



**Pier 26 Upland Park Construction – General Construction
Project/Contract #C4891-A
Addendum # 3
November 26, 2018**

To All Respondents:

1. **Exhibit 2 (Price Proposal) of the RFP contained in the Project Manual is hereby deleted in its entirety and replaced with Attachment 1, herein.**
2. **Attachment A of the RFP contained in the Project Manual is hereby amended by deleting “4. C4981-A General Construction – Specifications” in its entirety and replacing it with Attachment 2, herein.**
3. **All requirements of the original RFP shall remain in full force and effect, except as set forth in this Addendum and any other previously issued Addenda.**
4. **All capitalized terms set forth in this Addendum shall have the same meaning as set forth in the RFP being amended hereby.**

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER AND ATTACHED TO THE TECHNICAL PROPOSAL WHEN SUBMITTED.

HUDSON RIVER PARK TRUST
By: Kevin Quinn
Title: Senior Vice President

ACKNOWLEDGED AND AGREED:

Name of Proposer: _____
By: _____
Title: _____
Date: _____

ATTACHMENT 1
EXHIBIT 2 - PRICE PROPOSAL
(SEPARATE ATTACHMENT)

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PROPOSAL FORM

Pier 26 Upland Park – General Construction

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PROJECT IDENTIFICATION:

HUDSON RIVER PARK
PIER 26 UPLAND PARK – GENERAL CONSTRUCTION
CONTRACT No. C4891-A

PROPOSAL TO: Hudson River Park Trust
Project Management Field Office
353 West Street, Pier 40 – 2nd Floor
New York, NY 10014

PROPOSAL FROM: _____ (PROPOSER’s Name)
_____ (Address)

_____ (Telephone Number)

1. The undersigned PROPOSER agrees, if the PROPOSAL is accepted, to enter into an agreement with the OWNER, in the form included in the REQUEST FOR PROPOSAL Documents, to perform and furnish the Work as specified and indicated in the REQUEST FOR PROPOSAL Documents for the PROPOSAL Price and within the PROPOSAL Times indicated in this PROPOSAL and in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this PROPOSAL, PROPOSER represents, as more fully set forth in the Contract, that:

- a. This PROPOSAL will remain subject to acceptance for 90 days after the day of PROPOSAL opening;
- b. The Owner reserves the right to reject this or any and all PROPOSALS;
- c. PROPOSER accepts the provisions of the Instructions and Supplementary Instructions to PROPOSERS regarding disposition of PROPOSAL Security;
- d. PROPOSER will sign and submit the Contract with Bonds and other documents required by the REQUEST FOR PROPOSAL Requirements within five days after the Execution of the Contract;
- e. PROPOSER has examined copies of the REQUEST FOR PROPOSAL Documents;
- f. PROPOSER has visited the site and become familiar with the general, local, and site conditions;
- g. PROPOSER is familiar with federal, state, and local laws, regulations, and permit requirements;
- h. PROPOSER has correlated the information known to the PROPOSER, information and observations obtained from visits to the site, reports and drawings identified in the REQUEST FOR PROPOSAL Documents and additional examinations, investigations, explorations, tests, studies, and data with the REQUEST FOR PROPOSAL Documents;
- i. The PROPOSAL is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited another PROPOSER to submit a false or sham PROPOSAL; PROPOSER has not solicited or induced a person, firm, or corporation to refrain from REQUEST FOR PROPOSAL, and PROPOSER has not sought by collusion to obtain for itself an advantage over another PROPOSER or over OWNER.

Hudson River Park Trust
PROPOSAL FORM

Pier 26 Upland Park – General Construction

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j. PROPOSER has received the following Addenda, receipt of which is hereby acknowledged;

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. PROPOSER acknowledges that the Work indicated by REQUEST FOR PROPOSAL Documents (REQUEST FOR PROPOSAL Requirements and proposed Contract Documents) with respect to the Pier 26 Upland Park – General Construction (C4891-A) Work, is to be included in the Lump Sum Base PROPOSAL Price. The required Work Sequence of three (3) milestone Phases with a total of five (5) milestone Parts is described in Division 1 Section 01100 “Summary”.
4. PROPOSER shall complete the Work in accordance with the proposed Contract Documents for the following price(s):

Hudson River Park Trust
PROPOSAL FORM

Pier 26 Upland Park – General Construction

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PROPOSER shall identify lump sum costs associated with this Project. The Owner reserves the right to award all or a portion of these individual lump sum costs as a part of the work:

A. Lump Sum Price: All work as called for in the Contract Documents to accomplish the Pier 26 Upland Park – General Construction Work Scope. See Division 1 Section 01100 “Summary – C4891-A General Construction” for a description of what is included in each of the items below.

	DESCRIPTION	QTY	AMOUNT IN NUMBERS
1	Mobilization/Demobilization	1 LS	_____
2	Wood Decking	1 LS	_____
3	Wood Cladding	1 LS	_____
4	Installation of Owner Provided Furnishings	1 LS	_____
5	Furnish and Install Site Furnishings	1 LS	_____
6	Railings and Gates	1 LS	_____

Total Lump Sum Base Proposal Price (Sum of Items 1-6 Above):

_____ Dollars (\$) _____
(written amount) (numerals)

and which Sum includes all federal, state, and local taxes as may be applicable.

Hudson River Park Trust
PROPOSAL FORM

Pier 26 Upland Park – General Construction

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In compliance with the Request for Proposal issued for this project and having carefully examined the Contract Documents and familiarized ourselves with the site and all conditions likely to be encountered affecting the cost and schedule of the proposed work, the undersigned hereby proposes to furnish all labor, materials, delivery, transportation, equipment, tools and services necessary to provide, install and complete all work of this trade in strict accordance with the Contract Documents listed in the Request for Proposal for the above Lump Sum amount.

NOTE: SCOPE EXCLUSIONS WILL NOT BE ACCEPTED.

B. Alternates – Alternate pricing listed below shall be the Additive or Deductive Price that includes any costs associated with Scope that is removed from the Lump Sum Base Price above and include all costs associated with the Alternate Scopes listed below. All work as called for in the Alternate Contract Documents Set should be included in the Alternate Pricing below. The Hudson River Park Trust reserves the right to award the below items separately.

	DESCRIPTION	QTY	AMOUNT IN NUMBERS
1	Add Alt 1 – Installation of Swings in Wood and Metal Sheds	1 LS	_____
2	Add Alt 2 – Furnish Site Furnishings called for as Owner Provided Furnishing in Base Bid. Site Furnishings shall be composed of Powder Coated Carbon Steel with Kebony Cladding	1 LS	_____
3	Add Alt 3 – Furnish Site Furnishings called for as Owner Provided Furnishing in Base Bid. Site Furnishings shall be composed of Type 304 Stainless Steel with Kebony Cladding	1 LS	_____
4	Add Alt 4 – Furnish Site Furnishings called for as Owner Provided Furnishing in Base Bid. Site Furnishings shall be composed of Type 316 Stainless Steel with Kebony Cladding	1 LS	_____

C. Unit Prices

The following Unit Prices shall be proposed by PROPOSER as a basis for additions to or deductions from the Contract Sum resulting from changes that may be incorporated in the Work after Contract execution. Unit Prices shall include all charges for labor, material, handling, delivering, storing, restocking, fees, general expenses, insurance, labor burdens, tools, shop drawings, overhead, profit, and other costs related to the item. Changes in quantities for extent of work shall not be a cause for change to Contract Time.

Hudson River Park Trust
PROPOSAL FORM

Pier 26 Upland Park – General Construction

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PROPOSERS shall propose on each Unit Price item. Unit Prices listed in this PROPOSAL Form shall remain firm, without adjustment, throughout the duration of the Contract and any extension thereto for the items of Work described. If actual quantities measured in place vary by more or less than twenty percent (20%) than the quantities indicated by Contract Documents, the Unit Price listed in the PROPOSAL Form may be equitably adjusted.

The increased or decreased resultant Contract Amount shall represent the changed material quantity multiplied by the applicable add or deduct Unit Price.

Schedule of Unit Prices: Unit Price proposals are requested and additionally described in Division 1 Section 01270 "Unit Prices" and related Contract Specification Sections.

<u>Description</u>	<u>PROPOSAL Unit Price</u>
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Note: Unit Price add / deduct pricing shall not vary by more than 10% of the other corresponding value.

Unit Price No. 1 –xxxxx:

(\$ _____ / LF) (add)

(\$ _____ / LF) (deduct)

Unit Price No. 2 – xxxxxx:

(\$ _____ / LF) (add)

(\$ _____ / LF) (deduct)

NOTE: All prices are for work furnished, delivered and installed, measured in place of installation.

5. PROPOSER agrees that the Work will be Substantially Complete and ready for final payment in accordance with the Contract Conditions on or before the dates described in the Contract Documents.
6. SUPPLEMENTARY INFORMATION: Include the following supplementary information requested in the REQUEST FOR PROPOSAL Documents as an attachment to this PROPOSAL Form, which are to be accurately completed and must be submitted as a part of and condition of this PROPOSAL:
 - a. PROPOSAL Security: Attach PROPOSAL Security in the Amount equal to 10% of the total PROPOSAL amount (Lump Sum Base PROPOSAL) in the form of a certified check, bank check, or PROPOSAL Bond and in the form of AIA Document A310
 - b. Schedule: Attach to PROPOSAL Form a preliminary schedule of proposed operations showing sequences of various portions of the work required to reach the Project completion date(s) stated in this PROPOSAL Form. Prepare as specified in Contract Conditions and Division 1 Section 01320 "Construction Progress Documentation". At a minimum, describe the Work in milestone parts as per the Work Sequence described in Division 1 Section 01100 "Summary".

Hudson River Park Trust
PROPOSAL FORM

Pier 26 Upland Park – General Construction

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- c. Subcontractor and Supplier Identification: Attach to PROPOSAL Form a list of subcontractors and suppliers for the portions of the Work not being performed directly by the Contractor. Please use Preliminary Subcontractors and Major Materials Suppliers Listing in the form of CSI Form 1.5A as per Division 1 Section 01330 “Submittal Procedures”.
- d. Preliminary M/WBE Utilization Form.
- e. Preliminary Service-Disabled Veteran-Owned Business Enterprises (SDVOB) utilization form.
- f. New York State Contractor Responsibility Questionnaire Packet completed within the last two years.
- g. Completed “Contractor Certification” form ST-220 completed within last twelve months.
- h. The old New York City “VENDEX” system has been replaced with an online system named PASSPort. PROPOSER must have an active PASSPort account and submit either a Change Request or a Certification of No Change Online. Confirmation of either submission must be included in your Proposal response.
- i. Doing Business Data Form.
- j. Disclosure of Prior Non-Responsibility Determinations (Lobbying) Forms.
- k. Iran Divestment Form.
- l. Non-Collusion Form.
- m. NYS Small Business Acknowledgement.
- n. EEO Policy Statement
- o. Supplemental Contracting Questionnaire.

7. COMPLETION DATE(S)

- a. The undersigned PROPOSER agrees to coordinate and expedite the Work and to substantially complete the Work:
 - 1) For Base Contract (C4981-A) Work – Phases 1, 2 & 3 Milestone Parts 1, 2, 3, 4, and 5: Before December 31, 2019.
- b. Time shall be of the essence in the Contract. The time schedule for Substantial Completion of the Work identified herein will establish a Date of Completion in the Contract between Owner and Contractor.

Hudson River Park Trust
PROPOSAL FORM

Pier 26 Upland Park – General Construction

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SUBMITTED on _____, 2018

By _____ (SEAL)
(Firm Name)

(Signature)

(Name of Person Authorized to Sign)

Business Address: _____

Federal I.D. Number: _____

Telephone Number: _____

If the PROPOSER is a corporation, indicate officers, or if the PROPOSER is a firm, indicate members, or if PROPOSER is a partnership, indicate partners:

Name	Legal Residence
_____ President / Member / Partner	_____
_____ Vice President / Member / Partner	_____
_____ Secretary / Member / Partner	_____
_____ Treasurer / Member / Partner	_____

ATTACHMENT 2

4. C4981-A General Construction – Specifications – Addendum3

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of Hudson River Park, Pier 26 Upland Park – General Construction, Contract No. C4981-A.
 - 1. Project Location: The Project is located in the borough of Manhattan, New York, NY, within a portion of the designated Segment 3 area of the Hudson River Park. The base contract work area includes the western end of Pier 26, located at the west end of North Moore Street.
 - 2. Owner: Hudson River Park Trust, Project Management Field Office, 353 West Street, Pier 40 – 2nd Floor, New York, NY 10014.
- B. Architect Identification: The Contract Documents, dated September 28, 2018, were prepared for the Project by OLIN, 150 South Independence Mall West, Suite 1123, Philadelphia, PA 19106
- C. Construction Manager: Gilbane Building Company, Wall Street Plaza, 27th Floor, 88 Pine Street, New York, NY 10005
- D. The Work of this Pier 26 Upland Park – General Construction, Contract No. C4981-A consists of installation of all wood decking, wood cladding, site furnishings, railings, and gate for the Upland Park. Include performing related work as further described and summarized, but not limited as follows:
 - 1. Staging, mobilization, and remobilization as necessary related to and required by phased work sequence or condition. Include compliance with provisions related to the following:
 - a. Mobilization/Demobilization to Pier 26 at North Moore Street.
 - b. General Conditions to include Project Management, Insurance, Bonding, Trailer Items, Shop Drawings, Health and Safety Plan, Safety, Surveying and Layout, Temporary Facilities, Progress Photography, As-Builts, and Closeout Documentation, etc.
 - c. Maintenance of temporary protections including erosion, sediment and dust control measures, signage, and controlled access zone(s).
 - d. Protection of existing structures, utilities, and features which are to remain.
 - e. Confirmation, establishment, and maintenance of Project baseline measurements and survey control points.
 - f. Performance of final clean up.
 - 2. Wood Decking

- a. Wood Decking with Custom Standoffs,
 - b. Wood Deck Framing
 - c. Wood Stairs including steel fins, Simpson standoffs, nailers, bolts, and hardware
 - d. Deck hatches for utilities
 - e. Removable Tree Access Hatches
 - f. Foamed Glass Aggregate Installed under Wood Decking
3. Wood Cladding
- a. ~~Wood Cladding on Wood Shed, including C Channels (Add Alternate 2)~~
 - b. Wood Cladding on Aerial Walkway
 - e. ~~Wood Cladding at Overlook Shed (Add Alternate 1)~~
 - d. Wood Cladding on walkways in Pier C and Pier D Areas – Note Height Varies
 - e. Storage Nook Cladding, including hatches and latching mechanisms)
4. Installation of Owner Provided Furnishings
- a. Include all fastening hardware
 - b. Loungers
 - c. Backless Benches
 - d. Transition Benches
 - e. Backed Benches
 - f. Short Backless Benches on Slope
 - g. Storage Bench
 - h. Pier Wall with Integral Furnishings (Window Sill, Chaise Loungers, Bar, Long Bench, North Edge Entry)
 - i. Swing Benches (Add Alternate 1)
 - j. Café Tables, Chairs, and Parasols
 - k. **Furnishings listed in sub paragraphs a through j in this section are to be priced in the following compositions:**
 - 1) **Powder Coated Carbon Steel with Kebony Cladding (Add Alternate 2)**
 - 2) **Type 304 Stainless Steel with Kebony Cladding (Add Alternate 3)**
 - 3) **Type 316 Stainless Steel with Kebony Cladding (Add Alternate 4)**
5. Furnish and Install Site Furnishings
- a. Bike Racks
 - b. Trash Receptacles
6. Railings and Gates
- a. Custom Gates at Get Down Walkway
 - b. Custom Gate at SW Edge Beam
 - c. Wood Top Guardrail with Cables and Posts
 - d. Wood Top Guardrail with Handrail
 - e. Accommodate Steel Raceways for Puck Lighting where noted
 - f. Stainless Steel Handrail – coordinate layout with Sitework Contractor C44981-B
 - g. Replace Existing Railing Sections with Existing Salvaged Gates (2 Locations)

1.3 CONTRACTS

- A. Project Work of the Pier 26 Upland Park, Contract No. C4891-A will be performed and constructed under a single lump sum base contract as further described in this Section and in other Contract Documents.
- B. Multiple Contracts: Multiple contracts are separate contracts, representing significant construction activities, between Owner and other separate contractors. See Division 1 Section 01125 "Summary of Multiple Contracts" for a summary description of work included under each separate contract. Separate contracts may be performed concurrently and work of this Contract shall be coordinated closely with construction activities performed on Project under those other contracts.

- C. Contractor shall cooperate fully with other separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.4 WORK SEQUENCE

- A. The Work for the Pier 26 Upland Park – General Construction, Contract No. C4891-A shall be conducted in three (3) milestone Phases made up of five (5) total Parts as follows:
 - 1. Phase 1 (Part 1) Pre-construction - Initial coordination; scheduling; submittal of qualifications, shop drawings, product data, samples and other submittals required; mobilizing; and other preparation for work including temporary facilities and controls.
 - a. Within 14 days of Contract Execution, furnish to Owner Certificate of Workers' Compensation, Insurance Coverage, and Performance and Payment Bonding.
 - b. Within 21 days of Contract Execution, assist the Owner in obtaining and completing necessary permits, registrations, and work application documentation.
 - c. Within 28 days of Contract Execution, obtain and complete all other necessary permits, registrations, and work application documentation required of Contractor to perform the work.
 - d. Comply with Submittal Schedule requirements and related list of first submittals specified in Division 1 Section 01320 "Construction Progress Documentation".
 - 2. Phase 1 (Part 2) – Perform field survey of work area to confirm as-built conditions and in finalizing shop drawings.
 - 3. Phase 2 (Part 3) – Install Decking, Railings, Gates, Wood Cladding on Aerial Walkway, and Wood Cladding on Overlook Shed for Pier A
 - 4. Phase 3 (Part 4) – Install Wood Decking, Wood Cladding, Site Furnishings, Owner-Supplied Site Furnishing, Railings and Gates for Piers B, C, and D
 - 5. Phase 3 (Part 5) – Complete all Contract Work, include remobilization as necessary, and remove all temporary facilities such that the Upland Park is suitable for Substantial Completion and for the purposes of Owner's uninterrupted beneficial use.

Substantial Completion of all Phase 1 Work (Parts 1 and 2) shall be no later than January 31st, 2019.

Substantial Completion of all Phase 2 Work (Part 3) shall be no later than July 1, 2019.

Substantial Completion of all Phase 3 Work (Parts 4 and 5) shall be no later than December 31st, 2019.

1.5 USE OF PREMISES

- A. General: Contractor will not have full use of premises (Project Site) for construction operations during construction period. Contractor's use of premises is limited by Owner's right to perform work, hold public events, or to retain other contractors on portions of Project, and the Owner's right to open portions of the project site to the public for interim park use at any time during the life of the Contract.
- B. Reference additional provisions for Use of Premises in Division 1 Section 01140 "Work Restrictions".

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and the Construction Specifications Institute's (CSI/CSC's) 1995 "MasterFormat" numbering system.
- B. This Article is included to help users of the specifications more readily understand the format, language, implied requirements, and similar conventions of content. None of the following explanations shall be interpreted to modify the substance of the Contract Documents.
1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the "Table of Contents" at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - a. A Section title is not intended to limit meaning or content of the section, or to be fully descriptive of requirements specified therein, and is not an integral part of text.
 2. Section Content Explanations:
 - a. Sections of Division 1 include general requirements for administration of construction, procedures, services, and temporary facilities for the Work of the Project. These Sections may elaborate on General and Supplementary Conditions and General Requirements of other sections that are applicable to specific units of work. Provisions in Sections of Division 2 to Division 16 that are often repeated would be optimally conveyed in a single location of Division 1.
 - b. Sections of Division 2 through Division 16 include specific requirements for units of the Work.
 3. Section Numbering: Used to facilitate cross-references in Contract Documents, sections are placed in the Project Manual in numeric sequence. Numbering sequence however, is not complete, and listing of Sections (such as Index, Table of Contents, or the like) at beginning of Project Manual must be consulted to determine numbers and names of specification sections in the Contract Documents.
 4. Section Page Numbering: Each section is numbered independently in the Project Manual. Section number is shown with page number at bottom of each page to facilitate location of text in Project Manual. END OF SECTION identifies the last page of a Section.
- C. Section Format:
1. Each section of specifications is subdivided into 3 "parts" that are to remain consistent in use throughout the Project Manual for uniformity and convenience. These are "Part 1 – General", "Part 2 – Products", and "Part 3 – Execution". These sub-divisions of a Section do not limit the meaning of and are not intended as an integral portion of text that specifies requirements.
 - a. Part 1 - General: Usually defines the specific administrative and procedural requirements unique to the section and the specified unit of work.
 - b. Part 2 - Products: Describes, generally in some detail, the identification and qualify of items that are required for incorporation into the Project under the Section.
 - c. Part 3 - Execution: Describes, generally in some detail, preparatory actions and how the products are to be incorporated into the Project.

2. Article: An Article is a major subject consisting of related paragraphs within a “Part” of a specification section. Articles are sequentially numbered (example, in Part 2: 2.1, 2.2, 2.3).
 3. Paragraph: A Paragraph is usually one or more sentences, dealing with a particular item or subject, separated from the preceding text. Groups of paragraphs of related information usually constitutes an Article. Paragraphs are sequentially lettered (example: A, B, C) and may include subparagraphs and sub-subparagraphs, etc. (additionally lettered and numbered).
- D. Specification Language and Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall", "shall be", or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION 01100