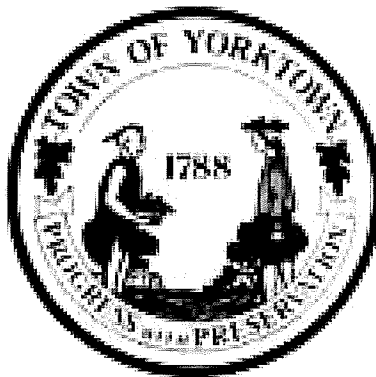


**TOWN OF YORKTOWN
WESTCHESTER COUNTY, NEW YORK**

**ADDENDUM NO. 2
TO
CONTRACT DOCUMENTS**



**Mohegan Avenue
Retaining Wall Replacement Project**

CONTRACT NO. 18-1

**TOWN CLERK
DIANA L. QUAST
363 UNDERHILL AVENUE
YORKTOWN HEIGHTS, NEW YORK 10598
914-962-8152**

March 22, 2019

CAMCE No. 1893D

WARNING - IT IS A VIOLATION OF NEW YORK EDUCATION LAW SECTION 7209.2 FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION LAW SECTION 7209.2

**TOWN OF YORKTOWN
WESTCHESTER COUNTY, NEW YORK**

ADDENDUM No. 2

TO

CONTRACT DOCUMENTS

**Mohegan Avenue
Retaining Wall Replacement Project**

CONTRACT NO. 18-1

To all Perspective Bidders on Town of Yorktown, Westchester County, New York, Contract No. 18-1 for Town of Yorktown, Mohegan Avenue Retaining Wall Replacement Project, the following changes are hereby made part of the Contract Documents, must be attached to the Contract Documents and must be acknowledged on Page P-4 of the Proposal.

Modifications/Additions to the Contract Documents:

Proposal:

Refer to Page No's P-2 & P-3 of the Proposal. Delete Page No's P-2 & P-3 in its entirety and replace with the attached revised Page No's P-2A-2 & P-3A-2.

Contract:

Refer to Page No. C-1 of the Contract. Delete Page No. C-1 in its entirety and replace with the attached revised Page No. C-1A-2.

Contract Specifications:

Refer to Page No. 01025-9 of the Contract Specification. Delete Page No. 01025-9 in its entirety and replace with the attached revised Page No's 01025-9A-2 & 01025-10A-2.

Refer to Page No's 03300-17 of the Contract Specification. Delete Page No. 03300-17 in its entirety and replace with the attached revised Page No. 03300-17A-2.

Questions:

1. Are any of the trees indicated to be removed affected by the Indiana Bat?
Response: In accordance with New York State Department of Environmental Conservation (NYSDEC) – covering the Indiana Bat (Also known as the Northern

Long-Eared Bat) - Westchester County (Town: Yorktown) does not fall under the November 1 to March 31, where the bats are inactive and are within the hibernation site.

2. Can a bid quantity be established for milling and paving the existing roadway as there are no defined limits of the actual width?

Response: Refer to Contract Specification Section No. 01025, Titled “Measurement and Payment”, Paragraph No. 1.03(D-1m)/Page No. 01025-5.

Based on the road dimensions of 600 ft. (length) and 20 ft. (width)

Milling Area (removing 2 inches of the existing asphalt pavement off the roadway surface) is approx. equal to 12,000 square feet.

Resurfacing Volume (Installing 2 inch of NYSDOT 403.17, Asphaltic Concrete Top) is approx. equal to 145 tons.

3. Does the allowance for the police flagman include all flagging required for the project or is the contractor responsible for some flagging (Note #1, Drawing #6)?

Response: Contractor is responsible to provide at least two (2) or three (3) experience flaggers at all times during closure of the South Bound lane on Mohegan Avenue. Police & Police Car are used only during closing down both the North & South Bound lanes during the milling and paving restoration.

4. At the Pre-Bid it was discussed that the existing guide rail is to be removed and a new guide rail installed on top of the new wall. The plans indicate the existing guide rail is not to be removed. Please clarify this and if the existing guide rail is to be removed, please describe the sequence in which this is to happen?

Response: Under the current design, the existing guide rail & posts are not to be removed during construction of the proposed Precast Modular Block Retaining Wall.

Refer to Contract Drawing No. 5, Titled “Proposed Retaining Wall, Typical Sections, Elevations and Details”, Revision No. 1, dated 01/15/2018 for additional information.

Please note the following: Contract Bid Item No. 12, Titled “Add Alternate No. 1, Metal Guild & Post System” covers removal/disposal of the existing guild rail system, furnish & install a new guild rail system (matching the existing) closer to the proposed retaining wall. This is a separate Contract Bid Item No. and its associated cost is not to be included in the Base Bid Contract amount. Please refer to the revised Proposal Page No’s P-2A-2 & P-3A-2 for additional information.

5. How many soil borings are we to perform for the project?

Response: The quantity under this Contract is six (6) Soil Borings.

Refer to Contract Drawing No. 2, Titled “Existing Layout Plan of Retaining Wall & Location of Test Pits”, Revision No. 1, dated 01/15/2018 for the location of the TP’s.

6. Note #2, Drawing #6 – is it your intent to have silt fence and turbidity curtain the entire length of the project?

Response: No. Refer to Contract Drawing No. 7, Titled “ Details, Sheet 1 of 1”, Revision No. 1, dated 01/15/2018 covering the detail showing the Turbidity Curtain during construction.

As the contractor’s work area moves from Kimble Avenue towards Lake Shore Drive along Mohegan Avenue, the lake protection (Turbidity Curtain & Silt Fence) will move as well.

7. We have read through Specification Section 02201 “Reconstruction of Uncharted and Mismarked Utilities” Is it your intention to relocate these utilities (if found) by means of extra work order? The cost can vary widely depending on the utility discovered: how is this to be handled?

Response: Refer to Contract Specification Section No. 01025, Titled “Measurement and Payment”, Paragraph No. 1.03(F-1 & F-2)/Page No’s 01025-6 & 01025-7 for the definition of a unit.

Note: Town of Yorktown & CAMCE do not anticipate any mismarked utilities under this Contract.

8. Item 6 on P-2 of the proposal requires a unit price of reconsideration of uncharted and mismanaged Utilities. We do not understand the estimated quantity listed for item 3: 1000 LF/inch nor do we understand the unit price \$LF/inch.

Response: Refer to the response to Question No. 7

9. Will we be permitted to completely close one side of Mohegan Avenue for the duration of the Job?

Response: Refer to Contract Drawing No. 6, Titled “Traffic Control Plan and Details During Construction of the Retaining Wall”, Revision No. 1, dated 01/15/2018 for details covering the road closure during working & non-working hours on Mohegan Avenue

Engineers Note: Contractor may propose a traffic control system (traffic lights/drums/barrels/signs/truck-mounted attenuator/etc.) that will allow the South Bound Mohegan Avenue Lane to remain closed during the entire construction phase of this project. This would allow the contractor & sub-contractors to have a larger staging area as well as the storage area for material/contractor/sub-contractor’s equipment/etc.

10. Will any special permits be required given that the job is occurring so close to a body of water?

**Response: No special permits are required under this Contract.
The contractor is responsible to install the Turbidity Curtain & Silt Fence as described in Question No. 6 above.**

11. Can you please provide the location of the proposed storage area?

Response: The work areas will be limited to the Town right-of-way

12. Specs require a Builders Risk insurance policy. Project estimate is +/- 1 million... Specs require 5 million policy? Can you please confirm with the project manager/engineer that the \$5,000,000 limit is needed as this exceeds the job cost? If that limit is required, we would need some explanation as to why to provide to the underwriters...

Response: Delete Builder's Risk Insurance requirements from the General Conditions, Article No. 8, Page No. GC-7 of the Contract Documents.

13. I have been asked to provide a quote for the tree removal portion of this project. After visiting the site, I cannot readily access the scope of work. Neither the tree type nor size are identified on the plans and there are often multiple trees at the locations marked on the site maps showing a single tree. Additionally, there is the question of stump removal that is specified in the bid. The location of the is very challenging, so much so that it is unlikely a stump grinding machine could access the location without clear cutting to make room for the machine. It also appears that many stumps are very close to the trees that are not being removed which would potentially damage the tree to remain.

Response: Refer to Note No. 4 as shown on Contract Drawing No's 2, 3 & 4. Which states, Tree Types/Trunk Sizes/Location/Contractor to Field Verify"

14. The Proposed Layout Plan and Details Sheets show the existing guide rail & post to remain. Contractors have indicated that paving on the lake-side of the existing guide rail will have to be done by hand. Please confirm that was intended?

Response: Due to the restricted space between the existing guide rail and the edge of the proposed block wall, paving will be done by hand.

Please refer to the Engineers note to Question No. 9

15. Contractors stated that lake water elevation is higher than the lower courses of the retaining wall blocks. Associated excavation would then require dewatering and or bypass pumping. Would that be required by the contract documents?

Response: Yes. Contractor is required to dewater and or bypass to remove water from the excavated area. Refer to Contract Specification Section No. 02220, Titled "Excavation and Backfill", Paragraph No. 3.04(A, B & C)/Page No's 02220-7 & 02220-8 for additional information.

16. Based on existing conditions, the drop inlet and associated drainage piping has failed and replacement would be required. Also there is rubble retaining wall that would have to be re-built in order to replace the inlet. Is this work to be included in the contract documents?

Response: Replacement of the existing drop inlet(s) and associated drainage piping is not part of this contract. This work may be added into the contract by the Owner and paid for under the Contract Bid Item No. 11, Titled "All Work Allowance"

17. A question regarding tree removal; is there a restriction on this work occurring after March 31st due to possible bat disturbances.

Response: Refer to the response to Question No. 1

18. The plans/details do not include restriping of the roadway, is this part of the contract work?
Response: Refer to Contract Specification Section No. 01025, Titled “Measurement and Payment”, Paragraph No. 1.03(D-1n)/Page No. 01025-5 covering pavement markings.
19. Will a contractor staging area be provided?
Response: Refer to the response to Question No. 11
20. No grading was provide for the new roadway, will existing grades be matched or will it be modified, It was noted that there are several low spots that should be addressed prior to final paving?
Response: Final pavement restoration shall match the existing grades. Prior to any pavement restoration, all pot holes and settled pavement areas are to be repaired. For Final Payment Restoration details, refer to Contract Drawing No. 7, Titled “Details, Sheet 1 of 1”, Revision No. 1, dated 01/15/2018
21. Will the drainage from the new road section be pitched to drain over the top of the new retaining wall?
Response: Refer to Contract Drawing No. 7, Titled “Details, Sheet 1 of 1”, Revision No. 1, dated 01/15/2918 & Contract Drawing No. 5, Titled “Proposed Retaining Wall, Typical Sections, Elevations and Details”, Revision No. 1, dated 01/15/2018, shows that the proposed road surface is pitched over the top of the retaining block wall.
22. Please provide an engineer’s estimate for bonding purposes.
Response: The Engineer’s Opinion of Probable Construct Cost will not be provided to the bidders on record.
23. Is this project tax exempt?
Response: Refer to the Information for Bidders, Paragraph No. 21/ Page No. IB-5 covering Taxes.
24. Where is/are the staging area’s for this project? For materials, equipment, sea box, etc.
Response: Refer to the response to Question No. 11
25. Who owns Lake Mohegan? DEP, DEC, etc., is it a potable water source for municipalities?
Response: Lake Association owns the lake and the water source are not applicable.
26. For the photo item, is it 200 views for the pre, 200 for during and 200 for post? Total 600?
Response: Refer to Contract Specification Section No. 01380/Paragraph No. 3.03(A, B & 3) covering the Quantity.
- A) **Take a minimum of two hundred (200) color photographs of the existing conditions.**
- B) **Take a minimum of two (2) hours of video taping.**

C) Take a minimum of two hundred (200) color photographs during and post construction.

Based on the above requirements, contractor is required to furnish the Owner a minimum of four hundred (400) color photographs + two (2) hours of video all on a digital video disc (dvd) or a flash drive.

27. Who will employ and pay for an on-site testing firm for compaction density, cylinders, etc?

Response: Refer to the attached revised Cast-in-Place Concrete Specification Section No. 03300, Page No. 03300-17A-2 & 03300-18A-2 covering the on-site testing.

28. According to specification Section 03401, 1.08 quality control page 03401-11, paragraph C, item 2. The last sentence of paragraph reads. "Inspection shall be continuous throughout the construction of the retaining wall" Is this to say we need a full time inspection engineer during construction?

Response: Yes. Contractor is required to retain the services of an Inspection Engineer who is experience with the construction of the precast modular block retaining wall structurers to perform inspection and testing.

29. Who's responsible to sign off on the precast wall?

Response: Refer to the response to Question No. 28, whereas the Inspection Engineer will sign-off on the modular block retaining wall structure. In addition, the general contractor's engagement of the Inspection Engineer does not relieve the retaining wall installation contractor of the responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and the Contract Specifications covering the Precast Modular Block Retaining Wall.

30. Specification page 01025-7, G.1., 2---is the pay unit square yard of square foot?

Response: The quantity to be measured and considered for payment under Item No. 7, for furnishing and installing Temporary and Permanent Vegetative Cover shall be the square feet of vegetative cover, as measured in place.

END OF ADDENDUM NO. 2

The Bidder agrees to do all work described in the Items and elsewhere in the Contract Documents for the following amounts:

Item No.	Estimated Quantity	Description	Unit Price	Total Price(*)
1	Lump Sum	Mobilization (price limited to Specification Section No. 01505) A. Certificate of Insurance B. Bonds C. Permits and Licenses D. Shop Drawing Submittals E. Temporary Construction Facilities as per Section No. 01520 F. Substantial Completion: Closeout Requirements G. Final Completion: Closeout Requirements	N/A	\$ _____
2	Lump Sum	Construction Photographs (Pre, During, and Post)	N/A	\$ _____
3	Lump Sum	As Built Record Drawings	N/A	\$ _____
4	Lump Sum	Mohegan Avenue Retaining Wall Modification: All work required to remove and dispose of trees/stumps/ and modification to the existing Bin Wall/ etc, and to furnish and install the Precast Modular Block Retaining Wall / Paving/ Pipe extension/ etc as description in Section No. 01025.	N/A	\$ _____
5	<u>100</u> C.Y.	Rock Excavation	\$ _____ Per C.Y.	\$ _____
6	<u>1000</u> LF/Inch	Reconstruction of Uncharted and Mismarked Utilities	\$ _____ L.F./Inch	\$ _____
7	<u>3000</u> S.F.	Temporary and Permanent Vegetation Cover	\$ _____ Per S.F.	\$ _____
8	<u>10</u> C.Y	Additional Concrete(**)	\$ _____ Per C.Y.	\$ _____
9	<u>10</u> C.Y	Additional Foundation Material(***)	\$ _____ Per C.Y.	\$ _____
10	Lump Sum	Police Traffic Control Allowance	N/A	\$ <u>10,000.00</u>
11	Lump Sum	All Work Allowance	N/A	\$ <u>25,000.00</u>
12	Lump Sum	Add Alternate No. 1, Metal Guide Rail & Post System	N/A	\$ _____

N/A = Not Applicable

Total Base Bid Price (Item No.'s 1 to 11) in Figures \$ _____

Total Base Bid Price (Item No.'s 1 to 11) in Words \$ _____

_____ Dollars _____ Cents.

Add Alternate No. 1 (Item No. 12) Bid Price in Figures \$ _____

Add Alternate No. 1 (Item No. 12) in Words \$ _____

_____ Dollars _____ Cents

The Contract will be awarded (Base Bid only) to the lowest responsible Bidder complying with all the provisions of the Notice to Bidders and the Information for Bidders.

Errors in Bid will be corrected based on unit prices provided.

Contractor must provide prices for each of the Contract Bid Items listed.

- (*) The Bidder must show the amounts bid legibly written in ink or typewritten in Arabic numerals only. Illegibility, as determined by the owner, will be grounds for the rejection of bid.
- (**) The minimum unit price the Owner will consider for this Item No. 8 is \$300.00 per cubic yard.
- (***) The minimum unit price the Owner will consider for this Item No. 9 is \$45.00 per cubic yard.

CONTRACT

CONTRACT No. 18-1

Town of Yorktown
Mohegan Avenue Retaining Wall Replacement Project

THIS AGREEMENT, made this _____ day of _____
20_____, by and between the Town of Yorktown, in the County of Westchester, New York,
herein called the "Owner", acting herein through its Town Engineer, and _____
of _____ from the County
of _____, in the State of _____ herein-
after called the "Contractor", acting herein through its (official title) _____.

WITNESSETH; That for and in consideration of the payments and agreements to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the work described as follows:

1. The Contractor shall furnish all necessary labor, materials, tools, equipment, tests, insurance, warranties, guarantees and any and all other work required to assure complete and satisfactory accomplishment of the following:

<u>Item No.</u>	<u>Description</u>
1.	Mobilization (Price limited to Specification Section No.01505)
2.	Construction Photographs (Pre, During, and Post)
3.	As-Built Record Drawings
4.	Mohegan Avenue Retaining Wall Modification
5.	Rock Excavation
6.	Reconstruction of Uncharted and Mismarked Utilities
7.	Temporary and Permanent Vegetation Cover
8.	Additional Concrete
9.	Additional Foundation Material
10.	Police Traffic Control Allowance
11.	All Work Allowance
12.	Add Alternate No. 1, Metal Guide Rail & Post System

All other costs associated with traffic control for the Contract Work, including traffic control devices, signage, vehicles, equipment, personnel, and administrative costs, shall be included in the lump sum price bid on the Bid Form, Bid Item No.4.

The contractor shall furnish copies of all Yorktown Police Officer invoices and shall be submitted with each monthly payment estimate.

The total cost of \$10,000.00 for this item is included in the total bid price.

K. ITEM NO. 11: All Work Allowance:

1. Measurement:

The Contractor shall provide all labor, equipment, and materials necessary to provide additional work upon the Owner's written instruction in accordance with the Contract and as defined by the General Conditions Article 82, Changes In The Work. The total cost of \$ **25,000.00** for this item shall be included in the total bid price bid. The Contractor shall develop their work program and schedule with time allotted for performing the value of the contingency item.

2. Payment: (Lump Sum)

The contingency allowance shall cover the cost of labor, products, delivery, installation, insurance, payroll, bonding equipment rental, overhead and profit in accordance with General Conditions Article 82 and Supplementary Conditions Article SC-82 which will be included in the Owner's written instructions authorizing the Contractor to provide the additional work and authorizing the expenditures of funds from this contingency allowance. Final Contract Payment for contingency allowance items shall be based upon actual payments, and not on the approximate amounts cited herein. Any amounts not expended prior to completion of the Project shall be deducted from the final payment made to the Contractor.

L. ITEM NO. 12: Add Alternate No. 1, Metal Guide Rail & Post System

1. Measurement:

Contractor to furnish all labor and equipment to remove and dispose from the construction site the existing Metal Guide Rail & Post System along the Mohegan Avenue (lake side) from Sta. 00+00' +/- to 05+85' +/- and furnish all labor, material, equipment to install a new Metal Guide Rail & Post System (match the existing system) and tie-into the existing guide rail (at Sta. 00+00' +/- and 05+85' +/-). At a location of approx. 5'-0" off from the edge of the top precast modular block wall.

Measurement and Payment
01025-9A-2
011620171893D

A breakdown statement of lump sum(s) bid shall be submitted to the owner in conformance with the requirements of the General Conditions. The breakdown statement shall contain a cost for each of the elements of the item.

2. Payment: (Lump Sum)

The approved costs for Item No. 12 other than “installed costs” shall be included in each estimate for periodic payment in proportion to the percentage completion of the contract as represented by approved monthly payments. The calculation shall be in accordance with the following formula:

$$S = C \times (V_m/V_t) \text{ where}$$

S = Sum included in monthly estimate for payment.

C = Approved cost of the Item elements completed in payment period other than “installed costs”.

V_m = Value in dollars of completed work as represented by the latest previously approved periodic payment and including latest “installed costs”.

V_t = Lump Sum Contract Item Bid Amount.

For all other elements in this Item, the contractor may include in the monthly estimate for periodic payment an amount equal to the sum of the improved “installed” costs as shown by proof of payment or invoice, notarized as a true copy.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTIONS - Not Applicable

END OF SECTION

fourteen (14) days.

3.07 FIELD QUALITY CONTROL

A. Testing and Inspection Services:

1. During the entire period when concrete is being placed, testing and inspection services shall be provided by an independent testing laboratory retained and paid for by the Contractor.
2. The Contractor, however, shall supply whatever assistance, including labor and equipment that the test service may require. This shall include obtaining sample and the filling of cylinders.

B. Reports: The laboratory shall prepare and submit all reports required in the various standards and specifications referenced herein to the Owner and the Contractor.

C. Scope of Testing and Inspection Services: The laboratory shall provide testing and inspection services in accordance with the below-referenced section of ACI 301 and in accordance with the Building Code.

1. Strength Tests: Conform to ACI 301, Section 16.3.4 except as follows:
 - a. Make one strength test (four (4) cylinders) for each thirty (30) cubic yards or fraction therefore each mix design of concrete placed in any one day.
 - b. Test one (1) specimen at seven (7) calendar days and three (3) specimens at twenty-eight (28) calendar days.
 - c. The twenty-eight (28) calendar day test results shall be the average of the strengths of the three (3) specimens, except that if one (1) specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the remaining two (2) strengths averaged.
 - d. Should more than one (1) specimen in a test show any of the above defects, the entire test shall be discarded.
 - e. Whenever the seven (7) calendar days test results are below sixty-five (65%) percent of the specified strength and/or whenever the twenty-eight (28) calendar days test results are below the