



**TOWN OF HARRISON  
VILLAGE OF HARRISON**

ALFRED F. SULLA, JR. MUNICIPAL BUILDING  
1 HEINEMAN PLACE  
HARRISON, NEW YORK 10528

Telephone: (914) 670-3110  
Fax: (914) 835-2588



*Purchasing Department*

January 27, 2012

Mayor Ron Belmont and  
Members of the Village Board  
Village of Harrison  
1 Heineman Place  
Harrison, New York 10528

Re: Brae Burn Pump Station Rehabilitation

Dear Village Board Members:

In accordance with the attached memorandum from Anthony Robinson, Commissioner of Public Works, if the Board is in agreement, would you please set forth a resolution as follows:

1. Award this bid to Southeast Mechanical Corp., 568 North Main Street, Brewster New York 10528, having met all the requirements of the specification and being the lowest responsive bidder at their Total Net Bid Price of \$329,199.00.
2. Funding for this project is available in C.I. Account #11SD10.
3. Authorize the Law Department to prepare the contract, and the Mayor to execute the same.
4. Authorize the Treasurer, upon receipt of claims to audit and upon audit that the Mayor is to pay same.

Respectfully submitted,

Opal Mclean  
Purchasing Clerk

Cc: Maureen Mackenzie, Treasurer  
Anthony Robinson, Commissioner of Public Works



# TOWN AND VILLAGE OF HARRISON ENGINEERING DEPARTMENT



Alfred F. Sulla, Jr. Municipal Building  
1 Heineman Place  
Harrison, New York 10528

Michael J. Amodeo, P.E.  
Town/Village Engineer

Frank Balbi, P.E.  
Assistant Engineer

## NOTICE TO BIDDERS:

Below, please find a list of conditions that must be met during this contract. Along with all items set forth in the bid documents, the bid price for this project must include the following items:

1. Residents at 26 Brae Burn Drive must have full access to their house and driveway throughout construction.  
Contractor is responsible for communication and coordination with resident.
2. Existing easement area between driveway and waterway is currently landscaped and steeply sloped.  
Contractor is responsible for restoring this area, as well as the driveway adjacent to this area, to pre-construction conditions.
3. A traffic plan addressing work to be done during roadway crossing must be submitted and approved prior to start of construction.
4. Contractor is responsible for maintaining proper sewage flow at all times throughout construction.
5. Proposed work is directly adjacent to an existing brook. This waterway must be protected at all times from sediment, debris, and all other pollutants.
6. Contract documents for this project have been supplied in digital format. All necessary bid documents required to be submitted have been printed on purple 8 1/2" - 11" sheets. These sheets must be properly filled out and submitted in order to be considered for bid.
7. Contractor shall be aware that there is an extremely limited area for stockpiling of materials. Due to safety considerations, nothing will be allowed on the roadway, right-of-way, or on private property. The contractor must account for this in his bid price.

BIDDER'S SIGNATURE:

DATE: 12/7/2011

PRINTED BIDDER'S NAME:

William D. Katsyck, CR  
Southeast Mechanical Corporation

**BID FORM**

To the Town/Village of Harrison, Harrisson, NY, herein called the Owner, for the **Brae Burn Pump Station Rehabilitation.**

The Undersigned, as Bidder, declares as follows:

- (1) The only parties interested in this BID as Principals are named herein. This BID is made without collusion with any other person, firm, or corporation.
- (2) No officer, agent, or employee of the Owner is directly or indirectly interested in this BID.
- (3) The Owner has the right to reject this BID.
- (4) BIDDER accepts the provisions of the Invitation to Bid, Instructions to Bidders, and General Conditions regarding disposition of Bid Security.
- (5) The BIDDER is familiar with federal, state, and local laws and regulations.
- (6) The BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (7) This BID is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation/BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
- (8) The BIDDER has carefully examined the site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and the BIDDER has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Instructions to Bidders, General Conditions, Supplemental Conditions, Standard Specifications, Special Provisions and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
- (9) The BIDDER understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structure (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and the Bidder agrees that he/she shall not use or be entitled to use any such information made available to the Bidder through the Contract Documents or otherwise or obtained by the Bidder through examination of the site, as a basis or grounds for any claim against the Owner or the Engineer arising from or by reason or any variance which may exist between the aforesaid information made available to or acquired by the Bidder and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered

during the construction work, and the Bidder has made due allowance therefore in this BID.

- (10) The BIDDER understands that the quantities of work tabulated in the BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
- (11) The BIDDER agrees that, if this BID is accepted the Bidder will contract with the Owner, as provided the Contract Documents, this BID form being part of said Contract Documents, and that the BIDDER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the engineer as therein set forth, and that the BIDDER will take in full payment therefor the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
- (12) The BIDDER agrees that each unit or lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the plans and specifications. The prices for those items that involve excavation shall include compensation for disposal of surplus excavated material, handling water (including tidal waters), and the installation of all necessary sheeting and bracing.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink; total bid must be written in both words and figures.)

(Bidders must insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he/she will accept compensation as stipulated therein full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the Supplemental Conditions under the heading "Time for Commencement and Completion". Liquidated damages for each calendar day of delay shall be the dollar amount as stipulated in the Supplemental Conditions under the heading "Liquidated Damages".

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he/she will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

This BID includes Addenda No. \_\_\_\_\_ dated \_\_\_\_\_.

Addenda No. \_\_\_\_\_ dated \_\_\_\_\_.

(To be filled in by Bidder if Addenda are issued.)

**Brae Burn  
Pump Station Rehabilitation**

Pay Item No.	Estimated Quantity	Units	Description / Unit Pricing in words	Unit Prices in figures	Extended Prices
LUMP SUM	1	LS	<u>Lump Sum Bid</u>	Two hundred ninety-four thousand one hundred ninety nine dollars - 00 cents	\$294,199.00
MAW	1	LS	Miscellaneous Additional Work	Thirty-Five Thousand Dollars - 00 Cents	\$ 35,000.00

Total Bid Price (in words) LUMP SUM + MAW

Three hundred twenty nine thousand  
one hundred ninety nine Dollars and zero cents

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

(SEAL) Southeast Mechanical Corporation

(Name of Bidder)



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Telephone: (914) 670-3110

**CONTRACTOR'S QUALIFICATIONS**

NAME: Southwest Mechanical Corporation

ADDRESS: 568 North Main Street

CITY, STATE, ZIP CODE: Brewster, NY 10509

TELEPHONE: 845-279-3793

**EXPERIENCE:** Number of years in field: 16

List of other similar contracts you have done (in the last five (5) years) or are presently doing, including other municipalities:

1. COMPANY: Town of Southeast  
 CONTACT PERSON: Levon Bedrosian  
 ADDRESS: 1 Main Street, Brewster, NY 10509  
 TELEPHONE: 845-279-8206  
 YEARS PERFORMED: 2 years  
 DESCRIPTION OF SERVICES: upgrade pump station, hvac + plumbing service
2. COMPANY: Bedford Hills Fire District  
 CONTACT PERSON: Peter Helms / The Helms Group  
 ADDRESS: 174 Katonah Ave, Katonah, NY 10536  
 TELEPHONE: 914-232-4133  
 YEARS PERFORMED: 1 1/2 years  
 DESCRIPTION OF SERVICES: hvac contract at BHFH
3. COMPANY: New Rochelle Public Library  
 CONTACT PERSON: Roxanne Nelson / RM Nelson  
 ADDRESS: 231 Boulevard East, New Rochelle, NY 10801  
 TELEPHONE: 914-637-1020  
 YEARS PERFORMED: \_\_\_\_\_  
 DESCRIPTION OF SERVICES: cooling tower replacement



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**NON-COLLUSIVE BIDDING CERTIFICATION**

TO: The Town-Village of Harrison, New York

FROM:

Under Sections 103-A and 103-D of the General Municipal Law, the Bidder certifies that:

1. The bid has been independently arrived at without collusion with any other bidder or with any other competitor or potential competitor.
2. That the bid has not been knowingly disclosed prior to the opening of the bids to any other bidder or competitor.
3. That no attempt has been or will be made to induce any other person or firm to submit or not to submit a bid.
4. That the statements are accurate under penalty of perjury.

Southeast Mechanical Cooperation  
COMPANY

BY: William J. Katarjack, Sr.  
PRINTED NAME

[Signature]  
SIGNATURE

12/7/2011  
Date

Sworn to before me this

17<sup>th</sup> Day of December, 2011

[Signature]  
Notary Public

MARIANNA TOMPKINS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01106215354  
Qualified in Dutchess County  
My Commission Expires December 28, 2013

**THIS CERTIFICATION MUST BE SIGNED, NOTARIZED AND ENCLOSED WITH YOUR BID. NO BID WILL BE ACCEPTED WITHOUT THIS SIGNED CERTIFICATION.**