

AGENDA
Town of Lockport Board Meeting
October 9, 2013

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

BUSINESS MEETING:

1. Approval of Minutes of Town of Lockport Board Meetings on 09/03/2013, 09/04/2013 and 09/18/2013 and 09/25/2013.
2. Approval of Payment of Bills.
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report.
6. Resolution to authorize the Supervisor to notify Niagara County Real Property Services of unpaid Sewer, Water and Refuse before November 1, 2013 and to have Real Property add those amounts to the 2014 Niagara County Tax Roll.
7. Resolution to authorize the Supervisor to enter a contract with Ross Rental Station to provide a bounce house for the Town Community Day on Oct. 20, 2013.
8. Resolution to authorize the Supervisor to enter a contract with Becker Farms to provide discount passes to Town residents for hayrides, and for their "Pumpkin Fiesta".
9. Resolution to authorize the Supervisor to enter a contract with Lakeview Animal Sanctuary, Inc. to provide a petting zoo and pony rides for the Town Community Day on Oct. 20, 2013.

(Over)

10. Resolution to award Contract#13-5 (Carpenter's Building HVAC Improvements) to Parise Mechanical, Inc. of Tonawanda, NY, the low bidder in the amount of \$30,500.00.
11. Resolution to approve a Change Order #1 to Contract#13-4 (Carlisle Gardens & Lincoln Village Sanitary Sewer TV & Flush) to add the amount of \$15,470.20 to increase the total project cost to \$38,783.10.
12. Resolution to approve Change Order #1 to Contract #13-1 (Utility Repair Contract with Mark Cerrone, Inc.) to add the amount of \$100,000.00 to cover the added cost of repairs to the Transit/Robinson Sewer Line Break.
13. Resolution to approve the Town Hall as an emergency shelter for George Southard School.
14. Town Board Comments.
15. Town Supervisor's Comments.
16. Adjournment.

AGREEMENT

THIS AGREEMENT made this 10th day of September, 2013, by and between **J C ROSS, INC., D/B/A, ROSS RENTAL STATION**, 6722 Lincoln Avenue, Lockport, New York 14094, hereinafter referred to as ("Ross Rental") and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMISSION**, hereinafter referred to as ("Town").

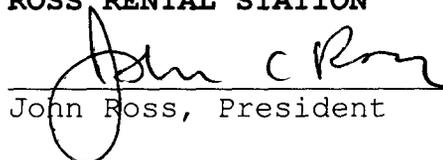
NOW, THEREFORE, it is duly agreed by the two parties herein as follows:

1. That Ross Rental shall provide a bounce house for the Town at the Lockport Town Hall on October 20, 2013.
2. The Town shall pay Ross Rental \$230.00 for the day of October 20, 2013, from 1:00 p.m. to 3:00 p.m. This fee includes the set up and take down of the bounce house. The Town specifically requests the bounce house without a slide attached.
3. Ross Rental shall provide the Town with a Certificate of Liability Insurance in the amount of at least \$1,000,000. The Town shall be an additional insured.
4. Ross Rental shall indemnify and hold harmless the Town from any liability arising from the provision of services as set forth in this agreement.

In witness whereof the parties execute this agreement on the date set forth above.

ROSS RENTAL STATION

By:



John Ross, President

**TOWN OF LOCKPORT, on behalf of the
TOWN OF LOCKPORT RECREATION COMMISSION**

By:

Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, by and between **BECKER FARMS**, 3760 Quaker Road, Gasport, New York 14067, hereinafter referred to as "Becker Farms" and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Town".

WHEREAS, the Town of Lockport Recreation Commission desires to provide cultural and entertainment opportunities to the residents of the Town of Lockport, and

WHEREAS, Becker Farms provides such opportunities, and

NOW, THEREFORE, it is duly agreed by the parties herein as follows:

1. That Becker Farms shall accept coupons as provided through the Town newsletter, as distributed by the Town Clerk's Office, or as printed from the Town of Lockport website (www.elockport.com) for discounts in the amount of \$2.00 off the price of the "Hayride" for coupon holders from 7:00 to 9:00 p.m. on Friday, Saturday or Sunday, October 18, 2013 through October 27, 2013; and for discounts in the amount of \$2.00 off the price of the "Pumpkin Fiesta" for coupon holders from 12:00 p.m. to 5:00 p.m., September 14, 2013, through October 27, 2013, Saturdays and Sundays.

2. Upon returning the coupons collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse Becker Farms in the amount of \$2.00 per coupon collected.

3. Coupons shall be valid only for Town residents, and Becker Farms shall submit a list of residents using the coupons.

4. It is agreed that the Town has no input or control over Becker Farms and Becker Farms shall indemnify and hold harmless the Town of Lockport for and against any and all liability, damage expense, cause of action, suits, claims, penalties or judgments arising from injury to any person or property or from loss of life or property sustained by anyone in or about the property of Becker Farms or participating in Becker Farms activities, arising from any acts or omissions of Becker Farms, its employees, servants, or agents. Becker Farms shall, at its own cost and expense, defend any and all suits or actions which may be brought against the Town of Lockport, which may be impleaded with others upon any claim in the event of failure of Becker Farms to do any such act. Further, Becker Farms shall satisfy, pay and discharge any and all judgments that may be recovered against the Town of Lockport in any such suit or action against the Town of Lockport as a result of any act or omission of Becker Farms for its negligence resulting in injury

to any person on the premises or participating in activities of
Becker Farms, pursuant to this Agreement.

BECKER FARMS

By: Melinda Vizcarra
Melinda Vizcarra

**TOWN OF LOCKPORT, on behalf of the
TOWN OF LOCKPORT RECREATION COMMISSION**

By: _____
Marc R. Smith, Supervisor

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, by and between **LAKEVIEW ANIMAL SANCTUARY, INC.**, 5180 Fiegle Road, Pendleton, New York 14094, hereinafter referred to as ("Lakeview") and the **TOWN OF LOCKPORT, on behalf of the TOWN OF LOCKPORT RECREATION COMISSION**, hereinafter referred to as ("Town").

NOW, THEREFORE, it is duly agreed by the two parties herein as follows:

1. That Lakeview shall promote a petting zoo and pony rides for the Town's Fall Festival at the Lockport Town Hall on October 20, 201~~3~~.

2. The Town shall pay Lakeview \$200.00 for the first hour and \$100.00 for each additional hour, the pony rides and the petting zoo are provided by Lakeview. The anticipated hours are 1:00 p.m. to 3:00 p.m.

3. Lakeview shall provide the Town with a Certificate of Liability Insurance in the amount of at least \$1,000,000. The Town shall be an additional insured.

4. Lakeview shall indemnify and hold harmless the Town from any liability arising from the provision of services as set forth in this agreement.

In witness whereof the parties execute this agreement on the date set forth above.

LAKEVIEW ANIMAL SANCTUARY, INC.

By: 

**TOWN OF LOCKPORT, on behalf of the
TOWN OF LOCKPORT RECREATION COMMISSION**

By: _____
Marc R. Smith, Supervisor



October 3, 2013

Supervisor Marc Smith
and Honorable Town Board
Town of Lockport
6560 Dysinger Road
Lockport, New York 14094

**SUBJECT: CARPENTER'S BUILDING HVAC IMPROVEMENTS
CONTRACT NO. 13-5
RECOMMENDATION OF AWARD
WENDEL PROJECT NO. 1568-00-13**

Gentlemen:

Bids on the above referenced project were received and opened on October 2, 2013, in accordance with the Notice to Bidders previously authorized.

The bids submitted were recorded as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Parise Mechanical, Inc.	\$30,500.00
MJ Mechanical Services, Inc.	\$41,126.00
John W. Danforth Company	\$55,800.00
DV Brown & Associates, Inc.	\$57,500.00
Leo J. Roth Corporation	\$59,028.00

Wendel estimated the cost of the project to be approximately \$40,000.

Wendel has reviewed the Contract Documents, and the information provided by Parise Mechanical, Inc. Based on this review, we recommend award of the contract to Parise Mechanical, Inc., 1106 Sheridan Drive, Tonawanda, NY 14150 in the amount of \$30,500.00 pending Town of Lockport Attorney review and approval of the bonds and insurances to be submitted.

Wendel will issue the Notice of Award to the Contractor upon Town Board authorization.

Sincerely,

Wendel

Robert D. Klavoon, PE

Enclosure

xc: Michael Norris, Town of Lockport Attorney
Nancy Brooks, Town of Lockport Town Clerk



Change Order

Change Order No.: 1
Contract No.: 13-1
Owner File No.: _____
Wendel Duchscherer Project No.: 1568-00-13

Date: October 7, 2013
Sheet 1 of 1

Project: Town of Lockport Utility Repair Contract
Owner's Name: Town of Lockport
Contractor's Name: Mark Cerrone, Inc.

DESCRIPTION OF CHANGE TO CONTRACT OR EXTRA WORK:

- 1. **Increase in the original contract amount to account for waterline and sanitary sewerline repair work that was completed on an emergency basis by the contractor. This change order will increase the quantities within the original bid by the amount outlined below.**

REASON FOR MODIFICATION OR NEED FOR EXTRA WORK:

- 1. **Various waterline and sanitary sewerline repairs were required throughout 2013.**

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ 112,999.00

Net changes from previous Change Orders No. ___ to No. ___
\$ N/A

Net Increase (decrease) of this Change Order
\$ 100,000.00

Contract Price with all approved Change Orders
\$ 212,999.00

CHANGE IN CONTRACT SCHEDULE:

Original Contract Schedule
Substantial Completion: December 31, 2013
Ready for final payment: December 31, 2013
days or dates

Net change from previous Change Orders No. ___ to No. ___
N/A

Net Increase (decrease) of this Change Order
N/A

Contract Schedule with all approved Change Orders
Substantial Completion: December 31, 2013
Ready for final payment: December 31, 2013
days or dates

APPROVALS:

Contractor Name George Churakos, Mark Cerrone, Inc.

Contractor Signature _____ Date: _____

Engineer Name Robert D. Klavoon, PE

Engineer Signature _____ Date: _____

Owner Name Marc R. Smith, Town of Lockport Supervisor

Owner Signature _____ Date: _____



140 John James Audubon Parkway, Suite 201, Amherst, New York 14228
P 716.688.0766 F 716.625.6825

Change Order

Change Order No.: 1

Date: October 7, 2013

Contract No.: 13-4

Sheet 1 of 1

Owner File No.: _____

Wendel Duchscherer Project No.: 1229-188

Project: Sanitary Sewer TV & Flush: Lincoln Village & Carlisle Gardens

Owner's Name: Town of Lockport

Contractor's Name: Pipe-Eye Sewer Services, Inc.

DESCRIPTION OF CHANGE TO CONTRACT OR EXTRA WORK:

1. Reduction in the original contract amount due to sections of pipe not being televised.
2. Increase in the original contract amount for heavy cleaning work that was performed.

REASON FOR MODIFICATION OR NEED FOR EXTRA WORK:

1. Some sections of pipe could not be televised due to obstructions in the pipe.
2. Heavy cleaning work was performed when excessive material was built up in the pipe that was beyond typical cleaning requirements.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 23,312.95

Net changes from previous Change Orders No. to No.

\$ N/A

Net Increase (~~decrease~~) of this Change Order

\$ 15,470.20

Contract Price with all approved Change Orders

\$ 38,783.10

CHANGE IN CONTRACT SCHEDULE:

Original Contract Schedule

Substantial Completion: August 26, 2013

Ready for final payment: September 9, 2013
days or dates

Net change from previous Change Orders No. to No.

N/A

Net Increase (decrease) of this Change Order

N/A

Contract Schedule with all approved Change Orders

Substantial Completion: August 26, 2013

Ready for final payment: September 9, 2013
days or dates

APPROVALS:

Contractor Name Kerry Roslinski, President

Contractor Signature _____ Date: _____

Engineer Name Robert D. Klavoon, PE

Engineer Signature Date: 10/7/13

Owner Name Marc R. Smith, Town of Lockport Supervisor

Owner Signature _____ Date: _____