BATAVIA IRON & METAL CO, INC.
REMEDIAL ACTION

301 Bank Street, Batavia, New York
Site Number 819018

JULY 2022
ADDENDUM NUMBER 1
TO CONTRACT D011945

Prepared by:

MACTEC Engineering and Geology P.C.
and
New York State Department of Environmental Conservation
Division of Environmental Remediation

7/26/22

ADDENDUM NUMBER 1
TO THE JULY 2022 CONTRAT DOCUMENTS
BATAVIA IRON & METAL CO. INC.
REMEDIAL ACTION
301 BANK STREET, BATAVIA,
GENESEE COUNTY, NEW YORK
CONTRACT NO. D011945
July 26, 2022

TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:

Section III, Article 3 of the Contract Documents requires bidders to acknowledge receipt of all addenda on Form V-5.

Table of Contents

Batavia - Remedial Action
Contract No. D011945

Section A: Important Announcements

The Bid opening has been extended to August 9, 2022 at 1 PM, two weeks from the initial Bid due date. No additional round of questions will be available.

Section B: Questions, Answers, Clarification

The following provides answers to the substantive questions received by the New York State Department of Environmental Conservation (Department) through July 19, 2022, as well as clarifications provided by the Department**.** Bidders must thoroughly review the bidding documents and not rely solely upon answers provided to questions during bid preparation and during implementation of construction activities.

Clarifications

1. A copy of the Mandatory Pre-Bid Meeting Minutes and Sign-In Sheet is included in Attachment A.
2. The Site Building may be used by the contractors as office space, storage, construction water management/treatment, as they see fit. A separate trailer will be required for the Engineer's and Department's use. Electric and water usage in the building shall be coordinated and paid by the contractor with the associated utility companies. The Department is not responsible for security of the site building.

Questions

1. When can the contractor expect award and NTP for the contract
   Answer: The anticipated date of award for this contract is November 15, 2022.
2. Contract Drawing – C-106, C-107 and C-108 cells identified for metal impacts investigation and amendment, please confirm that the entire 25' by 25' grid is subject to amendment.
   Answer: Yes, grids with the dark gray hatching are indicative of high lead concentrations for the entire 25' by 25' foot grid.

3. Bid Specification 02 61 13-3 Paragraphs E&F state "These soils will be sampled and emended to render them non-haz for PCB." Please confirm that this should read emended for Lead not PCB?
   Answer: This sentence should read "These soils will be sample and amended to render them non-hazardous for TCLP Lead."

4. Can bidders obtain a representative soil sample from one of the haz lead excavation areas for bench scale stabilization testing?
   Answer: No. Additional data related to concentrations of lead in soils is provided as part of the Limited Site Data package. A base bid assumption has been added to the associated payment items in the revised Section XII – Measurement for Payment (Attachment B). The Limited Site Data package is located at the following link:
   https://www.dec.ny.gov/fs/programs/der/bid/Batavia%20Iron%20and%20Metal%20Site/

5. Section 02 61 13 Impacted Soil Removal and Handling and storage – Please provide what amendment materials the department would suggest for the metals stabilization and at what dosage rate.
   Answer: For bidding purposes, contractors shall assume that soils requiring metals stabilization are amended with EnviroBlend CS at 3% by weight. This assumption has been included in the attached revised Section XII – Measurement for Payment (Attachment B).

6. Can a second mobilization/demobilization for winter shut down be added to the bid sheet?
   Answer: No. This shall be included in LS-1 Mobilization/Demobilization and can be itemized separately. This has been clarified in the attached revised Section XII – Measurement for Payment (Attachment B).

7. Please clarify if winter shutdown is mandatory or up to each Contractor weather dependent.
   Answer: Bid as specified including winter shutdown.

8. Will the engineer be working on the site during the winter shutdown period?
   Answer: No, the engineer will not be working on the site during the winter shutdown.

9. Can the Department reduce the WBE/MBE subcontracting requirements by removing Transportation and Disposal costs from the value of the total bid price?

Answer: WBE/MBE goals are 15% for WBE and 15% for MBE, as indicated in the attached revised Section VII – Appendix B (Attachment C). The contractor shall document due diligence in conformance with the contract and can submit a waiver upon receipt of the Notice of Intent to Award. Waivers must be approved prior to release of final payment.

10. Will the department consider allowing greater than the 40 hour workweek limit, which may include Saturdays?
    Answer: Up to 50 hours per week, with work occurring between the hours of 7 am and 7 pm from Monday to Friday is acceptable with a NYSDOL labor overtime dispensation approval (PW-30) approved prior to the start of work that exceeds 8 hrs per day. Work on Saturday will be reserved for schedule recovery.

11. Please define based on the site coordination when a site security guard is required.
    Answer: The site needs to be secured daily to prevent trespassers from entering the site. During work hours the contractor is responsible for preventing unauthorized entry. The level of security is at the discretion of the Contractor, however, the Department shall not be held accountable for damage, theft, or injury that arises due to lack of security measures.

12. Where was the source for the backfill during the IRM activities at the City of Batavia property?
    Answer: Crusher run gravel, common borrow, and topsoil were imported to the Site from Seven Springs Gravel Products located in Batavia.

13. Is there any PFAS data for site soil?
    Answer: PFAS was not tested or required for disposal characterization during the IRM, however, select soil samples were analyzed for PFAS during the pre-design investigations and the results are included in the Limited Site Data Package.

14. Can we get an increase in discharge rate for POTW?
    Answer: Bid as specified.

15. What are the discharge criteria (analytical, TSS, or turbidity NTU) required to allow us to discharge to the POTW or surface? Is a sample required prior to discharge?
    Answer: The anticipated discharge requirements for POTW and the SPDES Equivalent discharge requirements are included in attachments to Specification

02 72 00 – Construction Dewatering. The anticipated discharge requirements for POTW are included in Attachment D for clarification. Sample results meeting the discharge requirements are required prior to initial discharge.

16. Are there discharge limits as far as flow rate or gallons per day? Please confirm 20-25 gallons per minute ("gpm") at discharge if discharged to POTW? What is the gpm limit if discharged to surface?
    Answer: The previously approved discharge rate to POTW was 20 gpm, and the daily maximum discharge limit to surface water is 11,550 gallons as indicated in the SPDES equivalent attached to Specification 02 72 00 – Construction Dewatering

17. Are there extraction limits on flow rate or gallons per day?
    Answer: See above answer.

18. Is an extraction permit/dewatering permit required for pulling the groundwater from the excavation, and if so, who is responsible for the permit?
    Answer: A groundwater extraction permit is not required.

19. What are the distances from pumping intake (excavation) to treatment system, and then treatment system to discharge location?
    Answer: This is dependent on the Contractor's means and methods for location of treatment system and whether they intend to discharge to POTW (catch basin in the site building) or to surface water at the north end of the site.

20. What is the depth to groundwater and depth to deepest excavation?
    Answer: Depths of excavations per grid are shown drawings C-106 to C-108. Depth to groundwater varies based on location and time of year, some excavation areas are submerged during certain times of the year.

21. What, if any, discharge reporting summary is needed? If needed will analytical and discharge amounts be reported? Will the summary be monthly or weekly? Will the Contractor be responsible for the summary, or will it be handled by others?
    Answer: The Contractor shall be responsible for ensuring that the engineer receives laboratory data of all compliance samples immediately upon availability. Daily discharge quantities and rates shall be recorded and provided to the Engineer who will prepare and submit summary reports at required frequencies.

22. To ensure there is sufficient spacing for our mobile treatment system please confirm that there will be a minimum space of 50 feet by 100 feet available to locate the system.
    Answer: The system may be staged in any area within the limits of work, however, the contractor's means and methods should consider managing soil impacts within the proposed staging area as part of the work sequencing.

23. What is the recharge rate of groundwater site (for system design purposes)?
    Answer: Please see Dewatering Estimates Technical Memorandum, included in the Limited Site Data Package, for available information related to recharge rates.

24. The discharge limits stated in the SPDES Permit Equivalent Memorandum dated 11-17-2020 states the Flow rate for discharge is 11,550 GPD. Is this the limit specific for the treatment system discharge to surface water? If so, can this volume be increased?
    Answer: The SPDES Permit Equivalent Memorandum is specific to on-site surface water discharge. The limit cannot be increased without a permit modification from the NYSDEC Department of water, the Engineer and Department will work with the chosen Contractor to obtain a modification if needed.

25. Section 02 72 00 Construction Water Management 1.01 B states "The DEPARTMENT has secured conditional Groundwater Remediation Discharge permission from the Batavia Bureau of Water and Wastewater (Wastewater Bureau) for disposal of construction water by the city municipal wastewater treatment facility." However, Attachment 1 references "surface water" discharge dated August 2017-August 2018 and is specific to well water and/or pump test water, and also it appears to be stringent more in accordance with surface water criteria (not POTW discharge criteria). Please confirm this attachment is specific to the sanitary sewer discharge, and is valid for remediation construction water.
    Answer: The attachment in the specification and included as Attachment D is specific to the anticipated sanitary sewer discharge permit and is valid for remediation construction water.

26. If "yes" to Question 9 above, please confirm that only the yellow highlighted parameters are to be sampled for discharge into the Wastewater Bureau Sanitary Sewer.

Answer: As indicated on the conditional permit, previous discharge approvals were based on sampling for the yellow highlighted parameters. The contractor shall assume this as a basis for bid.

27. Please confirm if a surface water discharge location downstream (off site) can be used given that water discharged on site will reinfiltrate excavations.
    Answer: The SPDES permit (Specification Attachment 2) does not permit off-site surface water discharge. Any discharge must be on-site and meet the permit requirements. The discharge point is located at the northeast corner of the property, and water discharged is expected to flow to the nearby wetland. Water may also be discharged to the Wastewater Bureau sanitary sewer, in accordance with the conditional permission from the Wastewater Bureau included in the Specifications.

28. Bid Specification 01 45 28-5 States only 25,000 gallons of water can be stored on-site. Can this amount be increased as needed?
    Answer: Bid Specification 01 45 28-5 limits the size of any one approved container such as a frac tank to 25,000 gallons. Multiple tanks may be used, but no individual tank may exceed 25,000 gallons.

29. Is compliance sampling handled by on site consultant?
    Answer: Compliance sampling is the responsibility of the Contractor.

30. Does a temporary fence need to be placed adjacent to the new fence along the City of Batavia property.
    Answer: No, this fence can be used to hang a privacy screen on.

31. Are the contractors responsible for EDD?
    Answer: Yes, Contractors are responsible to submit the required EDD for analytical sampling results.

32. Is the crushed stone inside the gate clean and usable?
    Answer: The existing crush stone inside the gate was used for temporary access roads during the IRM, but has been in contact with impacted soils beneath it, so no, it cannot be considered clean and usable.

33. Can a second entrance be made on the other side of the site building?
    Answer: A proposed design and traffic control plan may be submitted to the Engineer for review as a substitution under the conditions of the contract.

34. Do we have to dispose of the large rocks/boulders?

Answer: Large rocks and boulders shall be removed from excavations to achieve the required depth. They may be stockpiled on-site and do not need to be disposed of offsite.

35. Is the contractor responsible for community air monitoring?
    Answer: Yes the contractor is responsible for community air monitoring.
36. Will the Contractor have access to power on site?
    Answer: The contractor may contact the utility company to turn on the power to the existing building, the contractor shall pay for all connection and usage fees and provide proof of final payment and termination at project closeout.
37. Are there any boring logs or well log information to evaluate subsurface conditions?
    Answer: Boring logs and test pit logs were included in the Limited Site Data Document.
38. Is any analytical available that can be reviewed? The Contractors' media selection will be based upon this review.
    Answer: This data is included in the Limited Site Data document.
39. Bid Specifications 01 51 05-5 states the need for a full personnel decontamination trailer. A full personnel decon trailer seems unnecessary for this type of work. Please reconsider this requirement.
    Answer: A full personnel decontamination trailer is not required.
40. Is excavation volume survey requirements and resulting volume calculations required for Bid Items UP-4 and UP-5 to be provided by Bidder or Engineer?
    Answer: All survey data and volume certifications are to be provided by the Contractor.
41. Laboratories recognize 24 hours as 1 Business Day, which starts at the time samples are received in the lab. To be considered same-day receipt, the samples would need to be received by 3 pm to be prepped for analysis to meet the 1 business day deliverable. Samples received after 3 pm would be reported 2 business days later. This does not factor in the nearly inevitable re-runs/dilutions due to matrix inferences, etc. Due to these considerations and the sheer number of samples to be generated every day of excavation, and the reality of current laboratory capacity and market conditions, please consider revision of the turnaround time requirement to an average of 3 days.

Answer: A maximum turnaround time of three days from the day of sample collection is acceptable.

42. What permits are required by the contractor?
Answer: Contractor is responsible for identifying and securing the local permits required to complete the work. State and federal permits have been secured by the Department and are included in the Contract Documents. t.

43. Please specify if vibration monitoring is required for excavation work?
Answer: Vibration monitoring is not required for excavation work, however, vibration monitoring is required when installation sheet piles within 50 feet of a structure.

44. Please specify which areas just require clearing (no disturbance of the ground surface) and what requires clearing and grubbing (disturbance of the ground surface).
Answer: No areas require clearing outside of those that require ground surface disturbance.

45. Can the stumps be ground in place? If not, what is the disposal requirement of the removed stumps?
Answer: In accordance with Specification 31 11 00 consider grubbed materials, including roots and stumps, as impacted and properly dispose off-site following Specification 02 81 00 – Off-Site Transportation and Disposal.

46. Where does clearing debris go, on or off site? Is Landfilling required?
Answer: As indicated above consider grubbed materials, including roots and stumps, as impacted and properly dispose off-site following Specification 02 81 00 – Off-Site Transportation and Disposal. Other cleared debris shall be transported off-site. A small amount of woody debris (<100 cy pile) can be kept on site and distributed among the wetlands during restoration. On-site chipping and use of wood chips for temporary erosion control is also acceptable as detailed in Specification 31 25 00 – Erosion and Sedimentation Control.

47. Where did the data in the specifications come from for capacity of treatment system per day and effluent discharge requirements?
Answer: Data in the specifications came from the Dewatering Estimates Technical Memorandum, included in the Limited Site Data Document.

48. Is the health and safety officer required to be on site for the project, or can he perform periodic site visits?
    Answer: A fulltime qualified health and safety technician under periodic supervision of health and safety officer is required.

49. Can you specify exactly what type of air monitoring is required throughout the life of the project.
    Answer: Air monitoring requirements are described in Specification 01 35 29 and 01 35 29 Attachment A.

50. Please confirm that the contractor is digging to the lines and grades shown on the contract and not "chasing" of waste.
    Answer: Per Specification 01 45 28, horizontal and vertical confirmation testing is required to confirm that soil satisfies Soil Cleanup Objectives. If objectives are not met, excavation must continue as specified in this section. The Engineer assumed 15% of the scheduled quantity for over excavation to meet the Soil Cleanup Objectives.

51. What type of information will be required to confirm that the contractor is qualified to be awarded the project?
    Answer: Contractor and select personnel are required to have a minimum of three years of experience working on similar projects. Additional requirements and experience is described throughout the contract documents.

52. Is DER-10 (Part 375) sampling required for the Common Fill? If yes, at what frequency?
    Answer: Sampling requirements for borrow sources are described in Specification 31 00 00 subsection 2.05, and Specification 01 45 28 subsection 3.7.

53. Is DER-10 (Part 375) sampling required for the Topsoil? If yes, at what frequency?
    Answer: Sampling requirements for borrow sources are described in Specification 31 00 00 subsection 2.05, and Specification 01 45 28 subsection 3.7.

54. How many CAMP monitors will be required on site at any given time, and where should they be located?
    Answer: See Specification 01 35 29 – Attachment A.

55. Does the structural assessments of the neighboring buildings and associated structures require a stamped PE report?

Answer: An engineered stamped report is not required, however the components listed in Section 01 45-00 – 3.07A shall be provided.

56. Could the % by weight of each species within the seed mixes be given? Section 32 92 26 – 2.01E7 provides seed mixtures but the pounds or percentages of each species within those mixes are absent.
    Answer: Attachment E includes approved seed mixes for both the wetland area and the upland area.

57. In light of the widespread presence of Emerald Ash Borer, could the Green Ash (Fraxinus pennsylvanica) in the Upland Planting Schedule from the Restoration Details Drawing (sheet 19) be substituted? If yes, what species should it be substituted with?
    Answer: An acceptable substitute is Quaking Aspen.

58. The Upland Planting Schedule from the Restoration Details Drawing (sheet 19) has contradictory sizing information. The size column states 18"-24", 2'-3', or 3'-4' however the notes state that trees should be 2-4" caliper. Which size prevails? Assuming the smaller sizes for the Upland Trees, would stakes and guys still be required?
    Answer: The sizes identified in the Table, associated with height of the trees, plants prevail. Contractor shall use professional judgement for minimum tree height that will require stakes and guy wires.

59. Section 01 52 11 Engineers field office (2.2 office utilities) – Can a chemical portable toilet be used in place of a working water flush toilet?
    Answer: Yes, this is acceptable.

60. Section 01 52 11 Engineers field office (2.2 office utilities) – Can a portable hand wash station be used in place of active water supplied to the trailer?
    Answer: Yes, this is acceptable.

61. Site Building: What utilities are available in the existing building? Electric or Water?
    Answer: Electricity and water are both available in the Site Building, the contractor will have to arrange this and pay for it through the utility provider.

62. Section 32 31 13 Chain Link Fence – Please identify where the new chain link fence is be installed at the site. Current drawings are not clear.

Answer: Chain link fence is to be in place where there are current chain link fences. Any chain link fence damaged or removed is to be replaced in-kind.

63. Section 31 11 00 Clearing and Grubbing (3.02 Performance C grubbing) Can the tree stumps and root ball remain in place where the excavation is less than 2'? The removal will likely result in a deeper excavation than what is proposed for the area.
Answer: There is no exception for clearing and grubbing in areas with excavation depths less than 2 feet.

64. Section 31 11 00 Clearing and Grubbing is there any date restriction for the clearing activities?
Answer: Trees greater than 4 inches at chest height may be cleared only between October 1 and March 31, due to the endangered Indiana bat habitat.

65. Section 02 81 00 Waste transportation- Please explain how the department is handling fuel surcharges and cost increases for transportation activities once the project is awarded.
Answer: The Contractor assumes responsibility for projecting fuel costs as part of the bid development. Under the terms of the Contract, fuel and material surcharges are viewed as a unforeseen condition out of the Department's control, as such cannot be compensated through cost change order.

Attachment A

Pre-Bid Construction Meeting Minutes and Sign-In Sheet

PRE-BID CONFERENCE – MEETING MINUTES
HELD ON THRUSDAY, JULY 14, 2022 FOR
BATAVIA IRON & METAL CO. INC.
SITE NO. 819018
CONTRACT NO. D011945

A. OPENING REMARKS

The agenda for this mandatory Thursday, July 14, 2022 pre-bid meeting is as follows:

Introductions
General Site Information
Overview of Contract Administrative Requirements
Technical Specifications
Questions & Answers

B. MANDATORY SIGN-IN

All attendees intending to bid MUST SIGN the attendance sheet. Attendance at the pre-bid conference is a condition of bidding.

Attendees of today's pre-bid meeting will receive the sign-in sheet and meeting minutes under the cover of Addendum No. 1 – issued (on or about Thursday, July 21, 2022).

C. BID ACCEPTANCE AND OPENING

Bids will be accepted until 1:00 PM on Tuesday, August 9, 2022 at which time bids will be opened and read aloud.
Note: Bid opening has been extended by two weeks to August 9, 2022, from July 26, 2022.

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

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

D. PROJECT CONTACTS

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

Lisa Gorton, Project Manager and Designated Contract Contact –
Tel: 585.617.5710, Fax: (518) 402-9819
Email: lisa.gorton@dec.ny.gov

2. Remedial Design/Project Engineer: MACTEC Engineering and Geology, P.C.

Jamie Welch, Project Manager
Tel: (207) 400-7576
Jamie.Welch@woodplc.com

Richard Egan, P.E., Engineer of Record
Tel: (207) 899-7142
Richard.Egan@woodplc.com

Paul Gazzo, Construction Superintendent
Tel: (404) 449-0780
Paul.Gazzo@woodplc.com

E. BID DOCUMENTS AND PROPOSALS

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

   - Public Site (Non-Biddable): https://www.dec.ny.gov/chemical/59233.html
   - FTP Site (Biddable): https://www.dec.ny.gov/fs/programs/der/bid/Batavia%20Iron%20and%20Metal%20Site/

2. Proposals will be accepted only from bidders who attended today's Pre-Bid Conference held today, July 14, 2022 and signed in on the Pre-Bid Meeting Attendance Sheet(s) provided by the DEPARTMENT.

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

3. Contract Documents include technical specifications and drawings.

4. Bids will be publicly opened and read aloud at 1:00 PM EST on Tuesday, August 9, 2022. In order to be considered responsive, bids must be received prior to this time and date. Telegraphic or other electronically transferred bids are not acceptable. Potential bidders are welcome to attend the bid opening in person.
   Note: Bid opening has been extended by two weeks to August 9, 2022, from July 26, 2022.

5. General summary of site conditions and summary of data from previous Investigations is included within Limited Site Data Documents

6. June 2022 Contract Documents were prepared by the DEPARTMENT and MACTEC Engineering and Geology. MACTEC was contracted to complete the remedial design as project ENGINEER, and has assumed responsibilities of ENGINEER to perform construction management and daily oversight/inspection responsibilities during remediation.

F. MWBE and SDVOB goals are set at 30% and 6 %, respectively, of bid value.

G. Potential bidders should direct their technical questions to Lisa Gorton no later than July 18, 2022 in writing by e-mail at lisa.gorton@dec.ny.gov

H. A minimum of three (3) years experience in the construction of the items bid is required of the

CONTRACTOR. Statement of Experience along with past projects, contacts, references, etc., will be required of the Apparent Low Bidder. The DEPARTMENT reserves the right to request additional experience information based upon complexity of project.

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

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

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

1. Major remedial activities at the Batavia Iron & Metal Co. Inc. Site generally include, but are not necessarily limited to, the removal and disposal of PCB and metals impacted soil, construction dewatering/treatment and discharge, confirmation soil sampling and water discharge sampling, backfilling and restoration of the property.

2. The estimated range for this work is between $15 Million and $20 Million. CONTRACTORs are required to refer to contract documents for a complete list of work items specified under this contract.

K. Bid Instructions:

1. Bid instructions are summarized in Section III of the Contract Documents.

2. For the bid submission, each bidder needs to submit the following:

   a. Completed bid form.
   b. Bid bond, bank check, or certified check equal to five-percent (5%) of the bid amount.
   c. Signed Bidder/Proposer's Certification (Pages V-6 and V-7).
   d. Signed Offeror Disclosure of Prior Non-Responsibility Determinations

3. Bids must be submitted using the appropriate envelope (provided to potential bidders during meeting) and which will be mailed out to the pre-bid meeting attendees upon request. Completed bids must be sent using bid envelope provided at the pre-bid meeting and addressed to:

   Project Name: Batavia Iron & Metal Co. Inc. – Site No. 819018
   Contract No.: D011945
   Submittal Open Date and Time: 7/26/22 at 1:00 PM EST
   Bid Submission - DO NOT OPEN

   Attention: Katherine Calogero
   Bureau of Expenditure Accounting
   NYS Department of Environmental Conservation

625 Broadway, 10th Floor
Albany, New York 12233-5027

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

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

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

1. Following the DEPARTMENT and the ENGINEERs review and approval of the apparent low bidder's five-day submittals, a letter of Intent to Award will be issued by the DEPARTMENT to the CONTRACTOR. The low responsible bidder selected will have 14 calendar days to submit items included in Section III, Article 5.c.

2. Once the 14-day submissions are reviewed and approved, the Contract must be routed through the DEPARTMENT, Department of Law, and the office of the State Comptroller. Contract award roughly estimated for this project for early Spring 2019. Time for award is partially dependent on how well CONTRACTOR completes submittal process following bid opening.

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

N. Miscellaneous:

1. **The DEPARTMENT is exempt from sales and compensating use taxes for all materials, equipment, and supplies. CONTRACTOR responsible for contacting NYS Department of Taxation and Finance to secure tax exempt status for this project.** The DEPARTMENT does not get involved. DEPARTMENT will provide CONTRACTOR with letter from NYSDOL verifying the exemption.

2. As per the contract, **subcontracting is limited to 40 percent on this project**. *(Does not include transportation and disposal).*

3. Insurances - **(MUST BE CURRENTLY NYS LICENSED)**. Include endorsement(s) with policy number(s).

4. During contract work all documents and data are to be submitted in electronic format to the ENGINEER and DEPARTMENT. The ENGINEER/DEPARTMENT will not approve a final report unless, and until, all documents and data generated in support of that report have been submitted in accordance with the electronic submission protocols.

Information on the format of data submissions can be found at: http://www.dec.ny.gov/chemical/62440.html.

Information on document submissions can be found at: http://www.dec.ny.gov/regulations/2586.html.

O. Contract Time:

1. Effective date of Agreement is date contract executed by New York State Office of the State Comptroller.

   a. The contract is anticipated to be awarded on or around November 15, 2022, and specifies winter shutdown, allowing winter 2022/2023 to prepare work plans. All mobs/demobs associated with winter shutdowns shall be included in LS-1. Work is anticipated to begin on March 15th, 2023.

   b. The Work will be Substantially Completed within five hundred fifty (550) calendar days from the Effective Date of the Agreement plus twenty (20) calendar days. This includes the winter shutdown requirements identified in the contract documents.

   c. The Work will be completed and ready for final payment in accordance with the General Conditions within five hundred eighty-five (585) calendar days from the Effective Date of the Agreement plus twenty (20) calendar days or within 30 days of substantial completion, whichever is sooner.

P. Past Problems with Bids:

1. Received late bids, after the 1:00 PM deadline. Late bids will be returned unopened.

2. Bidders have put conditions on the bid. Conditioned bids will be rejected.

3. The forms provided within the Contract Documents were not used or missing. Alternative bid forms or missing pages will result in bid rejection.

4. Math and/or clerical errors. Incorrect summations will result in bid rejection.

5. Bids sent to incorrect address. Used incorrect envelope. Use only the provided envelopes to submit bids.

6. Bidders have marked up or attempted to change language within bonds and insurance certificates included within contract. Not acceptable and bidder may be considered unresponsive.

7. Insurance certificates/policies/endorsements must be current.

8. Not all required forms submitted/signed. Incomplete/unsigned forms will result in bid rejection.

9. Forms were not filled out in their entirety. Be sure to fill out both spaces for "Words" and numerical bid amounts for each bid item.

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

11. Do not send bids to the attention of Lisa Gorton, Project Manager/Designated Contact.

12. DEPARTMENT is not responsible for late delivery of overnight express delivery services. If received after 1:00 PM EST on the bid date of Tuesday, July 26, 2022 they will be returned to bidder unopened.

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

1. The selected bidder must make good faith efforts to subcontract at least 30 percent minority and women's business enterprises and 6 percent Service-Disabled Veteran-Owned Businesses (SDVOBs)

2. The selected bidder agrees to make good faith efforts to employ minorities and women for at least 15 percent and 15 percent, respectively for each of the work force hours needed for completion of the project.

3. The NYS Directory of certified M/WBE is available on the internet at: http://www.empire.state.ny.us. NYS Department of Economic Development (DED) can also be contacted by phone at (518) 474-1979.

4. The apparent low bidder must send the M/WBE Utilization Plan (518) 402-9252, Bureau of Minority and Women's Business Programs at the DEPARTMENT Albany office. Appropriate phone and fax numbers have been specified within the Contract Documents in Section III. Electronic PDF forms available on the Department web site at http://www.dec.ny.gov/about/48854.html.

5. Good faith efforts shall include:

- Advertisement for services in the local minority or women-owned business newspapers.
- Providing adequate time for M/WBE firms to respond to bids.
- Provisions for realistic time and delivery schedules for bidders.

6. CONTRACTOR will be required to complete M/WBE-EEO quarterly reports outlining their utilization.

R. Questions Regarding Bid Documents:

Technical questions which arise after the question-and-answer period at the pre-bid meeting are to be directed to Lisa Gorton at the DEPARTMENT by July 18, 2022. Addendum No.1, answers to written questions, are currently anticipated to be electronically issued on or about Thursday, July 21, 2022 via the DEPARTMENT'S public web site and FTP site. Schedule for release is subject to change. No hard copies will be delivered.

Note: E-mail questions will be acceptable. Questions shall not be accepted from CONTRACTORs/Potential Bidders after C.O.B (5 pm) Monday, July 18, 2022.

S. Known Primary Changes to Contract Documents:
Bid opening has been extended by two weeks to August 9, 2022, from July 26, 2022.

T. Nuisance Situations

The work zones for this project are on, adjacent to, or in close proximity to the residential properties. The Department has zero tolerance for nuisance emissions, including fugitive dust, noise, vibration, turbidity, disruptive lighting or other situations which may give rise to complaints from the community.

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

Contractor anticipated work hours:

- between the hours of 7-5, department approval needed to work past these hours,
- 8 hours per days. Department approval needed to work overtime

Work on City of Batavia Property, including excavation, backfill and restoration, to be scheduled concurrently so that time on the property is limited, and the department can coordinate access accordingly.

U. Construction Work Summary

- The biggest challenges to successfully execute this project include:
    - Dewatering – Excavation depths range by area and does depth to groundwater. It will be extremely important to keep excavation areas dry so that representative samples can be collected. Keep site and access roads dry. Plan for back-up pumps while excavation in deep areas, especially in the wetland areas. Dewatering and treatment plan (part of construction work plan) shall include all potential components of the temporary treatment system including chemical addition to get pre-approval from the Division of Water without any delays.
    - Depths of excavation – In some locations excavation at depth may get difficult due to soil types, boulders, and possibly bedrock rock. Contractor shall make every attempt possible to reach the design depths (or deeper pending analytical results). If bedrock is encountered, contractor shall ensure a clean/dry excavation bottom so that the engineer can confirm that the bottom is bedrock, in which case no sample will be collected excavation can stop.
    - Material Management / Soil Segregation / Stockpiling / Disposal – It's a large site, but the majority of the property requires excavation, which will likely require moving stockpiles/staging areas. There are four soil classifications based on pre-design investigations. Means/methods/scheduling is up to the contractor, but it will be very important to have good communications with the disposal facilities and trucking companies early to make sure that we don't run into a situation where work stops because there's no room to stockpile, etc. Make sure the disposal facilities are committed to

accepting the amount of material needed each day to meet project schedule. Collect precharacterization samples as needed early. Keep stockpiles dry. Keep access roads clear and dry.

- Backfill / Borrow Analytical – Collect samples for approval early, note that some analytical (ex: PFAS) may take longer to analyze. Source the backfill early, stay ahead of sample collection so that we don't have to wait on sample results to receive backfill.
- Confirmation Soil Sampling – It is critical to have commitment from your laboratory to have 24-hr turn around on confirmation PCB samples. Results from the lab shall be copied to the Engineer to avoid time lapse between issuing to the contractor and review by the engineer. Contractor shall have an experienced QA/QC specialist for tracking of sample locations and their associated results, DUSRs and EDDs, as this is a critical part of the project to ensure remedial objectives are met.
- Real time Air Monitoring with telemetry is required in addition to specific air monitoring related to PCBs.

V. Site Tour

Site tour included:

- Walk through the on-site building, which is available for use during construction activities, identified the discharge location previously used for discharge to POTW and erosion/sedimentation control filter sox available for use.
- Walk to the north along the City of Batavia fence line, identified the approximate locations where excavation would extend on the City of Batavia Property.
- Identified the wetland areas to the north of the property where there is standing water at certain times of the year (the area was dry during the bid walk)
- Allowed the bidders to walk/view other areas of the site.
- Questions asked during the tour were recorded and will be included in the contract addendum.
- Handed out bidding envelopes to Prime Contractors at the end of the tour.

MEETING SIGN-IN SHEET			CONTRACT D011945
Project:	Batavia Iron & Metal, Site No. 819018	**Meeting Date:**	7/14/22
Facilitator:	Lisa Gorton/Jamie Welch	**Place/Room:**	301 Bank Street, Batavia, NY

Name	Company	Phone	E-Mail
Steve Cross	Heritage Env.	315 406-9342	SCross@Heritage-Environ.com
Kurt Osterman	EQ Northest Inc	508 245 1328	Kurt.Osterman@USEcology.com
DAVID WOODRUFF	USEPA NRC EAST ENV.	315 273 8262	david.woodruff@usecology.com
Danielle Berati	NRC East Environmental	315 657 8863	danielle.berati@usecology.com
Tom Lawrence Sr	Zoladz Const.	716-913-1026	TomLSR@Zoladz.com
Eric Hoban	Sessler Env	585-721-5797	ehoban@Sesslerenv.com
Luther Keyes	Sessler Env	585-261-4264	LutherK@Sesslerenv.com
Steve Holley	Absorpe	716-560-0202	SHolley@Absorpe.com
Adam Chwaliboge	Northstar I&E	315-396-4728	AChwaliboge@Northstar.com
Eric Gebel	Keeler	585-589-4481	ericg@keelerconstruction.com
Tom Johnston	Mark Cercone Inc	716 213-3101	TJohnston@MarkCercone.com

Name	Company	Phone	E-Mail
Mark Baron	US Ecology	716-901-3410	Mark.Baron@USEcology.com
Adam Kohn	Villager Construction	585-223-7697	akohn@villagerci.com
Bob Kohn	Villager CI	5852237697	bkohn2@villagerci.com
Zach Dolos	Clean Harbors	(781) 264-5269	dolos.zachary@cleanharbors.com
Jim Brunton	Tri State Cleaning/Tree	585 536 7330	jbrunner@tristatetree.com
Jamie Welch	MACTEC / Wood	207-400-7576	jamie.welch@woodplc.com
Lisa Gorton	NYSDEC	518-402-9574	lisa.gorton@dec.ny.gov
John McCune	Mark Cerrone Inc.	716-282-5244	jmccune@markcerrone.com
Brian Harris	ESG	716-870-0993	bharris@esgenv.com
Adam Harris	ESG	(716) 946-7526	Aharris@esgenv.com
Bill Bianchi	Total Wrecking	3155751969	bbianchi@totalwrecking.com
Matthew Kichman	E-Tank	716-796-3355	MKichman@E-Tank.net

Attachment B

Revised Section XII – Measurement for Payment

SECTION XII

MEASUREMENT FOR PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. This section covers the methods and procedures that the **DEPARTMENT** will use to measure the **CONTRACTOR'S** work and provide payment. This general outline of the measurement and payment features will not, in any way, limit the Responsibility of the **CONTRACTOR** for making a thorough investigation of the Contract Documents to determine the scope of the work included in each bid task.

B. Payment will be made to the **CONTRACTOR** in accordance with the specified methods of measurement and the unit or lump sum prices stipulated in the accepted bid. Payment will constitute complete compensation for all work required by the Contract Documents including all costs of accepting the general risks, liabilities, and obligations, expressed or implied. Payment under all tasks will include, but necessarily be limited to, compensation for furnishing all supervision, labor, equipment, overhead, profit, material, services, applicable taxes, and for performing all other related work required. No other payment will be made.

C. No payment will be made for work performed by the **CONTRACTOR** to replace defective work, work which is not required by the Contract Documents, work outside the limits of the Contract and additional work necessary due to actions of the **CONTRACTOR**, unless ordered by the **ENGINEER** in writing.

D. For unit price items, the **CONTRACTOR** shall be paid for the actual amount of work accepted and for the actual amount of materials in place during the period of construction. After the work is completed and before final payment is made, the **ENGINEER** or **CONTRACTOR** as specified in the pay items will make final measurements to determine the quantities of the various items of work accepted as the basis for final payment. The **CONTRACTOR** shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract.

E. For lump sum items, the **CONTRACTOR** will be paid based on actual work accepted until the work item is completed. Upon completion of the item, 100 percent of the lump sum price may be paid, subject to the terms of the Agreement. The pay items listed below describe the measurement of and payment for the Work to be done under the respective items listed in the Bid as outlined in the approved schedule of values.

F. All units of measurement shall be standard United States convention, as applied to the specific items of work by tradition and as interpreted by the **ENGINEER**. Each unit or lump sum price stated in the Bid shall constitute full compensation, as herein specified, for each item of the Work completed.

1.02 ENGINEER'S ESTIMATE OF QUANTITIES

A. The Estimated quantities for unit price items, as listed in the bid schedule, are only approximate and are included solely for the purposes of the comparison of bids. The **ENGINEER** does not expressly, or by implication, agree that the nature of the materials encountered or required shall correspond therewith and reserves the right to increase or decrease any such quantity or to eliminate any quantity as the **ENGINEER** may deem necessary.

1.03 INCIDENTAL ITEMS

A. Except for the items designated hereunder for Measurement and Payment, the costs of items necessary to complete the work as specified are considered incidental to the items specified for Measurement and Payment. The costs of incidental items shall be included in the prices of items specified for Measurement and Payment.

1.04 QUANTITIES

A. The Estimated quantities indicated in the Bid Schedule are the quantities for the evaluation of bids. The actual quantities of items to be paid for on a unit price basis may vary significantly from the quantities indicated in the Bid Schedule.

1.05 RELATED PROVISIONS SPECIFIED ELSEWHERE

A. Payment to **CONTRACTOR**: Refer to General Conditions and Contract Agreement Section 6.

B. Changes in the Contract Price: Refer to General Conditions and Contract Agreement Section 6.

1.06 SUBMITTALS

A. Bid Breakdowns/Schedule of Values: Submit in accordance with Section VIII, Article 1.4, 1.6 and Article 13.

1.07 MEASUREMENT

A. Under this Contract, the **CONTRACTOR** shall provide all labor, equipment, and materials and shall complete all work as shown and described in the Contract Documents and as directed by the **ENGINEER**, in accordance with the expressed

intent of the contract to secure a complete construction of a functionally complete project. The bid items described in Part 3 BID ITEMS shall together include all work set forth in the Contract Documents or required to properly complete the work. Any necessary work that is not described shall be considered included in the item to which it properly belongs. Where used in the Contract Documents, the word "including" ("includes", "include") shall mean "including (includes, include) but not restricted to". Each item includes:

1. All labor, material, equipment, plant services, bonds and insurance, tests, adjustments, warranties, overhead, and other expenses required to perform the work.
2. All accessories, manuals, and services pertinent to the proper installation of materials and equipment.
3. All accessories, manuals, and services pertinent to the proper start-up, operation, and maintenance of materials and equipment.

B. Lump Sum Items: Measurement of all Lump Sum Items will be on a total job basis.

1. The quantities of work performed under lump sum items will not be measured except for the purpose of determining reasonable interim payments. Interim payments will be made in accordance with the estimated value of work performed and found acceptable as determined by the **ENGINEER**, or as specified in this section.
2. Where indicated for a lump sum item, the **CONTRACTOR** shall provide a schedule of values per Subpart 1.06 of this Section. The schedule of values shall include a breakdown of major cost items included within the lump sum in sufficient detail to document specific costs of all items included in the lump sum item. The schedule of values shall be provided to the **ENGINEER** prior to initiation of work.
3. Measurement for Progress Payments of all lump sum items will be on a percent complete basis as established in the General Conditions and Section VI, Article 9.

C. Unit Price Items: Where items are specified to be measured on a unit basis, measurement will be of each particular unit as specified.

1. **Volume Basis -** Where items are specified to be measured on a volume basis, the volume will be determined on an in-place basis (prior to excavation for excavation or after placement and compaction for imported fill) between the existing and final ground surfaces or grade lines shown on the drawings. If no tolerance is specified, the tolerance shall be interpreted to be 0.00 foot.
2. **Area Basis -** Where items are specified to be measured on an area basis, the area will be measured as the actual surface area within the specified limits based on a plan view. If a specified width of an item is indicated, the area will be determined by the actual length along the centerline multiplied by the specified width. No adjustments will be made for the required overlap of materials.
3. **Length Basis -** Where items are specified to be measured on a length basis, the length will be measured as the actual length along the centerline within

specified limits based on a plan view. No adjustments will be made for the required overlap of materials

4. **Weight Basis -** Where items are specified to be measured on a weight basis, the weight will be measured based on certified weigh scale tickets obtained from a weigh scale certified by the County Office of Weights and Measures and approved by the **ENGINEER.** The weights shall be taken in the presence of a **DEPARTMENT** representative. When the weight is per ton, trucks shall be weighed entering the site and exiting the site, using either an on-site or off-site scale. The measured tonnage will be the difference between the measured truck weight upon entering and exiting the certified weight scale.

D. Measurement and payment will be made only for work that has been acceptably performed within the limits shown on the Construction Contract Drawings and in conformance with the Contract Specifications, as specified, or ordered by the **ENGINEER**.

1.08 DESCRIPTION OF BID ITEMS

A. Bid Item Lump Sum (LS) -1: Mobilization/Demobilization

1. Bid Item LS-1 shall be the bid **lump sum** price for the completion of performance of Mobilization/Demobilization in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below, in accordance with Section X Standard Specifications 01 32 33 - Photographic Documentation, 01 51 05 - Temporary Utilities and Controls, 01 52 11 - Engineer's Field Office, 01 52 13 - Contractors Field Office and Sheds, 01 55 13 - Access Roads and Parking Areas, 01 57 33 - Security, and 01 58 00 - Project Identification and Signs, 01 71 33 - Protection of Work and Property, 01 76 50 - Nuisance Controls, 01 77 19 - Closeout Requirements, and 34 78 13 - Portable Truck Scales; and Section XI Supplemental Specifications 01 11 13 – Summary of Work, 01 45 00 - Contractor Quality Control, 01 55 26 - Traffic Control, 02 41 13 - Select Demolition, 01 92 13 – Winter Shutdown, 02 51 00 - Decontamination Procedures, 02 61 13 - Impacted Material Removal, Handling, and Storage, 31 11 00 - Clearing and Grubbing, and Section 31 25 00 – Erosion and Sediment Control; and described below but not limited to:
    a. Mobilization of personnel, equipment, and project facilities.
    b. Establish all temporary utilities and services including electric service, mobile phone, internet access, sanitary facilities, and potable water.
    c. Provide ENGINEER and CONTRACTOR field offices and support areas.
    d. Permitting.
    e. Project work plans (Construction Work Plan, Health and Safety

Plan and Contractor Quality Control Plan).

f. Schedules, submittals (shop drawings), and record drawings.
g. Bonds and insurance.
h. Perform an existing conditions assessment of buildings, adjacent roads, and/or other infrastructure adjacent to the work.
i. Clearing trees and brush within the limit of clearing delineation shown on the Construction Contract Drawings.
j. Grubbing stumps and roots within the remediation excavation limits shown on the Construction Contract Drawings is not included under this Item. Refer to Bid Item UP-4.
k. Grubbing stumps and roots outside of the remediation excavation limits shown on the Construction Contract Drawings is included under this Item.
l. Select demolition of miscellaneous pavement, pads or demolition debris items encountered within the remediation excavation limits shown on the Construction Contract Drawings.
m. Abandonment of 12 monitoring wells ranging depth from 9 to 15 feet deep.
n. Other preparation work not specifically included in other items including compliance with applicable regulatory requirements, preconstruction and construction period planning, scheduling, submittals, reporting, administration and documentation, quality control, environmental protection, and spill control.
o. Providing vehicle decontamination pads.
p. Installing required erosion and sedimentation controls including but not limited to stabilized construction accesses, silt fence, augmented silt fence, hay bales, and stone check dams and/or turbidity curtains.
q. Prepare, protect, inspect and maintain the site during winter shutdown.
r. Demobilize and remobilize equipment and personnel as necessary prior to and following winter shutdown.
s. Installing and maintaining temporary access roads.
t. Installing temporary project signage.
u. Installing temporary fencing and barricades.
v. Installing soil stockpile containment areas and contractor equipment and materials staging areas.
w. Providing an on-site truck scale.
x. Installation of seven new 15-foot deep monitoring wells.
y. Augmenting temporary facilities and controls as required for supporting the sequence of project work.
z. Repair of damage to adjacent roads, as required.
aa. Removing temporary facilities and controls when the work associated with them is complete, and properly disposing the materials off-site.

bb. Removal, transportation and disposal of materials uses for decontamination pads and construction access.
cc. Demobilization of project personnel, equipment, and project facilities.
dd. Project closeout.
ee. Final site cleanup.

3. The CONTRACTOR shall submit a separate bid breakdown (See Paragraph 1.06 of this Section) that lists the individual costs required to complete this bid item as well as miscellaneous items not specified elsewhere that are necessary for proper completion of the work (provide detail).
4. Measurement for payment for Bid Item LS-1 shall be the bid **lump sum** price for the above Mobilization/Demobilization items completed as documented and approved by the ENGINEER.

B. Bid Item LS-2: Construction Monitoring

1. Bid Item LS-2 shall be the bid **lump sum** price for completion of Construction Monitoring activities in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below, in accordance with Section X Standard Specifications - 01 71 23 - Field Engineering, 01 76 50 - Nuisance Controls, and Section X1 Supplemental Specifications 01 11 00 – Summary of Work and 01 45 00 – Contractor Quality Control, and described below but not limited to:
    a. Perform nuisance control and monitoring as required during the execution of the work.
    b. Surveying required for initial field verification, establishing horizontal and vertical control, providing construction layout, providing quality control field measurements, supporting the calculation of measurement for payment, and documenting final as-built conditions.
    c. Providing completed as-built survey to the ENGINEER for review and approval.
3. The CONTRACTOR shall submit a separate bid breakdown (See Paragraph 1.06 of this Section) that lists the individual costs required to complete this bid item as well as miscellaneous items not specified elsewhere that are necessary for proper completion of the work (provide detail).
4. Measurement for payment for Bid Item LS-2 shall be the bid **lump sum** price for the above Construction Monitoring items completed as documented and approved by the ENGINEER.

C. Bid Item LS-3: Wetland Restoration

1. Bid Item LS-3 shall be the bid **lump sum** price for completion of Wetland Restoration activities in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below, in accordance with Section XI Supplemental Specifications 01 11 00 – Summary of Work, 31 00 00 – Earthwork, 31 25 00 – Erosion and Sediment Control, 32 92 26 – Topsoil and Seeding, and 32 93 00 – Exterior Plants, and described below but not limited to:
    a. Borrow source testing of topsoil – geotechnical, soil nutrient, and chemical testing of material meeting unrestricted use criteria.
    b. Providing and installing topsoil.
    c. Staging and storing topsoil on-site as required to coordinate with construction sequence.
    d. Planting of trees and shrubs.
    e. Wetland seeding and mulching.
3. The CONTRACTOR shall submit a separate bid breakdown (See Paragraph 1.06 of this Section) that lists the individual costs required to complete this bid item as well as miscellaneous items not specified elsewhere that are necessary for proper completion of the work (provide detail).
4. Measurement for payment for Bid Item LS-3 shall be the bid **lump sum** price for Wetland Restoration as documented and approved by the ENGINEER.

D. Bid Item LS-4: Upland Area Restoration

1. Bid Item LS-4 shall be the bid **lump sum** price for completion of Upland Area Restoration activities in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below, in accordance with Section XI Supplemental Specifications 01 11 00 – Summary of Work, 31 00 00 – Earthwork, 31 25 00 – Erosion and Sediment Control, and 32 92 26 – Topsoil and Seeding, and described below but not limited to:
    a. Restoration of disturbed upland areas with topsoil and seeding as shown on the drawings.
    b. Borrow source testing of topsoil – geotechnical, soil nutrient, and chemical testing of material meeting unrestricted use criteria.
    c. Providing and installing topsoil.
    d. Seeding and mulching all vegetated areas.
    e. Planting of trees.
    f. Staging and storing topsoil on-site as required to coordinate with construction sequence.
3. The CONTRACTOR shall submit a separate bid breakdown (See Paragraph 1.06 of this Section) that lists the individual costs required to complete this bid item as well as miscellaneous items not specified elsewhere that are necessary for proper completion of the work (provide detail).

4. Measurement for payment for Bid Item LS-4 shall be the bid **lump sum** price for Upland Area Restoration as documented and approved by the ENGINEER.

E. Bid Item Unit Price (UP)-1: Site Services

1. Bid Item UP-1 shall be the bid **unit cost** price per calendar day for Site Services performed in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for each calendar day of site services in accordance with Section X Standard Specifications 01 51 05 - Temporary Utilities and Controls, 01 55 13 - Access Roads and Parking Areas, 01 57 33 – Security, and 01 71 33 - Protection of Work and Property; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 01 41 00 - Regulatory Requirements, 01 45 00 - Contractor Quality Control, 01 55 26 - Traffic Control, 02 61 13 - Impacted Material Removal, Handling, and Storage, and described below but not limited to:
    a. Site Security.
    b. Controlling on-site access and traffic.
    c. Site access roadway maintenance.
    d. Maintaining soil/sediment stockpile containment areas and CONTRACTOR equipment and materials staging areas.
    e. Maintaining all constructed temporary facilities and controls.
    f. Cleaning the project site and disposing CONTRACTOR generated solid waste.
    g. Coordinating with the City of Batavia and adjacent commercial and residential property owners/tenants.
    h. Compliance with permits.
    i. Attending project meetings.
    j. Providing Site Superintendence.
    k. Providing quality control management.
    l. Providing field engineering services.
    m. Maintaining vehicle decontamination pads including collection and analysis of decontamination verification samples.
    n. Maintenance of temporary utilities and services.
    o. Sanitary facilities maintenance.
3. Measurement for payment for Bid Item UP-1: Site Services shall be paid the bid **unit price** for each calendar day beginning with initiation of site services and ending with Substantial Completion or at the end of the Contract Time specified in Contract Documents Section VI Article 6.1, whichever is sooner, but will not include calendar days within Winter Shutdown. Progress payments for this Item shall be based on the number of units completed. A fifty percent reduction in payment would occur for each calendar day that operation and/or maintenance of any item included in this Bid Item was unsatisfactory or unused as determined by the ENGINEER.

F. Bid Item UP-2: Contractor Health and Safety

1. Bid Item UP-2 shall be the bid **unit cost** price per working day for Contractor Health and Safety activities performed in accordance with the Contract Documents.
2. Provide all labor, materials, equipment and incidentals necessary for each calendar day for health and safety during proper execution of the Contract and in accordance with Section X Standard Specifications 01 35 29 – Contractor's Health and Safety Plan, 01 35 33 - COVID-19 Risk Management, 01 35 43.13 - Environmental Procedures for Hazardous Materials, and 01 76 50 - Nuisance Controls; and Section XI Supplemental Specifications 01 11 00 – Summary of Work and Section 02 51 00 – Decontamination Procedures, and as described below but not limited to:
    a. Providing a Health and Safety Officer.
    b. Providing and maintaining personnel decontamination facilities.
    c. Providing and maintaining personnel health and safety equipment.
    d. Providing COVID 19 management and controls.
    e. Providing emergency response.
    f. Air monitoring as required by the Community Air Monitoring Program (CAMP). Collecting samples up and downwind of the Site, testing for the required parameters, and reporting laboratory results.
    g. Sampling, analyzing, and handling/disposing personal protective equipment (PPE) and remediation wastes not specifically included in other bid items.
3. Measurement for payment for Bid Item UP-2: Contractor Health and Safety shall be paid the bid **unit price** for each working day the Health and safety Plan (HASP) has been adhered to in the opinion of the ENGINEER. Work included in this item shall be by calendar day ending at Substantial Completion or at the end of the Contract Time specified in Contract Documents Section VI Article 6.1, whichever is sooner, but will not include calendar days within Winter Shutdown. All daily maintenance costs for health and safety are part of this Bid Item including everything required for the HASP and Community Air Monitoring Program (CAMP). Progress payments for this Item shall be based on the number of units completed. A reduction in the payment for this item will occur for each day the CONTRACTOR fails to adhere (in the opinion of the ENGINEER) to the HASP. There would be a one hundred (100) percent reduction in this Bid Item for days where no remediation work occurs in the exclusion zone. No payment will be made for Sundays and holidays specified in Contract Documents Section XIII.

G. Bid Item UP-3: Construction Water Management, Treatment, Sampling, and Disposal

1. Bid Item UP-3 shall be the bid **unit price** per gallons of water treated for

Construction Water Management, Treatment, Sampling, and Disposal activities in accordance with the Contract Documents.

2. Provide all labor, materials, equipment, and incidentals necessary for the work described below in accordance with Section X Standard Specification 01 45 29.13 - Testing Laboratory Services Furnished by Contractor; and Section XI Supplemental Sections 01 11 00 – Summary of Work, 01 45 28 – Chemical Sampling and Analysis, 02 72 00 - Construction Water Management, 02 81 00 - Off-Site Transportation and Disposal, and 31 23 19 – Dewatering; and described below but not limited to the activities associated with the available construction water disposal options, including on-site storage as necessary:
    a. Storage, treatment, testing, and discharge to either surface water discharge or to the Batavia Water and Wastewater Bureau (Wastewater Bureau) sanitary sewer for treatment of construction water at the publicly owned treatment works (POTW):
        i. Coordinating with the Wastewater Bureau, and the DEPARTMENT, as required.
        ii. Furnishing an on-site treatment system, including mechanical treatment and chemical addition as necessary, capable of treating construction water to concentrations meeting the DEPARTMENT requirements for surface water discharge or alternatively to the Wastewater Bureau Permit requirements.
        iii. Treating construction water generated throughout the duration of the work to the standards required for the selected method of on-site disposal (surface water discharge).
        iv. Providing dry excavations to enable collection of confirmation soil samples and detailed visual observations of excavation bottom.
        v. Providing a safe and secure means to discharge treated construction water to surface water or to the Wastewater Bureau sanitary sewer.
        vi. Performing treatment system start-up.
        vii. Providing sufficient water storage to ensure discharge flows are not exceeded.
        viii. Completing prove-out of the treatment system to demonstrate its capability to meet the performance requirements of the Contract Documents.
        ix. Performing all analytical testing requirements at the prescribed frequencies.
        x. Provide surface water diversion or barrier control to prevent surface water from adjacent wetlands entering excavations.
        xi. Maintaining the systems throughout the contract duration.
    b. Decommissioning, decontaminating, and deconstructing the treatment system at the end of the contract duration:

i. Off-site transportation and disposal of waste material generated as part of the treatment process, including, but not limited to spent carbon or other media, accumulated sediment, water generated during final cleanout of the treatment system.
ii. Demobilizing all components of the treatment system from the site.

3. The CONTRACTOR shall submit a separate bid breakdown (See Paragraph 1.06 of this Section) that lists the individual costs required to complete this bid item as well as miscellaneous items not specified elsewhere that are necessary for proper completion of the work (provide detail).
4. Measurement for payment for Bid Item UP-3 shall be the bid **unit price** for each gallon of water treated as measured at the discharge end of the water treatment system and as approved by the ENGINEER.

H. Bid Item UP-4: Confirmation Sampling and Analysis (Metals and PCBs)

1. Bid Item UP-4 shall be the bid unit cost price per each soil sample taken for Confirmation Sampling and Analysis for Total Metals and PCBs in accordance with the Contract Documents.
2. Provide all labor, materials, equipment and incidentals necessary for conducting chemical sampling and analysis of soil samples in accordance with Section X Standard Specification 01 45 29.13 - Testing Laboratory Services Furnished by Contractor; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 01 45 28 – Chemical Sampling and Analysis, and 31 00 00 – Earthwork, and described below but not limited to:
    a. Collecting confirmation samples at the specified frequency indicated on the drawings and in specification 01 45 28. Samples must be analyzed with a 24-hour turn-around-time testing for the required parameters and within the laboratory reporting limits needed to meet the cleanup criteria.
    b. Complete additional confirmation testing for additional samples collected following additional excavation require for samples that do not meet cleanup criteria.
    c. Collect and submit QA/QC samples at the frequency identified in specification 01 45 28.
    d. Provide electronic data deliverables as indicated in specification 01 45 28.
    e. Provide data usability summary reports as indicated in specification 01 45 28.
3. Measurement for payment of Bid Item UP-4: Confirmation Sampling and Analysis (Metals and PCBs) shall be the bid **unit price** for each sample collected, analyzed, and laboratory results submitted to the ENGINEER for approval.

I. Bid Item UP-5: Excavation – Impacted Soil Materials

1. Bid Item UP-5 shall be the bid unit cost price per cubic yard for Excavation – Impacted Soil Materials activities associated with soil materials impacted with metals and PCBs in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below in accordance with Section X Standard Specifications 01 35 43.13 - Environmental Procedures for Hazardous Materials and 01 66 00 - Product Storage and Handling Requirements; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 02 61 13 - Impacted Material Removal, Handling, and Storage, 31 00 00 – Earthwork, and 31 25 00 - Erosion and Sediment Control, and described below but not limited to:
    a. Excavating to the horizontal and elevation limits specified on the drawings.
    b. Additional excavation as required based on the results of confirmation sampling and as directed by the engineer.
    c. In the event of excavation refusal, confirm that the bottom of the excavation is bedrock by fully exposing a clean bottom. Continue to excavate using alternate methods such as using an excavator hammer attachment to remove boulders to reach excavation limits if bedrock cannot be confirmed.
    d. Grubbing stumps and roots within the remediation limits is included under this Item.
    e. Handling the excavated materials as required for dewatering, waste characterization, stockpiling, and storage.
    f. Segregating non-TSCA, non-hazardous, TSCA, and hazardous excavated soil materials based on the extents shown on the drawings.
    g. Loading excavated soil materials into trucks for on-site transport to storage area.
3. Measurement for payment of Bid Item UP-5: Excavation – Impacted Soil Materials shall be the bid **unit cost** for each cubic yard of soil materials excavated in accordance with the Contract Documents. Excavation volume measurement shall be determined on an in-place basis by survey prior to and after the excavation of waste, as documented and approved by the ENGINEER.

J. Bid Item UP-6: Clean Imported Backfill

1. Bid Item UP-6 shall be the bid **unit cost** price per cubic yard for furnishing and installing Clean Imported Backfill in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for each cubic yard of subgrade fill imported and placed in accordance with Section

X Standard Specification 01 45 29.13 - Testing Laboratory Services Furnished by Contractor; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 01 45 28 – Chemical Sampling and Analysis, and 31 00 00 – Earthwork, and described below but not limited to:

a. Geotechnical and chemical testing of borrow source.
b. Processing the soil, if required.
c. Delivering soil to site.
d. Staging and storing soil on-site as required to coordinate with construction sequence.
e. Placing soil in lifts, grading, and compacting soil to the grading limits shown on the drawings.
f. Field testing for compaction.

3. Measurement for payment of Bid Item UP-6: Clean Imported Backfill shall be the bid **unit cost** for each cubic yard of subgrade fill delivered, placed, and compacted in accordance with the Contract Documents. Volume measurement shall be determined on an in-place basis by survey prior to and after placement and compaction of subgrade fill, as documented and approved by the ENGINEER.

K. Bid Item UP-7: Non-TSCA PCB Impacted Material Off-Site Transportation and Disposal

1. Bid Item UP-7 shall be the bid unit cost price per ton for Non-TSCA PCB Impacted Material Off-Site Transportation and Disposal in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below in accordance with Section X Standard Specification 01 45 29.13 - Testing Laboratory Services Furnished by Contractor; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 01 45 28 – Chemical Sampling and Analysis, and 02 81 00 – Off-Site Transportation and Disposal, and described below but not limited to:

a. Dewatering excavated material as required to make suitable for transportation and to meet the moisture content and workability requirements of the disposal facility.
b. Full waste characterization testing, including paint filter and minimum strength testing requirements to meet the treatment, storage, and disposal facility's (TSDF) disposal requirements and frequencies.
c. Preparation of soil profiles for disposal at each TSDF.
d. Loading Non-TSCA PCB impacted materials into trucks for transport.
e. Transporting Non-TSCA PCB impacted materials to an approved licensed off-site disposal facility.
f. Off-loading Non-TSCA PCB impacted materials at disposal facility.

3. Measurement for payment for Bid Item UP-7: Non-TSCA PCB Impacted

Material Transportation Off-Site and Disposal shall be the bid **unit cost** price for each ton of Non-TSCA PCB Waste transported to and disposed at the approved disposal facility. Weight measurement shall be by certified scale and documented by certified weight ticket issued by the disposal facility. Certified weight tickets, and final manifests shall be submitted to the ENGINEER for comparison to on-site weight measurement prior to approval.

L. Bid Item UP-8: Amended Non-TSCA PCB Impacted Material Off-Site Transportation and Disposal

1. Bid Item UP-8 shall be the bid **unit cost** price per ton for Amended Non-TSCA PCB Impacted Material Off-Site Transportation and Disposal in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below in accordance with Section X Standard Specification 01 45 29.13 - Testing Laboratory Services Furnished by Contractor; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 01 45 28 – Chemical Sampling and Analysis, and 02 81 00 – Off-Site Transportation and Disposal, and described below but not limited to:
    a. Dewatering excavated material as required to make suitable for transportation and to meet the moisture content and workability requirements of the disposal facility.
    b. Test soil, 1 per 500 CY, for TCLP metals.
    c. If soil is deemed hazardous based on results of TCLP metals (specifically lead), add amendments, assume EnviroBlend CS at 3% by weight to render the soil non-leachable.
    d. Full waste characterization testing, including TCLP to confirm no longer hazardous due to leaching, paint filter and minimum strength testing requirements to meet TSDF disposal requirements and frequencies.
    e. Preparation of soil profiles for disposal at each TSDF.
    f. Loading amended non-TSCA PCB impacted materials into trucks for transport.
    g. Transporting amended non-TSCA PCB impacted materials to an approved licensed off-site disposal facility.
    h. Off-loading amended non-TSCA PCB impacted materials at disposal facility.
3. Measurement for payment for Bid Item UP-8: Amended Non-TSCA PCB Impacted Material Transportation Off-Site and Disposal shall be the bid **unit cost** price for each ton of Amended Non-TSCA Waste transported to and disposed at the approved disposal facility. Weight measurement shall be by certified scale and documented by certified weight ticket and final waste manifests issued by the disposal facility. Certified weight tickets shall be submitted to the ENGINEER for comparison to on-site weight measurement prior to approval.

M. Bid Item UP-9: TSCA PCB Impacted Material (PCBs >50ppm) Off-Site Transportation and Disposal

1. Bid Item UP-9 shall be the bid **unit cost** price per ton for TSCA PCB Impacted Material (PCBs >50ppm) Off-Site Transportation and Disposal in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below in accordance with Section X Standard Specification 01 45 29.13 - Testing Laboratory Services Furnished by Contractor; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 01 45 28 – Chemical Sampling and Analysis, and 02 81 00 – Off-Site Transportation and Disposal, and described below but not limited to:
    a. Dewatering excavated material as required to make suitable for transportation and to meet the moisture content and workability requirements of the disposal facility.
    b. Full waste characterization testing, including paint filter and minimum strength testing requirements to meet TSDF disposal requirements and frequencies.
    c. Preparation of soil profiles for disposal at each TSDF.
    d. Loading TSCA PCB impacted materials into trucks for transport.
    e. Transporting TSCA PCB impacted materials to an approved licensed off-site disposal facility.
    f. Off-loading TSCA PCB impacted materials at disposal facility.
4. Measurement for payment for Bid Item UP-9: TSCA PCB Impacted Material (PCBs >50ppm) Off-Site Transportation and Disposal shall be the bid **unit cost** price for each ton of TSCA PCB Waste transported to and disposed at the approved disposal facility. Weight measurement shall be by certified scale and documented by certified weight ticket and final waste manifests issued by the disposal facility. Certified weight tickets shall be submitted to the ENGINEER for comparison to on-site weight measurement prior to approval.

N. Bid Item UP-10: Amended TSCA PCB Impacted Material (PCBs >50ppm) Off-Site Transportation and Disposal

1. Bid Item UP-10 shall be the bid **unit cost** price per ton for Amended TSCA PCB Impacted Material (PCBs >50ppm) Off-Site Transportation and Disposal in accordance with the Contract Documents.
2. Provide all labor, materials, equipment, and incidentals necessary for the work described below in accordance with Section X Standard Specification 01 45 29.13 - Testing Laboratory Services Furnished by Contractor; and Section XI Supplemental Specifications 01 11 00 – Summary of Work, 01 45 28 – Chemical Sampling and Analysis, and 02 81 00 – Off-Site Transportation and Disposal, and described below but not limited to:

a. Dewatering excavated material as required to make suitable for transportation and to meet the moisture content and workability requirements of the disposal facility.
b. Test soil, 1 per 500 CY, for TCLP metals.
c. If soil is deemed hazardous based on results of TCLP metals (specifically lead), add amendments, assume mixing EnviroBlend CS at 3% by weight to render the soil non-leachable.
d. Full waste characterization testing, including TCLP to confirm no longer hazardous due to leaching, paint filter and minimum strength testing requirements to meet TSDF disposal requirements and frequencies.
e. Preparation of soil profiles for disposal at each TSDF.
f. Loading amended TSCA PCB impacted materials into trucks for transport.
g. Transporting amended TSCA PCB impacted materials to an approved licensed off-site disposal facility.
h. Off-loading amended TSCA PCB impacted materials at disposal facility.

3. Measurement for payment for Bid Item UP-10: Amended TSCA PCB Impacted Material (PCBs >50ppm) Transportation Off-Site and Disposal shall be the bid **unit cost** price for each ton of Amended TSCA PCB Waste transported to and disposed at the approved disposal facility. Weight measurement shall be by certified scale and documented by certified weight ticket, and waste manifests issued by the disposal facility. Certified weight tickets shall be submitted to the ENGINEER for comparison to on-site weight measurement prior to approval.

+ + END OF SECTION + +

Attachment C

Revised Section VII – Appendix B

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**
The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**
(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. **Requests for Payment** All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Michael Cruden, Director, Remedial Bureau E
(Name and Title)
NYS Dept of Env. Conservation - Env. Remediation
625 Broadway, 12th Floor, Albany, NY 12233-7012
(Address)
(518) 402-9814
(Telephone)

The designated appeal individual to review decisions is:

Andrew Guglielmi, Division Director
(Name and Title)
NYS Dept of Env. Conservation - Env. Remediation
625 Broadway, 12th Floor, Albany, NY 12233-7012
(Address)
(518) 402-9706
(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

(4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. **Force Majeure** The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. **Freedom of Information Requests** The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

XVIII. **Precedence** In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. **Article 15-Requirements**

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1)The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

(2)The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department", to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3)Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1)For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2)For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;

https://ny.newnycontracts.com

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3)Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i)Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii)The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii)If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv)The Contractor's EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the

implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of **15%** Minority Labor Force Participation**, 15%** Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

(2) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(3)Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

(1)For Waiver Requests Contractor should use Waiver Request Form.

(2)If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1)Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

(i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

(ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at http://www.dec.ny.gov/about/48854.html

Attachment D

Anticipated Discharge Criteria for Sanitary Sewer Based on Previous Conditional Permission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

For Discharge to POTW.
New permit will be required, previously were required to sample for everything listed for initial sample, then highlighted parameters routinely.

During the period beginning: August 2017 with the start of each discharge event

and lasting until: August 2018 7 days from the start of the discharge.

The discharges from the treatment facility to **Surface water** shall be limited and monitored by the operator as specified below (only highlighted parameters shall be analyzed for):

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	**CAS No.**	**Limitations Daily Max.**	**Units**	**Minimum Monitoring Requirements**		**FN**
				Measurement Frequency	**Sample Type**	
Flow	NA	Monitor	GPD	Continuous	Recorder	
pH (range)	NA	6.5 – 8.5	SU	1	Grab	
Oil and Grease	NA	15	mg/l	1	Grab	
BOD, 5-day	NA	5	mg/l	1	Grab	
Solids, Total Suspended	NA	10	mg/l	1	Grab	
Solids, Total Dissolved	NA	200	mg/l	1	Grab	
Acenaphthene	83-32-9	5.3	µg/l	1	Grab	
Acenaphthylene	208-96-8	10	µg/l	1	Grab	
Acetaldehyde	75-07-0	8	µg/l	1	Grab	
Acetone	67-64-1	100	µg/l	1	Grab	2
Acrolein	107-02-8	5	µg/l	1	Grab	
Acrylamide	79-06-1	5	µg/l	1	Grab	
Acrylic acid	79-10-7	50	µg/l	1	Grab	
Acrylonitrile	107-13-1	2	µg/l	1	Grab	2
Alachlor	15972-60-8	0.5	µg/l	1	Grab	
Aldicarb	116-06-3	7	µg/l	1	Grab	2
Aldicarb sulfone	1646-88-4	2	µg/l	1	Grab	
Aldicarb sulfoxide	1646-87-3	4	µg/l	1	Grab	
Aldrin	309-00-2	0.02	µg/l	1	Grab	2
Alkyl dimethyl benzyl ammonium chloride	68391-01-5	50	µg/l	1	Grab	
Alkyl diphenyl oxide sulfonates	NA	50	µg/l	1	Grab	
Allyl chloride	107-05-1	5	µg/l	1	Grab	
Aluminum, ionic	NA	100	µg/l	1	Grab	
Ametryn	834-12-8	50	µg/l	1	Grab	
4-Aminobiphenyl	92-67-1	5	µg/l	1	Grab	
Aminocresols *see Phenolic compounds – total phenols	95-84-1; 2835-95-2; 2835-99-6	*	µg/l	1	Grab	
Aminomethylene phosphonic acids salts * applies to each aminomethylene phosphonic acid salt individually	NA	50*	µg/l	1	Grab	
Aminopyridines * applies to sum of these substances	462-08-8; 504-24-5; 504-29-0; 26445-05-6	1*	µg/l	1	Grab	
3-Aminotoluene	108-44-1	5	µg/l	1	Grab	
4-Aminotoluene	106-49-0	5	µg/l	1	Grab	
Ammonia, Total (as NH_3)	7664-41-7	660	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Ammonia and Ammonium (NH_3 + NH_4^+ as N)	7664-41-7; NA	2200	µg/l	1	Grab	
Aniline	62-53-3	10	µg/l	1	Grab	2
Anthracene	120-12-7	3.8	µg/l	1	Grab	
Antimony	NA	10	µg/l	1	Grab	2
Arsenic	NA	50	µg/l	1	Grab	
Aryltiazoles * applies to each aryltiazole individually	NA	50*	µg/l	1	Grab	
Asbestos	NA	7,000,000	Fibers/L	1	Grab	
Atrazine	1912-24-9	8	µg/l	1	Grab	2
Azinphosmethyl	86-50-0	0.6	µg/l	1	Grab	2
Azobenzene	103-33-3	0.5	µg/l	1	Grab	
Barium	NA	1,000	µg/l	1	Grab	
Benz(a)anthracene	56-55-3	0.05	µg/l	1	Grab	2
Benzene	71-43-2	1	µg/l	1	Grab	
Benzidine	92-87-5	0.3	µg/l	1	Grab	2
Benzisothiazole	271-61-4	50	µg/l	1	Grab	
Benzo(b)flouranthene	205-99-2	0.07	µg/l	1	Grab	2
Benzo(k)fluoranthene	207-08-9	0.02	µg/l	1	Grab	2
Benzo(a)pyrene	50-32-8	0.09	µg/l	1	Grab	2
Benzo(ghi)perylene	191-24-2	10	µg/l	1	Grab	
Beryllium	NA	3	µg/l	1	Grab	
1-1'-Biphenyl	92-52-4	5	µg/l	1	Grab	
Bis(2-chloroethoxy)methane	111-91-1	5	µg/l	1	Grab	
Bis(2-chloroethyl)ether	111-44-4	0.03	µg/l	1	Grab	
Bis(chloromethyl)ether	542-88-1	5	µg/l	1	Grab	
Bis(2-chloro-1-methylethyl)ether	108-60-1	5	µg/l	1	Grab	
Bis(2-ethylhexl)phthalate	117-81-7	8	µg/l	1	Grab	2
Boric acid, Borates & Metaborates * apply to the sum of these substances	NA	125*	µg/l	1	Grab	
Boron	NA	1,000	µg/l	1	Grab	
Bromide	NA	2,000	µg/l	1	Grab	
Bromobenzene	108-86-1	5	µg/l	1	Grab	
Bromochloromethane	74-97-5	5	µg/l	1	Grab	
Bromodichloromethane	75-27-4	50	µg/l	1	Grab	
Bromoform	75-25-2	50	µg/l	1	Grab	
Bromomethane	74-83-9	5	µg/l	1	Grab	
n-Butanol	71-36-3	50	µg/l	1	Grab	
cis-2-Butenal	15798-64-8	5	µg/l	1	Grab	
trans-2-Butenal	123-73-9	5	µg/l	1	Grab	
cis-2-Butenenitrile	1190-76-7	5	µg/l	1	Grab	
trans-2-Butenenitrile	627-26-9	5	µg/l	1	Grab	
Butoxyethoxyethanol	112-34-5	50	µg/l	1	Grab	
Butoxypropanol	5131-66-8	50	µg/l	1	Grab	
Butylate	2008-41-5	50	µg/l	1	Grab	
n-Butylbenzene	104-51-8	5	µg/l	1	Grab	
sec-Butylbenzene	135-98-8	5	µg/l	1	Grab	
Tert-Butylbenzene	98-06-6	5	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Butyl benzyl phthalate	85-68-7	50	µg/l	1	Grab	
Butyl isopropyl phthalate	NA	50	µg/l	1	Grab	
Cadmium	NA	1.2	µg/l	1	Grab	
Carbofuran	1563-66-2	1.0	µg/l	1	Grab	
Carbon disulfilde	75-15-0	60	µg/l	1	Grab	
Carbon tetrachloride	56-23-5	0.5	µg/l	1	Grab	2
Carboxin	5234-68-4	50	µg/l	1	Grab	
Chloramben	NA	50	µg/l	1	Grab	
Chloranil	118-75-2	5	µg/l	1	Grab	
Chlordane	57-74-9	0.05	µg/l	1	Grab	
Chloride	NA	250,000	µg/l	1	Grab	
Chlorinateddibenzo-p-dioxins and Chlorinated dibenzofurans	NA	0.008	µg/l	1	Grab	2
Chlorine, Total Residual	NA	13	µg/l	1	Grab	
2-Chloroaniline	95-51-2	5	µg/l	1	Grab	
3- Chloroaniline	108-42-9	5	µg/l	1	Grab	
4- Chloroaniline	106-7-8	5	µg/l	1	Grab	
Chlorobenzene	108-90-7	5	µg/l	1	Grab	
4-Chlorobenzotrifluoride	98-56-6	5	µg/l	1	Grab	
1-Chlorobutane	109-69-3	5	µg/l	1	Grab	
Chloroethane	75-00-3	5	µg/l	1	Grab	
Chloroform	67-66-3	7	µg/l	1	Grab	
Chloromethyl methyl ether	107-30-2	5	µg/l	1	Grab	
2-Chloronaphthalene	91-58-7	10	µg/l	1	Grab	
2-Chloronitrobenzene	88-73-3	5	µg/l	1	Grab	
3-Chloronitrobenzene	121-73-3	5	µg/l	1	Grab	
4-Chloronitrobenzene	100-00-5	5	µg/l	1	Grab	
Chloroprene	126-99-8	5	µg/l	1	Grab	
Chlorothalonil	1897-45-6	5	µg/l	1	Grab	
2-Chlorotoluene	95-49-8	5	µg/l	1	Grab	
3-Chlorotoluene	108-41-8	5	µg/l	1	Grab	
4-Chlorotoluene	106-43-4	5	µg/l	1	Grab	
4-Chloro-o-toluidine	95-69-2	5	µg/l	1	Grab	
5-Chloro-o-toluidine	95-79-4	0.7	µg/l	1	Grab	
3-Chloro-1,1,1-trifuoropropane	460-35-5	5	µg/l	1	Grab	
Chromium	NA	50	µg/l	1	Grab	
Chromium (hexavalent)	NA	30	µg/l	1	Grab	2
Chrysene	218-01-9	0.6	µg/l	1	Grab	2
Cobalt	NA	5	µg/l	1	Grab	
Copper *Limit is 4.8 ug/l except in New York/New Jersey Harbor where it is 7.9 ug/l	NA	*	µg/l	1	Grab	
Cyanide (PQL) Sum of HCN and CN^- expressed as CN	NA	1.0	µg/l	1	Grab	
Cyanogen bromide	506-68-3	5	µg/l	1	Grab	
Cyanogen chloride	506-77-4	5	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Dalapon * Includes related forms that convert to the organic acid upon acidification to a pH of 2 or less; and esters of the organic acid	NA	50*	µg/l	1	Grab	
p,p'-DDD	72-54-8	0.02	µg/l	1	Grab	2
p,p'-DDE	72-55-9	0.01	µg/l	1	Grab	2
p,p'-DDT	50-29-3	0.05	µg/l	1	Grab	2
Dechlorane Plus	13560-89-9	5	µg/l	1	Grab	
Demton FN: apply to the sum of these substances	8065-48-3; 298-03-3; 126-75-0	0.1				
Diazinon	333-41-5	0.08	µg/l	1	Grab	
Dibenzo(a,h) anthracene	53-70-3	0.1	µg/l	1	Grab	2
1,2-Dibromobenzene	583-53-9	5	µg/l	1	Grab	
1,3-Dibromobenzene	108-36-1	5	µg/l	1	Grab	
1,4-Dibromobenzene	106-37-6	5	µg/l	1	Grab	
Dibromochloromethane	124-48-1	10	µg/l	1	Grab	
1,2-Dibromo-3-chloropropane	96-12-8	0.04	µg/l	1	Grab	
Dibromodichloromethane	594-18-3	5	µg/l	1	Grab	
Dibromomethane	74-95-3	5	µg/l	1	Grab	
2,2-Dibromo-3-nitrilopropionamide	10222-01-2	50	µg/l	1	Grab	
Di-n-butyl phthalate	84-74-2	50	µg/l	1	Grab	
Dichlorobenzenes * applies to each isomer (1,2-, 1,3- and 1,4-dichlorobenzene) individually.	95-50-1; 541-73-1; 106-46-7	3*	µg/l	1	Grab	
3,3'-Dichlorobenzidine	91-94-1	5	µg/l	1	Grab	
3,4-Dichlorobenzotriflouride	328-84-7	5	µg/l	1	Grab	
cis-1,4-Dichloro-2-butene	1476-11-5	5	µg/l	1	Grab	
trans-1,4-Dichloro-2-butene	110-57-6	5	µg/l	1	Grab	
Dichlorodifluoromethane	75-71-8	5	µg/l	1	Grab	
1,1-Dichloroethane	75-34-3	5	µg/l	1	Grab	
1,2-Dichloroethane	107-06-2	0.6	µg/l	1	Grab	
1,1-Dichloroethene	75-35-4	0.5	µg/l	1	Grab	
cis-1,2-Dichloroethene	156-59-2	5	µg/l	1	Grab	
trans-1,2-Dichloroethene	156-60-5	5	µg/l	1	Grab	
Dichloroflouromethane	75-43-4	5	µg/l	1	Grab	
2,4-Dichlorophenol *See limit for Phenolic compounds (total phenols)	120-83-2	*	µg/l	1	Grab	
2,4-Dichlorophenoxyacetic acid	94-75-7	10	µg/l	1	Grab	
1,1-Dichloropropane	78-99-9	5	µg/l	1	Grab	
1,2-Dichloropropane	78-87-5	0.5	µg/l	1	Grab	
1,3-Dichloropropane	142-28-9	5	µg/l	1	Grab	
2,2-Dichloropropane	594-20-7	5	µg/l	1	Grab	
1,1-Dichloropropene	563-58-6	5	µg/l	1	Grab	
1,3-Dichoropropene FN: applies to the sum of cis- and trans- 1,3-Dichoropropene, CAS Nos. 10061-01-5 and 10061-02-6 respectively	542-75-6	0.4*	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
2,3-Dichlorotoluene	32768-54-0	5	µg/l	1	Grab	
2,4-Dichlorotoluene	95-73-8	5	µg/l	1	Grab	
2,5-Dichlorotoluene	19398-61-9	5	µg/l	1	Grab	
2,6-Dichlorotoluene	118-69-4	5	µg/l	1	Grab	
3,4-Dichlorotoluene	95-75-0	5	µg/l	1	Grab	
3,5-Dichlorotoluene	25186-47-4	5	µg/l	1	Grab	
Dieldrin	60-57-1	0.005	µg/l	1	Grab	2
Di(2-ethylhexyl)adipate	103-23-1	20	µg/l	1	Grab	
Diethyl phthalate	84-66-2	50	µg/l	1	Grab	
1,2-Diflouro-1,1,2,2-tetrachloroethane	76-12-0	5	µg/l	1	Grab	
1,2-Diisopropylbenzene	577-55-9	5	µg/l	1	Grab	
1,3-Diisopropylbenzene	99-62-7	5	µg/l	1	Grab	
1,4-Diisopropylbenzene	100-18-5	5	µg/l	1	Grab	
N,N-Dimethylaniline	121-69-7	1	µg/l	1	Grab	
2,3-Dimethylaniline	87-59-2	5	µg/l	1	Grab	
2,4-Dimethylaniline	95-68-1	5	µg/l	1	Grab	
2,5-Dimethylaniline	95-78-3	5	µg/l	1	Grab	
2,6-Dimethylaniline	87-62-7	5	µg/l	1	Grab	
3,4-Dimethylaniline	95-64-7	5	µg/l	1	Grab	
3,5-Dimethylaniline	108-69-0	5	µg/l	1	Grab	
3,3'-Dimethylbenzidine	119-93-7	5	µg/l	1	Grab	
4,4'-Dimethylbibemzyl	538-39-6	5	µg/l	1	Grab	
4,4'-Dimethyldiphenylmethane	4957-14-6	5	µg/l	1	Grab	
Dimethylformamide	68-12-2	50	µg/l	1	Grab	
alpha, alpha-Dimethyl phenethylanime	122-09-8	5	µg/l	1	Grab	
2,4-Dimethylphenol *See limit for Phenolic compounds (total phenols)	105-67-9	*	µg/l	1	Grab	
Dimethyl phthalate	131-11-3	50	µg/l	1	Grab	
Dimethyl tetrachloroterephthalate	1861-32-1	50	µg/l	1	Grab	
1,3-Dinitrobenzene	99-65-0	5	µg/l	1	Grab	
2,4-Dinitrophenol *See limit for Phenolic compounds (total phenols)	51-28-5	*	µg/l	1	Grab	
2,3-Dinitrotoluene	602-01-7	5	µg/l	1	Grab	
2,4-Dinitrololuene	121-14-2	5	µg/l	1	Grab	
2,5-Dinitrololuene	619-15-8	5	µg/l	1	Grab	
2,6-Dinitrololuene	606-20-2	5	µg/l	1	Grab	
3,4-Dinitrololuene	610-39-9	5	µg/l	1	Grab	
3,5-Dinitrololuene	618-85-9	5	µg/l	1	Grab	
Di-n-octyl phthalate	117-84-0	50	µg/l	1	Grab	
Dinoseb *See limit for Phenolic compounds (total phenols)	88-85-7	*	µg/l	1	Grab	
Dioxin *See Chlorinated dibenzo-9-dioxins and Chlorinated dibenzofurans	NA	*	µg/l	1	Grab	
Diphenamid	957-51-7	50	µg/l	1	Grab	
Diphenylamine	122-39-4	5	µg/l	1	Grab	
1,2-Diphenylhydrazine	122-66-7	10	µg/l	1	Grab	2

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Diquat * Applies to the concentration of diquat ion whether free or as an undissociated salt.	2764-72-9	20*	µg/l	1	Grab	
Dodecylguanidine acetate and Dodecylguanidine hydrochloride * Applies to the sum of these substances	2439-10-3; 13590-97-1	50*	µg/l	1	Grab	
Dyphylline	479-18-5	50	µg/l	1	Grab	
Endosulfan	115-29-7	.001	µg/l	1	Grab	
Endothall	145-73-3	50	µg/l	1	Grab	
Endrin	72-20-8	0.05	µg/l	1	Grab	2
Endrin aldehyde	7421-93-4	5	µg/l	1	Grab	
Endrin ketone	53494-70-5	5	µg/l	1	Grab	
Ethylbenzene	100-41-4	4.5	µg/l	1	Grab	
Ethylene chlorohydrin	107-07-3	50	µg/l	1	Grab	
Ethylene dibromide	106-93-4	6×10^{-4}	µg/l	1	Grab	
Ethylene glycol	107-21-1	50	µg/l	1	Grab	
Ethylene oxide	75-21-8	0.05	µg/l	1	Grab	
Fluometuron	2164-17-2	50	µg/l	1	Grab	
Fluoranthene	206-44-0	50	µg/l	1	Grab	
Fluorene	86-73-7	50	µg/l	1	Grab	
Fluoride	NA	1500	µg/l	1	Grab	
Formaldehyde	50-00-0	8	µg/l	1	Grab	
Glyphosate	1071-83-6	50	µg/l	1	Grab	
Guaifenesin	93-14-1	50	µg/l	1	Grab	
Heptachlor	76-44-8	0.01	µg/l	1	Grab	2
Heptachlor epoxide	1024-57-3	0.2	µg/l	1	Grab	2
Hexachlorobenzene	118-74-1	0.2	µg/l	1	Grab	2
Hexachlorobutadiene	87-68-3	1	µg/l	1	Grab	2
alpha-Hexachlorocyclohexane	319-84-6	0.01	µg/l	1	Grab	2
beta-Hexachlorocyclohexane	319-85-7	0.02	µg/l	1	Grab	2
delta-Hexachlorocyclohexane	319-86-8	0.04	µg/l	1	Grab	2
epsilon-Hexachlorohexane	6108-10-7	0.02	µg/l	1	Grab	2
gamma-Hexachlorohexane	58-89-9	0.02	µg/l	1	Grab	2
Hexachloropentadiene	77-47-4	2.0	µg/l	1	Grab	2
Hexachloroethane	67-72-1	0.6	µg/l	1	Grab	
Hexachlorophene * See limit for Phenolic Compounds (total phenols)	70-30-4	*	µg/l	1	Grab	
Hexachloropropene	1888-71-7	5	µg/l	1	Grab	
2-Hexanone	591-78-6	50	µg/l	1	Grab	
Hexazinone	51235-04-2	50	µg/l	1	Grab	
Hydrazine	302-01-2	5	µg/l	1	Grab	
Hydrogen sulfide	7783-04-2	2	µg/l	1	Grab	
Hydroquinone * See limit for Phenolic Compounds (total phenols)	123-31-9	*	µg/l	1	Grab	
1-Hydroxyethylidene-1,1-diphosphonic acid	2809-21-4	50	µg/l	1	Grab	
2-(2-Hydroxy-3,5-di-tert-pentylphenyl)-benzotriazole * See limit for Phenolic Compounds (total phenols)	25973-55-1	*	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Indeno(1,2,3-cd)pyrene	193-39-5	0.2	µg/l	1	Grab	2
Iron	NA	300	µg/l	1	Grab	
Isodecyl diphenyl phosphate	29761-21-5	1.7	µg/l	1	Grab	
Isodrin	465-73-6	5	µg/l	1	Grab	
Isophorone	78-59-1	50	µg/l	1	Grab	
Isopropalin	33820-53-0	5	µg/l	1	Grab	
Isopropylbenzene	98-82-8	2.6	µg/l	1	Grab	
2-Isopropyltoluene	527-84-4	5	µg/l	1	Grab	
3-Isopropyltoluene	535-77-3	5	µg/l	1	Grab	
4-Isopropyltoluene	99-87-6	5	µg/l	1	Grab	
Isothiazolones, total (isothiazolinones) (includes 5-chloro-2-methyl-4-isothiazolin-3-one & 2-methyl-4-isothiazolin-3-one)	NA	1	µg/l	1	Grab	
Lead	NA	4	µg/l	1	Grab	
Linear alkyl benzene sulfonates (LAS)	NA	40	µg/l	1	Grab	
Magnesium	NA	35,000	µg/l	1	Grab	
Malathion	121-75-5	0.6	µg/l	1	Grab	2
Manganese	NA	300	µg/l	1	Grab	
Mercaptobenzothiazole	149-30-4	50	µg/l	1	Grab	
Mercury	NA	5×10^{-2}	µg/l	1	Grab	4
Methacrylic acid	79-41-4	50	µg/l	1	Grab	
Methacrylonitrile	126-98-7	5	µg/l	1	Grab	
Methoxychlor	72-43-5	0.4	µg/l	1	Grab	2
(1-Methoxyethyl) benzene	4013-34-7	50	µg/l	1	Grab	
(2-Methoxyethyl) benzene	3558-60-6	50	µg/l	1	Grab	
N-Methylaniline	100-61-8	5	µg/l	1	Grab	
Methylbenz(a)anthracenes * Applies to the sum of these substances	NA	0.002*	µg/l	1	Grab	
Methyl chloride	74-87-3	5	µg/l	1	Grab	
4,4'-Methylene-bis-(2-chloroaniline)	101-14-4	5	µg/l	1	Grab	
4,4'-Methylene-bis-(N-methyl)aniline	1807-55-2	5	µg/l	1	Grab	
4,4'-Methylene-bis-(N,N'-dimethyl) aniline	101-61-1	5	µg/l	1	Grab	
Methylene bisthiocyanate	6317-18-6	50	µg/l	1	Grab	
Methylene chloride	75-09-2	5	µg/l	1	Grab	
4-(1-Methylethoxy)-1-butanol	31600-69-8	50	µg/l	1	Grab	
2-Methylethyl-1,3-dioxolane	126-39-6	50	µg/l	1	Grab	
Methyl ethyl ketone	78-93-3	50	µg/l	1	Grab	
Methyl iodide	74-88-4	5	µg/l	1	Grab	
2-Methylnapthalene	91-57-6	4.2	µg/l	1	Grab	
Methyl parathion * see Parathion and Methyl parathion	298-00-0	*	µg/l	1	Grab	
alpha-Methylstyrene	98-83-9	5	µg/l	1	Grab	
2-Methylstyrene	611-15-4	5	µg/l	1	Grab	
3-Methylstyrene	100-80-1	5	µg/l	1	Grab	
4-Methylstyrene	622-97-9	5	µg/l	1	Grab	
Methyl tert-butyl ether (MTBE)	1634-04-4	10	µg/l	1	Grab	
Metolachlor ESA	171118-09-5	50	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Metolachlor OA	152019-73-3	50	µg/l	1	Grab	
Metribuzin	21087-64-9	50	µg/l	1	Grab	
Mirex	2385-85-5	0.4	µg/l	1	Grab	2
Naphthalene	91-20-3	10	µg/l	1	Grab	
Niacinamide	98-92-0	500	µg/l	1	Grab	
Nickel	NA	8.2	µg/l	1	Grab	
Nitrate	NA	10,000	µg/l	1	Grab	
Nitrate and Nitrite (as N)	NA	10,000	µg/l	1	Grab	
Nitrilotriacetic acid *Includes realted forms that convert to nitrilotriacetic acid upon acidification to a pH of 2.3 or less	NA	3*	µg/l	1	Grab	
Nitrite (as N)	NA	1,000	µg/l	1	Grab	
2-Nitroaniline	88-74-4	5	µg/l	1	Grab	
3-Nitroaniline	99-09-2	5	µg/l	1	Grab	
4-Nitroaniline	100-01-6	5	µg/l	1	Grab	
Nitrobenzene	98-95-3	0.4	µg/l	1	Grab	
N-Nitrosodiphenylamine	86-30-6	50	µg/l	1	Grab	
2-Nitrotoluene	88-72-2	5	µg/l	1	Grab	
3-Nitrotoluene	99-08-1	5	µg/l	1	Grab	
4-Nitrotoluene	99-99-0	5	µg/l	1	Grab	
5-Nitro-o-toluidine	99-55-8	5	µg/l	1	Grab	
Octachlorostyrene	29082-74-4	6×10^{-6}	µg/l	1	Grab	
Oxamyl	23135-22-0	50	µg/l	1	Grab	
Parathion	56-38-2	0.065	µg/l	1	Grab	
Parathion and Methyl parathion ** Applies to the sum of these substances. For the waters of the Great Lakes System, the Department will substitute a guidance value for the aquatic Type standard if so determined under 702.15 (c).	5638-2; 298-00-0	0.008**	µg/l	1	Grab	
Pendimethalin	40487-42-1	5	µg/l	1	Grab	
Pentachlorobenzene	608-93-5	5	µg/l	1	Grab	
Pentachloroethane	76-01-7	5	µg/l	1	Grab	
Pentachlorophenol * See limit for Phenolic Compounds (total phenols)	87-86-5	*	µg/l	1	Grab	
Phenanthrene	85-01-8	1.5	µg/l	1	Grab	
Phenol * See limit for Phenolic Compounds (total phenols)	108-95-2	*	µg/l	1	Grab	
Phenolic compounds – Total Phenols * Applies to the sum of these substances	NA	8	µg/l	1	Grab	2,8
Phenols, total chlorinated * See limit for Phenolic Compounds (total phenols)	NA	*	µg/l	1	Grab	
Phenols, total unchlorinated * See limit for Phenolic Compounds (total phenols)	NA	*	µg/l	1	Grab	
1,2-Phenylenediamine	95-54-5	5	µg/l	1	Grab	
1,3-Phenylenediamine	108-45-2	5	µg/l	1	Grab	
1,4-Phenylenediamine	108-45-2	5	µg/l	1	Grab	
Phenyl ether	101-84-8	10	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Phenylhydrazine	100-63-0	5	µg/l	1	Grab	
Phenylpropanolamine	14838-15-4	50	µg/l	1	Grab	
3-Phenyl-1-propene	637-50-3	5	µg/l	1	Grab	
cis-1-Phenyl-1-propene	766-90-5	5	µg/l	1	Grab	
trans-1-Phenyl-1-propene	873-66-5	5	µg/l	1	Grab	
Phosphorus	NA	20	µg/l	1	Grab	
Picloram	NA	50	µg/l	1	Grab	
Polybrominated biphenyls *Applies to each congener individually	NA	5*	µg/l	1	Grab	
PCB-1016	12674-11-2	0.20	µg/l	1	Grab	2,3
PCB-1221	11104-28-2	0.20	µg/l	1	Grab	2,3
PCB-1232	11141-16-5	0.20	µg/l	1	Grab	2,3
PCB-1242	53469-21-9	0.20	µg/l	1	Grab	2,3
PCB-1248	12672-29-6	0.20	µg/l	1	Grab	2,3
PCB-1254	11097-69-1	0.20	µg/l	1	Grab	2,3
PCB-1260	11096-82-5	0.20	µg/l	1	Grab	2,3
Prometon	1610-18-0	50	µg/l	1	Grab	
Propham	122-42-9	50	µg/l	1	Grab	
n-Propylbenzene	103-65-1	5	µg/l	1	Grab	
Propulene glycol	57-55-6	1000	µg/l	1	Grab	
Pyrene	129-00-0	4.6	µg/l	1	Grab	
Pyridine	110-86-1	50	µg/l	1	Grab	
Quaternary ammonium compounds (including dimethyl benzyl ammonium chloride & dimethyl ethyl benzyl ammonium chloride) *Applies to the sum of these substances	NA	10*	µg/l	1	Grab	
Selenium	NA	4.6	µg/l	1	Grab	
Silver, Total	NA	50	µg/l	1	Grab	
Simazine	122-34-9	0.5	µg/l	1	Grab	
Styrene	100-42-5	5	µg/l	1	Grab	
Sulfate	NA	250,000	µg/l	1	Grab	
Sulfides, Total	NA	50	µg/l	1	Grab	
Tebuthiuron	34014-18-1	50	µg/l	1	Grab	
Terbufos	13071-79-9	100	µg/l	1	Grab	2
Tetrachlorobenzenes * Applies to the sum of 1,2,3,4-, 1,2,3,5- and 1,2,4,5-tetrachlorobenzene.	636-66-2; 634-90-2; 95-94-3; 12408-10-5	5*	µg/l	1	Grab	
1,1,1,2-Tetrachloroethane	630-20-6	5	µg/l	1	Grab	
1,1,2,2-Tetrachloroethane	79-34-5	0.2	µg/l	1	Grab	
Tetrachloroethene	127-18-4	0.7	µg/l	1	Grab	
alpha, alpha, alpha, 4-Tetrachlorotoluene	5216-25-1	5	µg/l	1	Grab	
Tetrahydrofuran	109-99-9	50	µg/l	1	Grab	
1,2,3,4-Tetramethylbenzene	488-23-3	5	µg/l	1	Grab	
1,2,3,5-Tetramethylbenzene	527-53-7	5	µg/l	1	Grab	
1,2,4,5-Tetramethylbenzene	95-93-2	5	µg/l	1	Grab	
Thallium	NA	0.5	µg/l	1	Grab	
Theophylline	58-55-9	40	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Toluene	108-88-3	5	µg/l	1	Grab	
Toluene-2,4-diamine	95-80-7	5	µg/l	1	Grab	
Toluene-2,5-diamine	95-70-5	5	µg/l	1	Grab	
Toluene-2,6-diamine	823-40-5	5	µg/l	1	Grab	
o-Toluidine	95-53-4	0.6	µg/l	1	Grab	
Tolytriazole	29385-43-1	50	µg/l	1	Grab	
Toxaphene	8001-35-2	1	µg/l	1	Grab	2
1,2,4-Tribromobenzene	615-54-3	5	µg/l	1	Grab	
Tributyltin oxide	56-35-9	50	µg/l	1	Grab	
2,4,6-Trichloroaniline	634-93-5	5	µg/l	1	Grab	
Trichlorobenzenes *Applies to the sum of 1,2,3-, 1,2,4- and 1,3,5-trichlorobenzene	87-61-6; 120-82-1; 108-70-3; 12002-48-1	5*	µg/l	1	Grab	
1,1,1-Trichloroethane	71-55-6	5	µg/l	1	Grab	
1,1,2-Trichloroethane	79-00-5	1	µg/l	1	Grab	
Trichloroethene	79-01-6	5	µg/l	1	Grab	
Trichlorofluoromethane	75-69-4	5	µg/l	1	Grab	
2,4,5-Trichlorophenoxypropionic acid	93-72-1	10	µg/l	1	Grab	
1,1,2-Trichloropropane	598-77-6	5	µg/l	1	Grab	
1,2,3-Trichloropropane	96-18-4	0.04	µg/l	1	Grab	
cis-1,2,3-Trichloropropene	13116-57-9	5	µg/l	1	Grab	
trans-1,2,3-trichloropropene	13116-58-0	5	µg/l	1	Grab	
alpha,2,4-Trichlorotoluene	94-99-5	5	µg/l	1	Grab	
alpha,2,6-Trichlorotoluene	2014-83-7	5	µg/l	1	Grab	
alpha,3,4-Trichlorotoluene	102-47-6	5	µg/l	1	Grab	
alpha, alpha,2-Trichlorotoluene	88-66-4	5	µg/l	1	Grab	
alpha, alpha,4-Trichlorotoluene	13940-94-8	5	µg/l	1	Grab	
2,3,4-Trichlorotoluene	7359-72-0	0.34	µg/l	1	Grab	
2,3,5-Trichlorotoluene	56961-86-5	0.34	µg/l	1	Grab	
2,3,6-Trichlorotoluene	2077-46-5	0.34	µg/l	1	Grab	
2,4,5-Trichlorotoluene	6639-30-1	0.34	µg/l	1	Grab	
2,4,6-Trichlorotoluene	23749-65-7	0.34	µg/l	1	Grab	
1,1,1-Trichloro-2,2,2-trifluoethane	354-58-5	5	µg/l	1	Grab	
1,1,2-Trichloro-1,2,2-trifluoethane	76-13-1	5	µg/l	1	Grab	
1,2,3-Trimethylbenzene	526-73-8	5	µg/l	1	Grab	
1,2,4-Trimethylbenzene	95-63-6	5	µg/l	1	Grab	
1,3,5-Trimethylbenzene	108-67-8	5	µg/l	1	Grab	
2,3,6-Trimethylpyridine	1462-84-6	50	µg/l	1	Grab	
2,4,6-Trimethylpyridine	108-75-8	50	µg/l	1	Grab	
sym-Trinitrobenzene	99-35-4	5	µg/l	1	Grab	
2,3,4-Trinitrotoluene	602-29-9	5	µg/l	1	Grab	
2,3,6-Trinitrotoluene	18292-97-2	5	µg/l	1	Grab	
2,4,5-Trinitrotoluene	610-25-3	5	µg/l	1	Grab	
2,4,6-Trinitrotoluene	118-96-7	5	µg/l	1	Grab	
3,4,5-Trinitrotoluene	603-15-6	5	µg/l	1	Grab	
Triphenyl phosphate	115-86-6	4	µg/l	1	Grab	
Vanadium	NA	14	µg/l	1	Grab	

Outfall and Parameters **Outfall 001 – Containerized Well Development Water and/or Pump Test Water**	CAS No.	Limitations Daily Max.	Units	Minimum Monitoring Requirements		FN
				Measurement Frequency	Sample Type	
Vinyl chloride	75-01-4	2	µg/l	1	Grab	
1,2-Xylene	95-47-6	5	µg/l	1	Grab	
1,3-Xylene	108-38-3	5	µg/l	1	Grab	
1,4-Xylene	106-42-3	5	µg/l	1	Grab	
Zinc	NA	66	µg/l	1	Grab	

Footnotes:

1. Samples must be collected prior to each discharge event. Discharge may not commence until the sample results show compliance with the above discharge limitations.

2. Discharge limit is set at the Practical Quantitation Limit (PQL). Actual surface water effluent standard/limitation is below this limit. Analysis of this parameter shall be of the most stringent USEPA approved method in accordance with 40 CFR 136.

3. For PCBs:
   a. The treatment plant operator must monitor this discharge for PCBs using USEPA laboratory method 608. The laboratory must make all reasonable attempts to achieve a Minimum Detection Level (MDL) of 0.065 µg/l.
   b. 0.065 µg/l is the discharge goal. The treatment plant operator shall report all values above the MDL (0.065 µg/l per Aroclor). If the level of any Aroclor is above 0.65 µg/l, the treatment must evaluate the treatment system and identify the cause of the detectable level of PCBs in the discharge.
   c. If the Department determines that effluent monitoring results above can be prevented by implementation of additional measures as proposed by the treatment plant operator in footnote 3.b 9above, and approved by the Department, the treatment plant operator shall implement such additional measures.

4. The water quality based effluent limit for mercury is 7×10^{-4} µg/l. The enforceable limit is set at 0.05 µg/l for the purposes of compliance. The enforceable limit maybe revised in the future if DEC determines another limit is more appropriate. Mercury must be analyzed using USEPA Method 1631.

5. Only waters generated at remediation sites during sampling, pump tests, well development, or dewatering of excavations are authorized for treatment and discharge.

6. Samples and measurements, to comply with the monitoring requirements specified above, must be taken from the holding tank prior to discharge to the receiving waterbody.

7. Discharge is not authorized until such time as an engineering submission showing the method of treatment and discharge is approved by the Department. The discharge rate may not exceed the effective treatment system or ground adsorptive capacity. All monitoring data, engineering submissions and modification requests must be submitted to the following DER contact person: ***David J. Chiusano; david.chiusano@dec.ny.gov; (518)402-9813.***

8. Total phenolics must be analyzed using EPA Methods 420.1 or 420.2.

9. Discharge to a surface waterbody within the New York City Watershed is not authorized by these effluent criteria. Separate review of any proposed discharge to surface water within the New York City Watershed is required.

Attachment E

Approved Seed Mixes for Wetland and Upland Area

Wetland Seed Mix

NEW ENGLAND WETLAND PLANTS, INC

820 WEST STREET, AMHERST, MA 01002

PHONE: 413-548-8000 FAX 413-549-4000

EMAIL: INFO@NEWP.COM WEB ADDRESS: WWW.NEWP.COM

New England Wetmix (Wetland Seed Mix)

Botanical Name	Common Name	Indicator
Carex vulpinoidea	Fox Sedge	OBL
Carex scoparia	Blunt Broom Sedge	FACW
Carex lurida	Lurid Sedge	OBL
Carex lupulina	Hop Sedge	OBL
Poa palustris	Fowl Bluegrass	FACW
Bidens frondosa	Beggar Ticks	FACW
Scirpus atrovirens	Green Bulrush	OBL
Asclepias incarnata	Swamp Milkweed	OBL
Carex crinita	Fringed Sedge	OBL
Vernonia noveboracensis	New York Ironweed	FACW+
Juncus effusus	Soft Rush	FACW+
Aster lateriflorus (Symphyotrichum lateriflorum)	Starved/Calico Aster	FACW
Iris versicolor	Blue Flag	OBL
Glyceria grandis	American Mannagrass	OBL
Mimulus ringens	Square Stemmed Monkey Flower	OBL
Eupatorium maculatum (Eutrochium maculatum)	Spotted Joe Pye Weed	OBL

PRICE PER LB. $135.00 MIN. QUANITY 1 LBS. **TOTAL:** $135.00 APPLY: 18 LBS/ACRE :2500 sq ft/lb

The New England Wetmix (Wetland Seed Mix) contains a wide variety of native seeds that are suitable for most wetland restoration sites that are not permanently flooded. All species are best suited to moist ground as found in most wet meadows, scrub shrub, or forested wetland restoration areas. The mix is well suited for detention basin borders and the bottom of detention basins not generally under standing water. The seeds will not germinate under inundated conditions. If planted during the fall months the seed mix will germinate the following spring. During the first season of growth several species will produce seeds while other species will produce seeds after the second growing season. Not all species will grow in all wetland situations. This mix is comprised of the wetland species most likely to grow in created/restored wetlands and should produce more than 75% ground cover in two full growing seasons.

The wetland seeds in this mix can be sown by hand, with a hand-held spreader, or hydro-seeded on large or hard to reach sites. Lightly rake to insure good seed-to-soil contact. Seeding can take place on frozen soil, as the freezing and thawing weather of late fall and late winter will work the seed into the soil. If spring conditions are drier than usual watering may be required. If sowing during the summer months supplemental watering will likely be required until germination. A light mulch of clean, weed free straw is recommended.

New England Wetland Plants, Inc. may modify seed mixes at any time depending upon seed availability. The design criteria and ecological function of the mix will remain unchanged. Price is $/bulk pound, FOB warehouse, Plus SH and applicable taxes.

Upland Seed Mix

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New England Roadside Matrix Wet Meadow Seed Mix

Botanical Name	Common Name	Indicator
Elymus riparius	Riverbank Wild Rye	FACW
Elymus virginicus	Virginia Wild Rye	FACW-
Festuca rubra	Red Fescue	FACU
Panicum virgatum	Switch Grass	FAC
Carex scoparia	Blunt Broom Sedge	FACW
Cornus amomum	Silky Dogwood	FACW
Carex lurida	Lurid Sedge	OBL
Iris versicolor	Blue Flag	OBL
Asclepias incarnata	Swamp Milkweed	OBL
Viburnum dentatum	Arrow Wood Viburnum	FAC
Aster novae-angliae (Symphyotrichum novae-anglia	New England Aster	FACW-
Eupatorium perfoliatum	Boneset	FACW
Eupatorium maculatum (Eutrochium maculatum)	Spotted Joe Pye Weed	OBL
Sambucus canadensis	Elderberry	FACW-
Scirpus atrovirens	Green Bulrush	OBL
Aster umbellatus (Doellingeria u.)	Flat Topped/Umbrella Aster	FACW

PRICE PER LB. $65.00 MIN. QUANITY 1 LBS. **TOTAL:** $65.00 APPLY: 35 LBS/ACRE :1250 sq ft/lb

The New England Roadside Matrix Mixes are designed for use along roads and highways. These mixes are unusual in that tey contain native grasses, wildflowers, and shrubs that are blended together as a native matrix seed mix. In areas that receive frequent mowing, the cold season grasses will dominate, such as those areas closet to the roadway shoulder. In areas farther from the road, which may be mown only once each year, or in hard to mow areas, such as around sign posts, the wildflower component will become dominant.. Along cuts and side slopes which may never be mown, the shrub component will add diversity and beauty to the roadside plantings.it is a particularly appropriate seed mix for roadsides, industrial sites, or cut and fill slopes. These mixes may be applied by hydroseeding, or by mechanical spreader. Always apply on a clean, wed-free seed bed. After sowing, lightly rake or roll the site to improve seed-to-soil contact. Best results are obtained with a mid-late spring seeding.summer seeding will benefit from a light mulching of clean, weed-free straw to conserve soil moisture.