

# GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION PROJECT

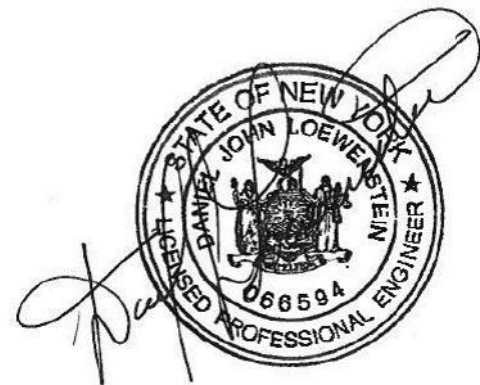
Town of Somers, Westchester County, New York  
Inactive Hazardous Waste Site Number 360107

## FEBRUARY 2023 ADDENDUM NUMBER 2 TO CONTRACT D012663



Prepared by:

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



**ADDENDUM NUMBER 2  
TO THE JANUARY 2023 CONTRACT DOCUMENTS  
GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION  
TOWN OF SOMERS,  
WESTCHESTER COUNTY, NEW YORK  
Contract No. D012663  
FEBRUARY 6, 2023**

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

**NOTE THE FOLLOWING CHANGE TO THE BID DATE:**

**The first paragraph of Section 1 – Advertisement and Notice to Bidders shall be changed to reflect a change to the bid due date. Bids are now due at 1:00 EST on Wednesday February 15, 2023. That paragraph shall be revised to read as follows:**

**Sealed bids for the GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION project will be received by the New York State Department of Environmental Conservation (NYSDEC), Division of Management and Budget Services, Bureau of Expenditures [625 Broadway, 10<sup>th</sup> Floor, Albany, New York, 12233-5027], until the time of 1:00 PM, Eastern Standard Time, on the date of Wednesday, February 15, 2023. The bids will be opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids will not be accepted.**

**This change is reflected in this Addendum 2 in:**

- **The response to Question 40 in Attachment A,**
- **Item 1 of Attachment B, and**
- **In the revised version of the Advertisement page, which is included immediately following Item 1 of Attachment B.**

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:

- Answers to questions received to date (as Attachment A),
- Changes to the Contract Documents (as Attachment B), and
- Arcadis Electronic File Release Agreement (as Attachment C)

**ATTACHMENT A**  
**QUESTIONS AND ANSWERS**

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

**WRITTEN QUESTIONS RECEIVED THROUGH THE CLOSE OF BUSINESS**  
**01/27/2023 AND CORRESPONDING ANSWERS**

- Q1 Section 32-92-00 Lawns and Meadows  
3.2 Preparation D 1,2,& 3 requires the contractor to perform percolation tests to a maximum depth of 24 inches every 10,000 sqft.  
o The site excavation depth is 2' or less on average. Are the percolation tests required as part of this project?
- A1 The requirements for the Contractor to perform percolation tests will be waived. Refer to the revised version of the pages for Section XI Specification 32 92 00 – Lawns and Meadows in Attachment B.
- Q2 Section 32-92-00 Lawns and Meadows  
1.4 Quality Assurance A 1, 2, 3 & 4 requires a landscape supervisor with a horticulture or landscape certification to be on-site during preparation and installation.  
1.4 Quality Assurance A 3 requires that the ratio of laborers to supervisor not exceed 12 laborers to one supervisor.  
o If section 3.5 Hydroseeding is used for the application of the seeds, do the requirements listed above still need to be met?
- A2 No. These provisions will be waived if hydroseeding is used for the application of the seeds.
- Q3 Section 32-92-00 Lawns and Meadows  
3.3 Fine Grading C calls for the placement of not less than 6-inches of topsoil.  
o Contract Drawing C-07 Excavation Restoration detail is calling out a 4-inch thickness of topsoil.  
o What is the required topsoil thickness?
- A3 The required topsoil thickness is 4 inches. Refer to the revised version of the pages for Section XI Specification 32 92 00 – Lawns and Meadows in Attachment B.
- Q4 Contract Drawing C-05 Site Restoration Plan  
o Please explain what area is to receive lawns and what area is to receive meadow vegetation.
- A4 Section XI Specification 32 92 00 – Lawns and Meadows, Paragraph 2.0 specifies the seed mix for Meadow Grass Seed, which shall be used for the site restoration.
- Q5 Section 01 51 05 Temporary Utilities and Controls 1.2 Requirements for Temporary Utilities and Temporary Facilities A. Electrical 1 provide continuous power.  
o Is there an existing electrical service in place to the existing meter Board?

- A5 At the completion of the NYSDEC Site #C360107A, Contract # D009825, the installed electrical utility service was abandoned by the contractor. The condition of the existing meter board, electrical conductors, utility service connection, etc. has not been verified. Reuse of existing utilities shall adhere to Section X Specification 01 51 05 – Temporary Utilities and Controls.
- Q6 Part-1 General 1.2 Requirements for Temporary Utilities and Temporary Facilities H, 1 D Laundry Area
- Does this project require the contractor to provide a laundry service, or can a disposal coverall be used?
- A6 Refer to the revised version of the pages for Section X Specification 01 51 05 - Temporary Utilities and Controls, in Attachment B.
- Q7 Section 31 32 16.02 Soil Treatment
- Was a treatability study conducted on the soils for stabilization?
- A7 No.
- Q8 1.9 Equipment B Mixing Equipment 1 and 3 require a metered application of the reagent and calibration of the water to reagent ratio.
- That information is generally related to blending in a pug mill.
  - The department system that the mixing process would be up to the contractors means and methods.
  - Will this level of detail be required by the department, or will a simpler volume approach be acceptable for the blending?
- A8 Per Section XI Specification 31 32 16.02 – Soil Treatment, Paragraph 1.4.A, the Contractor is responsible for submitting a Work Plan describing their selected means and methods for soil mixing and treatment. The Department does not require nor recommend use of a pug mill for mixing.
- Q9 Section 31 23 05.10 3.4 Dewatering B temporary Dewatering System 1 contractor to provide pumps that will keep the excavation 2-ft below the bottom of the excavation at all times.
- During the site visit I was directed to the Limited Site Data report for the groundwater elevations, but no definitive groundwater elevations were found in the report.
  - Can the groundwater elevation for the site be supplied to the contractor?
  - Has the GW recharge rate been calculated for the site?
- A9 Data regarding groundwater elevations at the site are included on Table 12 of the Remedial Design Investigation Summary Report (Arcadis, January 2023), one of the documents referenced in Section IV Article 5-Other Available Documents. A groundwater recharge rate has not been calculated for the site.
- Q10 Section 02 51 41 Excavation, Removal and Handling of Contaminated Material 3.2 Demolition and Excavation A 4 Temporary barricades shall be installed for all excavations greater than 2-ft in depth.
- Will the temporary barricades be required on excavations less than 4-ft?

- Will sloping or benching of excavation sidewalls be allowed if the surrounding area will allow the room for it?
- A10 Refer to the Requirements of Section XI Specification 02 52 40 - Excavation, Removal and Handling of Contaminated Material, Paragraph 1.4.C.1 for when barricades are required. Sloping and benching are allowable, refer to the detail on Drawing C-06, Payment Limit – For Excavation and Backfilled Soils.
- Q11 Section 01 41 27 Earthmoving Permit and Dust Control 1.1 A 2 Contractor to obtain an earthmoving permit.
- Is the department or local municipality requiring an earthmoving permit?
- A11 A specific earthmoving permit is not required by the Department nor the local municipality. However, the Contractor’s proposed means and methods of earthmoving must be outlined in the work plan submittal to the NYSDEC and Engineer.
- Q12 Has physical lead shot been detected in any previous investigations, or during the previous work implemented at DEC Site #C360107A, Contract # D009825?
- A12 Physical lead shot has not been visually noted and documented in previous investigations or during the previous work. Available information related to the remedial construction of Contract # D009825 is included in the Final Engineering Report (FER) for that contract. That FER and other information regarding that site may be accessed via the following link: <https://www.dec.ny.gov/data/DecDocs/C360107A/>
- Q13 Section 02 51 41 - Is the site soil as it currently sits considered a classified waste?
- A13 A description of the soil waste characterization is provided in Section XI Specification 02 51 40 - Offsite Transportation and Disposal, Paragraph 1.3.C.1. Some soil samples collected from the site and analyzed have indicated concentrations of site contaminants of concern in excess of hazardous limits.
- Q14 Section 02 51 41 - What classification will the treated soil be considered?
- A14 The performance requirements for the treated soil, including the “classification” of it, are provided in Section XI Specification 31 32 16.2 – Soil Treatment, Paragraph 1.6.C.
- Q15 Section 02 51 41 - Will a “contained in determination” be required?
- A15 No, a “contained in determination” is not anticipated to be necessary at this time.
- Q16 What disposal facility or TSDF did the soil excavated during the previous work implemented at DEC Site #C360107A, Contract # D009825 be transported to?
- A16 Available information regarding the offsite disposal of soil related to Contract # D009825 may be accessed in the FER for the remedial construction of that site using the following link: <https://www.dec.ny.gov/data/DecDocs/C360107A/>
- Q17 What were the surface water discharge parameters established during the previous work implemented at DEC Site #C360107A, Contract # D009825?
- A17 The surface water discharge parameters for discharges to the onsite basin during the implementation of Contract # D009825 may be found in the FER for the offsite

remediation contract which may be accessed via the following link:

<https://www.dec.ny.gov/data/DecDocs/C360107A/>

- Q18 What facility was the common fill, select fill, and topsoil sourced from during the previous work implemented at DEC Site #C360107A, Contract # D009825?
- A18 The requested soil material sources related to Contract # D009825 may be accessed in the FER for the remedial construction at that site using the following link:  
<https://www.dec.ny.gov/data/DecDocs/C360107A/>
- Q19 Question 11 of Addenda #1 refers to the source of imported materials obtained for the previous project performed at Granite Point (C360107A). What section of this contract is that information provided (Section, Part, Subpart)?
- A19 Refer to Answer 11 in Addendum 1. The previous primary source for backfill is no longer available. The Contractor is responsible for providing suitable import materials that conform to the requirements in the Contract Documents. Available information related to Contract # D009825 may be accessed in the FER for the remedial construction of that site using the following link: <https://www.dec.ny.gov/data/DecDocs/C360107A/>
- Q20 Section 02 51 41 - What are the landfill requirements for the treated non-hazardous soil? Does the receiving facility need to be RCRA permitted, and contain single or double liner? Is a Non-hazardous Subtitle D landfill required?
- A20 Refer to Section XI Specification 02 51 41 – Offsite Transportation and Disposal for disposal facilities requirements.
- Q21 Section 31 05 19 – Is a separation demarcation geotextile to be laid atop the entire excavated surface, beneath the proposed fill? The excavation and fill details do not appear to show any geotextile installed.
- A21 No. Refer to the Drawing C-07 – Excavation Area Restoration detail and Drawing C-07 – General Site Restoration detail for restoration requirements.
- Q22 What authorities have jurisdiction over stormwater discharges during construction referenced in 01 41 26?
- A22 The Contractor shall submit a work plan including its required stormwater management approach and other related information as specified. The contractor shall assist the NYSDEC and the Engineer to prepare and implement a SWPPP and, potentially obtain a SPDES equivalency from the NYSDEC’s Division of Water.
- Q23 What authorities have jurisdiction over earthmoving permit referenced in Section 01 41 27?
- A23 Refer to A11 in this Addendum.
- Q24 What are the anticipated samples applicable to section 01 45 29.23-1?
- A24 Section XI Specification - 01 45 29.23 - Testing Laboratory Services Furnished by Owner has been deleted in its entirety. The Contractor’s requirements for assisting the Department or the Engineer with their own Quality Assurance or Quality Control Testing

during the work of the Contract shall be addressed, if necessary, during the work. Refer to Attachment B for this revision to the Contract.

- Q25 Soil Treatment 31 32 16.02 CONTRACTOR shall collect four physical CQA samples (4 total) for TCLP testing in accordance with EPA SW-846? Please indicate when and where these samples are to be collected?
- A25 In accordance with Section XI Specification 31 32 16.02 – Soil Treatment, CQA samples are collected from each soil stockpile. Refer to the revised version of the pages for Section XI Specification 31 32 16.02 – Soil Treatment in Attachment B.
- Q26 Water Treatment 44 00 05 - What are the anticipated standards established through the acquisition of a SPDES Permit (equivalency) from the NYSDEC Division of Water for discharge to the onsite storm water basin following treatment? What is the effluent criteria?
- A26 Refer to Section XI Specification 44 00 05 - Water Treatment, Paragraph 1.2.D. for information regarding the establishment of discharge standards during development of the SPDES permit equivalency. The minimum effluent criteria for discharges to the onsite basin for the previous project performed at Granite Point (C360107A) on the offsite parcel are contained in the FER for that project which is available at the following link: <https://www.dec.ny.gov/data/DecDocs/C360107A/>
- Those minimum standards, provided as an example, are not necessarily the requirements that shall be established by the NYSDEC Division of Water for the discharge permit equivalency for this project.
- Q27 Please Clarify - From Section XII Part 3 A) 1)a.12. Handling and proper disposal of Contractor generated waste as further defined in Section 01 35 43.13, Environmental Procedures for Hazardous Materials.
- A27 For Contractor generated waste(s) which are determined to be subject to the requirements of Section X Specification 01 35 43.13 – Environmental Procedures for Hazardous Materials the Contractor shall comply with the requirements of that Section. Otherwise, they are subject to applicable regulations for management and disposal for wastes of their character and type.
- Q28 Please Clarify - From Section XII Part 3)F)1.J States “additional field order over excavations as directed by the Engineer.” How much over excavation should be anticipated. Wouldn’t over excavation as directed by the engineer be billed at the unit rate?
- A28 Contractor shall prepare their bid for the unit price item which includes excavation (UP-3) based on the quantities provided in Section V. Determination and mechanism for payment will be made in accordance with Section VIII General Conditions of the Contract Article 11.2 – Unit Price Work.
- Q29 The specifications state that trees will be removed by others prior to the contractor entering the site. Please confirm what responsibility the contractor will have in terms of tree / stump removal.

- A29 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.
- Q30 Please advise as to when the project is expected to commence.
- A30 Refer to the Pre-Bid Meeting Minutes and answers to questions in Addendum 1 for the expected start date.
- Q31 Does the Dept. plan to pay for the removal, characterization, transportation and disposal of incidental remedial waste (in excavation area haul roads, water treatment waste, treatment pad base and cushion/ drainage material and the like) using Item UP-4 and UP-3?
- A31 Materials imported to the site by the Contractor to support their construction means and methods shall be removed and properly disposed at the end of the project at the Contractor's expense. Existing materials on site (e.g., the existing access roadway) that become contaminated through implementation of the Contractors means and methods shall be disposed of by the Contractor at no additional cost to the NYSDEC.
- Q32 It was stated during the bid walk that there is an existing stone wall in the excavation area not shown on the drawings that will need to be removed, stockpiled, washed and either used in backfill or disposed offsite as clean. To ensure that all bidders are pricing uniform scope, what volume should be assumed for the stone wall?
- A32 Prospective bidders were provided access to the site during the Pre-Bid Site Walk to view the site, its features, and make estimations. No additional information will be provided.
- Q33 Can the Dept. confirm that temporary security fence encircling the site is not a requirement?
- A33 Refer to the Contract Drawings for the location(s) of required site utilities and construction support features.
- Q34 What is the definable scope needing to be completed to reach substantial completion per the contract, e.g., "backfill completed" or "all impacted material removed"?
- A34 Refer to Section X Specification 01 77 19 – Closeout Requirements, Paragraph 1.2, for information related to Substantial Completion.
- Q35 Spec 02-51-40 1.4.E states "*As an odor abatement measure, cover, at the end of each work day all areas of organic or odorous material which were exposed during excavation with a minimum 6-in and a maximum 24-inch deep layer of clean fill.*" If these areas are encountered and fail confirmation sampling, does the Dept. plan to use the contract unit price items to pay for the excavation, treatment and disposal of this extra cover material?
- A35 If circumstances are encountered which require odor control, measures for implementation will be discussed amongst the Contractor, Engineer and Department and a determination of the best approach for addressing the specific issue will be made.



- Q36 The same passage also dictates that the originally excavated materials be removed immediately and not stockpiled but also be characterized per the specifications. Knowing that there will be at least a 2-day minimum TAT for lead TCLP, how does the Dept. propose contractors handle this?
- A36 The material shall be stockpiled on site. This material may be included in the Contractor's soil treatment process. Refer to the revised version of the page for Section XI Specification 02 51 50 – Excavation, Removal and Handling of Contaminated Material in Attachment B.
- Q37 UP-7 Confirmation Sample M&P states “*contractors will 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 for lead*”; Spec 31-23-05 11-3.5 G.2- *Coordination of Confirmation Sampling*- States that contractors are to coordinate and maintain excavations to allow for the **engineer** to collect confirmation samples. Is the engineer or the contractor collecting, analyzing and reporting the confirmation sample results?
- A37 The Contractor shall collect and analyze confirmation samples as shown and specified. The Engineer, on behalf of the Department, may require simultaneous collection of supplemental, split or duplicate confirmation samples. The Contractor shall assist the engineer with the collection of such supplemental, split or duplicate confirmation samples. Analysis of the supplemental, split or duplicate samples is not the responsibility of the Contractor.
- Q38 Can it be assumed that water, sewer and telephone lines for the engineer's trailer specified in 01-52-11 are carry overs and not required for this short of a contract performance period?
- A38 No. Bid as shown and specified. However, temporary portable toilets and bottled water may be used to address sanitary service and potable water supply. pot
- Q39 If the contractor is intended to manage confirmation sampling in-line with the measurement and payment section, please provide a specification similar to other NYSDEC projects dictating approved analytical methods, sampling location requirements, collection frequency (per sf? Lineal sidewall footage?), reporting methodology etc.
- A39 The Contractor shall conduct confirmation sampling at no less than the minimum spacing and frequency as included in DER 10. At a minimum, samples shall be analyzed per Section XI Specification 31 23 05 – Excavation and Fill, Paragraph 1.4.B.
- Q40 In order to attain accurate and complete subcontractor and vendor quotes, could a 1-week extension be granted?
- A40 A one-week extension of the bid due date will be granted. Bids are now due at 1:00 PM EST on Wednesday February 15, 2023.
- Q41 *Section 44-00-05- Water Treatment 1.1,A.3, b-* states contractors shall provide “*Treatment system, consisting of equalization tank(s), mechanical separators (i.e., hydrocyclones), sediment filters, organically modified clay filters or oil water separator,*

*air strippers (if VOC loading warrants need), liquid and/or vapor phase granular activated carbon (GAC) canisters, and storage tanks for equalizing treated effluent prior to discharge.*” But then states the system component and design is the responsibility of the contractor. Are all bidders to include the components listed in their pricing or is the treatment system design/ component choice actually at the discretion of bidders as a performance specification?

A41 Design and component choice for onsite water treatment system is at the discretion of the Contractor, but they must attain the applicable standards and the SPDES discharge permit equivalency requirements prior to discharge.

Q42 Are contractors or the Dept.’s engineer providing monthly water treatment reporting?

A42 The Contractor shall acquire the information for this reporting, complete the reports, and submit this reporting to the Department or the Engineer.

Q43 Could the ROD, FS and any other design documents developed leading up to the implementation phase be provided to bidders?

A43 The initial site investigatory phase and the development of the base concepts for the selected remedy were developed under the Brownfields Cleanup Program (BCP). Salient documents prepared under the BCP and the report summarizing the results of subsequent remedial design investigations are included as referenced documents and may be accessed via the following links: <https://www.dec.ny.gov/data/DecDocs/C360107/> and <https://www.dec.ny.gov/data/DecDocs/360107/>

Q44 Disposal facilities that will be receiving the treated waste will not have a 4” size limit. Stumps are specified as being managed consistent with the soils from which they came and also specified as not having to be washed. With these parameters, are bidders to assume stumps will be sized to the chosen disposal facilities requirements, included in the soils to be treated and then shipped with the waste?

A44 That may be one acceptable stump disposal management alternative. The Contractor shall determine its preferred approach for managing the stumps.

Q45 Knowing stumps won’t be 4” and in the waste, what is the reason for setting the quite small diameter of 4” for the “boulder” designation as not being able to be treated?

A45 The intent of the specification is to segregate boulders from the material being transported and disposed of offsite. Boulders shall be decontaminated and left on site.

Q46 Could CAD drawings be provided?

A46 Yes, Contractors may obtain the CAD files for the design drawings. for reference. In order to obtain the CAD files, please fill out the Arcadis Electronic File Release Agreement included in this Addendum 2 as Attachment C, email it to Jenelle Gaylord ([jenelle.gaylord@dec.ny.gov](mailto:jenelle.gaylord@dec.ny.gov)) AND David Hiss ([David.Hiss@Arcadis.com](mailto:David.Hiss@Arcadis.com)), and you will be provided access to the files.

**ATTACHMENT B**  
**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. Revised version of the page of the Contract Documents is included in this Attachment.

**Item 1**

**The first paragraph of Section 1 – Advertisement and Notice to Bidders shall be changed to reflect a change to the bid due date. Bids are now due at 1:00 EST on Wednesday February 15, 2023. That paragraph shall be revised to read as follows:**

Sealed bids for the GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION project will be received by the New York State Department of Environmental Conservation (NYSDEC), Division of Management and Budget Services, Bureau of Expenditures [625 Broadway, 10<sup>th</sup> Floor, Albany, New York, 12233-5027], until the time of 1:00 PM, Eastern Standard Time, on the date of Wednesday, February 8~~15~~, 2023. The bids will be opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids will not be accepted.

**Revised version of the page follows**

## SECTION I

### ***Advertisement and Notice to Bidders***

#### **New York State Department of Environmental Conservation Division of Environmental Remediation**

Project Name: GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION  
Site No. 360107

Sealed bids for the GRANITE POINTE SUBDIVISION REMEDIAL CONSTRUCTION project will be received by the New York State Department of Environmental Conservation (NYSDEC), Division of Management and Budget Services, Bureau of Expenditures [625 Broadway, 10<sup>th</sup> Floor, Albany, New York, 12233-5027], until the time of 1:00 PM, Eastern Standard Time, on the date of Wednesday, February 15, 2023. The bids will be opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids will not be accepted.

The project involves the implementation of remedial activities at the GRANITE POINTE SUBDIVISION site, located near 144 TOMAHAWK STREET, TOWN OF SOMERS, WESTCHESTER COUNTY, NEW YORK. These activities include, but are not necessarily limited to, the following:

1. Site clearing and grubbing.
2. Excavation, treatment to non-hazardous characterization, soil characterization, transport, and offsite disposal of contaminated soil.
3. Confirmatory sampling and backfill of excavations.
4. Construction phase water management.
5. Site restoration.

The estimated range for this work is: \$8,000,000 - \$12,000,000.

**Contract Documents are available in electronic format at no charge.** Electronic copies of non-biddable Contract Document drawings, specifications, proposal forms, addenda, and a separate Limited Site Data Document may be downloaded from the Department website <http://www.dec.ny.gov/chemical/59233.html>. Hard copies (fees apply) and/or FTP link to biddable Contract Documents are available upon request from the Division of Environmental Remediation, 12th Floor, 625 Broadway, Albany, New York, 12233-7017, Attn: Jenelle Gaylord at (518) 402-9791 or [Jenelle.gaylord@dec.ny.gov](mailto:Jenelle.gaylord@dec.ny.gov).

Proposals will be accepted only from bidders who attend the Pre-Bid Conference. All proposals must be made on the official proposal form(s) and enclosed in the envelope which will be provided by the Department at the Pre-Bid Conference. Each proposal must be accompanied by a deposit or a bid bond in the amount of five percent (5%) of

Proposer's bid amount. All Bidders must attend the Pre-Bid Conference to receive special requirements and/or instruction for the Contract. The Pre-Bid Conference will be held on Thursday, January 19, 2023, at the Site located near 144 Tomahawk Street in Somers, New York, starting at 11:00 AM, Eastern Standard Time.

Attendees are encouraged to review COVID-19 Center for Disease Control (CDC) guidelines prior to attendance; current guidelines can be accessed at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>

**ATTENDANCE IS MANDATORY AS A CONDITION OF BIDDING.**

Minority-, Women-, and Service-Disabled Veteran-owned businesses are encouraged to submit bids in response to this solicitation. The New York State Department of Environmental Conservation is an Equal Opportunity/Affirmative Action Employer.

The Contractor shall adhere to the New York State Department of Environmental Conservation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence. For the purpose of this Notice to Bidders, Andrew Guglielmi, the Director of the Division of Environmental Remediation, 12<sup>th</sup> Floor, 625 Broadway, Albany, New York, 12233-7011, shall be the Department's Designated Representative. Any questions, however, shall be directed to Jenelle Gaylord, the Department's Project Manager and Designated Contact, at (518) 402-9791 or [Jenelle.gaylord@dec.ny.gov](mailto:Jenelle.gaylord@dec.ny.gov) .

Bidders may receive announcements of procurement opportunities by signing up for the NYSDEC – DER electronic mailing list ("listserv") at – <https://public.govdelivery.com/accounts/NYSDEC/subscriber/new>

Basil Seggos, Commissioner

## Item 2

### **Section XI Section 32 92 00 - Lawns and Meadows shall read as follows:**

- ~~D.~~ ~~Perform percolation tests on existing subgrade and placed fills prior to fine grading.~~
- ~~1.~~ ~~Perform percolation testing of subgrades and placed fills to determine whether or not the subgrade will drain properly. Perform percolation tests in accordance with the following procedure:~~
    - ~~a.~~ ~~Dig a hole in the subgrade that is 4 inches in diameter and 12 inches deep.~~
    - ~~b.~~ ~~Fill the hole with water and wait for the water to completely drain from the hole.~~
    - ~~c.~~ ~~Immediately refill the hole with water and measure the rate of fall in the water level.~~
  - ~~2.~~ ~~In the event that water drains at a rate less than 1 inch in one hour, excavate soil to a minimum depth of 24 inches, and deeper, as necessary to break the compaction. Backfill, recompact and retest each area so prepared to confirm drainage rates exceed one inch in one hour.~~
  - ~~3.~~ ~~Perform minimum of one soil percolation test for every 10,000 square feet of lawn and meadow area.~~
- ~~DE.~~ Excavate or fill subgrade, as required, to bring subgrade to elevations shown. Maintain all angles of repose. Confirm that subgrade is at proper elevations and that no further earthwork is required to bring the subgrade to proper elevations. Provide subgrade elevations that slope parallel to finished grade and towards subsurface drains shown.
- ~~EF.~~ Remove all construction debris, trash, rubble and all extraneous materials from subgrade. In the event that fuels, oils, concrete washout or other material harmful to plant growth or germination have been spilled into the subgrade, excavate the subgrade sufficiently to remove all such harmful materials and fill with approved fill, compacted to the required subgrade compaction level.

### **Revised versions of the pages follow after Item 3:**

**Item 3**

**Section XI Section 32 92 00 - Lawns and Meadows, Paragraph 3.3.C shall read as follows:**

- C. Spread loam to a depth of ~~46~~ inches but not less than required to meet finish grades after light rolling and natural settlement.

**Revised versions of the pages follow:**

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. CONTRACTOR shall examine the areas and conditions under which lawn and meadow Work is to be performed, and notify ENGINEER, in writing, of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.

### 3.2 PREPARATION

- A. Thoroughly blend and mix loam before spreading. Incorporate fertilizers, and ground limestone or acidulant, after spreading, as specified, and at rates recommended by soil-testing laboratory.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from hydroseeding overspray.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Excavate or fill subgrade, as required, to bring subgrade to elevations shown. Maintain all angles of repose. Confirm that subgrade is at proper elevations and that no further earthwork is required to bring the subgrade to proper elevations. Provide subgrade elevations that slope parallel to finished grade and towards subsurface drains shown.
- E. Remove all construction debris, trash, rubble and all extraneous materials from subgrade. In the event that fuels, oils, concrete washout or other material harmful to plant growth or germination have been spilled into the subgrade, excavate the subgrade sufficiently to remove all such harmful materials and fill with approved fill, compacted to the required subgrade compaction level.

### 3.3 FINE GRADING

- A. Immediately prior to dumping and spreading loam, clean subgrade of all stones greater than 2-inches and all other extraneous matter. Remove all such material from Site. Notify ENGINEER that subgrade has been cleaned, and obtain approval prior to spreading loam.
- B. Do not attempt to spread excessively wet, muddy or frozen loam. Do not spread loam more than five days before seeding or planting.
- C. Spread loam to a depth of 4-inches but not less than required to meet finish grades after light rolling and natural settlement.



1. Spread approximately one-half the thickness of required loam depth. After spreading loam, rototill, disk or harrow loam and subgrade to bring top 2-inches of subgrade upward into loam layer, so that there is a transitional layer between loam and subgrade.
  2. Spread remainder of loam to required finish grades.
  3. Compact each lift sufficiently to reduce settling, but not enough to prevent the movement of water and feeder roots through loam. After compaction spread loam should offer firm, even resistance when a soil sampling tube is inserted.
  4. Phase the placement of the final lift so that wheeled vehicles do not have to travel over areas where final lifts are already in-place.
  5. Spread and compact to a smooth, uniform surface plane, to within plus or minus 1/2-inch of finish elevations. Roll and rake and remove all ridges, and fill depressions, as required. Remove all stones larger than 1-inch in any dimension and all sticks, roots, trash and other extraneous matter.
- D. Spread ground limestone or acidulant and fertilizer, as specified. Mix ground limestone with dry loam before spreading fertilizer and work lightly into the top 4-inches of loam by harrowing or tilling at least three days before applying commercial fertilizers.
- E. Grade planting areas to smooth, even surface with loose, uniformly fine texture. Remove all stones and extraneous material in excess of 1-inch diameter. Roll, rake and remove ridges and fill depressions, as required to meet finish grades.
- F. Moisten prepared areas before seeding, sodding, sprigging or plugging. Water thoroughly and allow surface moisture to dry before planting. Do not create a muddy loam condition.
- G. Prior to seeding or planting, restore loam to specified condition, if eroded or otherwise disturbed.

### 3.4 CONVENTIONAL SEEDING

- A. General: Maintain grade stakes until removal is mutually agreed upon by all parties concerned.
- B. Rake or harrow all seedbeds immediately prior to seeding to produce a rough, grooved surface, no deeper than 1-inch. Seed only when seedbed is in a friable condition and not muddy or hard.
- C. Sow seed using a spreader or seeding machine.
- D. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- E. Sow wildflower meadow with minor grasses seed mixture at the rate of not less than 30-pounds per acre.

- F. Cultipacker, or approved similar equipment, may be used to cover the seed and to firm the seedbed in one operation. In areas inaccessible to cultipacker:
1. Rake the seed lightly into top 1/8-inch of loam, roll in two directions with a water ballast roller, weighing not less than 100 pounds per linear foot.
  2. Take care during raking that seed is not raked from one spot to another.
  3. Protect seeded areas against erosion by spreading specified mulch after completion of seeding operations.
    - a. Protect seeded areas against hot, dry weather or drying winds by applying peat moss mulch not more than 24 hours after completion of seeding operations. Presoak and scatter evenly to a depth of from 1/8-inch to 3/16-inches thick and roll to a smooth surface. Do not mound.
    - b. Spread straw mulch to form a continuous loose blanket not less than 1-1/2-inch deep over seeded areas at the approximate rate of two tons-per acre.
      - 1) Anchor mulch by spraying with asphalt emulsion at the rate of ten to 13-gallons per 1000 square feet.
      - 2) Place mulch with equipment that will blow or eject, by means of a constant air stream, controlled quantities of the mulch and asphalt in a uniform pattern over the specified area. If the mulch is excessively cut or broken, take measures to reduce the cutting or breakage. Introduce the asphalt into the air stream by means of a spray arranged so that it will partially coat the mulch with a spotty asphalt tack prior to the depositing of the mulch covering. Rate of application not less than 75-gallons per ton of mulch.
    - c. Protect seeded areas, with slopes exceeding one on six, by providing erosion-control fiber mesh and where slopes exceed one on four, by providing erosion-control blankets. Install erosion-control materials according to manufacturer's written instructions and as follows:
      - 1) Vertically down slope without stretching fabric.
      - 2) Install hold down staples three per square yard minimum in center of fabric or as required to hold and shape the fabric to the contours of the slope. Install hold down staples along edges and overlaps of fabric at 9 inches on centers minimum, or as required to hold and shape the fabric to the contours of the slope.
      - 3) Lap fabric 4-inches minimum and turn edges of fabric into 8-inch deep by 16-inch wide earth trench and fill trench with earth.
- G. Using a uniform fine spray, thoroughly and evenly water seeded areas. Provide adequate water to moisten seedbed to a depth of 2-inches.
1. Repeat this process when peat mulch color lightens. Maintain all seedbeds in a uniformly moist condition, conducive to seed germination and plant establishment, as specified.
- H. Reseed areas that remain without mulch for longer than three days.

- I. Take precautions to prevent damage or staining of construction or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
- J. Prevent foot or vehicular traffic, or the movement of equipment, over the mulched areas. Reseed areas damaged as a result of such activity.

### 3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
- B. Mix slurry with asphalt-emulsion tackifier.
- C. Apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry application at a minimum rate of 500-pounds per acre dry weight, but not less than the rate required to obtain specified seed-sowing rate so that the seed comes into direct contact with loam.
- D. Apply slurry cover coat of fiber mulch at a rate of 1000-pounds per acre.

### 3.6 RECONDITIONING EXISTING LAWNS AND MEADOWS

- A. Recondition existing lawn and meadow damaged by CONTRACTOR'S operations, including areas used for storage of materials or equipment and areas damaged by movement of vehicles. Recondition existing lawns and meadow areas where minor regrading is required.
- B. Recondition other existing lawn and meadow areas shown.
- C. Provide fertilizer, seed or sod and soil amendments, as specified for new lawn and meadow, and as required to provide satisfactorily reconditioned lawns and meadows. Provide new loam as required to fill low spots and meet new finish grades.
- D. Till stripped, bare, and compacted areas thoroughly to a depth of 12-inches.
- E. Remove diseased or unsatisfactory lawn and meadow areas; do not bury into soil. Remove topsoil containing extraneous materials resulting from CONTRACTOR'S operations including oil drippings, stone, gravel and other construction materials.
- F. In areas approved by ENGINEER, where substantial lawns and meadows remain (but are thin), mow, dethatch, core aerate and rake. Fill low spots, remove humps, cultivate soil, fertilize, and seed. Remove weeds before seeding or if extensive, apply selective chemical weed killers, as required. Apply a seedbed mulch, if required, to maintain moist condition.

- G. Water newly planted areas and keep moist until new lawns and meadows are established, as specified.

### 3.7 ACCEPTANCE CRITERIA FOR LAWNS AND MEADOWS

- A. Lawn and meadow Work will be considered acceptable when:
  - 1. Seeded Meadow: When a healthy, uniform, close stand of meadow grass and forbs has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 20 square feet and bare spots not exceeding 12-inches by 12-inches.

### 3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris, created by lawn and meadow Work, from paved areas. Clean wheels of vehicles before leaving Site to avoid tracking soil and loam onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout extended service period and remove when service period ends. Treat, repair or replace damaged lawns and meadows.
- C. Remove erosion-control measures after lawn and meadow extended service period ends.
- D. Take all precautions to ensure that hydroseed slurry is only placed on the areas designated. Completely clean any overspray, on areas not designated to receive slurry.

### 3.9 INSPECTION AND ACCEPTANCE

- A. Where lawns and meadows do not comply with specified acceptance criteria, reestablish lawns and meadows and continue extended service period until lawns and meadows comply with criteria for acceptance.

### 3.10 DEMONSTRATION

- A. Engage installer's Site supervisor to train and instruct DEPARTMENT'S personnel in the proper maintenance of lawns and meadows and procedures to be performed throughout the year for proper care and maintenance of lawn and meadows.
  - 1. Include instructions and training on reconditioning established lawns and meadow and sources of lawn and meadow materials.
  - 2. Schedule training with DEPARTMENT, through ENGINEER, with at least seven days' advance notice.
- B. Review Operation and Maintenance information and be sure all instructions are clearly understood by DEPARTMENT'S personnel and are supplemented with additional information, clarifications and instructions, as required.

- C. Provide minimum of two, nonconsecutive, full days on-site training time during day shift normal working hours.

++ END OF SECTION ++

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## Item 4

**Section XI Section 01 51 05 – Temporary Utilities and Controls, Paragraphs H through O shall read as follows:**

~~H. Decontamination Trailer and Personal Hygiene Facility:~~

- ~~1. A separate trailer for personnel decontamination shall be provided. The equipment and fixtures specified below shall be provided:
  - ~~a. Shower facilities with at least one shower for every six on-site personnel. Separate showers shall be provided for men and women.~~
  - ~~b. Locker room with one locker for each employee.~~
  - ~~c. A room where all personnel safety equipment and protective clothing can be stored.~~
  - ~~d. Laundry area equipped with automatic washing and drying machines or sub-contract laundering to a service firm approved by the ENGINEER.~~
  - ~~e. Boot rack for wash boots to drain.~~
  - ~~f. Toilet facilities in accordance with OSHA and local health organizations.~~
  - ~~g. Sanitary waste holding tank and piping from the decontamination facility and site offices.~~~~
- ~~2. All equipment and fixtures shall be maintained in clean condition. No storage of any equipment will be allowed in the decontamination trailer. The installation shall be in accordance with the HASP.~~
- ~~3. Shop drawing of the trailer and facilities shall be submitted by the CONTRACTOR to the ENGINEER for review and approval.~~

~~HI. Temporary (Work Zone) Fencing:~~

- ~~1. Work Zone Fencing, unless otherwise detailed in the supplementary conditions, provide a temporary, secure 4-foot high, high strength polyethylene orange plastic fence around the operations and work areas to control access. Fence posts shall be a minimum of 5- feet in total length and shall adequately support the fence and prevent leaning. Fence posts shall be set a maximum 10 feet apart.~~
- ~~2. Perimeter Fencing, unless otherwise detailed in the supplementary conditions, shall consist of temporary or driven post fence panels a minimum of 6-feet in height. Privacy screening shall be provided~~

~~IJ. Water Control:~~

- ~~1. Comply with procedures outlined in the NYSDEC Stormwater Management Design Manual.~~

~~JK. Pollution Control:~~

- ~~1. Maintain work areas on and off site free from further environmental pollution that would be in violation of any federal, state, or local regulations.~~
- ~~2. Minimize air pollution by wetting down bare soils with clean water, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and encouraging shutdown of motorized equipment not actually in use.~~

3. Any emissions during site activities that may have an adverse health effect on workers or the community shall be suppressed to the extent possible.
4. Chemicals used, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must be approved by either the DEPARTMENT or any other applicable regulatory agency and the ENGINEER and be used in a manner as their original purpose was intended.
5. Use of such chemicals and disposal of residues shall be in conformance with manufacturers' instructions.
6. Use of chemicals must be approved in advance by the ENGINEER.
7. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer system or into streams or waterways is not permitted.
8. Volatile wastes generated will be handled as hazardous wastes and reported to NYSDEC.
9. The CONTRACTOR shall provide that the generated project hazardous waste (if any) and any existing hazard waste to be removed under this project shall be transported, manifested, and disposed in accordance with the current regulations.
10. More specific requirements are given in other sections of this document.

KL. Traffic Control:

1. The CONTRACTOR shall maintain all on-site temporary roads necessary for performance of the Work. Temporary access roads will be repaired as necessary to insure unimpeded daily operations. This may include at a minimum, routine grading and repairs to areas subject to settling resulting from site-related traffic.
2. Park vehicles in areas designated and approved in the Work Plan.
3. Keep the designated parking areas clear of dirt and debris resulting from the work.

LM. Rubbish Control (Noncontaminated)

1. Clean up the debris resulting from the work at the end of each day and leave work areas broom clean. Locate containers where directed.
2. Remove debris from the site at least once a week or more often if it presents a fire hazard or becomes excessive. Burning of waste material will not be permitted.
3. Containers shall have secure tops.

MN. Protection of Natural Resources:

1. General:
  - a. Preserve the natural resources within the project site that are not specified for removal or change or in accordance with supplementary permit conditions.
  - b. Preserve the natural resources outside the project site impacted by the work.
  - c. Conform to federal, state and local permitting requirements.
  - d. Restore disturbed resources to an equivalent or improved condition upon completion of work.
  - e. Vehicles, equipment and machinery delivered or used at the site that have visible oil or hydraulic leaks will not be allowed on site. Clean up any oil or hydraulic fluid spills immediately.
2. Land Resources:

- a. Except in areas specified to be cleared, do not remove, cut, deface, injure, or destroy existing vegetation.
  - b. Protect vegetation, that is to remain, from damage by construction operations.
  - c. Vegetation, intended to remain, that is scarred or damaged by construction operations shall be removed and replaced with equivalent undamaged vegetation.
  - d. Removal of scarred or damaged vegetation shall be in accordance with the specifications.
  - e. Trees or shrubs with 30 percent or more of their root systems damaged shall require removal and replacement.
  - f. Replacement vegetation shall be approved by the ENGINEER before replacement.
3. Water Resources:
- a. Prevent oily or hazardous substances from entering the ground, drainage areas, or local bodies of water.
  - b. Provide secondary containment of temporary fuel oil, petroleum, or hazardous substance storage tanks of sufficient size and strength to contain the contents of the tanks.
4. Fish and Wildlife Resources:
- a. Do not alter or significantly disturb water flows on or adjacent to the project site, except as indicated or specified.
  - b. Do not alter or significantly disturb native habitat on or adjacent to the project site, except as indicated or specified.
  - c. Conformance with supplementary permit conditions, as applicable.

NO. Noise, Vibration and Dust Control:

1. Conduct operations in compliance with applicable local noise ordinance.
2. Dust shall be controlled in compliance with approved CONTRACTOR's Vapor Control Emissions Plan, Community Health and Safety Plan, and Site-Specific Health and Safety Plan (SSHASP), or otherwise directed by the DEPARTMENT.
3. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise, vibration and dust. Equip compressors with silencers on intake lines.
4. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
5. Provide unpaved roads, detours, or haul roads used in construction areas with water treatment to minimize dust. No visible dust, as determined by the ENGINEER, will be permitted beyond the limits of the exclusion zone.
6. CONTRACTOR is responsible for providing all sound barriers needed to meet the requirements of these specifications. CONTRACTOR is responsible for all costs related to the manufacturer's representatives or consultants (contractors) who specialize in addressing such problems.
7. Control noise levels associated with site operations in accordance with local noise ordinances.
8. Measure noise levels in decibels with a sound level meter conforming to the American National Standard Specification.



9. Measurements shall be made at site perimeter.
10. Measurements shall be continuous during the first week of construction activities. Additional measurements may be directed by the ENGINEER throughout the course of the project.
11. Measurements shall be documented and reported to the ENGINEER.
12. If the Leq levels are not maintained the CONTRACTOR shall take appropriate measures to bring the noise under control at no additional cost to the DEPARTMENT.
13. Comply with DER-10, Appendix 1A.

**Revised versions of the pages follow:**

3. Comply with NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations, and requirements of fire marshals and authorities having jurisdiction at the Site.
4. Provide temporary fire protection for ENGINEER's field office in accordance with Section 01 52 11, ENGINEER's Field Office.

G. Staging Areas:

1. Staging areas (if required) shall be located on the site in areas (exclusion zone) approved by the ENGINEER in order to minimize possible cross contamination.
2. The staging areas for waste materials shall have a lined bottom with a minimum 40-mil sealed, HDPE watertight liner or 20-mil pre-seamed LLDPE liner, as approved by the ENGINEER. Remove the liners when the staging area is no longer needed and dispose off-site.
3. Waste materials shall be covered at all times with a minimum 6-mil poly liner sealed, watertight liner to prevent contaminated runoff. Remove the liners when the staging area is no longer needed and dispose off-site.
4. All staging areas shall be constructed to prevent the spread of any contamination to the surrounding soils, surfaces, and/or groundwater.
5. Water spray or equivalent shall be utilized as necessary to prevent dust generation. Monitoring shall be provided to ensure that unacceptable levels of dust generated from the movement and handling of soil do not migrate from the site.
6. Shop Drawings of all staging areas shall be submitted by the CONTRACTOR to the ENGINEER for review and approval prior to the start of work.
7. The CONTRACTOR shall decontaminate staging areas on concrete pads as directed by the ENGINEER.
8. Clean soil staging areas: Can be located outside the exclusion zone over non-remedial areas, as applicable, erosion controls shall be maintained at the perimeter of piles. Long-term storage of piles may require additional stabilization measures, as directed by the ENGINEER or required in the supplementary conditions.
9. Materials staging area: provide and maintain material staging areas as needed in locations indicated on the CONTRACTOR's work site layout, or as approved by the ENGINEER.

H. Temporary (Work Zone ) Fencing:

1. Work Zone Fencing, unless otherwise detailed in the supplementary conditions, provide a temporary, secure 4-foot high, high strength polyethylene orange plastic fence around the operations and work areas to control access. Fence posts shall be a minimum of 5- feet in total length and shall adequately support the fence and prevent leaning. Fence posts shall be set a maximum 10 feet apart.
2. Perimeter Fencing, unless otherwise detailed in the supplementary conditions, shall consist of temporary or driven post fence panels a minimum of 6-feet in height. Privacy screening shall be provided

- I. Water Control:
  - 1. Comply with procedures outlined in the NYSDEC Stormwater Management Design Manual.
  
- J. Pollution Control:
  - 1. Maintain work areas on and off site free from further environmental pollution that would be in violation of any federal, state, or local regulations.
  - 2. Minimize air pollution by wetting down bare soils with clean water, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and encouraging shutdown of motorized equipment not actually in use.
  - 3. Any emissions during site activities that may have an adverse health effect on workers or the community shall be suppressed to the extent possible.
  - 4. Chemicals used, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must be approved by either the DEPARTMENT or any other applicable regulatory agency and the ENGINEER and be used in a manner as their original purpose was intended.
  - 5. Use of such chemicals and disposal of residues shall be in conformance with manufacturers' instructions.
  - 6. Use of chemicals must be approved in advance by the ENGINEER.
  - 7. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer system or into streams or waterways is not permitted.
  - 8. Volatile wastes generated will be handled as hazardous wastes and reported to NYSDEC.
  - 9. The CONTRACTOR shall provide that the generated project hazardous waste (if any) and any existing hazard waste to be removed under this project shall be transported, manifested, and disposed in accordance with the current regulations.
  - 10. More specific requirements are given in other sections of this document.
  
- K. Traffic Control:
  - 1. The CONTRACTOR shall maintain all on-site temporary roads necessary for performance of the Work. Temporary access roads will be repaired as necessary to insure unimpeded daily operations. This may include at a minimum, routine grading and repairs to areas subject to settling resulting from site-related traffic.
  - 2. Park vehicles in areas designated and approved in the Work Plan.
  - 3. Keep the designated parking areas clear of dirt and debris resulting from the work.
  
- L. Rubbish Control (Noncontaminated)
  - 1. Clean up the debris resulting from the work at the end of each day and leave work areas broom clean. Locate containers where directed.

2. Remove debris from the site at least once a week or more often if it presents a fire hazard or becomes excessive. Burning of waste material will not be permitted.
3. Containers shall have secure tops.

M. Protection of Natural Resources:

1. General:
  - a. Preserve the natural resources within the project site that are not specified for removal or change or in accordance with supplementary permit conditions.
  - b. Preserve the natural resources outside the project site impacted by the work.
  - c. Conform to federal, state and local permitting requirements.
  - d. Restore disturbed resources to an equivalent or improved condition upon completion of work.
  - e. Vehicles, equipment and machinery delivered or used at the site that have visible oil or hydraulic leaks will not be allowed on site. Clean up any oil or hydraulic fluid spills immediately.
2. Land Resources:
  - a. Except in areas specified to be cleared, do not remove, cut, deface, injure, or destroy existing vegetation.
  - b. Protect vegetation, that is to remain, from damage by construction operations.
  - c. Vegetation, intended to remain, that is scarred or damaged by construction operations shall be removed and replaced with equivalent undamaged vegetation.
  - d. Removal of scarred or damaged vegetation shall be in accordance with the specifications.
  - e. Trees or shrubs with 30 percent or more of their root systems damaged shall require removal and replacement.
  - f. Replacement vegetation shall be approved by the ENGINEER before replacement.
3. Water Resources:
  - a. Prevent oily or hazardous substances from entering the ground, drainage areas, or local bodies of water.
  - b. Provide secondary containment of temporary fuel oil, petroleum, or hazardous substance storage tanks of sufficient size and strength to contain the contents of the tanks.
4. Fish and Wildlife Resources:
  - a. Do not alter or significantly disturb water flows on or adjacent to the project site, except as indicated or specified.
  - b. Do not alter or significantly disturb native habitat on or adjacent to the project site, except as indicated or specified.
  - c. Conformance with supplementary permit conditions, as applicable.

- N. Noise, Vibration and Dust Control:
1. Conduct operations in compliance with applicable local noise ordinance.
  2. Dust shall be controlled in compliance with approved CONTRACTOR's Vapor Control Emissions Plan, Community Health and Safety Plan, and Site-Specific Health and Safety Plan (SSHASP), or otherwise directed by the DEPARTMENT.
  3. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise, vibration and dust. Equip compressors with silencers on intake lines.
  4. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
  5. Provide unpaved roads, detours, or haul roads used in construction areas with water treatment to minimize dust. No visible dust, as determined by the ENGINEER, will be permitted beyond the limits of the exclusion zone.
  6. CONTRACTOR is responsible for providing all sound barriers needed to meet the requirements of these specifications. CONTRACTOR is responsible for all costs related to the manufacturer's representatives or consultants (contractors) who specialize in addressing such problems.
  7. Control noise levels associated with site operations in accordance with local noise ordinances.
  8. Measure noise levels in decibels with a sound level meter conforming to the American National Standard Specification.
  9. Measurements shall be made at site perimeter.
  10. Measurements shall be continuous during the first week of construction activities. Additional measurements may be directed by the ENGINEER throughout the course of the project.
  11. Measurements shall be documented and reported to the ENGINEER.
  12. If the Leq levels are not maintained the CONTRACTOR shall take appropriate measures to bring the noise under control at no additional cost to the DEPARTMENT.
  13. Comply with DER-10, Appendix 1A.

## PART 2 – PRODUCTS

### 2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for temporary utilities and temporary facilities may be new or used but shall be adequate for purposes intended and shall not create unsafe conditions and shall comply with Laws and Regulations.
- B. Provide required materials, equipment, and facilities, including piping, cabling, controls, and appurtenances.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Install temporary utilities and temporary facilities in neat, orderly, manner, and make structurally, mechanically, and electrically sound throughout.
- B. Location of Temporary Utilities and Temporary Facilities:
  - 1. Locate temporary systems for proper function and service.
  - 2. Temporary systems shall not interfere with or provide hazards or nuisances to: the Work under this and other contracts, movement of personnel, traffic areas, materials handling, hoisting systems, storage areas, finishes, and work of utility DEPARTMENT s and others.
  - 3. Do not install temporary utilities on the ground, with the exception of temporary extension cords, hoses, and similar systems in place for short durations.
- C. Modify and extend temporary systems as required by progress of the Work.

### 3.2 USE

- A. Maintain temporary systems to provide safe, continuous service as required.
- B. Properly supervise operation of temporary systems:
  - 1. Enforce compliance with Laws and Regulations.
  - 2. Enforce safe practices.
  - 3. Prevent abuse of services.
  - 4. Prevent nuisances and hazards caused by temporary systems and their use.
  - 5. Prevent damage to finishes.
  - 6. Ensure that temporary systems and equipment do not interrupt continuous progress of construction.
- C. At end of each work day check temporary systems and verify that sufficient consumables are available to maintain operation until work is resumed at the Site. Provide additional consumables if the supply on hand is insufficient.

### 3.3 REMOVAL

- A. Completely remove temporary utilities, temporary facilities, equipment, and materials when no longer required. Repair damage caused by temporary systems and their removal and restore the Site to condition required by the Contract Documents; if restoration of damaged areas is not specified, restore to preconstruction condition.
- B. Where temporary utilities are disconnected from existing utility, provide suitable, watertight or gastight (as applicable) cap or blind flange, as applicable, on service line, in accordance with requirements of utility owner.

- C. Where permanent utilities and systems were used for temporary utilities, upon Substantial Completion replace all consumables such as filters and light bulbs and parts used during the Work.

+ + END OF SECTION + +

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## **Item 5**

**Section XI Section 31 32 16.02 – Soil Treatment, Paragraph 3.6.C through 3.6.E shall read as follows:**

- C. CONTRACTOR shall collect discrete CQA Samples from each treated soil stockpile at locations determined by and as directed by the ENGINEER.
- D. Discrete samples shall be collected from ~~the each~~ treated soil stockpiles immediately following treatment and placed into appropriate containers, as directed by the ENGINEER. The samples shall be tamped and sealed to contain sufficient moisture. The samples shall be transported to an independent environmental laboratory for testing. Collection of samples shall be performed in the presences of the ENGINEER or their designated representative.
- E. CONTRACTOR shall collect four physical CQA samples (4 total) from each treated soil stockpile and shall analyze for TCLP ~~testing~~ in accordance with EPA SW-846.

**Revised versions of the pages follow:**

- A. Environmental Management:
  - 1. CONTRACTOR shall provide means to manage fugitive dust emissions on stockpiles and/or access roads.
  - 2. Equipment that leaves a contaminated area shall be decontaminated, if required, using a combination of low volume high pressure washes and/or mechanical removal using brushes or scrapers to prevent off-site tracking of materials. All decontamination liquids will be collected and managed for off-site disposal.
  - 3. If required, street sweeping shall be conducted daily, or as instructed by the ENGINEER.
  
- B. Rework:
  - 1. If the quality control testing for any area does not meet the requirements of this specification, the area shall be reworked. Area and approach for rework shall be agreed to in writing between the Department, Engineer, and Contractor prior to commencing. The rework would be performed at no additional expense to the DEPARTMENT.

#### 3.4 DRAINAGE

- A. Implement surface water and erosion control measures as described in Section XI-01 41 26, Stormwater Pollution Prevention Plan and Permit.

#### 3.5 OBSTRUCTIONS

- A. If obstructions including boulders, timbers, foundations, bedrock, or other potentially damaging materials are encountered, the Contractor segregate the material from the soil treatment and dispose of the obstructions at an appropriate disposal facility according to their characterization

#### 3.6 QUALITY CONTROL

- A. Submit a Contractor's Quality Control Plan and maintain a quality control program for the soil treatment.
- B. Mixing time, mixing speed, feed rate, and the amounts of chemical reagent and water added shall be recorded.
- C. CONTRACTOR shall collect discrete CQA samples from each treated stockpile at locations determined by and as directed by the ENGINEER.
- D. Discrete CQA samples shall be collected from each treated soil stockpile immediately following treatment and placed into appropriate containers, as directed by the ENGINEER. The samples shall be tamped and sealed to contain sufficient moisture. The samples shall be transported to an independent environmental laboratory for testing. Collection of samples shall be performed in

the presences of the ENGINEER or their designated representative.

- E. CONTRACTOR shall collect four physical CQA samples (4 total) from each treated soil stockpile and shall analyze for TCLP in accordance with EPA SW-846.
- F. Documentation
  - 1. Document all quality control records, tests, and inspections and make available for review by the Engineer. Record all measurements and test results and submit to the Engineer each day.

++ END OF SECTION ++

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## **Item 6**

### **Section XI Section 02 52 40 – Excavation, Removal and Handling of Contaminated Material, Paragraph 1.4.E shall read as follows:**

- E. Odor Control: As an odor abatement measure, cover, at the end of each work day all areas of organic or odorous material which were exposed during excavation with a minimum 6-in and a maximum 24-inch deep layer of clean fill. Excavated organic or odorous material shall be ~~immediately removed off-site and shall not be~~ stockpiled on-site. Such material shall be properly characterized and disposed of off-site in accordance with all applicable federal, state and local regulations.

**Revised versions of the pages follow:**

of test probes and test pits and while performing the work required under this Contract.

8. The CONTRACTOR shall be responsible for all costs associated with pre-project construction utility survey(s)/markout(s), the construction of the test holes and test pit work, and utility as built for this project, as well as protection and hand digging operations to verify location of all utilities during construction.
9. Should uncharted or incorrectly charted piping or utilities be encountered during excavation, consult the ENGINEER in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the DEPARTMENT.
10. Do not interrupt existing utilities, except when permitted in writing by DEPARTMENT.

C. Protection of Persons and Property:

1. Barricade open excavations greater than 2 feet in depth occurring as part of this Work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
2. Protect structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by CONTRACTOR'S operations.
3. Consult ENGINEER and obtain his/her approval before removing or disturbing pipes, structures, or other facilities that are encountered on the line of the excavation.
4. Structures, utilities, sidewalks, pavements and other facilities removed or disturbed shall be replaced to their original condition, unless otherwise shown, specified or directed.

D. Dust Control: CONTRACTOR shall conduct all of his/her operations and maintain the area of his/her activities, including sweeping and sprinkling of roadways, so as to minimize creation and dispersion of dust. In addition, CONTRACTOR shall be responsible for controlling dust caused by his/her operation of vehicles and equipment, clearing or for any reason whatever.

E. Odor Control: As an odor abatement measure, cover, at the end of each work day all areas of organic or odorous material which were exposed during excavation with a minimum 6-in and a maximum 24-inch deep layer of clean fill. Excavated organic or odorous material shall be stockpiled on-site. Such material shall be properly characterized and disposed of off-site in accordance with all applicable federal, state and local regulations.

PART 2 – PRODUCTS (NOT USED)

## Item 7

Delete Section XI Specification - 01 45 29.23 - Testing Laboratory Services Furnished by Owner in its entirety as follows:

### ~~SECTION 01 45 29.23~~

#### ~~TESTING LABORATORY SERVICES FURNISHED BY OWNER~~

#### ~~PART 1 — GENERAL~~

##### ~~1.1 — DESCRIPTION~~

###### ~~A. — Scope:~~

- ~~1. — DEPARTMENT will employ and pay for an independent testing laboratory to perform specified services. Testing laboratory selected will be subject to ENGINEER's acceptance.~~
- ~~2. — CONTRACTOR shall pay for:
  - ~~a. — Tests not specifically indicated in the Contract Documents as being DEPARTMENT's responsibility.~~
  - ~~b. — Tests made for CONTRACTOR's convenience.~~
  - ~~c. — Repeat tests required because of CONTRACTOR's negligence or defective Work~~
  - ~~d. — Tests required after failure of two or more of the same test for the same item to comply with the Contract Documents, for tests initially paid for by DEPARTMENT.~~~~
- ~~3. — Testing laboratory is not authorized to approve or accept any portion of the Work or defective Work; rescind, alter, or augment requirements of Contract Documents; and perform duties of CONTRACTOR.~~

##### ~~1.2 — REFERENCES~~

###### ~~A. — Standards referenced in this Section are:~~

- ~~1. — ASTM E329, Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.~~
- ~~2. — ISO/IEC 17025, General Requirements for the Competence of Testing and Calibration Laboratories.~~
- ~~3. — NIST SRM, Standard Reference Materials.~~

##### ~~1.3 — QUALITY ASSURANCE~~

###### ~~A. — Qualifications:~~

- ~~1. — Testing Laboratory:~~

- ~~a. Testing laboratory will comply with applicable requirements of ASTM E329.~~
- ~~b. Testing laboratory will be authorized to operate in the same jurisdiction as the Site. Where applicable, laboratory will be certified by the authority having jurisdiction for the types of testing required.~~
- ~~c. Testing equipment used by laboratory will be calibrated at intervals of not more than twelve months by devices of accuracy traceable to one of the following: NIST SRM, ISO/IEC 17025, certified by state or local bureau of weights and measures, or values of natural physical constants generally accepted in the engineering and scientific community.~~

#### 1.4 SUBMITTALS

- ~~A. Informational Submittals: Testing laboratory will submit the following:~~
  - ~~1. Quality Control Submittals and Test Reports: Promptly submit to ENGINEER and CONTRACTOR results of testing and inspections, in accordance with Section 01-33-00, Submittal Procedures, including:~~
    - ~~a. Date issued.~~
    - ~~b. Project title, number, and name of the Site.~~
    - ~~c. Testing laboratory name and address.~~
    - ~~d. Name and signature of inspector or person obtaining samples.~~
    - ~~e. Date of inspection or sampling.~~
    - ~~f. Record of temperature and weather.~~
    - ~~g. Date of test.~~
    - ~~h. Identification of material or item tested, and associated Specifications Section.~~
    - ~~i. Location in the Project.~~
    - ~~j. Type of inspection or test.~~
    - ~~k. Results of tests and observations regarding compliance with the Contract Documents.~~
  - ~~2. Qualifications Statements: Upon CONTRACTOR's request, testing laboratory will submit the following:~~
    - ~~a. Testing Laboratory:~~
      - ~~1) Qualifications statement indicating experience and facilities for tests required under the Contract Documents.~~
      - ~~2) Copy of report of inspection of facilities during most recent NIST inspection tour. Include memorandum of remedies of deficiencies reported during inspection.~~
      - ~~3) Copy of certificate of calibration for each instrument or measuring device proposed for use, by accredited calibration agency.~~

#### 1.5 TESTING LABORATORY DUTIES

- ~~A. DEPARTMENT hired testing laboratory will:~~
  - ~~1. Cooperate with CONTRACTOR and ENGINEER and provide qualified personnel promptly when notified.~~



- ~~2. Perform required inspections, sampling, and testing of materials and methods of construction; comply with applicable reference standards and the Contract Documents; and ascertain compliance with requirements of the Contract Documents.~~
- ~~3. Promptly advise ENGINEER and CONTRACTOR in writing of irregularities and deficiencies in the Work observed during performance of services.~~
- ~~4. Submit to ENGINEER and CONTRACTOR written reports of inspections and tests required by the Contract Documents.~~
- ~~5. Perform additional tests and services as required by DEPARTMENT or ENGINEER to verify compliance with the Contract Documents.~~

#### ~~1.6 CONTRACTOR'S COORDINATION WITH TESTING LABORATORY~~

- ~~A. CONTRACTOR shall perform and provide the following relative to DEPARTMENT-hired testing laboratory:~~
  - ~~1. Provide to testing laboratory representative samples of materials to be tested, in required quantities.~~
  - ~~2. Provide labor and facilities:~~
    - ~~a. For access to the Work to be tested, and where required, to Suppliers' operations.~~
    - ~~b. For obtaining and handling samples at the Site.~~
    - ~~c. For facilitating inspections and tests.~~
    - ~~d. For laboratory's exclusive use for storing and curing of test samples.~~
    - ~~e. Forms for preparing concrete test beams and cylinders.~~
  - ~~3. Notify testing laboratory and ENGINEER sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.~~
  - ~~4. Arrange with testing laboratory and pay for additional services, sampling, and testing required for CONTRACTOR's convenience.~~

#### ~~PART 2 PRODUCTS (NOT USED)~~

#### ~~PART 3 EXECUTION (NOT USED)~~

~~++ END OF SECTION ++~~

**ATTACHMENT C**  
**ARCADIS ELECTRONIC FILE RELEASE AGREEMENT**

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

## **ELECTRONIC FILE RELEASE AGREEMENT**

This Electronic File Release Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Arcadis of New York, Inc. ("Arcadis") and \_\_\_\_\_ ("User") a corporation chartered under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_.

WHEREAS Arcadis and the New York State Department Of Environmental Conservation ("Client") entered into an agreement entitled Division of Environmental Remediation Standby Engineering Services D009804 dated October 2019 (the "Contract") and pursuant to the terms of the Contract, Arcadis produced written work product which included CADD drawings related to the Granite Pointe Subdivision Remedial Design project (the "Project").

WHEREAS Arcadis has also produced electronic versions of this written work product, including, but not limited to, CADD drawings (collectively referred to as "Electronic Files").

WHEREAS User has requested copies of the Electronic Files for its convenience and User represents it will use the electronic copy of these files solely for the purpose(s) of \_\_\_\_\_

NOW in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Arcadis agrees to provide User with copies of the Electronic Files, and User agrees to the following terms and conditions:

1. User agrees that Arcadis shall retain ownership of the original Electronic Files and User shall have no ownership rights whatsoever in the Electronic Files.
2. Arcadis does not represent the Electronic Files to be suitable for use on any other project or for any other purpose. Any use, reuse or transposition of the Electronic Files and/or the information contained therein is at the User's sole risk.
3. User's use of the Electronic Files prepared by Arcadis shall not in any way relieve or negate User's responsibility for its obligations, duties and responsibilities to the Client, including but not limited to: coordination with other trades; checking of all applicable field conditions; taking and verification of field measurements, including dimensions, details, member sizes and gages; and measuring and verifying quantities of materials as required to facilitate complete and accurate fabrication and erection.
4. User agrees that all information added to User's drawing(s) derived, in any way, from the Electronic Files shall be clearly distinguished from the original files by distinctive presentation. Any such information that represents a proposed change from the original design shall be further distinguished from other information added by User.
5. User shall not transfer these Electronic Files to others without the prior written consent of Arcadis. If Arcadis consents to the transfer of the Electronic Files, User agrees to provide a copy of this Agreement to all third parties authorized to receive the Electronic Files.
6. To the fullest extent permitted by law, User shall indemnify and hold harmless Arcadis, the Client, their officers, directors, shareholders, employees, agents, insurance carriers and their successors and assigns from all claims, liabilities, causes of actions, judgments, fines, violations of any law, damages, losses and expenses including attorney fees arising, directly and indirectly, out of or resulting from the use of the Electronic files by User and the transfer of the Electronic Files from Arcadis to User. Arcadis shall not be liable for any damages, including without limitation, damages for lost profits, lost savings, business interruption, loss of business information, or other pecuniary loss or other incidental or consequential damages arising out of User's use or inability to use the Electronic Files.
7. User shall indemnify, defend and hold harmless Arcadis from all claims, losses and damages (including reasonable attorney's fees) arising from or related to any changes to, use or reuse of the Electronic Files and/or the information contained therein. User hereby waives and releases all claims against Arcadis resulting in any way from any changes to, use or reuse of the Electronic Files on the Project or any other project by anyone other than Arcadis.

8. User acknowledges and agrees that only the written versions of the Electronic Files are the final and official versions of Arcadis' professional work product on the Project and as such only the written version shall be relied upon solely and exclusively for the purposes of subsequent design and construction work. In the event a conflict arises between the signed and sealed hard-copy Contract Documents and the Electronic Files, the signed and sealed hard-copy Contract Documents shall govern. The Electronic Files are provided only for the convenience of User and/or its representative.
  
9. Breach of this Agreement by User may give rise to Arcadis' need to pursue equitable relief to prevent a threatened or continual breach of this Agreement, which will cause or could cause Arcadis irreparable damage. Arcadis may pursue such equitable relief, whether it is for injunction, specific performance or other equitable remedy, without posting a bond and without having to prove actual injury as a condition for the relief requested.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown above.

Arcadis of New York, Inc.

[Insert User's Legal Entity Name]

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

+ END OF ADDENDUM +