



Memorandum
Town of Mount Pleasant
Engineering Department

ADDENDUM # 2

TO: Bidders for Commercial Material Removal & Disposal Contract

FROM: David Smyth, P.E.

SUBJECT: **Bid Due Date Change.**

DATE: July 31st, 2026

Attached for your information are revised Information for Bidders Sheet IF-1R2, Bidders Sheet IF-2R1, Bidders Sheet IF-3R1, Proposal Page P-2R2, soil sample table and a special notice regarding the required NYSDEC approved work plan for the project.

There will be no change in the submission of the proposal due date of until 11 a.m. (local time) on Monday, August 31st, 2026.

Please do not hesitate to contact us if you have any questions or comments regarding this addendum.

REQUEST FOR PROPOSAL

COMMERCIAL FILL REMOVAL & DISPOSAL CONTRACT

**CLAY BIRD LANE
BRIARCLIFF MANOR, NY**

MOUNT PLEASANT, NEW YORK

ADDENDUM #2

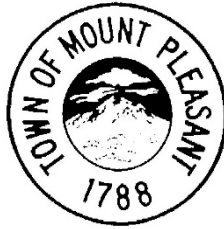


**TOWN OF MOUNT PLEASANT
1 TOWN HALL PLAZA
VALHALLA, NEW YORK 10595**

JULY 2026

**CARL FULGENZI, SUPERVISOR
RICH BENKWITT, SUPERINTENDENT OF HIGHWAYS**

**TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NEW YORK**



**ADDENDUM NO. 2
TO
REQUEST FOR PROPOSAL**

**COMMERCIAL MATERIAL REMOVAL & DISPOSAL CONTRACT
CLAY BIRD LANE BRIARCLIFF MANOR, NY
MOUNT PLEASANT, NEW YORK**

TMP Engineering

**DAVID SMYTH, P.E.
Town Engineer/Superintendent of Water & Sewer
One Town Hall Plaza
Valhalla, New York 10595
Tel No.: 914-742-2301**

July 31, 2026

**TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NEW YORK**

ADDENDUM No. 2

TO

REQUEST FOR PROPOSAL

**COMMERCIAL MATERIAL REMOVAL & DISPOSAL CONTRACT
CLAY BIRD LANE BRIARCLIFF MANOR, NY
MOUNT PLEASANT, NEW YORK**

To all Perspective Bidders on Town of Mount Pleasant, Westchester County, New York, for Town of Mount Pleasant, Commercial Material Removal & Disposal Contract, the following changes are hereby made part of the Proposal Documents, must be attached to the Proposal Documents.

Modifications/Additions to the Proposal Documents:

Special Notice #2

Add new Special Notice #2 Page SN-2 to the Proposal.

Information to Bidders

Refer to Page No. IFB-1R1 of the Proposal. Delete Page No. IFB – 1R1 in its entirety and replace with the attached revised Page No. IFB-1R2.

Refer to Page No. IFB-2 of the Proposal. Delete Page No. IFB – 2 in its entirety and replace with the attached revised Page No. IFB-2R1.

Refer to Page No. IFB-3 of the Proposal. Delete Page No. IFB – 3 in its entirety and replace with the attached revised Page No. IFB-3R1.

Proposal

Refer to Page No. P-2R1 of the Proposal Sheets. Delete Page No. P-2R1 in its entirety and replace with the attached revised Page No. P-2R2.

Additional Soil Sampling Results Table

Add additional soil sampling results table to the Proposal.

END OF ADDENDUM NO. 2

SPECIAL NOTICE #2

Town of Mount Pleasant
New York

PROJECT WORK PLAN:

Contractor shall note that the project work plan that will cover documentary sampling, fluids management, dust control, contaminated soil load-out, material transport, cover system restoration, stormwater management, reporting, tracking, site controls, etc. are required to be approved by the NYSDEC prior to the project commencement. This work plan is being finalized and sent to NYSDEC for their acceptance and approval. The intention is for this approved plan to be provided to the Contractor for the purposes of providing a more accurate estimate to complete the work. Therefore, the bid package due date has been extended to be due at 11:00 AM (local time) on Monday, August 31st, 2026 at the Town Clerk Office.

INFORMATION FOR BIDDERS

Proposals are requested for the removal and disposal of commercial fill located at The Town of Mt. Pleasant's Clay Bird Lane site. Work completed under this contract will be at Clay Bird Lane site in accordance with Plans, Specifications and other Contract Documents prepared by the Town of Mount Pleasant.

WORK INCLUDED: *Use of heavy equipment, transport vehicles and related equipment for the removal and disposal of **up to** approximately **1,500** cubic yards of commercial material with C&D debris to a permitted facility authorized to accept this waste type. The Contractor will be required to install soil and erosion control measures, dust control, containment of area impacts from the operations, complete manifests/tracking documentation as authorized under NYCRR Part 364. Contractor shall also perform final cleanup of the work area.*

WORK HOURS: *Work within the fill area can be between 7:00 AM to 6:00 PM. Truck transporting of material off the site is restricted to 8:30 AM to 4:30 PM.*

FORM: Each Proposal shall be made on a form prepared therefore by the Engineer and included as one of the Contract Documents, and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.

NON-COLLUSIVE BIDDING CERTIFICATION: Bidders shall complete the non-collusive certificate prepared by the Engineer, on pages NC-1 and NC-2, and submit it with their proposal.

DISCREPANCIES: In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

MODIFICATIONS: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

EXAMINATIONS OF CONTRACT DOCUMENTS AND VISIT TO SITE: Before submitting a Proposal, Bidders shall carefully examine the Plans, read the Specifications, and the other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract Documents.

DELIVERY OF PROPOSALS: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the Scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

OPENING: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

AWARD OR REJECTION: The Contract will be awarded to the lowest responsive, responsible Bidder as it relates to cost and time as well as Bidder complying with these instructions and with the Advertisement. The Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner. No Bidder may withdraw his Proposal for a period of 45 days after the date of opening thereof.

TIME OF COMPLETION: Work shall be completed within **30** days from the day receive authorization to commence the project from the Town. **The specific time required to return the soil sampling results required as to determine clear margin has been established on the site, shall extend the date of completion by the time required.**

INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be mailed only by Addendum duly issued, and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

ADDENDA: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

WAGE SCALE: The Contractor shall conform to the "General Prevailing Wage Scale" currently in effect, as prepared by the Federal Government. The prevailing New York State rate of wages and the prevailing practices for supplements shall be the rates and practices that are prevailing at the time the work is performed.

LAWS, ORDINANCES AND REGULATIONS: The Contractor shall abide by all local and State laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

We also wish to point out to you the provisions of Section 4 (b) (4) of the Occupational Safety and Health Act of 1970, as follows: "Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

SALES AND USE TAX EXEMPTIONS: The Owner is exempt from the payment of sales and compensating use taxes of the State of New York and cities and counties on all materials, equipment and supplies sold to the Owner pursuant to this contract.

Also exempt from such taxes are purchases by the Contractor and his Subcontractors of materials, equipment and supplies to be sold to the Owner pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project. These taxes are not to be included in the Bid.

Successful bidder shall notify regional office of the NYSDOT and shall comply with any rules or regulations that may pertain to this project.

SITE STABILIZATION – NON WORKING HOURS: The Contractor shall implement measures to stabilize, cover and/or protect the project area during off-hours to protect the site from stormwater runoff and dust production. The work required to complete these measures are to be included in the bid prices for the project.

Proposal Bid & Goods Amounts

1. The Contractor shall remove the identified commercial excavated material with C&D debris at the site by means & methods consistent with NYSDEC Rules & Regulations from within the area shown on plan.
2. The Contractor submits a bid of \$_____ per ton, _____ dollars & cents for removal all of the material from the site by the time allotted above. The bid price for removal of the material is based on a conservative estimate of up to 1,000 cubic yards at the time of bid. Material volumes above this limit will be negotiated.
3. The Contractor shall limit the number of daily truck trips to **10** per day unless approval is granted by the Town Board. The limiting of truck trips **and the use of larger hauling trucks to meet the completion date is required to be factored** within the bid amount.
4. Contractor is required to complete NYSDEC approved hauling manifests from cradle to grave on the removal and disposal termination point.
5. Contract shall provide their own water source for dust control and removal operations.
6. **The Contractor has identified the following facility whom is able to accept the material to the following NYSDEC Registered Facility:** _____;
Registration No._____. **Facility Contact Person & Number:** _____
_____.

The Contractor is informed of the following:

1. The Contract award will be made to the responsive, responsible bidder submitting the most desirable acceptable bid. The bid prices, goods and services shall be shown above in both numbers and words.
2. The Contractor shall complete all prices, goods and/or services price bid items on the following proposal pages.
3. The Contractor is aware that Clay Bird Lane is an active driveway servicing the Mount Pleasant Sportsman Club, Town Organic Recycling Site and other town site operations. Contractor shall conduct his work to meet the conditions of this active driveway and reflect this potential disruption, if any, within his bid.
4. The Contractor hereby agrees that he shall make no claim on account of the approximate estimate in quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted, except as noted.
5. The Contractor is required to have a minimum of 10 years' experience in the removal of solid waste arterial, have all licenses & permits for such an operation in place and not have pending court action against them for handling of fill material. Contractor acknowledges that not meeting either or these two conditions disqualified them from bidding.
6. A third party shall be inspecting and verifying conditions in relation to the rules, regulations and contract specification are being followed.

Sample Name Sample ID Sampling Date Client Matrix		NYSDEC Part 375 Unrestricted Use Soil Cleanup Objectives 12312025	NYSDEC Part 375 Restricted Use Soil Cleanup Objectives- Residential 12312025	NYSDEC Part 360.13 General Fill Limits	BM_WC_Grab_N 26D0763-22 4/13/2026 4:55:00 PM Soil		BM_WC_Grab_S 26D0763-23 4/13/2026 4:45:00 PM Soil		BM_WC_COMP_N 26D0763-33 4/13/2026 4:50:00 PM Soil		BM_WC_COMP_S 26D0763-34 4/13/2026 4:45:00 PM Soil	
Compound	CAS Number				Result	Q	Result	Q	Result	Q	Result	Q
VOA, 8260 MASTER Dilution Factor		mg/Kg	mg/Kg	mg/Kg	mg/Kg		mg/Kg					
Acetone	67-64-1	0.03	100	0.05	0.00480	U	0.00540	U	NT		NT	
Naphthalene	91-20-3	12	84	12	0.00240	U	0.00270	U	NT		NT	
SVOA, 8270 MASTER Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
Benzo(a)anthracene	56-55-3	1	1	1	NT		NT		0.0738		0.0299	U
Benzo(a)pyrene	50-32-8	1	1	1	NT		NT		0.0570		0.0338	U
Benzo(b)fluoranthene	205-99-2	1	1	1	NT		NT		0.0574		0.0344	U
Benzo(g,h,i)perylene	191-24-2	0.64	1.2	100	NT		NT		0.0523		0.0327	U
Benzo(k)fluoranthene	207-08-9	0.8	1.2	1	NT		NT		0.0488		0.0338	U
Chrysene	218-01-9	1	1.2	1	NT		NT		0.0820		0.0294	U
Fluoranthene	206-44-0	85	100	100	NT		NT		0.128		0.0294	U
Indeno(1,2,3-cd)pyrene	193-39-5	0.5	0.5	0.5	NT		NT		0.0414	J	0.0355	U
Phenanthrene	85-01-8	1.1	1.2	100	NT		NT		0.0589		0.0294	U
Pyrene	129-00-0	64	100	100	NT		NT		0.132		0.0288	U
PEST, 8081 MASTER Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
4,4'-DDD	72-54-8	0.0033	1.2	2.6	NT		NT		0.00193	U	0.00267	D
4,4'-DDE	72-55-9	0.0033	0.78	1.8	NT		NT		0.00324	D	0.00309	DP
alpha-Chlordane	5103-71-9	0.014	0.14	0.91	NT		NT		0.00938	D	0.0144	D
Dieldrin	60-57-1	0.005	0.017	0.039	NT		NT		0.00457	D	0.00409	D
Heptachlor	76-44-8	0.013	0.12	0.38	NT		NT		0.00995	D	0.00797	D
Metals, NYSDEC Part 375 Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
Arsenic	7440-38-2	13	16	16	NT		NT		1		1	
Barium	7440-39-3	410	410	350	NT		NT		3.140		2.980	
Beryllium	7440-41-7	4.4	8.8	14	NT		NT		89		92.400	
Chromium	7440-47-3	~	~	~	NT		NT		0.403		0.398	
Copper	7440-50-8	50	280	270	NT		NT		23.500		23.100	
Lead	7439-92-1	63	400	400	NT		NT		23.900		24	
Manganese	7439-96-5	1,600	2,000	2,000	NT		NT		854		16.500	
Nickel	7440-02-0	30	87	130	NT		NT		407		338	
Zinc	7440-66-6	109	1,300	2,200	NT		NT		18.200		17.600	
									54.10		54	
Mercury by 7473 Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
Mercury	7439-97-6	0.18	0.30	0.73	NT		NT		1		1	
									0.1910		0.1830	
Cyanide, Total Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
									1		1	
Hexavalent Chromium-7196 Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
									1		1	
Trivalent Chromium Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
Chromium, Trivalent	16065-83-1	30	30	36	NT		NT		1		1	
									23.500		23.100	
HERB, 8151 MASTER Dilution Factor		mg/Kg	mg/Kg	mg/Kg								
PCB, 8082 MASTER Dilution Factor		mg/Kg	mg/Kg	mg/Kg					mg/Kg		mg/Kg	
									1		1	
Total Solids Dilution Factor					%		%		%		%	
% Solids	solids	~	~	~	1		1		1		1	
					87.4		91.7		84.5		90.8	