

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

STEPHEN J. BARANOWSKI
Town Councilman
FRANK D. LOMBARDI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.ci.carmel.ny.us

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD WORK SESSION
Wednesday, October 11, 2023 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

6:45 pm Executive Session:

1. Personnel - Board Vacancy Interview

Town Board Work Session:

- **Review Town Board Minutes September 20, 2023**
1. Mary Ann Maxwell, Town Comptroller – Consider Request to Accept Year End 2022 LOSAP (Length of Service Award Program) Annual Reports (Carmel Fire Protection Districts #s 1 and 2 and Carmel Volunteer Ambulance Corp.)
 2. Police Chief Anthony Hoffmann – Consider Request to Authorize Purchase and Installation of Emergency Equipment for 2023 Dodge Durango Pursuit Vehicles from RFC Emergency Lighting (Contract 2324-RFP-1, Village of Briarcliff Manor)
 3. Police Chief Anthony Hoffman – Consider Request to Authorize Purchase and Installation of Emergency Equipment for 2022 Chevrolet Tahoe Police Pursuit Vehicle (PPV) from RFC Emergency Lighting (Contract 2324-RFP-1, Village of Briarcliff Manor)
 4. Richard Franzetti, PE, Town Engineer – Consider Request to Acknowledge Emergency Repairs and Services CWD#6, CWD#4, CSD#4
 5. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Change Order #1 to Contract C269 CWD#9 Building (\$2,097.80)
 6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Change Order #5 to Contract C268 Water Tank Rehabilitation CWD #s 2,3,8 and 14 (no cost to Town)
 7. Richard Franzetti, PE, Town Engineer – Consider Request to Award Bid for Rehabilitation of Lake Mahopac Dam in accordance with the NYSDEC
 8. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Purchase of Filter Bag Replacements CWD#2
 9. Richard Franzetti, PE, Town Engineer – Consider Request to Purchase Submersible Mixer Pumps for CSD#2
 10. Consider Additions to the Active List of the Mahopac Volunteer Fire Department

- **Town Board Comments**

- **Motion to Adjourn Meeting**

ANNUAL REPORT

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 1
SERVICE AWARD PROGRAM**

**ACTUARIAL VALUATION
AS OF JANUARY 1, 2023**

PENFLEX 
SERVICE AWARDS FOR FIRE & EMS

50 CENTURY HILL DRIVE, SUITE 3
LATHAM, NY 12110
PHONE (800) 742-1409
FAX (518) 783- 6915
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CARMEL FIRE PROTECTION DISTRICT NO. 1 SERVICE AWARD PROGRAM

JANUARY 1, 2023 ANNUAL REPORT COMMENTARY

It is a pleasure to present the January 1, 2023 Annual Report of the Carmel Fire Protection District No. 1 Service Award Program. The following commentary provides a summary of key results from the Annual Report. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

Calculated Program Contribution and Plan Funding

The program contribution to be made to the Trust Fund in 2024 is \$127,410. This amount includes reimbursement of fees paid from the Trust Fund during 2022. It also includes a component for funding the \$10,000 minimum death benefit for pre-entitlement age participants. Please see Exhibit I of the Annual Report for a complete breakdown of how the contribution requirement is calculated.

Last year's Annual Report determined \$131,614 to be the program contribution to be made to the Trust Fund in 2023. Please make this contribution as soon as possible if you have not already done so.

2023
\$
370,000

The contribution due in 2024 is a decrease of about \$4,000 compared to the contribution due in 2023 primarily due the continued practice of contributing more than required into the plan trust. This surplus contribution more than offsets the impact from poor asset returns during 2022. However, the contributions for 2025 and 2026 likely will increase considerably as this year's investment loss is phased into the asset smoothing method unless offset by significant investment gains in the next two years. Please refer to Exhibit VIII in the Annual Report for an estimate of future contributions as the Town District prepares upcoming budgets.

The Trust Fund's investment return for 2022 was -14.9%, resulting in an investment loss when compared to the rate of return assumption used to value the plan liabilities. The smoothed assets (Actuarial Value or AVA) returned +2.5% for the most recent year. The smoothing method defers some of the investment loss over the next two years which reduces volatility in current and future contribution requirements.

The funded ratio is 96% as of January 1, 2023, compared to 112% as of January 1, 2022. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The decrease in the funded ratio is due to 2022's investment return, which was lower than the assumed rate of return. The funded ratio will naturally fluctuate from year-to-year as the Trust Fund assets move up or down, however, an overall upward trend in this measure is ideal. Provided calculated program contributions continue to be made annually, we do expect the funded ratio to toward 100%.

Participant Activity during 2022

Participants Bruce Koopman and Patrick Perry passed away. Since they had already received 120 guaranteed monthly payments prior to death, there were no death benefits payable.

Participants Jack Baker was on military leave in 2022. Following his military leave, should he return as active firefighters and earn service credit, he will be credited with a year of service credit for 2022.

Participants Angelique Kavalieratos and Chris Kavalieratos were under the required minimum age during 2022; the service credits they earned during 2022 were invalid.

**Carmel Fire Protection District No. 1 Service Award Program
1/1/2023 FACT SHEET**

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) ÷ (B)</u>
1/1/2019	\$2,330,515	\$3,019,005	\$688,489	77%
1/1/2020	\$2,873,672	\$3,087,768	\$214,096	93%
1/1/2021*	\$3,277,874	\$3,286,422	\$8,548	100%
1/1/2022	\$3,802,713	\$3,380,652	\$0	112%
1/1/2023	\$3,327,525	\$3,471,031	\$143,506	96%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2019	\$167,908	\$280,000	\$112,092	9/22/2020
1/1/2020	\$152,063	\$280,000	\$127,937	10/5/2021
1/1/2021*	\$162,182	\$290,000	\$127,818	10/4/2022 +
1/1/2022	\$131,614	* To be determined	To be determined	* Due in 2023 270,000
1/1/2023	\$127,410	* To be determined	To be determined	* Due in 2024 260,000

Investment Rate of Return

2018: -6.6%	2019: 19.0%	2020: 11.8%	2021: 13.3%	2022: -14.9%
5-year Average Rate of Return: 3.7%				

Program Participant Breakdown

	<u>As of 1/1/2022</u>	<u>As of 1/1/2023</u>
Entitled participants (post-EA)	48	46
Active participants (pre-EA)	69	72
Inactive participants (pre-EA)	7	7
Terminated vested participants (pre-EA)	25	25
Total	149	150
Pre-EA participants earning service credit	46	44
Post-EA participants earning service credit	21	18
Total	67	62
Non-vested terminations	1	0

* The assumed rate of investment return was lowered from 5.50% to 5.25%.

ANNUAL REPORT

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 2
SERVICE AWARD PROGRAM**

**ACTUARIAL VALUATION
AS OF JANUARY 1, 2023**

PENFLEX 
SERVICE AWARDS FOR FIRE & EMS

50 CENTURY HILL DRIVE, SUITE 3
LATHAM, NY 12110
PHONE (800) 742-1409
FAX (518) 783- 6915
INFO@PENFLEXINC.COM
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CARMEL FIRE PROTECTION DISTRICT NO. 2 SERVICE AWARD PROGRAM

JANUARY 1, 2023 ANNUAL REPORT COMMENTARY

It is a pleasure to present the January 1, 2023 Annual Report of the Carmel Fire Protection District No. 2 Service Award Program. The following commentary provides a summary of key results from the Annual Report. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

Calculated Program Contribution and Plan Funding

The program contribution to be made to the Trust Fund in 2024 is \$76,276. This amount includes reimbursement of fees paid from the Trust Fund during 2022. It also includes a component for funding the \$10,000 minimum death benefit for pre-entitlement age participants. Please see Exhibit I of the Annual Report for a complete breakdown of how the contribution requirement is calculated.

Last year's Annual Report determined \$94,426 to be the program contribution to be made to the Trust Fund in 2023. Please make this contribution as soon as possible, if you have not already done so.

2023
\$265,000

The contribution due in 2024 is a decrease of about \$18,000 compared to the contribution due in 2023 primarily due the continued practice of contributing more than required into the plan trust. This surplus contribution more than offsets the impact from poor asset returns during 2022. However, the contributions for 2025 and 2026 likely will increase considerably as this year's investment loss is phased into the asset smoothing method unless offset by significant investment gains in the next two years. Please refer to Exhibit VIII in the Annual Report for an estimate of future contributions as the Town prepares upcoming budgets.

The Trust Fund's investment return for 2022 was -14.9%, resulting in an investment loss when compared to the rate of return assumption used to value the plan liabilities. The smoothed assets (Actuarial Value or AVA) returned +2.5% for the most recent year. The smoothing method defers some of the investment loss over the next two years which reduces volatility in current and future contribution requirements.

The funded ratio is 103% as of January 1, 2023, compared to 120% as of January 1, 2022. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The decrease in the funded ratio is due to 2022's investment return, which was lower than the assumed rate of return. The funded ratio will naturally fluctuate from year-to-year as the Trust Fund assets move up or down, however, an overall upward trend in this measure is ideal. Provided calculated program contributions continue to be made annually, we do expect the funded ratio to stay above 100%.

Participant Activity during 2022

The following participants reached the entitlement age in 2022 and began to receive their monthly Service Awards.

- Daniel Donnelly
- Charles Lewis
- Andrew Petersen

Participants Thomas Tornatore, Ted Wozniak, and Francis Gunn also reached the entitlement age but have not completed a payment commencement form. Please have them complete a form and mail them to Penflex.

**Carmel Fire Protection District No. 2 Service Award Program
1/1/2023 FACT SHEET**

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) ÷ (B)</u>
1/1/2019	\$2,939,988	\$3,570,923	\$630,935	82%
1/1/2020	\$3,584,671	\$3,661,273	\$76,602	98%
1/1/2021*	\$4,086,739	\$3,936,774	\$0	104%
1/1/2022	\$4,705,718	\$3,934,814	\$0	120%
1/1/2023	\$4,100,803	\$3,973,324	\$0	103%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2019	\$180,651	\$295,000	\$114,349	9/22/2020
1/1/2020	\$166,606	\$295,000	\$128,394	10/5/2021
1/1/2021*	\$161,036	\$305,000	\$143,964	10/4/2022
1/1/2022	\$94,426	* To be determined	To be determined *	Due in 2023 <i>265,000</i>
1/1/2023	\$76,276	To be determined	To be determined	Due in 2024 <i>240,000</i>

Investment Rate of Return

2018: -6.6%	2019: 19.0%	2020: 11.8%	2021: 13.3%	2022: -14.9%
5-year Average Rate of Return: 3.7%				

Program Participant Breakdown

	<u>As of 1/1/2022</u>	<u>As of 1/1/2023</u>
Entitled participants (post-EA)	46	48
Active participants (pre-EA)	71	67
Inactive participants (pre-EA)	13	13
Terminated vested participants (pre-EA)	42	43
Total	172	171
Pre-EA participants earning service credit	40	36
Post-EA participants earning service credit	13	12
Total	53	48
Non-vested terminations	7	3

* The assumed rate of investment return was lowered from 5.50% to 5.25%.

ANNUAL REPORT

CARMEL AMBULANCE DISTRICT NO. 1 SERVICE AWARD PROGRAM

ACTUARIAL VALUATION
AS OF DECEMBER 31, 2022



50 CENTURY HILL DRIVE, SUITE 3
LATHAM, NY 12110
PHONE (800) 742-1409
FAX (518) 783- 6915
INFO@PENFLEXINC.COM
WWW.PENFLEXINC.COM

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**TOWN OF CARMEL – CARMEL AMBULANCE DISTRICT NO. 1
SERVICE AWARD PROGRAM**

DECEMBER 31, 2022 ANNUAL REPORT COMMENTARY

It is a pleasure to present the December 31, 2022 Annual Report of the Carmel Ambulance District No. 1 Service Award Program. The following commentary provides a summary of key results from the Annual Report. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

2023 Calculated Program Contribution and Plan Funding

The program contribution to be made to the Trust Fund in 2023 has been calculated to be \$17,582. This amount includes reimbursement of fees paid from the Trust Fund during 2022. Please see Exhibit I of the Annual Report for a complete breakdown of how the contribution requirement is calculated.

The contribution due in 2023 an increase of about \$5,000 compared to the contribution due in 2022 due to investment loss on Trust Fund assets during 2022. Favorable investment performance during 2020 and 2021 has helped to mitigate some of the contribution increase; however, the contributions for 2024 and 2025 likely will increase considerably as this year's investment loss is phased into the asset smoothing method unless offset by significant investment gains in the next two years. Please refer to Exhibit VIII in the Annual Report for an estimate of future contributions as the Town prepares upcoming budgets.

The Trust Fund's investment return for 2022 was -13.0%, resulting in an investment loss when compared to the rate of return assumption used to value the plan liabilities. The smoothed assets (Actuarial Value or AVA) returned 4.7% for the most recent year. The smoothing method defers some of the investment loss over the next two years which reduces volatility in current and future contribution requirements.

The funded ratio is 110% as of December 31, 2022, compared to 135% as of December 31, 2021. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The decrease in the funded ratio is due to 2022's investment return, which was lower than the assumed rate of return. The funded ratio will naturally fluctuate from year-to-year as the Trust Fund assets move up or down, however, an overall upward trend in this measure is ideal. The program remains well-funded.

Participant Activity during 2022

Vested participants Raymond Gort (August 1, 2022) and Michael O'Reilly (April 1, 2022) reached the entitlement age and commenced payment of their monthly service award effective from the dates indicated. Each of them elected to be paid in the form of a lifetime-only monthly benefit.

Carmel Ambulance District No. 1 Service Award Program

12/31/2022 FACT SHEET

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) ÷ (B)</u>
12/31/2016*	\$676,952	\$645,262	\$0	105%
12/31/2017**	\$784,191	\$690,958	\$0	113%
12/31/2018	\$736,747	\$719,389	\$0	102%
12/31/2019	\$880,823	\$734,116	\$0	120%
12/31/2020***	\$987,707	\$786,827	\$0	126%
12/31/2021	\$1,072,060	\$793,770	\$0	135%
12/31/2022	\$895,543	\$812,403	\$0	110%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
12/31/2016*	\$34,332	\$34,332	\$0	7/26/2017
12/31/2017**	\$22,156	\$22,156	\$0	8/8/2018
12/31/2018	\$27,859	\$27,859	\$0	9/10/2019
12/31/2019	\$21,196	\$21,196	\$0	9/25/2020
12/31/2020***	\$20,978	\$20,978	\$0	9/14/2021
12/31/2021	\$12,337	\$12,337	\$0	9/16/2022
12/31/2022	\$17,582	To be determined	To be determined	Due in 2023

Investment Rate of Return

2018: -4.2% 2019: 20.9% 2020: 14.9% 2021: 12.9% 2022: -13.0%

5-year Average Rate of Return: 5.5%

Program Participant Breakdown

	<u>As of 12/31/2021</u>	<u>As of 12/31/2022</u>
Entitled participants (post-EA)	15	17
Active participants (pre-EA)	16	17
Inactive participants (pre-EA)	4	3
Terminated vested participants (pre-EA)	22	21
Total	57	58
Pre-EA participants earning service credit	12	12
Post-EA participants earning service credit	2	2
Total	14	14
Non-vested Terminations	2	0

* The mortality table was updated to the RP2014 Male table, without projection
 ** The assumed rate of investment return was lowered from 6.00% to 5.75%
 *** The assumed rate of investment return was lowered from 5.75% to 5.50%



**TOWN OF CARMEL
POLICE DEPARTMENT**

60 MCALPIN AVENUE • MAHOPAC, NEW YORK 10541
MAIN (845) 628-1300 • FAX (845) 628-2597
POLICE@CI.CARMEL.NY.US



MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: CPD Dodge Durango Vehicle Upfit
DATE: October 11, 2023

We have recently purchased two 2023 Dodge Durango Pursuit vehicles for the CPD Patrol Fleet and Administrative/Detective use. The vehicles are in the process of being delivered from the dealer in New Jersey. In order to place these vehicles into service as expeditiously as possible, we would like to utilize the services of RFC Emergency Lighting of Briarcliff Manor for emergency equipment purchase and installation. RFC has been our emergency equipment upfitter for our past 5 vehicles and we are very pleased with their work.

Recently, RFC was awarded a contract for emergency equipment purchase and installation by the Village of Briarcliff Manor (2324-RFP-1). We are eligible to “piggyback” off of this contract as per the Town of Carmel Procurement Policy. Backup documents for the quote with equipment specifications and the contract are attached.

Therefore, I respectfully request a Town Board resolution in an amount not to exceed \$29,600. to RFC Emergency Lighting of Briarcliff Manor, NY for the purchase and installation of emergency equipment on CPD’s two 2023 Dodge Durango vehicles. I will work with Town Comptroller Maxwell to facilitate funding for this project in CPD’s 2023 vehicle budget.

Submitted for your review and approval.

Chief Anthony Hoffmann

VILLAGE OF BRIARCLIFF MANOR
1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, N.Y. 10510



WWW.BRIARCLIFFMANOR.GOV
TELEPHONE: (914) 941-4800
FAX: (914) 941-4837

MEMORANDUM

TO: Board of Trustees
FROM: Josh Ringel, Village Manager
CC: Fire Chiefs
DATE: August 11, 2023
RE: Award of Emergency Lighting Furnish & Install Bid

Recommendation: Award of Bid to RFC Emergency Lighting, who provides the greatest percentage off on parts as a whole.

With each new vehicle the Village purchases for Fire and Police, we have gone out for 'one off' bids/quotes for upfitting. While this has been successful, with each new vehicle, staff or volunteers must redo the same process, incurring costs associated with running and awarding each bid and putting people power that otherwise could have been focused on other tasks. Additionally after Department Heads discussed the matter with the Village Treasurer and myself, it was determined that the total cost of these upfitting's likely puts us into bid requirement territory to remain in compliance with General Municipal Law. The Fire Department will be upfitting two vehicles this year and the Police Department will likely be upfitting at least one vehicle this year, the need to streamline the upfitting process was apparent.

By awarding a 5 year contract for upfitting, it allows for the elimination of the cost associated with bidding every vehicle out each time it needs upfitting or repair to emergency lighting or warning systems, reducing the turn around time to get a new vehicle on the road and reducing the expense to the Village longer term. This contract is available to any Village department that may need the use of such upfitting services, and is not limited to use by PD or FD. DPW *may* use this contract, although DPW tends to upfit their own vehicles most of the time. The contract locks in labor rates (with provision for reasonable inflationary increase) and sets a **minimum** percentage off MSRP for major parts and components (the higher percentage, the greater the discount). To mitigate the risk to the Village should the awarded contractors workmanship be subpar, provisions have been added to allow for the termination of the contract on its anniversary, with notice.

The bid packet was disseminated via BidNet and 3 vendors submitted completed packages for evaluation. All bidders met the baseline obligations set forth in the packet. After reviewing all the submissions, it is our recommendation that the contract is awarded exclusively to RFC Emergency Lighting. Their submission provides the best value to the Village. While their labor rate was the same as another submitter, the overall **minimum** discount on hardware (the vast majority of the cost of

upfitting) is higher reflecting a reduced cost to the Village. The Village has used RFC Emergency Lighting in the past and their reputation for attention to detail and craftsmanship is unparalleled in our experience.

It should be noted that the bid did allow for vendors to "no bid" manufacturers. In the case of RFC, they chose to "no bid" one manufacturer, Federal Signal. While they chose not to bid this manufacturer, this does not pose a significant issue to the Village as no department is currently using this manufacturer. Since RFC is providing the best discount on Whelen products, the emergency equipment manufacturer currently used by both PD and FD, as well as Soundoff Signal products they are able to satisfy the current needs of the Village as well as provide options for the future should product line needs change. It should be noted that no bidder submitted pricing for all manufacturers.

Please find included with this memo the bid tabulation sheet. The RFP packet was sent separately to board earlier this week under separate cover for reference.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
AUGUST 15, 2023

6a. AWARD OF BID – EMERGENCY LIGHTING – FURNISH, INSTALL AND REPAIR

WHEREAS the Village received 3 quotes for the Emergency Lighting – Furnish, Install and Repair Project (2324-RFP-1); and

NOW, THEREFORE, BE IT RESOLVED that the Emergency Lighting – Furnish, Install and Repair Project (2324-RFP-1) is hereby awarded to RFC Emergency Lighting LLC as follows:

EQUIPMENT BID				
Line No	Description: Percent Discount from Manufactures Current Published List and/or Current Year Catalog Price for:	% Discount		RFC EMERGENCY LIGHTING
1	Whelen Products and Parts			44.00%
2	Havis Products and Parts			32.00%
3	Setina Products and Parts			18.00%
4	ProGard Products and Parts			28.00%
5	1st in Emergency Products Products and Parts			12.50%
6	Federal Signal Corp. Products and Parts			N/A
7	RamMount Products and Parts			10.00%
8	Streamlight Products and Parts			35.50%
9	CargoRaxx Products and Parts			12.50%
10	Kussmaul Products and Parts			16.00%
11	Soundoff Signal Products and Parts			54.10%
12	Troy Products Products and Parts			38.10%
13	WeatherTech Products and Parts			20.10%

INSTALLATION AND REPAIR				
Line No	Description	Unit	Unit Price	RFC EMERGENCY LIGHTING
1	Labor for all repair Services (M-F 8A-5p)	Hours		\$ 85.00
2	Labor for repair services outside line 1 hours	Hours		\$ 85.00
3	Labor for Installation services	Hours		\$ 85.00
4	Labor for all other services	Hours		\$ 85.00

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with RFC Emergency Lighting, LLC for said project.

**RFC Emergency Lighting & Services
LLC**

PO BOX 209
Briarcliff Manor, NY 10510
(914) 830-9759
rfcemergencylighting@gmail.com
www.rfcemergencylighting.com



Estimate

ADDRESS

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

SHIP TO

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

ESTIMATE # 1529

DATE 09/20/2023

Marked Patrol

NYS BID VENDER ID

1100271222

NYS CONTRACT

2324-RFP-1

QTY	ACTIVITY	RATE	AMOUNT
1	NOTE 2023 dodge Durango Patrol	0.00	0.00
1	C399 Amplifier Control Module, Flashing Outputs, Includes 3 CAN ports, and Controls up to 99	1,342.00	1,342.00
1	CCTL6 Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch Rotary Knob.	449.00	449.00
1	CEM16 16 Output, 4 Input WeCanX® Expansion Module	277.00	277.00
1	CV2V Vehicle To Vehicle Module, Includes Internal Antenna	352.00	352.00
1	SAK54 Dodge Durango, 2015-2022, Center Mount, for One or Two Speakers (Replaces SAK54)	49.00	49.00
1	SA315P Speaker, Nylon Composite	391.00	391.00
1	C399K3 OBDII CANPort™ Installation Kit for C399 for 2018-2020 Ram Classic 1500, 2019-2020 Ram 1500, 2021 Ram 2500, and 2018-2020 Dodge Charger and Durango (Not for use with Core-R™)	60.00	60.00
1	CHWLUNI Siren Amplifier with One Speaker, Includes Universal Mounting Bracket	719.00	719.00
1	Legacy DUO 48" WC DRAWINGS ATTACHED	6,256.00	6,256.00
4	I2# I2D RW PUSH BUMPER FRONT Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	780.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
2	I2SM# I2SMD RW SIDE OF PUSH BUMPER Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	390.00
2	LINSV2* LINSV2B BLUE UNDER MIRROR V-Series™, Combination 180° Warning and Puddle Light	293.00	586.00
1	LSVBKT44 Dodge Durango, 2013-2021, Under-the-Side View Mirror	33.00	33.00
2	I2# I2J RB QUARTER GLASS WINDOW Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	390.00
2	I2# I2J RB UPPER REAR GLASS Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	390.00
2	I2# 1 I2D RW & 1 I2E BW REAR LICNESE PLATE Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	390.00
1	IONBKT1 Optional Universal License Plate Bracket for 2 ION™ Lightheads, Horizontal Mount.	42.00	42.00
2	TLI# TLIJ RB HATCH OPEN WARNING Split Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	163.00	326.00
2	3SRCCDCR HATCH OPEN ILLUMINATION Compartment Light, Combination Red/White, with Independent Control of Red and White Light	98.00	196.00
1	Shipping TBD	0.00	0.00
1	NOTE CONTRACT PRICING: WHELEN 44%	-5,903.92	-5,903.92
			Subtotal: 7,514.08
1	P1000DUR18AOSB Dodge Durango PPV/SSV 2018 - 2022; Pro-Cell Prisoner Transport Systems Includes: 1/2 Partition; Single Compartment Transport Seat; Floor Pan, Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier & Outboard Seat Belts, (does not include ABS Door Panels)	3,549.00	3,549.00
1	PB67D21HD DODGE DURANGO PPV/SSV 2018 - 2023 HD PUSH BUMPER	549.00	549.00
1	3PB1318-4	172.00	172.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
	4 LIGHT HEAD MOUNT INSERT		
1	GPC6718D-H Vertical Pro-cell Mount Dual Weapon Tri-Lock Gunrack w/Handcuff Key	686.00	686.00
1	Freight Shipping TBD	0.00	0.00
1	NOTE CONTRACT PRICING: PROGARD 28%	-1,387.68	-1,387.68
			Subtotal: 3,568.32
1	C-VS-1900-DUR-PM Vehicle-Specific 19" Console with PocketJet 6 & 7 Internal Printer Mount for 2021-2023 Dodge Durango Pursuit	779.00	779.00
1	C-LP2-USB-BL2 C-LP2-USB-BL2	156.00	156.00
1	Havis C-AP-0325 3" Accessory Pocket, 2.5" Deep	51.00	51.00
1	Havis CUP2-1004 Self-Adjusting Double Cup Holder (Fixed Mount)	65.00	65.00
1	C-ARM-102 Side Mount Armrest	94.00	94.00
1	Havis C-EB40-CCS-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	0.00	0.00
1	Havis C-EB30-XTL-1P-A 1-Piece Angled Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX- 7500,	0.00	0.00
2	C-MCB Mic Clip Bracket	19.00	38.00
1	Freight Shipping TBD	0.00	0.00
1	NOTE CONTRACT PRICING: HAVIS 32%	-378.56	-378.56
			Subtotal: 804.44
2	Magnetic Mic Microphone Clip. Magnetic Mic Clip	35.00	70.00
1	Labor Cars & Suv Hour CONTRACT PRICING: 85 AN HOUR	4,250.00	4,250.00
1	Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	325.00	325.00
1	Vehicle Lettering TO MATCH NEW DESIGN	1,650.00	1,650.00
1	Window Tints TWO FRONT WINDOWS + TINT STRIP	225.00	225.00

All products come with manufactures warranty. All **SUBTOTAL** 18,406.84

Thank You For Your Business!

wiring and install comes with Limited Lifetime Warranty. This warranty shall be voided if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installation by RFC Emergency Lighting, will void this warranty. Prices are subjected to change during installation due to customer adding or changing install specifications.

TAX
TOTAL

0.00
\$18,406.84

Deposit or PO is required for all parts at acceptance of estimate.

2.9% CC Fee will be added to any invoice paid by CC.

Invoice payment is due within 30 days of receiving final bill. Please be advised that we will charge 1.5% interest per month on late invoices.

Accepted By

Accepted Date

Thank You For Your Business!

**RFC Emergency Lighting & Services
LLC**

PO BOX 209
Briarcliff Manor, NY 10510
(914) 830-9759
rfcemergencylighting@gmail.com
www.rfcemergencylighting.com



Estimate

ADDRESS

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

SHIP TO

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

ESTIMATE # 1523

DATE 09/20/2023

UNMARKED
ADMIN/DETECTIVE

NYS BID VENDER ID

1100271222

NYS CONTRACT

2324-RFP-1

QTY	ACTIVITY	RATE	AMOUNT
1	NOTE 2023 Dodge Durango Admin	0.00	0.00
1	C399 Amplifier Control Module, Flashing Outputs, Includes 3 CAN ports, and Controls up to 99	1,342.00	1,342.00
1	CCTL5 Includes Hand Held Combination Microphone and Controller, 5-Position Progressive Light/Siren Control	449.00	449.00
1	CEM16 16 Output, 4 Input WeCanX® Expansion Module	277.00	277.00
1	CEM8 8 Output, 4 Input WeCanX® Expansion Module	215.00	215.00
1	CV2V Vehicle To Vehicle Module, Includes Internal Antenna	352.00	352.00
1	SA315P Speaker, Nylon Composite	391.00	391.00
1	SAK54 Dodge Durango, 2015-2022, Center Mount, for One or Two Speakers (Replaces SAK54)	49.00	49.00
1	C399K3 OBDII CANPort™ Installation Kit for C399 for 2018- 2020 Ram Classic 1500, 2019-2020 Ram 1500, 2021 Ram 2500, and 2018-2020 Dodge Charger and Durango (Not for use with Core-R™)	60.00	60.00
1	CHWLUNI Siren Amplifier with One Speaker, Includes Universal Mounting Bracket	719.00	719.00
1	FST DUO 10 LAMP RW WECANX (DRAWINGS ATTACHED)	1,905.00	1,905.00
4	TLI2#	189.00	756.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
	TLI2D RW GRILLE DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only		
4	I2# 2 I2D RW & 2 I2E BW RUNNING BOARDS Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	780.00
2	I2# I2J RB QUARTER GLASS WINDOW Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	390.00
1	RST DUO 8 LAMP DUO RA/BA (DRAWINGS ATTACHED)	1,803.00	1,803.00
2	I2# 1 I2D RW & 1 I2E BW REAR LICENSE PLATE Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	390.00
1	IONBKT1 Optional Universal License Plate Bracket for 2 ION™ Lighthead, Horizontal Mount.	42.00	42.00
2	TLI# TLIJ RB TAILGATE OPEN WARNING Split Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	163.00	326.00
2	3SRCCDCR Compartment Light, Combination Red/White, with Independent Control of Red and White Light	98.00	196.00
1	NOTE CONTRACT PRICING: WHELEN 44%	-4,594.48	-4,594.48
			Subtotal: 5,847.52
1	ProClip Console Mount OEM DURANGO CONSOLE MOUNT	42.00	42.00
2	Magnetic Mic Microphone Clip. Magnetic Mic Clip	36.00	72.00
			Subtotal: 114.00
1	SUVAULT® MODEL LD3005 2013 - 2021 DODGE DURANGO W/O 3RD SEAT Heavy 12 Gauge steel Welded tab and notch seams Superior 3 point locking system resists prying Easy 10 minute installation Secures to factory cargo anchor bolt holes Counter balanced door with hydraulic spring assisted hinge Largest selection of lock options in the industry Lifetime warranty (Lifetime warranty does not cover locks, the locks are covered by a 1-year manufacturer warranty) Body Dimensions(in): 45.5 x 34.3 x 11	1,325.00	1,325.00
1	NOTE DISTRUBUTOR DISCOUNT	-200.00	-200.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
1	Freight Shipping TBD	0.00	0.00
			Subtotal: 1,125.00
1	Labor Cars & Suv Hour CONTRACT PRICING \$85.00 AN HOUR. INSTALLATION OF ALL EQUIPMENT ABOVE + RADIO	2,500.00	2,500.00
1	Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	285.00	285.00
1	Window Tints TWO FRONT WINDOWS + TINT STRIP ACROSS WINDSHIELD	225.00	225.00

All products come with manufactures warranty. All wiring and install comes with Limited Lifetime Warranty. This warranty shall be voided if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installation by RFC Emergency Lighting, will void this warranty. Prices are subjected to change during installation due to customer adding or changing install specifications.

SUBTOTAL	10,096.52
TAX	0.00
TOTAL	\$10,096.52

Deposit or PO is required for all parts at acceptance of estimate.

2.9% CC Fee will be added to any invoice paid by CC.

Invoice payment is due within 30 days of receiving final bill. Please be advised that we will charge 1.5% interest per month on late invoices.

Accepted By

Accepted Date

Thank You For Your Business!



**TOWN OF CARMEL
POLICE DEPARTMENT**

60 MCALPIN AVENUE • MAHOPAC, NEW YORK 10541
MAIN (845) 628-1300 • FAX (845) 628-2597
POLICE@CI.CARMEL.NY.US



MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: CPD K9 Vehicle Upfit
DATE: October 11, 2023

We have recently received our Chevrolet Tahoe Police Pursuit Vehicle (PPV), ordered in May of 2022, that will be designated for CPD's K9 unit. This will replace the current K9 vehicle, a 2015 Ford Interceptor Utility that is approaching 130K miles and has had a number of recurring maintenance issues.

In order to place this vehicle into service as expeditiously as possible, we would like to utilize the services of RFC Emergency Lighting of Briarcliff Manor for emergency equipment purchase and installation. RFC has been our emergency equipment upfitter for our past 5 vehicles and we are very pleased with their work.

Recently, RFC was awarded a contract for emergency equipment purchase and installation by the Village of Briarcliff Manor (2324-RFP-1). We are eligible to "piggyback" off of this contract as per the Town of Carmel Procurement Policy. Backup documents for the quote with equipment specifications and the contract are attached.

Therefore, I respectfully request a Town Board resolution in an amount not to exceed \$23,000 to RFC Emergency Lighting of Briarcliff Manor, NY for the purchase and installation of emergency equipment on CPD's Chevrolet Tahoe PPV K9 vehicle. I will work with Town Comptroller Maxwell to facilitate funding for this project in CPD's 2023 vehicle budget.

Submitted for your review and approval.

Chief Anthony Hoffmann

**RFC Emergency Lighting & Services
LLC**

PO BOX 209
Briarcliff Manor, NY 10510
(914) 830-9759
rfcemergencylighting@gmail.com
www.rfcemergencylighting.com



Estimate

ADDRESS

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

SHIP TO

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

ESTIMATE # 1513

DATE 08/23/2023

NYS BID VENDER ID

1100271222

NYS CONTRACT

2324-RFP-1

QTY	ACTIVITY	RATE	AMOUNT
1	FST DUO 12 LAMP DUO TAHOE RW	2,059.00	2,059.00
1	RST DUO 10 LAMP DUO TAHOE BA/RA	2,041.00	2,041.00
1	C399 Amplifier Control Module, Flashing Outputs, Includes 3 CAN ports, and Controls up to 99	1,342.00	1,342.00
1	SA315P Speaker, Nylon Composite	391.00	391.00
1	SAK70 Chevy Tahoe, 2021-2023 and Chevy Suburban, 2021- 2022, Driver or Passenger Side	49.00	49.00
1	CHOWLER Siren Amplifier with Two Speakers, Optional Vehicle Specific Mounting Brackets	898.00	898.00
1	HWLRB32 Howler™ Mounting Bracket for 2021-2023 Chevy Tahoe	0.00	0.00
2	CEM16 16 Output, 4 Input WeCanX® Expansion Module	277.00	554.00
4	I2# I2D RW PUSH BUMPER FORWARD Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	195.00	780.00
2	PS#02FCR PSD01FCR RW SIDE OF PB DUO™, Amber/Blue, Amber/White, Blue/White, Red/Blue, Red/Amber or Red/White	206.00	412.00
2	LINSV2*	293.00	586.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
	LINSV2R RED V-Series™, Combination 180° Warning and Puddle Light		
1	LSVBKT54 Chevy Tahoe 2021-2022, Chevy Suburban 2022 (without Puddle light), Under-the-Side View Mirror Mount	33.00	33.00
2	PS#02FCR PSJ02FCR RB QUARTER GLASS DUO™, Amber/Blue, Amber/White, Blue/White, Red/Blue, Red/Amber or Red/White	206.00	412.00
2	PSBKT90 90° Mounting Bracket for 1 Strip-Lite Plus™ Lighthead	30.00	60.00
2	TL3JC TRIO LOWER REAR BUMPER Red/Blue/White	209.00	418.00
2	Whelen TIONWEDG MOUNTING WEDGES ION-T-SERIES	18.99	37.98
4	VTX9# 2 RED & 2 BLUE TAIL LAMPS Omni Directional Lighthead, DUO™ color, Amber, Blue, White, and/or Red, 9' Cable	142.00	568.00
2	TLI2# TLI2J RB TAILGATE OPEN DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	189.00	378.00
2	3SRCCDCR Compartment Light, Combination Red/White, with Independent Control of Red and White Light	98.00	196.00
1	CV2V Vehicle To Vehicle Module, Includes Internal Antenna	352.00	352.00
1	NOTE CONTRACT PRICING 44% OFF	-5,089.47	-5,089.47
			Subtotal: 6,477.51
1	C-MM-220 Monitor Adapter Plate Assembly For Patrol PC Rhinodock	45.00	45.00
1	C-DMM-3119 Heavy-Duty Dash Mount For 2021-2023 Chevrolet Tahoe	517.00	517.00
1	PKG-KBM-106-1 Premium Package – USB Keyboard With Mount (No Emergency Key)	901.00	901.00
1	CUP2-1001 Self-Adjusting Double Cup Holder	67.00	67.00
2	C-ARM-102 Side Mount Armrest	94.00	188.00
2	C-MCB Mic Clip Bracket	19.00	38.00
1	C-EB35-RHP-1P 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, – Fits AceK9 Hot-N-Pop Control Head Used In	0.00	0.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
	Havis Model K9-A-201 Series Kits		
1	C-EB40-CCS-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	0.00	0.00
1	C-VSW-1005-TAH-PM Vehicle-Specific 12.5" Wide Medium Height Angled 15" Console With Internal PocketJet 6 & 7 Printer Mount For 2021-2023 Chevrolet Tahoe Police Pursuit Vehicle	1,000.00	1,000.00
1	K9-A-201 K9 Transport Hot-N-Pop Unit Option	3,139.00	3,139.00
1	NOTE CONTRACT PRICING 32%	-1,886.40	-1,886.40
			Subtotal: 4,008.60
1	PB57T21HD PRO-GARD ; CHEVY TAHOE PPV 2021- 2022; HD	566.00	566.00
	Push Bumper includes wire covers		
1	3PB1318-4 4 LIGHT HEAD MOUNT INSERT	172.00	172.00
1	G4906 Single Weapon, Vertical Mount on Partition (between bucket seats on standard flat panel partition)	457.00	457.00
1	Freight Shipping TBD	0.00	0.00
1	NOTE CONTRACT PRICING 28%	-334.60	-334.60
			Subtotal: 860.40
1	TK0233TAH21 Cargo Storage System – DSK – BSN	1,799.00	1,799.00
1	Freight Shipping TBD	0.00	0.00
1	NOTE CONTRACT PRICING 18%	-323.82	-323.82
			Subtotal: 1,475.18
1	American Aluminum E/Z Rider K9 Unit- Platform System "EXTENDED" (Kit Pricing) This unit is meant to be used with 2 K9 partners (divider must be purchased) or for a big single K9 or for an officer that needs storage on the side (to be used with divider); unit extends into the cargo area. Kit Includes: Rubber Mat, Matte Black Powder Coat & White Interior Cage Light. Vehicle specific, heavy gauge aluminum, easy cleaning, tailored for easy install as well as the comfort of the officer and K9 partner. Air bag tested.	5,160.00	5,160.00
1	American Aluminum Extra fan 12" FAN, with vehicle specific fan guard and a on/off switch	310.00	310.00
1	American Aluminum Water Dish - Permanent Universal, hinged, permanent, easy cleaning, 1 gallon capacity, spill resistant	190.00	190.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
1	Freight Shipping TBD	0.00	0.00
1	NOTE 26% OFF	-1,471.60	-1,471.60
			Subtotal: 4,188.40
1	Labor Cars & Suv Hour Installation of all items above+ computer, radio, printer, etc.	5,000.00	5,000.00
1	Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	525.00	525.00
1	Magnetic Mic Microphone Clip. Magnetic Mic	39.99	39.99

All products come with manufactures warranty. All wiring and install comes with Limited Lifetime Warranty. This warranty shall be voided if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installation by RFC Emergency Lighting, will void this warranty. Prices are subjected to change during installation due to customer adding or changing install specifications.

SUBTOTAL	22,575.08
TAX	0.00
TOTAL	\$22,575.08

Deposit or PO is required for all parts at acceptance of estimate.

2.9% CC Fee will be added to any invoice paid by CC.

Invoice payment is due within 30 days of receiving final bill. Please be advised that we will charge 1.5% interest per month on late invoices.

Accepted By

Accepted Date

Thank You For Your Business!

VILLAGE OF BRIARCLIFF MANOR
1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, N.Y. 10510



WWW.BRIARCLIFFMANOR.GOV
TELEPHONE: (914) 941-4800
FAX: (914) 941-4837

MEMORANDUM

TO: Board of Trustees
FROM: Josh Ringel, Village Manager
CC: Fire Chiefs
DATE: August 11, 2023
RE: Award of Emergency Lighting Furnish & Install Bid

Recommendation: Award of Bid to RFC Emergency Lighting, who provides the greatest percentage off on parts as a whole.

With each new vehicle the Village purchases for Fire and Police, we have gone out for 'one off' bids/quotes for upfitting. While this has been successful, with each new vehicle, staff or volunteers must redo the same process, incurring costs associated with running and awarding each bid and putting people power that otherwise could have been focused on other tasks. Additionally after Department Heads discussed the matter with the Village Treasurer and myself, it was determined that the total cost of these upfitting's likely puts us into bid requirement territory to remain in compliance with General Municipal Law. The Fire Department will be upfitting two vehicles this year and the Police Department will likely be upfitting at least one vehicle this year, the need to streamline the upfitting process was apparent.

By awarding a 5 year contract for upfitting, it allows for the elimination of the cost associated with bidding every vehicle out each time it needs upfitting or repair to emergency lighting or warning systems, reducing the turn around time to get a new vehicle on the road and reducing the expense to the Village longer term. This contract is available to any Village department that may need the use of such upfitting services, and is not limited to use by PD or FD. DPW *may* use this contract, although DPW tends to upfit their own vehicles most of the time. The contract locks in labor rates (with provision for reasonable inflationary increase) and sets a **minimum** percentage off MSRP for major parts and components (the higher percentage, the greater the discount). To mitigate the risk to the Village should the awarded contractors workmanship be subpar, provisions have been added to allow for the termination of the contract on its anniversary, with notice.

The bid packet was disseminated via BidNet and 3 vendors submitted completed packages for evaluation. All bidders met the baseline obligations set forth in the packet. After reviewing all the submissions, it is our recommendation that the contract is awarded exclusively to RFC Emergency Lighting. Their submission provides the best value to the Village. While their labor rate was the same as another submitter, the overall **minimum** discount on hardware (the vast majority of the cost of

upfitting) is higher reflecting a reduced cost to the Village. The Village has used RFC Emergency Lighting in the past and their reputation for attention to detail and craftsmanship is unparalleled in our experience.

It should be noted that the bid did allow for vendors to "no bid" manufacturers. In the case of RFC, they chose to "no bid" one manufacturer, Federal Signal. While they chose not to bid this manufacturer, this does not pose a significant issue to the Village as no department is currently using this manufacturer. Since RFC is providing the best discount on Whelen products, the emergency equipment manufacturer currently used by both PD and FD, as well as Soundoff Signal products they are able to satisfy the current needs of the Village as well as provide options for the future should product line needs change. It should be noted that no bidder submitted pricing for all manufacturers.

Please find included with this memo the bid tabulation sheet. The RFP packet was sent separately to board earlier this week under separate cover for reference.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
AUGUST 15, 2023

6a. AWARD OF BID – EMERGENCY LIGHTING – FURNISH, INSTALL AND REPAIR

WHEREAS the Village received 3 quotes for the Emergency Lighting – Furnish, Install and Repair Project (2324-RFP-1); and

NOW, THEREFORE, BE IT RESOLVED that the Emergency Lighting – Furnish, Install and Repair Project (2324-RFP-1) is hereby awarded to RFC Emergency Lighting LLC as follows:

EQUIPMENT BID				
Line No	Description: Percent Discount from Manufactures Current Published List and/or Current Year Catalog Price for:	% Discount		RFC EMERGENCY LIGHTING
1	Whelen Products and Parts			44.00%
2	Havis Products and Parts			32.00%
3	Setina Products and Parts			18.00%
4	ProGard Products and Parts			28.00%
5	1st in Emergency Products Products and Parts			12.50%
6	Federal Signal Corp. Products and Parts			N/A
7	RamMount Products and Parts			10.00%
8	Streamlight Products and Parts			35.50%
9	CargoRaxx Products and Parts			12.50%
10	Kussmaul Products and Parts			16.00%
11	Soundoff Signal Products and Parts			54.10%
12	Troy Products Products and Parts			38.10%
13	WeatherTech Products and Parts			20.10%

INSTALLATION AND REPAIR				
Line No	Description	Unit	Unit Price	RFC EMERGENCY LIGHTING
1	Labor for all repair Services (M-F 8A-5p)	Hours		\$ 85.00
2	Labor for repair services outside line 1 hours	Hours		\$ 85.00
3	Labor for Installation services	Hours		\$ 85.00
4	Labor for all other services	Hours		\$ 85.00

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with RFC Emergency Lighting, LLC for said project.

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board
From: Richard J. Franzetti P.E. Town Engineer 
Date: October 3, 2023
Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 6 Tomahawk Creek ~ Well 1 Pump Replacement

On September 8, 2023, Bee and Jay, the operators for CWD 6, notified the Engineering Department that after recent storm the pump for well 1 at Tomahawk Creek failed. Attached is an invoice in the amount of \$12,960.40 for the replacement of the well pump.

Please note that this invoice has been submitted to insurance for reimbursement.

- Carmel Water District 4 ~ Valve and Flushing Hydrant Replacement

During a water main break in August Bee and Jay, the operators for CWD 4, notified the Engineering Department that there was a broken and an inoperable flushing hydrant in the district. Attached is an invoice in the amount of \$14,842.70 for the replacement of the valve and flushing hydrant.

- Carmel Sewer District 4 ~ Pump Failure at Lakeshore Pump station

On September 28, 2023, Inframark, the operators for CSD 4, notified the Engineering Department that one (1) of the Two (2) pumps at the Lakeshore pump station failed. Due to the critical nature of this pump station Inframark was directed to order the replacement immediately. Attached is an invoice in the amount of \$22,259.00 to purchase and install this equipment.

We request that this memorandum be put into the agenda as a matter of record.

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: 10-03-23 ~ CWD6 Emergency Pump Replacement
Date: Tuesday, October 3, 2023 9:00:07 AM
Attachments: [S2ndFlrCopi23100308200.pdf](#)

Rich,

Please see attached invoice for CWD6 that will require Board acknowledgement. Please note that this pump replacement was due to the lightning storm on 9/8 and will be submitted to insurance for reimbursement.

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

EXHIBIT "B"

**Emergency Justification Form
Town of Carmel Procurement Policy**

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: Engineering

Vendor names: Bee and Jay Plumbing

Nature of emergency: CWD6 Pump Replacement due to lightning storm ***Insurance

Estimated cost: \$12,960.40

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

The situation arose out of an accident or unforeseen occurrence or condition.

Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.

The situation required immediate action, which could not await competitive bidding.

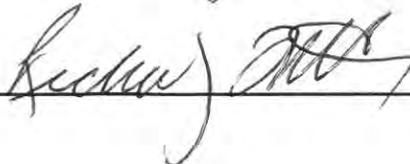
The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

Other (provide explanation):

Purchasing Agent's signature for approval: _____



Department Head's signature for approval: _____





P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
9/28/2023	106055

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 6
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Tomahawk Creek
Weber Hill Road
Pump Station

PROFESSIONAL SERVICE 59 YEARS 1964-2023

Master Plumbers Lic.#s W.C. 556 P.C. 30289

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 2087	Due Upon Receipt	G	9/26/2023	64371
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		CWD # 6 Tomahawk Creek Well # 1 Pump Station. Technician pulled and replaced burnt out 5HP Goulds Pump and motor sub cable and all related equipment due to lightning damage on 9/8/23. Pulled pump from inside pump station via roof hatch with boom truck and 3 men. Complete.		
Labor TOC Tech	8	1- Tech Plb	185.00	1,480.00
Labor TOC Lab...	8	1-Laborer	140.00	1,120.00
Labor TOC Lab...	8	1-Laborer	140.00	1,120.00
Material		Total Materials 1- Goulds 35GS50 Pump 1- Goulds 5HP 230V 30 Motor 330'- 10-4 Flat Sub Cable 2- sets Heat Shrinks 14- 1 1/4" Wire Guides 1- Torque Arrester 1- 1 1/6" Line Check 6- Rolls Tape 1- Boom Truck	9,240.40	9,240.40

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due \$12,960.40

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

EMAIL: _____

EXHIBIT "B"

**Emergency Justification Form
Town of Carmel Procurement Policy**

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: Engineering

Vendor names: Kuck Excavating

Nature of emergency: Valve/Flushing Hydrant Replacement

Estimated cost: \$14,842.70

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

The situation arose out of an accident or unforeseen occurrence or condition.

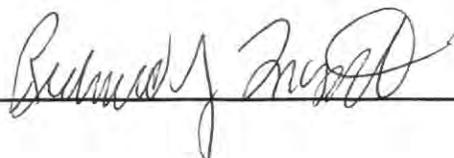
Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.

The situation required immediate action, which could not await competitive bidding.

The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

Other (provide explanation):

Purchasing Agent's signature for approval: 

Department Head's signature for approval: 

Ed Kuck Excavating Inc

20 Day Road
Carmel, NY 10512

Attention:, ENGINEERING
TOWN OF CARMEL

CWD 4
INV #
TOC 75-2023
REQ #
Vendor 0670
Tax ID - 133851002

EMERGENCY: VALVE AND FLUSHING HYDRANT REPLACEMENT

Respond as per BEE & JAY

Job Location: BALDWIN PLACE ROAD / MAPLE ROAD

Work Completed 9/11/2023 & 8/12/2023

Start time: End Time: 9/11 2023 8 HRS PW 09/12/2023 7 HRS 15 HRS

Job Description: DAY 1: EXPOSED VALVE, CUT BROKEN VALVE OUT, INSTALLED NEW VALVE. BACKFILLED. DUG UP FLUSHING HYDRANT AND REPLACED WITH NEW ONE

DAY 2; DUG UP BROKEN FLUSHING HYDRANT ON BALDWIN PLACE ROAD, SET UP TRAFFIC CONTROL, REPLACED BROKEN HYDRANT WITH NEW ONE . BACKFILLED AND COMPACT

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	15	\$95.00 per hour	1,425.00
PC-120		\$175.00 PER HR	
Dump Truck	15	\$100.00 per hour	1500.00
Support Vehicle	Day rate 2 DAYS	\$155.00 PER DAY	310.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	140.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	140.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	HRS X MAN	\$291.27 PER HR	
Machine operator	15 HRS X1 MAN	\$194.18 PER HR	2,912.70
Laborers	15 HRS X 3 MEN	\$169.30 PER HR	7,618.50
LABORER OT 1 -1/2	8 HRS X MEN	\$253.95 PER HR	
Item 4	10 YARDS	\$52.00 per yard	520.00
Seed	1/8 BAG	\$150.00 bag	37.50
CONCRETE			
Top soil	3 YARD	\$50.00	150.00
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY	1 BAG	\$19.00 bag	19..00
GRAVEL		\$50.00/YARD	
LIGHT TOWER		\$275.00 DAY RATE	
SKYLIFT		90.00 PER HR	
Total			14,842.70

Richard Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: CWS #4
Location (street address): Brown place 20 & Maple Ave
Time and Date of Main Break or Hydrant Damage: 9/11/23 - 9/12/23
Field Response:

	Manpower	HRS	Equipment	HRS
9/11/23	<u>Ben + Jay DLS</u>		<u>Wall Section</u>	
	<u>TRCIT</u>	<u>5</u>	<u>Excavator/Operator</u>	<u>-</u>
	<u>Garman</u>	<u>5</u>	<u>Demolition</u>	<u>-</u>
9/12	<u>TRCIT</u>	<u>7</u>	<u>Excavator</u>	<u>-</u>
	<u>Garman</u>	<u>7</u>	<u>9/11/23</u>	<u>5</u>
			<u>9/12/23</u>	<u>7</u>

Water Main: Size: 6" . Material: Duct Depth to Main: 60"

Hydrant: Manufacturer & Model:

Repair Materials Utilized: Replaces Broken & Damaged
6" MS Cast Composite, Replaced Existing
Hydrant - SADDLE in Two Locations

Cause of Main Break or Hydrant Damage:

Description of Damage caused, if any:

Future Restoration Required:

Pavement:

Sidewalk:

Lawn Area:

Shrubs:

Cause of Main Break or Hydrant Damage:

Date Repair Completed: 9/12/23

Prepared by: [Signature]
(Printed Name)

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: 09-18-23 ~ CWD4 Emergency Repair
Date: Monday, September 18, 2023 12:12:25 PM
Attachments: [S2ndFlrCopi23091811210.pdf](#)

Rich,

Please see attached invoice for the emergency valval and flushing hydrant replacement for CWD4 which will require Board acknowledgement. There are sufficient funds in the budget for this expense.

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR
District: CSD 4

Inframark, LLC
2 Renwick Street
Newburgh, NY 12550
United States

T: +1 845 228 0460
www.inframark.com

Emergency Request

Date of Request: 9-28-23

Asset ID #: 1475

Quote Expires: 10-28-23

Item requested: Replacement

Purpose of item: Efficiently and effectively moves the waste from the building's sewage system to the treatment plant. These pumps are designed to handle large volumes of liquid, which is necessary to move the debris quickly and prevent backups and overflows. We currently are down to 1 pump in operations.

Estimated age of equipment to be replaced / repaired: 11 years

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and/or repair: 2 Maint Techs @ 8 hrs/ea.

Vendor #1:	Fleet	Cost: \$22,259 (incl freight)
Vendor #2:	TAM	Cost: \$31,318.80
Vendor #3:		Cost:



September 26, 2023

Proposal# 230926-26-85

**Town of Carmel Sewer District #2
60 McAlpin Avenue
Carmel, NY 10541**

Attn: Gabe Dries/Inframark

Subject: Replacement Flygt Dry-pit Submersible Pump for the Lake Shore Drive Pump Station.

Dear Gabe,

As per your request, Fleet Pump & Service is pleased to submit our proposal on the replacement for the existing Flygt Dry-pit Submersible Pump Model NT3153.181 S/N 1260434 12HP 208/3/60 1745RPM, FLS Leakage detector, 465 impeller code that is used at the noted pump station location.

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	Flygt Dry-pit Submersible Pump Model 4"NT3153.185 Standard design 12HP, 208 volt, three phase, 60Hz, 1745RPM, FLS Leakage detector, Hardened High Chrome Steel 465 code impeller and volute insert ring with 50ft of power cable.	\$21,984.00	\$21,984.00
2	1	Freight	\$ 275.00	\$ 275.00

Note: Price does not include applicable taxes.

Delivery: 8 to 10 weeks.

Freight: As noted.

Terms: See attached.

Validity: 30 days.

Please forward a **Purchase Order or Authorization on your Letter head**, if you wish to proceed with the above proposal.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Serge Agudow

Serge Agudow

914-804-5567

sagudow@fleetpump.com

Sales Engineer



Fleet Pump & Service Group, Inc.

455 Knollwood Road White

Plains, NY 10603

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. **Terms and Conditions Become Addendum to Agreement.** These General Terms and Conditions accompany the Proposal of Fleet Pump and Service Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. **Addendum Terms Control.** Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. **Payment Terms.** The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
4. **Progressive Payments Required.** All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. **No Credit Provided by Supplier.** Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. **No Retainage.** Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. **Overdue Balances.** In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. **Supplier Does Not Provide Warranties.** Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. **"Time of Essence" Provisions Not Applicable.** Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. **Liquidated Damages Provisions Not Applicable.** Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. **Limitation of Liability.** Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
12. **Indemnification Limited to Direct Cause.** Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. **Third Party Contracts Not Applicable.** Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
14. **Entire Agreement.** Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer Town of Carmel
60 McAlpin Avenue
Mahopac NY 10541

Date Estimate #
09/28/2023 5819

PO #:

Description	Unit	Quantity	Rate	Amount
- WWTP				
TAM Enterprises Inc. is pleased to quote the following:				
Supply & Delivery of:				
- (1) New Flygt 3153.185-5837 pump.				
For the sum of:		1.00	31318.800	31,318.80
Installation of pump: @ \$2,100.00			2100.000	

* Lead time of 8-10 weeks for pump

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$31,318.80
Sales Tax:	0.00
Quote Total	\$31,318.80

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: CSD 4 - Emergency PO Request - Lakeshore Pump Station
Date: Friday, September 29, 2023 9:04:26 AM
Attachments: [image001.png](#)
[FLEET Flygt Quote 9.28.23.pdf](#)
[TAM Flygt Pump Quote 9.28.23.pdf](#)
[9-28-23 -- P.O. Request - CSD 4 - Emergency - Flygt Pump.docx](#)
Importance: High

Rich,

Please see attached for Board approval. There are sufficient funds in the budget for this request.

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Friday, September 29, 2023 9:00 AM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: FW: CSD 4 - Emergency PO Request - Lakeshore Pump Station
Importance: High

Richard J. Franzetti. P.E, BCEE
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

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From: Boyd, Diane <diane.boyd@inframark.com>
Sent: Thursday, September 28, 2023 12:51 PM

To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>
Cc: Geertsema, Jack <Jack.Geertsema@inframark.com>; Dries, Gabriel <Gabriel.Dries@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Dursee, Kristoffer <kristoffer.dursee@inframark.com>; Harris, Carrie <Carrie.Harris@inframark.com>
Subject: CSD 4 - Emergency PO Request - Lakeshore Pump Station
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Richard and Donna:

Please find attached an emergency P.O. Request and 2 quotes for a replacement submersible pump at Lakeshore Pump Station, with a more detailed description and explanation. Please advise as Lakeshore is currently only operating with 1 pump.

Understanding the recent conversations regarding size, impeller, etc. we would like to get moving on replacement of the pump for now. There is a 8-10 week lead time. We can discuss switching out the impeller down the road. Our main concern at the moment is getting a new pump in there.

Thank you for your time and consideration.

Regards,

Diane Boyd | Project Manager



Carmel, NY

(O) 845-565-6182 | **(M)** 914-256-7425

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: October 5, 2023

Re: C269 - Change Order #1- CWD 9 Building

As the Board is aware, the referenced project was awarded to TAMs Enterprises. The reason for this change order is as follows:

- During construction, the framing was found to have deteriorated since the initial inspection performed during design and was determined to need replacement. The contractor is requesting compensation for additional labor and materials necessary to replace building framing.

The Board should note that in exchange for a time extension, the Contractor has offered to reduce the additional framing request by half. The reduced cost is \$2,097.80.

- In addition, the Contractor is requesting a 75-calendar-day time extension to account for a delay from their door supplier.

In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize the Work Change Order #1(attached). The proposed contract completion date would then be on or before December 15, 2023.

Per the attached there are sufficient funds in the capital budget for this expense.

The Engineering Department recommends that the Board approve the attached Change Order #1 and authorize the Supervisor to sign the same.

C269 – Building and Concrete Repairs

PROJECT

DATE OF ISSUANCE 10-04-2023 EFFECTIVE DATE 10-04-2023

OWNER The Town of Carmel
 OWNER's Contractor No. C269

CONTRACTOR: TAM Enterprises, Inc.

ENGINEER: Weston & Sampson, PE, LS, LA, ARCHITECTS, PC

You are directed to make the following changes in the Contract Documents.

CWD #9

Reason for Change Order:

Provide compensation for additional labor and materials necessary to replace building framing. During construction, the framing was found to have deteriorated since the initial inspection performed during design and was determined to be in need of replacement. Also, the Contractor has requested a 75-calendar-day time extension to account for a delay from their door supplier. In exchange for a time extension, the Contractor has offered to reduce the additional framing request by half.

Description:

Materials and labor to demolish and replace existing building wood framing with new materials.

Attachments: Contractor Proposal for CWD #9 CO/FO # 1 dated 10/04/2023

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$164,100.00</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: <u>September 01, 2023</u></p> <p>Ready for final payment: _____</p>
<p>Net changes from previous Change Orders No. to No.</p> <p>None</p>	<p>Net change from previous Change Orders No. to No.</p> <p align="center">None</p>
<p>Contract Price prior to this Change Order</p> <p>\$164,100.00</p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: <u>September 01, 2023</u></p> <p>Ready for final payment: <u>October 01, 2023</u></p>
<p>Net Increase of this Change Order</p> <p>\$2,097.80</p>	<p>Net Increase of this Change Order</p> <p align="center">75 days</p>
<p>Contract Price with all approved Change Orders</p> <p>\$166,197.80</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>November 15, 2023</u></p> <p>Ready for final payment: <u>December 15, 2023</u></p> <p>days or dates</p>

RECOMMENDED: X

ACCEPTED:

APPROVED:

By: 
 Engineer (Authorized Signature)

By: 
 Contractor (Authorized Signature)

By: _____
 Owner (Authorized Signature)

Date: October 04, 2023

Date: October 4th 2023

Date: _____



TAM Enterprises, Inc
 114 Hartley Road
 Goshen NY 10924

Service Invoice

Invoice#: 5595

Date: 08/18/2023

License:

Billed To: Town of Carmel
 60 McAlpin Avenue
 Mahopac NY 10541

Project:
 60 McAlpin Avenue
 Mahopac NY 10541

Scheduled: 08/18/2023
Time:

Employee:

Order#:

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		Additional framing				
		Labor:				
		Laborer	8.0000	95.900000	767.20	
		Laborer	8.0000	95.900000	767.20	
		Foreman (operator A rate)	8.0000	124.480000	995.84	
		Equipment:				
		Single axle - rack body dum	8.0000	76.440000	611.52	
		Materials:				
		2x12x12PT lumber	2.0000	41.380000	82.76	
		2X4X10 spf/doug fir Lumbe	10.0000	6.340000	63.40	
		2X4X92-5/8 pre-cut stud	25.0000	3.470000	86.75	
		2X4X14 spf/doug fir lumber	2.0000	9.240000	18.48	
		2X4X16 spf/ doug fir lumbe	2.0000	10.830000	21.66	
		5-1/2" wide sill seal 50' roll	1.0000	11.400000	11.40	
		2X8X14 PT lumber	1.0000	18.980000	18.98	
		2X8X16 PT lumber	1.0000	21.580000	21.58	
		TAM Overhead - 10%	1.0000	346.677000	346.68	
		TAM Profit - 10%	1.0000	381.345000	381.35	

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	2,097.80
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	2,097.80

Service Invoice

Invoice#: 5595

Continued...

Date: 08/18/2023

Assembly#	Part#	Description	Quantity	Price	Ext Price	Sales Tax
		50% Discount to Owner	-1.0000	2,097.000000	-2097	
50% Discount applied to invoice To balance the Contract extension TAM requested. Approved by TAM Management.						

Notes:

See attached Backup Documentation for rates and Invoices.



MESSCO BUILDING SUPPLY
 2400 STATE ROUTE 208
 WALDEN, NY 12586
 Phone: (845)-883-4444

INVOICE

0000145251-001

Invoice Date: 07/18/23
Account: TAM ENTERPRI 0003
Branch: WALDEN
Phone: (845)-294-8882
Fax: () - -
Delivery: 0000145251-001

Bill To: TAM ENTERPRISES, INC.
 114 Hartley Rd.
 Goshen, NY 10924

Ship To: TAM ENTERPRISES, INC.
 114 HARTLEY RD
 GOSHEN, NY

PO: 12602		Ref:		Job:	
Order Date: 07/18/23	Sales E BEAULIEU	Order Type: DELIVERY	Ship Via: FLATBED	Frft Term:	
Ship Date: 07/18/23	Agents	Ordered By:	Entered By: LSEGRICH	Auth Chg:	

QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
			<p>OUR TRUCK. CURBSIDE DELIVERY ONLY OTHERWISE CUSTOMER ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY MESSCO TRUCKS & EMPLOYEES DELIVERING BEYOND STREET PAVEMENT. SHOULD BUYER NOT BE PRESENT TO ACCEPT DELIVERY, BUYER AUTHORIZES SELLER TO UNLOAD THE PRODUCTS AND LEAVE THEM AT THE DELIVERY DESTINATION. BUYER RELEASES SELLER FROM ANY CLAIMS THAT ARISE FROM BUYER NOT BEING PRESENT. BUYER MUST INSPECT PRODUCT AND NOTIFY SELLER OF ANY SHORTAGES OR DAMAGE OF PRODUCT WITHIN 24 HOURS. SELLER'S WARRANTIES ARE LIMITED TO THOSE OFFERED BY MANUFACTURER'S ONLY. NO ADDITIONAL WARRANTY OR LABOR CHARGE WILL BE COVERED BY MESSCO.</p>			

Due Date: 08/31/23

Balance

\$178.85



MESSCO BUILDING SUPPLY
 2400 STATE ROUTE 208
 WALDEN, NY 12586
 Phone: (845)-883-4444

INVOICE

0000145252-001

Invoice Date: 07/18/23
Account: TAM ENTERPRI 0003
Branch: WALDEN
Phone: (845)-294-8882
Fax: () - -
Delivery: 0000145252-001

Bill To: TAM ENTERPRISES, INC.
 114 Hartley Rd.
 Goshen, NY 10924

Ship To: TAM ENTERPRISES, INC.
 114 HARTLEY RD
 GOSHEN, NY

QTY ORDERED		QTY SHIPPED		UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
2		2		EACH	PT21212 2 X 12 X 12 PRESSURE TREATED #1 .15 MCA-C	2.0000/EACH	41.38/EACH	82.76
10		10		EACH	2410SPF 2 X 4 X 10 SPF/DOUG FIR/HEM FIR #2 & BTR S-DRY	10.0000/EACH	6.34/EACH	63.40
Subtotal								146.16
*****MANUFACTURER PRICE INCREASE ANNOUNCEMENTS***** 5/1/23 METAL FRAMING PRICE INCREASE 5/12/23 TAMKO RESIDENTIAL ROOFING INCREASE MESSCO RETURN POLICY AND TERMS & CONDITIONS OF SALE: NO RETURNS WITHOUT RECEIPT. NO RETURNS AFTER 30 DAYS OF PURCHASE. ALL RETURNS MUST BE UNOPENED, NEW, UNUSED AND IN RESALABLE CONDITION. NO RETURNS ON SPECIAL ORDERS. 10% RESTOCKING FEE ON ALL RETURNED MERCHANDISE. 20% RESTOCKING FEE ON RETURNED MERCHANDISE IF PICKED UP AT JOBSITE BY OUR TRUCK. CURBSIDE DELIVERY ONLY OTHERWISE CUSTOMER ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGES CAUSED BY MESSCO TRUCKS & EMPLOYEES DELIVERING BEYOND STREET PAVEMENT. SHOULD BUYER NOT BE PRESENT TO ACCEPT DELIVERY, BUYER AUTHORIZES SELLER TO UNLOAD THE PRODUCTS AND LEAVE THEM AT THE DELIVERY DESTINATION. BUYER RELEASES SELLER FROM ANY CLAIMS THAT ARISE FROM BUYER NOT BEING PRESENT. BUYER MUST INSPECT PRODUCT AND NOTIFY SELLER OF ANY SHORTAGES OR DAMAGE OF PRODUCT WITHIN 24 HOURS. SELLER'S WARRANTIES ARE LIMITED TO THOSE OFFERED BY MANUFACTURER'S ONLY. NO ADDITIONAL WARRANTY OR LABOR CHARGE WILL BE COVERED BY MESSCO.								

Due Date: 08/31/23

Balance

\$146.16



EquipmentWatch™

Custom Rates

TO: **Joe Kata**

TAM Enterprises, Inc.

FROM: Imani Brimah

Date: 09/02/22

As per your request, EquipmentWatch has calculated the Custom Blue Book Rates for the following equipment. The outlined Custom Blue Book rate is as follows:

2015 Hino 338; Acquisition Cost: \$118,439.33							
Ownership Rates				Operating Rate	FHWA Rate	Standby Rate	Idling Rate
Monthly	Weekly	Daily	Hourly	Hourly	Hourly	Hourly	Hourly
\$3,038.40	\$850.75	\$212.69	\$31.90	\$44.54	\$61.80	\$12.44	\$49.20



The above rates are based on standard Blue Book methodology and calculations using an acquisition cost and survey data. No adjustment for age is necessary as the above rates are indexed to the acquisition cost.

The above rates used the following standards:

Location Adjustment: None

Time Period: Third Quarter 2022 (July 1st - September 30th, 2022)

If we can be of further assistance please don't hesitate to call us at 800-669-3282.

Sincerely,

Imani Brimah
Sales Engineer
EquipmentWatch

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 10-04-23 = C269 Change order
Date: Wednesday, October 4, 2023 4:26:38 PM

Yes there are sufficient funds for this expense.

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Wednesday, October 4, 2023 4:23 PM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: 10-04-23 = C269 Change order

Are there sufficient funds for the attached

Richard J. Franzetti. P.E, BCEE
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: August 18, 2021

Re: C268 - Change Order #5- Town Wide Water Tank Rehabilitation and Installation CWD 2, 3, 8 and 14

As the Board is aware, the referenced project was awarded to Arold Construction.

This time extension is requested to due delays resulting from high water usage during the summer and issues with the variable frequency drives preventing the Crest Road tank from being able to be taken out of service.

The no cost time extension for substantial and final completion time by one year.

In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize the NO COST Work Change Order #5 (attached). The proposed contract completion date would then be on or before July 30, 2024.

C268 – Rehabilitation of Water Tanks Project

PROJECT

DATE OF ISSUANCE 10-04-2023 EFFECTIVE DATE 10-04-2023

OWNER The Town of Carmel
 OWNER's Contractor No. C268

CONTRACTOR: Arold Construction

ENGINEER: Weston & Sampson, PE, LS, LA, ARCHITECTS, PC

You are directed to make the following changes in the Contract Documents.

CWD #8

Reason for Change Order:

No cost time extension for substantial and final completion time by one year. Time extension is granted to due delays resulting from high water usage during the summer and issues with the variable frequency drives preventing the Crest Road tank from being able to be taken out of service.

Description:

No cost time extension for substantial and final completion time by one year.

Attachments: None

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$2,624,850.00</p> <hr/> <p>Net changes from previous Change Orders No. 1 to No. 4</p> <p>\$145,170.06</p> <hr/> <p>Contract Price prior to this Change Order</p> <p>\$2,770,020.06</p> <hr/> <p>Net Increase of this Change Order</p> <p>None</p> <hr/> <p>Contract Price with all approved Change Orders</p> <p>\$2,770,020.06</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: <u>August 15, 2022</u></p> <p>Ready for final payment: _____</p> <hr/> <p>Net change from previous Change Orders No. 1 to No. 4</p> <p align="center"><u>179 days</u></p> <hr/> <p>Contract Times prior to this Change Order</p> <p>Substantial Completion: <u>June 30, 2023</u></p> <p>Ready for final payment: <u>July 30, 2023</u></p> <hr/> <p>Net Increase of this Change Order</p> <p align="center"><u>1 Year</u></p> <hr/> <p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>June 30, 2024</u></p> <p>Ready for final payment: <u>July 30, 2024</u></p> <p>days or dates</p>
---	---

RECOMMENDED: X

ACCEPTED:

APPROVED:

By: 
 Engineer (Authorized Signature)

By: 
 Contractor (Authorized Signature)

By: _____
 Owner (Authorized Signature)

Date: October 04, 2023

Date: 10/4/2023

Date: _____

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: October 5, 2023

Re: C-287 Lake Mahopac Dam Rehabilitation

As the Board is aware in July 2020 the Town of Carmel retained Schnabel Engineering (Schnabel) to complete an Engineering Assessment (EA) for Lake Mahopac Dam in accordance with the Order on Consent (OOC) Case Number CO3-20170425-83, dated July 24, 2020, issued by the NYSDEC to the Town of Carmel and landowners with property parcels comprising the dam. An EA Report was prepared in accordance with NYSDEC Publication DOW TOGS 3.1.4 – Guidance for Dam Engineering Assessment Reports and submitted on February 2, 2022.

The objective of the project is to bring Lake Mahopac Dam into compliance with NYS DEC Dam Safety regulations by addressing the recommendations discussed in the 2022 EA.

The Engineering Department solicited proposals from qualified engineering firms to prepare bid documents and specifications and to provide construction administration for the project. The Board previously authorized Schnabel to prepare plans and specifications necessary to go out to Bid for this work.

Work will consist of rehabilitation of Lake Mahopac Dam including the installation of a replacement gate and actuator for operating the low-level outlet within the principal spillway structure, installation of a platform over the spillway structure to facilitate the safe operation of the gate, removal of selected trees on the dam and adjacent to the principal spillway, removal of vegetation within the spillway channel, and regular maintenance activities. The rehabilitation design addresses the listed dam safety and operational deficiencies as outlined in the attached summary of recommendations from the February 2022 EA report.

On Friday, September 22, 2023, at 11:00 am, Bids were opened by the Town Clerk for the above project. Bid specifications were provided to fifteen (15) contractors and four

(4) contractors responded. The Recommendation of Award as prepared by Schnabel Engineering is provided in the attached.

Cirone Construction, Inc., (Cirone) was the lowest bidder at \$85,365.00; however, their Bid Package did not include the required breakdown of the bid items as specified on the bid form. As a result, the bid could not be evaluated and Cirone was deemed an unresponsive bidder and disqualified. The lowest responsive bidder was Commercial Cleaning Services, Inc., (CSS) at \$192,850.00. The Engineer's estimate for this work was \$173,700 with an estimated range between \$156,300 and \$199,800. The evaluated low base bid of \$192,850.00 is within 11 percent of the Engineer's estimate. The Board should note that debt for this project in the amount of \$300,000 was authorized for this project in June 2023.

Based on an evaluation of bid amounts, experience of bidder and project references, I concur with Schnabel who recommends that the Contract be awarded to CSS as the lowest responsible bidder for this project.

October 4, 2023

Mr. Richard Franzetti, PE
Town Engineer
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

**Subject: Engineer's Recommendation of Award
 Rehabilitation of Lake Mahopac Dam Project, Contract No. C287
 Town of Carmel, New York (Schnabel Reference 20C25010.010)**

Dear Mr. Franzetti:

Bids for the Rehabilitation of Lake Mahopac Dam Project (Contract C287) were received and opened at the Office of the Town Clerk, Town of Carmel, on Friday, September 22, 2023, at 11:00 AM local time. A total of four (4) bids were received and included: Commercial Sweeping Services, Inc. (CSS); Cirone Construction, Inc. (Cirone); TAM Enterprises, Inc. (TAM); and Yonkers Excavating Corporation (Yonkers). Schnabel Engineering has tabulated and reviewed the Bid Packages included with the bids received for project. Based upon our review of the bids, we consider the bid from CSS to be the lowest responsible and eligible Bidder; therefore, we recommend the project be awarded to CSS.

The tabulation of the bids is included with this letter, as well as a table showing the checklist used in our evaluation. No mathematical or transcription errors were found in the submitted Bid Packages. The apparent low bidder was Cirone; however, their Bid Package did not include the required breakdown of the bid items as specified on the bid form. As a result, the bid could not be evaluated and Cirone was deemed an unresponsive bidder and disqualified. The lowest responsive bidder was CSS. At our request, CSS provided clarification to their responses on the Bidder's Qualification Statement confirming their intended responses were "No" to Questions 3.0 and 4.0 and "None" to Question 5.0 rather than "N/A" which was initially provided for these questions.

Based upon our review of the CSS bid and supporting information and our follow-up with their references provided, we consider the bid from CSS to be the lowest responsible and eligible Bidder. Therefore we recommend the project be awarded to CSS.

Town of Carmel
Rehabilitation of Lake Mahopac Dam (Contract No. C287)

We appreciate the opportunity to provide our services on this project. Please feel free to contact me with any questions.

Sincerely,

SCHNABEL ENGINEERING OF NEW YORK



Gregory J. Daviero, PhD, PE
Principal

KST:GJD:scc

Attachments:

1. Bid Package Tabulation Comparison
2. Bid and Qualification Evaluation
3. CSS Bid Package with Clarified Responses

ATTACHMENT 1

Bid Package Tabulation Comparison

Rehabilitation of Lake Mahopac Dam (Contract No. C287)
Town of Carmel
Mahopac, New York
Bid Tabulation
Bid Opening - September 22, 2023



Construction				Bid 1		Bid 2		Bid 3		Bid 4	
				Cirone		CSS		Yonkers		TAM	
Item	Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Misc - Mobilization and Demobilization	1	LS	\$0	\$0	\$11,000	\$11,000	\$11,000	\$11,000	\$11,214	\$11,214
2	Temporary Facilities and Controls	1	LS	\$0	\$0	\$700	\$700	\$8,500	\$8,500	\$11,138	\$11,138
3	Surveying	1	LS	\$0	\$0	\$1,250	\$1,250	\$11,250	\$11,250	\$3,115	\$3,115
4	Misc - Erosion and Sediment Control	1	LS	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$14,153	\$14,153
5	Remove and Terminate Electrical Lines	1	LS	\$0	\$0	\$1,400	\$1,400	\$6,500	\$6,500	\$13,363	\$13,363
6	Remove Existing LLO Gate	1	LS	\$0	\$0	\$7,500	\$7,500	\$7,500	\$7,500	\$60,000	\$60,000
7	Clearing - Topsoil Stripping and Stockpiling	1	LS	\$0	\$0	\$6,500	\$6,500	\$7,000	\$7,000	\$7,546	\$7,546
8	Clearing - Sycamore, Willow, Saplings, Spillway Vegetation	1	LS	\$0	\$0	\$23,000	\$23,000	\$20,000	\$20,000	\$12,773	\$12,773
9	Grubbing - Tree Stumps	260	BCY	\$0	\$0	\$25	\$6,500	\$84	\$21,840	\$60	\$15,600
10	Earthfill Placement - Backfill Excavations and Compaction - Reuse	110	BCY	\$0	\$0	\$25	\$2,750	\$40	\$4,400	\$71	\$7,810
11	Earthfill Placement - Backfill Excavations and Compaction - Imported	200	CCY	\$0	\$0	\$25	\$5,000	\$62	\$12,400	\$124	\$24,800
12	Aggregate - Spillway Channel Corner	1	LS	\$0	\$0	\$8,000	\$8,000	\$30,000	\$30,000	\$6,748	\$6,748
13	Control of Water - Cofferdam and Bypass Pumping	1	LS	\$0	\$0	\$13,750	\$13,750	\$40,000	\$40,000	\$11,325	\$11,325
14	Stainless Steel LLO Slide Gate - Installed	1	LS	\$0	\$0	\$22,500	\$22,500	\$40,000	\$40,000	\$33,469	\$33,469
15	Metalwork - Aluminum Access Grating Platform and SS Support Beam	1	LS	\$0	\$0	\$15,000	\$15,000	\$30,000	\$30,000	\$45,295	\$45,295
16	Metalwork - Aluminum Platform Railings	1	LS	\$0	\$0	\$33,000	\$33,000	\$7,000	\$7,000	\$10,945	\$10,945
17	Place Topsoil and Seeding	1	LS	\$0	\$0	\$25,000	\$25,000	\$28,000	\$28,000	\$30,000	\$30,000
A	SUBTOTAL (Sum of Items 1 through 17)				\$0	\$0	\$192,850	\$192,850	\$295,390	\$295,390	\$319,294
B	TOTAL BASE BID PRICE				\$85,365	\$85,365	\$192,850	\$192,850	\$295,390	\$295,390	\$319,294

*Cirone submitted a total bid price but did not provide a break down on the bid form.

ATTACHMENT 2

Bid and Qualification Evaluation

ATTACHMENT 3

CSS Bid Package with Clarified Responses

 **AIA** Document A310™ – 2010



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Commercial Sweeping Svcs, Inc.
30 Hardscrabble Heights
Brewster, NY 10509

SURETY:

(Name, legal status and principal place

of business) Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

OWNER:

(Name, legal status and address)

Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5% OF BID)

PROJECT:

(Name, location or address, and Project number, if any)

Rehabilitation of Lake Mahopac Dam; Contract #C287

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of September, 2023

Commercial Sweeping Svcs, Inc.

(Contractor as Principal)

(Seal)

(Witness)

(Title)

Old Republic Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Diana Toledo, Attorney-in-Fact

Init.



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Jeffrey P. Deldin, Diana Toledo, Raegan Guglielmo, Christopher Greene, Carol McTarsnay, William J. Paterno of Brewster NY

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances, or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate. Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of March, 2020.

Sheila M. Applegate
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of March, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



95 0046

Signed and sealed at the City of Brookfield, WI this 22nd day of September, 2023.

Sheila M. Applegate
Assistant Secretary

ORSC 11008 (6-93)

World Insurance Assoc. LLC

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

ADMITTED ASSETS

Bonds	\$2,326,284,958
Common stocks	627,463,625
Cash, cash equivalents and short-term investments	115,262,534
Bonds, short-term investments and cash held under retrospective rating agreements	105,056,403
Premiums and considerations – uncollected premiums and agents’ balances in the course of collection	602,971,511
Deferred premiums, agents’ balances and installments booked but deferred and not yet due	5,396,218
Accrued retrospective premiums	349,056
Funds held by or deposited with reinsured companies	638,986
Other amounts receivable under reinsurance contracts	260,166
Amounts recoverable from reinsurers	109,630,686
Electronic data processing equipment and software	179,308
Investment income due and accrued	21,938,565
Current federal and foreign income tax recoverable and interest	476,359
Receivables from parent, subsidiaries and affiliates	15,946,777
Other assets	9,347,078
TOTAL ADMITTED ASSETS	\$3,941,202,230

LIABILITIES AND SURPLUS

Losses	\$1,126,329,785
Reinsurance payable on paid losses and loss adjustment expenses	13,872,966
Loss adjustment expenses	210,945,288
Commissions payable, contingent commissions and other similar charges	7,498,635
Other expenses (excluding taxes, licenses and fees)	24,544,862
Taxes, licenses and fees (excluding federal income taxes)	74,000,945
Current federal income taxes	0
Net deferred tax liability	17,225,673
Unearned premiums	341,640,487
Dividends declared and unpaid – policyholders	2,111,997
Advance premium	2,982,586
Ceded reinsurance premiums payable (net of ceding commissions)	468,691,280
Funds held by company under reinsurance treaties	97,814,943
Amounts withheld or retained by company for account of others	104,180,894
Remittances and items not allocated	1,850,911
Provision for reinsurance	37,014,434
Payable to parent, subsidiaries and affiliates	3,516,079
Other liabilities	17,830,459
TOTAL LIABILITIES	\$2,552,052,224
Common capital stock	3,800,004
Surplus notes	165,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,126,480,580
SURPLUS AS REGARDS POLICYHOLDERS	\$1,389,150,006
TOTAL LIABILITIES AND SURPLUS	\$3,941,202,230

Securities carried at \$419,089,780 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

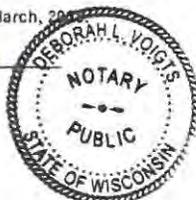
Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2022, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2022, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Karen J. Haffner, Vice President

Sworn to and subscribed before me this 16th day of March, 2023

Notary Public, State of Wisconsin
My Commission expires: July 31, 2023



State of _____ } ss.
County of _____ }
On this _____ day of _____, 19____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.
My commission expires _____ Notary Public

INDIVIDUAL
ACKNOWLEDGEMENT

State of _____ } ss.
County of _____ }
On this _____ day of _____, 19____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.
My commission expires _____ Notary Public

PARTNERSHIP
ACKNOWLEDGEMENT

State of New York } ss.
County of Putnam }
On this _____ day of September, 2023, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is the Perry Palazzetti of CSS the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
My commission expires _____ Notary Public
ANNAMARIE RUSSO
No. 01RU6255958
Qualified in Putnam County
My Commission Expires 02-21-2024

CORPORATE
ACKNOWLEDGEMENT

State of New York } ss.
County of Putnam }
On this 22nd day of September, 2023, before me personally came Diana Toledo to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Old Republic Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.
My commission expires _____

SURETY
ACKNOWLEDGEMENT

My commission expires _____
RM # 13
Raegan A. Guglielmo
Notary Public

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires 6/15/25

TOTAL AMOUNT BID

CONTRACT NO. C287

REHABILITATION OF LAKE MAHOPAC DAM

IN FIGURES \$ 192,850.00

IN WORDS One hundred ninety two thousand eight hundred fifty dollars and 0 cents.

(This total is for convenience in comparing Bids and is not an official part of this Bid. The official total for this Bid shall be established in accordance with Article 19.5 of the Instructions to Bidders.)

Bidder agrees that the Work will be substantially completed within the number of days indicated in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to substantially complete the Work on time.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this Bid.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
No 1	8/29/23		
No 2	9/14/23		

(THIS BID FORM SHALL NOT BE DETACHED FROM THE CONTRACT SPECIFICATIONS. THE ENTIRE CONTRACT SPECIFICATIONS SHALL BE RETURNED WITH THE EXECUTED BID)

BID FORM

BID FOR:

The Town of Carmel, Putnam County, New York
Rehabilitation of Lake Mahopac Dam
Contract No. C287

BID TO:

Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

BID FROM:

CSS

(Print or Type Name of Bidder)

(/A Corporation/A Partnership/An Individual/A Joint Venture/
[Bidder to strike out inapplicable terms.]

Involved Parties:

The undersigned Bidder offers and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that he/she has examined the Instructions to Bidders, all of the other Bidding Documents and all of the Contract Documents; that he/she has examined the actual site and locality where the Work is to be performed; that he/she has familiarized themselves with the legal requirements (federal, state and local laws, ordinances, rules and regulations); that he/she has made such independent investigations as they deem necessary; and that he/she has satisfied themselves as to all conditions affecting cost, progress or performance of the Work.

Bidder further agrees as follows: 1) that this Bid shall remain open and may not be withdrawn for the time period set forth in the Instructions to Bidders; 2) that Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security; and that, 3) upon acceptance of this Bid, Bidder will execute the Agreement and will furnish the required contract securities and insurance certificates within the time period(s) set forth in the Instructions to Bidders, which are incorporated herein by reference for full meaning and import.

The approximate quantities of Work to be performed under the proposed Agreement are set forth in the Bid Form. These quantities are to be considered as approximate only and are given solely for the comparison of Bids. The OWNER does not expressly or by implication agree that the actual amounts will correspond therewith but reserves the right to increase or decrease the amount of any item or portion of the Work as may be deemed necessary by the ENGINEER. The CONTRACTOR shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of Work actually done, or of material actually furnished, and the estimated quantities. The CONTRACTOR will be paid only for the actual quantities of Work performed at the Contract bid prices.

AMOUNTS TO BE SHOWN IN BOTH WORDS AND NUMERALS. IN CASE OF DISCREPANCY, AMOUNTS SHOWN IN WORDS WILL GOVERN.

In accordance with the above understandings and agreements, Bidder will complete the Work for the following sums:

Payment Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid Price in Figures	Item Amount in Figures
1	1 L.S.	General Requirements including Mobilization and Demobilization for the Rehabilitation of Lake Mahopac Dam for the Lump Sum Price of: <u>Eleven thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>11,000.00</u>
2	1 L.S.	Temporary Facilities and Controls for the Lump Sum Price of: <u>Seven hundred</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>700.00</u>
3	1 L.S.	Surveying for the Lump Sum Price of: <u>One thousand two hundred and fifty</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>1250.00</u>
4	1 L.S.	Erosion and Sediment Controls for the Lump Sum Price of: <u>Ten thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>10,000.00</u>
5	1 L.S.	Remove and Terminate Electrical Lines for the Lump Sum Price of: <u>One thousand and four hundred</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>1,400.00</u>
6	1 L.S.	Remove Existing Low Level Outlet Gate for the Lump Sum Price of: <u>Seven thousand and five hundred</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>7,500.00</u>
7	1 L.S.	Topsoil Stripping and Stockpiling for the Lump Sum Price of: <u>Six thousand and five hundred</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>6,500.00</u>

Payment Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid Price in Figures	Item Amount in Figures
8	1 L.S.	Tree, Stump, and Vegetation Clearing, Grubbing, and Root Removal for the Lump Sum Price of: <u>Twenty three thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>23,000.00</u>
9	260 C.Y.	Excavate and Stockpile Unclassified Excavation Materials from Embankment for the Unit Price of: <u>Six thousand and five</u> <u>hundred</u> Dollars and <u>0</u> Cents	\$ _____	\$ <u>6,500.00</u>
10	110 C.Y.	Place Reused Excavated Earth Fill for the Embankment for the Unit Price of: <u>Two thousand and seven hundred</u> <u>and fifty</u> Dollars and <u>0</u> Cents	\$ _____	\$ <u>2,750.00</u>
11	200 C.Y.	Furnish and Place Imported Earth Fill for the Embankment for the Unit Price of: <u>Five thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>5,000.00</u>
12	1 L.S.	Furnish and Place Aggregates for the Spillway Channel for the Lump Sum Price of: <u>Eight thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>8,000.00</u>
13	1 L.S.	Control of Water and Bypass Pumping for the Spillway for the Lump Sum Price of: <u>Thirteen thousand seven hundred</u> <u>and fifty</u> Dollars and <u>0</u> Cents	\$ _____	\$ <u>13,750.00</u>
14	1 L.S.	Furnish and Install New Low Level Outlet Sluice Gate and Operator for the Lump Sum Price of: <u>Twenty two thousand and five</u> <u>hundred</u> Dollars and <u>0</u> Cents	\$ _____	\$ <u>22,500.00</u>

Payment Item No.	Estimated Quantity	Brief Description of Items with Unit Bid Price in Words	Unit Bid Price in Figures	Item Amount in Figures
15	1 L.S.	Furnish and Install Metal Fabrications for the Spillway for the Lump Sum Price of: <u>Fifteen thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>15,000.00</u>
16	1 L.S.	Furnish and Install Metal Railings for the Low-Level Outlet Gate Access Platform for the Lump Sum Price of: <u>Thirtythree thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>33,000.00</u>
17	1 L.S.	Place Topsoil and Seeding for Disturbed Areas within Permanent Work for the Lump Sum Price of: <u>Twenty five thousand</u> _____ Dollars and <u>0</u> Cents	\$ _____	\$ <u>25,000.00</u>

PROJECT TOTAL LUMP SUM BID PRICE IN WORDS

One hundred ninetytwo-thousand - eight hundred fifty dollars and 0 cents.

PROJECT TOTAL LUMP SUM BID PRICE IN FIGURES

\$ 192,850.00

The following listed documents are to be submitted with and made a condition of this Bid.

- *1. Bid Security in the amount of (5% of the total bid price).
(\$ 192,850.00).
- *2. Certificate of Surety. (Prospective Bidders submitting anything other than a Bid Bond shall include a Certificate of Surety)
- *3. Certified Copy of Resolution of Board of Directors (if corporation).
- *4. Bidder's Qualification Statement with Supporting Data.
- *5. Non-Collusive Bidding Certification.
- *6. Certificate Pursuant to New York State General Municipal Law § 103-g
- *7. Certification by Bidder Regarding Equal Employment Opportunity.
- *8. Certification of Nonsegregated Facilities.
- *9. Site Visitation Statement.

*Forms included in Project Manual

Communications concerning this Bid shall be addressed to the Bidder at the following address:

CSS, 30 Handscrabble Hgts, Brewster, New York, 10509

The terms used in this Bid, which are defined in the General and Supplementary Conditions, have the meanings assigned to them in the General and Supplementary Conditions.

Respectfully submitted on September 22, 2023.

If BIDDER is:

An Individual

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

Business Address: _____

Phone No: _____

A Partnership

NA

By _____
(Firm's Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

Business Address: _____

Phone No: _____

A Corporation

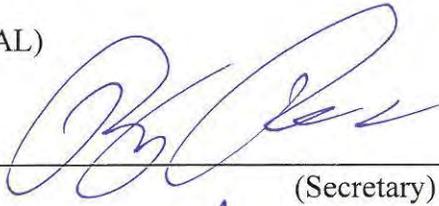
By CSS
(Corporation's Name)

New York
(State of Incorporation)

By 
(Signature of Officer Authorized to Sign)

Perry Palazzetti
(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest 
(Secretary)

Business Address: 30 Handscrabble Hqts
Brewster, New York, 10509

Phone No: 845.277.3780

A Limited Liability Company

By _____
(Limited Liability Company's Name)

(State of Limited Liability Company)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(LIMITED LIABILITY COMPANY SEAL)

Attest _____
(Secretary)

Business Address: _____

Phone No: _____

A Limited Liability Partnership

By _____
(Limited Liability Partnership's Name)

(State of Limited Liability Partnership)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(LIMITED LIABILITY PARTNERSHIP SEAL)

NA

Attest _____
(Secretary)

Business Address: _____

Phone No: _____

A Joint Venture

By _____
(Signature)

(Printed or Typed Name)

(Address)

By _____
(Signature)

(Printed or Typed Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

++ END OF SECTION ++

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS
OF

CSS

(Name of Corporation)

RESOLVED that

Perry Palazzetti

(Person Authorized to Sign)

President

(Title)

of

CSS

(Name of Corporation)

be authorized to sign and submit the Bid of this corporation for the following project:

Town of Carmel: Rehabilitation of Lake Mahopac Dam, Contract No. C287.

The foregoing is a true and correct copy of the resolution

adopted by

CSS

at a meeting

(Name of Corporation)

of its Board of Directors held on the

day of

20____.

By

Perry Palazzetti

Title

President

(SEAL)

This form must be completed if the Bidder is a corporation.

SITE VISITATION STATEMENT

I am Perry Palazzetti
(Name)

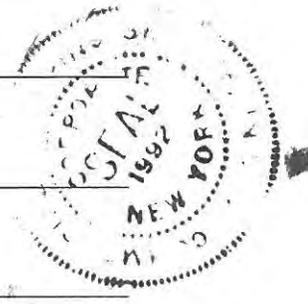
of CSS
(Firm or Corporation)

the Bidder making the Bid for the Construction of the Town of Carmel, Rehabilitation of Lake Mahopac Dam, Contract No. C287, and certify that I or my authorized representative has personally inspected the job site.

By: 
(Signature of Bidder)

President
(Title or Position)

(Seal, if Bid by Corporation)
Perry Palazzetti
(Printed or Typed Name of Bidder)



BIDDER'S QUALIFICATION STATEMENT

(Completion of this statement is required in advance of consideration for award of Contract.)

SUBMITTED TO:

The Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

SUBMITTED FOR:

Town of Carmel: Rehabilitation of Lake Mahopac Dam, Contract No. C287.

SUBMITTED BY:

Name: Perry Palazzetti / CSS

(Print or Type Name of Bidder)

(A Corporation/A Partnership/An Individual/A Joint Venture
[Bidder to strike out inapplicable terms.]

Address: 30 Hardscrabble Hgts, Brewster, NY 10509

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach separate sheets as required.)

1.0 How many years has your organization been in business as a general contractor?

31

- 2.0 How many years has your organization been in business under its present name?
31
- 3.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
n/a
- 4.0 Has any officer, partner, member, or manager of your organization ever been an officer, partner, member or manager of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
n/a
- 5.0 List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.
n/a
- 6.0 List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years.
- 7.0 List name, address, and telephone number of a reference for each project listed under Items 5.0 and 6.0, above.
Sheet attached.

8.0 List names and construction experience of the principal individuals of your organization.

Twentyfive years of heavy construction.

9.0 List the states and categories of construction in which your organization is legally qualified to do business.

*New York
Connecticut*

10.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

10.1 One surety: *Raegan Guglielmo 845.279.5151
World Insurance*

10.2 Two banks:

*Putnam County National Bank - 845.225.3651
Tompkins Community Bank - 845.278.1011 - Cathy Purdy - Manager*

10.3 Three major material suppliers:

*Carmel Winwater Works Co. 845.228.4086
Lawton Adams - 266 NY 100 Somers - 914.232.3275
Peckham Materials - 20 Kaarten Ave. WP - 914.949.2000*

11.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates assets, liabilities, and net worth.

11.1 Date of financial statement: *9.13.2023*

11.2 Name of firm preparing statement: *Grenier + Lender*

Dated at CSS this 22nd
day of Sept, 2023.

Perry Palazzetti
(Print or Type Name of Bidder)

By 

President
(Title)

(Seal, if corporation)

------(Affidavit for Individual)-----

_____ being duly sworn, deposes and says that:

- a) the financial statement, taken from Bidder's books, is a true and accurate statement of their financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate. *See attached*

Commercial Sweeping Service, Inc.
Profit & Loss Prev Year Comparison
 January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
310 · Sales	267,828.04
Total Income	267,828.04
Cost of Goods Sold	
402 · Purchases	35,032.69
404 · Subcontract Labor	11,500.00
Total COGS	46,532.69
Gross Profit	221,295.35
Expense	
510 · Other Salary & Wages	55,411.00
511 · Officers Salaries	5,359.34
521 · Advertising	1,800.00
523 · Automobile Expense	8,566.31
524 · Cable & Internet	236.97
527 · Bank Service Charges	24.48
538 · Depreciation Expense	100,803.00
549 · Utilities	1,471.85
550 · General Liability and Auto	38,507.30
551 · Workers' Comp & Disability	144.12
553 · Interest Expense	11,683.08
556 · Professional Fees	2,220.00
557 · Licenses and Permits	255.00
560 · Office Supplies	2,135.99
569 · Equipment Rental	11,467.75
572 · Repairs & Maintenance	6,123.72
576 · Supplies	342.46
581 · P/R Tax Exp	7,608.16
587 · Highway Road Tax	461.26
590 · Telephone	2,800.68
591 · Meals & Entertainment	113.28
620 · State Corp. Tax Exp	175.00
Total Expense	257,710.75
Net Ordinary Income	-36,415.40
Net Income	-36,415.40

Commercial Sweeping Service, Inc.
Balance Sheet Prev Year Comparison
As of December 31, 2022

	<u>Dec 31, 22</u>
Equity	
291 · Common Stock	25,500.00
293 · Paid in Capital	151,064.42
296 · Retained Earnings	-231,829.72
Net Income	-36,415.40
Total Equity	<u>-91,680.70</u>
TOTAL LIABILITIES & EQUITY	<u><u>283,746.36</u></u>

Birch Hill Water District	Birch Hill Brewster New York 10509	Levon Bedrosian	845.279.8203	168,000
Putnam County Sheriff Station	3 County Center Carmen New York 10512	Mark Rosa	203.417.5399	24,145.00
Bedford Hills Memorial Park	60 Haines Road Bedford Hills New York 10509	Miguel Roche	845.279.2220	234,295.00
Airport Park and Athletic Complex	Airport Road Mahopac New York 10541	Zal Pearson	845.225.9690	89,230.00
Teatown Lake Reservation	1600 Spring Valley Road Ossining New York 10582	Dr. Danielle Begley-Miller	937.733.8981	89,990.00

------(Affidavit for Partnership)-----

_____ being duly sworn, deposes and says that:

- a) he/she is a member of the partnership of _____;
- b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

Perry Palazzetti being duly sworn, deposes and says that:

- a) he/she is President of CSS
(Full Name of Corporation)
- b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for a Limited Liability Company)-----

_____ being duly sworn, deposes and says that:

- a) he/she is _____ of _____;
(Full Name of Limited Liability Company)
- b) he/she is familiar with the books of said Limited Liability Company showing its financial condition; c) the financial statement, taken from the books of said Limited Liability Company, is a true and accurate statement of the financial condition of said Limited Liability Company as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

-----Acknowledgment-----

Perry Palazzetti being duly sworn, deposes and says
that he/she is President of CSS
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf
of

() himself/herself; () said partnership; said corporation; () said limited liability company

Sworn to before me this 22 day of September 2023,
in the County of Putnam State of New York.

ANNAMARIE RUSSO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RU6255958
Qualified in Putnam County
My Commission Expires 02-21-2024

Anna Marie Russo
(Notary Public)

My commission expires: _____

(Seal)

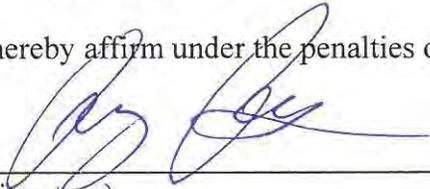
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid or Bids, the 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 purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other 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 opening, directly or indirectly, to any other bidder or 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.

(If this Bid is submitted by a corporate bidder): Attached hereto is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this Bid on behalf of the corporate bidder.

I hereby affirm under the penalties of perjury that the foregoing statement is true.



(Signature)

Perry Palazzetti - President

(Print Name and Title)

CSS

(Bidder)

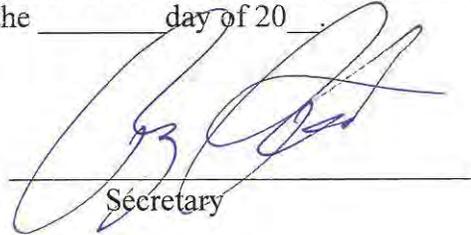
30 Hardscrabble Hgts, Brewster NY 10509

(Address)

CORPORATE NON-COLLUSIVE RESOLUTION

Resolved that Perry Palazzetti be authorized to sign and submit the Bid of this corporation for CSS to the Town of Carmel and to include in such Bid the certificate as to non-collusion required in section 103-d of the New York State General Municipal Law as to the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its Board of Directors held on the _____ day of 20__.



Secretary

The corresponding certification form to be required:

**CERTIFICATION PURSUANT TO NEW YORK STATE
GENERAL MUNICIPAL LAW § 103-g**

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

I hereby affirm under the penalties of perjury that the foregoing statement is true.



Signature

Perry Palazzetti - President

Print name and Title

CSS

Bidder

30 Handscrabble Hgts, Brewster, NY 10509

Address

CORPORATE RESOLUTION

Resolved that Perry Palazzetti be authorized to sign and submit the Bid of this corporation for CSS to the Town of Carmel and to include in such Bid the certificate required in section 103-g of the New York State General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by
_____ Corporation at a meeting of its Board of Directors held on the
12th day of March, 2019



Secretary

CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Perry Palazzetti
(Name of Bidder)

NYS Dam No: 213-4462
(Grant or Project No.)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Each Bidder is required to state in their Bid whether they have participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether they have under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

CONTRACTOR's Name: Perry Palazzetti

Address: 30 Hardscrabble Hgts, Brewster, New York, 10509

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES NO

If YES, state what reports were filed and with what agency.

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
YES NO

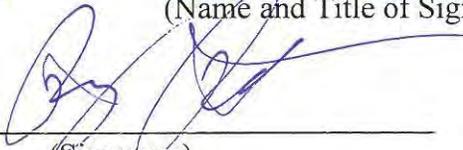
4. If answer to Item 3 is "NO", please explain in detail on reverse side of this certification.

N/A

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001).

Perry Palazzetti - President

(Name and Title of Signer - Please Type or Print)



(Signature)

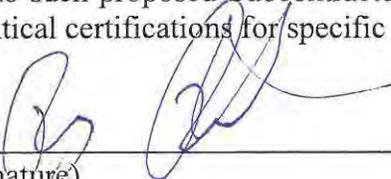
9.22.23

(Date)

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts, exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this Bid, the Bidder, Offeror, Applicant, Contractor or Subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder, Offeror, Applicant, Contractor or Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. Bidder, Offeror, Applicant, Contractor or Subcontractor further agrees that (except where they have obtained identical certifications from proposed Subcontractors for specific time periods) they will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certifications in their files; and that they will forward the notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).



(Signature)

9.22.23

(Date)

Perry Palazzetti - President

(Name and Title of Signer - Please Type or Print)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

C333431

FILED
2003 JUN 1 PM 1:58

CERTIFICATE OF ASSUMED NAME
OF

Commercial Sweeping Service, Inc.
Pursuant to §130, General Business Law

FILER'S NAME AND MAILING ADDRESS

Harold Tevelowitz

3 Valdey Road
Thornwood, NY 10594

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$25 fee. The Department of State also collects the following additional county clerk fees for each county in which a corporation does or transacts business: \$100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and \$25 for each county outside New York City. All checks over \$500 must be certified.

(File Office Use Only)

JUL 01 2003

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUL 03 2003

Amount of Certificate \$ 25

Amount of Fee \$ 25

County Fee \$ 25

Copy Fee \$ 10

Spec Handle \$ C

Spec Handle \$ F 25

By: ml

199199

9203 12000316

ml

50

DELANEY

2

RECEIPT OF DEPARTMENT OF STATE

S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

162 WASHINGTON AVENUE
ALBANY, NY 12231

FILING RECEIPT

CORPORATION NAME: COMMERCIAL SWEEPING SERVICE, INC.

INCORPORATION TYPE : INCORPORATION (DOM. BUSINESS)

COUNTY: WEST

REGISTERED OFFICE COMPANY : XL CORPORATE SERVICES, INC.

DATE: 03/12/1992 DURATION: PERPETUAL CASH #: 920312000360 FILM #: 920312000361

LESS FOR PROCESS

CORPORATION
COLUMBUS AVENUE
KISCO, NY 10549

REGISTERED AGENT



CHECK: 200 NPV

DEBIT	FEES	160.00	PAYMENTS	
URIE VETERE, ESQ. HOLLOW ROAD ONY BROOK, NY 11790	FILING : TAX : CERT : COPIES : HANDLING :	125.00 10.00 0.00 0.00 25.00	CASH : CHECK : BILLED :	
			REFUND :	

025 (11/89)

No. of Shares Authorized

Name **COMMERCIAL SWEEPING SERVICE, INC.**

Prof. 1st

(NAME OF ASSOCIATION, CORPORATION OR TRUSTEE)

Prof. 2nd

Address **33 Columbus Avenue, Mount Kisco, New York 10549**

Capital **200**

PERRY A. PALAZZETTI

President
Secretary of the
Trustee

COMMERCIAL SWEEPING SERVICE, INC.

(NAME OF ASSOCIATION, CORPORATION OR TRUSTEE)

do hereby certify that the ~~said~~ ^{association} ~~corporation~~ keeps a place for the sale, transfer or delivery of its stock at No. **33**

Columbus Avenue, in the city of **Mount Kisco**, New York.

Incorporated **March 12, 1992**, Laws of the State of **New York**

or
organized

President
Secretary
Trustee

STATE OF NEW YORK

PERRY A. PALAZZETTI

City of **Tarrytown**

County of **Westchester**

ss:

On this **23** day of **March**, 19 **92**, before me the subscriber,

personally came **PERRY A. PALAZZETTI**, to me known, and who being by me

duly sworn, did depose and say that he is the ^{Trustee} ~~President~~ of the ^{trust} ~~corporation~~ above named and that he executed the foregoing ~~corporation~~ ^{association} certificate on behalf of said ~~corporation~~ ^{association} pursuant to authority vested in him by a vote of the board of directors of said ~~association~~ ^{trustee}.

Notary Public
Commissioner of Deeds

(Certificate to be filed with the State Tax Commission, Albany, N. Y.
by Associations, Corporations and Trustees under Section 275-a Tax Law)
PRINTED BY JULIUS BLUMBERG, INC.

Keith Toombs

From: Keith Toombs
Sent: Tuesday, October 3, 2023 11:57
To: dig.it.css@gmail.com
Cc: Gregory Daviero
Subject: CSS Bid Package - Rehabilitation of Lake Mahopac Dam
Attachments: CSS 9 22 2023.pdf; Mahopac-Dam-BQS-2.pdf

Good morning, Anna.

As requested, I have attached the bid package submitted by CSS as well as a blank sheet BQS-2 (pdf page 20 in the package) for you. Please provide updated responses to questions 3, 4, 5, and 6 on the blank sheet as well as filling out the previous responses to questions 2 and 7. Please note on the sheet that the responses to these questions have been revised on October 3, 2023. If the answers for questions 3 or 4 are "Yes," please provide details as requested in the question.

Please return the updated sheet and any additional attachments, if necessary, by the EOB today.

Thanks,
Keith

Keith S. Toombs, PE
Project Engineer

Schnabel Engineering
O 518.348.8575 / D 518.387.3015 / C 607.437.5142
28 Corporate Drive, Suite 204
Clifton Park, NY 12065
schnabel-eng.com



Build Better. Together.

- 2.0 How many years has your organization been in business under its present name?
_____ *31 years*
- 3.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. *no*
- 4.0 Has any officer, partner, member, or manager of your organization ever been an officer, partner, member or manager of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. *no*
- 5.0 List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date. *none*
- 6.0 List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years.
see sheet attached.
- 7.0 List name, address, and telephone number of a reference for each project listed under Items 5.0 and 6.0, above.
See attached sheet.

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: October 3, 2023

Re: CWD#2 Filter Bag Replacement

Inframark, the operators for Carmel Water District # 2 (CWD 2), has advised the Engineering Department (Department) that filter screens at the water treatment plant (WTP) are outside of their serviceable life span and are beginning to tear and separate. There are three (3) filters at CWD 2, each with 19 filter screens.

As the Board is aware filtration at the CWD 2 WTP is completed by means of a Diatomaceous Earth (DE) system. One of the components of the system are the filter bags with cover the suction manifold and allows the DE to build up thus creating a filter layer. The tearing and separating of the filter bags result in a loss of DE and diminished filter capability which results in a reduction of finished water quality. These filter bags need to be replaced.

Because of the uniqueness and age of the CWD 2 WTP, Inframark is able to identify only one (1) manufacturer, Treatment Specialists, who can supply the requisite filter bags. Inframark requested and received the following cost for the filter bag installation:

- 40 (48"x60") filter bags are need for the three (3) filter units at a cost of \$298.67 per filter bag. Total cost \$11,946.80.
- 16 (48"x60") corner outlet filter covers at a cost of \$298.67 per filter bag. Total cost \$4778.72.
- Shipping cost \$310.00

The total cost for purchase and installation for the filter screens is \$17,035.52.

Inframark has indicated that the current filter screens are approximately two (2) years old and have a life expectancy of two (2) years.

This Department spoke with the Town of Carmel Comptroller and she indicated that there are sufficient funds in the CWD 2 budget for this work (see attached).

This Department requests that the Town Board authorize the purchase and installation of the filter bags from Treatment Specialist at a total cost of \$17,035.52. I request that this matter be placed on the next Town Board work session.

EXHIBIT "A"

**Sole Source Justification Form
Town of Carmel Procurement Policy**

Procurement Policy, Section V: Sole Source Procurement

A sole source procurement is justified when there is only one good or service that can reasonably meet the need *and* there is only one vendor who can provide the good or service.

Department: Engineering

Vendor name: Treatment Specialties

Goods or Services: Replacement Filter Bags

State the basis for identifying this vendor as a sole source, check any that apply:

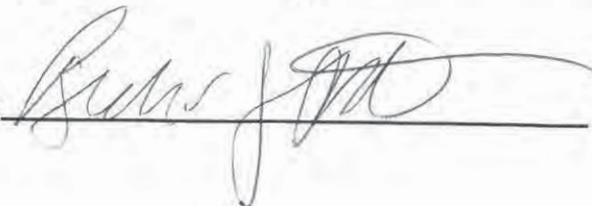
- The vendor is the manufacturer of the product and has no distributors.
- The vendor is the only reseller of the manufacturer's product in this geographic region.
- Item to be purchased is a supply for equipment which is under warranty, and use of any product other than specified will void the warranty.
- Item is proprietary and is additional product or software which must work with an existing system.
- This purchase will exceed \$10,000 and will require a Town Board Authorizing Resolution.

Other (provide explanation):

Purchasing Agent's signature for approval:



Department Head's signature for approval:



TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR
District: CWD 2

Inframark, LLC
2 Renwick Street
Newburgh, NY 12550
United States

T: +1 845 228 0460
www.inframark.com

Date of Request: 9-27-23

Quote Expires: 10-26-23

Item requested: D.E. filter bags and components. Attached quote does not calculate the total amount; it only specifies the amount per unit. The calculated total is shown below. This item was included in the 2023 budget.

Purpose of item: Necessary consumable items that have a lifespan of approximately 2 years for the membrane filter to maintain efficient filtration of water at CWD 2.

Estimated age of equipment to be replaced / repaired: 2 years

Estimated life expectancy of new equipment / repair: 2 years

Labor cost for installation and/or repair:

Vendor #1: Treatment Specialties / Mer-Made Filter Cost: \$16,725.52
(\$310.00 freight)

Vendor #2: Sole-source item and is custom made to fit by hand. Approved Town of Carmel vendor.
Cost:

Vendor #3: Cost:



TREATMENT SPECIALTIES

25 ARROW RD * RAMSEY, NJ 07446

PH: 201-236-1720 FAX: 201-236-0291

To: JACK

From: MARY ZIELINSKI

CO.: TOWN OF CARMEL

DATE: 9-26-2023, REVISED 10-2-23

RE: QUOTE 2023-0926A REVISED

PER YOUR REQUEST WE ARE PLEASED TO QUOTE THE FOLLOWING:

QTY	DESCRIPTION	PRICE
40	48 X 60 BIF STYLE CORNER OUTLET FILTER COVER WITH ZIPPER AND VELCRO SLEEVE OVER ZIPPER	\$ 298.67 EACH
16	48 X 60 CORNER OUTLET FILTER COVERS WITH ZIPPER AND VELCRO SLEEVE OVER ZIPPER	\$ 298.67 EACH
	PLUS ESTIMATED FREIGHT	\$ 310.00

DELIVERY APPROX 4-6 WEEKS A.R.O.

QUOTE VALID FOR 30 DAYS

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: 09-27-23 ~ CWD2 and CSD2 ~ Board Authorization
Date: Wednesday, September 27, 2023 11:49:43 AM
Attachments: [9-27-23 -- P.O. Request - CWD2 - DE Filter Bags.docx](#)
[9-26-23 -- P.O. Request - CSD 2 - Replacement Mixer.docx](#)

Rich,

Please see attached purchases that will require Board authorization. Both CSD2 and CWD2 have sufficient funds in the budget for this request.

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

10/11/2023 Work Session Agenda Item #9

*Richard J. Franzetti, P.E.
Town Engineer*



*(845) 628-1500
(845) 628-2087
Fax (845) 628-7085*

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: October 3, 2023

Re: CSD#2 Submersible Mixer Pumps 1st Stage activated sludge

Inframark, the operators for Carmel Sewer District # 2 (CSD 2), has advised the Engineering Department (Department) that 1st stage activated sludge basins mixers have reached their useful life expectancy and they are requesting to have the units replaced.

The Board should note that there are a total of six (6) mixers which are from the original plant build out (1996). Three (3) of the replacement mixers that are unrepairable (Assets 2758, 2759, and 2760) and the remaining three (3) will need to be replaced over the next two years.

Because of the uniqueness and age of the CSD 2, Inframark is able to identify only one (1) manufacturer, Fleet, who can supply the matching pump for this unit. Inframark requested and received a quote in the amount of \$18,521.00 for this mixer pump

Per the attached there are sufficient funds in the CSD 2 budget for this work.

This Department requests that the Town Board authorize the purchase and installation of the mixer pump as outlined above. I request that this matter be placed on the next Town Board work session.

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR
District: CSD 2

Inframark, LLC
2 Renwick Street
Newburgh, NY 12550
United States

T: +1 845 228 0460
www.inframark.com

Date of Request: 9-26-23

Asset ID #: 2758

Quote Expires: 10-21-23

Item requested: Qty. (1) - Replacement Flygt Submersible Mixer.

Purpose of item: To replace the inoperable and obsolete CSD2 1st Stage Activated Sludge Basins Mixers from Fleet. **Because of the cost, we are requesting to replace one at a time.**

There are a total of six (6) mixers. We currently need three (3) replacement mixers that are unrepairable. (Assets 2758, 2759, and 2760). We will eventually need to replace the other three over the next two years. All six mixers, which are dying out, are from 1996. They should last 20 years, with one rebuild in those years.

Estimated age of equipment to be replaced / repaired: 27 years

Estimated life expectancy of new equipment / repair: 20 years

Labor cost for installation and/or repair: n/a

Vendor #1:	Fleet	Cost: \$18,521.00
Vendor #2:	Sole Source	Cost:
Vendor #3:		Cost:

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: 09-27-23 ~ CWD2 and CSD2 ~ Board Authorization
Date: Wednesday, September 27, 2023 11:49:43 AM
Attachments: [9-27-23 -- P.O. Request - CWD2 - DE Filter Bags.docx](#)
[9-26-23 -- P.O. Request - CSD 2 - Replacement Mixer.docx](#)

Rich,

Please see attached purchases that will require Board authorization. Both CSD2 and CWD2 have sufficient funds in the budget for this request.

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184



September 21, 2023

Proposal# 230921-18-85

**Town of Carmel Sewer District #2
60 McAlpin Avenue
Carmel, NY 10541**

Attn: Gabe Dries/Inframark

Subject: Replacement Flygt Submersible Mixer.

Dear Gabe,

As per your request, Fleet Pump & Service is pleased to submit our proposal on the current Flygt Submersible Mixer to replace the existing "Obsolete" Flygt Model SR4451.010 that are used at your Facility.

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	Flygt Submersible Mixer Model SR4640.412 Standard Design, 304 Stainless Steel construction, 4HP, 460 volt three phase, 60Hz, 855RPM with 2" X 4" Stainless Steel Mast adapter and 50ft power cable.	\$18,521.00	\$18,521.00
2	1	Freight	\$ 250.00	\$ 250.00

Note: Price does not include applicable taxes.

Delivery: 8 to 10 weeks.

Freight: As noted.

Terms: See attached.

Validity: 30 days.

Please forward a **Purchase Order or Authorization on your Letter head**, if you wish to proceed with the above proposal.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Serge Agudow

Serge Agudow

914-804-5567

sagudow@fleetpump.com

Sales Engineer



Fleet Pump & Service Group, Inc.
455 Knollwood Road White
Plains, NY 10603

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. **Terms and Conditions Become Addendum to Agreement.** These General Terms and Conditions accompany the Proposal of Fleet Pump and Service Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. **Addendum Terms Control.** Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. **Payment Terms.** The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
4. **Progressive Payments Required.** All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. **No Credit Provided by Supplier.** Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. **No Retainage.** Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. **Overdue Balances.** In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. **Supplier Does Not Provide Warranties.** Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. **"Time of Essence" Provisions Not Applicable.** Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. **Liquidated Damages Provisions Not Applicable.** Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. **Limitation of Liability.** Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
12. **Indemnification Limited to Direct Cause.** Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. **Third Party Contracts Not Applicable.** Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
14. **Entire Agreement.** Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.

From: [Pasquerello, Anne](#)
To: Mahopac VFD New Members Friday,
Cc: October 6, 2023 12:36:11 PM
Subject:
Date:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

The Mahopac Volunteer Fire Department has accepted the following new members:

Hailee Madison Gustin
Carmel, Ny 10512

Christopher Pfaffenberger
Mahopac, Ny 10541

Edward Alberto Lewis
Mahopac, Ny 10541

Adam Michael Konwerski
Mahopac, Ny 10541

If you need anymore information you can contact us at chiefs@mahopacvfd.com.