

# **GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION PROJECT**

**Town of Somers, Westchester County, New York  
Inactive Hazardous Waste Site Number 360107**

**JANUARY 2023  
ADDENDUM NUMBER 1  
TO CONTRACT D012663**



**Prepared by:**

**Arcadis of New York, Inc.  
and  
New York State Department of Environmental Conservation  
Division of Environmental Remediation**



**ADDENDUM NUMBER 1  
TO THE JANUARY 2023 CONTRACT DOCUMENTS  
GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION  
TOWN OF SOMERS,  
WESTCHESTER COUNTY, NEW YORK  
Contract No. D012663  
JANUARY 26, 2023**

**TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:**

Your attention is directed to the following changes and additions to the January 2023 Contract Documents for the Granite Pointe Subdivision Remedial Construction. This addendum has been prepared in accordance with the provisions of the Contract Documents. It includes the:

- Minutes of the Pre-Bid Conference,
- Pre-Bid Conference Attendance and Sign-in Sheet (as Attachment A),
- Answers to questions, including those from that conference and other questions received to date (as Attachment B), and
- Changes to the Contract Documents (as Attachment C).

**PRE-BID CONFERENCE MINUTES:**

**PRE-BID CONFERENCE  
HELD ON THURSDAY JANUARY 19, 2023 FOR  
REMEDIAL CONSTRUCTION AT THE  
GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION, SITE NO. 360107  
CONTRACT NO. D012663**

**A. OPENING REMARKS**

The agenda for this mandatory Thursday, January 19, 2023 Pre-Bid Conference is as follows:

Introductions/Tailgate Health and Safety  
Overview of Contract Administrative Requirements  
General Site Information  
Technical Specifications  
Questions & Answers  
Site Walk

## Introductions

### Department:

Jenelle Gaylord, PM  
Kris Keenan, Inspector  
Ben Rung, Section Chief

### Arcadis:

David Hiss, PM  
Eric Lanzarotta  
Dana Mariani

## Tailgate Health and Safety

The attendees were made aware that the site surfaces may be slippery and this condition may be exacerbated by the rainfall during the Pre-Bid Conference and Site Walk. Attendees may encounter other slip and trip hazards and uneven surfaces throughout the site. Biological hazards, such as thorny vegetation, ticks, or poison ivy also could be present on the site. Chemical contamination is also present. Everyone was requested to refrain from entering any adjacent properties during the Site Walk, as access to them has not been obtained.

## B. MANDATORY SIGN-IN

All attendees intending to bid **MUST SIGN** the attendance sheet. Attendance at the Pre-Bid Conference is a condition of bidding.

Attendees of today's Pre-Bid Conference will receive the sign-in sheet and meeting minutes on or about Tuesday, January 24, 2023.

## C. BID ACCEPTANCE AND OPENING

Bids will be accepted until 1:00 PM on Wednesday, February 8, 2023 at which time bids will be opened and read aloud.

Use only the provided envelopes to submit bids. These will be given out to attendees following today's tour and are available by request.

Bids must be accompanied by a check or bid bond for 5% of total bid amount.

D. PROJECT AFFILIATES

1. New York State Department of Environmental Conservation (DEPARTMENT):

Jenelle Gaylord G.I.T. Project Manager and Designated Contract Contact  
Tel: (518) 402-9791, Fax: (518) 402-9819  
Email: [jenelle.gaylord@dec.ny.gov](mailto:jenelle.gaylord@dec.ny.gov)

Kris Keenan, Inspector, Remedial Bureau E, Section A

Jeffrey Dyber, P.E. Section Chief, Remedial Bureau E, Section D

Michael Cruden, P.E., Director, Remedial Bureau E –  
Remedial Construction;

2. Remedial Design/Project Engineer: Arcadis

David Hiss, Engineer Designated Representative  
Tel: (518) 250-7309  
[david.hiss@arcadis.com](mailto:david.hiss@arcadis.com)

E. BID DOCUMENTS AND PROPOSALS

1. The DEPARTMENT has gone to a paperless/electronic bid document procurement process. There is no cost for electronic copies of the contract documents available on NYSDEC web site. Parties interested in stamped, “biddable”, Contract Documents and Drawings should visit the FTP link below.

- Public Site (Non-Biddable): <https://www.dec.ny.gov/chemical/59233.html>
- FTP Site (Biddable): [Index of /fs/programs/der/bid/Granite Pointe Subdivision Remedial Construction \(ny.gov\)](#)

2. Proposals will be accepted only from bidders who attended today’s Pre-Bid Conference held on January 19, 2023 and signed in on the Pre-Bid Conference Attendance Sheet(s) provided by the DEPARTMENT.

All proposals must be made on the official proposal form and enclosed in the bid envelope which were made available at the pre-bid meeting presentation or will be sent out by the DEPARTMENT to the Pre-Bid Attendees that subsequently request an envelope. Each proposal must be accompanied by a deposit or a bid bond in the amount of five-percent (5%) of total bid amount.

3. Contract Documents include technical specifications and drawings.
4. Bidders may receive announcements of future procurement opportunities by signing up for the DEPARTMENT – DER’s electronic mailing list (GovDelivery) at: <https://public.govdelivery.com/accounts/NYSDEC/subscriber/new>. Also refer to advertisement page in contract, Section I of Contract Documents for web address.
5. Bids will be publicly opened and read aloud at 1:00 PM EST on Wednesday, February 8, 2023. In order to be considered responsive, bids must be received prior to this time and date. Telegraphic or other electronically transferred bids are not acceptable.

Potential bidders are welcome to attend the bid opening in person. Those bidders wishing to attend or hand deliver their bid were requested to contact DEPARTMENT Project Manager Jenelle Gaylord ahead of time to facilitate building security protocols. If not pre-registered, building admittance may be delayed or barred.

6. General summary of site conditions and summary of data from previous Investigations is included within Limited Site Data Documents. The Limited Site Data Document is not part of the Contract Documents. It is provided for Contractors’ reference in preparation of bids.
  7. Contract Documents were prepared by the DEPARTMENT and ARCADIS. ARCADIS was contracted to complete the remedial design as project ENGINEER and has assumed responsibilities of ENGINEER to perform construction management and daily oversight/inspection responsibilities during remediation.
- F. Potential bidders should direct their technical questions to Jenelle Gaylord in writing by e-mail at [jenelle.gaylord@dec.ny.gov](mailto:jenelle.gaylord@dec.ny.gov). Written questions will be accepted until January 27, 2023. Responses will not be provided to questions submitted following this date.
- A minimum of three (3) years of experience in the construction of the items bid is required of the CONTRACTOR. Statement of Experience along with past projects, contacts, references, etc., will be required of the Apparent Low Bidder. The DEPARTMENT reserves the right to request additional experience information based upon complexity of project.
- G. Addendum No. 1 will include meeting minutes, Pre-Bid Conference attendance list, significant questions raised and answered (resulting in changes or major clarifications to existing contract documents) resulting from the Pre-Bid Conference, and any significant changes to the January 2023 Contract Documents.

H. Further information about the site can be found at the following locations:

1. DEPARTMENT, Albany: Jenelle Gaylord, (518) 402-9791.
2. DEPARTMENT, InfoLocator: [DECinfo Locator - NYS Dept. of Environmental Conservation](#)

I. Prevailing Wage Rates (Section XIII of contract documents)

1. The DEPARTMENT requires, for the work under this contract, that the CONTRACTOR and it's sub-CONTRACTOR's pay at least the prevailing wage rate and pay or provide the prevailing supplements, including premium rates for overtime pay, as issued by the State Labor Department. The current wage rates are included as Section XIII within the contract documents.
2. CONTRACTOR is responsible to update wage rate schedule during duration of contract. The CONTRACTOR is also required to submit certified payrolls and sub-CONTRACTOR certified payrolls within 30 days after issuance of its first payroll and every thirty days thereafter for review and acceptance by the ENGINEER. Payrolls must be maintained for at least three (3) years from the projects date of completion. Filing of payrolls to the DEPARTMENT is one condition of payment.

J. General Scope of Work: CONTRACTOR shall refer to contract documents for detailed scope of work required.

1. Major remedial activities at the Granite Pointe Subdivision Remedial Construction Site generally include, but are not necessarily limited to, the removal and disposal of soil exceeding unrestricted soil cleanup objectives, stabilization of hazardous lead concentrations in soil, management of construction water, and restoration.
2. The estimated range for this work is between \$8 Million and \$12 Million. CONTRACTORS are required to refer to contract documents for a complete list of work items specified under this contract.

K. Bid Instructions:

1. Bid instructions are summarized in Section III of the Contract Documents.
2. For the bid submission, each bidder needs to submit those documents identified in Contract Section III, Article 5.a, as updated below.
3. Bids must be submitted using the appropriate envelope (provided to potential bidders during meeting) or which will be mailed out to the

pre-bid meeting attendees upon request. Completed bids must be sent using the Department-provided bid envelope addressed to:

Project Name: Granite Pointe Subdivision Remedial Construction  
Site No. 360107  
Contract No.: D012663  
Submittal Open Date and Time: 2/8/23 at 1:00 PM EST  
**Bid Submission - DO NOT OPEN**

Attention: Katherine Calogero  
Bureau of Expenditure Accounting  
NYS Department of Environmental Conservation  
625 Broadway, 10th Floor  
Albany, New York 12233-5027

L. Notice of Apparent Low Bidder: (Section III, Article 5.b)

1. Within a few days after the bid opening, the DEPARTMENT will notify the apparent low bidder via email, and request that the low bidder submit the items included in Section III, Article 5.b to the DEPARTMENT within five (5) calendar days. The remaining bidders will be notified via email that they were not the apparent low bidder.

M. Contract Award: (Section III, Article 5.c)

1. Following the DEPARTMENT and the ENGINEERS review and approval of the apparent low bidder's five-day submittals, a letter of Intent to Award will be issued by the DEPARTMENT to the CONTRACTOR. The low responsible bidder selected will have 14 calendar days to submit items included in Section III, Article 5.c.
2. Once the 14-day submissions are reviewed and approved, the Contract must be routed through the DEPARTMENT, the Office of the Attorney General, and the Office of the State Comptroller. Contract award roughly estimated for this project for early Spring 2023. Time for award is partially dependent on how well CONTRACTOR completes the submittal

process following bid opening.

There will be no approval given during the bidding period or prior to award of the contract for any "or-equal" or substitution equipment, systems, or items. **BID AS SPECIFIED.**

N. Miscellaneous:

1. **The DEPARTMENT is exempt from sales and compensating use taxes for all materials, equipment, and supplies. CONTRACTOR responsible for contacting NYS Department of Taxation and Finance to secure tax exempt status for this project.**
2. As per the contract, **subcontracting is limited to 40 percent on this project.** *(Does not include transportation and disposal).*
3. Insurances - **(MUST BE CURRENTLY NYS LICENSED)**. Include endorsement(s) with policy number(s).
4. Contractor must complete Vendor Responsibility Questionnaire (CCA-2) with proof of registration in the NYS Vendor Rep system, including all proposed subcontractors >\$10,000 contract value.
5. During contract work all documents and data are to be submitted in electronic format to the ENGINEER and DEPARTMENT. The ENGINEER/DEPARTMENT will not approve a final report unless, and until, all documents and data generated in support of that report have been submitted in accordance with the electronic submission protocols.

Information on the format of data submissions can be found at:

<http://www.dec.ny.gov/chemical/62440.html>.

Information on document submissions can be found

at: <http://www.dec.ny.gov/regulations/2586.html>.

O. Contract Time:

1. Effective date of Agreement is date contract executed by New York State Office of the State Comptroller.
  - a. The contract is anticipated to be awarded around May 2023.
  - b. The Work will be Substantially Completed within two hundred and twelve (112) days from the Effective Date of the Agreement plus



twenty (20) calendar days.

- c. The Work will be completed and ready for final payment in accordance with the General Conditions within two hundred and twenty-eight (228) from the Effective Date of the Agreement plus twenty (20) calendar days or within 30 days of substantial completion, whichever is sooner.

P. Past Problems with Bids:

1. Late bids, received after the 1:00 P.M. deadline, will be returned unopened. If delivering in person on day of bid opening, Proposer must contact Jenelle Gaylord in advance to secure access to the building. Electronic bids will not be accepted.
2. Bidders have put conditions on the bid. Conditioned bids will be rejected.
3. The forms provided within the Contract Documents were not used or missing. Alternative bid forms or missing pages will result in bid rejection.
4. Math and/or clerical errors. Incorrect summations may result in bid rejection.
5. Bids sent to incorrect address. Used incorrect envelope. Use only the provided envelopes to submit bids.
6. Bidders have marked up or attempted to change language within bonds and insurance certificates included within contract. Not acceptable and bidder may be considered unresponsive.
7. Insurance certificates/policies/endorsements must be current.
8. Not all required forms submitted/signed. Incomplete/unsigned forms will result in bid rejection.
9. Forms were not filled out in their entirety. Be sure to fill out both spaces for "Words" and numerical bid amounts for each bid item.
10. Bids must be accompanied by a check or bid bond for 5% of total bid amount.
11. Do not send bids to the attention of Jenelle Gaylord, Project Manager/Designated Contact.
12. DEPARTMENT is not responsible for late delivery of overnight express delivery services. If received after 1:00 P.M. EST on the bid date of Wednesday, February 8, 2023 they will be returned to bidder unopened.

Q. M/WBE & EEO Requirements (see Section VII, Appendix B):

1. The selected bidder must make good faith efforts to subcontract at least 30 percent minority and women's business enterprises and 6 percent Service-Disabled Veteran-Owned Businesses (SDVOBs)
2. The selected bidder agrees to make good faith efforts to employ minorities and women for at least 10 percent respectively, for each of the work force hours needed for completion of the project.
3. The NYS Directory of certified M/WBE is available on the internet at: <http://www.empire.state.ny.us>. NYS Department of Economic Development (DED) can also be contacted by phone at (518) 474-1979.
4. The apparent low bidder must send the M/WBE Utilization Plan (518) 402-9252, Bureau of Minority and Women's Business Programs at the DEPARTMENT Albany office. Appropriate phone and fax numbers have been specified within the Contract Documents in Section III. Electronic PDF forms available on the Department web site at <http://www.dec.ny.gov/about/48854.html>.
5. Good faith efforts shall include, but not be limited to:
  - Advertisement for services in the local minority or women-owned business newspapers.
  - Providing adequate time for M/WBE firms to respond to bids.
  - Provisions for realistic time and delivery schedules for bidders.
6. CONTRACTOR will be required to complete M/WBE-EEO quarterly reports outlining their utilization.

R. Questions Regarding Bid Documents:

Technical questions which arise after the question and answer period at the pre-bid meeting are to be directed to Jenelle Gaylord at the DEPARTMENT. Addendum No.2, answers to written questions, are currently anticipated to be electronically issued on or about Wednesday, February 1, 2023 via email. Schedule for release is subject to change. No hard copies will be delivered. **To the extent possible, questions should reference specific contract section and / or drawing to be clarified.**

**Note: E-mail questions will be acceptable. Questions shall not be accepted from CONTRACTORS/Potential Bidders after C.O.B Friday, January 27 2023.**

S. Known Primary Changes to Contract Documents:

At this time, the **February 8, 2023** bid opening date will not be extended.

T. Nuisance Situations

The work zones for this project are on, adjacent to, or in close proximity to residential and NYCDEP property. The Department has zero tolerance for nuisance emissions, including fugitive dust, noise, vibration, turbidity, disruptive lighting or other situations which may give rise to complaints from the community. The project limit of work is adjacent to a NYCDEP reservoir. SWPPPs will be strictly enforced and no excursions of storm water or other construction water into the reservoir, or tributaries thereto, will be tolerated. Enforcement action(s) will be taken against the Contractor for contraventions of the SWPPP and all applicable watershed protective measures.

Whenever Contractor fails to adequately control nuisance situations described above, Contractor shall cease work at Contractor's own cost and implement corrective measures acceptable to the Engineer, including the submission of a written statement to Engineer describing the cause and remedy for the nuisance situation. Further enforcement and penalty will be assessed as necessary.

ADDITIONAL ITEMS:

- Contractor anticipated work hours
  - o Between the hours of 7-5, Department approval needed to work past these hours.
  - o 10-hour days. Department approval needed to work overtime per VIII -7 5.3.1

## **GENERAL SITE INFORMATION AND TECHNICAL SPECIFICATIONS**

Arcadis identified that, in addition to the major items previously identified (excavation, stabilization, transportation and disposal, backfill, restoration), the following are also important requirements to be considered when preparing bids:

- Protect and cooperate with neighbors, including residences, business (daycare), fire department and NYCDEP/drinking water supply,
- Contractor must control traffic into and out of site,
- No authorization to go on neighboring properties or road with historic covenant,
- Protect un-mortared stone wall,
- CAMP at the site perimeter during work,
- Access road currently not contaminated and it will be removed at end of project along with all temporary utilities,
- Soil stockpile to be disposed. Removal of soil one foot below the pile is also required,
- Clearing of the above ground portions of trees measuring greater than three inches in diameter at breast height is to be completed by the Department before mobilization for this Contract. Stumps (extending no more than six inches above ground), small-diameter trees (those less than three inches in diameter at breast height), brush and other vegetation will need to be addressed under this contract,
- There is a contract requirement to wash rocks and stones encountered which are in contact with contaminated soil and are greater than four inches in diameter, or those which cannot be included in the soil treatment process due to their size. These are defined in the specifications as “boulders.”
- Contain and control all water potentially contacting impacted soils or other contaminated media, including stormwater, decontamination water, and groundwater, if encountered. Contractor may contain and treat or contain and dispose offsite at a permitted facility water generated through Contractor’s activities or impounded in excavations. Discharged water must meet SPDES equivalency for onsite discharge, or must meet applicable pretreatment standards if transported to an offsite facility for disposal,
- Contractor must develop and implement SWPPP for all stormwater, including that not addressed through treatment/offsite disposal,
- Contractor responsible for identifying offsite sources of backfill and topsoil that meet the specified requirements, furnishing the materials, and installing them as shown and specified.
- Disposal shall take place at permitted and preapproved facilities only,
- On-road haul vehicles require appropriate permits, and
- Contractor shall prepare a transportation plan including, at a minimum, identification of haul routes to be determined by the contractor and verified as appropriate with authorities having jurisdiction.

Arcadis also noted that the project is to be bid using a series of lump sum and unit price items as identified in Section V of the Project Manual.

## **ATTACHMENTS**

- A Pre-Bid Conference Sign-in Sheet
- B Questions and Answers
- C Contract Changes

## Attachment A – Pre-Bid Conference Sign-in Sheet

**New York State Department of Environmental Conservation**  
**Granite Pointe Subdivision Remedial Construction No. 360107; Contract #D012663**  
**Town of Somers, Westchester County, New York**  
**Pre-Bid Meeting**  
**January 19, 2023 11:00 A.M.**

**Attendance Record**

<b>Name</b>	<b>Company</b>	<b>Primary Phone Contact:</b>	<b>Primary E-mail:</b>
Samir Stankovic	JRCRUIZ	732-675-3387	SStankovic@jrcruz.com
MATT EDWIS	JCARPENTEN INC	518 837 1678	M.EDWIS@JCARPENTENINC.COM
Meet Patel	Giorfia Corp.	914 358 4601	estimating@giorfia.com
VITO BILLOTTA	MONBRAND BROS INC	914-235-4800	VBILLOTTA@MONBRANDBROS.COM
FRED TODD	BRENNAN CONST	845 628 8739	FTODD@BRENNANCONSTRUCTION.COM
Ken Davies	Envirotrac	631-365-4431	KennethD@Envirotrac.com
Brady Bansted	Entect	630 669 0716	BBANSTED@Entect.com
Michael Rose	Envirotrac	631 924 3201	miker@envirotrac.com
Eric Hoban	S&S	585 721 5797	ehoban@Sessler-Env.com
Randy Pallen	Northbrook	914 548-5437	RANDYP@Northbrookcontracting.com

New York State Department of Environmental Conservation  
Granite Pointe Subdivision Remedial Construction No. 360107; Contract #D012663  
Town of Somers, Westchester County, New York  
Pre-Bid Meeting  
January 19, 2023 11:00 A.M.

Attendance Record

Name	Company	Primary Phone Contact:	Primary E-mail:
Frank Villano	LAWS Construction	914-741-2100	fvillano@LAWSCL.COM
Joe Pope	Aventura Construction	631-654-0660	jpope@aventuracorp.com
Mat Deviney	DB Engineers	516-364-9890	mdeviney@db-eng.com
Kyle Trenholm	Coppola Paving & Landscaping	718-325-8815	kyle@coppolacorp.com
William Briggs	ELQ INDUSTRIES	914 906 0023	t.silva@elqindustries.com
MAT WAIZEN	LAND REM.	315-418-6642	MJW@LAND-REMEDIATION.COM
Will Lindheimer	LAND	518-937-0473	wpl@land-remediation.com
Philip Morrissey	LaBella	303-909-0019	Pmorrissey@labellapc.com
Tom Grumichael	LaBella	518-337-7635	TGrumichael@labellapc.com
Eric Jurgens	Arcadis	315-250-7370	eric.jurgens@arcadis.com



**New York State Department of Environmental Conservation**  
**Granite Pointe Subdivision Remedial Construction No. 360107; Contract #D012663**  
**Town of Somers, Westchester County, New York**  
**Pre-Bid Meeting**  
**January 19, 2023 11:00 A.M.**

**Attendance Record**

Name	Company	Primary Phone Contact:	Primary E-mail:
Ross Kitchen	USE / Republic	518-319-7974	Ross.Kitchen@usecology.com
Dave Hiss	Arcadis	518-250-2809	Dave.Hiss@Arcadis.com
Dan Mariani	Arcadis	914 313 9114	*dan.mariani@arcadis.com
Ben Rung	DER	(518) 703 3943	benjamin.rung@dec.ny.gov
Elyse DuBois	DER	(518) 402-0031	Elyse.DuBois@dec.ny.gov
Jason Stocklas	DER	(518) 402-9806	Jason.Stocklas@dec.ny.gov
Alan Wang	DER	518 402-9643	Alan.Wang@dec.ny.gov
KRIS KEENAN	DER	518-225-9151	KRIS@dec.keenan@dec-ny.org
Jenelle Gaylord	DER	518-402-9791	jenelle.gaylord@dec.ny.gov

## Attachment B – Questions and Answers

**ATTACHMENT B**  
**QUESTIONS AND ANSWERS**

**GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION**  
**SITE NO. 360107**  
**CONTRACT NO. D012663**

**QUESTIONS AND ANSWERS**

- Q1. Is the site secured with a construction fence that can be used for this project?
- A1. The existing construction fencing is limited to the entrance gate and short extensions to the north and south of the gate. The contractor shall provide security facilities and services during the work as shown and specified.
- Q2. Can borings be provided to determine groundwater levels?
- A2. Available soil boring logs are included in the Limited Site Specific Data Document. This document is provided for informational purposes only and is not part of the Contract Documents. Bidders may refer to Section IV, Supplemental Bidding Information and Requirements, ARTICLE 5 - Other Available Documents and the DEPARTMENT InfoLocator: [DECinfo Locator - NYS Dept. of Environmental Conservation](#).
- Q3. If we are to discharge treated water to existing pond, Will this pond be able to accept the discharge without flooding over?
- A3. If the Contractor decides to discharge treated water to the existing detention basin (i.e., pond) instead of off-site disposal, it is the contractor's responsibility to discharge treated water at a quantity and rate which matches the capacity of the existing detention basin to receive it and allow infiltration without overflowing.
- Q4. Can the existing Monitoring Well be "sticked" for Groundwater?
- A4. No. Information about site groundwater is available in the Limited Site Specific Data Document and the DEC InfoLocator: [DECinfo Locator - NYS Dept. of Environmental Conservation](#).
- Q5. Any Phasing to Project? The specs indicate 228 days for completion. Does the contractor have use of the entire site, or does the DEC want certain sections done before others?
- A5. Phasing and site use, within the Limits of Work, will be determined by the Contractor to meet their means and methods for performing the work. Contractor's work plan will be reviewed for conformance with Contract Drawings, Specifications, and intent by the Engineer. Acceptance of the Contractor's work plan shall be required prior to the start of work.
- Q6. When will the project tentatively start?
- A6. As stated at the pre-bid conference, the Department anticipates Contract award followed immediately by Notice to Proceed in May 2023. Additionally, be aware, the Department

will hold the Bid Bond of the three lowest Bidders for the duration of the Contract review and approval process.

- Q7. The specifications (PDF pg 527) call for the on site soil to be treated (In a Mixer), prior to disposal. Nowadays this is not done as it is not cost effective and very time consuming. Can't the soil be classified and trucked offsite to a disposal facility? The DEC will receive Bill of Ladings showing the soil's proper disposal.
- A7. Objectives for this project include completing the construction in a manner that is consistent with the Green Remediation Program established by the Department. This includes a number of elements that are preferred for implementation to reduce the environmental footprint, including reducing the potential for impacts due to chemical contamination, optimizing remedial benefits, and minimizing overall energy use. The selected remedy, as shown and specified has been chosen, in part, to achieve these goals. Bid as shown and specified.
- Q8. Please confirm there is no Force Accounts or Allowances on this bid. Specs PDF page #207 allude to a Force Account.
- A8. There are no force accounts or allowances associated with this project. The MURK 2018 forms, which reference force accounts and allowances, are included in Specification 01 26 00 – Contract Modification Procedures to provide an example of the detail, content, format and structure required when documenting costs in a Proposed Change Order.
- Q9. Are there any known utilities within the property? None are shown, yet the GC must protect their Integrity.
- A9. There are no known active utilities within the Limits of Work. If the contractor encounters utilities, or becomes aware of the presence of utilities, they shall immediately inform the ENGINEER and proceed as outlined in Contract Documents.
- Q10. Is the SPDES currently in place?
- A10. No, a SPDES permit equivalency is not currently in place. The SPDES permit equivalency will be obtained by the Department following receipt and approval of the Contractor's work plan submittal for managing site water if the Contractor chooses to discharge into the detention basin. The information in the contractor's work plan will form the basis of and provide the values for the pertinent parameters to be included in the permit equivalency application.
- Q11. Why were the backfill and topsoil sources called out in the description of the project elements?
- A11. It was difficult to acquire materials which achieved the specified requirements from nearby sources during the Granite Pointe Offsite Remedial Construction Project (Site No. C360107A), which occurred approximately five years ago on the adjacent property. The statement was included to make prospective Contractors aware of that situation and to reinforce that the Contractor is solely responsible for finding approvable sources for the backfill and topsoil materials as shown and specified in the Contract Documents.

- Q12. Can materials from onsite be reused for restoration? The access road?
- A12. No. Reuse of materials excavated from the site will not be allowed. To clarify, the existing access road material may be relocated and reused during the work. However, that material is required to be removed to an appropriate offsite location after characterization through sampling and laboratory analyses by the contractor at the end of the project.
- Q13. Does all stockpiled soil get removed from the site?
- A13. Yes. Material from the current stockpile adjacent to the detention pond and future interim stockpiles of excavated soil are all to be removed from the site and properly disposed as part of the work.
- Q14. Does soil have to be mixed and stockpiled?
- A14. Bid as shown and specified. See also the response to question 7.
- Q15. Is there any TCLP data or groundwater data available?
- A15. Yes. TCLP data and groundwater data is available in the Limited Site Specific Data Document and the DEC InfoLocator: [DECinfo Locator - NYS Dept. of Environmental Conservation](#).
- Q16. Will the sign in sheet for the Pre-Bid Conference be distributed?
- A16. Yes, it is included as Attachment A to this Addendum.
- Q17. Will the site be cleared by others prior to the beginning of the work?
- A17. Yes, as described at the Pre-Bid Conference, tree clearing (above ground) will be completed by the Department before the Contractor's mobilization. Stumps, small-diameter trees (less than three inches in diameter at breast height), brush and other vegetation will need to be addressed by the Contractor.
- Q18. Do the stumps which remain following the tree clearing by others require washing?
- A18. As described predominantly in Specification Sections XI 02 51 40 – Excavation, Removal and Handling Contaminated Material, XI 02 51 41 – Off-Site Transportation and Disposal, XI 31 11 00 – Clearing and Grubbing, XI 31 23 05 – Excavation and Fill, and XI 31 32 16.02 – Soil Treatment the stumps from within the Limits of Excavation shall be either:
- Ground to four inches below the bottom of the excavation and disposed offsite with the contaminated soil, or
  - Pulled from the ground and managed as a material consistent with the soils from which the stump came.
- Stumps from the contractor's Staging Area may be disposed offsite or ground and disposed offsite without being managed as a contaminated material. Beneficial reuse is encouraged.

- Q19. (Asked during the Site Walk) What is the survey flagging in the trees indicating?
- A19. The flagging identifies the approximate boundary between the limits of known contaminated soil and the Contractor's Staging Area.
- Q20. Can the Contractor's Staging Area be used for stockpiling soil?
- A20. Yes, it can provided that the stockpiles are constructed as shown and specified, including being placed on a liner and covered. The decision to do so is considered part of the contractor's means and methods and should be included in the work plan submittals.
- Q21. Do the existing monitoring wells, road with the historic covenant, and the trees in the area between this road and the Contractor's Staging Area all have to be protected?
- A21. Yes.
- Q22. Are the existing monitoring wells all stick-up wells?
- A22. Yes, there are no known flush-mounted wells onsite.
- Q23. Are the finished grades after restoration the same as the existing grades?
- A23. No. Bid as shown and specified.
- Q24. What is to be done with the boulders once they are washed?
- A24. They are to be temporarily stockpiled in an uncontaminated area and ultimately placed in windrows or other configurations in locations close to where they were encountered .
- Q25. Is there a quantity available of the boulders that are in contact with the soil and will require washing?
- A25. No. Bid as shown and specified.

## Attachment C – Contract Changes

**ATTACHMENT C**  
**CHANGES TO THE CONTRACT DOCUMENTS**

**GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION**  
**SITE NO. 360107**  
**CONTRACT NO. D012663**

Changes to the Contract Documents are as summarized below. Clean versions of the affected pages of the Contract Documents are included in this Attachment.

**Item 1**

**Section XII-Part 3, Paragraph H shall read as follows:**

**Bid Item UP-5 – Backfill**

1. Payment: Bid Item UP-~~56~~ shall be the bid unit cost per cubic yard to sample in accordance with DER-10 requirements, transport, stockpile, place, compact and test in accordance with the Contract documents backfill as shown and specified. All applicable QA/QC testing shall be included. Provide all labor, materials, equipment, and incidentals necessary to transport, stockpile, place, and compact backfill. Bid Item UP-~~56~~ includes relocation of cleaned rocks stockpiled during excavation and placement in windrows in the approximate location where they originated.
2. Measurement for payment of Bid Item UP-~~56~~ – Backfill, shall be the actual compacted cubic yards as measured by comparison of topographic surveys conducted at the end of excavation and after backfilling has been completed to final grade.

**Item 2**

**Section XII-Part 3, Paragraph I shall read as follows:**

**Bid Item UP-6 – Site Clearing and Grubbing**

1. Payment: Bid Item UP-~~67~~ shall be the bid unit cost per acre to clear, grub, and dispose of trees and vegetation as quantified by actual Survey measurement. Provide all labor, materials, equipment, and incidentals necessary to clear, grub, stockpile, load, transport, and dispose of trees and vegetation.
2. Measurement for payment of Bid Item UP-~~67~~ – Site Clearing and Grubbing shall be the actual number of acres as measured by survey.

**Item 3**

**Section XII-Part 3, Paragraph J shall read as follows:**

**Bid Item UP-7 – Confirmation Samples**

1. Payment: Bid Item UP-~~78~~ shall be the bid unit cost per each confirmation sample collected and analyzed. Provide all labor, materials, equipment, and incidentals necessary to obtain the confirmation samples, package and transport the samples, analyze the sample and report the sample results. The samples will be analyzed for: Lead.



2. Measurement for payment of Bid Item UP-78 – The amount of Confirmation Samples shall be the actual number of samples collected and analyzed.

**Revised versions of the changed pages follow**

- g. creation and management of treated soil stockpiles,
    - h. required testing of treated soil stockpiles necessary for characterization,
    - i. equipment, time, and materials to retreat soil stockpiles failing to meet disposal criteria,
    - j. additional field ordered over excavations, as directed by the Engineer
  - 2. Measurement for payment of Bid Item UP-3 – Excavate, Treat, and Stockpile Soil shall be the actual number of cubic yards as measured by comparison of topographic surveys conducted before beginning excavation and after excavation has been completed.
- G. Bid Item UP-4 – Characterize, Load, Transport, and Dispose of Non-Hazardous Soil
- 1. Payment: Bid Item UP-4 shall be the bid unit cost per ton to characterize, load, transport, and dispose of Non-Hazardous Soil and debris as quantified by actual tonnage measurement. Provide all labor, materials, equipment and incidentals necessary to characterize, load, transport, and dispose of Non-Hazardous Soil and debris.
  - 2. Measurement for payment of Bid Item UP-4 – Characterize, Load, Transport, and Dispose of Non-Hazardous Soil shall be the actual number of tons as measured by weigh tickets from the disposal facility.
- H. Bid Item UP-5 – Backfill
- 1. Payment: Bid Item UP-5 shall be the bid unit cost per cubic yard to sample in accordance with DER-10 requirements, transport, stockpile, place, compact and test in accordance with the Contract documents backfill as shown and specified. All applicable QA/QC testing shall be included. Provide all labor, materials, equipment, and incidentals necessary to transport, stockpile, place, and compact backfill. Bid Item UP-6 includes relocation of cleaned rocks stockpiled during excavation and placement in windrows in the approximate location where they originated.
  - 2. Measurement for payment of Bid Item UP-5 – Backfill, shall be the actual compacted cubic yards as measured by comparison of topographic surveys conducted at the end of excavation and after backfilling has been completed to final grade.
- I. Bid Item UP-6 – Site Clearing and Grubbing
- 1. Payment: Bid Item UP-6 shall be the bid unit cost per acre to clear, grub, and dispose of trees and vegetation as quantified by actual Survey measurement. Provide all labor, materials, equipment, and incidentals necessary to clear, grub, stockpile, load, transport, and dispose of trees and vegetation.
  - 2. Measurement for payment of Bid Item UP-6 – Site Clearing and Grubbing shall be the actual number of acres as measured by survey.

J. Bid Item UP-7 – Confirmation Samples

1. Payment: Bid Item UP-7 shall be the bid unit cost per each confirmation sample collected and analyzed. Provide all labor, materials, equipment, and incidentals necessary to obtain the confirmation samples, package and transport the samples, analyze the sample and report the sample results. The samples will be analyzed for: Lead.
2. Measurement for payment of Bid Item UP-7 – The amount of Confirmation Samples shall be the actual number of samples collected and analyzed.

++ END OF SECTION ++

**Item 4**

**Include the form on the following page as Section V, Article 1(h).**

# **Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: \_\_\_\_\_  
(legal entity)

By: \_\_\_\_\_  
(signature)

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

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

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

## **Item 5**

### **Section III-Article 5(a) – Required Bid Submittals shall read as follows:**

- a) The following items are to accompany Contractor's Bid submitted to Department as required in Article 3. The applicable forms and instructions can be found in Section V – Consolidated Bid Form Acknowledgements, Article 1:
- Form of Bid (completed and endorsed)
  - Bid Bond or Certified Check
  - Offeror Disclosure of Prior Non-Responsibility Determinations (completed and endorsed)
  - Vendor Assurance of No Conflict of Interest or Detrimental Effect (endorsed)
  - In the case of a legally constituted joint venture, the bidders must submit a copy of the written joint venture agreement with their bid. Each member can only be part of one (1) joint venture. The agreement shall clearly define the relationship and services to be performed by each member, identify the authorized representative for each member, designate the lead principal participant, provide proof of insurance, identify percent equity share held by each member, and include any other relevant information.
    - The Bidder must also submit a statement signed by the Bidder's authorized representative acknowledging that such entities will be required to provide evidence of joint and several liability for the Bidder's obligations under the Contract. If the entity is an LLC, a statement signed by the bidder's authorized representative acknowledging that such entities will be required to provide guarantees of the Bidder's obligations under the Contract.
    - If the joint venture has not yet been legally formed, then the Bidder must submit a description of the proposed legal structure and draft copies of the underlying documents, including: a) all significant terms of the joint venture or partnership, including the rules relative to the administration of the joint venture, limited liability company or partnership, including dealing with deadlock situations; b) description of how the joint venture, limited liability company or partnership will operate administratively and technically; and c) a teaming agreement or comparable document setting forth the equity member's agreement to form the organization.
  - Sexual Harassment Prevention Certification (see Article 26 below)

- Certificate Under Executive Order No. 16, Prohibiting State Agencies and Authorities from Contracting Businesses Conducting Business in Russia (see Article 27 below)

## **Item 6**

### **Section III-Article 5(b) – Required Bid Submittals shall read as follows:**

- b) The following items shall be submitted to the Project Manager within five (5) days of notification that the Bidder is the apparent low Bidder. The applicable forms and instructions can be found in Section V – Consolidated Bid Form Acknowledgements, Article 2:

- ~~Sexual Harassment Prevention Certification (see Article 26 below)~~
- ~~Certificate Under Executive Order No. 16, Prohibiting State Agencies and Authorities from Contracting Businesses Conducting Business in Russia (see Article 27 below)~~
- Off-site permitted facility to receive material along with a copy of the facilities permit.
- Plan of Operations (Work Plan) and Progress Schedule, Health and Safety Plan, Sampling Plan, and QA/QC Plan
- Statement of Surety's intent, complete and signed by a duly authorized surety company licensed to do business in the State of New York
- A description of projects completed by Bidder documenting its experience in this type of work, including previous experience (including applicable experience in New York State and evaluations from other clients for whom the bidder has provided goods and/or services); the abilities and experience of the personnel to be assigned to the work and the ability to provide any needed advanced techniques such as modeling; and overall, information which demonstrates the bidder's skill, judgment and business integrity. This should include the Bidder's approach proposed in meeting the requirements of the scope of work and the need to purchase the goods from and/or subcontract performance of services to others, outlining any cost or schedule impacts to the Bidder's overall performance of the Work.
- Completed NYS Vendor Responsibility Questionnaire (CCA-2) or an affidavit of no change (if appropriate). If the forms are filed using OSC's online VendRep System, a letter certifying that the forms have been so completed and submitted must be sent to the Project Manager. In the case of a joint venture, each member will be required to complete and submit a NYS Vendor Responsibility Questionnaire or an affidavit of no change (if appropriate). (Must

be bound separately if submitting a paper copy of the Vendor Responsibility Questionnaire.)

- The Contractor agrees to submit an MWBE Utilization Plan and Work Force Utilization Plan either prior to or at the time of the execution of the contract. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBE's on the Contract Pursuant to the prescribed MWBE goals.
- An Authorizing Resolution stating that a certain individual has the authority to sign the Contract on behalf of the firm.
- Endorsed Executive Order No. 177 Certification (Anti-Discriminatory Policies and Practices)
- Any other information that demonstrates the Bidder's ability to perform the work described herein.
- Low bidders may be asked to submit additional information to demonstrate competency.

**Revised versions of the changed pages follow**



#### ***ARTICLE 4 - Modification or Withdrawal of Bid***

Permission will not be given to modify or explain by letter, telegram, telephone or otherwise, any Bid after it has been deposited with Department except that a Bid may be withdrawn, modified, and resubmitted prior to the date and time for opening the Bids. After such date and time, no Bid may be withdrawn by a Bidder except as provided by law, and provided further that: 1.) the Bidder files a duly signed written notice of a Bid mistake with Department within two (2) business days after the day of the Bid opening, and 2.) within three (3) business days thereafter demonstrates to the reasonable satisfaction of Department that there has been a material and substantial mistake in the preparation of the Bid. If these two conditions are not met, then the bid bond would be forfeited.

Prior to submittal of Bid, a Bidder may alter or correct a unit price, or a lump sum item, which has been entered on the Bid form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink, or typed. All new entries and initials shall be legibly handwritten with ink, or typed. Any ambiguity arising from entries altered or corrected on the Bid Form may be cause for Department's rejection of the Bid as non-responsive.

If the Bid is made by an individual, the business address shall be given. If made by a corporation, the names and business addresses of the president, secretary and treasurer shall be given. If made by a partnership, the names and business addresses of the partners shall be given.

Department reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

All Bids submitted by an individual, a firm or partnership, a corporation or association, which submits more than one Bid for the same Work under the same or different name shall be rejected.

#### ***ARTICLE 5 - Required Bid Submittals***

The following are to be submitted within the time periods indicated. At the option of Department, failure to make or amend a submittal will constitute proof that the Bidder has abandoned all rights and interests in the contract; that the Bid Security is forfeited to Department as liquidated damages; and that the Work may be awarded to another Bidder in a manner consistent with Law.

- a) The following items are to accompany Contractor's Bid submitted to Department as required in Article 3. The applicable forms and instructions can be found in Section V – Consolidated Bid Form Acknowledgements, Article 1:
  - Form of Bid (completed and endorsed)

- Bid Bond or Certified Check
  - Offerer Disclosure of Prior Non-Responsibility Determinations (completed and endorsed)
  - Vendor Assurance of No Conflict of Interest or Detrimental Effect (endorsed)
  - In the case of a legally constituted joint venture, the bidders must submit a copy of the written joint venture agreement with their bid. Each member can only be part of one (1) joint venture. The agreement shall clearly define the relationship and services to be performed by each member, identify the authorized representative for each member, designate the lead principal participant, provide proof of insurance, identify percent equity share held by each member, and include any other relevant information.
    - The Bidder must also submit a statement signed by the Bidder's authorized representative acknowledging that such entities will be required to provide evidence of joint and several liability for the Bidder's obligations under the Contract. If the entity is an LLC, a statement signed by the bidder's authorized representative acknowledging that such entities will be required to provide guarantees of the Bidder's obligations under the Contract.
    - If the joint venture has not yet been legally formed, then the Bidder must submit a description of the proposed legal structure and draft copies of the underlying documents, including: a) all significant terms of the joint venture or partnership, including the rules relative to the administration of the joint venture, limited liability company or partnership, including dealing with deadlock situations; b) description of how the joint venture, limited liability company or partnership will operate administratively and technically; and c) a teaming agreement or comparable document setting forth the equity member's agreement to form the organization
  - Sexual Harassment Prevention Certification (see Article 26 below)
  - Certificate Under Executive Order No. 16, Prohibiting State Agencies and Authorities from Contracting Businesses Conducting Business in Russia (see Article 27 below)
- b) The following items shall be submitted to the Project Manager within five (5) days of notification that the Bidder is the apparent low Bidder. The applicable forms and instructions can be found in Section V – Consolidated Bid Form Acknowledgements, Article 2:
- Off-site permitted facility to receive material along with a copy of the facilities permit

**Item 7**

**Section X-Specification 01 32 33 – Aerial and Ground Photographic and Video**

**Documentation shall be replaced in its entirety by the specification on the following pages.**

SECTION 01 32 33  
AERIAL AND GROUND PHOTOGRAPHIC AND VIDEO DOCUMENTATION

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Scope:
  - 1. Furnish Unmanned Aircraft Systems (UAS), also known as a Drone, aerial imagery (photographic and video documentation, as required) and ground photographic documentation (still photographs only) for the following phases of construction:
    - a. Pre-construction – prior to mobilization to Site, prior to land disturbance.
    - b. Construction progress – frequency, as specified herein, including but not limited to, at Substantial Completion and at Final Completion.
    - c. Final – following final demobilization.
- B. Ground camera equipment specifications including camera resolution requirements and photograph submission requirements.
- C. Drone aerial imagery equipment specifications including camera resolution requirements and aerial photograph and video submission requirements.

1.2 REFERENCES

- A. DEC Policy CP-71 / Acquisition and Use of Unmanned Aircraft, March 29, 2021.
- B. Low Altitude Authorization and Notification Capability (LAANC).
- C. Federal Aviation Administration (FAA) rules and regulations.
- D. Title 14 of Code of Federal Regulations (CFR) Part 107 – Small Unmanned Aircraft Systems.
- E. EPA IT/IM Directive Policy – Unmanned Aircraft Systems (UAS) Policy, July 7, 2005.
- F. National Wildfire Coordinating Group (NWCG) Aviation Mishap Response Guide and Checklist.

1.3 QUALITY ASSURANCE

- A. CONTRACTOR personnel, or their Subcontractor, operating Unmanned Aircraft Systems (UAS or drone) shall be licensed in accordance with all applicable rules and regulations, including FAA and 14 CFR Part 107 requirements.
- B. Personnel shall include the remote pilot in command (PIC), the visual observer (if one is used/required), and the person operating the flight controls of the UAS (if different from the PIC).

- C. Personnel must maintain a visual line of sight (VLOS) to the aircraft operation throughout the entire flight with vision that is unaided by any device other than corrective lenses. The VLOS is established in order to:
1. Know the UAS location;
  2. Monitor the UAS attitude, altitude, and direction of flight;
  3. Observe the airspace for other air traffic or hazards; and
  4. Ensure that the UAS does not endanger the life or property of another.
- D. When a visual observer is used during the UAS operation, all of the following requirements must be met:
1. The remote PIC, the person operating the flight controls of the UAS, and the visual observer must maintain effective communication with each other at all times.
  2. The remote PIC must ensure that the visual observer is able to see the UAS in the manner specified in paragraph (C) of this section.
  3. The remote PIC, the person operating the flight controls of the UAS, and the visual observer must coordinate to do the following:
    - a. Scan the airspace where the UAS is operating for any potential collision hazard; and
    - b. Maintain awareness of the position of the UAS through direct visual observation.
- E. CONTRACTOR shall be responsible for documenting all activity at the Site in accordance with the following schedules:
1. Ground photography shall be used to document the project activity and work progress on a frequency of twice per week (minimum), at the project milestones specified herein, and as directed by the DEPARTMENT or ENGINEER.
    - a. Ground camera requirements:
      - (1) Minimum of 10 megapixel still camera capability.
      - (2) Full color photographs.
      - (3) Ground camera aspect ratio shall be 4:3.
      - (4) Ground camera settings shall be set according to site conditions, light conditions, and the subject being photographed.
      - (5) All ground photograph files shall be JPG format, unless otherwise requested by DEPARTMENT or ENGINEER.
  2. Drone aerial imagery shall be used to document the project activity and work progress on a frequency of twice per month (minimum), at the milestones specified herein, and as directed by the DEPARTMENT or ENGINEER.

- a. UAS-mounted camera requirements:
  - (1) Minimum of 10 megapixel still camera.
  - (2) Drone camera settings shall be set according to site conditions, light conditions, and the subject being photographed.
  - (3) Minimum of 1080p, 60 frames per second video camera.
  - (4) All video files shall be MP4 or MOV formats, and all still photographs shall be JPG format unless otherwise requested by DEPARTMENT or ENGINEER.
- F. CONTRACTOR shall be responsible to provide UAS equipment and accessories of appropriate capabilities (multiple battery packs, memory capacity, etc.) to perform the work and meet the requirements specified.
- G. Photographic images and video shall be suitably staged and set up ("framed"), focused, and shall have adequate lighting to illuminate the Work and conditions that are the subject of the photograph.
- H. Photographic images and video that are not well framed, focused, or do not have adequate lighting, at the discretion of the ENGINEER, shall be repeated by CONTRACTOR at no additional cost.

#### 1.4 SUBMITTALS

- A. Licenses and Certifications. Submit the following:
  - 1. Remote Pilot Certificate (shall be current) from the FAA for all drone pilots proposed for the project, or for the certified Pilot in Command (PIC) overseeing the operation.
  - 2. Insurance: must maintain Commercial Drone Liability Insurance with a minimum of \$1,000,000 liability limit. Submit insurance certificate(s) demonstrating the proper current insurance limits and listing additional insured(s) according to the requirements of the Contract Documents.
- B. Pre-Flight Submittals. Submit the following prior to each flight:
  - 1. Documentation of authorization for each flight plan (as needed) through LAANC.
- C. Pre-Flight Submittals required by CP-71:
  - 1. CONTRACTOR shall complete the DEPARTMENT's Unmanned Aircraft System (UAS) Mission Planning Form and submit to the DEPARTMENT or ENGINEER.
  - 2. CONTRACTOR shall allow for a DEPARTMENT review period of thirty (30) days and shall expect a response (approval or modifications required) in writing.
  - 3. CONTRACTOR shall not proceed with any UAS work without written authorization from the DEPARTMENT.

D. Informational Submittals. Submit the following:

1. Pre-construction Photographic and Video Documentation: Submit acceptable pre-construction photographic and video documentation (digital files) prior to mobilizing to and disturbing the Site. Submit pre-construction photographic and video documentation not later than submittal of the first Application for Payment, unless other schedule for pre-construction photographic and video documentation as accepted by ENGINEER.
2. Construction Progress Photographic and Video Documentation: Submit acceptable construction progress photographic and video documentation (digital files) not less-often than monthly, unless otherwise agreed to by ENGINEER.
3. Qualifications Statements:
  - a. Work shall be performed by a photographer and drone pilot meeting the requirements of this Specification and applicable regulations. The photographer and drone pilot shall be proficient in the type of work specified in this section. The CONTRACTOR shall provide individual(s) demonstrating the requisite proficiencies, to the satisfaction of the ENGINEER.

E. Closeout Submittals. Submit the following:

1. Final Photographic and Video Documentation: Submit acceptable photographic and video documentation prior to requesting the inspection by ENGINEER for Substantial Completion and Final Completion.
2. Photographic and Video Documentation shall be considered part of the Record Documentation. Photographic and Video Documentation shall not replace or supplant As-Built Drawings or other documentation required by Contract Documents.

F. CONTRACTOR shall host and maintain for the benefit of the ENGINEER and DEPARTMENT a secured, password enabled/encrypted sharepoint site or dropbox site for the secure transfer of electronic files.

PART 2. PRODUCTS

NOT USED.

PART 3. EXECUTION

3.1 DOCUMENTATION - GENERAL

- A. The documentation specifications in this Part shall be used as default requirements in the absence of an alternate plan submitted by CONTRACTOR, and reviewed and approved by ENGINEER and/or DEPARTMENT.
- B. All photography, video and drone flights shall be performed only by DEPARTMENT-approved professionals.

C. Digital Files of Videos and Photographs:

1. For each photograph, furnish high-quality digital image in “JPG” file format compatible with Microsoft Windows 10 and higher operating systems.
2. Image resolution shall be sufficient for clear, high-resolution prints. Minimum resolution shall be 10 megapixels.
3. For each video, furnish high-quality (minimum of 1080p, 60 frames per second) digital video file in MP4 or MOV file format, unless otherwise requested by DEPARTMENT or ENGINEER.
4. Do not imprint date and time in the images, unless specifically directed by DEPARTMENT or ENGINEER.
5. Electronic image filename shall describe the image; do not submit files with filenames automatically created by a digital camera. For example, an acceptable electronic filename would be, “Project Name Preconstruction 01.05.2022 Photo 1.jpg”, or “Project Name Postconstruction 01.05.2022 Video 1.MP4”.
6. Electronic folder names shall include the project, the date, etc. Do not include folders automatically created by a digital camera. For example, an acceptable folder name would be: “Project Name – Photos 04.06.2022”, or “Project Name – Videos 04.06.2022”.
7. Form of Digital Video and Photograph Submittals
  - a. CONTRACTOR shall host and maintain a secured, password enabled/encrypted sharepoint site or dropbox site for the secure transfer of electronic files.
  - b. Hardcopy photographs shall not be required unless specifically requested by DEPARTMENT or ENGINEER.
  - c. Include in the sharepoint or dropbox site a file index and appropriately labeled and dated folders for each file transfer containing photographic and video documentation. File index shall list each folder, list the files in each folder by filename, and for each file:
    - (1) Date(s) photographs were taken.
    - (2) Name of Owner.
    - (3) Name of the Site.
    - (4) Project name.
    - (5) Photographer name and address.
    - (6) Drone pilot name and address (as applicable).

3.2 PRE-CONSTRUCTION PHOTOGRAPHIC AND VIDEO DOCUMENTATION

A. Ground Photography



1. Obtain and submit pre-construction photographic documentation to record Site conditions prior to construction. Photographs shall document all locations and areas of all work of the Contract, including all areas which will be disturbed by the work.
2. Pre-construction photographs are not part of the required number of construction progress photographs specified in Article 3.3 of this Section.
3. Furnish ground-based pre-construction video of all locations and areas of work of the Contract, including indoor and outdoor work areas, staging areas and all areas which will be disturbed by the work.
4. If disagreement arises on the condition of the Site and insufficient pre-construction photographic documentation was submitted prior to the disagreement, CONTRACTOR shall restore the conditions in question as directed by ENGINEER and to satisfaction of the DEPARTMENT.

**B. Drone Aerial Imagery and Video**

1. Take pre-construction aerial photographs at the same time that pre-construction ground photography is performed. The following aerial photographs shall be taken during the pre-construction aerial photography event, unless otherwise directed by ENGINEER or DEPARTMENT:
  - a. Eight (8) photographs from altitude of 400 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph;
  - b. Four (4) photographs from altitude of 400 feet, straight down covering each work area/quadrant of the Site;
  - c. Eight (8) photographs from altitude of between 100 and 150 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W, and NW with horizon visible in each photograph; and
  - d. Four (4) roof-height photographs (if structures are present), from center of property/Site, viewing N, E, S, and W. If structures are not present, altitude shall be 50 feet.
2. Take pre-construction video of the Site from an altitude of 100 feet, unless otherwise directed by ENGINEER or DEPARTMENT. Video shall be performed in a slow orbit of the Site covering all proposed work areas, including all areas which will be disturbed by the work.
3. Regulate the speed of the UAS during the flight to provide clear video. Video files that are not well framed or focused, resulting from the speed of the UAS, at the discretion of the ENGINEER, shall be repeated by CONTRACTOR at no additional cost.
4. When possible, aerial based video should be captured using autonomous flight controls to provide smooth and precise footage.

### 3.3 CONSTRUCTION PROGRESS PHOTOGRAPHIC AND VIDEO DOCUMENTATION

#### A. Ground Photography

1. Progress Photographs:
  - a. Approved photographer shall take photographs at the Site not less often than twice per week.
  - b. Take not less than 10 photographs each time photographer is at the Site.
2. Obtain and submit photographic documentation of each area of work as directed by ENGINEER at the time photographic documentation is taken.
3. Take progress, ground-based video, when directed by ENGINEER or DEPARTMENT. Ground-based video shall be conducted in accordance with Article 3.2.A.3.
4. Photographic documentation, documenting adequate completion of the work to the satisfaction of the ENGINEER, shall be required for Substantial Completion and for Final Completion.

#### B. Drone Aerial Imagery and Video

1. Progress Photographs:
  - a. Take photographs not less often than bi-weekly or twice per month, or as directed by ENGINEER or DEPARTMENT. The following photographs shall be taken during each aerial photography event, unless otherwise directed by ENGINEER or DEPARTMENT:
    - (1) Eight (8) photographs from altitude of 400 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph;
    - (2) Four (4) photographs from altitude of 400 feet, straight down covering each work area/quadrant of the Site;
    - (3) Eight (8) photographs from altitude of between 100 and 150 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph; and
    - (4) Four (4) roof-height photographs (if structures are present), from center of Site, viewing N, E, S, and W. If structures are not present, altitude shall be 50 feet.
2. Progress Video:
  - a. Take video of the Site, as directed by DEPARTMENT or ENGINEER, at a minimum of two (2) occasions, not including Pre-Construction and Final Documentation events.

- b. Video shall be taken from altitude of 100 feet – slow orbit of the Site covering all active work areas, unless otherwise directed by ENGINEER or DEPARTMENT.
- c. Regulate the speed of the UAS during the flight to provide clear video. Video files that are not well framed or focused, resulting from the speed of the UAS, at the discretion of the ENGINEER, shall be repeated by CONTRACTOR at no additional cost.
- d. When possible, aerial based video should be captured using autonomous flight controls to provide smooth and precise footage.

### 3.4 FINAL PHOTOGRAPHIC AND VIDEO DOCUMENTATION

#### A. Final Ground Photographs:

- 1. Take photographs at time and day acceptable to ENGINEER and following completion of all construction and demobilization. Work documented in final (record) photographs shall be generally complete, including all features of completed work and restored areas, as directed by the ENGINEER and DEPARTMENT.

#### B. Final Drone Aerial Imagery and Video

- 1. Take final aerial photographs at the same time that final ground photography is performed. The following aerial photographs shall be taken during the final aerial photography event, unless otherwise directed by ENGINEER or DEPARTMENT:
  - a. Eight (8) photographs from altitude of 400 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW, with horizon visible in each photograph;
  - b. Four (4) photographs from altitude of 400 feet, straight down covering each work area/quadrant of the Site;
  - c. Eight (8) photographs from altitude of between 100 and 150 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph; and
  - d. Four (4) roof-height photographs (if structures are present), from center of Site, viewing N, E, S, and W. If structures are not present, altitude shall be 50 feet.
- 2. Take final video of the Site from an altitude of 100 feet, or as approved by DEPARTMENT or ENGINEER. Video shall be performed in a slow orbit of the Site covering all final and restored work areas.

### 3.5 MISHAP REPORTING

- A. The CONTRACTOR shall immediately notify the Department when an “Aircraft Incident” or mishap occurs, including:
  - 1. Any missing aircraft.

2. Any collision.
  3. Injury to any person or any loss of consciousness.
  4. Damage to any property other than the UAS.
- B. The CONTRACTOR shall support the DEPARTMENT and other agencies with subsequent investigations into the cause of the mishap and with the implementation of corrective actions that are required by CONTRACTOR as a result of the mishap.

## **Item 8**

**Section VIII-Article 4, Paragraph 4.2.12 shall be replaced with a new paragraph as follows:**

~~4.2.12 Umbrella and Excess Liability: When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.~~

4.2.12 Unmanned Aircraft Systems ("UAS") Liability: UAS Liability will be required whenever the contracted work includes operation of an Unmanned Aircraft System (UAS), also known as a Drone. The Contractor and/or its subcontractor shall provide an Aviation Liability Insurance policy covering the liability of the operator for bodily injury, property damage, and Personal injury arising from all operation in the amount of \$1,000,000.00 per Occurrence.

**The former Section VIII-Article 4, Paragraph 4.2.12 shall be renamed to become Section VIII-Article 4, Paragraph 4.2.13 and shall read as follows:**

4.2.13 Umbrella and Excess Liability: When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

**Revised version of the changed page follows**

coverage any omissions and supervisory acts of the Department, its officers, agents, and employees.

The State of New York and the NYS Department of Environmental Conservation, Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233-7012 shall be the Named Insured in the OCP Policy, which shall be promptly furnished to the Department. OCP policy limits shall be no less than \$1 Million (Each Occurrence) / \$2 Million (General Aggregate).

**4.2.10 Railroad Protective Liability: Not Required.**

**4.2.11 Marine Protection & Indemnity: Not Required.**

**4.2.12 Unmanned Aircraft Systems (“UAS”) Liability:** UAS Liability will be required whenever the contracted work includes operation of an Unmanned Aircraft System (UAS), also known as a Drone. The Contractor and/or its subcontractor shall provide an Aviation Liability Insurance policy covering the liability of the operator for bodily injury, property damage, and Personal injury arising from all operation in the amount of \$1,000,000.00 per Occurrence.

**4.2.13 Umbrella and Excess Liability:** When the limits of the CGL, Auto, and/or Employers’ Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

***ARTICLE 5 - Contractor’s Responsibilities***

***Supervision and Superintendence:***

5.1 Contractor shall supervise and direct the Work required by the contract competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible for the means, methods, techniques, sequences and procedures of construction; except that Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work conforms with the Contract Documents.

5.2 Contractor shall keep on the Site of the Work at all times during its progress, a competent and reliable resident superintendent, who shall not be replaced without written approval of Department. The superintendent will be Contractor’s representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

5.2.1 Department may require immediate replacement of the superintendent upon written notice for cause.

- 5.2.2 The superintendent and similar authorized representatives of any Subcontractors as requested by Department or Engineer shall attend all meetings pertaining to the Work.
- 5.2.3 Whenever the superintendent is not present for performance of a particular part of the Work and Engineer is not able to give to Contractor, through the superintendent, information relative to an interpretation of the Contract Documents, or relative to disapproval or rejection of materials or the performance of such work, Engineer may so inform the worker in charge of such Work. Information so given shall be binding as if given to superintendent.
- 5.2.4 Contractor shall issue all communications to Department through Engineer except as provided by Contract Documents. All written correspondence to Engineer shall be copied to Department.

***Labor, Working Hours, Materials and Equipment:***

- 5.3 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall, at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workers must have sufficient skill, experience and Health and Safety training required to perform properly the work assigned them. All workers engaged on special or skilled work shall have had sufficient experience in such work to perform properly and satisfactorily including operation of any equipment involved. Any person employed by Contractor or Subcontractor whom the Engineer or Department may determine incompetent or unfit to perform the work shall be at once discharged or reassigned and not again be employed on Work in connection with this Contract. The Contractor may request review by Department regarding the discharge of such employee(s). Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during normal working hours as defined in paragraph 5.3.1 below, and Contractor shall not permit overtime Work or the performance of Work during hours other than normal Working hours without: a) prior written notice to Engineer; b) Department's written consent; and c) written approval from the New York State Department of Labor as required by law.
- 5.3.1 Normal working hours shall be defined as a normal working schedule which a) does not exceed eight hours per working day, occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning no earlier than 7:00 a.m. and ending at no later than 5:00 p.m.; and b) does not exceed 40 hours per week, excluding overtime Work, Work on Saturdays, Sundays, and Federal- or New York State-observed holidays. Work during other than normal working hours may be scheduled by Contractor by first obtaining written permission from Department and as provided in Section 5.3. Department shall be entitled to recover

extra costs incurred in providing inspection related to Work done during other than normal working hours in accordance with paragraph 5.3.5 below.

- 5.3.2 If Contractor, for convenience, voluntarily chooses to schedule Work during hours other than normal working hours at no increase in Contract Price, Contractor shall submit details of such proposed schedule with the interim Progress Schedule described in paragraph 1.6 of the General Conditions. Any Progress Schedule calling for Work outside of normal working hours shall be reviewed for acceptance by Engineer and Department and must be in accordance with the requirements of the New York State Labor Law and Articles 1.6 and 5.3 of the General Conditions.
- 5.3.3 If at any time subsequent to the submission and approval of the Progress Schedule pursuant to the General Conditions and the Standard Specifications, an event or delay not meeting the requirements for extensions in Contract Time set forth in Articles 9, 10 and 11 of the General Conditions occurs, and requires Contractor to schedule Work during hours other than normal working hours for Contractor's convenience and at no increase in Contract Price, Contractor shall submit, at least ten (10) working days in advance of the acceleration period, a proposed revised accelerated schedule for review by Engineer and Department. If Department accepts the revised accelerated Progress Schedule, Department will so notify Contractor in writing.
- 5.3.4 If the accelerated Progress Schedule pursuant to paragraph 5.3.2 or 5.3.3 is accepted by Department, Contractor shall reimburse Department for all extra costs incurred in providing inspection during hours other than normal working hours in accordance with paragraph 5.3.5 below. Acceptance by Department of the accelerated Progress Schedule shall not justify an increase in Contract Price; any increase in Contractor's cost to perform the Work, or any part thereof, whether or not affected by Contractor's initiated acceleration proposal, shall remain the responsibility of Contractor.
- 5.3.5 Contractor shall reimburse Department for the extra costs incurred in providing inspection during hours other than normal working hours when Department considers that the additional hours are due to Contractor's inefficiencies or delays. Reimbursement may include but may not be limited to costs for Engineer, Resident Project Representatives, administrative expenses and other related costs. Reimbursement for Engineer's charges shall be in amounts equal to Engineer's charges to Department for inspection during hours other than normal working hours under the terms of Engineer's agreement with Department. In the event Contractor fails to pay such costs within 30 days after receipt of an invoice from Department, a Change Order or Proposed Change Order may be issued incorporating the unpaid amounts, and Department shall be entitled to an appropriate decrease in Contract Price.
- 5.3.6 Department may direct Contractor to accelerate if the progress of Work indicates Contractor may not be able to complete the contract within the contract terms. Contractor shall be responsible for all increased costs due to the acceleration.



**Item 9**

**The USEPA Identification Number for the site is NYR000216556.**

**Paragraph 1.5.E.1 of Section XI-Specification 02 51 41 – Offsite Transportation and Disposal shall be revised to read as follows:**

1. The facility must have a RCRA Permit or RCRA Interim Status for RCRA wastes. The EPA ID number for the site is [NYR000216556](#).

**Item 10**

**The USEPA Identification Number for the site is NYR000216556.**

**Paragraph 3.3.A of Section XI-Specification 02 51 41 – Offsite Transportation and Disposal shall be revised to read as follows:**

1. Complete all required manifest forms and bill of lading forms for the DEPARTMENT for proper transportation and disposal of all materials. The EPA ID number for the site is:  
[NYR000216556](#).

**Section XI-Specification 02 51 41 – Offsite Transportation and Disposal shall be replaced in its entirety by the specification on the following pages.**

## SECTION 02 51 41

### OFF-SITE TRANSPORTATION AND DISPOSAL

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This section includes procedures to transport and dispose all items specified for off-site disposal.
- B. CONTRACTOR generated hazardous waste shall be confined to contamination reduction or exclusion zones until transported off-site for proper disposal.
- C. Remedial work which generates hazardous waste from inactive hazardous waste disposal sites (defined at 27-1301 of the Environmental Conservation Law) are not subject to the special assessment "tax" because of the exemption found at 27-0923 (3) (c) of the Environmental Conservation Law. The CONTRACTOR remains responsible for paying any local and county taxes which might be applicable to the disposal of wastes from the remedial work.

##### 1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only:
  - 1. Code of Federal Regulations (CFR).
    - a. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
    - b. 49 CFR 172 Tables, Hazardous Material Communication Requirements, and Emergency Response Information Requirements.
  - 2. Codes, Rules, and Regulations of the State of New York (NYCRR):
    - a. 6 NYCRR Part 364 Waste Transportation Permits.
    - b. 6 NYCRR Part 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters, and Facilities.

##### 1.3 SUBMITTALS

- A. Transportation Plan:
  - 1. Submit six copies of a detailed Transportation Plan as part of the Remedial Action Work Plan in accordance with Section 01 33 00, Submittal Procedures.
  - 2. The Transportation Plan must be approved before materials are transported off site.
- B. Records:
  - 1. Written acceptance of waste profile from TSDF.
  - 2. Hazardous Waste Manifests.

3. Decontamination Certificates.
4. Submit written confirmation from TSDF of acceptance of waste.
5. Profile sampling results.
6. Manifests after permanent disposal.
7. Certificates of disposal for non-hazardous waste.
8. Signed bills of lading for salvaged or recycled materials.
9. An updated waste tracking summary shall be provided on a monthly basis with the CONTRACTOR's application of payment.

#### 1.4 PERMITS AND REGULATIONS

- A. Comply with all municipal, county, state, and federal regulations regarding transportation of hazardous and non-hazardous materials. These include:
  1. Trucks used for transportation of material for disposal off site shall be permitted pursuant to 6 NYCRR Part 364.
  2. Vehicle operator possession of a commercial driver's license with hazardous materials endorsement (if applicable).
  3. Registration of vehicle as a hazardous waste carrier (if applicable).
  4. Utilization of shipping papers or hazardous waste manifest (40 CFR 262 and 6 NYCRR Part 372).
  5. Proper marking and placarding of vehicles in accordance with 49 CFR.
  6. Placement of emergency response procedures and emergency telephone numbers in vehicle, and operator familiarity with emergency response procedures.
  7. Compliance with load, height, and weight regulations.

#### 1.5 DISPOSAL FACILITIES

- A. Facilities must have valid Federal/State permits appropriate for each type of waste and/or waste disposal facility. Permits shall remain valid during the entire project period.
- B. Facilities must be in good legal standing with no significant violations, corrective actions, or other environmental conditions that could affect satisfactory operation.
- C. The disposal facility must comply with policies adopted by the DEPARTMENT with respect to off-site disposal of waste.
- D. Prior to shipment of hazardous wastes off the site, the CONTRACTOR shall confirm by written communication from the designated TSDF that it is authorized, has the capacity, and will provide or assure that the ultimate disposal method is followed for the particular hazardous waste on the manifest.
- E. RCRA Wastes:
  1. The facility must have an RCRA Permit or RCRA Interim Status for RCRA wastes. The EPA ID number for the site is: NYR000216556.
  2. The facility must not have any significant RCRA violations or other environmental conditions that could affect its satisfactory operation:

- a. Significant violations include Class 1 RCRA violations as defined in EPA's RCRA Enforcement Response Policy dated December 1984, including but not limited to groundwater, closure, post closure, and financial violations.
  - b. Other environmental conditions include those conditions affecting the satisfactory operation of the facility and violations of state and/or federal laws other than RCRA.
  - c. Under limited circumstances, EPA Administrator may allow disposal of hazardous substances at a RCRA facility having significant RCRA violations or other environmental conditions affecting satisfactory operation, providing that the facility owner or operator has entered into a consent order or decree to correct the problems, and disposal only occurs within the facility at a new or existing unit that is in compliance with RCRA requirements.
3. Landfill disposal must be in a unit meeting applicable RCRA minimum technical requirements:
- a. Current RCRA minimum technical requirements for land disposal include the use of a double liner system.
  - b. Under limited circumstances (low waste toxicity, mobility, and persistence), EPA may approve the use of a single-lined land disposal unit for RCRA wastes where use of such a unit adequately protects public health and the environment.

F. TSCA Wastes:

- 1. The facility must have a current TSCA permit.
- 2. The facility must not have any significant violations, corrective actions, or other environmental conditions that could affect its satisfactory operation.

## PART 2 PRODUCTS

### 2.1 MATERIALS AND EQUIPMENT

- A. Equipment supplied shall be in good repair and good working condition.
- B. Haul trucks that have visible oil or hydraulic fluid leaks will not be allowed on site.
- C. Clean up oil or hydraulic fluid spills.

### 2.2 TRANSPORTATION

- A. Submit a Transportation Plan as part of the Remedial Action Work Plan which includes:
  - 1. Type, condition, and average daily number of vehicles to be used.
  - 2. Travel routes and time restrictions.
  - 3. Decontamination methods for vehicles, equipment, and containers.
  - 4. Emergency response plan.
  - 5. A list of all shippers and their federal and state transporter ID numbers.

6. A list of proposed disposal facilities including name, address, telephone number, contact name, and Federal/state permit numbers.

### PART 3 - EXECUTION

#### 3.1 VEHICLE LOADING AND DECONTAMINATION

##### A. General:

1. The CONTRACTOR shall provide all equipment, personnel, and facilities necessary to load waste materials in accordance with the regulatory requirements listed herein, and in accordance with the regulations of those states through which the CONTRACTOR plans to transport materials.
2. Vehicle operators shall be trained in conformance with federal and state regulations for waste haulers (hazardous, special, and non-hazardous).
3. All vehicles hauling waste materials from the exclusion zone shall be decontaminated in the contamination reduction zone prior to leaving the site.
4. A written decontamination certification shall be provided to the ENGINEER for each shipment stating that:
  - a. No soil from the exclusion zone or the contamination reduction zone adheres to the vehicle (including tires and undercarriage).
  - b. The vehicles are not leaking materials or dripping liquids in any amount.
  - c. Any waste materials, debris, and contaminated materials are covered with a tarpaulin, or are otherwise completely enclosed so as not to cause or permit discharge from the vehicle during transport.

#### 3.2 MEASUREMENT

- A. Upon entering and leaving the site, the transport vehicle shall be weighed on a certified scale under the ENGINEER'S supervision to determine the amount of material being removed from the site.
- B. A printed ticket with the time, date, and net weight of material being transported for disposal shall be obtained. A copy of this ticket shall be given directly to the ENGINEER as it is produced.
- C. Measured gross weight of the vehicle or calculated net weight of material outside the certified capacity of the scale will not be accepted by the ENGINEER and the CONTRACTOR shall not be reimbursed for the associated costs of material disposal above the certified capacity of scale.
- D. The CONTRACTOR shall off-load materials above the certified capacity of scale on site at no additional cost to the DEPARTMENT.

#### 3.3 MANIFESTING

- A. Complete all required manifest forms and bill of lading forms for the DEPARTMENT for proper transportation and disposal of all materials. The

EPA ID number for the site is: NYR000216556.

- B. Comply with 40 CFR 262 in completion and submittal of the Hazardous Waste Manifests. The Hazardous Waste Manifests for the transportation and disposal of waste removed from the site shall include all information in accordance with 49 CFR 172.101.
- C. Notify the ENGINEER in writing a minimum of two weeks prior to the date(s) the manifests are ready to be signed.
- D. The ENGINEER will sign the special waste or hazardous waste manifest for the DEPARTMENT, which is the generator.
- E. Place on the manifest all information and data required by both the waste generator and transporter. The CONTRACTOR'S hazardous waste specialist shall accompany each prepared manifest with written certification that the manifest has been filled out in compliance with accordance with all EPA, DOT, and state regulations.
- F. Provide the ENGINEER with two fully executed copies of each shipment manifested prior to shipping wastes off site.
- G. The CONTRACTOR is responsible for proper distribution of manifests and bills of lading.

#### 3.4 TRANSPORTATION

- A. Prior to shipment of hazardous wastes off the project area, the CONTRACTOR shall confirm by written communication from the designated transporter(s) that they are authorized to deliver the manifested waste to the designated TSDF or SWMF.
- B. The CONTRACTOR shall be responsible for obtaining permits and authorizations necessary to use the selected shipping routes. Comply with restrictions imposed by local governmental agencies regarding use of the routes.
- C. Materials shall be transported only at the times and by the routes indicated in the approved Transportation Plan, unless written permission is received from the ENGINEER to do otherwise.

#### 3.5 SAMPLING

- A. Perform all sampling and analyses required by the disposal facility at no additional cost to the DEPARTMENT.
- B. Provide copies of the results to the ENGINEER.

### 3.6 REPORTING

#### A. Manifests:

1. After the waste has been permanently disposed of, the Hazardous Waste Manifests shall be completed in accordance with 6 NYCRR Part 372 and submitted by the CONTRACTOR to the ENGINEER with a copy to be forwarded to the DEPARTMENT.
2. In accordance with 40 CFR 262.42, generator shall contact the transporter and TSD facility to determine the status of the HTW if the manifest is not returned to the generator within 35 days of the date waste was accepted by the initial transporter.
3. The generator shall file an exception report with EPA and NYSDEC if he has not received a completed copy of the manifest from the designated TSD facility with 45 days of the date the waste was accepted by the original transporter.
4. The CONTRACTOR shall be responsible for providing the generator with the information needed to complete the exception report.

#### B. Certificates of Disposal:

1. Provide Certificates of Disposal for all wastes shipped off site.
2. The Certificates of Disposal shall be submitted to the ENGINEER within 180 days of the shipment of wastes off site.

#### C. Bill of Lading:

1. Items and materials that have been recycled or salvaged shall only require a signed bill of lading or receipt of materials and quantity received.

+ + END OF SECTION + +

## **Item 11**

**The first bulleted item of Section IV Article 5 – Other Available Documents shall be revised to read as follows:**

- Arcadis of New York, Inc., 202~~2~~3. Remedial Design Investigation Summary Report  
Prepared for New York State Department of Environmental Conservation. ~~June 2022~~ January  
2023.

**Revised version of the changed page follows**



For work to be deemed satisfactory, the work must have been performed with required oversight from a certified state, local or other municipal entity directing the work. The bidder cannot meet the minimum experience requirements through the use of subcontractor(s).

#### ***ARTICLE 5 - Other Available Documents***

The following items are available upon request for contractor's review in preparing the Bid:

- Arcadis of New York, Inc., 2023. Remedial Design Investigation Summary Report Prepared for New York State Department of Environmental Conservation. January 2023.
- Groundwater & Environmental Services, Inc. (GES), 2010. Proposed Granite Pointe Subdivision Westchester, New York, Remedial Action Work Plan. January 2010
- Groundwater & Environmental Services, Inc. (GES), 2009. Proposed Granite Pointe Subdivision Westchester, New York, Pre-Design Delineation Study. June 2009

#### ***ARTICLE 6 - Subcontracting***

The maximum subcontracting allowed for this contract is forty percent (40%) unless a higher percentage is approved by Department in writing.

#### ***ARTICLE 7 - Type of Schedule***

Contractor shall provide a Critical Path Method (CPM) type of schedule as described in Section X, Spec 01 32 16 - Progress Schedule.

#### ***ARTICLE 8 - Wage Rates***

The Department requires, for the work under this contract, that the Contractor and its subcontractor pay at least the prevailing wage rate and pay or provide the prevailing supplements, including premium rates for overtime pay, as issued by the State Labor Department. The current wage rates are included within the contract documents, Section XIII – Wage Rates and Associated Contract Requirements.

The Contractor is responsible for any additional costs related to new determinations of the wage rates. The annual determination of the prevailing rates of wages and supplements are usually published on May 31<sup>st</sup> of each year and are in effect July 1<sup>st</sup> through June 30<sup>th</sup>. New determinations will supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1<sup>st</sup>, regardless of whether the new determination has been received by the Contractor.

Every contractor and subcontractor shall submit to the Engineer within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury, as provided by

+ END OF ADDENDUM +