

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

REHABILITATION OF TOAD HOLLOW ROAD (CR 14)

ADDENDUM DATE: 19 APRIL 2024

The following are plans and bid proposal booklet:

General Provisions & Bid Proposal Booklet:

1. The Bid Due Date shall be changed to Thursday, May 2, 2024. BIDS MUST BE RECEIVED BY 1:45 P.M. and the OPENING WILL BE AT 2:00 P.M.
2. Remove Page C-1 (45 of 167). Replace with Page C-1 attached.
3. Remove Page D-5 (58 of 167). Replace with Page D-5 attached.
4. Remove Section F - Special Notes - Asphalt & Fuel Price Adjustment Notes (166 of 167). Replace with attached Asphalt and Fuel Price Adjustment Notes.

Appendix B - Plans:

1. Dwg. No. MPP-1, Sheet 16 of 140 and Dwg. No. MPP-2, Sheet 17 of 140: Remove Work Zone Traffic Control Note 8 and replace with the following:
“8. TRAFFIC SHALL BE MAINTAINED ON COUNTY ROAD 14 AND 14A AT ALL TIMES EXCEPT FOR ONE 3-WEEK PERIOD (3 CONSECUTIVE WEEKS) TO ALLOW FOR THE INSTALLATION OF BOX CULVERTS DS13-1 (MN02) AND DS13-2 (MN44). DETOURS AND CLOSURE PLANS SHOWN MAY BE ADJUSTED, WITH APPROVAL FROM THE COUNTY, TO ALLOW THE INSTALLATION OF DS 13-1 AND DS 13-2 TO OCCUR SIMULTANEOUSLY.”

ALL BIDDERS MUST RETURN THIS ADDENDUM WITH THE BID AND RECORD THIS ADDENDUM IN SECTION B ON SHEET B-2 IN THE BID PROPOSAL BOOK.

IN ADDITION, PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM 1 IMMEDIATELY BY PROVIDING THE INFORMATION BELOW AND FAXING THIS SHEET TO:

Cattaraugus County
Department of Public Works
(716) 938-2754

Company Name: _____ Signed: _____

Date: _____ Printed Name of Signatory: _____

This AGREEMENT made as of the ____ day of _____ in the year 20____ by and between the County of Cattaraugus, a municipal corporation hereinafter called the "County" and _____ hereinafter called the "Contractor".

WITNESSETH that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Contract Documents for the completion of the Project generally described as the **Rehabilitation of Toad Hollow Road (CR 14) from the Village of Little Valley to Five Points Intersection**, Towns of Mansfield and Little Valley, Cattaraugus County, New York.

(a) The Contractor shall furnish all of the materials and do all the Work required for the replacement of the structure and all other incidental work detailed in the contract documents.

Article 2. ENGINEER. The Project has been designed by Cattaraugus County. Cattaraugus County will hire an Engineer to represent the County in connection with implementation of the Project and is hereinafter called the ENGINEER. The County and the ENGINEER will provide all on-site observation services, and County observation personnel will also be referred to as the ENGINEER.

Article 3. CONTRACT TIME. Time of beginning, rate of progress and time of completion are essential conditions of the Contract. The Contractor shall commence work within ten (10) days of the effective date of the Contract, unless written consent is given by the County to begin at a later date. All work shall be completed in accordance with the schedule specified in Section D; Part 3.1.2 – Schedule.

Article 4. CONTRACT PRICE. The County shall pay the Contractor for the performance of the Work in accordance with the Itemized Bid indicated in the bid documents.

Article 5. PAYMENTS. The County shall make payments on the account of the Contract as follows:

- (a) Upon request from the Contractor, the Engineer and the County will review and approve statements prepared by the Contractor for the total quantity of work properly completed by the Contractor as of a specified date noted on the statement. No such statement, however, will be reviewed by the Engineer and County within one month after the start of Work under contract, or at intervals of less than one month. The County will pay the Contractor 95% of the amount of each statement, less prior payments, forty-five (45) days after approval of the statement. Neither statement nor payment shall mean that any Work is accepted. The statements should be based on the percent complete of each subtask noted in the Unit Price schedule.
- (b) The 5% of the value of completed Work withheld from the Contractor will be paid to the Contractor by the County upon: (1) the completion of all Work to the satisfaction of the Engineer and the County; and (2) the Contractor has filed with the County a certification of payment of all labor and materials and certificate of release of liens in connection with this agreement.
- (c) The acceptance by the Contractor of the final payment of amounts withheld from the Engineer's statements shall be and shall operate as a release to the County and the Engineer of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and Engineer and others relating to or arising out of this Work.
- (d) The County reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary and the Agreement shall not be invalidated thereby however;

PART 3 SCOPE OF WORK

3.1 RESPONSIBILITY OF THE CONTRACTOR

The Contractor will be held responsible for the execution of a satisfactory and complete piece of work, in accordance with the true intent of the drawings and specifications. He/She shall provide, without extra charge, all incidental items required as a part of his work including layout and survey, even though not particularly specified or indicated. If he/she has good reason for objecting to the use of any material, appliance, or method of construction as shown or specified, then he/she shall report such objections to the Engineer, and if approved by the Engineer, shall obtain proper adjustment before the Contract is made, and then shall proceed with the work with the understanding that a satisfactory job will be required. The Contractor is solely responsible for site safety and adherence to OSHA regulations.

3.1.1 General Scope of Work: Rehabilitation of Toad Hollow Road (CR 14)

This project will rehabilitate CR 14 (Toad Hollow Road) from the Village of Little Valley to Five Points Intersection for a distance of 4.12 miles in the Town of Mansfield. The Project will widen the roadway to provide for (2) 11'-0" travel lanes and (2) 2'-0 wide asphalts shoulders. Proposed work in this bid includes: Make profile and superelevation improvements along with necessary improvements to culverts, guide railing, signage, and other highway appurtenances. Contractor shall provide Work Zone Traffic Control for all aspects of the project.

3.1.2 Schedule: All work represented in the plans shall be completed by October 31, 2024 with the exception of the following:

The areas of Full Depth Reconstruction (FDR) Station TH 57+25 to TH 62+50; and B 7+50 to B 12+54 including DS 13-1 and DS 13-2, and the Mill and Overlay (M/O) section from Station B 1+20 to B 7+50. Work within these limits shall be completed by June 30, 2025.

3.2 ONE-CALL NOTIFICATION TRAINING CERTIFICATION

Pursuant to Article 36 – Protection of Underground Facilities of the NYS General Business Law, the Contractor certifies that its excavator(s), operator(s), and/or subcontractor(s), if any, are informed of their responsibilities under the law and regulations to protect underground facilities and the existence, operation and programs of the One-Call Notification System. The Contractor shall require the excavator(s), operator(s), and/or subcontractor(s), if any, to have completed the training and education program provided by the One-Call Notification System pursuant to this Article, either in-person or online, and within the last five (5) years. The Contractor shall submit certificates of training, with its Health and Safety Plan, at the contract Pre-Construction meeting.

PART 4 CONTROL OF WORK

4.1 AUTHORITY OF ENGINEER

The Commissioner of Public Works will be represented by the Engineer who will observe the work done under the Contract on a part time basis throughout construction.

The Engineer shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His/Her authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit his/her questions, in writing, to the Engineer. These questions shall be forwarded to the Commissioner of Public Works along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as his/her direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and

SPECIAL NOTES (Continued)

ASPHALT AND FUEL PRICE ADJUSTMENT ITEMS

Conversion factors from the NYSDOT Engineering Bulletin EB 23-026 shall be used for the Asphalt Price Adjustment, Item 698.04 and the Fuel Price Adjustment, Item 698.05

Item 698.04 Notes:

1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of April 2024 = \$604/TON.
2. Quality Adjustment Items (404/608/624) are not eligible for asphalt price adjustment.

Item 698.05 Notes:

1. In accordance with Standard Specification §698-3.02, the index value for the fuel price adjustment is the posted price for the month of April 2024 = \$2.69/GAL.
2. Quality Adjustment Items (404/608/624) are not eligible for fuel price adjustment.
3. Fuel Price adjustment conversion factor based on units of TONS of asphalt placed, not the units of this item