pleasant Highway Department are as follows:

- a) April 15th to October 15th – 7:00 A.M. to 3:30 P.M.
- b) Remainder of year – 7:30 A.M. to 4:00: PM.

METHOD OF OPERATION:

The local Municipal or Fire Department representative will make a determination of the actual method of materials installation to be utilized.

The local Municipality or Fire District, at its sole discretion, will utilize the method of installation, which is determined to be in its best interests. Any combination of F.O.B. delivered to site or Laid in Place may be utilized at the sole discretion of the Municipal or Fire District representative.

The unit price for each item shall include the cost of all labor, materials and equipment necessary to properly perform the work, including the necessary tack coat material. The contractor when instructed will pave all areas needed including driveway aprons, swales, gutters and any other areas adjoining the road or area being paved. Certified tonnage tickets shall be supplied to the Municipality or Fire District representative for each truck at the delivery site.

Bituminous materials purchased by the respective municipalities in tons for the last three years are as follows.

Municipality	2014	2015	2016
Mt. Pleasant	4000	5000	5000
Pleasantville	2500	2500	2500
Briarcliff Manor	4000	4000	4000

CONTRACTORS QUALIFICATION QUESTIONNAIRE
EXPERIENCE

BID FOR: BITUMINOUS ROAD MATERIALS

Year in which company first began providing Bituminous Road Materials _____

Three Municipalities/private companies, two of which include municipal work located within Westchester County, to which Bituminous Road Materials have been provided, including contact person and telephone number.

NAME _____

ADDRESS _____

CONTACT PERSON _____ PHONE # _____

NAME _____

ADDRESS _____

CONTACT PERSON _____ PHONE # _____

NAME _____

ADDRESS _____

CONTACT PERSON _____ PHONE # _____

**BID PROPOSAL FORM FOR 2016
BITUMINOUS ROAD MATERIALS**

MATERIAL	PER TON DELIVERED	PER TON FOB PLANT	PER TON LAID IN PLACE
403-118902 TYPE 1 BASE			
404-118902 TYPE 1 BASE WARM MIX			
403-138902 TYPE 3 BINDER			
404-138902 TYPE 3 BINDER WARM MIX			
403-178302 TYPE 6F3 TOP			
404-178902 TYPE 6F3 WARM MIX TOP			
403-198302 TYPE 7F3 TOP			
404-198302 TYPE 7F3 WARM MIX TOP			
402-068101 6.3 POLYMER MODIFIED TOP			
403-158902 TYPE 5 SHIM			
714-06 CURB MIX			
403-2001 WINTER MIX			
402-128102 12.5 MM S/P TOP			
402-198901 19.0 MM S/P BINDER			
GREEN PATCH COLD MIX ASPHALT			
ASPHALT ITEM 4 PER NY SPECS			

PLEASE LIST alternate facility where materials may be picked up at the same cost per ton in the event that your facility is not in service: _____
name of alternate facility

Bid form must be placed in an envelope and clearly marked "Bid for Bituminus Road Materials" and must arrive before 11:00 am on Friday, the 24th day of February, 2017 at the office of the Town Clerk Town of Mt. Pleasant, 1 Town Hall Plaza, Valhalla, N.Y. 10595

Name _____
Please Print

Signature _____ Bidder _____
Legal Name of Firm

Date _____ Address _____

Phone _____

NON - COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

A) By submission of this bid, each bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to 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.

B) A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2), and (3), above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

DATED _____

Legal name of Person, Firm or Corp.

(Seal of Corporation)

Business Address of Person, Firm, or Corp.

Business Phone Number of Person, Firm or Corp.

By: _____
Signature **Title**

LEGAL NOTICE

NOTICE TO BIDDERS

Notice is hereby given that the Superintendent of Highways of the Town of Mount Pleasant, the Villages of Pleasantville, Briarcliff Manor and the Thornwood and Valhalla Fire Districts will be receiving bids up to 11:00 am on Friday, the 24th day of February, 2017, at the Office of the Town Clerk, 1 Town Hall Plaza, Valhalla, New York 10595, at which time and place bids for providing the following material will be publically opened and read:

BITUMINOUS MATERIALS

Bid forms may be obtained from the Mount Pleasant Town Clerk's Office. Bids must be placed in an envelope and clearly marked:

BITUMINOUS MATERIALS

Sealed Bids should be mailed and or delivered to the Office of the Town Clerk, Town of Mount Pleasant, 1 Town Hall Plaza, Valhalla, New York 10595

Bid will be effective April 1, 2017 thru March 31, 2018.

The individual Municipalities or Fire Districts reserve the right to reject any or all bids and to accept any bid or bids, which they deem most favorable to the interest of their respective Municipality or Fire District.

Non Collusive Bidding Certificate Required.

**Peter Sciliano
Superintendent of Highways
Town of Mount Pleasant**

**DATED: January 26, 2017
Valhalla, New York**

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
NOVEMBER 8, 2017

4. FIRE DEPARTMENT MEMBERSHIPS

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Kamil I. Ramkaran** to the Scarborough Engine Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 membership of **Thomas J. Gustin** to the Scarborough Engine Company

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



PETER J. FULFREE, 1st Asst. Chief
VINCENT J. CARUSO, 2nd Asst. Chief

Emergency 911
Chief's Office (914) 941-0879
Fax (914) 944-2758

E-mail: fdchief@briarcliffmanor.org

DATE: October 25, 2017
TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustees
FROM: Asst. Chief Peter J. Fulfree- Briarcliff Manor Fire Department
SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustees;

Kamil I. Ramkaran , date of birth 04/07/1999 and residing at 43 South Highland Ave #15, Ossining, New York , has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Scarborough Engine Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank you for your assistance.


Peter J. Fulfree
Assistant Chief

11/1/17
Dated


Secretary - Scarborough Engine Company

11/1/17
Dated


Village Clerk - Christine Dennett

11-2-17
Dated

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



PETER J. FULFREE, 1st Asst. Chief
VINCENT J. CARUSO, 2nd Asst. Chief

Emergency 911
Chief's Office (914) 941-0879
Fax (914) 944-2758
E-mail: fdchief@briarcliffmanor.org

DATE: November 1, 2017

TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustees's

FROM: Asst. Chief Peter J. Fulfree- Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustees;

Thomas J. Gustin, born 9/19/2001 and residing at 9 Mohawk Road, Ossining, New York, has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Scarborough Engine Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.


FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

FURTHERMORE, the Chief of Department has met with the Parent(s) of the applicant, who has signed and certified the Consent and Release Form for the Applicant. The Chief of Department Requests that the Village of Briarcliff Board of Trustees approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.


Thank you for your assistance.



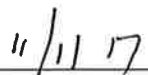
Peter J. Fulfree
Assistant Chief



Dated




Secretary – Scarborough Engine Company



Dated



Village Clerk - Christine Dennett



Dated



BRIARCLIFF MANOR FIRE DEPARTMENT

1111 Pleasantville Rd, Briarcliff Manor, NY 10510

UNDER 18 NEW APPLICANT

PARENTAL CONSENT AND RELEASE FORM

FOR OFFICE USE

MEMBER ID # 5001

We, the parents or legal guardians of Thomas James Gustin (hereinafter known as the "applicant") are aware that the applicant wishes to join the Briarcliff Manor Fire Department (hereinafter known as the "Department"). We understand that this signed consent by the parents or legal guardians and the applicant is required as a prerequisite of the applicant's acceptance into membership in the Department because the applicant has not yet attained 18 years of age.

We understand that membership in the Department is an inherently hazardous undertaking.

We understand that the applicant will be required to attend such training courses as are required by the Chief of the Department, and will become familiar with, and adhere to, the bylaws of the department.

We understand that the applicant will be subject to the orders of the Departmental Chiefs and Officers of the company to which the applicant is assigned, both in the firehouse and at all alarms.

We have been provided with and have read and fully understand the Rules and Regulations governing activities permitted for members of the Department that are under 18 years of age.

By signing a copy of this consent and release form, we hereby acknowledge that, pursuant to section 19 of the volunteer firefighters benefit law, the benefits provided by the volunteer firefighters benefit law shall be the exclusive remedy of the applicant, or his or her spouse, parents, dependents, next of kin, executor or administrator, or anyone otherwise entitled to recover damages, at common law or otherwise, for or on account of an injury to the applicant in the line of duty or death resulting from an injury to the applicant in the line of duty, as against the Village of Briarcliff Manor, its employees or agents, and any person or agency acting under governmental or statutory authority in furtherance of the duties or activities in relation to which any such injury resulted.

This consent and release form must be signed by the applicant and parents or guardians of the applicant and all signatures must be notarized.

SIGNATURES MUST BE WITNESSED BY A NOTARY PUBLIC

Parent/Guardian 1 - PRINT NAME

LORI DAMATTO

Parent/Guardian 1 - SIGN NAME

[Signature]

8/28/2017

Parent/Guardian 2 - PRINT NAME

Thomas B. Gustin

Parent/Guardian 2 - SIGN NAME

[Signature]

8/28/2017

Applicant - PRINT NAME

Thomas James Gustin

Applicant - SIGN NAME

Thomas Gustin

8/28/2017

APPLICANT NAME: _____

MEMBER ID# _____

PARENT/GUARDIAN 1

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 28 day of AUGUST in the year 2017, before me the undersigned, personally appeared

LOE DAMATO, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

George Switnicki
Notary Public-State of New York
No. 01SW4627984
Qualified in Westchester County
Commission Expires: December 10, 2018

George Switnicki
Notary Public

PARENT/GUARDIAN 2

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 28 day of AUGUST in the year 2017, before me the undersigned, personally appeared

THOMAS B. JUSTIN, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

George Switnicki
Notary Public-State of New York
No. 01SW4627984
Qualified in Westchester County
Commission Expires: December 10, 2018

George Switnicki
Notary Public

APPLICANT

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 28 day of AUGUST in the year 2017, before me the undersigned, personally appeared

THOMAS JAMES GUSTIN, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

George Switnicki
Notary Public-State of New York
No. 01SW4627984
Qualified in Westchester County
Commission Expires: December 10, 2018

George Switnicki
Notary Public