



Dutchess County  
Department of  
Planning and  
Development

# Dutchess

William R. Steinhaus  
County Executive

Roger P. Akcey  
Commissioner

Kealy Salomon  
Assistant Commissioner

27 High Street  
Poughkeepsie  
New York 12601  
(845)486-3600  
Fax(845)486-3610

E-mail: [plandev@co.dutchess.ny.us](mailto:plandev@co.dutchess.ny.us)

To: Municipal Officials, Human Service Agencies,  
Developers, and Interested Parties

From: Elizabeth Doyle, Community Development Administrator  
Anne Saylor, Housing Coordinator

Date: December 11, 2009

Re: 2010 Consolidated Plan - Action Plan

The Dutchess County Department of Planning and Development has completed the 2010 Consolidated Plan - Action Plan, which lists the proposed projects for the 2010 Community Development Block Grant and HOME Investment Partnership Program. The projects recommended for funding in the Action Plan are a result of the priorities established in the County's 2008-2012 Consolidated Plan.

Attached to this memo is the legal notice announcing the availability of the 2010 Action Plan along with a list of the proposed 2010 HOME Investment Partnership and Community Development Block Grant projects. We ask that you post this notice at your agency/organization to inform others of their opportunity to comment on the Plan.

As the notice states, the draft Action Plan and Consolidated Plan are available for review by the public for a 30-day period beginning Friday, December 11, 2009 and ending Monday, January 11, 2010. A list of the proposed projects is on the County's HOME Page at <http://dutchessny.gov>.

A public hearing on the draft Action Plan and the proposed projects will be held on Tuesday, December 22, 2010 at 10:00 a.m. at the Department of Planning and Development, 27 High Street, Poughkeepsie, NY.

If you have any questions regarding this notice or the public hearing, please contact us at (845) 486-3600.

EAD/pal  
Attachment

## 2010 Dutchess County Community Development Action Plan

In accordance with HUD regulations, Dutchess County has developed its 2010 Consolidated Plan Annual Action Plan. This annual Action Plan is based upon the 2008-2012 Consolidated Plan which is required for receipt of funds from HUD's two formula programs: HOME Investment Partnership (HOME) and Community Development Block Grant (CDBG).

The following is a list of the proposed 2010 CDBG and HOME projects, which address the priorities in the 2008-2012 Consolidated Plan:

### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2010 Program Year

<u>Public Facilities/Infrastructure</u>	<u>Proposed Amount</u>
T/Dover	Cart Road Improvements \$125,000
T/Pawling	Lakeside Park Trail and Playground \$100,000
T/Pleasant Valley	North Ave. Sidewalk Replacement <b>\$150,000</b>
T/Wappinger	Baseball Field Handicapped Improvements \$100,000
T/Washington	Town Park Handicapped Accessibility \$100,000
V/Millerton	Sidewalk Repair and Replacement \$125,000
V/Pawling	Handicapped Accessible Sidewalks \$ 50,000
V/Tivoli	Montgomery & Spring St. Improvements \$150,000
C/Beacon	Tioronda Bridge Infrastructure Improvements <u>\$192,000</u>
	<b>Sub-Total Public Facilities/Infrastructure \$1,092,000</b>
<u>Public Service Activities</u>	
Child Abuse Prevention Ctr.	Child Advocacy Center \$ 22,000
Hudson River Housing, Inc.	Supportive Services \$ 22,000
Hudson River Housing, Inc.	River Haven \$ 22,000
Mid-Hudson Addiction Rec.	Residential Recovery & Intensive Case Mgmt. \$ 22,000
Northeast Comm. Council	Youth Enrichment Program \$ 22,000
Public Services	Human Services Set-Aside <u>\$ 82,000</u>
	<b>Sub-Total Public Service Activities \$192,000</b>
<u>Administration</u>	
CDBG Administration	\$271,000
Economic Development Zone	\$ 30,000
Neighborworks Homeownership Center	<u>\$ 15,000</u>
	<b>Sub-Total CDBG Administration \$316,000</b>
	Total 2010 CDBG Budget \$1,600,000

### HOME INVESTMENT PARTNERSHIP PROGRAM 2010 Program Year

<u>Rental Housing</u>	<u>Proposed Amount</u>
City of Poughkeepsie HOME Development Loan Program <sup>1</sup>	\$305,628
Pendell Commons, Town of Poughkeepsie	\$220,000
Neighborhood Stabilization Program (NSP)--Multi-Family, Poughkeepsie	\$160,444
Livingston Arms, City of Poughkeepsie	<u>\$120,000</u>
	<b>Sub Total -- Rental Housing \$806,072</b>

**Owner-Occupied Housing**

Rebuilding Together	\$ 50,000
Dutchess County First Time Homebuyer Program	\$108,271 <sup>2</sup>
City of Poughkeepsie CHDO Set-Aside	\$ 53,934
City of Poughkeepsie Senior Rehabilitation Program	\$ 20,000 <sup>3</sup>
City of Poughkeepsie First Time Homebuyer Program	<u>\$ 76,080<sup>3</sup></u>
<b><i>Sub Total – Owner-Occupied Housing</i></b>	<b>\$308,285</b>

**Administration/CHDO Operating**

Administration	\$116,556
CHDO Operating Expenses	<u>\$ 39,000</u>
<b><i>Sub Total – Admin/CHDO Operating</i></b>	<b>\$155,556</b>

**Total 2010 HOME Budget \$1,269,913**

<sup>1</sup>Program will predominantly create rental housing although owner-occupied housing is an eligible housing type.

<sup>2</sup>Funded by \$100,000 in 2010 HOME, \$8,271 in projected 2010 HOME PI.

<sup>3</sup>Funded by existing, reallocated HOME PI (funds originally allocated to C/Pough City-Owned Program in 2009 Action Plan).

The County of Dutchess invites your comments on the draft Action Plan and Consolidated Plan. The draft Action Plan and the Consolidated Plan are available for review by the public for a 30-day period beginning on **Friday, December 11, 2009** and ending **Monday, January 11, 2010**. The document is available during normal business hours at the Dutchess County Department of Planning and Development, 27 High Street, Poughkeepsie, NY 12601. The project listing is available at the County's HOME Page at <http://www.dutchessny.gov>. **A public hearing on the draft Action Plan will be held on Tuesday, December 22, 2009 at 10:00 a.m. at the Dutchess County Department of Planning and Development, 27 High Street, Poughkeepsie, NY. The comments and/or suggestions submitted at and following the public hearing will be taken into consideration and included as appropriate in the final Plan, which will be forwarded to HUD on January 11, 2010.** Please submit your written comments by mail or in person to the Dutchess County Department of Planning and Development, 27 High Street, Poughkeepsie, NY 12601, Attn: Elizabeth Doyle, Community Development Administrator, (845)486-3600 or [edoyle@co.dutchess.ny.us](mailto:edoyle@co.dutchess.ny.us).

**BID OPENING**

**JULY 13, 2011**

The Town of Pleasant Valley had a bid opening on Wednesday, July 13, 2011 at 2:00PM, at Town Hall, 1554 Main Street, Pleasant Valley for North Ave. Sidewalk Replacement.

**PRESENT:** Debbie Bjorkman, Town Clerk  
Greg Bolner, Town Engineer  
Linda Holding Corp, Representative  
Eric DiCorcia, DiCorcia Contrators

The following bids were opened and read allowed:

1)	Linda Holding Corp. 374 Floyd Hawuer Rd Round Top, NY 12473	<b>Item# 1</b> /Sidewalk So. of Quaker Lane	\$40,583.00
		<b>Item #2</b> /5' Sidewalk with 9' curb	\$116,900.00
		<b>Item # 3</b> / 12' of sloped sidewalk with curb	\$24,000.00
		<b>Item #4</b> / 9' drop curb 5' wide driveway apron	\$24,000.00
		<b>Item #5</b> / 9' drop curb plus wide driveway apron	\$30,000.00
		<b>Item#6</b> /concrete sidewalk passing area	\$18,800.00
		<b>Item#7</b> / concrete sidewalk ramp at Road	\$ 9,300.00
		<b>Item#8</b> / concrete behind catch basin	\$ 2,320.00
		<b>Item#9</b> / catch basin cover	\$ 2,700.00
		<b>Item#10</b> / 5'sidewalk at North end	\$18,000.00
		<b>Base Bid: Items 1-10</b>	
		<b>Total</b>	<b>\$286,603.00</b>

Non-collusive bidding certificate and Bid Bond included with bid.

2)	B & K Excavation, Inc. 4 Talbot Drive Pleasant Valley, NY 12569	<b>Item#1</b> / Sidewalk So. of Quaker Lane	\$35,900.00
		<b>Item#2</b> / 5' Sidewalk with 9' curb	\$71,575.00
		<b>Item#3</b> / 12' of sloped sidewalk with curb	\$11,296.00
		<b>Item#4</b> / 9' drop curb 5' wide driveway apron	\$ 8,400.00
		<b>Item# 5</b> / 9' drop curb plus wide Driveway apron	\$12,600.00
		<b>Item#6</b> / concrete sidewalk passing area	\$ 4,800.00
		<b>Item#7</b> / concrete sidewalk ramp at Road	\$ 1,500.00
		<b>Item#8</b> / concrete behind catch basin	\$ 1,200.00
		<b>Item#9</b> / catch basin cover	\$ 2,500.00
		<b>Item#10</b> / 5' sidewalk at North end	\$ 2,673.00
		<b>Base Bid: Items 1-10</b>	

**Total** **\$152,446.00**

Non-collusive bidding certificate and Bid Bond included with the bid.

3)	Thomas Gleason 42 McKinley Lane Poughkeepsie, NY 12603	<b>Item#1/</b> Sidewalk So. of Quaker Lane	\$14,780.00
		<b>Item#2/</b> 5' Sidewalk with 9' curb	\$107,100.00
		<b>Item#3/</b> 12' sloped sidewalk with curb	\$29,480.00
		<b>Item#4/</b> 9' drop curb 5' wide Driveway apron	\$14,640.00
		<b>Item#5/</b> 9' drop curb plus wide Driveway apron	\$28,200.00
		<b>Item#6/</b> concrete sidewalk passing area	\$ 7,040.00
		<b>Item#7/</b> concrete sidewalk ramp at Road	\$ 7,920.00
		<b>Item#8/</b> concrete behind catch basin	\$ 440.00
		<b>Item#9/</b> catch basin cover	\$ 3,000.00
		<b>Item#10/</b> 5' sidewalk at North end	\$ 3,500.00
		<b>Base Bid: Items 1-10</b>	
		<b>Total</b>	<b>\$216,100.00</b>

Non-collusive bidding certificate and Bid Bond included with the bid.

4)	Precise Enterprises 1903 Albany Post Road Walkkill, NY 12589	<b>Item#1/</b> Sidewalk So. of Quaker Lane	\$7,410.00
		<b>Item#2/</b> 5' Sidewalk with 9' curb	\$53,000.00
		<b>Item#3/</b> 12' sloped sidewalk with curb	\$14,000.00
		<b>Item#4/</b> 9' drop curb 5' wide Driveway apron	\$ 6,400.00
		<b>Item#5/</b> drop curb plus wide Driveway apron	\$ 9,000.00
		<b>Item#6/</b> concrete sidewalk passing area	\$ 6,000.00
		<b>Item#7/</b> concrete sidewalk ramp at Road	\$ 4,432.00
		<b>Item#8/</b> concrete behind catch basin	\$ 3,000.00
		<b>Item#9/</b> catch basin cover	\$ 5,000.00
		<b>Item#10/</b> sidewalk at North Ave.	\$ 4,500.00
		<b>Base Bid: Items 1-10</b>	
		<b>Total</b>	<b>\$112,742.00</b>

Non-collusive bidding certificate and Bid Bond included with the bid.

5)	DiCorcia Mason Contractors 147 Travis Rd. Hyde Park, NY 12538	<b>Item#1/</b> Sidewalk So. of Quaker Lane	\$13,367.39
		<b>Item#2/</b> 5' Sidewalk with 9' curb	\$51,800.00
		<b>Item#3/</b> 12' sloped sidewalk with curb	\$19,504.00
		<b>Item#4/</b> 9' drop curb 5' wide Driveway apron	\$ 7,200.00

<b>Item#5/</b> drop curb plus wide Driveway apron	\$11,400.00
<b>Item#6/</b> concrete sidewalk passing area	\$10,000.00
<b>Item#7/</b> concrete sidewalk ramp to Road	\$ 4,500.00
<b>Item#8/</b> concrete behind catch basin	\$ 4,800.00
<b>Item#9/</b> catch basin	\$ 5,000.00
<b>Item#10/</b> sidewalk at North Ave.	\$ 4,830.00
<b>Base Bid: Items 1-10</b>	
<b>Total</b>	<b>\$132,401.39</b>

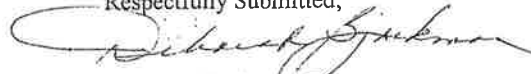
Non-collusive bidding certificate and Bid Bond included with the bid.

6) Sun Up Enterprises, Inc. 1903 Route 376 Wappingers Falls, NY 12590	<b>Item#1/</b> Sidewalk So. of Quaker Lane	\$ 9,500.00
	<b>Item#2/</b> 5' Sidewalk with 9' curb	\$87,500.00
	<b>Item#3/</b> 12' sloped sidewalk with curb	\$24,000.00
	<b>Item#4/</b> 9' drop curb 5' wide Driveway apron	\$11,360.00
	<b>Item#5/</b> drop curb plus wide Driveway apron	\$17,040.00
	<b>Item#6/</b> concrete sidewalk passing area	\$ 6,480.00
	<b>Item#7/</b> concrete sidewalk ramp to Road	\$ 5,850.00
	<b>Item#8/</b> concrete behind catch basin	\$ 3,440.00
	<b>Item#9/</b> catch basin	\$ 4,375.00
	<b>Item#10/</b> sidewalk at North Ave.	\$ 3,000.00
	<b>Base Bid: Items 1-10</b>	
<b>Total</b>	<b>\$172,545.00</b>	

Non-collusive bidding certificate and Bid Bond included with the bid.

Bids will be reviewed by the Town Board and awarded as soon as possible.

Respectfully Submitted,



Deborah Bjorkman, Town Clerk



**Dutchess County  
Department of  
Planning and  
Development**

# Dutchess


**William R. Steinhaus**  
County Executive

**Kealy Salomon**  
Commissioner

27 High Street  
Poughkeepsie  
New York 12601  
(845)486-3600  
Fax(845)486-3610  
E-mail:plandev@co.dutchess.ny.us

## MEMORANDUM

**TO:** Municipal Officials

**FROM:** Audra Murray   
Principal Program Assistant

**DATE:** March 25, 2010

**RE:** Community Development Block Grant Program  
2010 Program Year Agreement

Enclosed are five copies of the Agreement between your municipality and the County of Dutchess for the 2010 Community Development Block Grant Program Year.

Please sign page 22 of each Agreement and return to us for further processing. The municipality will receive an executed copy of the Agreement once it has been finalized by the County Attorney's office.

There are two Schedules for each Agreement. Schedule "A" is attached to the Agreement. It contains the project name, amount, account number, and description.

Schedule "B" which is the Final Allocation Form, is also attached to the Agreement. It specifies the project budget and breakdown of the use of funds per each eligible line item. The Schedule "B" has been completed with the budget information provided on your applications, however, the budget amounts have been adjusted to account for any reduction in the requested amounts. Please review the information and make any necessary changes.

Upon your review, please return the signed Agreements along with the required Certificate of Insurance and endorsement or policy page. We will be unable to access your project accounts until these Agreements/documents are finalized.

If you have any questions, please contact me at [amurray@co.dutchess.ny.us](mailto:amurray@co.dutchess.ny.us) or 486-3600.

AM  
Enclosure

**RESOLUTION #22/2010**

TOWN OF PLEASANT VALLEY TOWN BOARD

TOWN BOARD RESOLUTION

BY BOARD MEMBER: COUNCILMAN STEVE ALBRECHT

WHEREAS, the Town of Pleasant Valley is party to a Cooperation Agreement with Dutchess County for the period of 2010 - 2012 for purposes of undertaking a Community Development Program pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the HOME Investment Partnership Program of Title II of the National Affordable Housing Act of 1990; and

WHEREAS, the Town of Pleasant Valley has been awarded \$150,000.00 for the North Avenue Sidewalk Replacement Project for the 2010 Community Development Block Grant Program year; now, therefore, be it

RESOLVED, that the Town Supervisor be and hereby is authorized to sign and execute an Agreement between County Dutchess and the Town of Pleasant Valley for funding under the 2010 Community Development Block Grant Program; and, it is further

RESOLVED, that the Supervisor is hereby authorized to signed any and all documents necessary and associated with the project and the terms and conditions set forth from the Community Development Block Grant Program Agreement.

SECONDED BY: COUNCILMAN CHRIS HART

DATED: April 14, 2010

<u>ROLL CALL:</u>	<u>AYE</u>	<u>NAY</u>
Councilman Albrecht	X	
Councilwoman Curlee	X	
Councilman Hart	X	



Councilman Sagliano X

Supervisor McNair X

**CARRIED.**



**Gellert & Klein, P.C.**  
Attorneys at Law

75 Washington Street • Poughkeepsie, NY 12601  
(845) 454-3250  
(845) 454-4652 fax

Westchester County Office  
3010 Westchester Avenue Suite 302  
Purchase, NY 10577  
(914) 249-0100  
(914) 249-0111 fax

Columbia County Office  
2210 Route 7  
Copake, NY 12516  
(518) 329-1533 tel/fax

[www.gklaw.us](http://www.gklaw.us)  
April 14, 2010

Counsel

S. Nina Gellert  
Raina E. Maisel ◊  
Justice George D. Marlow  
Appellate Division (Ret.)  
Senator Stephen M. Saland  
Robert C. Vincent, Jr.

Joseph H. Gellert  
(1907-1989)

\*Also Admitted in CT  
\*Also Admitted in NJ  
◊Also Admitted in England

Leonard Klein  
Arthur L. Gellert  
Stephen E. Ehlers  
John A. Geoghegan  
Lillian S. Weigert  
Scott L. Volkman  
David R. Wise \*  
Roderick J. MacLeod  
Bevin S. Harrington  
Kelly L. Traver \*  
Daniel H. Stock  
Pamela B. Richardson ▲  
Elizabeth M. Corrado

Town Board  
Town of Pleasant Valley  
1554 Main Street  
Pleasant Valley, NY 12569

Re: 2010 Community Development Block Grant  
North Avenue Sidewalk Replacement Project

Dear Supervisor McNair and Town Board Members:

I have reviewed a contract associated with the above-referenced matter, which was forwarded to me for review. This Agreement is a typical agreement prepared by Dutchess County, which administers the funds associated with the CDBG Program. The Agreement is customary for such a program. It is consistent with the previous agreements offered by the County for prior grant awards.

The grant is for a period that expires on August 31, 2011. The project must be completed and funds expected by that time. There are substantial requirements that are incorporated in the contract that must be complied with for the Town to be reimbursed for expenditures. Expenditures for this project are strictly for reimbursement for contracted labor toward the cost of the overall project.

There are provisions for limitations on administrative costs and reimbursements on architectural, engineering and design costs. However, per schedule "B" the funds are designated for "contractual labor" only. It should be noted that the obligation of the County to make payment is limited to the funds that they receive from HUD for this project. In addition, the obligation of the Town to perform the contract is limited to the funds that are received by the County from HUD for the project. It is my understanding that because of the nature of the award that the funds are already available to the County for this purpose.



There are substantial obligations imposed upon a municipality to meet requirements for obtaining the grant funds. There are many provisions that need to be incorporated to and included in the bid documents that the Engineer will be preparing. It is important for the Engineer to have a copy of this Agreement so that this can be accomplished and I believe it would appropriate for me to review that package when it is ready to be bid.

The County does include a requirement that the Town indemnify and hold them harmless and provide certain minimum insurance coverages. We would similarly impose such obligations upon the contractor. Much of the project will not be reimbursable in any event. It is really the "contracted labor" portion of it, up to \$150,000.00, that will be. I would expect that the total project costs will exceed the \$150,000.00 amount. I do not know what the Town's plans are at this time to provide funding for the total project cost and whether or not you intend to advance funds pending reimbursement by the County from the General Fund or to borrow on a short term basis. In addition to the contractual requirements that need to be passed on to an actual contractor on this project, the Town will also have substantial obligations as it has in the past for record keeping.

The contract is in a form acceptable for execution and the Town is authorized to enter into such a contract. I have attached a resolution for your consideration authorizing the Supervisor to execute the proposed contract.

Yours very truly,

GELLERT & KLEIN, P.C.

  
BY: SCOTT L. VOLKMAN

SLV/br

Enc.

cc: Debbie Bjorkman, Town Clerk.

The Town of Pleasant Valley invites bids for the “**CDBG – Sidewalk Replacement**” located on North Avenue in the Town of Pleasant Valley, Dutchess County, New York.

Separate sealed bids will be received by the Town of Pleasant Valley Town Clerk’s Office at the Town Hall located at 1554 Main Street, Pleasant Valley, NY 12569 until **2:00pm**. (local time) **July 13, 2011**, at which time they will be publicly opened and read aloud. Bids received after that time will not be accepted.

The Work of the project will be let for the following Contracts:

Contract 1      **CDBG Sidewalk Replacement**

The Work of the project shall be completed within **60 days** from the notice of award.

Copies of the Bidding Documents will be available starting, **June 23rd, 2011**, at A Copy A Second, Inc., Route 82, Hopewell Junction, NY 12533, phone 845-226-4153, upon deposit of Fifty Dollars (\$50.00) per set (Drawings and Project Manual). Checks shall be made payable to the Town of Pleasant Valley. Partial sets will not be distributed.

A Bidder, upon 1) making the deposit required for the Bid Documents, 2) submitting a Proposal accompanied by a certified check or other security in accordance with the requirements contained in the plans and specifications and public advertisement for bids, and 3) returning the plans and specifications used by such Bidder in good condition within thirty (30) days following the award of the Contract, or rejection of the Bid, shall have returned to them the full amount of the deposit for one copy of the plans and specifications.

Prospective bidders may request clarifications of the Bid Documents by contacting Greg Bolner, at (phone 845-567-2011 fax 845-567-9614). All requests for clarifications shall be submitted in writing on the Clarification Form provided.

Prospective bidders are strongly encouraged to attend a pre-bid conference for the Project conducted by the Town Engineer, Greg Bolner, on **Tuesday July 5, 2011 at 9:00am** at the Town Hall.

Attention of the Bidder is particularly called to the Owner’s sales tax exemption, the requirements as to conditions of employment to be observed, and the prevailing wage rates to be paid under the Contract. In addition, the Bidding Documents contain detailed requirements for the qualification of Bidders. These include, among other things, insurance requirements, financial statements, bank references, lists of lawsuits, arbitrations or other proceedings in which the Bidder has been named as a party, and a description of other projects of similar size and scope completed by the Bidder.

Bids shall be prepared as set forth in “INSTRUCTIONS TO BIDDERS”, enclosed in a sealed envelope bearing on its face the name and address of the Bidder and the title of the Work to which the bid enclosed relates.

No Bidder may withdraw his bid within forty-five (45) days after the actual bid opening.

The Owner reserves the right to waive any and all informalities in, or to reject, any or all bids.

The Owner further reserves the right to disqualify Bidders for any material failure to comply with the “INSTRUCTIONS TO BIDDERS” and “SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.”

BY ORDER OF THE VILLAGE BOARD:  
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

**END OF SECTION**

# Poughkeepsie Journal

## AFRUIT OF PUBLICATION

State of New York  
County of Dutchess  
City of Poughkeepsie

Rita Lombardi, of the City of Poughkeepsie,  
Dutchess County, New York, being duly sworn, says  
that at the several times hereinafter mentioned he/she  
was and still is the Principle Clerk of the Poughkeepsie  
Newspapers Division of Gannett Satellite Information  
Network, Inc., publisher of the Poughkeepsie Journal, a  
newspaper published every day in the year 2011 in the  
city of Poughkeepsie, Dutchess County, New York, and  
that the annexed Notice was duly published in the said  
newspaper for one insertion  
successively, in each week, commencing on the 27th  
day of June in the year of 2011 and  
on the following dates thereafter, namely on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And ending on the \_\_\_\_\_ day of \_\_\_\_\_ in  
the year of 2011, both days inclusive.

Rita Lombardi  
Subscribed and sworn to before me this 28th day  
of June in the year of 2011.

Rose Ann Simpson  
Notary Public

My commission expires 1/4/2014

ROSE ANN SIMPSON  
Notary Public, State of New York  
No. 01S16215893  
Qualified in Dutchess County  
Commission Expires January 4, 2014

shall be completed  
within 60 days from the  
notice of award.  
Copies of the Bidding  
Documents will be  
available starting, June  
23rd, 2011, at A Copy A  
Second, Inc., Route 82,  
Hopewell Junction, NY  
12533, phone 845-226-  
4153, upon deposit of  
Fifty Dollars (\$50.00)  
per set (Drawings and  
Project Manual).  
Checks shall be made  
payable to the Town of  
Pleasant Valley. Partial  
sets will not be distrib-  
uted.

A Bidder, upon 1) mak-  
ing the deposit required  
for the Bid Documents,  
2) submitting a Propo-  
sal accompanied by a  
certified check or other  
security in accordance  
with the requirements  
contained in the plans  
and specifications and  
public advertisement  
for bids, and 3) return-  
ing the plans and speci-  
fications used by such  
Bidder in good condi-  
tion within thirty (30)  
days following the  
award of the Contract,  
or rejection of the Bid,  
shall have returned to  
them the full amount of  
the deposit for one  
copy of the plans and  
specifications.

Prospective bidders  
may request clarifica-  
tions of the Bid Docu-  
ments by contacting  
Greg Bolner, at (phone  
845-567-2011 fax 845-  
567-9614). All requests  
for clarifications shall  
be submitted in writing  
on the Clarification  
Form provided.

Prospective bidders are  
strongly encouraged to  
attend a pre-bid confer-  
ence for the Project  
conducted by the Town  
Engineer, Greg Bolner,  
on Tuesday July 5, 2011  
at 9:00am at the Town  
Hall.

Attention of the Bidder  
is particularly called to  
the Owner's sales tax  
exemption, the require-  
ments as to conditions  
of employment to be  
observed, and the pre-  
vailing wage rates to be  
paid under the Con-  
tract. In addition, the  
Bidding Documents  
contain detailed re-  
quirements for the  
qualification of Bidders.  
These include, among  
other things, insurance  
requirements, financial  
statements, bank refer-  
ences, lists of lawsuits,  
arbitrations or other  
proceedings in which  
the Bidder has been  
named as a party, and a  
description of other  
projects of similar size  
and scope completed  
by the Bidder.

Bids shall be prepared  
as set forth in "INSTRU-  
CTIONS TO BIDDERS",  
enclosed in a sealed en-  
velope bearing on its  
face the name and ad-  
dress of the Bidder and  
the title of the Work to  
which the bid enclosed  
relates.

No Bidder may with-  
draw his bid within for-  
ty-five (45) days after  
the actual bid opening.  
The Owner reserves the  
right to waive any and  
all informalities in, or to  
reject, any or all bids.

The Owner further re-  
serves the right to dis-  
qualify Bidders for any  
material failure to com-  
ply with the "INSTRU-  
CTIONS TO BIDDERS"  
and "SUPPLEMENTARY  
INSTRUCTIONS TO BID-  
DERS."

BY ORDER OF THE VIL-  
LAGE BOARD:  
AN EQUAL OPPORTUNI-  
TY/AFFIRMATIVE AC-  
TION EMPLOYER  
4173

The Town of Pleasant  
Valley invites bids for  
the "CDBG - Sidewalk  
Replacement" located  
on North Avenue in the  
Town of Pleasant Val-  
ley, Dutchess County,  
New York.  
Separate sealed bids  
will be received by the  
Town of Pleasant Valley  
Town Clerk's Office at  
the Town Hall located  
at 1554 Main Street,  
Pleasant Valley, NY  
12569 until 2:00pm (lo-  
cal time) July 13, 2011,  
at which time they will  
be publicly opened and  
read aloud. Bids re-  
ceived after that time  
will not be accepted.  
The Work of the project  
will be let for the fol-  
lowing Contracts:  
Contract 1 CDBG  
Sidewalk Replacement  
The Work of the project

## Deborah Bjorkman

---

**From:** Fowx, Cheryl [CFOWX@poughkee.gannett.com]  
**Sent:** Friday, June 24, 2011 1:42 PM  
**To:** Deborah Bjorkman  
**Subject:** Ad Confirmation

**Attachments:** UAS1AA.jpg



UAS1AA.jpg (25  
KB)

Thank you for placing your ad.

Date 06/24/11  
Publication PJLG  
Account Number 216038  
Ad Number 3214173  
Total Ad Cost \$98.26  
NOTICE WILL RUN ON 6/27

AD COPY

The Town of Pleasant Valley invites bids for the "CDBG - Sidewalk Replacement" located on North Avenue in the Town of Pleasant Valley, Dutchess County, New York.

Separate sealed bids will be received by the Town of Pleasant Valley Town Clerk's Office at the Town Hall located at 1554 Main Street, Pleasant Valley, NY 12569 until 2:00pm.

(local time) July 13, 2011, at which time they will be publicly opened and read aloud.

Bids received after that time will not be accepted.

The Work of the project will be let for the following Contracts:

Contract 1 CDBG Sidewalk Replacement

The Work of the project shall be completed within 60 days from the notice of award.

Copies of the Bidding Documents will be available starting, June 23rd, 2011, at A Copy A Second, Inc., Route 82, Hopewell Junction, NY 12533, phone 845-226-4153, upon deposit of Fifty Dollars (\$50.00) per set (Drawings and Project Manual). Checks shall be made payable to the Town of Pleasant Valley. Partial sets will not be distributed.

A Bidder, upon 1) making the deposit required for the Bid Documents, 2) submitting a Proposal accompanied by a certified check or other security in accordance with the requirements contained in the plans and specifications and public advertisement for bids, and 3) returning the plans and specifications used by such Bidder in good condition within thirty (30) days following the award of the Contract, or rejection of the Bid, shall have returned to them the full amount of the deposit for one copy of the plans and specifications.

Prospective bidders may request clarifications of the Bid Documents by contacting Greg Bolner, at (phone 845-567-2011 fax 845-567-9614). All requests for clarifications shall be submitted in writing on the Clarification Form provided.

Prospective bidders are strongly encouraged to attend a pre-bid conference for the Project conducted by the Town Engineer, Greg Bolner, on Tuesday July 5, 2011 at 9:00am at the Town Hall.

Attention of the Bidder is particularly called to the Owner's sales tax exemption, the requirements as to conditions of employment to be observed, and the prevailing wage rates to be paid under the Contract. In addition, the Bidding Documents contain detailed requirements for the qualification of Bidders. These include, among other things,

insurance requirements, financial statements, bank references, lists of lawsuits, arbitrations or other proceedings in which the Bidder has been named as a party, and a description of other projects of similar size and scope completed by the Bidder.

Bids shall be prepared as set forth in "INSTRUCTIONS TO BIDDERS", enclosed in a sealed envelope bearing on its face the name and address of the Bidder and the title of the Work to which the bid enclosed relates.

No Bidder may withdraw his bid within forty-five (45) days after the actual bid opening. The Owner reserves the right to waive any and all informalities in, or to reject, any or all bids.

The Owner further reserves the right to disqualify Bidders for any material failure to comply with the "INSTRUCTIONS TO BIDDERS" and "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS."  
BY ORDER OF THE VILLAGE BOARD:  
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

4173

Dutchess

July 20, 2011

RECEIVED  
JUL 22 2011  
TOWN CLERK

Mr. Greg Bolner, P.E.  
Clark Patterson Lee  
900 Corporate Blvd.  
Newburgh, NY 12550

Re: 2010 CDBG – North Ave. Sidewalk Replacement Project  
Town of Pleasant Valley

Dear Mr. Bolner:

The bid results for the above referenced project have been reviewed and approved by our construction staff.

We have verified that the contractor, Precise Enterprises, does not appear on the debarred contractor's list and, therefore, is eligible to be awarded a contract funded under the Community Development Block Grant Program.

Please note that the Federal Prevailing Wage Rates previously provided to you, dated 6/10/2010, are current and do not need to be updated. You are responsible to obtain any updates if necessary for the State Prevailing wages. Please submit a copy of the State Prevailing Wages, as well as any updates for our records.

Once the bid is awarded, and prior to the start of construction, please contact this office to schedule a pre-construction conference.

Lastly, please submit a copy of the affidavit of publication and the listing of MBE/WBE's solicited for our records.

If you have any questions or require further assistance, please contact me at 486-3600.

Thank you.

Sincerely,

  
Audra Murray  
Principal Program Assistant

C: John McNair, Supervisor, T/Pleasant Valley

Dutchess County  
Department of  
Planning and  
Development

William R. Steinhaus  
County Executive

Kealy Salomon  
Commissioner

Eoin Wrafter  
Assistant Commissioner

27 High Street  
Poughkeepsie  
New York  
12601  
(845) 486-3600  
Fax (845) 486-3610







DEBORAH BJORKMAN, TOWN CLERK

**TOWN OF PLEASANT VALLEY**

1554 MAIN STREET

PLEASANT VALLEY, N.Y. 12569

845-635-3274

Date: July 21, 2011

To: Precise Enterprises

From: Deborah Bjorkman, Town Clerk

Re: Bid/Quote Awards

The Town Board of Pleasant Valley, meeting in regular session on

July 20, 2011.

Accepted your Bid/Quote for \_\_\_\_\_

North Avenue Sidewalk Replacement

**COPY**



July 26, 2011

Mr. Michael Furia  
Precise Enterprises, Inc.  
P.O. Box 93  
Wallkill, NY 12589

RECEIVED

AUG - 1 2011

TOWN CLERK

**Re: Town of Pleasant Valley  
CDBG – North Avenue Sidewalk Project  
Job # 11422.13**

Dear Mr. Furia:

We are pleased to inform you that by way of resolution on July 20, 2011, the Town of Pleasant Valley Board authorized that the contract for the North Avenue Sidewalk Project awarded to Precise Enterprises, Inc. The contract is being awarded for the total base bid amount of \$112,742. This letter is being written as your official Notice of Award / Notice to Proceed.

Please proceed quickly with the required contract execution. First, prepare the required insurance and bonding documentation. Per the bid documents, the insurance certificates are to name the Contractor, the Town of Pleasant Valley, and Clark Patterson Lee as insured.

The contract document is being transmitted electronically, Please print and execute three copies and deliver to our office. I will present to the Town for signature.

I will contact you to schedule a pre-construction meeting at the County following execution of the contract.

If you have any questions, please contact me at 845-567-2011 ext. 2119.

Sincerely,

Clark Patterson Lee

Greg W. Bolner, P.E.  
Principal Associate

✓ cc: Supervisor John McNair and Members of the Town Board  
Scott L. Volkman, Esq.  
Audra Murray, Dutchess County Planning

This Agreement is dated the 26th day of July, in the year 2011, by and between the TOWN OF PLEASANT VALLEY (hereinafter called the OWNER), and PRECISE ENTERPRISES, INC. (hereinafter called the CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is titled as follows:

**CDBG – SIDEWALK REPLACEMENT**

Article 2. ENGINEER

2.01 The Project has been designed by Clark Patterson Lee, 900 Corporate Blvd., Newburgh New York; who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be completed **60** days after the date when the Contract is executed, whichever is sooner. The Signing of the Contract will function as the Notice to Proceed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01 below:

4.01 For all Unit price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in this paragraph 4.01 (see attached BID section for specific items).

TOTAL OF ALL UNIT PRICES One hundred twelve thousand, seven hundred forty two Dollars  
( \$ 112,742 )

The Owner Reserves the right to select the lowest responsible Bidder AND which technology is to be used for completing the work. The Owner also reserves the right to reject any and all bids.

Article 5. PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment to the ENGINEER. Applications for Payment will be processed by ENGINEER.

5.02 Progress Payments: Retainage

A. CONTRACTOR shall submit Application for payments (AIA Document G702-1992 and AIA Document 703-1992) for portions of the work completed under the contract on or about the 20th day of each month during performance of the Work provided in paragraphs 5.02.A.1 and 5.02.A.2 below. All such payments will be measured by the schedule of values established (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine, or OWNER may withhold.
  - a. 95% of Work completed (with the balance being retainage).
  - b. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner)
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine and less ENGINEER'S estimate of the value of the Work to be completed or corrected.

5.03 Final Payment

- A. Upon final completion and acceptance of the Work the OWNER shall pay the remainder of the Contract Price, less 5% retainage as recommended by ENGINEER.
- B. Retainage shall be released to the CONTRACTOR six (6) months after Final Payment and after all conditions of the contract have been met.

Article 6. INTEREST

6.01 All moneys not paid within 45 days, following submittal of engineer-approved application for payment, shall bear interest at a point above the current prime rate.

Article 7. CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance or furnishing of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the Site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. CONTRACTOR shall, upon written notice from the Engineer, remedy any defects in the Work which shall appear within a period of one (1) year from date of final payment for completed Work.
- L. CONTRACTOR shall comply with the provisions of Paragraphs VIII A. Civil Rights and VIII B. Affirmative Action attached hereto.

#### Article 8. CONTRACT DOCUMENTS

##### 8.01 Contents

- A. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:
  - 1. This Agreement,
  - 2. Contract Documents with each document or sheet bearing the following general title: TOWN OF PLEASANT VALLEY, CDBG - HANDICAP ACCESSIBILITY.
  - 3. Addenda number 1, inclusive.
  - 4. CONTRACTOR's Bid.
  - 5. Documentation submitted by CONTRACTOR prior to Notice of Award.
  - 6. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
- B. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents.
- C. The documents listed in paragraphs 8.01 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- D. There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented in writing.

Article 9. MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.02 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.05 OTHER PROVISIONS. (If applicable)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2011 (which is the Effective Date of the Agreement).

OWNER : TOWN OF PLEASANT VALLEY

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

(Acknowledgement of Officer or Owner Executing Agreement)

State of NEW YORK )

) SS:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally came and appeared \_\_\_\_\_, to me known and known to me, being duly sworn, did depose and say that \_\_\_he is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law \_\_\_he subscribe h\_\_ name to the foregoing instrument and that \_\_\_he executed the same for the purpose therein mentioned.

\_\_\_\_\_,  
(Notary Public)

(Acknowledgement of Contractor, if a Corporation)

State of NEW YORK )

) SS:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally came and appeared \_\_\_\_\_, to me known and known to me, being duly sworn, did depose and say that \_\_\_he resides at \_\_\_\_\_; that \_\_\_he is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that \_\_\_he signed h\_\_ name thereto by like order.

\_\_\_\_\_,  
(Notary Public)

END OF SECTION



Town of Pleasant Valley  
 CDBG - North Avenue Sidewalk Project  
 July 13, 2011

Item	Description	Units	Qty	Unit Price	Total	Precise Enterprises	DiCorcia Mason Contractors	B&K Excavating
						Unit Price	Unit Price	Unit Price
						Total	Total	Total
1	3'3" Sidewalk South of Quaker Hill	LS	1	\$ 7,410.00	\$ 7,410.00	\$ 13,367.39	\$ 13,367.39	\$ 35,900.00
2	5' Sidewalk with 9" curb	LF	700	\$ 75.71	\$ 53,000.00	\$ 74.00	\$ 51,800.00	\$ 102.25
3	12' of sloped sidewalk with curb	Ea	8	\$ 1,750.00	\$ 14,000.00	\$ 2,438.00	\$ 19,504.00	\$ 1,412.00
4	Concrete apron flare	LF	80	\$ 80.00	\$ 6,400.00	\$ 90.00	\$ 7,200.00	\$ 105.00
5	Concrete driveway apron	LF	120	\$ 75.00	\$ 9,000.00	\$ 95.00	\$ 11,400.00	\$ 105.00
6	Concrete sidewalk passing area	Ea	4	\$ 1,500.00	\$ 6,000.00	\$ 2,500.00	\$ 10,000.00	\$ 1,200.00
7	Concrete sidewalk ramp at Road	Ea	3	\$ 1,477.33	\$ 4,432.00	\$ 1,500.00	\$ 4,500.00	\$ 500.00
8	Concrete behind catch basin	Ea	4	\$ 750.00	\$ 3,000.00	\$ 1,200.00	\$ 4,800.00	\$ 300.00
9	Catch Basin Cover	Ea	5	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00
10	5' sidewalk at north end	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 4,830.00	\$ 4,830.00	\$ 2,675.00
	Total				\$ 112,742.00	\$ 132,401.39	\$ 152,446.00	
Alt	Eliminate subbase		700	\$ 2.86	\$ 2,000.00	\$ 1.50	\$ 1,050.00	\$ 3.00

Town of Pleasant Valley  
 CDBG - North Avenue Sidewalk Project  
 July 13, 2011

Item Description	Units	Qty	Sunup Enterprises, Inc.		Thomas Gleason		Linda Holding Corp.	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1 3'3" Sidewalk South of Quaker Hill	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 14,780.00	\$ 14,780.00	\$ 40,583.00	\$ 40,583.00
2 5' Sidewalk with 9" curb	LF	700	\$ 125.00	\$ 87,500.00	\$ 153.00	\$ 107,100.00	\$ 167.00	\$ 116,900.00
3 12' of sloped sidewalk with curb	Ea	8	\$ 3,000.00	\$ 24,000.00	\$ 3,685.00	\$ 29,480.00	\$ 3,000.00	\$ 24,000.00
4 Concrete apron flare	LF	80	\$ 142.00	\$ 11,360.00	\$ 183.00	\$ 14,640.00	\$ 300.00	\$ 24,000.00
5 Concrete driveway apron	LF	120	\$ 142.00	\$ 17,040.00	\$ 235.00	\$ 28,200.00	\$ 250.00	\$ 30,000.00
6 Concrete sidewalk passing area	Ea	4	\$ 1,620.00	\$ 6,480.00	\$ 1,760.00	\$ 7,040.00	\$ 4,700.00	\$ 18,800.00
7 Concrete sidewalk ramp at Road	Ea	3	\$ 1,950.00	\$ 5,850.00	\$ 2,640.00	\$ 7,920.00	\$ 3,100.00	\$ 9,300.00
8 Concrete behind catch basin	Ea	4	\$ 860.00	\$ 3,440.00	\$ 110.00	\$ 440.00	\$ 580.00	\$ 2,320.00
9 Catch Basin Cover	Ea	5	\$ 875.00	\$ 4,375.00	\$ 600.00	\$ 3,000.00	\$ 540.00	\$ 2,700.00
10 5' sidewalk at north end	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 18,000.00	\$ 18,000.00
<b>Total</b>				\$ 172,545.00		\$ 216,100.00		\$ 286,603.00
Alt Eliminate subbase		700	\$ 3.50	\$ 2,450.00	\$ 2.75	\$ 1,925.00	\$ 10.00	\$ 7,000.00

**COUNTY OF DUTCHESS - DEPARTMENT OF PUBLIC WORKS  
HIGHWAY WORK PERMIT - SECTION 136 HIGHWAY LAW**

**Permittee:** Town of Pleasant Valley, Attn : John McNair  
1554 Main Street  
Pleasant Valley, NY 12569  
Tel: 845-635-3598

**PERMIT NO.:** P 11-157  
**Expiration Date:** 9/28/2012  
**County Route No.:** 72

**Description of Permitted Work:** **Type of Permit:** SIDEWALK

Reconstruct approx. 1150' of sidewalk inclusive of drainage structures, curb walls, handicap ramps with detectable warning units along east side of CR 72 in accordance with approved submitted plans dated 3/19/10 and as amended.

**Permit Fee:** \$0.00  
**Security Deposit:** \$112,742.00 **BOND**  
**Additional Security:** \$0.00  
**Special Rental Fee:** \$0.00  
**Sign Fee:** \$0.00

**Tax Parcel Number:**

**Work Location:**

On east side of CR 72 located approx. 150' south of Quaker Hill Road to Ravine Road.

**Insurance Required:** Yes  
**National Grange Mutual**  
**Policy #** MPX25718

**Approved Plan:**

CDBG Handicap Accessibility North Avenue Sidewalks - Tn. Of Pleasant Valley.

**RECEIVED**

SEP 29 2011

**Plan Dated:** 3/19/10

DPW ENGINEERING

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(I, We), the undersigned, acknowledge that:

I, the permittee described above, am (an, the) owner of the property listed herein and I have read and understand the terms, conditions, and limitations of this permit, including any special conditions on the reverse side of this permit.

I, JOHN MCNAIR, am a duly authorized agent for the permittee described above, who is (an, the) owner of the property listed herein and I have read and understand the terms, conditions, and limitations of this permit, including any special conditions on the reverse side of this permit. Attach authorization letter to this permit.

[Signature]  
Permittee or Agent's Signature

9/27/11  
Date

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(I, We), the undersigned, accept the terms and conditions of the "Dutchess County Policy and Standards for Access and Utility Work on County Highways," (Highway Work Permit Policy Manual) and all additional conditions and limitations of this permit established by Dutchess County DPW, and will perform all work to the satisfaction of the County of Dutchess Commissioner of Public Works or his designee. All authorized work including restoration shall be completed before the permit expiration date. If work cannot be completed by the expiration date specified herein, applicant may apply for renewal of the permit. Dutchess County Department of Public Works reserves the right to grant or deny any permit renewal request. The permitted work shall be available for inspection during DCDPW normal business hours. The work shall be made available for inspection at any time with twenty-four (24) hour notice.

[Signature]  
Permittee or Agent's Signature

9/27/11  
Date

D  
C  
D  
P  
W

Permit location and/or plans reviewed by: [Signature]

Permit fee received by: NA

Permit security deposit received by: BOND

Permit approved by: [Signature] Date: 9-29-11  
Title: TRAFFIC ENGR.

**\*\*READ REVERSE SIDE FOR PERMIT CONDITIONS AND RESTRICTIONS\*\***

P 11-157





PROJECT NAME: Town of Pleasant Valley

DATE & BID #	BIDDER INFORMATION	PHONE #	FAX #	BID CHECK #	DATE CHECK RECEIVED	S&H CHECK #	DISTRIBUTION METHOD	DATE SET RETURNED
#4	NAME OF BIDDER: Precise Enterprises ADDRESS: 1613 ADDRESS: Walden, NY	845 895 1613	845 778 1367	7655	6/29/11	/	P/U	
#5	NAME OF BIDDER: Medley Const. Corp. ADDRESS: ADDRESS: P.U. 411	771-8863	486-6521	50.00 cash	7-5-11	/	P/U	
#6	NAME OF BIDDER: B&K Excavation ADDRESS: 4 Talbot Drive ADDRESS: Pleasant Valley, NY 12569	454-6136	454-6140	11688	7-6-11	/	P/U	7/19/11 check return
#7	NAME OF BIDDER: Thomas Gleason Inc ADDRESS: 42 McKinley Lane ADDRESS: Poughkeepsie, NY 12601	454-3730	454-4556	16290	7-7-11	/	P/U	
#8	NAME OF BIDDER: Brenda Ricketteller ADDRESS: 374 Linda Holding Corp ADDRESS: Floyd Harwell Bldg Round Top NY 12473	518-622-7882	58-622-9553	30672	7-7-11	Called and ask for # 30674	shipped these Fed-ex Acc & Returned check	10/25/11
#9	NAME OF BIDDER: DI CORCIA Mason Cont. ADDRESS: 147 Travis Road ADDRESS: Hyde Park NY 12538	471-2625	454-788	3333	7-8-11	/	Pick-up	
#	NAME OF BIDDER: ADDRESS: ADDRESS:							
#	NAME OF BIDDER: ADDRESS: ADDRESS:							

Total \$250



DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION - TRAFFIC AND SAFETY SECTION

RECEIPT #: S 11-157

DATE: 9/23/2011

RECEIVED FROM: Town of Pleasant Valley. Attn : John McNair

ADDRESS: 1554 Main Street, Pleasant Valley, NY 12569

SECURITIES: ~~112,742.00~~ CERTIFIED CHECK #: Bond # 0536177 CR#: 72

RECEIVED BY:  PERMIT #: P 11-157

**COPY "A"  
TO  
PERMITTEE**