

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, MAY 11, 2016
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Update – Train Station/Waterfront Study (In Board Room)

Board of Trustees Concerns

Open Session

1. Agreement Operation and Management – Fitness Center and Exercise Room
2. Third Friday Agreement
3. New NY Bridge – Community Benefits Program
4. Recommendation of Award – PCI – Tarrytown Lake Intake & Outlet Piping Inspection
5. Eastview Pump Station
6. Chapter 201 Lakes and Waterways
7. Pay-by-Phone
8. Pool Fees
9. Recommendation of Award – PCI – Crest High Service Phase I – Utility Location and Topographic Study
10. RiverWalk Re-Landscape Project
11. Parking Study
12. SCADA Implementation and Construction Services

Executive Session

- 1A. DPW Personnel
- 2A. Tax Certioraris
- 3A. Police Staffing
- 4A. Pool Staff



The New NY Bridge Community Benefits Program Application

Instructions:

1. All highlighted fields must be filled in.
2. Save completed application to your computer.
3. If you need additional space for any field and/or want to provide supplementary material, you should attach this material to your e-mail when you send in this application.
4. Additional Instructions on how to submit this form can be found at the bottom of this form.

Note: Mac users, use Adobe Reader instead of Preview for best results.

Legal Name of Applicant or DBA Village of Tarrytown

Street Address One Depot Plaza

City Tarrytown

State NY

Zip Code 10591

Contact Last Name Blau

Contact First Name Michael

Contact Title Village Administrator

Telephone Number 914-631-1785

E-mail Address mblau@tarrytowngov.com

Alternate Contact Last Name D'Eufemia

Alternate Contact First Name Kathy

Alternate Contact Title Administrative Assistant to the Village Administrator

Alternate Telephone Number 914-862-1816

Alternate E-mail Address kdeufemia@tarrytowngov.com

Type of Applicant ☒ Governmental Entity ☐ Private Entity 501(c)(3): ☐ Public Not-for-Profit ☐ Private Not-for-Profit

Project Relationship to New NY Bridge Village at eastern landing of New NY Bridge

Project Location Ramp E; access ramp from southbound Route 9 to New NY Bridge

Project Budget \$40,000

Granted Funding
from Another Source? ☐ Yes ☒ No

If you answered yes, please provide other funding source and amount:

Other Funding Source

Other Funding Amount

Grant Request \$40,000

Maximum characters allowed is 2,000.

Current State of Project Development The Village has received a proposal from a traffic planning firm that the Village has used in the past and is pleased with their work product. The Village could move this study forward in an expeditious manner should the Village received funding for the study.

Estimate Project Time line 4 - 6 months

Signature Name Michael S. Blau

Date 01/19/2016

☒ I Agree By checking this box I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this application.

Form Submission Instructions:

1. If you use a desktop e-mail client, such as Microsoft Outlook, Mail or Thunderbird, press the "Submit by E-mail" button and select "Desktop E-mail Application" then click OK. This should open your e-mail client with the e-mail address, subject line and this form automatically attached to a new e-mail message. Attach any other supplementary material.
2. If you use a web-based e-mail client, such Yahoo!, Gmail, AOL or Hotmail, please save the form to your computer and compose an e-mail to: CommunityBenefits@newnybridge.com. Attach the saved form and any other supplementary material.
3. To send the form via U.S. Mail, save and print the form then mail it along with any other supplementary material to the address below:
Brian Conybeare
Special Advisor to the Governor for the New NY Bridge Project
303 South Broadway, Suite 413
Tarrytown, New York 10591

**AGREEMENT BY and AMONG THE NEW YORK STATE THRUWAY AUTHORITY and
THE VILLAGE OF TARRYTOWN**

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the approval by the New York State Thruway Authority's Executive Director, as set forth below and being the following ____ day of _____, 20__ ("Effective Date") by and among the Village of Tarrytown ("Village") having an address for the conduct of business located at One Depot Plaza, Tarrytown, NY 10591 and the New York State Thruway Authority ("Authority") created pursuant to Title 9 of the Public Authorities Law, having an address for the conduct of business located 200 Southern Boulevard, Albany, NY 12209.

WITNESSETH:

WHEREAS, pursuant to Resolution No. 5935, adopted at Meeting No. 695 on December 17, 2012, authorizing the execution of the Design-Build Contract by its Board, the Authority has allocated funds for the New NY Bridge Project Community Benefit Fund to provide grants to eligible governmental entities and not-for-profit corporations located in Westchester and Rockland Counties; and

WHEREAS, for the benefit of the New York State Thruway Authority ("NYSTA") as owner pursuant to Contract D214134 ("DB Contract"), Tappan Zee Constructors ("TZC") is designing and constructing a replacement for the Tappan Zee Bridge (the "New NY Bridge Project"); and

WHEREAS, pursuant to the DB Contract, the Authority has created a Ten Million (\$10,000,000.00) Dollar Community Benefit Program Fund (the "CBF") which is to be used to help pay to address the effects of the construction of the New NY Bridge Project, which CBF is subject to (i) certain contractual obligations between TZC and the NYSTA, and (ii) certain procedures that have been established by the NYSTA relating to the Community Benefits Program; and

WHEREAS, pursuant to the CBF, the Authority has decided to support the Village's efforts to improve road safety and improve quality of life in the Village through the funding of a traffic study as set forth herein below (the "Project") by paying (\$34,000) thirty-four thousand Dollars from the CBF to the Village as provided for herein (the "Authority Funds"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Village; hereby agree as follows:

1. **Project Agreement Term:** This Agreement shall commence on the date identified above and shall terminate on December 31, 2017. However, no payments from the Authority Funds to the Village shall be made after March 5, 2018.

(i). A written certification executed by a duly authorized officer of the Village accompanied by such receipts and documents verifying expenditures as may be required by the Authority. Reimbursement request certifications shall include a statement by the Village that the requested funds do not duplicate reimbursements for costs and services received from other sources or prior disbursements from the Authority Funds.

(ii). Copies of supporting invoices and requests for payments received by the Village prior to the date of the Disbursement Request, which have not therefore been provided to the Authority, including invoices from the Contractor, subcontractors, consultants, laborers and/or material suppliers. These invoices shall total or exceed the amount of the Village's submitted payment Disbursement Requests for the work/activity undertaken with regard to the Project, and shall be dated on or after the date of this Agreement in order to substantiate a Disbursement Request.

(iii). Such other documentation, information, receipts, and/or verifications as the Authority may reasonably require.

- b. No more than three Disbursement Requests will be accepted. The final Disbursement Request, which in no case will be for less than 20% of the Authority Funds set forth in paragraph 2 of this Agreement, will be processed for payment only after inspection of the completed Project by the Authority. The Authority shall have no liability whatsoever for its inspection and approval of the Project.
- c. In no event will the Authority process any Disbursement Requests which would cause the aggregate disbursements for the Project to exceed the Authority Funds set forth in paragraph 2 of this Agreement.
- d. The Village shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce upon request of the Authority such records for examination. Records must be maintained so that they can be provided for examination at any time during the conduct of the Project and for a period of six (6) years following its completion.

5. Representations, Warranties and Covenants:

The Village represents, warrants and covenants that:

- a. The Village hereby acknowledges that the Authority has relied upon the statements and representations made by the Village in its CBF Application attached hereto as Schedule A in making the Authority Funds available to Village. The Village hereby represents and warrants that it has made no material misstatement or omission of fact in Schedule A or otherwise in

7. Construction Requirements:

- a. Purchases. The procurement of all goods and services for the Project shall conform to the requirements of the General Municipal Law. Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all purchase contracts involving an expenditure of more than twenty thousand dollars (\$20,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in section 103 of the General Municipal Law. Contracts for construction in excess of thirty-five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law.
- b. Any consultant contract in the amount of twenty-five thousand dollars (\$25,000) or more for architectural, engineering or design services shall be awarded on a competitive basis after the Village has developed and publicized a Request for Proposal; a copy of the Request for Proposal and documentation of all responses shall be included with submission by the Village of any voucher for payment for such services.
- c. The Village shall be responsible for assuring that the Project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS-Appendix A to 41 CFR part 101-19.6), Americans with Disabilities Act standards regulations contained in 28 CFR part 35 or 28 CFR part 36, the Americans with Disabilities Act Accessibility Guidelines (ADAAG-Appendix A to 28 CFR part 36 CFR part 1191, appendices B and D) and the New York State Uniform Fire Prevention and Building Code (Parts 1220 to 1228 of Article 13 of Title 19 of the NYCRR). Where there are discrepancies among these three sets of standards with regard to a particular design/construction requirement, the standard one providing the greatest degree of accommodation for the individuals with disabilities shall apply.

8. Inspections: Failure by the Village to allow reasonable and timely access to the Authority's representatives to inspect the Project may result in the forfeiture and require repayment by the Village of awarded Authority Funds.

9. Approvals: In the event that the performance of the Project requires the issuance of any permits, approvals, or consents by any federal, state, or local governmental entity, agency or regulatory body, including but not limited to the U.S. Army Corps of Engineers, the New York State Department of Environmental Conservation, or the New York State Office of Parks, Recreation and Historic Preservation, the Village shall obtain such permit, approval, or consent at the Village's sole cost and expense, all of which shall be obtained prior to the commencement of the performance of any of the work on the Project or the procurement of any materials relating to the Project. The Village agrees that, and shall be solely responsible to ensure that, the conduct of the Project

immediately, upon written notice of termination to the Village, if the Village fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

14. **Liability:** The Village shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Village and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

15. **Indemnification:** The Village shall indemnify and protect, defend, and hold harmless the Authority and the State of New York, as their interests may appear, and their respective officers, directors, board members, agents, employees, successors and assigns, from all claims, suits, actions, damages, and costs of every name and description arising out of the performance or non-performance by the Village and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees of the work or services provided for in connection with this Agreement. Such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided and shall survive the expiration or termination of this Agreement.

16. **Insurance:** The following insurance documents for the Village must be on file with the Authority prior to the commencement of PROJECT:

a. **Commercial General Liability** – submitted on an ACORD 25/Thruway Authority – Canal Corporation Supplemental insurance certificate set, with no less than the following limits and coverages:

- Each Occurrence Limit: \$1,000,000
- General Aggregate: \$2,000,000

The Authority shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL. The Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Authority.

b. **Workers' Compensation** – as required by New York State Worker's Compensation and Disability Benefits Law. If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act Endorsement must be provided.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

18. **Ethics:** During the term of this Agreement, the Village shall not engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under this Agreement in violation of: the provisions of the Public Officers Law, other laws applicable to the service of current or former Authority or New York State employees, and/or the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York Joint Commission on Public Ethics, or its predecessor agencies (collectively, "Ethics Provisions"). The Village certifies that all of its employees who are former employees of the Authority or New York State and who are assigned to perform services under this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by the Village and who is disqualified from providing services under this Agreement pursuant to any Ethics Provision may share in any net revenues the Village derives from this Agreement.

The Village shall identify and provide the Authority with notice of those the Village employees who are former employees of the Authority or New York State and will be assigned to perform services under this Agreement. The Authority may request that the Village provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from the New York Joint Commission on Public Ethics, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the New York Joint Commission on Public Ethics. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under this Agreement is in conflict with any Ethics Provision.

19. **Severability Clause:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties hereto.
20. **New York State Finance Law §§ 139-j and 139-k Certification:** By execution of this Agreement, the Village certifies that it shall require all subcontractors hired to perform work on the Project to submit all information required by New York State Finance Law §§ 139-j and 139-k and make such information available to the Authority upon demand therefor.
21. **Confidentiality and Non-Disclosure:**
- a. "Confidential Information" means any information not generally known to the public, whether oral or written, that the Authority claims is confidential and discloses to the Village pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and

This includes the Authority's right to terminate this Agreement in the event the Authority finds that the certification made by the Village in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that the Village is non-responsible or has failed to accurately disclose vendor responsibility information.

In the event the Authority exercises its right to postpone, suspend, abandon or terminate this Agreement, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment or cancellation date, as verified by audit, and compensate the Village accordingly. Upon such a postponement, suspension, abandonment or termination, the Village must within ten (10) days deliver to the Authority all records, documents and data pertaining to services rendered under this Agreement.

25. General Responsibility Obligations: The Village shall at all times during the term of this Agreement remain responsible. The Village agrees if requested by the Authority to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.
26. Standard Contract Clauses and Appendices Incorporated by Reference: The Village agrees to comply with all of the terms and conditions set forth in Appendix A which is attached hereto and expressly made a part of this Agreement as if set forth fully herein.

Appendix A - Standard Clauses

Appendix B - Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures

27. The persons executing this Agreement on behalf of the parties to this Agreement hereby represent that they are properly authorized to execute this Agreement on behalf of the party for whom they are signing.

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Octagon 10 Office Center
1719 Route 10, Suite 225
Parsippany, New Jersey 07054

Professional Consulting, llc.

Phone: 973.683.0044
Fax: 973.683.0077

April 20, 2016

Michael S. Blau
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 105891

RE: Recommendation of Award (ROA)
Tarrytown Lake Intake & Outlet Piping Inspection
Village of Tarrytown, Westchester County, NY
PCI No. 156-22

Dear Mr. Blau:


We have received the following proposals for the Tarrytown Lake Intake & Outlet Piping Inspection work for the above referenced project:

BIDCO Marine Group, Inc.	\$15,100.00
Randive Inc. of New Jersey	\$19,500.00

Based on our review of the scope of work, the competitive fees, and our experience working with marine contractors, we recommend that the Village award the work to BIDCO Marine Group, Inc. in the amount of \$15,100.00. The work is expected to take two days; however, rates are listed should a third day be required. Attached please find copies of the proposals and RFP for your review and record.

Upon receiving authorization from the Village, we will be issuing the 'Notice to Proceed' for the above described work immediately. Should you have any questions or require any additional information, please do not hesitate to call.

Very truly yours,
PROFESSIONAL CONSULTING, LLC.


Arshad Jalil, P.E., BCEE
Principal

Enclosure

C: Michael J. McGarvey, P.E., Village Engineer, Village of Tarrytown
Howard Wessells, Superintendent of Public Works

Chapter 201. Lakes and Waterways

§ 201-6. Specific restrictions; penalties for offenses.

A. Specific restrictions shall be as follows:

(14) It shall be unlawful for any person to fish in the lakes or inland waterways of the Village of Tarrytown, to set bait or traps or cast a net, line or hook for or to remove fish or amphibious creatures from such lakes or waterways or from their immediate environs without first obtaining a license therefor from the Village Clerk, which license shall be issued annually. Fishing shall be permitted only from April 1 through November 30 of any year.

(15) Licenses for the purposes set forth in Subsection A(14) of this section shall be issued annually to all persons residing in the Village of Tarrytown and all persons who are on active duty with the Armed Forces of the United States upon application therefor and upon payment of a fee as set by resolution of the Board of Trustees; provided, however, that no fee shall be charged to residents of the village under the age of 16 years or over the age of 70 years or to members of the Armed Forces of the United States.

11-20 Units	\$225.00	
21 or more	\$325.00	
Commercial		
Restaurant	\$100.00	
Church	\$100.00	
Store	\$100.00	
Multi-Family plus Commercial	Fee for Multi-family + \$100 for ea. commercial use in structure	
Other		
Private Club & Social Institution without Residential Rooms	\$100.00	
Private Club & Social Institution with Residential Rooms	\$100 + \$10/residential room	
Private School	\$100.00	
Public School	No Fee	
Municipal Building	No Fee	
Private Residential School	\$250 + \$10/residential	
Hotel	\$250 + \$10/hotel room	
Office Building	Up to 5,000 sq. ft. - \$150.00 \$150 + \$25 for ea. Add'l 1,000 sq.ft.	
Fire Sprinkler Service	\$50 application; \$10/\$1,000 of cost of construction	
Fishing (Buttons)	Tarrytown Resident - \$5 Tarrytown Resident over 62 and under 16 - \$2 Sleepy Hollow Resident - \$10	
FOIL and Documents	Town of Greenburgh and Town of Mt. Pleasant Residents - \$15 \$.25/page; videos and DVD's \$20/1 DVD or Video; \$25/2 DVD or Videos of same meeting; Village Code - \$150; Certified Copy of Elec. License - \$5	4/4/2011
Freshwater Wetlands Permit	\$150	
Games of Chance	\$25 per occasion	

★

**VILLAGE OF TARRYTOWN
VILLAGE ADMINISTRATOR'S OFFICE
MEMORANDUM**

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Swimming Pool Fees
DATE: May 4, 2016

Based upon the decision to remove the resolution to amend the Master Fee Schedule associated with the swimming pool fees, I have placed the matter once again on the Work Session agenda. The matters that I heard the Board wanted to discuss were:

- Scholarship program for residents who cannot afford to pay the fees as established
- Prorating of the fee since the pool will not be open for the entire season

I have taken the liberty to address what a possible prorated fee schedule would be based upon a 2 month versus 3 month pool availability in 2016 and that schedule is attached.

I would also like to discuss with the Board another concept and that would be not opening the swimming pool in 2016 and waiting for the 2017 season for the opening of the pool. The revenue in the approved budget for FY 16-17 for the pool operation is \$113,750, with expenditures of \$155,000. A prorated fee schedule would reduce the pool revenues to \$75,870, creating a difference between expenditures and revenues of \$79,130. According to the information I have been provided, National RE/sources is attempting to complete the pool construction for a July 4 opening; however, I have also been informed that National RE/sources is proposing to provide the pool contractor a bonus to complete the work for a July 4 opening. When the Village started down this road with the pool, the work was to be completed for a Memorial Day opening. It was then moved to mid-June and now July 4. I spoke with the Village Engineer to gage whether he believes that the pool could be open for July 4 and he said yes, but he obviously cannot make any guarantees and he noted that every day they have some rain now impacts that date. Should the Board decide not to open the pool this year, the Village would have to pay Illeana Gonzalez to be pool director for 2016 and she would work on pool matters and other work tasks assigned. According to Joe Arduino, there are 10 lifeguards (of the 20 needed) who have been interviewed by Illeana. I do not believe there is any commitment to make payment to these people since they have yet to be hired and they can easily find another lifeguard position.

SWIMMING POOL FEES - Revised May 4, 2016			
CATEGORY	RATE	PRORATED TO JULY 1	PROPOSED
Family Rate (2 Adults and no limit on number of children up to 21 years of age)	\$400	\$266.80	\$270
Individual (21 years of age or over)	\$200	\$133.40	\$135
Student (age 14 to 21)	\$100	\$66.70	\$70
Senior Citizen (60 and older)	\$100	\$66.70	\$70
Nanny/Au pair	\$200	\$133.40	\$135
Daily Rate (age 4 and older)*	\$10/weekday;\$15/weekend		
Daily Rate (age 3 and younger)*	No Charge		
* Maximum number of guests (daily rate) per member - 2			

	A	B	C	D	E	F	G	H	I
1	Week of	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	To do this week.	
	May 2nd to 7th	Trench and install pipes for the Wading pool. Finish waterproofing outside of surge tank and backfill. Excavation of main pool and prep work for the base of the pool, as per Sesi.							
2									
	May 9th to 14th	Continue framing main pool and set elevations with 3/4" gravel. Close up pool framing. Install plumbing. Run lines to equipment room area. Install wading pool coping. Set up deck drains in wading pool area to elevations per design.							
3									
	May 16th to 21st	Finish plumbing and start to install steel for main pool.							
4								Steel delivery	
	May 23rd to 28th	Finish steel. Inspections by Cronin Engineering and Westchester health dept.							
5								Surge tank fittings delivered	
	May 30th to June 4th	Inspections completed. Shoot pool and top of surge tank. Strip lumber after 3 days. Set up plumbing for surge tank and set valves and fittings. Install ladder and cut out for hatch for the surge tank.							
6								Gutter drain delivery	

Month : JUNE

Tarrytown Rec Center Pools

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June 6th to 11th	<p>Start plumbing pool equipment from pool to pool room and to surge tank. Waterproof inside of the surge tank.</p> <p>Pool equipment delivery.</p>					
June 13th to 18th	<p>Install the gutter drains and backfill the pool shell two weeks after shooting. Install pool equipment in equipment room. Start tile for racing lanes and depth markers. Tile and safety equipment delivery.</p>					
June 20th to 25th	<p>Complete tile for racing lanes and depth markers. Cement all wall fittings and joints. Finish pool equipment installation. Set up equipment inspection by health dept.</p>					
June 27th to July 2nd	<p>Inspections by Cronin and Westchester health department. Plaster pools and fill with on-site water. Start up equipment and have inspections by Cronin and the Westchester health dept. Any repairs or adjustments to equipment or fittings.</p>					
	<p>Water needs to be available for the filling of the swimming pools after plastering. Weather delays or inspection scheduling delays not included. Not including: deck work, site work, fence work, electrical work, equipment room construction, or training for equipment use. All machine work will be coordinated with Dibble Excavation.</p>					



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1719 Route 10, Suite 225
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April 8, 2016

Michael S. Blau
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 105891

RE: Recommendation of Award (ROA)
Utility Location and Topographic Survey
Crest High Service Phase 1 – Water Main Replacement
Village of Tarrytown, Westchester County, NY
PCI No. 470

Dear Mr. Blau:

We have received the following proposals for the utility location and topographic survey for the above referenced project:

Summit Land Surveying P.C.	\$23,000.00
Thomas C. Merritts Land Surveyor, P.C.	\$23,500.00
Ward Carpenter Engineers Inc.	\$44,800.00

Based on our review of the scope of work, the competitive fee, and our experience working with the surveyors, we recommend the Village award this work to Summit Land Surveying P.C. in the amount of \$23,000. Attached please find copies of the proposals and RFP for your review and record.

Upon receiving authorization from the Village, we will be issuing the 'Notice to Proceed' for the above described work immediately. Should you have any questions or require any additional information, please do not hesitate to call.

Very truly yours,
PROFESSIONAL CONSULTING, LLC.

Arshad Jalil, P.E., BCEE
Principal

Enclosure

C: Michael J. McGarvey, P.E., Village Engineer, Village of Tarrytown
Howard Wessells, Superintendent of Public Works

**VILLAGE OF TARRYTOWN
VILLAGE ADMINISTRATOR'S OFFICE
MEMORANDUM**

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Re-Landscaping Project, RiverWalk Park
DATE: May 5, 2016

Attached herewith please find the budget page from the Power Point presentation on the above captioned project from April 27. The conceptual cost budget includes hardscape work totaling \$205,000, which was not part of the Request for Proposal document and a 15% contingency, which is a little high. Customary for this type of project would be a contingency of 10%. At the end of the presentation, the Board directed that I provide you possible funding sources for this project.

Currently, the following funding sources are immediately available to the Village for the funding of the project.

• Funding obligation for National RE/sources based upon site plan approval for new 43 unit condominium at Hudson Harbor	\$550,000.00
• <u>Parkland/Recreation Fund</u>	<u>\$243,118.88</u>
• Total	\$793,118.88

The Village also receives, pursuant to an agreement with Tappan Zee Constructors, \$30,000 per year for the maintenance of RiverWalk Park. The contract term extends through December of 2018, with a provision that it may extend into 2019 should TZC remain in the offices at Hudson Harbor after December 2018, but the 2019 is prorated based upon the number of months they remain at the site. Currently the Village pays the landscape maintenance contractor working on RiverWalk Park \$2,606.38 per month. The Village is currently on a month to month contract with the contractor, due to the fact that the Village was going to commence with the re-landscaping project. The month to month contract commenced in May and the Village will spend \$15,638.28 for the period from May through October, should the Village require their services through that period.

Upon completion of the re-landscaping project, the Village will continue to have maintenance responsibilities for the RiverWalk Park. According to the landscape design consultants working on this project, they will be proposing ongoing herbicide applications during the first year to control weed growth (provided the Board allows for herbicide application), but there will be other maintenance work tasks for the landscape maintenance contractor.

Based upon the foregoing, I am presuming in this calculation that \$14,361.72 will be available for the funding of the re-landscaping project from the TZC 2016 payment to the

Village. I am presuming that this amount will be reduced in 2017 and 2018 to \$10,000 for calculation purposes. This will add an additional \$34,361.72 for the funding of the re-landscaping project.

Utilizing these figures, below please see various scenarios for your consideration regarding this project.

Scenario #1. Full build-out with 10% contingency.

• Total cost of project	\$1,320,000
• <u>Available funding</u>	<u>\$ 827,481</u>
• Amount needed to fund project	\$ 492,519

Scenario #2. Build-out of landscaping components only (no hardscape modifications) and 10% contingency

• Total cost of project	\$1,094,500
• <u>Available funding</u>	<u>\$ 827,481</u>
• Amount need to fund project	\$ 267,019

Conceptual Cost Budget and Allowances
 Scenic Hudson RiverWalk at Terrytown

Site Preparation and Maintenance Budget:

Initial Weed control and PH drop:	\$	10,000
Plant Removals and transplants:	\$	20,000
Seeding as needed:	\$	18,000
Earthwork:	\$	25,000
Maintenance 1-yr:	\$	55,000
Sub-total:	\$	128,000

Hardscape:

IPE decking bridges with concrete footing:	\$	75,000
Stone dust paths with steel edging:	\$	40,000
Gabion seatwalls with IPE decking:	\$	90,000
Sub-total:	\$	205,000

Planting: (Shrubs, Herbaceous, Herbicide application)

North Buffer:	\$	32,000
Rolling Meadow:	\$	220,000
Gateways:	\$	100,000
Spiral Gateway:	\$	65,000
Sycamore Grove:	\$	35,000
Shoreline:	\$	80,000
Island Beds:	\$	30,000
Andres Brook:	\$	230,000
Lawn turfgrass:	\$	10,000
Shade Trees:	\$	25,000
Evergreens:	\$	40,000
Sub-total:	\$	867,000

15% Contingency Allowance:	\$	180,000
GRAND TOTAL:	\$	1,380,000

VILLAGE OF TARRYTOWN

INTERNAL MEMORANDUM

To: Mayor Fixell and the Board of Trustees

From: Michael Blau, Village Administrator

Date: April 26, 2016

Subject: Parking Study Downtown Commercial District

Per the direction of the Board of Trustees, I have developed a Request for Proposals to complete a parking needs analysis in the Village's downtown commercial area. The RFP was sent to a number of traffic consulting firms throughout the region and the Village received one proposal in response to the RFP. The cost for the proposal is \$38,580. The Village of Mamaroneck completed a similar review of parking in their downtown area approximately three years ago and received four responses to their RFP ranging from a low of \$24,800 to a high of \$78,980. The Village of Mamaroneck executed an agreement with Walker Parking Consultants, the firm who responded to our RFP, and three years ago that work cost Mamaroneck \$35,665. I have included a copy of the Village's RFP and the response from Walker Parking Consultants. I have removed from the proposal some of the "fluff" included in the proposal that has no consequence for your review. I am providing this to you to give you time to review the document. I intend to place this matter on the next Board of Trustees work session for discussion.

MEMORANDUM

DEPARTMENT of PUBLIC WORKS

TO: Michael Blau, Village Administrator

FROM: Howard D. Wessells Jr., Superintendent of Public Works

DATE: 5 May, 2016

RE: SCADA Bid Award

The bid for the Phase One SCADA upgrades was opened and read aloud on April 22, 2016. Three bidders submitted bids for both the base bid (PHASE ONE SCADA UPGRADES) and the add alternate (GROVE STREET PUMP STATION UPGRADES).

I have attached the bid tally sheet and the award recommendation letter from Woodard & Curran our consulting engineers for this project. I am in agreement that the bid should be awarded to Elm Electrical Inc in the amount of \$206,929.00.

I am recommending that the Bid Alternate for the work at the Grove Street Sewer Pump Station not be awarded at this time due to the higher than expected bid proposals.

I have also attached a proposal from Woodard & Curran for construction services which will cover the construction oversight, programming, start up, training and a one year warranty relating to the programming due to errors and omissions.

The cost of the proposal for the above services is \$70,450. I have requested that they reevaluate the cost of their proposal for any potential reduction.

Since the project has been designed by Woodard & Curran, in order to fully achieve the a seamless transition throughout this project, I have to recommend that the construction services and implementation proposal be accepted.

MEMORANDUM



TO: Howard D. Wessells, Superintendent of Public Works
Village of Tarrytown
FROM: Paul G. Couture, PMP
DATE: May 4, 2016
RE: Village of Tarrytown Phase 1 SCADA Upgrades – Bid Tabulation

Woodard & Curran prepared bid documents, including drawings and specifications for the Village of Tarrytown Phase 1 SCADA upgrades. The bid period ended April 22, 2016. Bids were received from three contractors, and upon review, ELM Electrical, Inc. was the lowest base bid with a complete bid package. We understand the Village will defer SCADA Upgrade work at the Grove Street Wastewater Pump Station to a later date. We therefore recommend award for the base bid contract to ELM Electrical, Inc. A tabulation of the bids is presented in the table below.

Bidder		ELM Electrical, Inc.	Foremost Electric, Corp.	Optimum Controls, Corp.
BASE BID				
Item	Description			
1	Modify existing control panels. Furnish and install SCADA panel, controls and communication hardware at Shaft 10 Pump Station.	\$142,427.00	\$99,800.00	\$176,354.00
2	Furnish SCADA computers and software for Shaft 10 Pump Station.	\$30,420.00	\$51,700.00	\$48,574.00
3	Furnish and install SCADA panel, controls and communication hardware at High Service Tank and Booster Station.	\$24,192.00	\$69,300.00	\$43,719.00
4	Furnish and install SCADA antenna at Low Service Tank.	\$9,890.00	\$17,300.00	\$7,990.00
BASE BID TOTAL		\$206,929.00	\$238,100.00	\$276,637.00
BID ALTERNATE				
Item	Description			
1	Furnish and install Electrical Service, SCADA panel, instruments, controls and communication hardware at South Grove Street Wastewater Pump Station.	\$338,326.00	\$173,400.00	\$123,928.00
BID ALTERNATE TOTAL		\$338,326.00	\$173,400.00	\$123,928.00
Bid Documents & Requirements (Yes/No)				
Bid Signed		YES	YES	YES
Furnished Bid Bond or Check		YES	YES	YES
Furnished References		YES	YES	YES



May 5, 2016

Michael J. McGarvey, PE
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Re: Pump Station SCADA implementation and construction services. **REVISED**

Dear Mr. McGarvey,

Woodard & Curran is pleased to submit the following proposal for your consideration. We have completed a full design of the water system control panel design, Supervisory Control and Data Acquisition (SCADA) system and radio communications. This proposal is for the Construction Services, Programming and Startup of the Water SCADA System. Listed below are the locations and Scope of Services performed at each under this proposal.

PROJECT SITES

The following sites are included in the Scope of this project:

- Neperan Rd. Shaft 10 Pump Station
- High Service Tank (Booster Station not in scope)
- Interconnect Tap Building Communications at Shaft 10 Pump Station

SCOPE OF SERVICES

The following describes the major activities to be undertaken as part of this agreement.

TASK 1 – Construction Services

W&C will oversee the construction and installation of the work defined in the Bid and Design Documents. W&C will do a Factory Acceptance Test of all the control panels at the selected panel shop prior to shipment to the Village. W&C will review and respond to Request for Information (RFI) from Contractors and will monitor and review all the installation work.

TASK 2 – Programming Control Panels

W&C will develop PLC programs and associated OIT's for all sites listed above. Control functions will be reviewed and agreed to by Tarrytown prior to any PLC programming.

TASK 3 – SCADA Screen Programming

W&C will develop preliminary screens for Tarrytown's staff to review and approval prior to developing final screens.

TASK 4 – Startup

W&C will start up all individual station PLC's, radio communications, Ethernet communications, computers and software. W&C will develop a one page automatic report that will be documented in Microsoft Excel. W&C will demonstrate the functionality of every screen, all alarms and reports to the Village as part of commissioning the SCADA system.



TASK 5 – Training & Closeout

W&C will provide operator training during Startup as applicable and will also provide 4 hours of formal training at the completion of Startup. An Operations & Maintenance Manual will be supplied in electronic format. The O&M will consist of:

- All drawings in AutoCAD format;
- All PLC and SCADA files;
- Alarm list; and
- Equipment cut sheets of control panel equipment

WARRANTY

Woodard & Curran warrants the SCADA programming from errors and omissions. Woodard & Curran will correct any errors in programming for a period of 1 year from acceptance of the SCADA system by the Village of Tarrytown. The warranty of equipment is supplied by the contractor installing the SCADA system and is not part of the Woodard & Curran contract. The Village will inform Woodard & Curran of any issues they consider under warranty. Woodard & Curran will address the problem at no cost. If the problem is not related to programming the Tarrytown Maintenance contract will be used to make the necessary repairs or improvement.

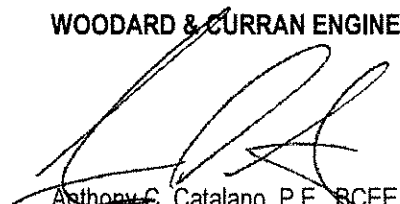
PROJECT BUDGET


W&C proposes to conduct the work presented above for a lump-sum fee of \$65,450.

This work will be conducted in accordance with our existing Terms & Conditions with the Village of Tarrytown and will be billed monthly on a progress-billing basis as a percentage of the total project completion. We appreciate the opportunity to provide this proposal for your consideration. If you have any questions, please do not hesitate to contact Wayne Martin at (914) 424-9328.

Sincerely,

WOODARD & CURRAN ENGINEERING P.A. P.C.


Anthony C. Catalano, P.E., BCEE
Principal


Leroy Kendrick, P.E.
Senior Vice President

SEEN AND AGREED:

Michael J. McGarvey, PE
Village of Tarrytown

Date