

Richard J. Franzetti, P.E.  
Town Engineer



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

October 14, 2022

**TO: ALL PROSPECTIVE PROPOSERS**

**RE: TOWN OF CARMEL**

**R-2022-006 - SNOW AND ICE REMOVAL - SWAN COVE/CHAMBER PARK**

**VIA EMAIL - 6 Pages (including this page)**

Prospective Proposers:

Please find the following Addendum No. 1 for the above referenced project. The information in this addendum is intended to clarify, supersede, replace, or supplement the Request for Proposal Documents, and shall be made an integral part of the Contract. **This Addendum must be attached to each proposers Contract Documents and submitted along with their proposal.** Thank you for your cooperation.

Sincerely,

Richard J. Franzetti, P.E.  
Town Engineer

Enclosures: Addendum No. 1

October 14, 2022

R-2022- 006 - SNOW AND ICE REMOVAL - SWAN COVE CHAMBER PARK - Addendum 1

**ADDENDUM NO. 1**

The following revisions are to be made and incorporated into the request for proposal:

1. A new set of specifications is provided. The changes include the following:
  - a. Sealed proposals must be submitted to the Town Engineer's office no later than 11:00 a.m. on Thursday, October 27, 2022.
  - b. The contractor **will not be** required to pay New York State Prevailing Wage in accordance with New York State Labor Law and is therefore not required to provide certified payrolls.
  - c. The contractor **is not required** to provide Bid, Performance and Labor and Material Bonds
  - d. The Contract will be for a one (1) year period, commencing the date the contract is signed, with renewal options by the Town for two (2) additional one (1) year periods. Renewals shall be unilateral at the sole option of the Town of Carmel.
  - e. Contractor may submit monthly payment requisitions. The snow removal period is from November 15 to May 15 of the following year.

Richard Franzetti, P.E.  
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*Office of the Town Engineer*  
60 McAlpin Avenue  
Mahopac, New York 10541

October 7, 2022  
Revised October 14, 2022

**NOTICE TO VENDORS**  
**SNOW AND ICE REMOVAL- SWAN COVE AND CHAMBER PARK**  
**2022/2023**  
**R2022-006**

Dear Sir or Madame:

The Town of Carmel is currently seeking proposals for snow and ice removal at Swan Cove and Chamber park in accordance with the attached specifications

Sealed proposals must be submitted to the Town Engineer's office no later than 11:00 a.m. on Thursday, October 27, 2022.

If you have any question, please contact Robert Vara at 845-628-1500 ex. 183

Sincerely,

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Richard Franzetti, PE  
Town Engineer

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Tel: (845) 628-1500 Fax: (845) 628-7085 email [rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)

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**SNOW REMOVAL AT SWAN COVE AND CHAMBER PARK  
SPECIFICATIONS R2022-006**

1. Snow/Ice to be removed from asphalt surfaces and sidewalks as shown on sketch.
2. Removal must be completed by 7:30 AM all days of the week including holidays.
3. Contractor must deploy salt as necessary to de-ice. Deiced condition must be maintained throughout season. It shall be contractor's responsibility to monitor the area to deploy removal and de-icing as necessary.
4. Contractor must maintain removal while any storm is in progress and shall not allow more than 2" of precipitation to accumulate.
5. Contractor is NOT to maintain ingress to Bank drive through.
6. Contractor must provide insurance in accordance with Schedule "A"
7. This is a lump sum seasonal price. The contractor bears the risk of work required based upon weather.
8. Contractor may submit monthly payment requisitions. The snow removal period is from November 15 to May 15 of the following year.
9. The Contract will be for a one (1) year period with renewal options by the Town for two (2) additional one (1) year periods. Renewals shall be unilateral at the sole option of the Town of Carmel.

Enter your Lump Sum Price for Below:

**Year one 2022/2023**

\$ \_\_\_\_\_  
Numbers

\_\_\_\_\_  
Words

**Year two (unilateral at the sole discretion of the Town of Carmel) 2023/2024**

\$ \_\_\_\_\_  
Numbers

\_\_\_\_\_  
Words

**Year three (unilateral at the sole discretion of the Town of Carmel) 2024/2025**

\$ \_\_\_\_\_  
Numbers

\_\_\_\_\_  
Words

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **SCHEDULE A**

### Town of Carmel

#### Insurance Requirements – Contractors

- I. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. Before any of the work is started under this contract, the contractor shall file with the municipality a certificate(s).
- II. The policy naming the municipality as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - Provide for 30 days' notice of cancellation.
  - State that the contractors' coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
  - The municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the municipality for any applicable deductibles.
- IV. Required Insurance:
  - Commercial General Liability Insurance  
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - Automobile Liability  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. \$1,000,000 contracts above \$100,000.
  - Workers' Compensation  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - Owners/Contractors Protective Insurance

## Schedule A (continued)

(Required for construction projects in excess of \$500,000). \$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.

- Excess Insurance

Limits depending on the size of the project: \$1,000,000 limit for contracts above \$100,000, \$3,000,000 limit for contracts above \$250,000, and \$5,000,000 limit for contracts above \$500,000.

- Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

- If any work is to be subcontracted, the proposed subcontractor must be reviewed with the municipality prior to acceptance.

- Professional Errors & Omission Insurance

All Professional Consultants such as Engineers, Architects, Surveyors, Contractor Construction Managers, Environmental, Attorneys and Accountants.

\$1,000,000 per occurrence/\$2,000,000 Aggregate for negligent professional acts of the consultant.

- V. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.