DZUS FASTENER COMPANY, INC.
REMEDIAL ACTION

Town of Islip, Suffolk County, New York
Inactive Hazardous Waste Site Number 152033

January 2019
ADDENDUM NUMBER 5
TO CONTRACT D011107

Prepared by:
EA Engineering, P.C. and its affiliate EA Science and Technology
ADDENDUM NUMBER 5
TO THE DECEMBER 2018 CONTRACT DOCUMENTS
DZUS FASTENER COMPANY, INC. SITE
REMEDIAL ACTION
TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK
CONTRACT NO. D011107
JANUARY 15, 2019

TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:

Your attention is directed to the following changes and additions to the December 2018 Contract Documents for the Dzus Fastener Company, Inc. Site. This Addendum has been prepared in accordance with the provisions of the Contract Documents.

Item 1:

Section I “Advertisement and Notice to Bidders” CHANGE the bid opening date from January 17, 2019 to January 23, 2019. The time of the opening is still 1:00 PM EST. The last day for questions is established as C.O.B January 16, 2019.

Item 2:

CLARIFICATION: Tree clearing work originally scheduled to be conducted in winter 2019, under separate contract, is now a requirement of this contract (No. D011107).

Item 3:

SECTION XII – Measurement for Payment, PART 3 BID ITEMS, C., BID ITEM LS-1 – MOBILIZATION/DEMOBILIZATION & SITE PREPARATION, REPLACE j with the following:

“j. Clearing of approximately 7-acres of trees and vegetation within the limits of work. Work shall include topping, felling, and processing.”

Item 4:

SECTION XII – Measurement for Payment, PART 3 BID ITEMS, J., BID ITEM UC-7 – TRANSPORTATION & DISPOSAL OF NON-HAZARDOUS DEBRIS, REPLACE 3.J.1 with the following:

“1. Bid Item UC-7 shall be bid unit cost price per TON of debris properly removed and processed from within excavation limits shown on Contract Drawing per the Contract Documents. Materials for this bid item include trash and rubbish within Willetts Creek, cleared trees and shrubs (note that larger trees from Willetts Creek Stations 2+80 to 42+50 – i.e., greater than 3 inches at breast height, will be removed prior to this Project), whole sections or pieces of stormwater culverts, pavement, miscellaneous construction and demolition debris, and other debris waste items.”
Item 5:

SECTION X STANDARD SPECIFICATIONS, **DELETE** SPEC 00019 – CLEARING AND GRUBBING

Item 6:

SECTION XI, Supplementary Specifications, **ADD** the following technical specification to the Contract, **SECTION 31 50 00 – CLEARING** (Attachment A).

Item 7:

SECTION VI, Agreement, Article 6 – Contract Term, **REVISE** 6.1 to read “The Work will be Substantially Completed within **470 calendar days from the Effective Date of the Agreement** plus twenty (20) calendar days.”

Item 8:

SECTION VI, Agreement, Article 6 – Contract Term, **REVISE** 6.3 to read “The Work will be completed and ready for final payment in accordance with the General Conditions within **500 calendar days from the Effective Date of the Agreement** plus twenty (20) calendar days or within 30 days of substantial completion, whichever is sooner.”

Item 9:

**REPLACE** SECTION VI, “ATTACHMENT A – SEPARABLE PARTS OF WORK” of the Contract with the revised ATTACHMENT A – SEPARABLE PARTS OF WORK (Attachment B).

Item 10:

SECTION V, Bid Forms and Attachments **REPLACE** the bid form with the revised Bid Form (Attachment C). Revisions include an additional 18 days for UC-1 Site Services and an additional 13 days for UC-2 Health and Safety.

Item 11:

Q: How is the Department defining substantial completion?

**A: The Work, or a specified part thereof, has progressed to the point where in the opinion of Engineer as evidenced by Engineer’s definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents (with the exception of the minor items identified during inspection described in paragraph 13.6 of the General Conditions), so that it can be utilized continuously for the purposes for which it is intended. Substantial Completion of the High School**
parking lot portion of the Work includes, at a minimum, restoration of High School parking lot so that it can be utilized continuously for the purposes for which it is intended. If milling, application of top-course and striping as punch list items will affect school operations or ability to start using the High School parking lot, then the work will need to be conducted during non-school days to avoid impacting school use of the parking lot.

Q: As words and figures required on the bid form, there is not enough room in the blocks at the reduced size, can the contractor print at a larger size?

A: An updated bid form is provided in Attachment C of this Addendum.

This ADDENDUM No. 5, including Attachments becomes part of the December 2018 Dzus Fastener Company, Inc. Site Contract Documents D011107.

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Donald F. Conan, P.E., P.G.

EA Engineering, P.C. and its affiliate EA Science and Technology

Dated: January 15, 2019
ATTACHMENTS TO ADDENDUM NO. 5

DZUS FASTENER COMPANY, INC. SITE
CONTRACT No.D011107

1. Attachment A  Section 31 50 00 CLEARING
2. Attachment B  SECTION VI - ATTACHMENT A – SEPARABLE PARTS OF WORK
3. Attachment C  SECTION V Revised Bid Form
ATTACHMENT A
ADDENDUM No. 5 DZUS FASTENERS COMPANY, INC SITE
CONTRACT No. D011107

Section 31 50 00 CLEARING
SECTION 31 50 00 - CLEARING

PART 1 – GENERAL

1.1 SUMMARY

A. Contractor shall clear, remove, and dispose of trees and brush in and along Willetts Creek and Lake Capri (approximately 7 acres) prior to excavation and dredging activities. Contractor's operations shall consider the presence of contaminated soil and sediment, and precautions shall be taken to minimize the disturbance of contaminated material during clearing operations and prevent the spreading of contaminated material through decontamination of equipment and tools as necessary.

B. Before any tree is cut down, the tree shall be completely "topped" in an accepted manner approved by Engineer to protect all utilities, public and private property. Clearing performed on private residential properties may not proceed without an executed Memo of Understanding (MOU) between the NYSDEC and property owner. No work can be performed on private residential properties without the work being coordinated with NYSDEC. On private residential properties the Contractor shall be responsible for removing branches, foliage, etc., from the residential property as soon as the tree has been cut. If any property is damaged during the removal of a tree, the Contractor shall repair/replace the damaged portions at his/her own expense as directed by Engineer.

1.2 PERFORMANCE REQUIREMENTS

A. This work is of a potentially dangerous nature and requires special expertise associated with arboricultural work and employees that are trained and skilled in all phases of tree service work.


1.3 SUBMITTALS

A. Contractor shall prepare a Clearing Plan that includes, at a minimum, details regarding the following activities:
   1. Schedule for clearing operations.
   2. A detailed description of the means and methods, including all equipment and personnel, for clearing operations.
   3. Details of any proposed temporary improvements (e.g. placement of crane mats) to execute the work.
   4. Noise mitigation measures for tree clearing equipment (e.g. chainsaws).
   5. Contractor’s plan to minimize disturbance of Willets Creek due to clearing operations.
   6. Description of tree removal activities, including site prep, tree topping, tree felling, sizing, processing, transportation, and disposition.
   7. Proposed disposal facility.
PART 2 – PRODUCTS

2.1 GENERAL MATERIALS

A. Contractor shall be responsible for the selection of all types, sizes, and quantity of equipment to perform the Work.

B. Materials and equipment chosen for this work shall be adequate in capacity for required usage, shall not create unsafe conditions, and shall meet requirements of applicable codes and standards and approval of the Engineer.

PART 3 – EXECUTION

3.1 GENERAL

The Contractor shall adhere to the following:

A. Removals will include topping and other operations necessary to safely remove the trees;

B. No trees or trunks shall be felled onto pavement;

C. The Contractor shall cut trees and brush flush to the ground surface;

D. Adjacent sidewalks, lawns, streets, and gutters shall be cleaned of debris generated during clearing operations;

E. Trees, brush, and foliage will be removed from the work zone, and properly disposed of in accordance with applicable regulations and best practices.

F. Vegetation will be segregated from trash/litter (C&D) and sediment removed before transportation and disposal.

G. Contractor shall have the option of transporting vegetation off-Site “whole” or chipping vegetation on-Site prior to transportation and disposal.

H. All of the Contractor’s activities (including On-Site chipping equipment if proposed) shall comply with applicable Contract requirements associated with controlling nuisances and noise.

I. Vegetation will be cleared up to the residential properties (denoted by chain link fence) on the east bank of Willets Creek.

J. Contractor shall repair damage caused by clearing operations.

K. The Contractor may use slash mats or trees cut during the performance of the work to temporarily provide access to wetland areas; the Contractor may also use crane mats underlain with poly sheeting (to minimize the need for heavy equipment decontamination) or other methods such as low ground pressure equipment or skidders. In all cases, the Contractor must take appropriate precautions to minimize disturbance to contaminated sediments, control turbidity and control creek flows including in the event of stormwater to
ensure the temporary access does not redirect the creek or otherwise cause impacts from flooding.

L. Contractor shall arrange for removal, transportation and disposal of trees, brush, foliage from the Site to the Contractors proposed disposal facility.

END OF SECTION
ATTACHMENT B
ADDENDUM No. 5 DZUS FASTENERS COMPANY, INC SITE
CONTRACT No. D011107

SECTION VI - ATTACHMENT A – SEPARABLE PARTS OF WORK
Separable Part A
Beach Street Middle School
17 Beach Street
West Islip, NY

Separable Part A of the project site abuts the Beach Street Middle School and includes Willetts Creek from Station 0+00 to 21+00. Access to Separable Part A is limited via the Stop & Shop Plaza at 400 Union Blvd West Islip, New York. NYSDEC is leasing space from the West Islip School District on the Middle School property to facilitate the work.

This part includes all specified work required to satisfactorily prepare the portion of the site associated with Separable Part A for the contract specified remedial activities, construct/operate the Middle School sediment processing area, dredge Willetts Creek sediment from Station 0+00 to 21+00, manage water associated with the dredging operations, transport and dispose of stabilized sediment associated with Separable Part A, and restoration of Willetts Creek and adjacent properties associated with Separable Part A.

Part A work shall be Substantially Completed within 202 days from the Effective Date of the Agreement plus twenty (20) calendar days. Liquidated damages shall be in the amount of ($3,700) for each day that expires until the Department considers this separable part of the work satisfactorily complete.

Separable Part A will not be considered substantially complete until the Beach Street Middle School athletic fields are ready for intended use following sod placement and associated restoration.
ATTACHMENT C
ADDENDUM No. 5 DZUS FASTENERS COMPANY, INC SITE
CONTRACT No. D011107

SECTION V Revised Bid Form
## LS-1 Mobilization, Demobilization and Site Preparation

- **Unit**: LS
- **Estimated Quantity**: 1

## LS-2 Site Restoration - Willetts Creek Station 0+00 to 21+00

- **Unit**: LS
- **Estimated Quantity**: 1

## LS-3 Site Restoration - Willetts Creek Station 21+00 to 42+50 and Lake Capri

- **Unit**: LS
- **Estimated Quantity**: 1

## UC-1 Site Services

- **Unit**: DAYS
- **Estimated Quantity**: 358

## UC-2 Health and Safety

- **Unit**: DAYS
- **Estimated Quantity**: 258

## UC-3 Willetts Creek Removal and Removals from Residential Backyards Along the Creek and Surrounding Lake Capri

- **Unit**: CY
- **Estimated Quantity**: 23,800

## UC-4 Processing Willetts Creek Soil and Sediment and Soil from Residential Backyards Along the Creek and Surrounding Lake Capri

- **Unit**: CY
- **Estimated Quantity**: 23,800

## UC-5 Dredging Lake Capri Sediment and Debris

- **Unit**: CY
- **Estimated Quantity**: 18,400

## UC-6 Processing Lake Capri Sediment

- **Unit**: CY
- **Estimated Quantity**: 18,400

## UC-7 Transportation & Disposal of Non-Hazardous Debris

- **Unit**: TONS
- **Estimated Quantity**: 8,500

## UC-8 Transportation & Disposal of Non-Hazardous Material

- **Unit**: TONS
- **Estimated Quantity**: 51,700

## UC-9 Transportation & Disposal of Hazardous Material

- **Unit**: TONS
- **Estimated Quantity**: 3,100

## UC-10 Post Remediation Confirmation Sampling and Analysis

- **Unit**: EA
- **Estimated Quantity**: 184

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**Contractor Authorized Representative**

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**Contractor Name**

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**Date**

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**Grand Total Bid**

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**(Price in figures)**