

**Town Board Meeting
Town of Bergen
April 22, 2014**

I Call to Order 7:00pm.

Prayer Almighty God, grant us wisdom that we may remember as we work, that we are servants of our constituency and all our decisions should be in the best interests of the Town and its citizens, entirely unblemished by any thoughts of personal benefit. Bless us with tolerance and understanding for opinions differing from our own and help us keep an open mind in gathering information before voting on all issues. Help us overcome any ignorance of our duties and enable us to learn more of the intricacies of the roles we have assumed. May we rest assured to know You are with us and will guide us through all we do. Amen.

Pledge to the flag

II Privilege of the Floor - None scheduled

III Approval of Meeting Minutes for - April 8th. 2014

IV Communications:

1. Copy of letter from MCWA to Dilcher Excavating & Contracting, LLC, Re: Bissell Road water extension.
2. Draft RFP for Door & Window replacement at 13 S. Lake Street.
3. Notice of Issuance of Explosive Magazine Certificate to Sheard Farms from NY Dept. of Labor.

V Board Members' items for addition to the agenda

VI Reports:

- Zoning / Code Enforcement
- Highway

-Committees

- Highway & Parks
 - Briefing from 4/14/14 meeting.
- Buildings
 - Briefing from 4/21/14 meeting
- Village Relations
 - Next meeting TBA.

VII Old Business:

VIII New Business:

- Discuss RFP for Door & Window replacement at 13 S. Lake Street

IX Next Meeting Day: - Regular Meeting Tuesday May 13th, 2014, at 7:00 PM in the Courtroom,
Audit of the bills at 6:45 PM

X Adjournment:



MONROE COUNTY WATER AUTHORITY

P.O. Box 10999 • 475 Norris Drive • Rochester, New York 14610-0999

Phone: (585) 442-2000 Fax (585) 442-0220

①

April 10, 2014

Dilcher's Excavating & Contracting, LLC
Attn: Martin Dilcher
7050 Old State Rd
Bergen, NY 14416

Re: Bissell Road WM Ext
TOWN OF BERGEN

File: DME # 14002

Dear Developer:

Guarantee Period. Inspection of your project was completed on April 10, 2014. The installation of the water mains and appurtenances was in accordance with the Water Authority's rules and regulations. All valves and hydrants operate properly and the system is active. Any problems arising from this date until the end of the guarantee period, April 10, 2015, shall be your responsibility for repair, as stated in the Main Extension Agreement.

Final Inspection. The project will be inspected two months before the end of the guarantee period. This inspection will include:

- the location and grade of valve boxes, curb boxes and hydrants (all facilities must be adjusted flush with the final established grade) and,
- the condition of all facilities.

You are responsible for the appropriate repairs or adjustments at that time.

Sincerely,

Heidi Young
Engineering Department

cc: Marathon Engineering

TOWN OF BERGEN

04/21/14
DSE

TOWN OF BERGEN



10 Hunter Street, Bergen, New York 14416
(585) 494-1121 Town Hall
<http://www.bergenny.org/>

REQUEST FOR PROPOSAL

The Town of Bergen, New York, will be accepting bid proposals for Door and Windows replacement at the "Byron Bergen Public Library" 13 S. Lake Street, Bergen, NY, 14416. All proposals must be submitted in a sealed envelope plainly marked:

"Byron Bergen Public Library" Door and Windows replacement
Town of Bergen
PO Box 249
Bergen, NY 14416
Attn: Town Clerk

Contact information:
Joe Nenni, Councilman
jnenni4@gmail.com
(585) 409-4865

Bids will be accepted until 3:00p.m., Monday, May 19, 2014 by the Bergen Town Clerk, 10 Hunter St., P.O. Box 249, Bergen, NY 14416-0249 at which time they will be opened and read aloud.

"This is a public works project and all aspects of Articles 8 and 9 of the NYS Labor Law (Prevailing Wages) are applicable."

All bid proposals must be made on the proposal form supplied, and the proposal form must be completed fully when submitted, and contain the following attachments:

1. Certificate of Insurance
2. Non-Collusion Statement

Introduction

The Town of Bergen is soliciting Statements of Qualifications and Requests for Proposals for the "Byron Bergen Public Library" Door and Windows replacement at 13 S. Lake St, Bergen, N.Y. 14416

Scope of Services

The Town of Bergen will engage the services of one contractor for the following:

1. Removal of six windows and one emergency exit door. All demo material to be removed off site by Contractor.

- A. Contractor to Demo and remove one-first floor window on the front side (west side) of the Building (Assessors office)
- B. Contractor to Demo and remove two-second floor exiting double hung windows on the front side (west side) of the building.
- C. Contractor to Demo and remove two-first floor window on the backside (east side) of the Building (meeting room & bookkeeper office) as well as the exiting exterior emergency door (meeting room).
- D. Contractor to Demo and remove one first floor window on the (north side) of the Building (bookkeeper office)

2. Install six new double hung windows and one exterior emergency exit door.

A. Contractor to install a new double hung window on the first floor front side (west side) of the Building (Assessors office) 200 TW series Anderson pre-finished white interior and exterior smart sun glass window, with siding and paint to match the existing three new windows that were installed in 2012

B. Contractor to install two-second floor double hung windows on the front side (west side) of the building 200 TW series Anderson pre-finished white interior and exterior smart sun glass window, with siding and paint to match the existing three new windows that were installed in 2012

C. Contractor to install two- first floor double hung windows on the backside (east side) of the Building (meeting room & bookkeeper office) 200 TW series Anderson pre-finished white interior and exterior smart sun glass window, with siding and paint to match the existing three new windows that were installed in 2012

D. Contractor to install a new double hung window on the first floor on the (north side) of the Building (bookkeeper office) 200 TW series Anderson pre-finished white interior and exterior smart sun glass window, with siding and paint to match the existing three new windows that were installed in 2012

E. Contractor to install exterior emergency door with new hardware and paint to match existing doors that were replaced in 2012 (meeting room) on the backside (east side) of the Building

General Notes

- 1) Contractor to field verify existing conditions.
- 2) Coordinate schedule with Joe Nenni.
- 3) Contractor responsible for daily removal of all construction debris and to provide a safe worksite.
- 4) Contractor is responsible for all OSHA safe work practices.

Quality of Work

- 1) Contractor shall verify all existing conditions as there may be various conditions at the site which do not show. It is important that each contractor visit the site to become acquainted with the existing conditions, and to take these conditions into consideration when preparing their proposal. Each contractor shall obtain any information or make any measurement desired. Lack of knowledge relative to the existing site conditions will not be allowed as a basis for extra compensation.
- 2) Where two or more items of the same type of equipment are required, the product of one manufacturer shall be used.
- 3) All workmanship, materials, and equipment shall be guaranteed for a period of one year (1) after acceptance by the owner.

Codes/Permits

- 1) Work shall be performed in strict accordance with the underwriters' laboratory standards and all municipal, state and other authorities' regulations. Public and private having jurisdiction.
- 2) All necessary fees, permits, and approvals as required by the work specifications shall be obtained and paid for by this Contractor.
- 3) Nothing contained in the specifications shall be construed to conflict with applicable portions of any laws, ordinances, regulations, or codes.

Timeframe

The Town will specify when work will begin and an authorization to proceed will be issued. When work begins, the Town expects the contractor to work diligently to complete all tasks without delay. If applicable, the contractor shall work closely with any representatives authorized by the Town to ensure all work is done in conformance to Town's specifications.

Insurance

The contractor shall include evidence of insurance including but not limited to general liability, property and casualty, errors and omissions, and worker's compensation insurance. This evidence shall be shown on a certificate of insurance issued by the contractor's insurance carrier(s).

Submission Information

Bids will be accepted until 3:00p.m., Monday, May 19, 2019 by the Bergen Town Clerk, 10 Hunter St., P.O. Box 249, Bergen, NY 14416-0249 at which time they will be opened and read aloud

PROPOSAL FORM

VENDOR: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE: () _____

EMAIL _____

Town of Bergen Door and Windows replacement at 13 S. Lake Street

Item Proposed Bid in Words Proposed Bid in Figures

Materials _____

Equipment fees (if applicable) _____

Labor _____

Trucking (if applicable) _____

Others _____

Total Amount in Figures: _____
(Sum items a-e)

Total Amount in Words: _____

Work must be performed and completed prior to and no later than **July 1, 2014**, unless permission for an extension is granted, in writing, by the Bergen Town Board.

INSTRUCTIONS TO CONTRACTORS

PREPARATION OF PROPOSAL

1. The Contractor shall specify a unit price, both in words and figures if requested, for each pay item for which a quantity is given. All words and figures shall be in ink or typed.
2. The Contractor's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the

owner. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
3. All questions shall be submitted to Brian Stone, Chairman of Buildings and Grounds.

IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected for any of the following reasons:

- 1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- 2. If the Contractor adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized, alternate pay items.

WITHDRAWAL OF PROPOSALS

A contractor will be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

PUBLIC OPENING OF PROPOSALS

Proposals will be opened and reviewed at 3:00 p.m. during the Town of Bergen Buildings and Grounds Committee Meeting on May 19, 2014. The Buildings and Grounds Committee will make a non binding recommendation to the Bergen Town Board who will make all final decisions. Contractors, their authorized agents, and other interested parties are invited to be present.

DISQUALIFICATION OF CONTRACTORS

Either of the following reasons may be considered as being sufficient for the disqualification of a contractor and the rejection of his proposal or proposals:

- 1. Evidence of collusion among contractors.
- 2. Failure to supply complete information as requested by the specifications.

AWARD AND EXECUTION OF CONTRACT CONSIDERATION OF PROPOSALS

- 1. Proposals will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
- 2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Town of Bergen; the best interest of the Town of Bergen will be promoted thereby.

AWARD OF CONTRACT

If a contract is to be awarded, the award will be made to a responsible and qualified contractor whose proposal complies with all the requirements prescribed as soon as practical after the proposal opening. The successful contractor will be notified, by the form mailed to the address on his proposal, that his/her proposal has been accepted and that he/she has been awarded the contract.

CANCELLATION OF AWARD

The Town reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the Town.

PROPOSAL EVALUATION

In addition to the proposal amount, additional factors will be considered as an integral part of the evaluation process, including, but not limited to:

1. The contractor's ability, capacity, and skill to perform within the specified time limits.
2. The contractor's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. Contractor's last performance.
5. Sufficiency of contractor's financial resources to fulfill the contract.
6. Contractor's ability to provide future maintenance and/or services.
7. Other applicable factors as the Town determines necessary and/or appropriate (such as compatibility with existing equipment).

LAWS, PERMITS AND REGULATIONS

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he/she shall promptly notify the Town of Bergen in writing.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. The Contractor shall deliver at the time of execution of the Contract; certificates of all insurance required hereunder and shall be reviewed prior to approval by the Town of Bergen. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the Town of Bergen ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Town of Bergen, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New York at the time the policy is issued.
2. The Town of Bergen, NY, shall be listed as additional insured on all the Certificates of Insurance.
3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
4. No operations under this Contract shall commence until certificates of insurance attesting to the below-listed requirements have been filed with and approved by a member of the Town Board.
 - A. Workmen's Compensation Insurance Limit of Liability - \$100,000/\$500,000/\$100,000 per accident
 - b. Commercial General Liability Limits of Liability Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
 - c. Automobile Liability Limits of Liability - \$100,000 per accident (all owned, hired, scheduled or non-owned)
5. The Contractor shall indemnify, defend, and save harmless the Town of Bergen and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said Town of Bergen, its agents, employees or others.

ACCIDENT PROTECTIONS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract: that a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety as determined by construction safety and

health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926, respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and will be effective as of the date set forth in the revised regulation.

SUBCONTRACTS

1. Nothing contained in the Specifications shall be construed as creating any contractual relationship between any Subcontractor and the Town of Bergen. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the Town of Bergen for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.

PROTECTION OF WORK AND PROPERTY

The Contractor shall, at all times, safely guard the Town's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the Town, but only when requested to do so by the Town;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of all refuse, rubbish, scrap materials and debris caused by this operation. This includes milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the Town.

EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Bergen Town Board has ordered the same, in writing.

GUARANTEE OF WORK

- 1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
- 2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Town. And the Contractor shall guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- 4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Town of Bergen may have the defects corrected and the Contractor shall be liable for all expenses incurred.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

- 1. Fails to begin work under Contract within the time specified in the notice to proceed; or
- 2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; or
- 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform such work as may be rejected as unacceptable and unsuitable; or
- 4. Discontinues the prosecution of the work; or
- 5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
- 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
- 7. Makes an assignment for the benefit of creditors; or
- 8. For any other causes whatsoever, fails to carry on the work in an acceptable manner, the Town of Bergen will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the Town of Bergen will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The Town of Bergen may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the Town of Bergen as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Town of Bergen the amount of such excess.

Prevailing Rate

Contractor is solely responsible for meeting all prevailing rate schedules. Questions should be forwarded to

BUREAU of PUBLIC WORK District Office

or write to:

New York State Department of Labor

Bureau of Public Work

State Office Campus, Bldg. 12

Albany, NY 12240

District Office Locations: Telephone # FAX #

Bureau of Public Work - Rochester 585-258-4505 585-258-4708



State of New York
DEPARTMENT OF LABOR
 DIVISION OF SAFETY AND HEALTH
 INDUSTRY INSPECTION BUREAU
EXPLOSIVES MAGAZINE CERTIFICATE

X

3

Smokeless

MAILING ADDRESS OF INDIVIDUAL OR FIRM

Sheard Farms
 7451 Lake Rd
 Bergen, NY 14416

MAGAZINE		
YEAR	COUNTY	EXPLOSIVES NUMBER
70	51	08-1235
FEE PAID	DATE ISSUED	DATE EXPIRES
No Fee	3/24/2014	4/30/2015
MAGAZINE LOCATION		
7451 Lake Rd Town: Bergen County: Genesee		

is granted permission to store explosives in the magazine cited above, in accordance with the Labor Law and Industrial Code Rules. The storage limit is based upon the physical capabilities of the magazine and the quantity and distance tables given in INDUSTRIAL CODE RULE 39. Any change in the conditions under which this certificate is granted may cause it to be revoked.

Note: This certificate is for storage only. If you intend to purchase, own, possess, or transport explosives, you MUST obtain and Explosive License.

BY: *David H. Friedrich*
 FOR THE COMMISSIONER OF LABOR

SCHEDULE OF FEES FOR MAGAZINE CERTIFICATE				BLASTING CAPS OR DETONATORS	
EXPLOSIVES					
\$50.00	not more than 200 lbs.	\$150.00	more than 20,000 lbs., but not more than 30,000 lbs.	\$50.00	Each Magazine
\$100.00	more than 200 lbs., but not more than 10,000 lbs.	\$200.00	more than 30,000 lbs., but not more than 300,000 lbs.	No Fee	Fee Exempt
\$125.00	more than 10,000 lbs., but not more than 20,000 lbs.		Smokeless	No Fee	
No Fee	Farmer's Magazine - Valid for up to 200 lbs explosives		Municipality - Valid for explosives	No Fee	

POST THIS CERTIFICATE IN THE MAGAZINE - DETONATORS SHALL NOT BE STORED WITH OTHER EXPLOSIVES

Copy for Municipality

Notice of Issuance: In accordance with Article 16 of the NYS Labor Law, we are advising you that the individual or firm named above, who claims residence or is located in your municipality, has received a certificate from the NYS Dept. of Labor.

STATE OF NEW YORK		DEPARTMENT OF LABOR	
<input type="checkbox"/> ALBANY 12240 Gov. W. Averell Harriman State Office Building Campus	<input type="checkbox"/> BINGHAMTON 13901 44 Hawley Street	<input type="checkbox"/> BUFFALO 14202 65 Court Street	<input checked="" type="checkbox"/> ROCHESTER 14607 109 So. Union Street
<input type="checkbox"/> GARDEN CITY 11530-6551 400 Oak Street	<input type="checkbox"/> NEW YORK CITY 75 Varick Street New York, NY 10013	<input type="checkbox"/> WHITE PLAINS 10605 120 Bloomingdale Road	
<input type="checkbox"/> SYRACUSE 13202 450 So. Salina Street	<input type="checkbox"/> UTICA 13501 207 Genesee Street		

03/25/14
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State of New York
DEPARTMENT OF LABOR
 DIVISION OF SAFETY AND HEALTH
 INDUSTRY INSPECTION BUREAU
EXPLOSIVES MAGAZINE CERTIFICATE

X

Smokeless

3

MAILING ADDRESS OF INDIVIDUAL OR FIRM

Sheard Farms
 7451 Lake Rd
 Bergen, NY 14416

MAGAZINE		
YEAR	COUNTY	EXPLOSIVES NUMBER
72	51	08-1541
FEE PAID	DATE ISSUED	DATE EXPIRES
No Fee	3/24/2014	4/30/2015
MAGAZINE LOCATION		
7451 Lake Rd Town: Bergen County: Genesee		

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03/25/14
DSE