

Village of Nyack

9 North Broadway, Nyack, NY 10960

Meeting of the Village Board of Trustees

February 20, 2026, 1:00 pm

YouTube meeting livestream access link (public comment is in-person only):

www.nyack.link/youtube

1. Pledge of Allegiance
2. Mayor Rand’s Remarks and Comments from the Village Board of Trustees
3. Public Comment on Any Topic (1-3 minutes depending on the quantity of speakers)
4. Public Hearing –
5. Adoption of Minutes –
6. Action Items

THE DRAFT RESOLUTIONS SET FORTH BELOW ARE FOR CONSIDERATION BY THE VILLAGE BOARD OF TRUSTEES (“BOARD”), WHICH RESOLUTIONS MAY BE APPROVED, OR MAY NOT BE APPROVED, OR MAY BE APPROVED WITH MODIFICATION(S), OR MAY BE TABLED WITHOUT ANY ACTION BEING TAKEN BY THE BOARD – THEIR INCLUSION IN THIS AGENDA IS NOT, IN ANY WAY, DETERMINATIVE OF A DECISION, IF ANY, TO BE MADE BY THE BOARD.

6.1 – Resolution No. 2026-35: Resolution of the Nyack Village Board of Trustees to Award a Contract for the Memorial Park Shoreline Pathway

WHEREAS, the Village of Nyack (“Village”) has an executed funding contract with NYS Department of State, contract number C1002625, for \$531,370.00, including a 20% local match, for a total of \$417,276.00 in NYS funds; and

WHEREAS, the Village Board of Trustees previously authorized bidding of a public works project, in accordance with NYS General Municipal Law §103, for the Memorial Park Shoreline Pathway (“project”); and

WHEREAS, bids were opened on January 29, 2026, and a total of 9 bids were received; and

WHEREAS, the Village’s Consulting Engineer, Eve Mancuso, PE, and Daniel Biggs, RLA, ISA, of Weston & Sampson, PE, LS, LA, Architects, PC, have reviewed the bids, and, in their report

dated February 11, 2026, recommended that the Board of Trustees award the contract for the project to the lowest responsible bidder, namely, A-Tech Concrete Company, Inc., for Base and Alternate work—for Base Bid (\$837,000.00), Alternate 2 (\$64,850.00) and Alternate 3 (\$10,500.00), for a grand total of \$912,350.00; and

WHEREAS, the February 11, 2026, report from the Village’s consulting engineers, Eve Mancuso, PE, and Daniel Biggs, RLA, ISA, of Weston & Sampson, PE, LS, LA, Architects, PC (“consulting engineers”), recommends against awarding the project contract to the lowest bidder, Maruti Contractors, Inc., on the grounds that said lowest bid is deemed unresponsive for the specific scope of work planned;

WHEREAS, Maruti Construction, LLC, was provided an opportunity, by the Village, to review and rebut the Village’s consulting engineer’s bid award recommendation, via the submission of various documents and a hearing held on February 18, 2026, including Village staff, a Village consulting engineer and the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES AS FOLLOWS:

RESOLVED that the Village Board of Trustees has determined that Murati Construction, LLC, being submitter of the lowest bid received, is not a “responsible bidder,” as prescribed in NYS General Municipal Law §103(1); and

RESOLVED that the Village Administrator is authorized to enter into a contract with A-Tech Concrete Company, Inc, for the construction of the Memorial Park Shoreline Pathway (the project), in the grand total contract amount of \$912,350.00 for the base bid and all alternate bids, subject to the approval of the Village Attorney as to the form of the contract.

7. Department Reports to the Village Board of Trustees (based on availability).

- 8.1 – Orangetown Police Department
- 8.3 – Village Administrator
- 8.4 - Village Clerk

8. Old Business

9. New Business

10. Communications

10.1 Tracey Obenauer, permit application for Memorial Park, gazebo, 3/28/26, noon- 2pm, “No Kings” event with amplified music.

11. Public Comment

12. Executive Session

13. Adjournment

February 11, 2026

Village of Nyack
Mayor and Trustees
9 North Broadway
Nyack, New York 10960
Attn: Andy Stewart, Village Administrator

Re: **Award Recommendation for the Memorial Park Shoreline Pathway Project
Nyack, New York**

Dear Mayor and Board of Trustees:

Following our review of the bids submitted for the Memorial Park Shoreline Pathway Project, we have completed a detailed evaluation of the qualifications of all proposers in accordance with the project requirements and established selection criteria.

Enclosed herewith a tabulation of the bids received on January 29th, 2026 for the above referenced project. There were nine (9) bidders for this contract. The low bid was submitted by Maruti Construction, LLC in the amount of \$676,376.30, Alternate 2 (\$61,230.00) and Alternate 3 (\$18,000.00) for a Total of \$755,606.30.

Based on our evaluation of the project requirements, we recommend **not awarding** the contract to the low bidder, **Maruti Construction, LLC** due to several substantive deficiencies in their qualifications that directly affect their ability to perform the scope of work. Specifically, our assessment identified the following concerns:

- **Lack of the minimum five (5) years of relevant experience**, as required for this project.
- **Insufficient experience with projects of comparable size, scale, and total value**, which is critical for ensuring the contractor can effectively manage and deliver a project of this magnitude within the project schedule.
- **Limited background in site work and exterior improvement projects**, which represent key elements of the project scope.
- **Inadequate demonstrated staffing capacity, manpower and insufficient equipment**, raising concerns about the contractor's ability to support the project schedule and maintain required production levels.

These deficiencies represent material gaps relative to the minimum qualifications and experience expectations established for this project. For these reasons, we do not believe **Maruti Construction, LLC** can reliably meet the project's technical, scheduling, and performance requirements.

Based on our evaluation of the second lowest bidder, we recommend **awarding** the contract to **A-Tech Concrete Company, Inc.**

The bid submitted by **A-Tech Concrete Company, Inc.** was formal and accompanied by a ten percent (10%) Bid Bond drawn on Travelers Casualty and Surety Company of America.

A-Tech Concrete Company, Inc. has satisfactorily completed work of a similar nature over the last five years of similar scale, scale, and value. A-Tech has demonstrated staff capacity and manpower, and is considered well qualified to perform the work under this contract.

We, therefore, recommend that the Village award the contract to **A-Tech Concrete Company, Inc.** in the amount of their Base Bid (\$837,000.00), Alternate 2 (\$64,850.00) and Alternate 3 (\$10,500.00) for a **Total of \$912,350.00.**

We remain available to discuss our evaluation in greater detail or to provide any additional documentation the Village may require to support the award decision.

Thank you for your attention to this recommendation and for the opportunity to assist in the procurement process. Please notify us when the Resolution of Award has been made so that we can begin the contract execution process. If you have any questions, or if we can be of further assistance, please let us know.

Sincerely,
WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC



Daniel Biggs, RLA, ISA
Senior Associate | Regional Manager

CC: Linda Donnelly- Village Clerk
Dennis Michaels, Esq.

Attachment: Bid Tabulation

Memorial Park - Shoreline Pathway
 10-Feb-26

	Contractor Name	Attendance at Pre-Bid Mtg	Acknowledge Addendum 1	Acknowledge Addendum 2	Bid Bond	Base Bid Total	Alternate 1	Alternate 2	Alternate 3	Base Bid + Alt.2 & Alt 3	Alternate 4	Alternate 5	Non-Collusion	Corp. Resolution of Authority	Bidder Qualifications/References	Iran Divestment	Certification of Equal Opportunity	Certification of Section C & Segregated Facilities	NYS DOL Certificate of Contractor Registration
1	Maruti Construction, LLC.	X	X	X	X	\$ 676,376.30	\$ 21,150.00	\$ 61,230.00	\$ 18,000.00	\$ 755,606.30	\$ 3,600.00	\$ 1,750.00	X	X	X	X	X	X	X
2	A-Tech Concrete	X	X	X	X	\$ 837,000.00	\$ 21,150.00	\$ 64,850.00	\$ 10,500.00	\$ 912,350.00	\$ 7,200.00	\$ 5,250.00	X	X	X	X	X	X	X
3	MFD Quality Construction	X				\$ 846,656.23	\$ 49,350.00	\$ 77,522.25	\$ 13,050.00	\$ 937,228.48	\$ 9,600.00	\$ 4,025.00							
4	Jablko Construction	X				\$ 858,440.00	\$ 35,250.00	\$ 79,100.00	\$ 21,000.00	\$ 958,540.00	\$ 7,800.00	\$ 4,375.00							
5	Paladino Concrete Creations	X				\$ 885,211.53	\$ 32,430.00	\$ 70,122.51	\$ 9,000.00	\$ 964,334.04	\$ 5,100.00	\$ 4,375.00							
6	Scape-Tech	X				\$ 886,000.00	\$ 36,660.00	\$ 149,945.00	\$ 22,500.00	\$ 1,058,445.00	\$ 3,600.00	\$ 17,500.00							
7	Jorrey Excavation, Inc.	X				\$ 943,225.00	\$ 42,300.00	\$ 79,600.00	\$ 28,500.00	\$ 1,051,325.00	\$ 24,000.00	\$ 14,000.00							
8	Catalyst Construction & Paving	X				\$ 999,203.84	\$ 49,744.80	\$ 249,118.34	\$ 31,680.60	\$ 1,280,002.78	\$ 7,560.00	\$ 11,025.00							
9	JC Land & Site Development	X				\$ 1,421,618.87	\$ 70,006.50	\$ 76,464.50	\$ 24,000.00	\$ 1,522,083.37	\$ 15,000.00	\$ 21,875.00							



VILLAGE OF NYACK PARK USAGE PERMIT REQUEST

Application Checklist: Please complete this agreement in full and return to the Village Clerk

Application form complete
 Liability release and rules agreements signed

Certificate of Insurance
 Driver's License copy

PARK REQUESTED

Memorial Park

AREA(S) REQUESTED: Upper Lawn

Basketball Court

Waterfront

Splash Pad

Hezekiah Easter Veterans Memorial Square

APPLICANT/LICENSEE

NAME TRACEY OBENAUER

ADDRESS 217 GILBERT AVE

CITY PEARL RIVER

STATE NY

ZIP CODE 10965

DAYTIME PHONE # 917.653.5443

EMAIL: tracey.obenauer@gmail.com

DATE(S) REQUESTED: 3/28/26

TIME: From 12 AM/PM to 2 AM/PM

(Rain date: N/A)

Description of the nature of the activity/purpose: NO KINGS RALLY (NATIONAL EVENT)
WE WILL HAVE SPEAKERS + PERFORMERS (SINGERS).

Number of Attendees/Participants: 200

The Licensee acknowledges that the premises are delivered to them in good condition and that all equipment is in good working condition.

The Licensee agrees to exit Memorial Park, leaving it in the same condition as when it was received, no later than dusk on the evening of the event.

The Licensee is responsible for: The safety and conduct of all guests on the premises and any personal injuries or property damages occurring during the time that the Licensee is using the premises, including set-up before the event and during the clean-up period.

THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ORGANIZATION

THE LICENSEE MAY NOT CHARGE ANY ADMISSION FEE

Agreement made this 19th day of February 2026 between the Village of Nyack, a Municipal Corporation with an office at 9 N. Broadway, Nyack, NY 10960 (hereinafter referred to as the "Village") and the following organization (hereinafter referred to as the "Licensee")

[Official Use Only: Do Not Write Below This Line]

Village Board Approved: Yes No

Date: ___/___/___

Signature: _____

MEMORIAL PARK RULES AND REGULATIONS

1. Use of Memorial Park shall be deemed a privilege for residents and those with approved use permits issued by the Village of Nyack via vote of the Board of Trustees. All users shall identify themselves upon the request of authorized officials. Authorization for the use of Memorial Park may be revoked at any time for violation of any part of the Memorial Park Usage Agreement. All group activities of 10 or more participants require a permit from the Village Clerk; groups of 40 or more require a permit from the Village Board of Trustees.
2. Prohibitions: No destruction or defacement of any park plant, animal, or structure; No fires or grills; No guns or other weapons; No smoking or vaping; No alcoholic beverages; No swimming; No amplified music or sound or inflatable equipment without a permit; No tents. No vending or peddling. No driving vehicles on lower lawn, due to sprinkler system.
3. All gatherings will end no later than dusk, unless otherwise permitted. Garbage must be removed from the park or bagged and placed adjacent to the refuse receptacles before leaving the property.
4. Licensee must comply with all applicable laws of the Village of Nyack, County of Rockland, State of New York and the Federal Government.
5. At no point shall permitted users of the park block access by the general public to park facilities, including the gazebo, fishing pier, splash pad, playground, basketball court, picnic tables, open fields, unless specifically permitted to do so.
6. The Village, at its discretion, may impose additional requirements prior to issuance of this permit as required by the nature of the event proposed. These may include a security deposit; DPW and/or Police labor costs, etc.
7. In the event of an emergency or accident, if necessary, contact Orangetown Police at 845-359-3700 or call 911, and notify Village Hall at 845-358-0548.

****FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS "A" MISDEMEANOR
PURSUANT TO SECTION 210.45 OF THE NEW YORK STATE PENAL LAW****

**VIOLATIONS MAY SUBJECT A PERSON TO A FINE NOT EXCEEDING \$500.00 OR
IMPRISONMENT NOT EXCEEDING 15 DAYS OR BOTH.**

The undersigned hereby certifies that they have received, read, fully understand and agree to be bound by all applicable rules, regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denied use of the Village Facilities in the future. I and/or the organization I represent agree to pay all reasonable costs for damage and/or vandalism to the park or facilities used in relation to the event.

Signature: _____



Date: _____

2/19/26

Insurance Requirements for Use of Village Owned Property

Prior to the use of Village Property, the Licensee shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Nyack certificates of insurance evidencing same and reflecting the effective date of such coverage as follows (special event insurance available online from various businesses):

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate and shall cover liability arising from Bodily Injury, Property Damage, Premises, Operations, Independent Contractors, Products/Completed Operations, and Personal and Advertising Injury, Blanket Contractual including injury to subcontractors' employees and shall include coverage for:
 - A. Village of Nyack and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" placing the "Village of Nyack, 9 N. Broadway, Nyack NY 10960" on the ACORD certificate as a "Certificate Holder" and shall apply on a primary and non-contributory basis. The Certificate of Insurance to show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - B. To the extent permitted by New York law, the Licensee waives all rights of subrogation or similar rights against Village of Nyack, assigns, officers, employees, representatives and agents.
 - C. Per Location Aggregate to be included, if applicable.

Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Nyack. Policies that lapse and/or expire during the term of use shall be recertified and received by the Village of Nyack no less than thirty (30) days prior to expiration or cancellation.

Licensee acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.


The cost of furnishing the above insurance shall be borne by the Licensee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

*Village of Nyack
9 North Broadway
Nyack NY 10960*

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Village of Nyack, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Licensee's obligation to indemnify Village of Nyack, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Licensee or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Licensee to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Licensee.

Print Name: TRACEY OBENAUER Signature: 

Company Name (if applicable): _____

Date: 2/19/26

Please sign, date and return to:

**Village of Nyack
Village Clerk's Office
9 North Broadway
Nyack, NY 10960**