

# ADDENDUM NO. 1

## 2019 GULF BROOK CHANNEL RESTORATION PROJECT PHASE 2 (RE-BID)

### TOWN OF KEENE – ESSEX COUNTY, NEW YORK

August 9, 2019

#### TO ALL HOLDERS OF BIDDING DOCUMENTS:

This Addendum, issued to bid document holders of record, provides clarifications and additional information to the bid documents for the 2019 Gulf Brook Channel Restoration Project Phase 2 (Re-Bid) project. All information provided herein shall be incorporated into the Contractor's bid proposal and become part of the Contract Documents (a.k.a., The Project Manual). Adjustments required by each item shall be understood to apply to all document references affected by the clarifications described.

1. **General:** A Pre-Bid meeting was held for the project at the Keene Town Offices on August 6, 2019 at 10:00 AM. Minutes from the meeting are enclosed and are a part of this Addendum and the Contract Documents.
2. **General:** The Bid Form in the Project Manual has been revised and is attached to this Addendum. The revised Bid Form shall be used to submit your bid, not the one in the Project Manual.
3. **Question from Prospective Bidder:** The bid requests a breakdown of unit price for Type IV Rock and Type VI Rock and while I find the notes on the plans for Type VI rock, I can't seem to find anything referring to Type IV Rock in the plans or specs and was hoping you could clarify what you're referring to for Type IV Rock. Type IV rock is removed from the contract and this is reflected on the revised Bid Form attached to this Addendum. See attached Pre-Bid Meeting minutes Item #5 for further clarification.
4. **Question from Potential Bidder:** Please confirm that the contractor is to use native material excavated from the stream bed as type 6 stone placed as stream protection and rock veins. The engineer will waive the gradation requirements set forth in the specifications for type 6 stone. This is not correct. Native material can NOT be used as a substitute for the Type VI rock. Native material can be used in the mix to achieve proper gradation. Strict adherence to the gradation requirements may be waived by the Engineer with prior approval based on the native material that is excavated from the channel. The Engineer will work closely with the contractor, particularly in the early stages of channel work to mix Type VI stone and select native material to meet the design requirements and to maximize the utilization of native material. See attached Pre-Bid Meeting minutes Item #5 for further clarification.
5. **Question from Potential Bidder:** Please confirm the engineer's intent for excavation protection along the slope by route 9N. You mentioned a soldier pile lag wall was mentioned at the pre bid meeting. It is the contractor's responsibility to determine means and methods for the temporary shoring plan. The Engineer has

reviewed the site and design to evaluate feasibility for the construction of temporary shoring, but does not direct the contractor to use any specific method. See attached Pre-Bid Meeting Minutes Item #8 for further clarification.

Attachments: Pre-Bid Meeting Minutes  
Bid Form (Revised 8/9/2019)

## **PRE-BID MEETING MINUTES**

Report Date: August 9, 2019

Project: Gulf Brook Phase 2 Stabilization Project (Re-Bid)

Attending Erik Sandblom, PE – Schoder Rivers Assoc.  
Colin Dowd, Essex County DPW  
Joe Pete Wilson - Town of Keene Supervisor  
Suzanna Randall – GOSR  
Dinorah Santiago – GOSR (via conference call)  
Manuela Mendes – GOSR (via conference call)  
Dane Insogna – Harrison & Burrowes  
Tom Manfred – Reale Co.  
Peter Reale – Reale Co.  
Matt Scott – Rifenburg  
Jamie Hemingway – Luck Bros., Inc.

Distribution: Via posting on the Essex County website as a part of Addendum No. 1 for access by all holders of bidding documents.

**A scheduled pre-bid meeting was held for the above referenced project on August 6, 2019 at 10:00 AM at the Town of Keene offices. The following items were discussed.**

1. Sandblom presented a summary of the history of the project. This project represents Phase 2 in a series of restoration and flood resiliency projects to Gulf Brook since Tropical Storm (TS) Irene in August of 2011. This project is fully funded by a federal HUD CDBG Disaster Recovery Grant administered through the New York Governor's Office of Storm Recovery (GOSR).
2. This is the second time that this project has been bid. Previous bids received have been rejected. The primary change to the contract for this re-bid is the project schedule. The schedule for the Bucks Lane Bridge construction remains at 120 consecutive days, but it is up to the contractor to decide when that begins, with a total project substantial completion date of September 30, 2019. This will allow for construction of the Buck's Lane Bridge during the 2020 construction season.
3. The channel and hydraulic model for this project is based on a hydrologic model that approximates TS Irene. Therefore, the design standard for this project is between a 100-year and 500-year flood.
4. GOSR representatives went over funding source requirements for the project including Civil Rights and Diversity Goals, Elation Systems Reporting requirements, and NYS and Federal Prevailing Wage requirements. Bidders should submit documentation of your efforts to meet civil rights and diversity goals with your bid. A summary of requirements is attached to this memo.

5. Sandblom provided clarification on the Type IV rock that is on the bid form, but does not appear on the drawings. The design plans for Gulf Brook Restoration Phase 1 project called for a Type IV rock that is graded between 16" to 48", in addition to the Type VI rock that is graded between 20" and 72". In practice, we found that it was effective to have only Type VI rock delivered, and the smaller pieces that came with this and native rock was used to make up much of the smaller parts of the gradation, as well as for use in chinking the voids in the Type VI slope. It is the design intention in Phase 2 to do this again to encourage contractors to utilize as much native material excavated from the channel as possible. Therefore, Type IV rock was removed from the design, and the Type IV unit price should have been removed from the Bid Form. A revised Bid Form will be provided by Addendum.
6. The retaining wall design is a gravity block wall (no geogrid or other lateral anchoring) based on the use of Redi-Rock precast concrete segmental block units. Alternates may be considered.
7. The temporary pedestrian bridge across Gulf Brook in the design plans anticipates the use of a Mabey Universal System Pedestrian Bridge. Alternates may be considered, including an alternate alignment.
8. The contractor shall be responsible for the design of the temporary shoring on the Sappah property to protect the existing dwelling structure during excavation and construction of the retaining wall. A temporary shoring plan shall be submitted prior to construction for review and approval by the Engineer. At the meeting, different options regarding methods of providing earth support were discussed. For clarification, regardless of what methods may have been discussed in the meeting, it is the responsibility of the contractor to determine means and methods for the temporary support.
9. The project schedule requires that the Buck's Lane bridge over Gulf Brook be closed for a maximum of 120 days and substantially complete by September 30, 2019. It is anticipated that the contractor will conduct tree removal during winter months when there are no cutting restrictions due to bat habitat. If the contractor conducts tree removal outside of this time, then the contractor shall hire a wildlife consultant to clear the trees of active bat habitat at the contractor's expense. This supersedes what is stated in the Tree Removal Notes on Sheet N-1.
10. Permits have been obtained from NYSDEC, ACOE, and APA; copies are provided in the Project Manual. The work that is proposed within the Route 9N Right-of-Way, including modifications under the bridge, have been coordinated with NYSDOT and all relevant comments have been incorporated into the design. It is the contractor's responsibility to obtain a NYSDOT highway access permit.
11. Easements have been obtained for the project are included in the Project Manual except for the following three: Tupper, Giampaolo, and 5<sup>th</sup> & 20<sup>th</sup>, LLC. These easements are currently held by an attorney representing all three landowners and are expected to be released and will be provided prior to commencing construction. All terms that have been negotiated that impact the project design and construction have been incorporated into the Project Documents.

12. Due to the Prevailing Wage requirements and to ensure current rates, an addendum will be released approximately 10 days prior to the bid due date with updated wages that bids will need to be based upon.

The meeting adjourned and was immediately followed by a walk of the site.

Respectfully Submitted,



Erik C.F. Sandblom, PE  
Principal

Attachments: Sign-In Sheet  
HUD / CDBG-DR / GOSR Project Funding Requirements

**GULF BROOK PHASE 2 RESTORATION PROJECT  
PRE-BID MEETING 8/6/2019 10:00 AM KEENE, NEW YORK**

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## PROJECT FUNDING REQUIREMENTS (HUD / CDBG-DR / GOSR)

### 1. Civil Rights and Diversity Goals

- Goals for the project are Minority and Women workforce 30% - 15% of contract funds going to Minority-owned business enterprises (MBE); 15% of contract funds going to Woman-owned business enterprises.
- A list of certified M/WBE firms can be obtained using this website: [www.esd.ny.gov](http://www.esd.ny.gov) and also using the New York State Storm Recovery Opportunities Portal (<http://www.nystormrecoveryopps.com>).
- Vendors required to comply with the Section 3 clause of the HUD Act of 1968. All contracts and subcontracts over \$100,000 in value must provide a Section 3 utilization plan. This information is provided in the Project Manual.
  - Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting from funds awarded and continuing thereafter; and
  - At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with public construction; and
  - At least 3% of the total dollar amount of non-construction contracts arising in connection with public construction.
- HUD Section 3 businesses can be found using the HUD Section 3 Business Registry: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>
- All awarded contracts will need to be posted to the GOSR Opportunities Portal for procurement and hiring opportunities.
- Vendors are responsible for making Good Faith Efforts (GFE) toward achieving M/WBE goals, and for making Greatest Extent Feasible (GEF) efforts to meet Section 3 goals. If a M/WBE or Section 3 Utilization Plan is submitted with goals below what is laid out in the front-end documents, documentation of GFE and GEF efforts must be submitted with the bid or response.

### 2. Elation Systems software for vendor reporting and payment processing

All contractors and subcontractors are required to complete M/WBE and Section 3 reporting in Elation System software. Training and technical assistance will be provided to the successful bidders. In addition, all contractors and subcontractors are required to submit certified payrolls through Elation Systems software.

### 3. NYS and Federal Prevailing Wage Requirements

This project is covered by the New York State Labor Law as well as the Davis Bacon and Related Acts. All contractors are required to pay the highest of the State and Federal wage rate for each labor classification used on the project. The prevailing Federal Davis-Bacon wage rates will be determined 10 calendar days prior to bid opening in order for the contractor to submit an accurate bid. This is done through a 10-day wage call. New York State wage rates are amended annually periodically, and it is the responsibility of each contractor to obtain the amended rates and apply them as necessary. Both the New York State and the Federal wage rates are to be posted at all times at a location at the work site that is available to all workers.

Original copies of Certified Payrolls must be submitted through Elation by all contractors and subcontractors weekly. Contractors and their subcontractors will be required to do monthly entries into Elation Systems website.

# GULF BROOK RESTORATION – PHASE II LUMP SUM

## BID FORM

**(REVISED AUGUST 9, 2019)**

ESSEX COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY IN THE FORM OF A CERTIFIED CHECK OR A BANK CHECK DRAWN UPON A LEGALLY INCORPORATED BANK OR TRUST COMPANY AND MADE PAYABLE TO ESSEX COUNTY IN THE AMOUNT STATED IN THE NOTICE TO BIDDERS.

**EACH BID MUST INCLUDE THE FOLLOWING:**

- COMPLETED ORIGINAL BID FORM (FULLY EXECUTED – In a sealed Envelope)
- BID SECURITY IN THE AMOUNT OF \$[\_\_\_\_\_]
- [WICKS EXEMPTION IF CONTRACT AMOUNT IS ABOVE APPLICABLE THRESHOLD]

**Project**

GULF BROOK RESTORATION  
PHASE II

**Location**

KEENE HAMLET  
TOWN OF KEENE  
ESSEX COUNTY, NEW YORK

**Project Owner**

ESSEX COUNTY  
7551 COURT STREET, POB 2017  
ELIZABETHTOWN, NY 12932

To whom it may concern:

1. The undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the lump sum price of:

BASE BID AMOUNT (Base Bid Lump Sum Amount, excluding Type VI Rock):

***To be filled in by Contractor***

<i>In Words</i>
<i>In Numbers</i>



**UNIT PRICE BID FOR TYPE VI ROCK:**

***To be filled in by the Contractor***

<i>Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Unit Price Bid (Quantity x Unit Price)</i>
Type VI Rock	7,000	Tons	\$	\$
<i>Total Unit Price Bid for Type VI Rock (In Words)</i>				
<i>Total Unit Price Bid for Type VI Rock (In Numbers)</i>				



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TOTAL BID AMOUNT (Total entered shall be the sum of the above noted Base Bid and Allowance amounts):

***To be filled in by Contractor***

*In Words*

*In Numbers*

**In case of Discrepancy between the price in words and that in figures, the price in words will be considered the price bid.**

2. The undersigned agrees to complete the Work per phase of the Contract by the dates noted in the Technical Specifications and Drawings and all Work no later than **September 30, 2020, with construction of the Bucks Lane Bridge no more than one-hundred twenty (120) consecutive days from bridge closure to re-opening the bridge, after Contractor receives a notice to proceed with construction from the Municipality.** The Contractor agrees, in the event the Contractor fails to complete all the Work on time, to pay the Municipality liquidated damages, *as stated in the General Conditions*, for each day of delay (per phase) in the physical completion of Work.
3. The undersigned agrees that the bid security shall become the property of the Municipality if this bid is accepted and the bidder does not submit executed copies of the Agreement contained in the Contract Documents within ten (10) days of receipt of a written request. A performance bond and a payment bond, each in an amount equal to the total bid sum, shall be submitted as required with the executed agreements and shall be the statutory form of Public Bonds required by section 137 of the State Finance Law.
4. ***The undersigned hereby certifies his or her compliance with the following:***

#### NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

\_\_\_\_\_ YES      \_\_\_\_\_ NO

- E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

\_\_\_\_\_ YES \_\_\_\_\_ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

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The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different from Street Address)

Federal I.D. #: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

<u>Name</u>	<u>Legal Residence</u>
_____ (President / Member / Partner)	_____ _____ _____
_____ (Vice President / Member / Partner)	_____ _____ _____
_____ (Secretary / Member / Partner)	_____ _____ _____
_____ (Treasurer / Member / Partner)	_____ _____ _____