

## **00 01 01 – TABLE OF CONTENTS**

### **SECTION 1 – GENERAL**

#### **1.01 SCOPE OF WORK SPECIFICATION PACKAGE**

Title: **Sub-Slab Depressurization System Installation**

Location: GMCH, LLC, 200 Upper Mountain Road Facility, Lockport, New York

#### **1.02 PROJECT SPECIFICATIONS**

00 01 01	Table of Contents
00 21 13	Instructions to Bidders
00 41 00	Bid Form
01 00 00	General Requirements
23 90 00	Mechanical and Piping Work
26 60 00	Electrical and Controls Work

#### **1.03 ATTACHMENTS**

A. Haley & Aldrich – Standard Terms and Conditions Subcontractor Agreement, January 2013.

B. Project Drawings – prepared by Haley & Aldrich of New York, 11 February 2013 Revision B.

T-1	Title Sheet
P-1	Building 7 – Piping Plan
P-2	Building 7A – Piping Plan
P-3	Building 8 – Piping Plan
M-1	Mechanical Details
E-1	Electrical and Controls Details

C. Brownfield Site Cleanup Agreement – Index #: C932138-03-10 – Building 7

D. Brownfield Site Cleanup Agreement – Index #: C932139-03-10 – Building 8

### **PART 2 – PRODUCTS - (NOT APPLICABLE)**

### **PART 3 – EXECUTION - (NOT APPLICABLE)**

**END OF SECTION**



## **00 21 13 – INSTRUCTIONS TO BIDDERS**

### **PART 1 – GENERAL**

#### **1.01 PROJECT DESCRIPTION**

- A. Haley & Aldrich of New York, (Haley & Aldrich) on behalf of GM Components Holdings, LLC (GMCH) (Client/ Owner) is soliciting bids from qualified Contractors for the installation of a sub-slab depressurization system (SSDS) at the GMCH Lockport Facility (Site) located at 200 Upper Mountain Road in Lockport, New York.

#### **1.02 DEFINITIONS**

- A. Owner: GM Components Holdings, LLC, Lockport, New York
- B. Contractor: Entity responsible for performing the Work
- C. Engineer/ Consultant: Haley & Aldrich of New York. For this project Contractors will enter into subcontract agreements with Engineer/ Consultant. It is intended that two separate contracts will be executed, one contract for the mechanical work, one contract for the electrical and controls work but work will be executed concurrently.
- D. Owner's Representative: Authorized representative of the Owner for the Work covered by these Specifications. For this project Engineer may also serve as Owner's Representative.

#### **1.03 RELATED SECTIONS**

- A. 00 01 01 Table of Contents
- B. 00 41 00 Bid Form
- C. 01 00 00 General Requirements
- D. 23 90 00 Mechanical and Piping Work
- E. 26 60 00 Electrical and Controls Work

#### **1.04 BID PROCESS**

- A. The bid process schedule is as follows unless otherwise notified:

- 1. Pre-bid Meeting: 14 February 2013 at 2:00 PM EST.  
GMCH Lockport Facility (Site)  
200 Upper Mountain Road  
Lockport, New York.

All Bidders are required to attend and participate in the pre-bid meeting and site walk through. Representatives of the Owner and Engineer will be present to discuss the Project. A work Site tour will be conducted after the meeting. Engineer will transmit to all prospective Bidders a record of such Addenda or additional information requested by Bidders, as Engineer considers necessary, in response to questions arising at the meeting. Bidders are encouraged to complete all necessary reviews of existing site conditions as additional walk-throughs will be kept to a minimum. Oral statements may not be relied upon and will not be binding or legally effective.

Participation in the pre-bid meeting shall be limited to two (2) participants per bidder. All participants in the site walk shall have appropriate Owner required PPE (ie hard hat, safety glasses, footwear and orange safety vest) necessary for access to certain areas of the facility.



2. Bidders shall provide a written notification of Intent to Participate in the bid process via email to Haley & Aldrich on or before: 4:00 PM EST on 19 February 2013.
3. Written questions regarding the bid specifications will be accepted via e-mail by Haley & Aldrich on or before: 4:00 PM EST on 21 February 2013.
4. Written response to all bidder questions received will be answered via e-mail to all bidders by Haley & Aldrich on or before: 26 February 2013 at 10:00 AM EST.
5. Final proposals due: 1 March 2013 at 4:00 PM EST.
6. Bids signed, executed, and dated will be received by Haley & Aldrich via e-mail located at the office referenced below to the attention of:

E. Quinn Lewis, P.E.- Senior Technical Specialist  
Haley & Aldrich of New York  
200 Town Centre Drive Suite 2  
Rochester, New York 14623  
Phone: 585.321.4208,  
Fax: 585.486.8208  
E-mail: [qlewis@haleyaldrich.com](mailto:qlewis@haleyaldrich.com)

**PART 2 – PRODUCTS - (NOT APPLICABLE)**

**PART 3 – EXECUTION - (NOT APPLICABLE)**

**END OF SECTION**



## 00 41 00 – BID FORM

### 1.01 RELATED SECTIONS

- A. 00 01 01 Table of Contents
- B. 00 21 13 Instructions to Bidders
- C. 01 00 00 General Requirements
- D. 23 90 00 Mechanical and Piping Work
- E. 26 60 00 Electrical and Controls Work

### 1.02 BID PRICE

- A. Having reviewed the related documents, specifications and drawings entitled, SSDS Installation at the Lockport Facility 200 Upper Mountain Road, in Lockport, New York, as prepared by Haley & Aldrich of New York (Haley & Aldrich), the undersigned proposes to complete all work, to fully and satisfactorily furnish all labor and materials for the contract in accordance with the plans and specifications for the following lump sum not-to exceed price including all required fees, sales and use taxes:

- B. **For Mechanical Bidder:** provide Lump Sum Price identified below:

TOTAL LUMP SUM NOT-TO-EXCEED PRICE (Sum of Bid Section lines B.1 through B.4 below):

(\$ ) \_\_\_\_\_ (in words)

(\$ ) \_\_\_\_\_ (in figures)

**Mechanical Bidder** shall provide schedule of values identified below:

- 1. Submission of all pre-construction materials, equip. submittals, requested plans, and certificates Dollars ( )
- 2. Mobilization and site preparation Dollars ( )
- 3. Mechanical Work: (fan installations, piping work, building penetrations, supports, etc.) Dollars ( )
  - A. Estimated total linear feet of PVC piping LF ( )
- 4. System start-up, debug, demob, and project closeout Dollars ( )

- C. **Mechanical Bidder** shall indicate that compliance with the OSHA 1910.120 HAZWOPER criteria outlined in Section 01 00 00 part 1.07: [is included] **or** [is not included] (**indicate one**) in the Bid Price. If bidder indicates that *it is not included* bidder shall provide the following:

- 1. Cost to meet the criteria for the installation/ start-up and testing portion of the work; Dollars ( ), Units ( ) (ie, hourly rate, day rate, or lump sum)
- 2. Cost to meet the criteria for performance of warranty work (if required); Dollars ( ), Units ( ) (ie, hourly rate, day rate, or lump sum)



3. As part of the bid evaluation process, Owner and Engineer will assess bidder's ability to provide this provision as part of the bid evaluation process.

D. ***For Electrical / Controls Bidder:*** provide Lump Sum Price identified below:

TOTAL LUMP SUM NOT-TO-EXCEED PRICE (Sum of Bid Section lines D.1 through D.4 below):

(\$ ) \_\_\_\_\_ (in words)

(\$ ) \_\_\_\_\_ (in figures)

***Electrical / Controls Bidder*** shall provide schedule of values identified below:

1. Submission of all pre-construction materials, equip. submittals, requested plans, and certificates Dollars ( )
2. Mobilization and site preparation Dollars ( )
3. Electrical / Controls Work: Dollars ( )  
(fan wiring, control/ instrumentation panels, conduit, etc.)
  - A. Estimated total linear feet of conduit  
LF ( )
4. System start-up, debug, demob. and project closeout Dollars ( )

E. Contractor Unit Rates / Time and Materials Schedule

1. All work deemed out-of-scope from the Base Bid shall be agreed upon in writing and executed per a written change order or work change directive signed by Engineer or Owner.
2. For all out-of-scope work Contractor shall provide with the Bid, unit pricing, rates schedules and mark-ups for the following:
  - a. Labor for the following, including what criteria would prompt these rates for items 2 through 6 below (if applicable) to be in effect:
    - 1) straight-time
    - 2) overtime
    - 3) premium for off-shift work (if any)
    - 4) weekends
    - 5) holidays
    - 6) other (list as necessary)
  - b. Equipment;
  - c. Mark-up on subcontractors (if applicable);
  - d. Mark-up on materials.
3. Contractor shall maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.



F. Bidders Proposed Exceptions to the Requirements of the Contract Documents

1. Bidder is required to list any proposed exceptions to the Contract Documents. The Bid submitted by the Bidder must be in strict accordance with the Contract Documents and shall not include any Bidder proposed exceptions. The Owner or Owner's Representative may, at its sole option reject any or all of the Bidders proposed exceptions. Bidder may submit a separate page but this format and content is required.

Exception No. \_\_\_\_\_

Reason for Proposing Revised Contract Item \_\_\_\_\_

Description of Proposed Exception \_\_\_\_\_

Exception Price \$ \_\_\_\_\_

(This exception price quotation is the total effect on Bidder's proposal if Owner or Engineer accepts proposed exception).

1.03 SCHEDULE AND TIME OF COMPLETION

- A. After receipt of a Notice of Award and the Execution of a Contract Agreement, in accordance with the terms of contract documents, the Contractor estimates that the SSDS Installation will require the following number of days on-site:

Bldg 7: \_\_\_\_\_ days of on-site work, based on \_\_\_\_\_ hour work days.

Bldg 7A: \_\_\_\_\_ days of on-site work, based on \_\_\_\_\_ hour work days.

Bldg 8: \_\_\_\_\_ days of on-site work, based on \_\_\_\_\_ hour work days.

- B. Bidder shall provide with the bid an anticipated milestone summary schedule indicating elements such as time for completion of pre-construction submittals, equipment and materials lead times, on-site installation, testing, and closeout.

1.04 BID REPRESENTATION

- A. Bidder has examined and carefully studied the Contract Documents that were provided, and all Addenda, receipt of which are hereby acknowledged (list each addendum):

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

- B. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the Work.



- C. Bidder has provided Owner or Owner's Representative with written notice of any and all actual or potential conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents, that written resolution thereof, if any, that has been provided by Owner or Owner's Representative is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- D. Bidder agrees to hold all information pertaining to this Project in strict confidence, and shall not release any such information without prior written consent of Owner or Owner's Representative.
- E. If an out-of-state corporation, evidence of authority to conduct the business required to complete the Work as an out-of-state corporation in the State of New York. The State contractor license number, if any, must also be shown.
- F. Information regarding union affiliation including names of labor trade unions with which Bidder has contracts and contract expiration dates.
- G. Bidder's project organization hierarchy, including Work site representative or superintendent, project manager and their qualifications, and project director or company officer.

#### 1.05 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 90 days after bid closing date.

#### 1.06 ACCEPTANCE OF BIDS

- A. If the Subcontract Agreement is to be awarded, it will be awarded to Bidder whose evaluation by Owner and Owner's Representative indicates that the award will be in the best interests of the Owner. The Owner's Representative reserves the right to award the Contract to other than the lowest Bidder.
- B. The acceptance of a Bid will be a notice in writing (the Notice of Award) signed by a duly authorized representative of Owner's Representative and no other act of Owner's Representative shall constitute the acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Subcontract Agreement as provided hereinafter. The rights and obligations provided for in the Contract Documents shall become effective and binding upon the parties only with its formal execution by the Successful Bidder and Owner's Representative.

#### 1.07 REJECTION OF BIDS

- A. Haley & Aldrich reserves the right to reject any or all bids as their best interests may appear. Any bid which is not submitted in accordance with the provisions of the specifications may be declared informal and rejected. Conditional bids will not be accepted. Any bid may be rejected if investigation of the bidder's qualifications fails to convince Owner and Owner's Representative that such bidder is properly qualified to carry out the obligations of the contract.



- B. When a Bidder is notified that the Contract for this Project has been awarded to another Bidder, all copies of the Contract Documents which have been loaned to the Bidder for preparation of its Bid shall be returned promptly to the Owner's Representative.

#### 1.08 ASSUMPTION OF RESPONSIBILITY

- A. The Contractor is responsible for accommodating the uncertainties associated with the existing site conditions and completing the Work as specified.

#### 1.09 BID COMMUNICATIONS

- A. Communications concerning this Proposal shall be addressed to the Bidder as indicated below:

Contact Person:

Company Name:

Address:

Telephone:

Fax:

E-mail:

#### 1.10 VALUE ENGINEERING PROPOSALS

- A. Bidder may identify alternatives (Value Engineering Proposals) to the requirements of the Contract Documents that it is proposing for Haley & Aldrich consideration, in addition to its Proposal in strict accordance with the Contract Documents. These alternatives must be summarized in a separate Attachment to this Proposal Form. Bidder agrees that Haley & Aldrich, at its option, may reject any or all of Bidder's proposed alternatives. All new design work, including re-design, associated with a Bidder's value engineering proposal shall be identified in the value engineering proposal, since the design work may require certification by a professional engineer licensed in the State of New York.

#### 1.11 SUBCONTRACTED WORK

- A. Bidder proposes to subcontract the following parts of Work. Identify all Work items to be subcontracted and the subcontractor firm (list additional information on separate pages if required):

Work Item	Subcontractor	License / Registration No.
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_____	_____	_____
_____	_____	_____

- B. All Contractors and their subcontractors working on the Site are required to be pre-qualify to Owner and Engineer's prequalification requirements.

#### 1.12 PROJECT CHANGE PROCEDURES



- A. The Owner or Owner's Representative will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.
- B. The Owner or Owner's Representative may issue a Work Change Directive (WCD) request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a Change Order and estimate within **5** days.

1.13 BID ACKNOWLEDGEMENT

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

Signature: \_\_\_\_\_

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

Company \_\_\_\_\_

License / Registration No. \_\_\_\_\_

**PART 2 – PRODUCTS - (NOT APPLICABLE)**

**PART 3 – EXECUTION - (NOT APPLICABLE)**

**END OF SECTION**



## **01 00 00 – GENERAL REQUIREMENTS**

### **SECTION 1 – GENERAL INFORMATION**

#### **1.01 PROJECT BACKGROUND**

- A. The intent of the project is to install sub-slab depressurization systems (SSDS) in three (3) existing buildings located at the GMCH Facility as part of an interim remedial measure being conducted through the New York Department of Environmental Conservation's Brownfield Cleanup Agreements for the Site.
- B. SSDS's create a negative pressure differential between the interior space of the building and the subsurface beneath the facility floor slab to induce transport of vapor-phase contaminants through a series of soil vapor collection (suction) pits and transfer via interconnected piping for discharge to atmosphere at the exterior of the building.
- C. The work completed to date has consisted of installation of a total of (17) suction pits, associated schedule 40 polyvinyl chloride (PVC) piping located in the horizontal trenches within the floor slabs, providing connection from the suction pits beneath the slab foundation, with PVC piping stubbed up at point approximately 4-feet above the top of slab at the nearest building column. In addition, SSDS pilot testing has been conducted at three (3) of the installed suction pit locations to assess full-scale SSDS design and installation features. Pits with piping stub-ups are currently installed as follows:
  - 1. Seven (7) pits in Bldg 7 West area, one (1) pit in Bldg 7 East area – total of eight (8) in Bldg 7;
  - 2. Two (2) pits in Bldg 7A; and
  - 3. Seven (7) pits in Bldg 8 Southeast area.

#### **1.02 SCOPE OF WORK**

- A. The work associated with this project involves the purchase and installation of the materials and equipment necessary to provide fully functional SSDS's which will tie-in the above referenced suction pits for discharge at the exterior of the buildings. It is intended to provide one set combination of fan and control panel per installed suction pit. All work associated with this project shall be conducted in accordance with the referenced design and specification documents and shall consist of, but may not be limited to the following:
  - 1. Pre-project planning, including preparation of a Contractor Health and Safety Plan, Pre-task Planning, submittal review process and coordination with the Plant activities.
  - 2. Providing and installing associated Mechanical, Electrical and Controls equipment and appurtenances necessary for a fully operational system.
  - 3. Start-up and debug of the installed systems to verify design/ operations parameters have been met such as anticipated fan air flow rates and system line pressures.
  - 4. Site restoration to match original conditions.

#### **1.03 FACILITY WORK AREA ACCESS**

- A. It is anticipated that there will be some variance in the work schedule in terms of access to certain areas within each building that may require Contractor to work during off-production



hours. Owner will determine as far in advance as possible regarding access.

#### 1.04 RELATED SECTIONS

- A. 00 01 01 Table of Contents
- B. 00 21 13 Instructions to Bidders
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- E. 26 60 00 Electrical and Controls Work

#### 1.05 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract. The following shall also be defined:
  - 1. Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
  - 2. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
  - 3. Install: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
  - 4. Or Equal: Materials or equipment that meet the intent of the design and specifications as determined by the Engineer or Owner's Representative.
  - 5. Provide: Furnish and install, complete and ready for the intended use.

#### 1.06 REFERENCE AND INDUSTRY STANDARDS

- A. Reference Standards
  - 1. American Institute of Steel Construction (AISC)
  - 2. American National Standards Institute (ANSI)
  - 3. American Society of Civil Engineers (ASCE)
  - 4. American Society of Heating, Refrigerating, & Air-Conditioning Engineers (ASHRAE)
  - 5. American Society of Mechanical Engineers (ASME)
  - 6. American Society for Testing Materials (ASTM)
  - 7. American Welding Society (AWS)
  - 8. Construction Specifications Institute (CSI)
  - 9. Instrumentation Society of America (ISA)
  - 10. National Electrical Code (NEC)
  - 11. National Electrical Manufacturers Association (NEMA)
  - 12. National Fire Protection Association (NFPA)
  - 13. National Institute for Occupational Safety and Health (NIOSH)
  - 14. New York State Building, Plumbing, and Electrical Codes
  - 15. New York State Department of Environmental Conservation (NYSDEC)
  - 16. New York State Department of Health (NYSDOH)
  - 17. Plastics Pipe Institute (PPI)
  - 18. Underwriters Laboratories (UL) or Factory Mutual (FM) Engineering Division
  - 19. U.S. Occupational Safety and Health Administration (OSHA)
  - 20. United States Environmental Protection Agency (USEPA)



B. Industry Standards

1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
3. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

- C. Should any conflict arise between the contract specifications and the above identified codes and standards the more stringent shall apply without effect to the Owner or Owner's Representative.

1.07 HEALTH AND SAFETY

- A. Contractor shall prepare a site specific contractor health and safety plan (HASP) for all work being conducting including incorporation of any Owner specific health and safety requirements, training or orientation. It is anticipated that most of the work for this project may be conducted using typical construction health and safety practices as described in OSHA Regulation 29 CFR 1926 - Safety and Health Regulations for Construction for both the mechanical and electrical work. However, analytical data from previous work has indicated that concentrations of volatile organic compounds (VOCs) in fan discharge vapor monitoring and sampling points, collected during sub-slab pilot testing, have been observed as follows;

1. Photoionization detector (PID) readings have ranged up to 4.6 parts per million (ppm) total VOCs.
2. Individual compounds detected in vapor sampling analysis were:
  - a. cis-1,2-Dichloroethene: 2.83 milligrams per cubic meter (mg/ m3)
  - b. Tetrachloroethene: 4.97 mg/m3
  - c. trichloroethene (TCE): 2.84 mg/ m3
3. Based on these data, the Contractor responsible for work associated with the final piping connections to the existing piping stub-ups, mechanical system testing/ commissioning after connection to the piping stub-ups, or warranty related work shall provide necessary 29 CFR 1910.120 40-hour HAZWOPER trained worker(s) for this work and shall include this provision in preparation and execution of their HASP.

- B. Key elements for consideration in preparation of the contractor HASPs for the Work include but may not be limited to:

1. Review and adherence with Contractor Pre-Task Plan as prepared by Haley & Aldrich and Lockport Site Safety Procedure 345 – Contractor Safety
2. Aerial / High-lift Work
3. Lock-out/ Tag-out



4. Power and Hand Tool usage
  5. Roof Access
  6. Hot work permits
  7. Submittal of Material Safety Data Sheet (MSDS) for any chemicals used for this project.
  8. Work within Plant production areas including tugger and fork truck traffic.
- C. During work on-site, Contractor shall conduct and document (sign-off) on any pre-work daily safety tailgate meetings prior to executing work each day.

## 1.08 SUBMITTALS

### A. Submittal Procedures

1. Apply Contractor's stamp to submittal documents and sign or initial to certify that review and verification of the Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
2. Schedule submittals to expedite the Project, and deliver to the Engineer. For review of each submittal, allow a minimum of five (5) days excluding delivery time to and from the Contractor, for Engineer's review. Provide for additional review time where specified.
3. If Contractor identifies variations from Contract Documents or Products which may be detrimental to successful performance of the completed Work, Contractor shall identify such variations for the referenced Submittal.
4. Unless otherwise noted Contractor shall provide a one (1) copy in electronic format of submittal documents as required herein.

### B. Review and Action on Submittals. Each submittal review sheet will be returned to the contractor stamped or marked as follows:

1. REVIEWED: The Contractor is advised that this means that fabrication, manufacture and/or construction may proceed providing the Work is in compliance with the Contract Documents.
2. REVIEWED AS NOTED: The Contractor is advised that this means that fabrication, manufacture and/or construction may proceed providing the Work is in compliance with the marked notations and the Contract Documents.
3. REVIEWED AS NOTED – RESUBMISSION REQUESTED: The Contractor is advised that this means that fabrication, manufacture and/or construction may proceed providing the Work is in compliance with the marked notations and the Contract Documents. The submittal should be corrected and resubmitted for final distribution.
4. REJECTED: The Contractor is advised that this means no Work shall be fabricated, manufactured and/or constructed and that the Contractor shall make a new submittal for the project. Product submissions marked with this ACTION or NOTATION will not be permitted on the site.
5. In the case of Shop Drawings, returned in the form of manufacturer's descriptive literature, catalog cuts and brochures stamped " REVIEWED " or " REVIEWED AS NOTED", the Contractor shall be responsible for distributing them in the field and to its subcontractors. If the returned Shop Drawings are stamped " REVIEWED AS NOTED RESUBMISSION REQUESTED" or "REJECTED", the Contractor shall



submit new copies of Shop Drawings revised to show compliance with the Contract Documents.

6. Product alternates or substitutions may be considered when a product becomes unavailable through no fault of the Contractor. Contractor shall document each request with complete data substantiating compliance of the proposed substitution with the Contract Documents. A request constitutes a representation that Contractor:
  - a. has investigated proposed product and determined that it meets or exceeds quality level of specified product;
  - b. will provide same warranty for Substitution as for specified product;
  - c. will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Engineer or Owner;
  - d. waives claims for additional costs or time extension which may subsequently become apparent; and
  - e. will reimburse Engineer or Owner for review or redesign services associated with re-approval by authorities having jurisdiction.
7. Engineer's review and action on the submittals are expressly limited as provided in the Contract Documents and are only to determine compliance with information given in the Contract Documents and conformance with the design concept of the completed project as a whole. Contractor is solely responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation, and construction, all safety aspects of performing the Work, system integrity and performance, and coordination of the Work.

C. Submittal Requirements – *See discipline specific scope of work for additional requirements (Sections 23 90 00 – Mechanical and 26 60 00 – Electrical and Controls)*

1. Preconstruction Submittals

- a. Contractor Site Specific Health and Safety Plan (HASP).
- b. Current up-to-date GMCH – Lockport Complex Contractor Safety Orientation cards for all contractor personnel working at the site for this project.
- c. Current up-to-date contractor training certificates or licenses as applicable for discipline. Contractor shall obtain and pay for all training or certifications required to complete the Work at no additional cost to the Engineer or Owner.
- d. Contractor shall obtain and pay for all permits and approvals that are required for performing the Work. Submit copies to Engineer.
- e. Submit manufacturer's product data and cut-sheets for all equipment, materials and products to be supplied to complete the Work.
- f. Shop Drawings that consist of detailed layout drawings of the Work Area Layout and System including but not limited to location and description of equipment, vehicles, laydown areas, storage areas, and other relevant features, system materials including lengths, alignment, sloping, and interconnection with existing systems or utilities
- g. Identify all means and methods of fabrication and installation including connections and supports.

2. Submittals During Construction – *See discipline specific scope of work for additional*



*requirements (Sections 23 90 00 – Mechanical and 26 60 00 – Electrical and Controls)*

3. Project Closeout Submittals

- a. Submit Final Project Record Documents which shall include two (2) sets of red-line drawings showing all final dimensions, elevations, and locations of all work performed under this contract.
- b. Warranty: Contractor shall provide a one (1) year warranty as indicated in the subcontract agreement. Contractor shall obtain and submit copies of warranties executed in duplicate by responsible subcontractor, suppliers, and manufacturers.
- c. Contractor shall submit one (1) electronic copy of all manufacturer's installation instructions, operating and maintenance manuals and any other literature installed by the Contractor.
- d. Contractor shall obtain all inspections and approvals from the governing authorities and submit to the Engineer.

1.09 PROJECT COORDINATION

- A. Contractor shall be responsible to perform all work in appropriate sequence and properly coordinate work between trades, suppliers and subcontractors.
- B. Owner or Owner's Representative will provide requirements for site usage and access as well as use and availability of temporary construction utilities. Contractor shall provide and pay for all temporary construction utilities and services not available but required to complete the Work.
- C. For the execution of this Work, Contractor shall coordinate with the Owner's Representative regarding all Work including but not limited to piping, electrical, and inter-connection with existing systems.
- D. Contractor shall coordinate activities with the Owner or Owner's Representative such that there is no interruption of plant operations. Utility shutdowns shall be scheduled with the Owner or Owner's Representative and be performed as directed by the Owner.

1.10 PRECONSTRUCTION MEETING

- A. Engineer will schedule meeting after Notice of Award. Attendance Required: Engineer, Owner's Representative, Contractor, and any major subcontractors.
- B. Anticipated Agenda:
  1. Designation of personnel representing parties in Contract, the Engineer, Owner, and Owner's Representative.
  2. Review Scope of Work.
  3. Review site health and safety considerations
  4. Use of premises by Contractor including hours of access, site security, temporary facilities, and housekeeping procedures.
  5. Site utility clearance/ usage review including temporary supplied utilities
  6. Review status of equipment submittals, delivery schedules and overall project schedule.



7. Procedures and processing of field decisions, submittals, substitutions, proposal request, change orders and maintaining record documents.
8. Requirements and procedures for equipment and system testing, start-up, and acceptance.

#### 1.11 TEMPORARY CONSTRUCTION FACILITIES/ SERVICES

- A. Limited temporary electric services from the existing 120V electrical service on-site may be available to the Contractor, however Contractor shall verify use best judgment to prevent overuse. If additional power is required, coordinate with Owner to assess availability, if power is deemed unavailable by the Owner, Contractor is responsible for providing necessary means of power generation required to complete the Work.
- B. Provide all necessary lighting required for construction operations, permanent existing building lighting may be utilized during construction.

#### 1.12 QUALITY CONTROL

- A. Contractor shall maintain a full set of contract documents and have available for Engineer's or Owner's Representative review upon request.
- B. Contractor shall adhere to the applicable requirements and codes as referenced, and to all other applicable ordinances, codes, statutory rules, and regulations of federal, state, and local authorities having jurisdiction over the Work of this Section and other applicable Sections.
- C. Contractor shall provide materials or equipment makes as referenced. If materials or equipment specifications do not indicate a make, Contractor shall provide suitable materials and equipment to meet the intent of the design and performance requirements.
- D. Verify site conditions and dimensions of equipment to ensure access for proper installation of equipment without disassembly which may void warrantee. Report in writing to Owner or Engineer, prior to purchase or shipment of equipment involved, on conditions which may prevent proper installation.

#### 1.13 FINAL ACCEPTANCE

- A. At time of substantial completion of the Work, Engineer or Owner will take over operation of systems. However, until time of final acceptance, respond promptly with consultation and services on whatever operation or maintenance problems may remain or arise in continued operation of the system.

**END OF SECTION**



## **23 90 00 – MECHANICAL AND PIPING WORK**

### **SECTION 1 – GENERAL INFORMATION**

#### **1.01 GENERAL**

- A. Provide and install necessary mechanical systems for each existing suction pit including but not limited to fans/ blowers, conveyance piping, piping and equipment supports, piping identification, and pressure testing. Contractor will need to tie-in to the existing piping stub-ups and route piping to the fan locations associated with each suction pit.

#### **1.02 RELATED SECTIONS**

- A. 00 01 01 Table of Contents
- B. 00 41 00 Bid Form
- C. 01 00 00 General Requirements
- D. 26 60 00 Electrical and Controls Work

#### **1.03 SUBMITTALS**

- A. Prepare and make submissions listed below in accordance with the procedure specified in Section 00 21 13.
- B. Submittals anticipated to be included but may not be limited to the following:
  - 1. Shop Drawings for Piping layouts
  - 2. Fan manufacturers performance curves, balancing data, and O&M Manuals
  - 3. Fan Vibration Isolation Pads
  - 4. Pipe Materials, Fittings, and Valves
  - 5. PVC solvent weld primers and cements
  - 6. Fan Supports and Enclosures
  - 7. Pipe Hangers/ Supports
  - 8. Mechanical Identification (Pipe Markers, Equipment Tags, Valve/ Gauge Tags)
  - 9. Temperature and Pressure Gauges including calibration reports
  - 10. Welding Certifications / Qualifications
  - 11. Plant welding / hot work permits
  - 12. Paint Material including MSDS's
  - 13. Signs and labels
  - 14. Procedures for Pipe Pressure Testing
  - 15. Procedures for Fan Testing
  - 16. Start-up and Testing Reports

### **SECTION 2 - PRODUCTS**

#### **2.01 SUB SLAB DEPRESSURIZATION FANS (BLOWERS)**

- A. Definition: The term Fan or Regenerative Blower may be interchangeable meaning the air conveyance device providing a negative pressure to the suction pit and conveying sub-slab vapors.



- B. Fans shall provide nominal 160 cubic feet per minute (cfm) of free air under vacuum. Units shall be 460 V, 3-phase nominal 2 Hp, 3450 rpm, oil less unit with vacuum relief valve, in-line air filter, vibration pad mount options, and inlet and outlet vacuum and pressure gauges, TEFC motor rated for continuous duty, suited for outdoor use, and pilot duty thermal overload protection. Manufacturer: Gast Model R5325A-2 regenerative blower or approval equal.
- C. Fan enclosures for all fans at exterior locations shall be molded one-piece fiberglass composite construction with polyurethane foam insulation, FRP base, springs loaded hook and handle, and two adjustable vents. Make: Dyer Fiberglass, Inc. Model D-100 or equal.

## 2.02 PIPING, VALVES AND FITTINGS

- A. Definition: The term Vent Pipe and Sub-Slab Depressurization Pipe may be interchangeable meaning the air conveyance piping from the suction pits to the fan inlets and discharges.
- B. Vent Piping: Furnish pipe complete with bends, reducers, adapters, couplings, and joint materials.
  - 1. Polyvinyl Chloride Pipe (PVC): ASTM D-1785, schedule 40 or equal. Solvent welded fittings unless otherwise indicated or approved.
  - 2. Galvanized Steel: standard weight ASTM A-53, hot dipped zinc coated. Threaded fittings unless otherwise indicated or approved.
- C. Valves: Furnish valves complete with reducers, adapters, couplings, joint materials and gaskets.
  - 1. Polyvinyl Chloride Pipe (PVC): Butterfly wafer style, ANSI 150# bolt pattern with lockable or removable handle. Hayward or equal.
  - 2. All metal valves 2 inches in diameter and smaller shall be all bronze with bronze bodies. Valves 2-1/2 inches in diameter and larger shall have iron bodies with bronze mountings unless otherwise specified.
- D. Pipe sleeve required for any penetrations through existing building features shall be:
  - 1. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
  - 2. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

## 2.03 PIPE HANGERS, INSERTS AND SUPPORTS

- A. Provide all necessary pipe, bars, angle iron, and other required steel shapes and Supports shall be adjustable, wrought malleable iron or steel, cadmium plated or Provide adjustable ring type where piping is installed directly on hanger. All vertical shall be supported with riser clamps. In all cases where hangers, brackets, etc., are from concrete construction, do not weaken concrete or penetrate waterproofing. All and supports shall be capable of screw adjustment after piping is erected. Provide



type adjustable pipe support for piping that can be supported from flooring or framing  
Manufacturers: Grinell, Carpenter & Patterson, or equal.

- B. Hanger rods shall be of galvanized steel not exceeding six (6) feet in length of the following diameters. Trim excess rod to within 1" of the support. Supplementary steel shall be provided as necessary:

**PIPE SIZE ROD DIAMETER**

2 inches and below:	3/8 in.
2-1/2 & 3 inches:	1/2 in.
4 & 5 inch:	5/8 in.

**2.04 MECHANICAL IDENTIFICATION**

- A. Plastic Equipment Nameplates: Laminated three-layer plastic with engraved letters on light background color, size to fit at each fan. Labeling: SSDS Fan-Bldg No/ Area-Pit No (example: SSDS Fan-7W-1).
- B. Valves and Gauge Tags: Provide brass tags affixed to all valve and gauges labeled by SSDS Fan-Bldg No/ Area-Pit No./ device type/ sequence No., examples are as follows:
1. Temperature gauges/ indicators: (example: 7W-1-TI-1, 7W-1-TI-2, etc.)
  2. Pressure gauges/ indicators: (example: 7W-1-PI-1, etc.)
  3. Valves: (example: 7W-1-V-1, etc.)
  4. Flow Sensors: (example: 7W-1-FS-1)
- C. Pipe Markers: Pressure sensitive vinyl pipe markers, 18" long with 1 ¼" letters on directional arrows. Markers shall be placed on piping at intervals no greater than 40 feet. Additional markers are required for areas with congestion of pipe runs in order to provide clarity. All markers shall be mounted on equipment, piping, valves in a manner approved by Owner and Engineer. Labeling: Sub Slab Depressurization System

**2.05 GAUGES/ INDICATORS**

- A. Pressure Indicators: Dwyer Series 2000 magnahelic gage, 0-5 inch water column range or equal.
- B. Temperature Indicators: Adjustable angle bi-metal thermometer, 3-inch dial, 2 ½ stem length, ½-inch NPT connection, stainless steel case and stem, 0-200 °F range. Terrice model B836 or equal.

**SECTION 3 – EXECUTION**

**3.01 EQUIPMENT**

- A. Install equipment in conformance with manufacturer's recommendations.



- B. Provide neoprene fan vibration isolation pads when connecting fans bases to fan supports.

### 3.02 PIPING, VALVES AND FITTINGS

- A. All threaded galvanized steel joints shall be made tight with teflon tape.
- B. All PVC main header piping joints shall be solvent welded in accordance with ASTM and the manufacturers' recommendations.

### 3.03 PIPING INSTALLATION

- A. Provide and install in a workmanlike manner, according to the best practices of the trade, all piping shown on the drawings or required to complete the installation intended by these specifications.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.
- C. Arrange for grouping of parallel runs of horizontal piping to be supported together on trapeze type hangers where possible. Do not use wire or perforated metal to support piping, and do not support piping from other piping unless approved by Owner or Engineer.
- D. Spacing Schedule: Per pipe manufacturer's written recommendations. Maximum distance from fittings - 3 ft.
- E. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes, and so that maximum pipe deflections allowed by ANSI B31 are not exceeded.
- F. Where piping is run above the floor, and is not hung from the ceiling construction or not supported from the floor, such piping shall be supported from the wall with bracket hangers, expansion bolted or fish plated to the wall.

### 3.04 FABRICATION AND INSTALLATION OF FAN SUPPORTS AND ENCLOSURES

- A. Provide and install in a workmanlike manner, according to the best practices of the trade, supports for equipment and piping shown on the drawings or required to complete the installation intended by these specifications.
- B. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- C. Field Welding shall be completed in accordance with Owner requirements including obtaining and following the necessary procedures for Hot Work Permits.
- D. All supports fabricated from unfinished materials shall be primed and painted.



- E. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- F. Exterior-Wall Pipe Penetrations: Provide penetrations using sleeves and allow for 1-inch annular clear space between pipe and sleeve. Seal all penetrations watertight.
- G. For fans located at exterior roof locations, provide removable aluminum or fiberglass type weather proof enclosure to house fans located on the exterior. Enclosures shall have vent slots and corrosion resistant draw latches for ease of securing and removal housing.

### 3.05 WARNING SIGNS AND LABELS

- A. Provide and install the following: Caution Hot – proximal to fan and on fan discharge piping

### 3.06 TESTING AND START-UP

#### A. Pipe Pressure Tests

1. Test all vent piping using a low pressure pneumatic test equal to 5-psig for a period 1-hour with no decrease in test pressure.
2. Procedure for testing shall be approved by Engineer prior to commencement of testing.
3. Furnish necessary pumps, gauges, equipment, piping, valving, power and labor for testing. Any leaks or defective pipe disclosed by the pressure test shall be replaced by the Contractor, at its own expense, and the test repeated until all such piping proves tight.
4. Contractor shall provide forms documenting successful completion of all testing.

#### B. Fan Flow and Pressure Tests

1. Contractor shall conduct a free-air step test operation of each fan unit prior to connection to the existing suction pit stub-up piping by adjusting the butterfly valve position at each location as follows:
  - a. 25-percent open
  - b. 50-percent open
  - c. 100-percent open
2. During each step test Contractor shall record the following test data (Indicated and Actual Values):
  - a. Differential pressure in inches wg. and calculated fan airflow rate in cubic feet per minute (cfm).
  - b. Sub-Slab vapor temperature in °F in piping at suction pit area
  - c. Discharge pressure of fan in inches wg.
  - d. Suction pressure in inches wg at suction pit area



- e. Suction pressure in inches wg at fan inlet pit area
- 3. Provide test report of collected data to Engineer.
- 4. At the completion of the free-air step testing phase, Contractor shall connect vent piping to the existing stub-up piping at each suction pit location. Once these connections are complete, the Engineer will be conducting initial operation of the field system vacuum measurements at various sub-slab monitoring points (points installed by others) for a period of (7) days in each building during which the system fan flow rates will be adjusted to collect system data at various operating points to access system operating set-points.
- 5. During the testing and initial operating periods, the equipment supplied by the Contractor shall be continuously operated without any operational problems. Should any deficiencies be noted, the deficiencies will be corrected by the Contractor at no additional costs to the Owner or Engineer.
- 6. All tests shall be conducted in the presence of the Engineer. The Engineer shall be given one (1) week notice before tests are conducted.

**END OF SECTION**



## **26 60 00 – ELECTRICAL AND CONTROLS WORK**

### **SECTION 1 – GENERAL INFORMATION**

#### **1.01 GENERAL**

- A. Provide and install necessary electrical, controls and instrumentation work including but not limited to power and control wiring to fans and instrumentation, electrical service disconnects, motor controllers, conduit, control panels, and labeling, to power all equipment and instrumentation per NEC, state and local codes and ordinances.
- B. Provide work necessary to make all equipment and devices supplied by others trades operational. Obtain wiring diagrams, certified correct for the job, from respective contractors for all equipment and systems furnished by them. Verify exact location and rating of all motors, controllers, control devices, and appurtenances with other contractors before roughing.

#### **1.02 RELATED SECTIONS**

- A. 00 01 01 Table of Contents
- B. 00 21 13 Instructions to Bidders
- C. 00 41 00 Bid Form
- D. 01 00 00 General Requirements
- E. 23 90 00 Mechanical and Piping Work

#### **1.03 SUBMITTALS**

- A. Prepare and make submissions listed below in accordance with the procedure specified in Section 00 21 13.
- B. Submittals anticipated to be included but may not be limited to the following:
  - 1. Shop Drawings for electrical layouts
  - 2. One-line control wiring diagrams for fan system control panels
  - 3. Fan disconnects and motor starters
  - 4. Conductors and Conduit, materials and fittings
  - 5. Conduit Supports
  - 6. Electrical and Controls Identification
  - 7. Pressure Switch including calibration reports
  - 8. Signs and labels
  - 9. Procedures for Electrical and Controls Testing
  - 10. Testing and Start-up Reports

### **SECTION 2 - PRODUCTS**

#### **2.01 DISCONNECTS AND MOTOR STARTERS**

- A. Provide necessary equipment and appurtenance for installation for fans and associated equipment located within the Site interior and exterior spaces. Preferred Make: Allen Bradley



Bradley or equal.

## 2.02 CONDUIT

- A. All conduit shall be U.L. listed. Provide and install the following conduit, including all necessary fittings, connectors, etc, to complete the work:
  - 1. Electrical metallic tubing (EMT) for dry locations, concealed or exposed work.
  - 2. Galvanized rigid steel (GRS) for work exposed to the weather.
  - 3. Flexible conduit for terminating connections to motors or equipment.
  - 4. Liquidtight flexible metal conduit for terminating connections to motors or equipment located in exposed or wet locations.

## 2.03 CONTROL PANELS

- A. Provide and install one complete and functioning control panel system for each fan/ pit location. Control panels shall be NEMA 4 lockable enclosures with clear polycarbonate window and contain the following 120 V, control and instrumentation devices:
  - 1. 3-position keyed HOA selector switch, key removable from any position, switches shall be keyed alike.
  - 2. Push Button (Start).
  - 3. Indicator Status Lights (Red and Green), steady LED, nominal ½-inch diameter.
  - 4. Hour Meter, non-resettable, nominal 2 1/2-inch diameter face.
  - 5. Pressure Indicator/ Switch - Dwyer Series A3000 photohelic pressure switch gage, 0-5 inch water column range or equal. Field adjustable, normally open, close on pressure drop, set at 0.5 inches water. Provide tubing from control panel to valves on flow sensor at SSDS piping connection point (flow sensors and associated valve are to be installed by mechanical).
  - 6. Control panel and devices manufacturer: Allen Bradley preferred or approved equal.
  - 7. HOA and push button shall be panel mount. Indicator lights, hour meter, and pressure switch shall be visible through the panel window.

## 2.04 IDENTIFICATION

- A. Provide labeling for all installed electrical and control devices and appurtenances including panel boards and control panels, showing panel designation, voltage, and feeder information. Include all necessary electrical hazard warning labels and signs affixed to front covers, doors, or other access points to Contractor supplied equipment, devices and appurtenances unless otherwise indicated.
- B. Control Panel Nameplates: Laminated three-layer plastic with engraved letters on light background color, attach with screws or pop rivets.
  - 1. Control Panel Label: SSDS Fan-Bldg No/ Area-Pit No (example: SSDS Fan-7W-1)
  - 2. Red Indicator Light labeled: Fan Off
  - 3. Green Indicator Light labeled: Fan On
  - 4. Hour Meter labeled: Fan Hour Meter



5. Start Button labeled: Start
6. Keyed selector switch labeled: Hand Off Auto
7. Pressure Switch / Gauge: Flow Sensor Differential Pressure

### **SECTION 3 – EXECUTION**

#### **3.01 GENERAL**

- A. Provide and install in a workmanlike manner, according to the best practices of the trade, all conduit, wiring and devices shown on the drawings or required to complete the installation intended by these specifications.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of electrical and control systems
- C. Power and control wiring shall be located in separate conduits.
- D. Make conduit connections to vibrating equipment using flexible conduit.
- E. Make wiring connections in control panel or in wiring compartment of pre-wired equipment in accordance with manufacturer's instructions. Provide interconnecting wiring where indicated.
- F. Furnish necessary materials, equipment, labor for testing. Any defects disclosed by testing shall be replaced by the Contractor, at its own expense, and the test repeated until functionality is proven.

#### **3.02 CONDUCTOR AND CONDUIT INSTALLATION**

- A. Provide steel supports and hardware for proper installation of hangers, anchors, guides, etc per Section 23 90 00. Coordinate with Mechanical regarding use of piping supports for conduit supports.
- B. For exterior wall penetrations, size pipe sleeves to provide 1/4-inch annular clear space between sleeve, seal space outside of sleeves watertight.
- C. Pull Conductors: Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values. Where necessary, use manufacturer-approved pulling compound or lubricant that will not deteriorate conductor or insulation. Pull using fish tape, cable, rope, and basket-weave cable grips that will not damage cables and raceways. Do not use rope hitches for pulling attachment to cable. If splices are required use standard kits.
- D. Install terminations at ends of conductors and seal multi-conductor cable ends with standard kits.

#### **3.03 FABRICATION AND INSTALLATION OF CONTROL PANELS**



- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

### 3.04 TESTING, INSPECTIONS AND START-UP

- A. Inspect, test and adjust controllers, wiring, components, connections, and equipment installation.
- B. All tests shall be conducted in the presence of the Engineer. The Engineer shall be given one (1) week notice before tests are conducted.
- C. All provided instrumentation, controls, and control panel equipment shall be field tested to demonstrate that it provides the specified functions for controls and interlocks. Provide calibration data for all instrumentation provided.
- D. For the testing conducted, Contractor shall record and submit field reports with the following data for each fan system location (Indicated and Actual Values):
  - 1. Continuity testing for each circuit
  - 2. Feeder description and amperage
  - 3. Insulation Resistance Ohms
  - 4. For each fan motor: checks for proper phase rotation, nameplate and measured voltage and amperage for each phase, starter thermal-protection-element rating.
  - 5. For each control panel: verify functionality
- E. At the successful completion of the electrical and controls system testing the mechanical contractor and Engineer will be conducting operational testing of the systems for a period of (7) days in each building during which the system fan flow rates will be adjusted to collect system data at various operating points to access system operating set-points. During this period the equipment supplied by the Contractor shall be continuously operated without any operational problems. Should any deficiencies be noted, the deficiencies will be corrected by the Contractor at no additional costs to the Owner or Engineer.

**END OF SECTION**



## **ATTACHMENT A**

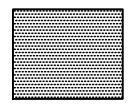


## **ATTACHMENT B**



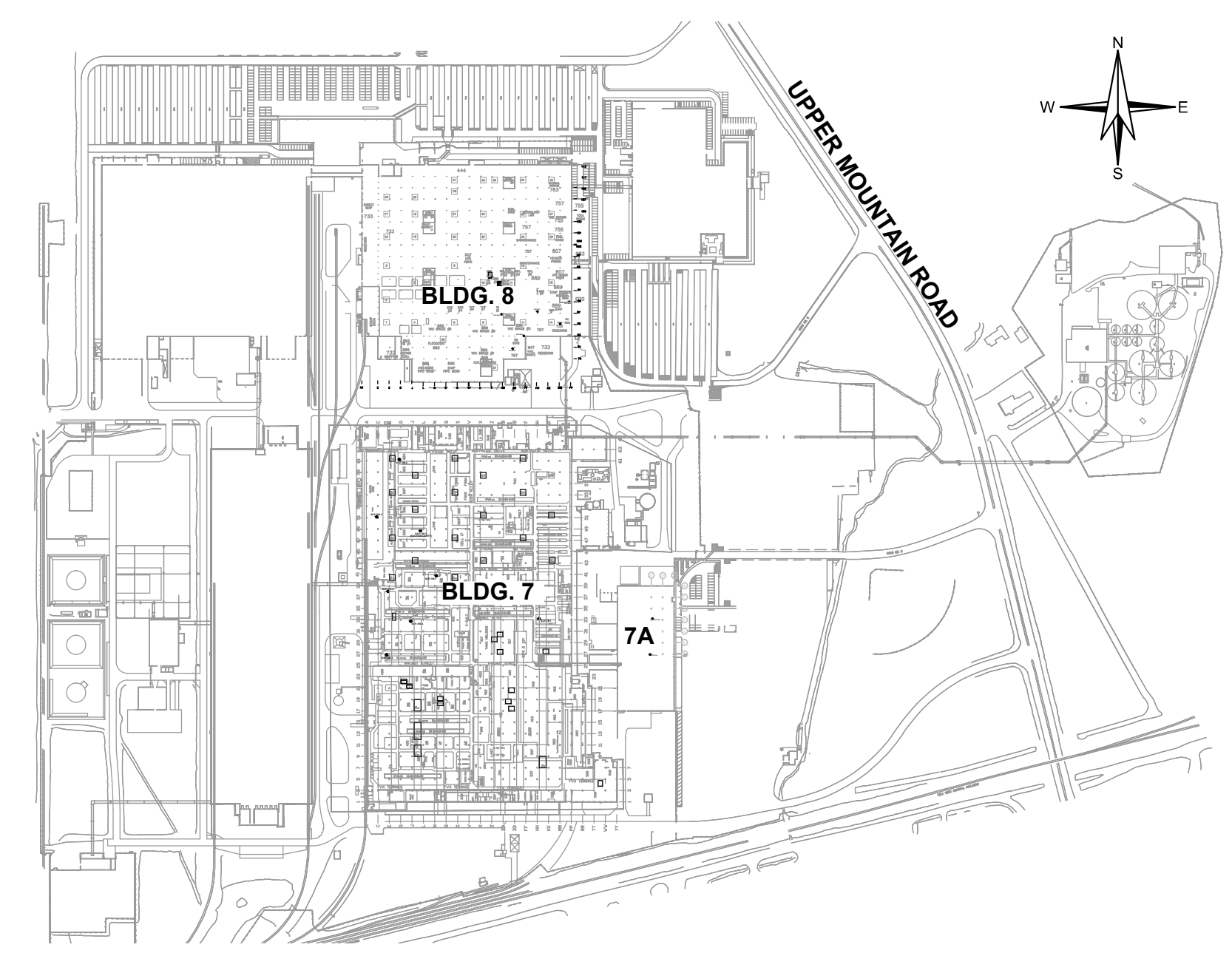


LEGEND:

 DENOTES GENERAL AREAS OF WORK

GENERAL NOTES:

- ALL WORK SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, CODES, REQUIREMENTS AND STANDARDS, AS WELL AS INDUSTRY BASED STANDARDS, INCLUDING REVISIONS TO DATE OF CONTRACT OR REVISIONS TO THE CONTRACT AND ALL PLANT STANDARDS.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, APPURTENANCES, AND SUPERVISION TO COMPLETE THE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND LOCATIONS SHOWN PRIOR TO COMMENCING WORK. ANY CONFLICTS WITH DETAILS AND NOTES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER OR OWNER'S REPRESENTATIVE IN WRITING.
- DETAILS TAKE PRECEDENCE OVER GENERAL DRAWINGS. WHERE NOTES CONFLICT WITH ANY DRAWING, THE MOST RESTRICTIVE SHALL APPLY. WHERE CONFLICTS EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING. NO CHANGES OR ADDITIONS TO THE SCOPE OF WORK DEPICTED HEREIN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- CONTRACTOR SHALL OBTAIN ANY/ALL NECESSARY PERMITS, INCLUDING ELECTRICAL AND PLANT SPECIFIC PERMITS, AND SCHEDULE ANY REQUIRED INSPECTIONS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ANY PERMITS AT THE JOB SITE FOR INSPECTION AND PROVIDE A COPY TO THE ENGINEER PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY UTILITIES DAMAGED BY THE CONTRACTOR, AND PROVIDE AT ITS EXPENSE FOR SERVICE CONTINUATION DURING REPAIRS. DAMAGE TO FACILITY DURING WORK SHALL BE REPAIRED BY CONTRACTOR AT ITS OWN EXPENSE.
- THE CONTRACTOR SHALL MAINTAIN AN ORDERLY AND CLEAN JOB SITE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL CONSTRUCTION RELATED TRASH, DEBRIS, AND EXCESS MATERIALS AT THE END OF EACH WORK SHIFT.
- REFER TO THE PROJECT SPECIFICATIONS.



KEY PLAN

DRAWING INDEX			
DRAWING NO.	SHEET NO.	REV.	DESCRIPTION
T-1	1	B	TITLE SHEET
P-1	2	B	PIPING PLAN - BUILDING 7E AND 7W
P-2	3	B	PIPING PLAN - BUILDING 7A
P-3	4	B	PIPING PLAN - BUILDING 8
M-1	5	B	MECHANICAL & PIPING DETAILS
E-1	6	B	ELECTRICAL & CONTROL DETAILS

**HALEY & ALDRICH**

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Project No.:	36795-027/029
Scale:	AS SHOWN
Date:	23 JANUARY 2013
Autocad File:	36795-SSDS-B (2013-0211).DWG
Drawn By:	PGL
Designed By:	EQL
Checked By:	DJC
Approved By:	EQL
Stamp:	

**NOT FOR CONSTRUCTION**

			7

B	100% CD - ISSUE FOR BID	H&A	02/11/13
A	95% CD - ISSUE FOR REVIEW	H&A	02/01/13
Rev.	Description	By	Date

SUB-SLAB  
DEPRESSURIZATION  
SYSTEM  
GMCH  
LOCKPORT, NEW YORK

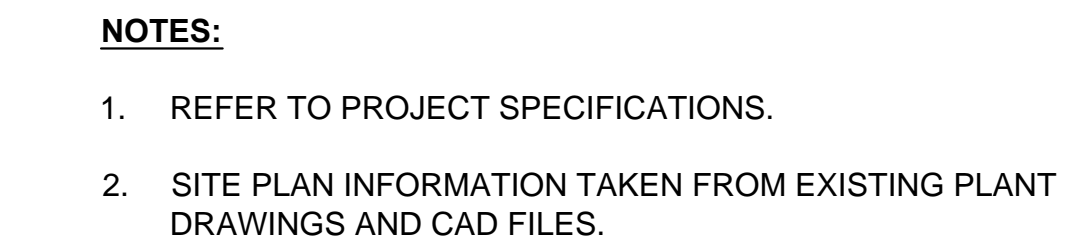
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Sheet: 1 OF 6

**T-1 B**

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Drawing Name: 36795\_GM Lockport CAD/2013-SSDS DESIGN/36795-SSDS-B  
Operator Name: [REDACTED]  
Layout: T-1





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Approved By:	EQL
Stamp:	

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CONSTRUCTION**

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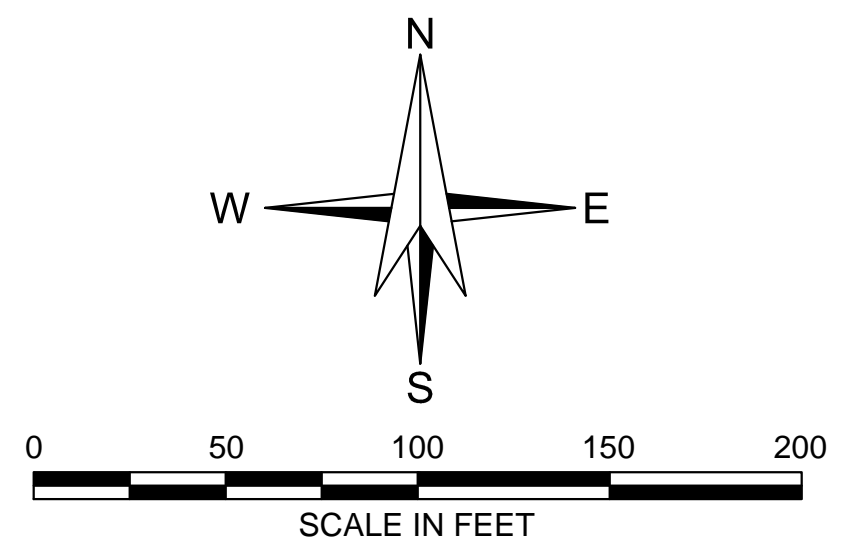
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A	95% CD - ISSUE FOR REVIEW	H&A	02/01/13
Rev.	Description	By	Date

SUB-SLAB  
DEPRESSURIZATION  
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GMCH  
LOCKPORT, NEW YORK

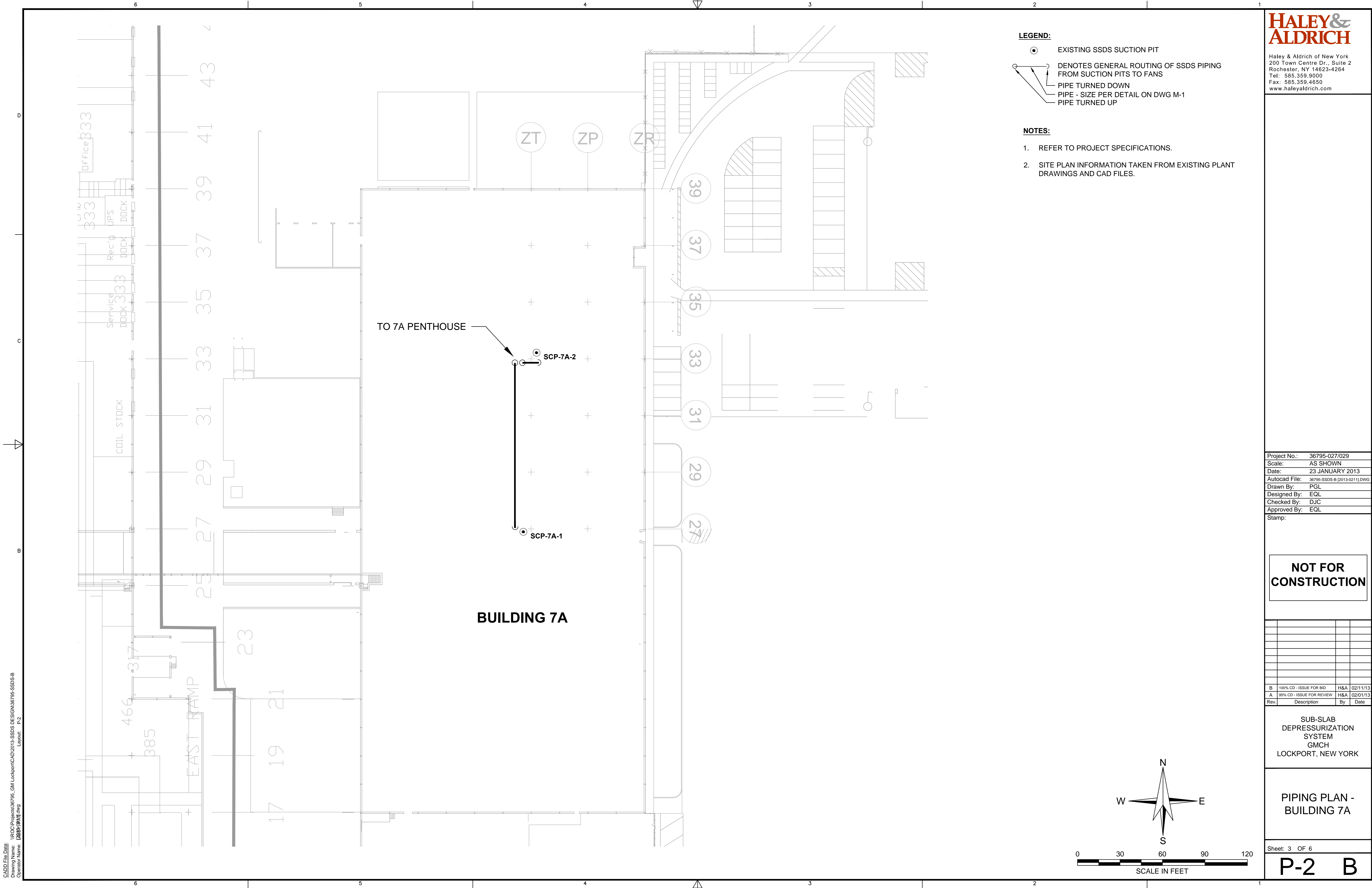
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Sheet: 2 OF 6

P-1 B







**HALEY & ALDRICH**

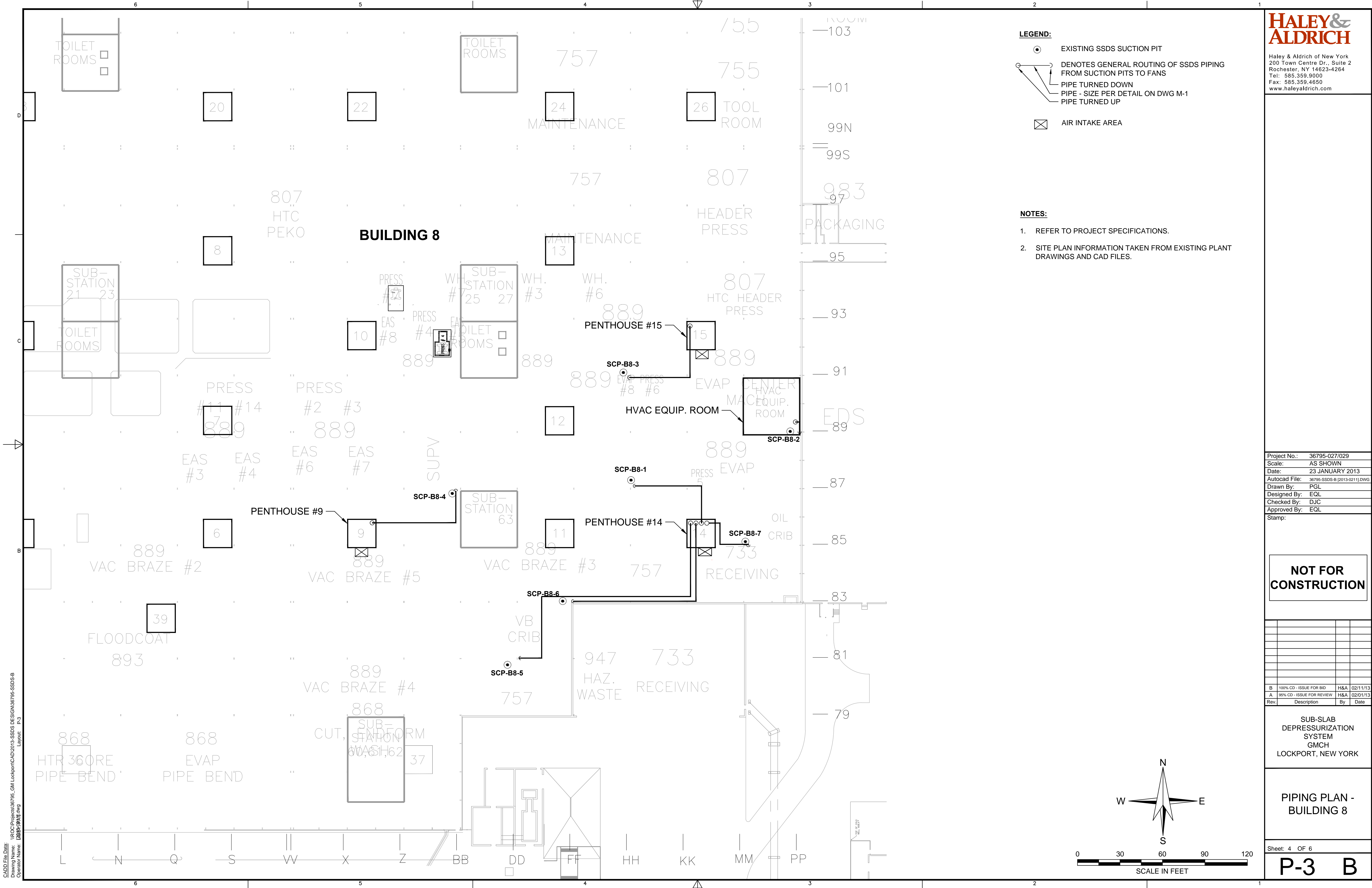
Haley & Aldrich of New York  
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A	95% CD - ISSUE FOR REVIEW	H&A	02/01/13
Rev.	Description	By	Date

SUB-SLAB  
DEPRESSURIZATION  
SYSTEM  
GMCH  
LOCKPORT, NEW YORK





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B	100% CD - ISSUE FOR BID	H&A	02/11/13
A	95% CD - ISSUE FOR REVIEW	H&A	02/01/13
Rev.	Description	By	Date

SUB-SLAB  
DEPRESSURIZATION  
SYSTEM  
GMCH  
LOCKPORT, NEW YORK

PIPING PLAN -  
BUILDING 8

Sheet: 4 OF 6

**P-3 B**



6

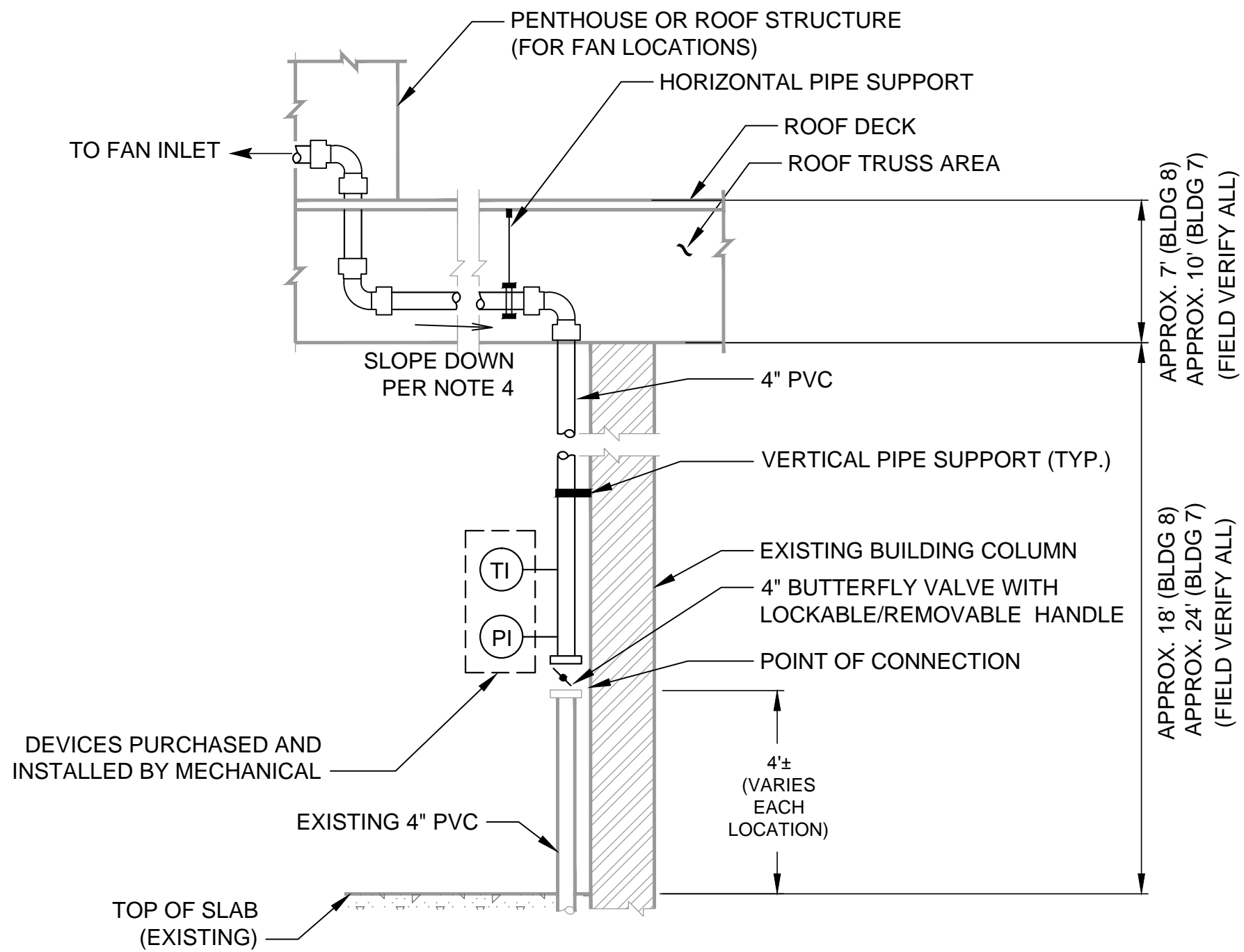
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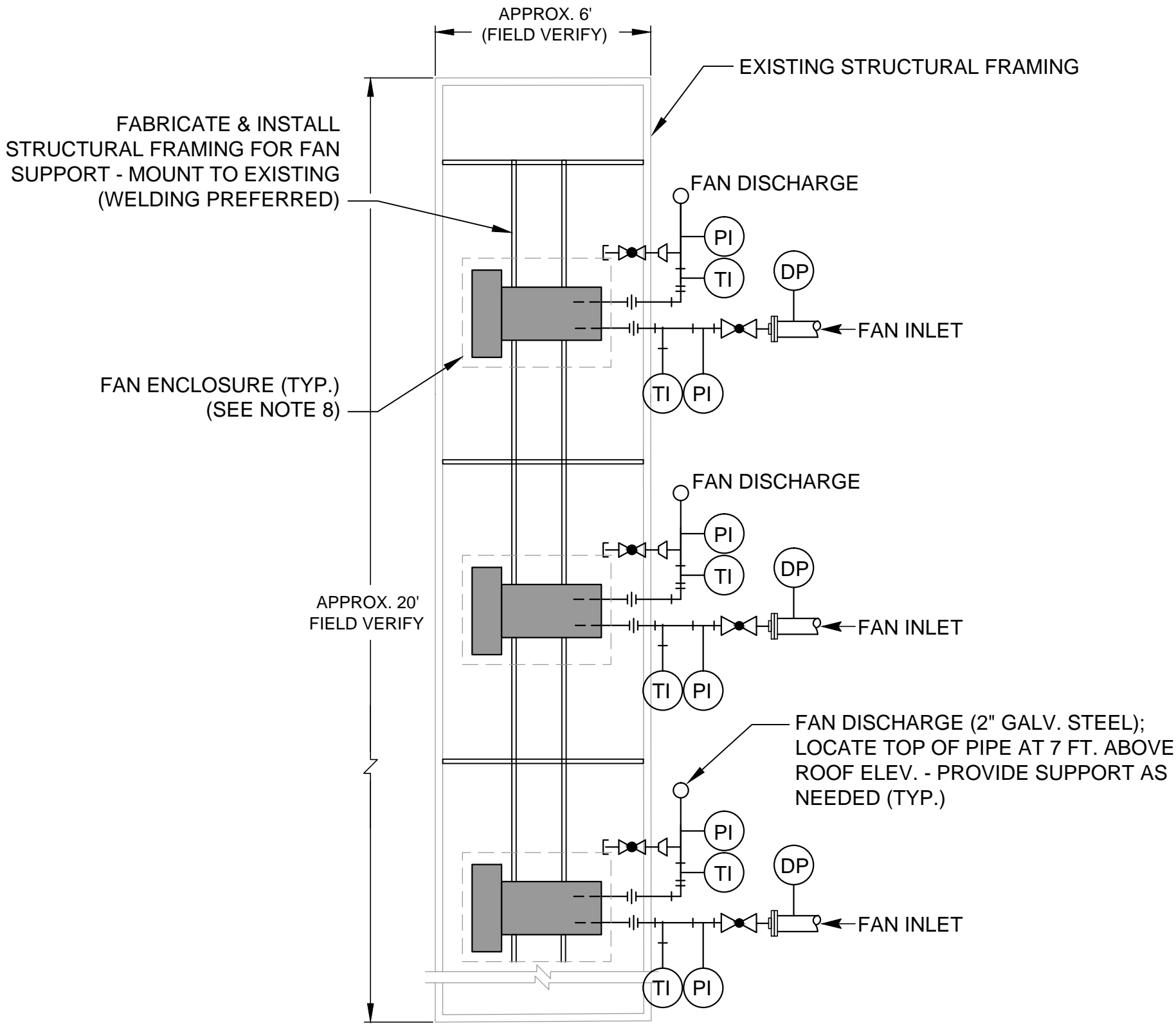
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1



1 **SSDS VERTICAL/ HORIZONTAL PIPING ELEVATION**  
NTS



3 **FAN PIPING - PLAN**  
(FANS 4,5,6 - BLDG 7W)  
NTS

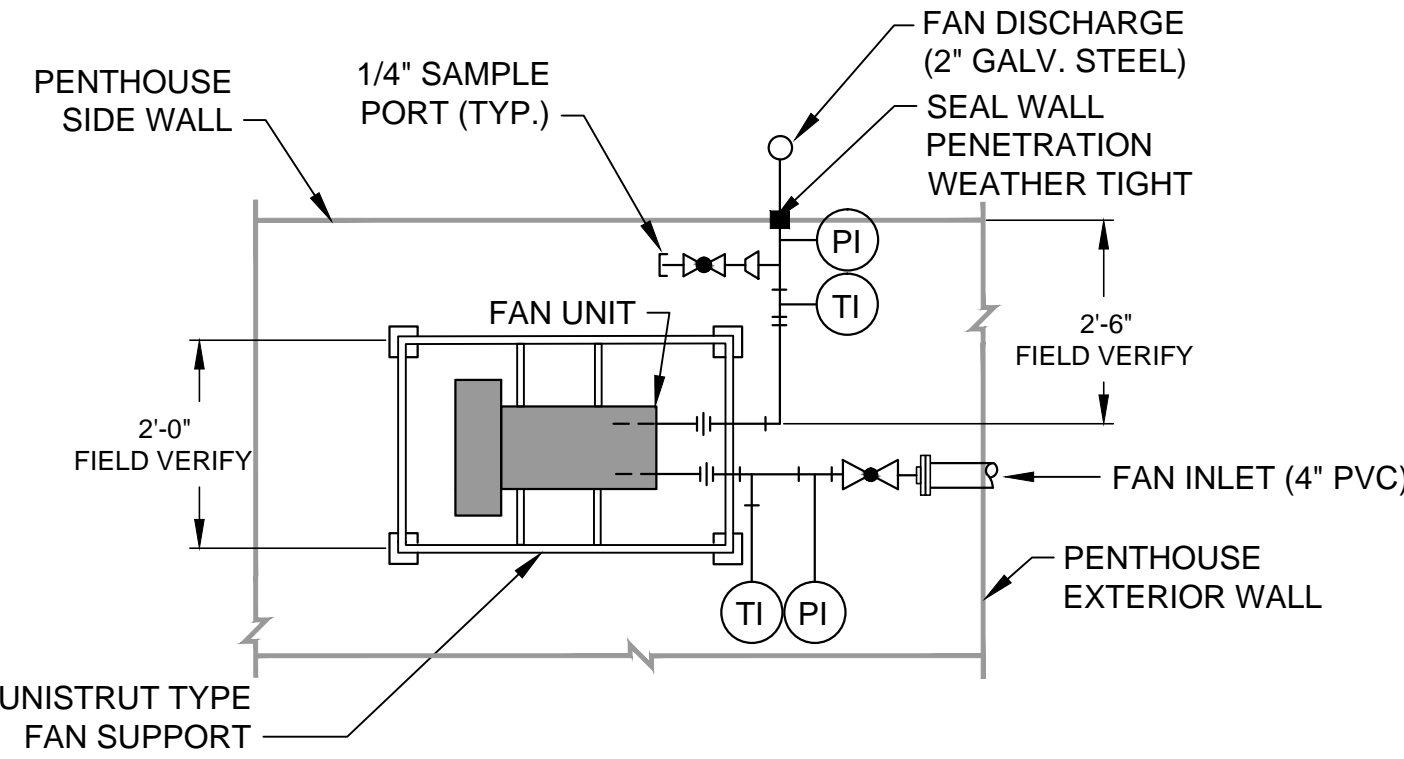
- GENERAL NOTES:
- REFER TO PROJECT SPECIFICATIONS.
  - ALL SYSTEM PIPING SHALL BE LABELED AS "SUB-SLAB DEPRESSURIZATION SYSTEM" AT A MIN. OF 40-FOOT INTERVALS.
  - FAN DISCHARGE POINT SHALL BE A MINIMUM OF 25 FEET AWAY FROM ANY AIR INTAKE TO THE BUILDING.
  - ALL HORIZONTAL PIPING SHALL BE SLOPED A MINIMUM OF  $\frac{1}{8}$  INCH PER 1 FOOT TO PERMIT DRAINAGE BACK TO THE SUCTION PIT. NO TRAPS ARE ALLOWED.
  - PIPE FITTINGS AND CONNECTIONS ARE TO BE AIR TIGHT. PRESSURE TEST FOR TIGHTNESS PER MECHANICAL SPECIFICATION.
  - PIPES SHALL BE FASTENED TO THE STRUCTURE OF THE BUILDING WITH HANGERS, STRAPPING OR OTHER SUPPORTS THAT WILL ADEQUATELY SECURE THE MATERIAL. SUPPORTING PIPES USING EXISTING PIPING IS NOT ALLOWED.
  - PIPES SHALL NOT BLOCK ACCESS TO ANY AREAS REQUIRING MAINTENANCE OR INSPECTION.
  - INSTALL ALL GAUGES/VALVES INSIDE FAN ENCLOSURES; PROVIDE FAN IDENTIFICATION ON EACH.

LEGEND:

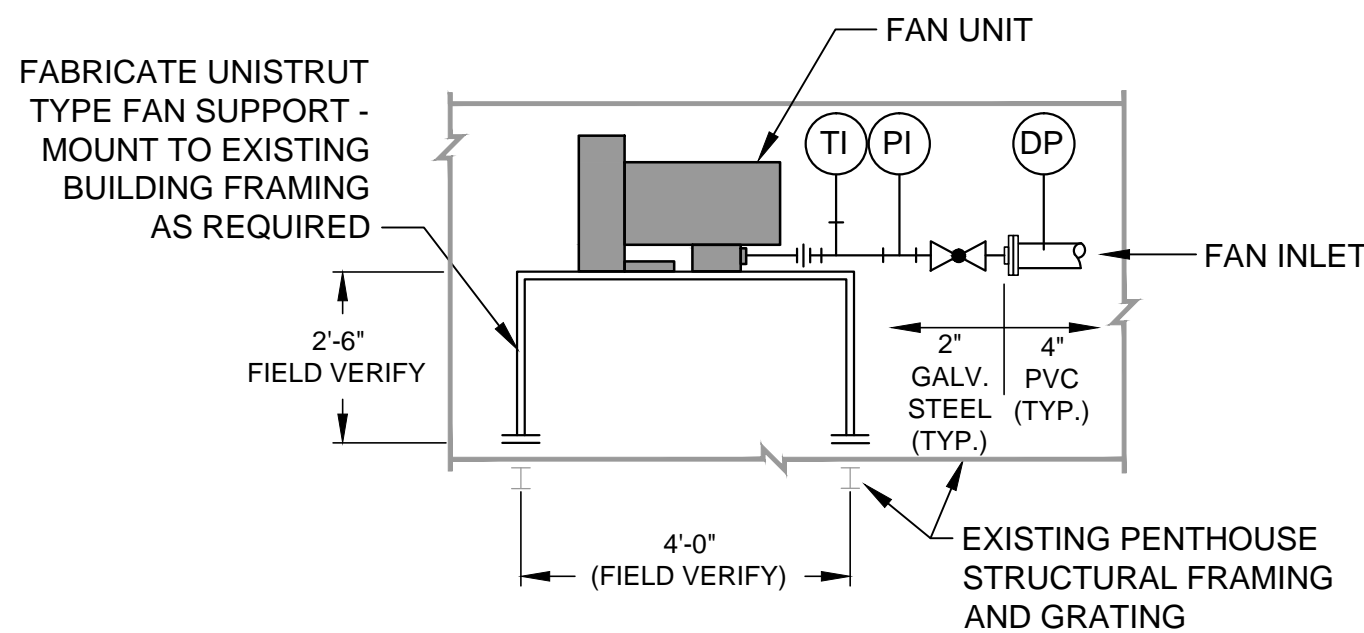
- ↔●↔ BALL VALVE  
↔/↔ BUTTERFLY VALVE  
↔|↔ FLANGE  
↔◁↔ 2" X 1/4" REDUCER  
↔=↔ PIPE UNION

ABBREVIATIONS:

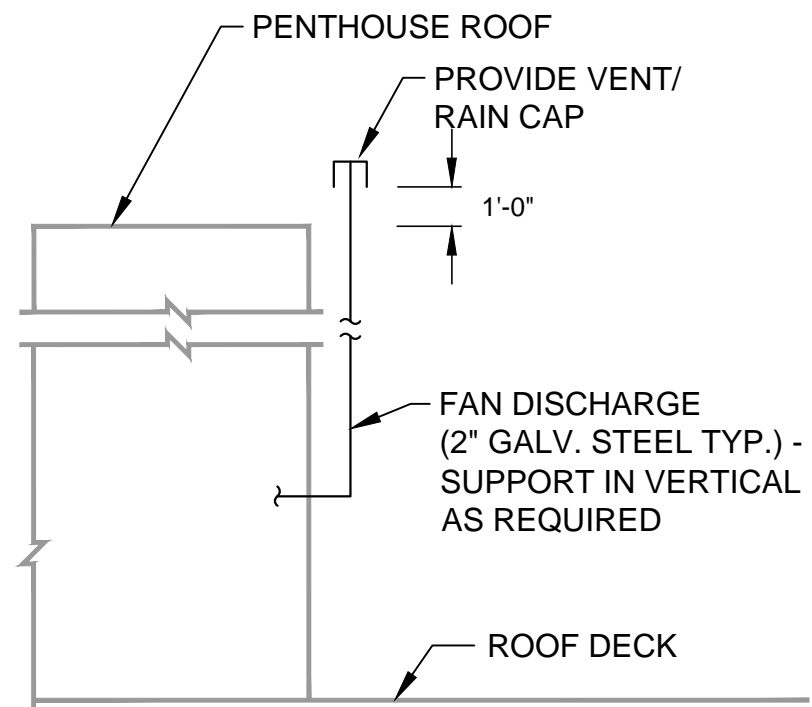
- PI PRESSURE INDICATOR  
TI TEMPERATURE INDICATOR  
DP DIFFERENTIAL PRESSURE FLOW SENSOR



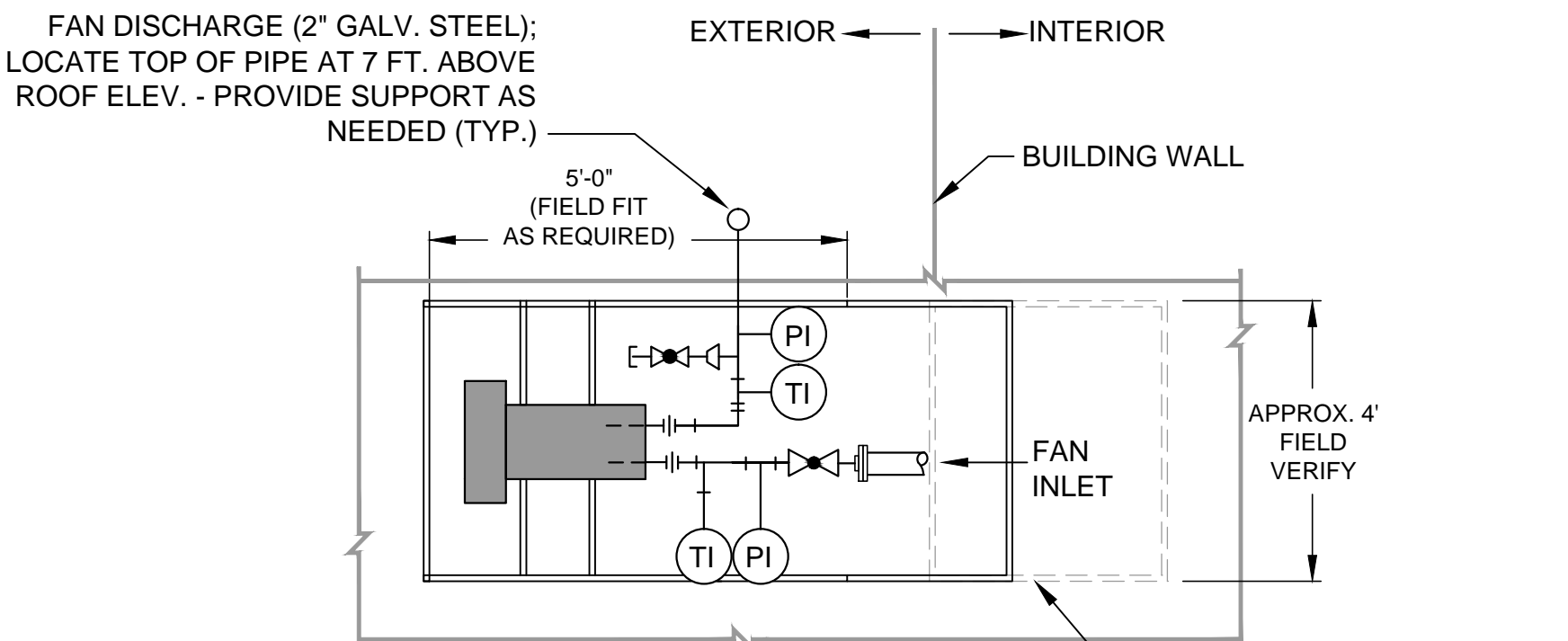
2A **TYP. FAN PIPING - PLAN**  
(PENTHOUSE LOCATIONS)  
NTS



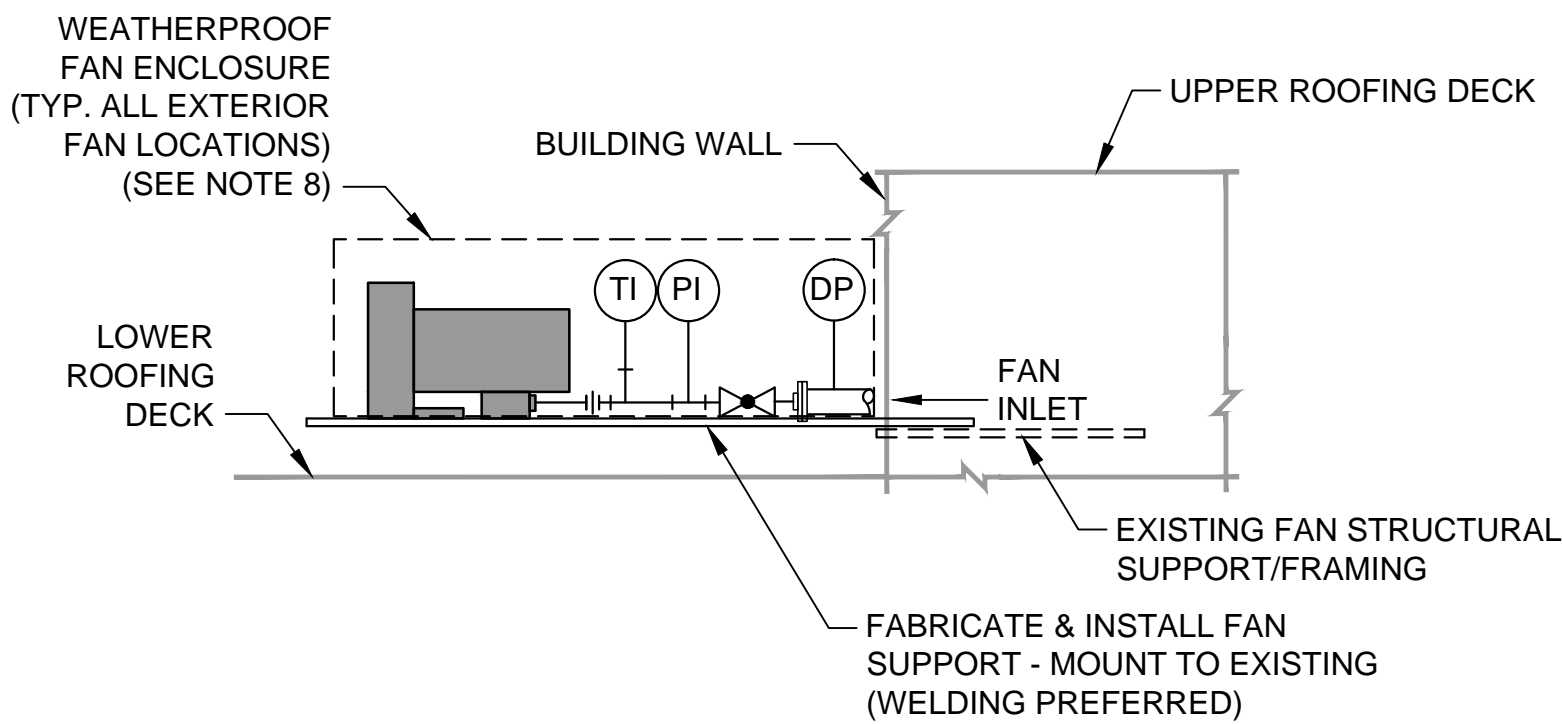
2B **TYP. FAN PIPING - ELEVATION**  
(PENTHOUSE LOCATIONS)  
NTS



2C **TYP. FAN DISCHARGE - ELEVATION**  
(PENTHOUSE LOCATIONS)  
NTS



4A **FAN PIPING - PLAN**  
(FAN 1 - BLDG 7E)  
NTS



4B **FAN PIPING - ELEVATION**  
(FAN 1 - BLDG 7E)  
NTS

**HALEY & ALDRICH**

Haley & Aldrich of New York  
200 Town Centre Dr., Suite 2  
Rochester, NY 14623-4264  
Tel: 585.359.9000  
Fax: 585.359.4650  
www.haleyaldrich.com

Project No.: 36795-027/029  
Scale: AS SHOWN  
Date: 23 JANUARY 2013  
Autocad File: 36795-SSDS-B (2013-0211).DWG  
Drawn By: PGL  
Designed By: EQL  
Checked By: DJC  
Approved By: EQL  
Stamp:

**NOT FOR CONSTRUCTION**

B	100% CD - ISSUE FOR BID	H&A	02/11/13
A	95% CD - ISSUE FOR REVIEW	H&A	02/01/13
Rev.	Description	By	Date

SUB-SLAB  
DEPRESSURIZATION  
SYSTEM  
GMCH  
LOCKPORT, NEW YORK

**MECHANICAL & PIPING DETAILS**

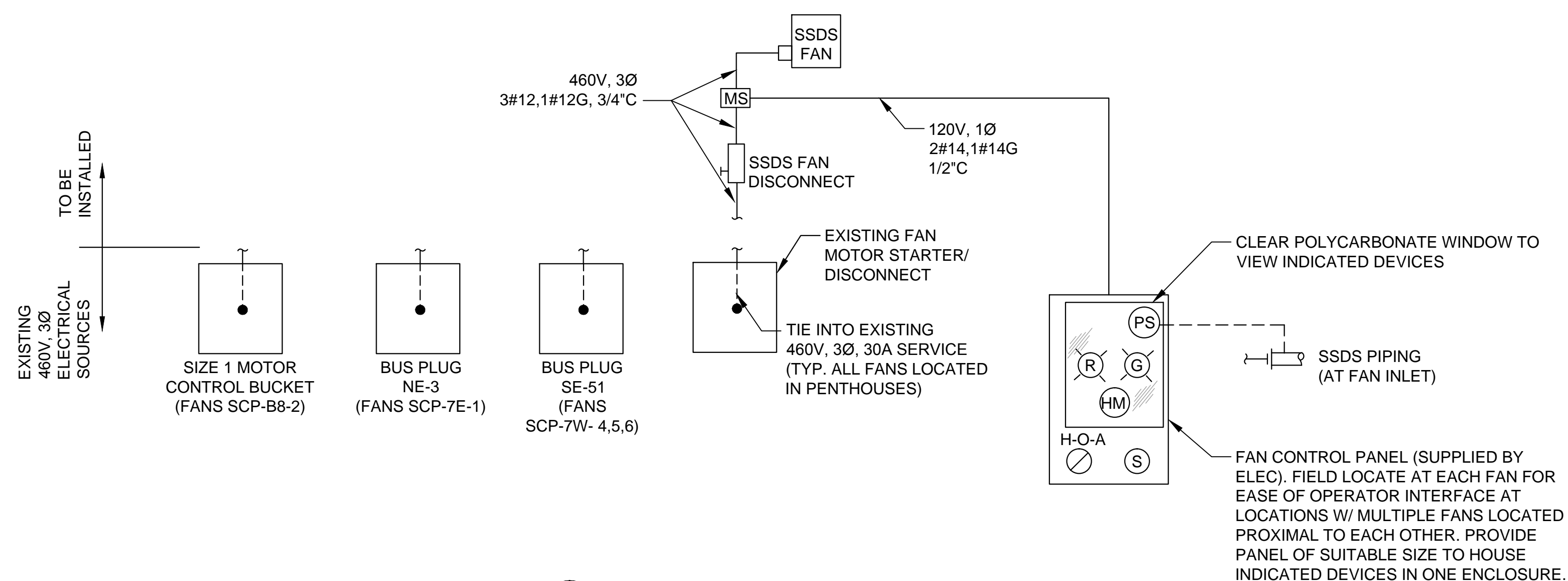
Sheet: 5 OF 6

**M-1 B**

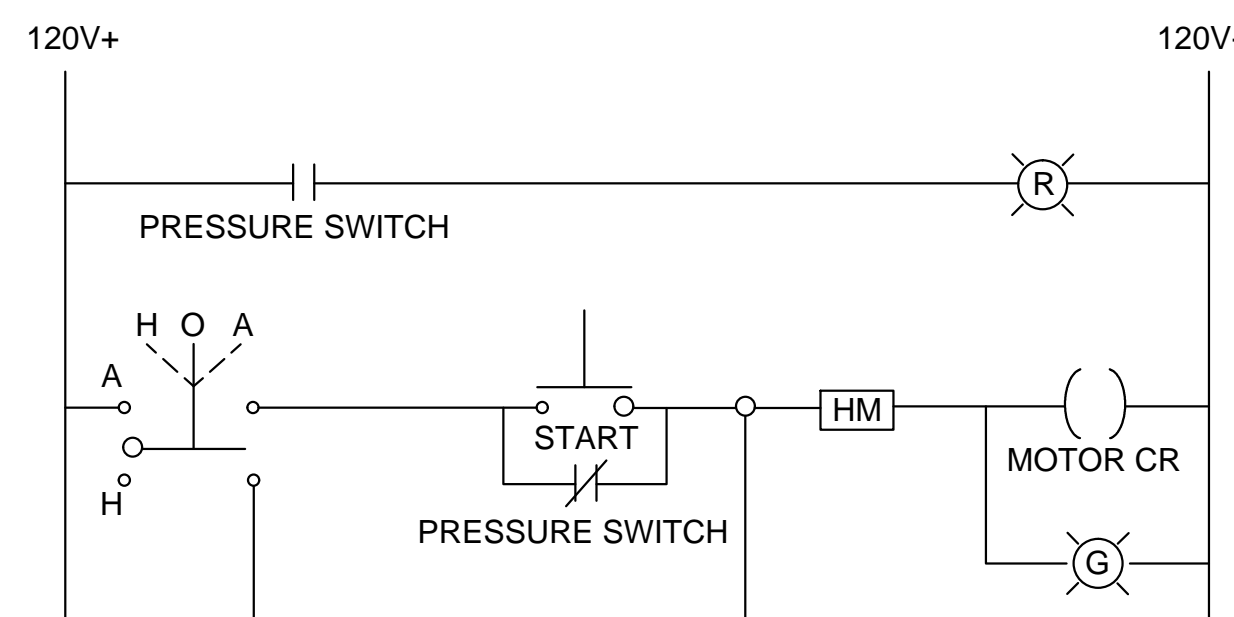


ELECTRICAL AND CONTROL NOTES:

1. REFER TO PROJECT SPECIFICATIONS.
2. ONE FUSABLE DISCONNECT FOR EACH FAN SHALL BE INSTALLED IN THE SYSTEM SUB-SLAB VENT FAN CIRCUITS TO PERMIT DEACTIVATION OF THE FAN FOR MAINTENANCE OR REPAIR.
3. ACTIVATION RANGE OF PRESSURE SWITCHES INDICATING FAN OPERATIONS SHALL BE ADJUSTED AFTER FIELD TESTING OF THE SYSTEM.



1 **SSDS FAN - ELECTRICAL ONE LINE DIAGRAM**  
NTS (TYP. EACH FAN/PIT)



2 **SSDS FAN - CONTROL CIRCUIT DIAGRAM**  
NTS  
(TYP. EACH FAN/PIT)

LEGEND:

 RED INDICATOR LIGHT

 GREEN INDICATOR LIGHT

(S) PUSH BUTTON START

HM HOUR METER

H-O-A      HAND-OFF-AUTO SWITCH

PS PRESSURE SWITCH

S            PUSH BUTTON START

MS MOTOR STARTER

Project No.:	36795-027/029
Scale:	AS SHOWN
Date:	23 JANUARY 2013
Autocad File:	36795-SSDS-B [2013-0211].DWG
Drawn By:	PGL
Designed By:	EQL
Checked By:	DJC
Approved By:	EQL

Stamp:

**NOT FOR  
CONSTRUCTION**

B	100% CD - ISSUE FOR BID	H&A	02/11/13
A	95% CD - ISSUE FOR REVIEW	H&A	02/01/13
Rev.	Description	By	Date

SUB-SLAB  
DEPRESSURIZATION  
SYSTEM  
GMCH  
LOCKPORT, NEW YORK

## ELECTRICAL & CONTROL DETAILS

Sheet: 6 OF 6

E-1	B
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## **ATTACHMENT C**



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
BROWNFIELD CLEANUP PROGRAM  
ECL 27-1401 *et seq.*

In the Matter a Remedial Program for

**BROWNFIELD SITE  
CLEANUP AGREEMENT  
Index #: C932138-03-10**

**GM Components Holdings, LLC Building 7**

DEC Site #: C932138

Located at: 200 UPPER MOUNTAIN ROAD  
Niagara County

Hereinafter referred to as "Site"

by:

GM COMPONENTS HOLDINGS, LLC  
200 Upper Mountain Road, Lockport, NY 14094

Hereinafter referred to as "Applicant"

**WHEREAS**, the Department of Environmental Conservation (the "Department") is authorized to administer the Brownfield Cleanup Program contained in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

**WHEREAS**, the Applicant submitted an application received by the Department on January 19, 2010; and

**WHEREAS**, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

**NOW, THEREFORE**, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

Applicant Status

The Applicant, GM Components Holdings, LLC, is participating in the BCP as a Participant as defined in ECL 27-1405(1)(a).

**II. Real Property**

The Site subject to this agreement is as follows:

Subject Property Description (A Map of the Site is attached as Exhibit "A")		
Tax Map/Parcel #	Street Number	Owner
108.13-1-1	200 Upper Mountain Road, Lockport	GM Components Holdings, LLC
Approximate Total Acreage: 31.00		

**III. Payment of State Costs**

Invoices shall be sent to Applicant at the following address:



GM Components Holdings, LLC  
Attn: William J. McFarland  
200 Upper Mountain Road,  
Lockport, NY 14094  
[william.j.mcfarland@gm.com](mailto:william.j.mcfarland@gm.com)

In addition to the requirement to pay future state costs as set forth in Appendix "A", within forty-five (45) Days after the effective date of this Agreement, Applicant shall pay to the Department the sum set forth on Exhibit "B", which shall represent reimbursement for past State Costs incurred prior to the effective date of this Agreement. Applicant acknowledges that all past State Costs are not itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Agreement.

#### IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Glenn May  
Department of Environmental Conservation  
Division of Environmental Remediation  
270 Michigan Ave  
Buffalo, NY 14203-2999  
[gmmay@gw.dec.state.ny.us](mailto:gmmay@gw.dec.state.ny.us)

Note: three hard copies (one unbound) of work plans and reports are required, as well as one electronic copy.

Gary Litwin  
Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Flanigan Square  
547 River Street  
Troy, NY 12180-2216  
[gal09@health.state.ny.us](mailto:gal09@health.state.ny.us)

Note: one bound copy of work plans and reports is required, as well as one electronic copy.

Maura Desmond, Esq. (correspondence only)  
New York State Department of Environmental Conservation  
Office of General Counsel  
270 Michigan Avenue  
Buffalo, NY 14203  
[mcdesmon@gw.dec.state.ny.us](mailto:mcdesmon@gw.dec.state.ny.us)

2. Communication from the Department to Applicant shall be sent to:



GM Components Holdings, LLC  
Attn: William J. McFarland  
200 Upper Mountain Road  
Lockport, NY 14094  
[william.j.mcfarland@gm.com](mailto:william.j.mcfarland@gm.com)

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses listed in this paragraph or in Paragraph I.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED:

ALEXANDER B. GRANNIS  
COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

\_\_\_\_\_  
Dale A. Desnoyers, Director  
Division of Environmental Remediation



### CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

GM COMPONENTS HOLDINGS, LLC

By: \_\_\_\_\_

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

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

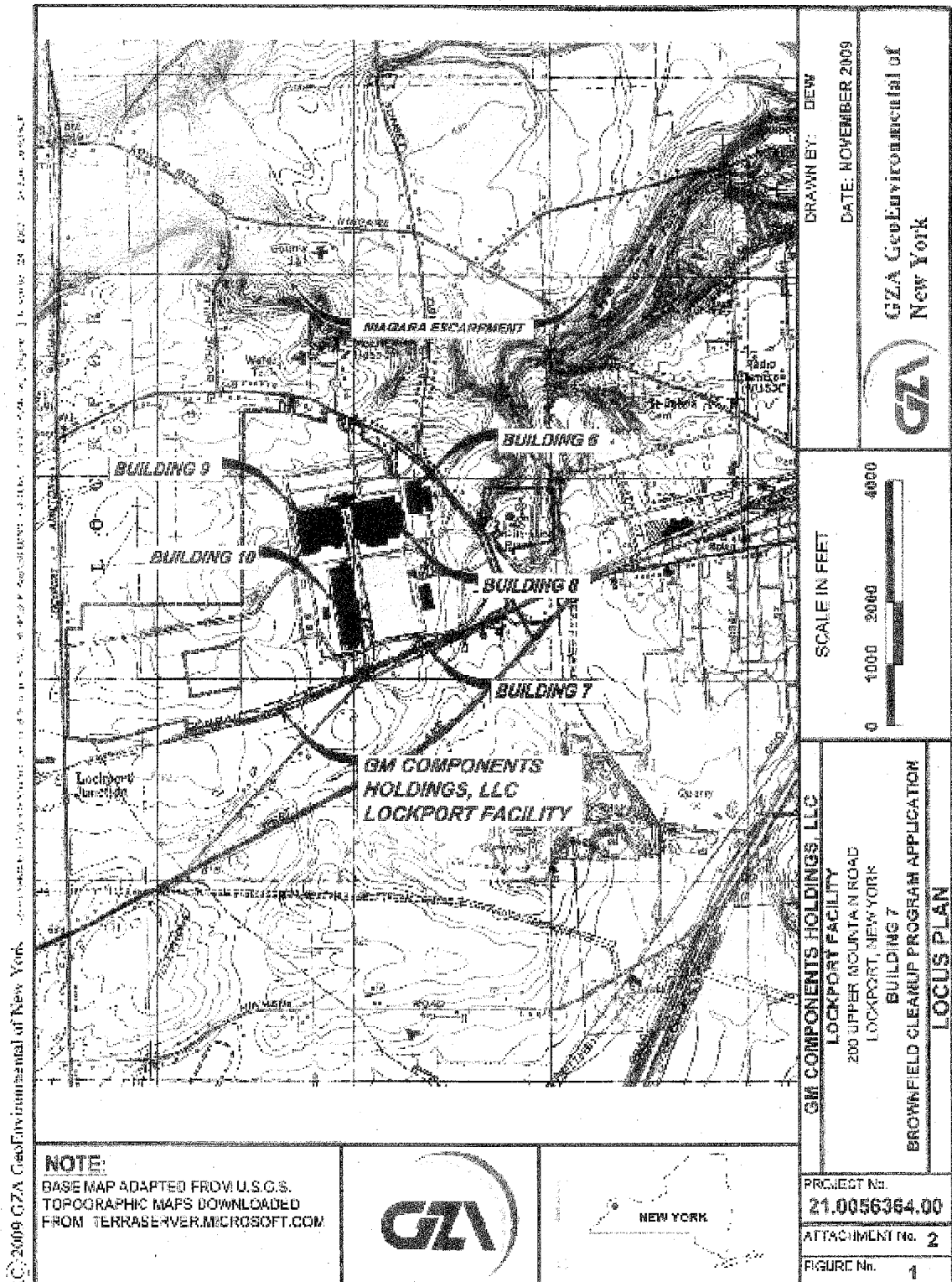
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual  
taking acknowledgment



# EXHIBIT A SITE MAP





**EXHIBIT B  
PAST COSTS**

**EXHIBIT I**

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DIVISION OF  
ENVIRONMENTAL REIV1EDIATION BUREAU OF PROGRAM MANAGEMENT  
COST SUMMARY**

SITE NAME: DELPHI LOCKPORT BUILDING 7  
SITE NO.: C932138

COST CATEGORY	AMOUNTS
DIRECT PERSONAL SERVICES	\$1,391.85
FRINGE	\$652.06
INDIRECT	<u>\$683.67</u>
<i>PERSONAL SERVICES SUBTOTAL</i>	\$2,727.58
CONTRACTUAL	\$0.00
TRAVEL	\$0.00
OTHER NPS	<u>\$0.00</u>
<i>NON-PERSONAL SERVICES SUBTOTAL</i>	\$0.00
DEC TOTAL	\$2,727.58
DOH PS AND NPS SUBTOTAL	N/A
MINUS DOH CREDIT FROM PREVIOUS BILL (IF APPLICABLE)	N/A
DOH TOTAL	\$0.00
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	<u>N/A</u>
<i>DEC &amp;DOH TOTAL</i>	\$2,727.58
COST CAP (IF APPLICABLE)	<u>N/A</u>
GRAND TOTAL	\$2,727.58



## APPENDIX A

### STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "the BCA" or "the Agreement" or "this Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (hereinafter "Department").

#### I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of ECL §27-1417 and 6 NYCRR sections 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

#### II. Development, Performance, and Reporting of Work Plans

##### A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR 375-1.6(a), 375-3.6, and 375-6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and emanating from such Site;
2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for contamination within the boundaries of the Site and contamination that has emanated from such Site;
3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or
4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

##### B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as necessary

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

- i) Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein.

- ii) If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR 375-1.6(d)(3) shall apply.

- iii) If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

4. During all field activities conducted under a Department-approved Work Plan, Applicant shall have on-Site a representative who is qualified to supervise the activities undertaken in accordance with the provisions of 6 NYCRR 375-1.6(a)(3).

##### C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in



accordance with ECL § 27-1411(1) and 6 NYCRR section 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL § 27-1419(1) and (2) and 6 NYCRR section 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR sections 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

#### D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law.

#### E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site

whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph or if either party concludes that a mutually acceptable Work Plan under this Subparagraph cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII.

#### F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR 375-1.8(h)(3) and 375-3.8(h)(2).

#### III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event as described at 6 NYCRR 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.



#### IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

#### V. Payment of State Costs

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR 375-1.5 (b)(3)(i). Failure to timely pay any invoice will be subject to late payment charge and interest at a rate of 9% from the date the payment is due until the date the payment is made.

B. Costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law

C. Each such payment shall be made payable to the New York State Department of Environmental Conservation and shall be sent to:

Director, Bureau of Program Management  
Division of Environmental Remediation  
New York State Department of Environmental  
Conservation  
625 Broadway  
Albany, New York 12233-7012

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or

the Department may commence an enforcement action for non-compliance with ECL §27-1423 and ECL 71-4003.

#### VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR 375-1.9 and 375-3.9.

#### VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

#### VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.



#### IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL §27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

#### X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within thirty (30) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) Day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

#### XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope

and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

#### XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph III of the Agreement.

#### XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to this Agreement.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

#### XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, VII.B, and VIII, shall be null and void *ab initio* fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void *ab initio*, and the Department shall reserve all rights that it may have under law.



H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL §27-1421(6) and 6 NYCRR 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement represent payment for or reimbursement of State costs, and shall not be deemed to constitute any type of fine or penalty.

M. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.



## **ATTACHMENT D**



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
BROWNFIELD CLEANUP PROGRAM  
ECL 27-1401 *et seq.*

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In the Matter a Remedial Program for

**BROWNFIELD SITE  
CLEANUP AGREEMENT  
Index #: C932139-03-10**

**GM Components Holdings, LLC Building 8**

DEC Site #: C932139

Located at: 200 UPPER MOUNTAIN ROAD  
Niagara County

Hereinafter referred to as "Site"

by:

GM COMPONENTS HOLDINGS, LLC  
200 Upper Mountain Road, Lockport, NY 14094

Hereinafter referred to as "Applicant"

---

**WHEREAS**, the Department of Environmental Conservation (the "Department") is authorized to administer the Brownfield Cleanup Program contained in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

**WHEREAS**, the Applicant submitted an application received by the Department on January 19, 2010; and

**WHEREAS**, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

**NOW, THEREFORE**, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

**Applicant Status**

The Applicant, GM Components Holdings, LLC, is participating in the BCP as a Participant as defined in ECL 27-1405(1)(a).

II. **Real Property**

The Site subject to this agreement is as follows:

<b>Subject Property Description (A Map of the Site is attached as Exhibit "A")</b>		
<b>Tax Map/Parcel #</b>	<b>Street Number</b>	<b>Owner</b>
108.13-1-1	200 Upper Mountain Road, Lockport	GM Components Holdings, LLC
Approximate Total Acreage: 13.10		

III. **Payment of State Costs**

Invoices shall be sent to Applicant at the following address:



GM Components Holdings, LLC  
Attn: William J. McFarland  
200 Upper Mountain Road,  
Lockport, NY 14094  
[william.j.mcfarland@gm.com](mailto:william.j.mcfarland@gm.com)

In addition to the requirement to pay future state costs as set forth in Appendix "A", within forty-five (45) Days after the effective date of this Agreement, Applicant shall pay to the Department the sum set forth on Exhibit "B", which shall represent reimbursement for past State Costs incurred prior to the effective date of this Agreement. Applicant acknowledges that all past State Costs are not itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Agreement.

#### IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Glenn May  
Department of Environmental Conservation  
Division of Environmental Remediation  
270 Michigan Ave  
Buffalo, NY 14203-2999  
[gmmay@gw.dec.state.ny.us](mailto:gmmay@gw.dec.state.ny.us)

Note: three hard copies (one unbound) of work plans and reports are required, as well as one electronic copy.

Gary Litwin  
Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Flanigan Square  
547 River Street  
Troy, NY 12180-2216  
[gal09@health.state.ny.us](mailto:gal09@health.state.ny.us)

Note: one bound copy of work plans and reports is required, as well as one electronic copy.

Maura Desmond, Esq. (correspondence only)  
New York State Department of Environmental Conservation  
Office of General Counsel  
270 Michigan Avenue  
Buffalo, NY 14203  
[mcdesmon@gw.dec.state.ny.us](mailto:mcdesmon@gw.dec.state.ny.us)

2. Communication from the Department to Applicant shall be sent to:



GM Components Holdings, LLC  
Attn: William J. McFarland  
200 Upper Mountain Road  
Lockport, NY 14094  
[william.j.mcfarland@gm.com](mailto:william.j.mcfarland@gm.com)

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses listed in this paragraph or in Paragraph I.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED:

ALEXANDER B. GRANNIS  
COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

\_\_\_\_\_  
Dale A. Desnoyers, Director  
Division of Environmental Remediation



CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

GM COMPONENTS HOLDINGS, LLC

By: \_\_\_\_\_

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

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

STATE OF NEW YORK )

) ss:

COUNTY OF )

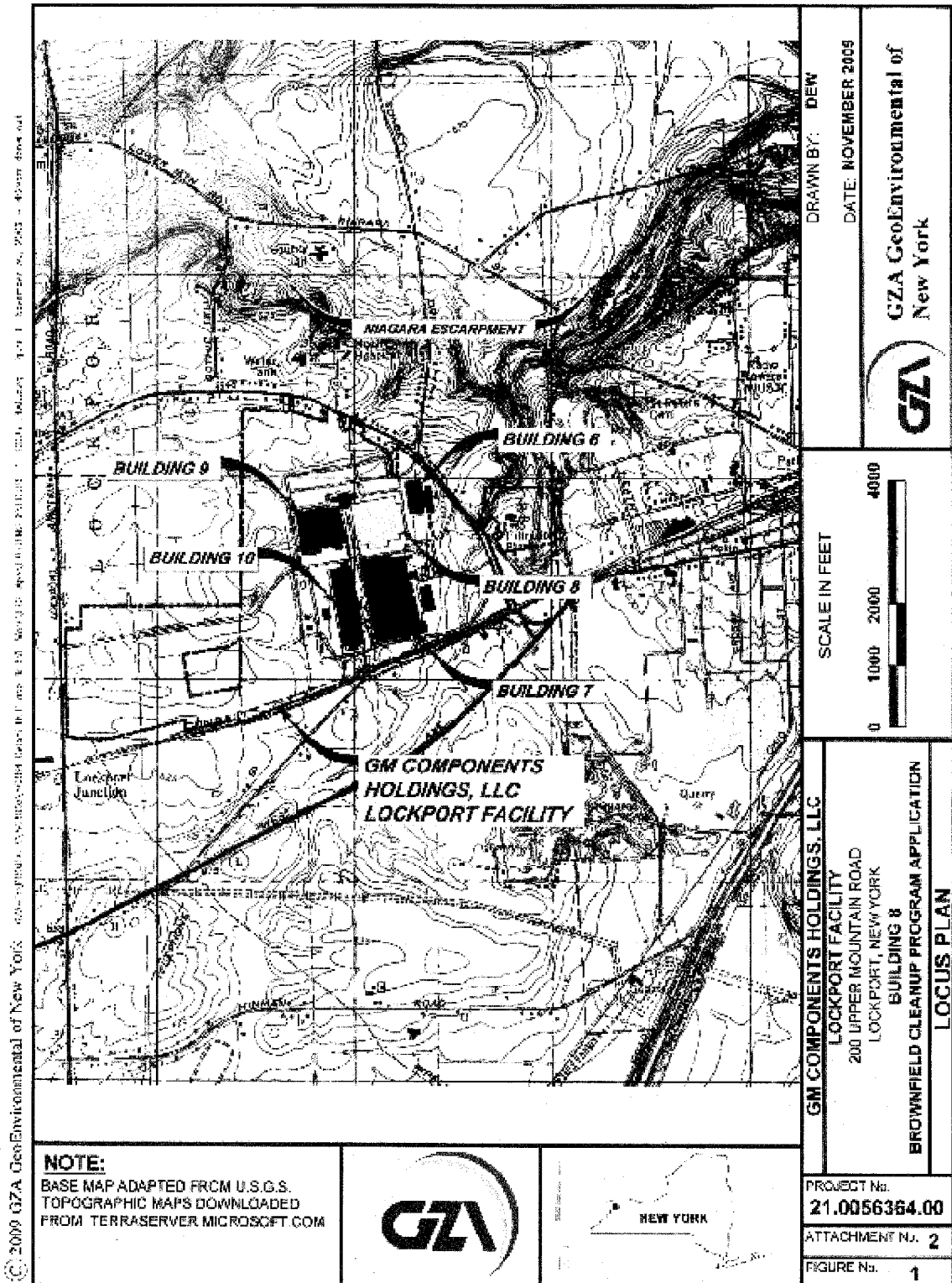
On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ , before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment



# EXHIBIT A

## SITE MAP





**EXHIBIT B  
PAST COSTS**

**EXHIBIT I  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DIVISION OF  
ENVIRONMENTAL REMEDIATION BUREAU OF PROGRAM MANAGEMENT  
COST SUMMARY**

SITE NAME: DELPHI LOCKPORT BUILDING 8  
SITE NO.: C932139

COST CATEGORY	AMOUNTS
DIRECT PERSONAL SERVICES	\$975.69
FRINGE	\$458.17
INDIRECT	<u>\$481.50</u>
<i>PERSONAL SERVICES SUBTOTAL</i>	\$1,915.36
CONTRACTUAL	\$0.00
TRAVEL	\$0.00
OTHER NPS	\$0.00
NON-PERSONAL SERVICES SUBTOTAL	<u>\$0.00</u>
DEC TOTAL	\$1,915.36
DOH PS AND NPS SUBTOTAL	N/A
MINUS DOH CREDIT FROM PREVIOUS BILL (IF APPLICABLE)	N/A
DOH TOTAL	\$0.00
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	<u>N/A</u>
<i>DEC &amp; DOH TOTAL</i>	\$1,915.36
COST CAP (IF APPLICABLE) .	<u>N/A</u>
GRAND TOTAL	<b>\$1,915.36</b>



## APPENDIX A

### STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "the BCA" or "the Agreement" or "this Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (hereinafter "Department").

#### I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of ECL §27-1417 and 6 NYCRR sections 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

#### II. Development, Performance, and Reporting of Work Plans

##### A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR 375-1.6(a), 375 3.6, and 375-6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and emanating from such Site;
2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for contamination within the boundaries of the Site and contamination that has emanated from such Site;
3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or
4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.
5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

#### B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as necessary

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i) Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein.

ii) If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR 375-1.6(d)(3) shall apply.

iii) If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

4. During all field activities conducted under a Department-approved Work Plan, Applicant shall have on-Site a representative who is qualified to supervise the activities undertaken in accordance with the provisions of 6 NYCRR 375-1.6(a)(3).

#### C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in



accordance with ECL § 27-1411(1) and 6 NYCRR section 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL § 27-1419(1) and (2) and 6 NYCRR section 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR sections 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

#### D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law.

#### E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site

whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph or if either party concludes that a mutually acceptable Work Plan under this Subparagraph cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII.

#### F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR 375-1.8(h)(3) and 375-3.8(h)(2).

### III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event as described at 6 NYCRR 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.



#### IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

#### V. Payment of State Costs

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR 375-1.5 (b)(3)(i). Failure to timely pay any invoice will be subject to late payment charge and interest at a rate of 9% from the date the payment is due until the date the payment is made.

B. Costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law

C. Each such payment shall be made payable to the New York State Department of Environmental Conservation and shall be sent to:

Director, Bureau of Program Management  
Division of Environmental Remediation  
New York State Department of Environmental  
Conservation  
625 Broadway  
Albany, New York 12233-7012

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or

the Department may commence an enforcement action for non-compliance with ECL §27-1423 and ECL 71-4003.

#### VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR 375-1.9 and 375-3.9.

#### VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

#### VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.



#### IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL §27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

#### X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within thirty (30) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) Day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

#### XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope

and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

#### XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph III of the Agreement.

#### XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to this Agreement.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

#### XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, VII.B, and VIII, shall be null and void *ab initio* fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void *ab initio*, and the Department shall reserve all rights that it may have under law.



H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL §27-1421(6) and 6 NYCRR 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement represent payment for or reimbursement of State costs, and shall not be deemed to constitute any type of fine or penalty.

M. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.