

Richard J. Franzetti, P.E.
Town Engineer



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

March 9, 2021

**NOTICE TO VENDORS
LAKE SECOR PARK DISTRICT
SYCAMORE PARK
HYDRORAKING
CONTRACT YEARS 2022, 2023, 2024 (2025, 2026 optional)
R2021-005**

SPECIFICATIONS

The contractor agrees to provide all necessary tools and equipment required for the hydro-raking of Lake Secor and Sycamore Park Beach areas.

Contractor reports to and works with the Town of Carmel Engineering Department as directed and is responsible for reporting all problems/ concerns to the Town of Carmel Engineering Department.

Site Descriptions

Lake Secor is a 49 acre pond located in the Town of Carmel, Putnam County, NY as shown in Figure 1. Lake Secor is a shallow pond with an average depth of just 7.5 feet and a maximum depth of 12.5 feet as shown in Figure 2. Due to these morphometric features and others the lake supports dense growth of a variety of submersed aquatic macrophytes. Based on the results of the vegetation survey performed by Aquatic Control Technology, Inc. the submersed plant assemblage is dominated by (listed in relative order of abundance) large-leaf pondweed (*Potamogetan amplifolius*), Eurasian watermilfoil (*Myriophyllum spicatum*) and waterlilies (*Nuphar* and *Nymphaea*). At the time of the survey the density of the submersed plant growth was relatively low compared to the reported maximum summertime densities, however as in the past, in many areas nuisance levels of vegetation extended from the shore outward (30-50 ft), limiting access along the shoreline.

Long Pond is a 52 acre pond located at Sycamore Park in the Town of Carmel, Putnam County, NY as shown in Figure 4. Long Pond Lake has a mean depth of 12.1 feet and a maximum depth of 30 ft feet as shown in Figure 5. Due to these morphometric features and others the lake supports dense growth of a variety of

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G:\Engineering\Contracts and RFPs\R2021-005- Hydroraking Lake Secor and Sycamore Park\R2021-005 Hydroraking Lake Secor and sycamore Park specs .doc

submersed aquatic macrophytes. A 1987 study identified pond weeds (*Potamogeton robbinsii* and *Potamogeton amplifolius*), waterlilies (*Nymphaea odorata*), large-leaf pondweed and bladderwort (*Utricularia purpurea*), as the four (4) most abundant macrophytes in Long Pond Lake.

At the time of the survey the density of the submersed plant growth was relatively low compared to the reported maximum summertime densities, however as in the past, in many areas nuisance levels of vegetation extended from the shore outward (30-50 ft), limiting access along the shoreline.

Hydro-raking Program

The areas in Lake Secor for the removal of nuisance aquatic vegetation are provided in Figure 3. The areas include the Lake Secor Park District Beach Area, located along the southwest shore of the lake and a number of lakefront property owners have also expressed interest in contracting the Hydro- Rake for limited vegetation clearing of their individual shorefronts.

The following areas are proposed for Hydro-Raking:

- Priority Areas - Town/ Lake Secor Park District Beach Area located on the southwest shoreline. This area totals approximately 0.5 acres in size. All vegetation and debris removed from this area will be deposited directly on the beach where it will be left to dewater before being removed and taken to a permanent upland disposal area by the Town.
- Secondary Areas - In addition to the Town Beach Area, seven (7) shoreline property owners are seeking permit approval to clear their individual shoreline beach areas. The locations of the property owners are shown on Figure 2. The work areas are expected to vary between 5,000 and 10,000 square feet per property and the total cumulative work area for individual properties are not expected to exceed 1.5 acres. Should the Property Owner wish to engage the services of the contractor then this will be considered a private transaction between the property owner and the contractor, and no billing shall be made to the Town of Carmel.

The area in Long Pond Lake for the removal of nuisance aquatic vegetation are provided in Figure 6. The area includes the Sycamore Park Beach Area, located along the northeast shore of the lake. This area totals approximately 0.5 acres in size. Vegetation and debris removed from this area will be deposited directly on the beach where it will be left to dewater before being removed and taken to a permanent upland disposal area by the Town.

PAYMENT

Contractor shall be paid in one (1) installment upon the completion of all Town of Carmel Work at both locations. Contractor must submit separate invoices for Lake Secor and Long Pond.

DURATION

This contract shall be effective for the term of three (3) years, commencing on or about May 1, 2022 and ending on or about April 30, 2025. **The Town of Carmel shall have the unilateral option, at the sole discretion of the Town of Carmel to extend the contract for two one year periods.**

MODIFICATIONS

This contract may not be changed or modified except in writing.

INSURANCE REQUIREMENTS

In accordance with Schedule "A" attached.

SUBMISSION OF PROPOSALS

Proposals must be submitted to the Office of the Town Engineer no later than 11:00 AM on Friday, April 9, 2021. Proposals must be in a sealed envelope and marked as follows: Your proposal must include a fully executed "NON –COLLUSIVE BIDDING CERTIFICATION" (attached).

" ATTENTION: Robert Vara, Engineering Projects Coordinator"

"Proposal for " **LAKE SECOR PARK DISTRICT-SYCAMORE PARK DISTRICT HYDRORAISING- R2021-005**"

If you have any questions regarding this RFP, please contact the Town of Carmel Engineering Department at 845-628-1500.

PROPOSAL SUBMISSION SHEET
R2021-005
HYDRORAKING LAKE SECOR AND SYCAMORE PARK
MAINTENANCE 2022, 2023, 2024 (2025, 2026 optional)

1. Amount bid 2022 (Lake Secor) \$ _____

_____ Amount bid in words

2. Amount bid 2022 (Long Pond) \$ _____

_____ Amount bid in words

3. Amount bid 2023 (Lake Secor) \$ _____

_____ Amount bid in words

4. Amount bid 2023 (Long Pond) \$ _____

_____ Amount bid in words

5. Amount bid 2024(Lake Secor) \$ _____

_____ Amount bid in words

6. Amount bid 2024(Long Pond) \$ _____

_____ Amount bid in words

YEARS 2025 and 2026 SHALL BE AT THE SOLE OPTION OF THE TOWN OF CARMEL

7. Amount bid 2025(Lake Secor) \$ _____

_____ Amount bid in words

8. Amount bid 2025(Long Pond) \$ _____

_____ Amount bid in words

9. Amount bid 2026(Lake Secor) \$ _____

_____ Amount bid in words

10. Amount bid 2026 (Long Pond) \$ _____

_____ Amount bid in words

Submitted By: _____

Title: _____

Applicants Legal Address:

Signature

Date

TOWN OF CARMEL

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the undersigned bidder(s) (certified) (certify) that to the best of (his) (their) knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any competitor.
- (b) 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 to any competitor; and
- (c) 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.

IN WITNESS WHEREOF, (we) (I) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the _____ day of _____ 20 _____.

(Signature of Individual Signing Bid) _____

by _____

CONTRACT

FOR

**LAKE SECOR PARK DISTRICT-SYCAMORE PARK DISTRICT HYDRORAKING-
R2021-005”**

BY AND BETWEEN THE TOWN OF CARMEL AND

THIS AGREEMENT, made this _____ day of _____, 20__, by and between _____ a corporation organized and existing under the laws of the State of New York with offices at _____, hereinafter called the “Contractor” and the Town of Carmel, a municipal corporation of the State of New York, with offices located at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541, hereinafter called the “Owner”.

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto numbered _____.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the stated prices stipulated in the bid for the respective items of work completed.

Article 3. Contract Documents. The Contract Documents shall consist of the following, as applicable, (including their attachments and exhibits):

- a. This Agreement
- b. Addenda (if any)
- c. Specifications
- d. Drawings
- e. Signed copy of Bid, with all attachments required for bidding
- f. Certificates of Insurance

THIS AGREEMENT, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

Article 4. Site Investigation. The Contractor hereby covenants and expressly agrees that he has full knowledge of the site, plans, specifications, contractual documents, conditions and circumstances relating to or affecting performance of work contemplated and covered by this Contract.

Article 5. Acceptance. The Contractor hereby covenants and agrees that affixing of his signature to this Contract constitutes acceptance without reservation of and full intent to comply with the Contract, Drawings, Specifications, Shop Drawings and Contractual Documents of this Contract.

Article 6. Term. The contract term shall be as provided for in the specifications.

Article 7. Termination. The Town, upon ten (10) days' notice to CONTRACTOR, may terminate this Agreement in whole or in part when the TOWN deems it to be in its best interest. The CONTRACTOR, upon thirty (30) days' notice to the Town may terminate this Agreement in whole or in part when CONTRACTOR deems it to be in its best interest.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

ATTEST:

BY _____

TITLE _____

(Affix Corporate Seal Here)

TAX ID # _____

TOWN OF CARMEL

(Owner)

BY: KENNETH SCHMITT
TOWN SUPERVISOR

STATE OF NEW YORK)
COUNTY OF PUTNAM)

ss:

On the _____ day of _____, 20__, before me personally came Kenneth Schmitt to me known, who, being by me duly sworn, did depose and say that he resides in Mahopac, New York; that he is the Supervisor of the Town of Carmel, the municipal corporation described in the foregoing instrument and that her signature was affixed pursuant to a resolution of the Town Board of the Town of Carmel enacted on _____.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF PUTNAM)

ss:

On the _____ day of _____, 20__, before me personally came _____, to me know, who, being by me duly sworn, did depose and say that he resides at _____,
That he is the _____ of _____, the corporation described in and which executed the foregoing 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 the said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

SCHEDULE A

Town of Carmel, Putnam County, NY

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
(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

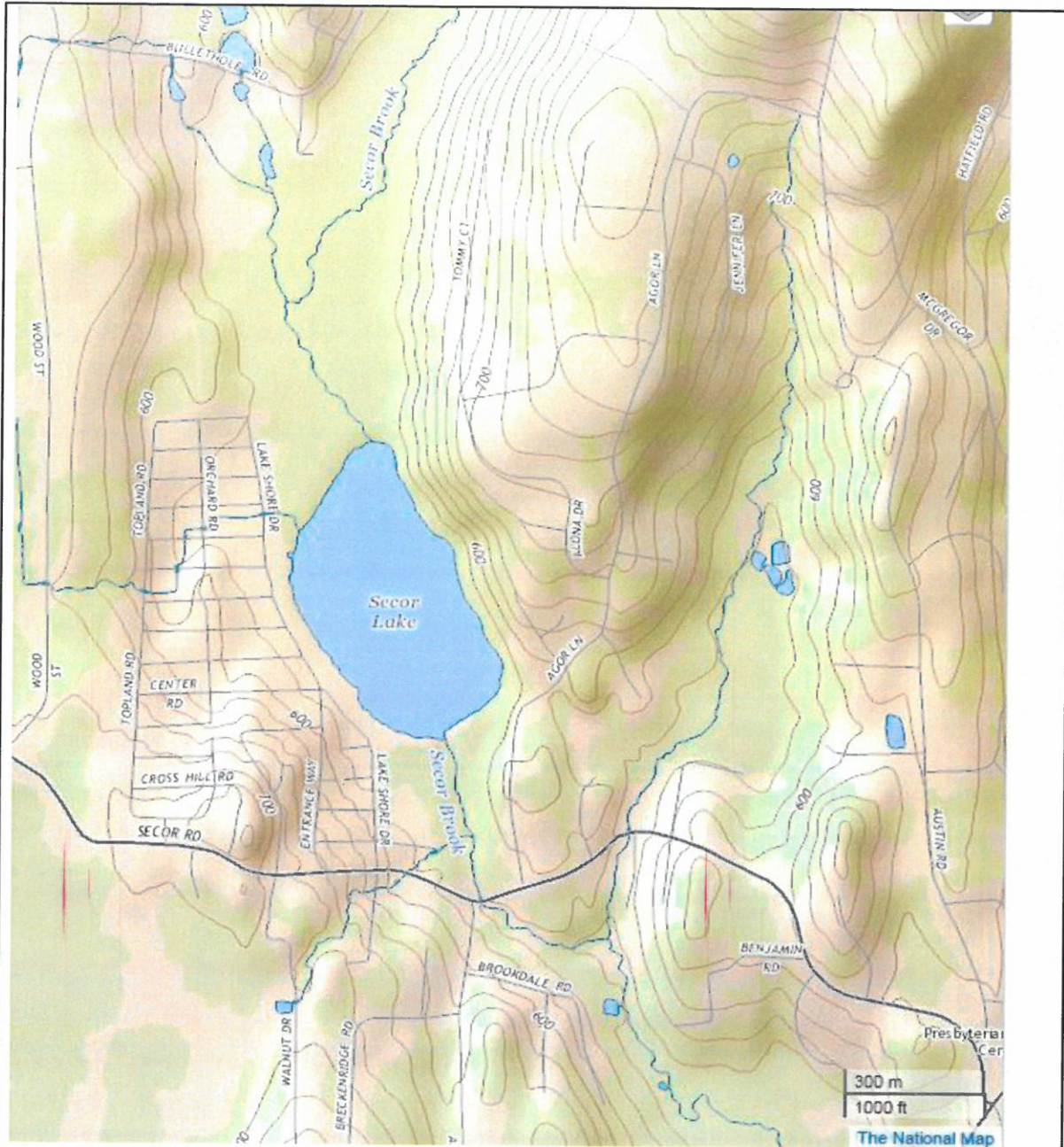
If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

- 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.




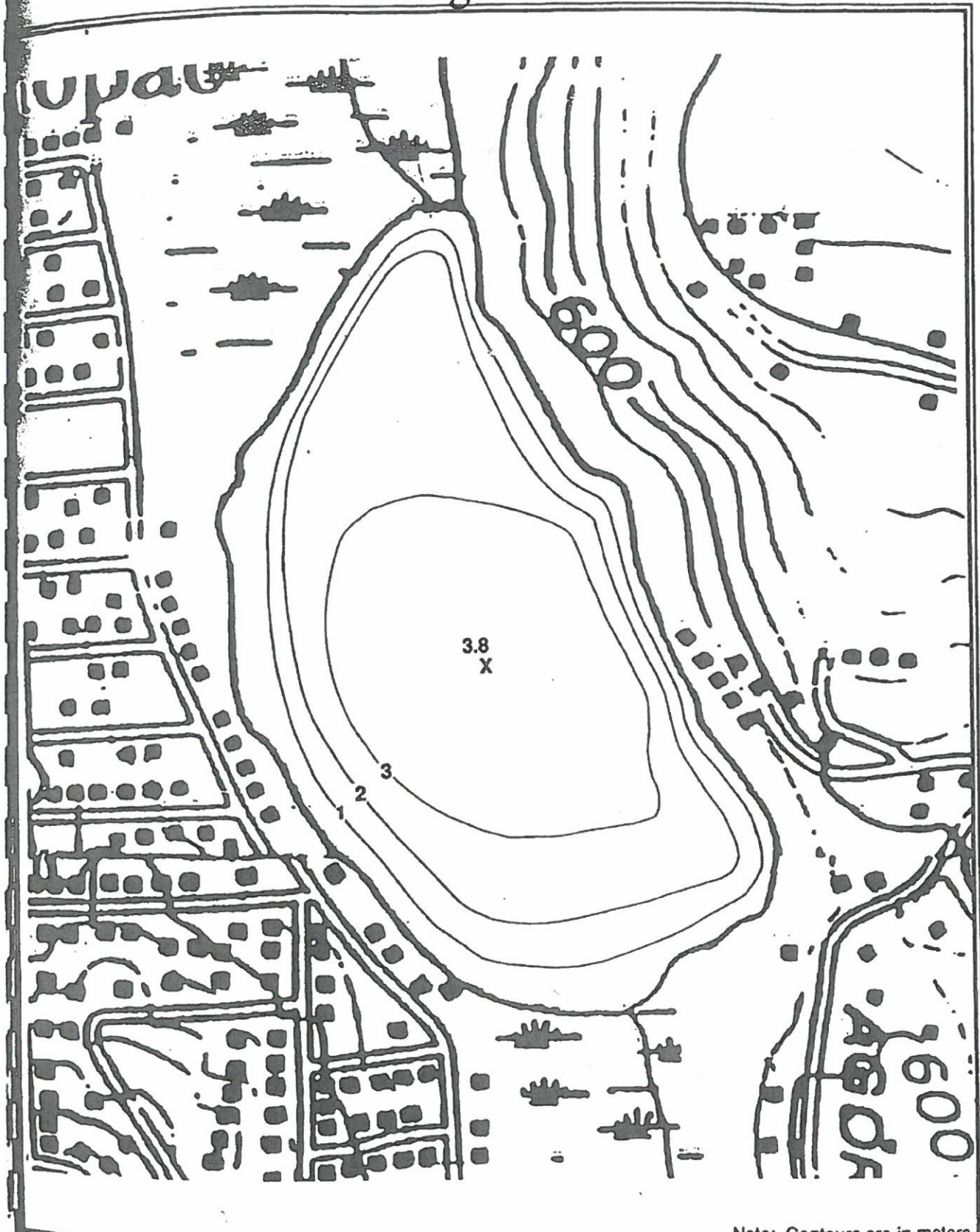
<p>PROJECT: Site Location Map</p> <p>Lake Secor Hydro Raking Permit Renewal</p> <p>NTS</p>	<p>PREPARED BY:</p> <p>TOWN OF CARMEL ENGINEERING DEPARTMENT 60 McAlpin Avenue Mahopac, New York 10541</p> 
<p>FIGURE 1</p> <p>SOURCE: USGS - Mohegan Lake and Oscawana Lake Quadrangles</p>	

Figure 2



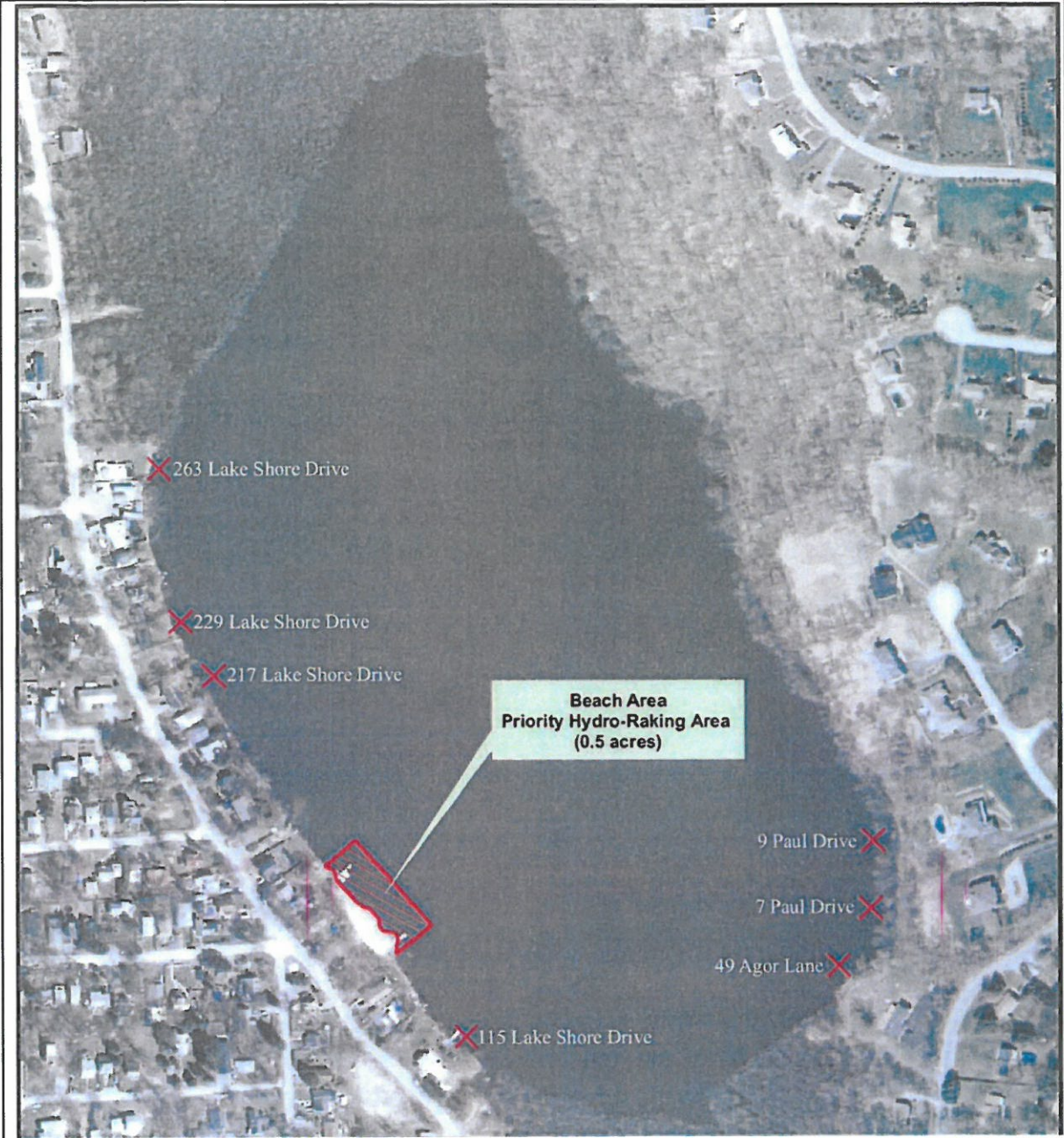
Note: Contours are in meters

Secor Lake
BATHYMETRIC MAP

SCALE 1:4,512
Source: U.S.G.S. Quadrangle

iep inc.

Figure



PROJECT:

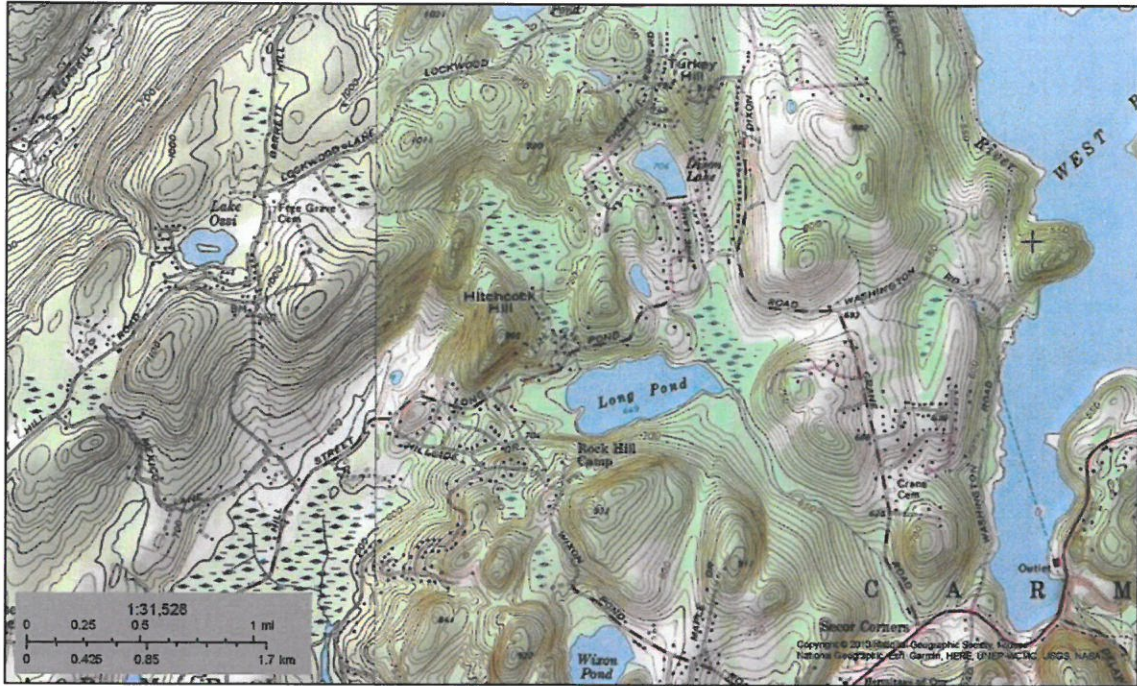
Lake Secor Hydro Raking Map

PREPARED BY:

TOWN OF CARMEL
ENGINEERING DEPARTMENT
 60 McAlpin Avenue
 Mahopac, New York 10541

FIGURE 3





October 21, 2020

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper.

PROJECT:

Site Location Map
Long Pond Hydroraking

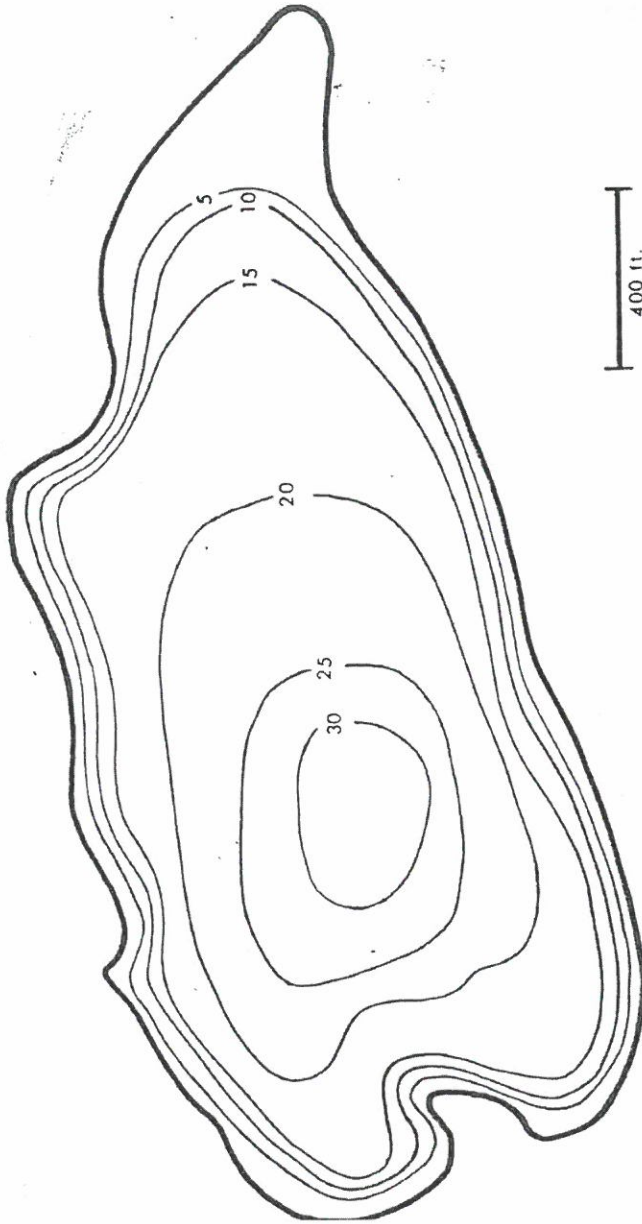
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Figure 4

Source: USFWS NWI Topography





PROJECT:

Long Pond Bathymetric Map

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Figure 5





PROJECT:
 Long Pond Hydroraking Map

Figure 6

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