

FORMER KENCO CHEMICAL COMPANY, INC. OPERABLE UNIT NO. 2 (OU2): SOURCE AREA IN-SITU THERMAL REMEDIATION

Town of Glenville, Schenectady County, New York
Inactive Hazardous Waste Site Number 447039

JUNE 9, 2023

ADDENDUM No. 3

TO CONTRACT D012803



Department of
Environmental
Conservation

Prepared by:

New York State Department of Environmental Conservation
Division of Environmental Remediation

and

Ramboll Americas Engineering Solutions, Inc.
Certificate of Authorization: 17993



Expires – 04/30/2024

ATTACHMENT A
QUESTIONS AND RESPONSES

ATTACHMENT A
RESPONSES TO QUESTIONS RECEIVED THROUGH JUNE 2, 2023
Former Kenco Chemical Company, Inc. (Site No. 447039)
OU 2 – In-Situ Thermal Remediation (Contract No. D012803)

ANNOUNCEMENTS:

1. Based on the response to Question 26 below, **Addendum No. 3** includes an amendment to the procurement schedule as follows:
 - a. Bid opening will be **Thursday July 13th at 1:00 PM EST**. All prior instructions for bid remain in effect.
2. The reference to a *Limited Site Data Document* is hereby removed from the Contract. Revised Contract pages affected by this change are included in **Attachment B**.

BID QUESTIONS AND RESPONSES:

(Note: numbering below continued from Questions and Responses 1-9 included in Addendum 2 dated 5/26/23)

Question 10: What activities would trigger the start of CAMP monitoring and when would the Department allow for CAMP monitoring to cease, when the site cleanup is achieved from the ISTR?

Response 10: Refer to Supplementary Specifications, Section 02 62 18, Part 3.4.1, Item d. for specified CAMP monitoring time periods.

Question 11: Since the Department has made every item Lump Sum for this bid, how does the Department handle any out of the ordinary price fluctuations that may occur in natural gas and electric utility costs? Will the Department compensate contractors on fluctuations in utility costs over the course of the project?

Response 11: Refer to Response 43.

Question 12: Will all field offices be required from mobilization until final completion of the project?

Response 12: Field office trailer, (i.e., Temporary Facilities) will be required from mobilization through Substantial Completion. Refer to Specification 01 51 05 1.1 A 4 and Specification 01 52 11 Engineer's Field Office.

Question 13: In Spec Section 01 51 05 1.2 H is the decontamination trailer required for this project? There is not much soil exposure on this project.

Response 13: Part 1.2 H of Specification 01 51 05 is hereby removed from the Contract Documents. Refer to revised Specification 01 51 05 pages included in **Attachment B**.

Question 14: In Spec Section 31 62 16 – Sheet Piling – confirming that under 1.1 A, there are not anchors, walers, or struts required?

Response 14: The Sheet Piling design is the responsibility of the Contractor and the use of anchors, walers, and struts will be decided by the sheet pile designer retained by the Contractor.

Question 15: In Spec Section 31 62 16 – Sheet Piling – can a profile of the sheet pile wall around the entire site be provided, since the cross sections only provide depths at the cross section locations? A profile of the entire wall should be provided so an accurate cost for the installation can be provided.

Response 15: Refer to the table at the upper right on sheet C-106 of the Contract Drawings. Also refer to the sheet pile barrier profile included in Appendix K of the April 2023 Remedial Design Report (refer to Contract Section IV, Article 5), which provides a summary of the geology along the planned sheet pile barrier alignment, based on the boring logs included in Appendix G of the same document.

Question 16: Spec Section 31 62 16 – Sheet Piling – 2.1 Materials – Are new steel sheets required for this project? Or can good condition used sheets be used?

Response 16: Used steel sheet piles may be used, provided that they are clean and in good condition (sheet pile interlocks must be undamaged). Refer to revised Specification 31 62 16 page included in **Attachment B**.

Question 17: The drilling component of the project would involve drillers from out of town. The question is can the drillers work a 10 day on and 4 days off schedule, which they would work through Saturday and Sunday? This would change over the course of the drilling with some weekends falling into the 4 days off rotation. There still would be other work taking place on-site during those off days if it did not fall on a weekend.

Response 17: For the purpose of Bid, proposers should adhere to the specified working hours as noted in the Contract Documents, Section VIII, Article 5.3.1. The Contractor may petition the Department and the NYS Department of Labor for alternative work hours following Contract execution; however, dispensation for alternative work hours is not guaranteed. The Department's oversight costs, outside of those hours identified in the Contract Documents, will be borne by the Contractor.

Question 18: Will the brush debris piles on-site be managed prior to the Contractor's mobilization or does this have to be managed under the execution of this project.

Response 18: The brush/debris piles on-site will be managed as part of the scope of work for this Contract.

Question 19: For temporary roads, Contractor staging and clean staging areas can the stone be left on-site or will this need to be removed and taken off-site at completion of project?

Response 19: The stone for these areas must be removed and taken off-site as part of site restoration. Refer to sheet C-110 of the Contract Drawings.

Question 20: Did National Grid provide any guidance on how long it would take for power to be provided to the site, once provided the necessary approvals from the Contractor?

Response 20: Figure 9 of the April 2023 Remedial Design Report (refer to Contract Section IV, Article 5) provides information regarding estimated timelines for National Grid to design and install power and natural gas service to the site (refer to Tasks 23-25). The estimated schedule presented was derived from conversations with National Grid.

Question 21: There seems to be some missing monitoring well data. All the wells identified for abandonment cannot be found in the Limited Site Data Document. Can a list of the wells, diameters, materials of construction and depths be provided?

Response 21: Refer to Table 4 of the April 2023 Remedial Design Report.

Question 22: The price of steel has fluctuated by more than 50% over the past year. It will be difficult to predict the cost for sheet piles one year from now when the sheet piles are actually installed. Since the quantity of sheet pile is the same for all bidders, would NYSDEC be able to add an allowance to the bid sheet based on today's pricing (similar to what was done in bid items LS-3A and LS-4A) to equalize bidding for this large quantity item, or agree that the pricing will be indexed similar to what was stated in Addendum 2 to address fluctuating electric and gas pricing?

Response 22: Bid as specified.

Question 23: Public documents show that acetone concentrations as high as 4,700 mg/kg and MEK concentrations as high as 0.95 mg/kg were observed in soil at a former ISTR project in NY as a result of the breakdown of natural soil organics during heating. Five years later, the concentrations of acetone and MEK in groundwater were noted to be less than detection limits. At a recent thermal remediation project in NY, we observed post-remediation acetone and MEK in groundwater at concentrations as high as 4,400 ug/L and 2,200 ug/L, respectively. The concentrations were noted to degrade at a half-life in the range of 30 to 60 days after the remediation was completed. Based on these two data sets, we would anticipate that it could take between 17 to 34 months for acetone and MEK to degrade to the cleanup objectives described in Table 1-1 of the RFP. How should the contractor address the issue of acetone and MEK that persists in the soil during this 1.5 to 3-year degradation timeframe with respect to the project schedule and liquidated damages?

Response 23: The ISTR Treatment Objectives for acetone and 2-butanone included in Table 1-1 of Section 02 62 18 in the Supplementary Specifications are hereby removed from the Contract (refer to revised Table 1-1 included in **Attachment B**).

Question 24: Is the MWBE a goal or requirement?

Response 24: The MWBE is a goal based on documentation of good faith efforts. Refer to Contract Section VII, Appendix B, Article XIX for additional MWBE program information.

Question 25: It is clear that 790 cubic yards of imported wetland soil are required, but the amount of other imported soil to meet the grading plans over the remaining two acres of the site is unclear. The pdf drawings are not completely to scale. Cut-and-fill balance calculations using the pdf drawings suggest that the Engineer may have already performed a cut-and-fill balance to minimize imported off-site material to a de minimus volume. As it is impossible to accurately estimate the volume of imported soil needed from pdf drawings, can NYSDEC provide a volume that all bidders should use?

Response 25: Refer to the note at the upper left of Sheet C-106 of the Contract Drawings.

Question 26: With several important questions still not resolved and answers not expected until June 9th, it may be difficult to complete the final preliminary design and pricing before the proposals need to be assembled and delivered prior to June 22nd. We request an additional two-week extension.

Response 26: The Bid Opening date and time for this project is hereby revised to **1:00 p.m. Eastern Time on Thursday, July 13, 2023.**

Question 27: Questions regarding the railroad insurance follow:

- a. Will the Contractor be required to hold the railroad harmless?
- b. What is the daily train traffic on the tracks?
- c. Are railroad flagmen or supervisors required to be present during all right-of-way work?

Response 27: Responses regarding the railroad insurance follow:

- a. For bidding purposes, assume the Contractor will be required to hold the railroad harmless.
- b. Daily train traffic on the tracks is unknown.
- c. For bidding purposes, assume that railroad flagmen or supervisors are required to be present during all right-of-way work.

Question 28: How soon can the Contractor expect to be paid after submittal of its invoice?

Response 28: NYSDEC endeavors to make payment of approved contractor invoices within 30 calendar days following receipt by the DEC project manager. Interest is accrued and paid to the Contractor after 30 calendar days.

Question 29: Please confirm that progress payments will be based on the percentage completion of project tasks.

Response 29: Refer to Contract Section XII (Measurement for Payment), Part 2, Item B.3.

Question 30: There are MWBE contractors registered in New York that are available to perform the earthwork components; however, there are contractors that are not MWBE-certified available at lower cost. Due to the project size and specialization of the ISTR technology, it is not practicable to meet the 30% MWBE goal. Please clarify if contractors should select MWBE criteria over price to achieve as high a MWBE percentage as possible.

Response 30: Refer to Response 24. Bid pricing is the sole responsibility of the bidder. Refer to Contract Section VII, Appendix B, Article XIX for additional MWBE program information (including Article XIX (e) regarding program waivers). Also included in **Attachment C** for reference is the MWBE Good Faith Effort Guide and Solicitation Log. Contractors are obligated to track their MWBE subconsultant outreach throughout the term of the Contract. Contractors are obligated to report all MWBE payments via the NYS Contract System: <https://ny.newnycontracts.com/Default.asp>.

Question 31: The current schedule allows 176 days to treat 150,000 cubic yards of soil, which includes the downtime for verification sampling. This is an inadequate time for treatment. For example, an air discharge requirement of 0.054 lbs/hr with a 99.9% destruction efficiency allows for about half the estimated mass in place to be treated. Also, each thermal vendor will have different projected times that their thermal model indicates are required to achieve the goals. Should the vendor's proposal describe the time needed for treatment, or should its price include the liquidated damages associated with the extra run time?

Response 31: Note that the referenced figure of 176 days is in units of business or working days as shown in the Remedial Design Report. The Contract Documents define a Day as a calendar day. Contract Section VI, Agreement – Attachment A, Part C provides 820 calendar days, plus 20 calendar days, from the date of Execution to achieve treatment criteria.

Question 32: If interim sampling shows that a portion of the treatment volume has achieved

the remedial goals, will the Contractor be able to turn off heating in those areas?

Response 32: Refer to the Supplementary Specifications, Section 02 62 18, Part 3.5.2.

Question 33: If soil sampling shows that a portion of the treatment volume has achieved the remedial goals, will further sampling be limited to only those areas that have not yet achieved the goals?

Response 33: Yes. However, the Department reserves the right to require the Contractor to perform verification soil sampling to confirm that re-contamination of the “clean” soils (soils meeting the treatment objectives) has not occurred, if ISTR treatment operations are continued in other portions of the treatment zone.

Question 34: The solicitation asks the Contractor to pay for electricity; however, based on the provided schedule, operations will not begin for two years. As it is not possible to project energy prices for two years, the Contractor will assume tremendous risk. Would NYSDEC consider paying this cost directly if the Contractors provide usage estimates?

Response 34: Refer to response 43.

Question 35: Is bonding required to cover the cost of energy?

Response 35: Yes.

Question 36: Will NYSDEC return the 5% retention when each task is completed, or will it hold the entire retention until the end of the project?

Response 36: The five-percent (5%) retainage is held until Substantial Completion at which point it may be reduced to two times the estimate of remaining work (punch list) until fully released at Final Completion. Refer to Contract Section VI, Article 9.1.1.

Question 37: If all of the COCs are remediated to cleanup objectives except for acetone and 2-butanone (MEK), will the Contractor be responsible to continue thermal treatment until acetone and 2-butanone (MEK) are below cleanup objectives?

Response 37: Refer to response 23.

Question 38: If all of the COCs are remediated to cleanup objectives except for acetone and 2-butanone (MEK), will liquidated damages be assessed to the Contractor until acetone and 2-butanone (MEK) are below the cleanup objectives?

Response 38: Refer to response 23.

Question 39: Many of the subcontractors we have spoken to cannot meet the insurance flow-down provisions. Would subcontractors with little to no exposure to subsurface contaminants (electricians, plumbers, surveyors, fence installers, insulation installers, riggers) be allowed to have reduced insurance coverage since they are already covered under the insurance policy of the prime?

Response 39: Bidders are responsible for determining the required insurance type(s) and coverages for all proposed subcontractors. Refer to Contract Section VIII, Article 4.2, Item I.

Question 40: Would subcontractors performing surface work with no potential exposure to

subsurface contaminants (electrical, plumbers, fence installation, surface insulation, riggers) be required to have 40-hour OSHA certification?

Response 40: Compliance with OSHA 1910.120, health and safety requirements and subcontractor qualifications are the responsibility of the bidder.

Question 41: The RFP indicates that a work plan, HASP and QA/QC plan must be completed and submitted within 5 days following notice of apparent low bid. These documents are usually pretty extensive and take more than 5 days to complete. Are the reports expected to be submitted in complete form or in draft outline?

Response 41: Documents of sufficient detail to demonstrate the bidder's understanding of the work, competency in performing the work and thoughtful execution of the work are required within five days of notification of apparent low bid.

Question 42: The bid form has almost \$1 million that the contractor is expected to pay shortly after award (June or July 2023) to allow National Grid to commence with detailed designs and construction services. Will the winning contractor be able to submit an invoice to NYSDEC immediately after making the payment of almost \$1 million, and can they expect payment to be on Net 30 terms?

Response 42: Yes. Refer to Response 28.

Question 43: Section XII – Measurement for Payment LS-7, LS-8, LS-9, LS-10. There is no predictability in the fluctuating cost of electricity, natural gas, or water. To level the playing field will the Department consider a cost allowance for these utilities that can be adjusted accordingly based on the actual cost? If a cost allowance isn't feasible, could these items be changed to a unit cost? Actual usage may vary significantly between contractors, creating a wide swing in bid amounts. Changing these items to a Unit Cost will level bid amounts.

Response 43: For bidding purposes, use the following assumptions in preparing bid costs for LS-7, LS-8, and LS-10:

- LS-7 – assume \$0.13/kW-hr for the unit cost of electrical power
- LS-8 – assume \$7.50/MMBTU for the unit cost of natural gas
- LS-10 – refer to response 46

The intent is to adjust the above-noted payment items based on actual unit costs (i.e., utility unit rates, POTW discharge unit fees) in effect at the time the utilities are used for ISTR heating. Bidders are responsible for estimating their total demand/usage (e.g., number of kW-hr, number of MMBTU, total gallons of wastewater discharged) as part of the bid, and costs for these payment items will not be adjusted based on actual demand/usage. The one-time negotiation regarding adjustment in unit cost(s) described in the amended Measurement for Payment will follow the procedures in Contract Section VIII, Article 9 and Section 01 26 00 Contract Modification Procedures.

Refer to revised language in Measurement for Payment Articles LS-7, LS-8, and LS-10 included in **Attachment B**.

Question 44: 31 23 16 – Earthwork - Can excavated concrete removed within the treatment area be recycled, or does it have to go to a licensed landfill?

Response 44: Refer to Note 2 on Sheet C-104 of the Contract Drawings.

Question 45: 02 62 18 – ISTR – Please define regulatory requirements regarding air emissions criteria.

Response 45: Air emissions control requirements are described in Section 02 62 18, Part 1.7.2. Further information regarding the basis for these requirements is included in Appendix N of the April 2023 Remedial Design Report.

Question 46: 02 62 18 – ISTR – Is a discharge fee schedule available for applicable sewer discharge point?

Response 46: For bidding purposes, assume that the draft City of Schenectady WPCP discharge limitations, permit requirements, and fees included in Appendix O of the April 2023 Remedial Design Report apply.

Question 47: 02 62 18 – ISTR – For bidding purposes, please specify the number of required pressure sensors to be installed within the treatment zone; or perhaps, provide a Unit Cost line item for their installation.

Response 47: The number of pressure monitoring points within the treatment zone is at the bidder's discretion, based on their selected ISTR technology and construction means and methods. The Contractor shall provide sufficient monitoring to ensure pneumatic control over the extent of the treatment zone and guard against fugitive emissions.

Question 48: 02 62 18 – ISTR – For bidding purposes, please specify the frequency of analytical sampling of the recovered free liquids as necessary to support mass removal estimates for ISTR treatment progress tracking and reporting (weekly, monthly, etc.).

Response 48: The frequency and/or numbers of analytical samples of recovered free liquids required to support mass removal estimates for ISTR treatment progress tracking and reporting will be based on the type(s) and volumes of free liquids recovered during the Contractor's ISTR operations, and as such the required number(s) of these analytical samples will be determined by the bidder. For the purpose of preparing Bids, proposers should assume monthly sampling.

Question 49: 02 62 18 – ISTR – From Part 3.5.2 Shutdown "Contractor shall continue operating the vapor and liquid handling and treatment equipment after de-energizing the ISTR treatment zone until such time it can be demonstrated that any residual fugitive emissions do not pose a risk at the Site or to the surrounding community." Please define or establish a limit of "risk".

Response 49: Determination of a suitable time period to continue operation of ISTR vapor and liquid handling and treatment equipment following cessation of heating operations will be the Contractor's responsibility, based on the Contractor's selected ISTR technology and operations approach, in consultation with the Engineer. Factors defining the acceptable limit of risk to the community may include, but are not limited to: achievement of Ambient Air Quality Standards; cessation of positive pressures beneath the ISTR cover; and demonstration of zero fugitive emissions.

Question 50: Is there an existing SPDES permit in place? If not, issuance of a SPDES permit from the NYSDEC could take more than 6 months at a timeframe out of the Contractor's control. If the permit is filed for expeditiously will the schedule be placed on hold until issuance, assuming it becomes a critical task item?

Response 50: Refer to Contract Section IX (Supplementary Conditions), SC 2.0 addressing permits that will be obtained by the Department. Although a SPDES permit has not yet been obtained, for bidding purposes, assume that the parameter-specific daily maximum discharge limitations included in the NYSDEC *Generic Effluent Criteria for Surface Water Discharges* (memo dated August 28, 2013) apply. This memo is included in Appendix O of the April 2023 Remedial Design Report. Note that Table 3-3 of Section 02 62 18 provides an incorrect reference to POTW discharge criteria under the "Data Use and/or Compliance Requirement" column; the reference in this column should be to the above-noted surface water discharge criteria. Refer to revised language for Section 02 62 18 included in **Attachment B**.

Question 51: Section XII – Measurement for Payment LS-3A and LS-4A – How is schedule impacted by potential delays associated with work covered in these line items? Will the Department be able to assist in applying leverage to utility providers so that this work is scheduled expeditiously?

Response 51: Refer to response 20 regarding schedule information associated with these activities. The Department acknowledges the unique circumstance which could result in delay outside the control of the Contractor or the Department. The Department will assist the Contractor if possible; however the Department has no particular influence over providers of the identified utilities. Therefore, the Contractor is solely responsible for coordinating with utility providers such that work is completed expeditiously. Delays resulting from Contractor's inaction, and not from the utility providers failure to maintain schedule, will be met with the Liquidated Damages identified in Contract Section VI Agreement – Attachment A.

Question 52: 31 23 16 Part 3.7 Offsite Transportation and Disposal – Please specify type of disposal facility required. Is there a specific requirement that outbound material needs to be landfilled, or would willing and capable recycling facilities be acceptable?

Response 52: The Contractor shall be responsible for identifying and proposing off-site disposal facilities for Department review and approval. Also refer to Note 12 on Sheet G-001 of the Contract Drawings, and to various notes on Sheet C-104 of the Contract Drawings regarding off-site disposal of various materials.

Question 53: 31 23 16 Part 3.7 Offsite Transportation and Disposal – Is there a Fed ID # associated with the site? Is the waste fed listed? Will a contained in determination be required?

Response 53: For bidding purposes, assume that contained in determinations will be required for site materials designated for off-site disposal. Prior contained in determinations have been granted based on the presence of a Listed Waste. The site Federal ID No. is NYR000163998.

Question 54: What are the air and water discharge permit requirements?

Response 54: Refer to responses 45, 46, and 50.

Question 55: Are soil and groundwater from the site considered characteristic hazardous waste or listed (e.g., F-listed) hazardous waste?

Response 55: Refer to response 53.

Question 56: What is the mass of vinyl chloride at the site? Vinyl chloride will desorb from the activated carbon fully during the course of operations. Does the mass of vinyl chloride exceed 20 lbs.?

Response 56: Information regarding the estimated treatment zone VOC mass is included in Appendix J of the April 2023 Remedial Design Report.

Question 57: Please confirm that all site contaminants are listed in the RFP documents.

Response 57: The Contract Documents (reference Contract Section IV, Article 5) provide available information regarding the site.

Question 58: Please provide the rationale for the mass estimate and any calculations used in the development of the contaminant mass estimate.

Response 58: Refer to response 56.

Question 59: May we get a CADD file of the site?

Response 59: Electronic copies of CAD drawings will be furnished to the selected Contractor following Contract award.

Question 60: May we get a CADD file of the site underground utilities?

Response 60: Refer to response 59.

Question 61: Can we get a soil sample for resistivity testing?

Response 61: Proposers should utilize the information provided to prepare Bids. No additional time or access to the site will be granted for media- or method-specific analyses.

Question 62: What is the organic carbon content of the soil?

Response 62: Available information regarding soil organic carbon content is included in the Contract Documents (reference Contract Section IV, Article 5).

Question 63: What are the groundwater quality parameters, including ferrous iron concentrations, pH, total dissolved solids, calcium hardness, and total alkalinity?

Response 63: Available groundwater data are included in the Contract Documents (reference Contract Section IV, Article 5)

Question 64: What site water supply and quality are available?

Response 64: There is no on-site water supply source. Water supply for the Contract work is anticipated to be obtained via construction of a new service lateral to tap into an existing potable water main located along Freemans Bridge Road. Also refer to sheet C-105 of the Contract Drawings.

Question 65: What is the sewer capacity? How close to the equipment area is this discharge point?

Response 65: For bidding purposes, assume a maximum instantaneous discharge rate of 60 gpm to the sanitary sewer (reference Table 3-2 in Section 02 62 18 of the Supplementary Specifications). Refer to sheet C-105 of the Contract Drawings for the location of the sanitary sewer and proposed new service lateral connection to support the ISTR project.

Question 66: Soil disposal locations. Do landfills need to be pre-approved?

Response 66: Refer to response 52.

Question 67: Is there an approved vendor list for any of the subcontractors and/or local trades (drilling, electrical, concrete, etc.)?

Response 67: No.

Question 68: How close to the equipment area is the discharge point?

Response 68: Refer to sheet C-105 of the Contract Drawings. Refer to Response 65.

Question 69: Security needs. How safe is the area? Will guards, cameras, and/or a security system be required?

Response 69: The Contractor is responsible for evaluating, furnishing and maintaining measures to secure their work areas. Refer to Specification 01 57 33.

Question 70: Demobilization – what level of decontamination is required?

Response 70: The Contractor is responsible for evaluating, furnishing and implementing appropriate decontamination measures based on their proposed means and methods. Post-construction surficial soil samples, at a frequency of one per 900 sq. ft., shall be analyzed by method 8260C to verify no impacts from COCs to soils underlying decontamination pads, secondary containment structures or similar impoundments.

Question 71: What is the depth, material of construction, and status of the nearby utilities?

Response 71: Available information regarding site utilities is included in the Contract Drawings and the April 2023 Remedial Design Report. Verification of site utilities is the responsibility of the Contractor.

Question 72: With what resolution instrument must the pressure monitoring points be measured? What will be the bounds for successfully providing pneumatic control with the proposed pressure monitoring points?

Response 72: The specific equipment and criteria for assessing pneumatic control are the responsibility of the Bidder, based on the proposed ISTR technology and specific means and methods for implementation.

Question 73: Are any professional licenses (such as locally licensed engineers) required?

Response 73: Yes, specifics regarding this are described in the Contract Documents.

Question 74: Are there any union labor requirements?

Response 74: No.

Question 75: Is a HAZOP review needed before construction or operations?

Response 75: A HAZOP review requirement is not explicitly included in the Contract Documents. However, the selected Contractor should be prepared to review and address health and safety considerations as applicable to their proposed means and methods.

Question 76: Does the new electrical infrastructure require abandonment?

Response 76: Refer to sheet C-110 of the Contract Drawings.

Question 77: Drawing package – are as-built drawings needed? Do these need an engineer or surveyor seal?

Response 77: Refer to Standard Specification 01 78 39 and Supplementary Specification 31 22 01.

Question 78: Do the requirements for HAZWOPER training extend to personnel who will not have potential contaminant exposure? Will surveyors, crane operators, delivery personnel, electricians, etc. be required to have HAZWOPER training?

Response 78: Refer to response 40.

Question 79: Please define Substantial Completion for the purposes of the liquidated damages section.

Response 79: See Contract Section II – “Substantial Completion”; Contract Section VI Agreement – Attachments A; Contract Section VIII, Article 13.6 - Substantial Completion; Specification 01 77 19 1,2 Substantial Completion, et al. Bidders may also refer to Figure 9 of the April 2023 Remedial Design Report, specifically Task 48.

Question 80: The RFP notes conductive and resistive heating technologies. Is steam enhanced extraction also permissible?

Response 80: As noted in Section 1.1 of Section 02 62 18, the Contractor shall be responsible for selecting the appropriate ISTR technology or combination of technologies to be applied within the thermal treatment zone, in order to achieve the ISTR treatment objectives.

Question 81: Please confirm that drill cuttings can be stored on site and placed beneath the vapor cap until such time that thermal treatment operations can begin?

Response 81: Refer to note 2 on sheet C-107 of the Contract Drawings.

Question 82: Can the vapor cap remain in place after thermal operations. If not, what decontamination activities are required?

Response 82: Refer to note 7 on sheet C-110 of the Contract Drawings.

Question 83: It is noted that proper electrical grounding is required for all equipment as applicable. Please confirm how proper electrical grounding will be defined.

Response 83: Since the ISTR equipment and implementation means and methods will be determined by the selected Contractor, specific grounding details and construction quality assurance/quality control will be responsibility of the Contractor. At a minimum, grounding of equipment should be implemented in consideration of site personnel and public health and safety, applicable OSHA requirements, applicable electrical codes and requirements, and avoiding catastrophic equipment or property damage in the event of lightning strikes or equipment short-circuiting.

Question 84: Site restoration. The RFP requires that the upper 10 feet of all steel casings be removed. Please indicate if this includes the extraction wells. Also indicate if this includes electrodes that are not completed as casings (i.e., steel shot or iron filings).

Response 84: The stated requirement applies to extraction wells and also to electrodes completed without casings.

Question 85: How do the stipulated values in LS-3A and LS-4A work? Are these amounts intended to include the Contractors overhead and profit for carrying these payments to National Grid?

Response 85: The stipulated value in LS-3A is an estimated cost allowance for National Grid's design and construction fees for installing a new natural gas service lateral to support the project (refer to Contract Section XII, Measurement for Payment, Bid Item LS-3A description). All Contractor fees associated with this work shall be included in payment item LS-3 (refer to Bid Item LS-3, Item 11).

The stipulated value in LS-4A is an estimated cost allowance for National Grid's design and construction fees for installing a new electrical power service from an off-site location to support the project. All Contractor fees associated with this work shall be included in payment item LS-4.

Question 86: Under M&P – Lump Sum Payment Items A.8. How will long lead items be paid for - will the Department issue payment for the required deposits of these long lead items? Can these items be billed once the Contract is fully executed?

Response 86: Yes. The Schedule of Values and associated submittals should provide a breakdown of relevant long-lead items and costs, as well as the anticipated schedule for timing and invoicing of up-front deposits. Note that back-up information substantiating deposit amounts and timing will be required by the Department and/or Engineer as a condition of invoice approval.

Question 87: Under M&P – Item A.9 and Item B.11 both have Bonds and Insurance listed. Since the Bonds are issued during the 14-day submittal process, these should be covered under Item A. How soon will the Contractor be able to bill for and be paid for the bonds?

Response 87: Bonds and insurances shall be included in Bid Item LS-1, Item 9. (the reference to bonds and insurances in Bid Item LS-2, Item 11 is hereby removed from the Contract Refer to revised language for LS-2 included in **Attachment B.**). Also refer to response 86 regarding timing of billing.

Question 88: Under M&P – Bid Item LS-3, Item 14.g. Secondary containment of all liquid handling equipment and connecting piping – does this include all field piping from the ISTR well-field. This would create a large amount of precipitation that needs to be contained.

Response 88: It is assumed that this question is in reference to Bid Item LS-3, Item 14.f. The secondary containment requirement applies to all untreated liquid storage and treatment equipment and interconnecting piping between such equipment. Also refer to Section 02 62 18, Part 1.9.8. Such equipment and interconnecting piping is typically located in a designated location outside the ISTR treatment zone footprint (refer to the "ISTR Equipment Layout Area" and associated Note 9 on sheet C-103 of the Contract Drawings). The secondary containment requirement does not apply to vapor conveyance piping installed across the ISTR treatment zone footprint. Regardless, the Contractor will be responsible for addressing any spills/releases from their operations during the work.

Question 89: Fencing – there is a conflict between Section 01 51 05 and 32 31 13. One states panel or driven post fence and the other has posts that are set in concrete. 01 51 05 also states privacy screening. Please provide clarification on how fence is to be installed – is privacy screening required? The drawings are unclear for fence alignment and gates. Is there only one gate at the construction entrance required?

Response 89: Bidders should follow the Contract Drawings (specifically sheet C-502) and Section 32 31 13 of the Supplementary Specifications with respect to fence installation details, both of which take precedence over Standard Specification 01 51 05. With respect to privacy screening, refer to Note 2 of Detail A on sheet C-502 of the Contract Drawings. The fencing alignment is shown on sheets C-103 through C-107 of the Contract Drawings. With respect to required gates, refer to Note 3 of Detail G on sheet C-502 of the Contract Drawings.

Question 90: 01 32 33 – Will the frequency of ground photographs and drone aerial imagery be as described for the whole project from pre-construction until final completion at a frequency of 2x per month?

Response 90: Yes.

Question 91: Which bid item is 01 32 33 covered under?

Response 91: Bidders shall assume that costs associated with General Specification 01 32 33 are included under Bid Item LS-2 (Mobilization and Demobilization). Refer to revised language for LS-2 included in **Attachment B**.

Question 92: Is Section H of 01 51 05 Decontamination Trailer and Personal Hygiene Facility required for this project?

Response 92: Refer to response 13.

Question 93: Specification 31 11 00 – is cleared and grubbed material from outside the treatment area considered clean and can be sent to recycling at a permitted facility?

Response 93: Refer to Note 3 on sheet C-104 of the Contract Drawings.

Question 94: Specification 31 62 16 – Steel Sheet Piling – the steel sheet piling is not being used for excavation support nor does it require bracing. Since there are no calculations required for this installation what is a NYS P.E. stamping?

Response 94: Bid as specified.

END OF QUESTIONS AND RESPONSES

ATTACHMENT B
REVISED CONTRACT PAGES

SECTION I

Advertisement and Notice to Bidders

New York State Department of Environmental Conservation Division of Environmental Remediation

Project Name: Former Kenco Chemical Company, Inc.
OU-02 In Situ Thermal Remediation
Site No. 447039

Sealed bids for the Former Kenco Chemical Company, Inc. project will be received by the New York State Department of Environmental Conservation (NYSDEC), Division of Management and Budget Services, Bureau of Expenditures [625 Broadway, 10th Floor, Albany, New York, 12233-5027], until the time of 1:00 PM, Eastern Standard Time, on the date of Thursday, June 15, 2023. The bids will be opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids will not be accepted.

The project involves the implementation of remedial activities at the Former Kenco Chemical Company site, located at 107 Freemans Bridge Road, Glenville NY. These activities include, but are not necessarily limited to; 1) Mobilization/demobilization; 2) Removal of existing site features and site grading; 3) Installation of Electrical service, both on-site and connecting to a National Grid built supply; 4) Installation of a hydraulic control barrier around the 2.2 acre treatment zone; 5) Construction of in situ thermal remediation system to treat approximately 150,000 cubic yards of soil; 6) Construction of a Stormwater management area; 7) Collection and analysis of Confirmatory soil and Groundwater samples until treatment goals have been met, as specified in the Contract Documents; 8) In situ well field decommissioning, including but not limited to, offsite disposal of vapor mitigation cap, cutting and disposing of at least the top 10 ft of the heating wells; and 9) Site restoration, including restoration of a wetland, as shown on the Contract Drawings and as specified in Contract Documents;

The estimated range for this work is: Over \$15,000,000

Contract Documents are available in electronic format at no charge. Electronic copies of non-biddable Contract Document drawings, specifications, proposal forms, addenda, and [other available documents](#)~~a separate Limited Site Data Document~~ may be downloaded from the Department website <http://www.dec.ny.gov/chemical/59233.html>. Hard copies (fees apply) and/or FTP link to biddable Contract Documents are available upon request from the Division of Environmental Remediation, 12th Floor, 625 Broadway, Albany, New York, 12233-7017, Attn: Elyse DuBois at (518) 402-0031 or Elyse.DuBois@dec.ny.gov.

Proposals will be accepted only from bidders who attend the Pre-Bid Conference. All proposals must be made on the official proposal form(s) and returned to the Department as specified in Contract Documents. Each proposal must be accompanied by a deposit

Jeffrey Levesque
Engineer designated representative
Jeffrey.Levesque@ramboll.com

Ramboll
333 West Washington Street
Syracuse NY, 13202

ARTICLE 3 - Pre-Bid Conference

A pre-Bid conference will be held on May 10, 2023, at the project site located at 107 Freemans Bridge Road, Glenville NY, at the time of 11:00 AM Eastern Standard Time to view the Project area. The Pre-Bid Conference is held to discuss the requirements of the Bidding Documents, the protocols for performing the work, the conditions existing at the work site, and to provide for visual inspection of the Site by Bidders. Bidders will be required to sign an attendance sheet to document their presence at the mandatory Pre-Bid Conference. **Department will accept Bids only from those bidders who attend the Pre-Bid Conference, attendance is mandatory as a condition of Bid.**

ARTICLE 4 - Additional Bid Submittals

Experience in performance of the Scope of Work (SOW) and in accordance with Section III, Article 17, Paragraph 4 (also refer to the experience requirements described below in this article), shall be demonstrated in writing and presented to the Department within five (5) days of Department's Notice of Apparent Low Bid per Section III, Article 5, (b).

Section III – Article 17 outlines the requirements for contractor experience in performance of the Scope of Work (SOW). For this contract, that experience shall be modified as follows:

The Bidder must have a minimum of five (5) years satisfactory experience in construction of the work to be performed. This experience must include the successful implementation of in-situ thermal remediation (ISTR) for projects with similar types of contaminants, in similar geology and using similar drilling techniques, and at similar scale(s) to the proposed work. The Bidder's experience should also demonstrate the ability to achieve the ISTR treatment objectives as specified in these Contract Documents. ~~The bidder cannot meet the minimum experience requirements through the use of subcontractor(s).~~ The SOW for this contract does include the excavation, transportation, and handling of contaminated soil on a limited scale; experience for this work can be met through the use of subcontractor(s).

ARTICLE 5 - Other Available Documents

The following items are available ~~in the Limited Site Data Document~~ for contractor's review in preparing the Bid:

- Former Kenco Chemical Company, Operable Unit 02 - Source Area Remedial Investigation Report, February 27, 2015 (AECOM)

- Former Kenco Chemical Company, Operable Unit 02 – In-Situ Thermal Remediation, Remedial Design Report, ~~March~~April 2023 (Ramboll Americas Engineering Solutions, Inc.)
- Record of Decision, Former Kenco Chemical Company, Operable Unit 02 - Source Area, March 2015 (NYSDEC)

ARTICLE 6 - Subcontracting

The maximum subcontracting allowed for this contract is ~~fifty~~seventy-five percent (~~50%~~75%) unless a higher percentage is approved by Department in writing.

ARTICLE 7 - Type of Schedule

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

ARTICLE 8 - Wage Rates

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

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

Every contractor and subcontractor shall submit to the Engineer within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury, as provided by Article 8, Section 220, of the NYS Labor Law. The Engineer shall receive and maintain such payroll records. The original payrolls and transcripts must be preserved for three (3) years from the date of completion of the project. The current prevailing wage rate schedule must be posted in a prominent and accessible place on the site of the public work project.

ARTICLE 9 – Bid Protest Guidelines

The intent and purpose of these guidelines is to set forth the procedure to be utilized when an interested party challenges a contract bid award solicited by the Division of Environmental Remediation and routed to the Office of the State Comptroller (OSC) for approval pursuant to the provisions of Section 112 of the State Finance Law.

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

G. Staging Areas:

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

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

- ~~1. A separate trailer for personnel decontamination shall be provided. The equipment and fixtures specified below shall be provided:~~
 - ~~a. Shower facilities with at least one shower for every six on-site personnel. Separate showers shall be provided for men and women.~~
 - ~~b. Locker room with one locker for each employee.~~
 - ~~c. A room where all personnel safety equipment and protective clothing can be stored.~~
 - ~~d. Laundry area equipped with automatic washing and drying machines or sub-contract laundering to a service firm approved by the ENGINEER.~~

- ~~e. Boot rack for wash boots to drain.~~
- ~~f. Toilet facilities in accordance with OSHA and local health organizations.~~
- ~~g. Sanitary waste holding tank and piping from the decontamination facility and site offices.~~
- ~~2. All equipment and fixtures shall be maintained in clean condition. No storage of any equipment will be allowed in the decontamination trailer. The installation shall be in accordance with the HASP.~~
- ~~3.1. Shop drawing of the trailer and facilities shall be submitted by the CONTRACTOR to the ENGINEER for review and approval.~~

I. Temporary (Work Zone) Fencing:

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

J. Water Control:

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

K. Pollution Control:

1. Maintain work areas on and off site free from further environmental pollution that would be in violation of any federal, state, or local regulations.
2. Minimize air pollution by wetting down bare soils with clean water, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and encouraging shutdown of motorized equipment not actually in use.
3. Any emissions during site activities that may have an adverse health effect on workers or the community shall be suppressed to the extent possible.
4. Chemicals used, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must be approved by either the DEPARTMENT or any other applicable regulatory agency and the ENGINEER and be used in a manner as their original purpose was intended.
5. Use of such chemicals and disposal of residues shall be in conformance with manufacturers' instructions.
6. Use of chemicals must be approved in advance by the ENGINEER.
7. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer system or into streams or waterways is not permitted.
8. Volatile wastes generated will be handled as hazardous wastes and reported to NYSDEC.

Based on the proximity of existing features (e.g., utilities, railway, structures) to the planned sheet pile installation work and other potential vibration-inducing activities, the Contractor shall retain a NY-licensed Professional Engineer to prepare a site-specific Vibration Minimization and Monitoring Plan for the project, based on the Contractor's proposed means and methods for the work. The Contractor shall be responsible for the implementation of the Vibration Minimization and Monitoring Plan throughout the work. Refer to Section 31 62 16 Steel Sheet Piling for additional information.

1.9.7 Process Wastewater Discharges

The Contractor will furnish, install, test, and operate, all equipment/facilities required to treat process wastewater discharges based on its selected ISTR technology and means and methods. Also refer to Part 1.7.3 of this section.

Based on discussions with the City of Schenectady POTW and the Town of Glenville, treated wastewater discharges from the ISTR project may be discharged to the City of Schenectady publicly owned treatment works (POTW) via the Town of Glenville sanitary sewer system. An existing 12-inch diameter PVC sanitary sewer is located along the western shoulder of Freemans Bridge Road in front of the Site. The selected Contractor will be responsible for the application for and permitting and installation of the process wastewater service connection, in coordination with the City of Schenectady and Town of Glenville requirements. The contractor shall also be responsible for the operation and maintenance of the process wastewater discharges throughout the project duration, and for complying with the sampling and reporting requirements and other conditions of the applicable City of Schenectady wastewater discharge permit. Anticipated permit compliance criteria for this discharge approach are included in [Appendix O of the April 2023 Remedial Design Report](#)~~the Limited Site Data Document~~ (refer to Contract Section IV, Article 5). In addition, all ISTR process wastewater liquids shall be cooled to a temperature of 140°F or less (or as otherwise required by City of Schenectady POTW or Town of Glenville requirements), prior to discharge to the sanitary sewer located along Freemans Bridge Road. Refer to Part 3.4.3 of this section for ISTR process wastewater discharge permit compliance monitoring requirements.

The Contractor shall also obtain a surface water discharge permit equivalency for the process wastewater discharges. Surface water discharge of treated ISTR process wastewater may be required in certain cases when temporary weather conditions (e.g., high rainfall events) require that treated ISTR process wastewater discharges be directed to surface water. Treated ISTR wastewater can be discharged to surface water utilizing an existing 6-inch diameter PVC buried discharge line which was previously installed as part of IRM activities for the Site (refer to the Contract Drawings for the line location). The current condition of the line is unknown. The Contractor shall be responsible for evaluating the integrity of the line (e.g., camera inspections), confirming its suitability for conveying treated ISTR process wastewater discharges to surface water, and/or repair and replacement of the line as necessary for this purpose. The contractor shall also be responsible for the operation and maintenance of the process wastewater discharges throughout the project duration, and for complying with the sampling and reporting requirements and other conditions of the applicable surface water discharge permit equivalency. In addition, all ISTR process wastewater liquids shall be

TABLE 3-2
 ISTR Process Wastewater – POTW Discharge Permit Minimum Monitoring Requirements

Activity	Method	Location(s)	Frequency	Data Use and/or Compliance Requirement
Treated wastewater analytical sampling	Various standard wastewater methods (e.g., EPA Method 624 for VOCs, EPA Method 625 for SVOCs). Expedited 3-day turn-around time for results	Process wastewater treatment equipment treated effluent	One sample each 2-week period at treated effluent location	POTW Discharge permit compliance tracking – refer to Note 1 the Limited-Site Data Document
Treated wastewater flow rate and pH Monitoring	Properly calibrated effluent flow meter; properly calibrated and maintained pH meter/probe	Process wastewater treatment equipment treated effluent	Continuous	POTW Discharge permit compliance tracking – refer to Note 1 Limited-Site Data Document (assume maximum instantaneous flow rate no higher than 60 gpm)

* [Note 1](#) - For bidding purposes, assume that the POTW discharge approach will be used throughout the ISTR operations period. [Refer to Appendix O of the April 2023 Remedial Design Report for POTW discharge criteria.](#)

TABLE 3-3
 ISTR Process Wastewater – Surface Water Discharge Permit Equivalency Minimum Monitoring Requirements*

Activity	Method	Location(s)	Frequency	Data Use and/or Compliance Requirement
Treated wastewater analytical sampling	Various standard wastewater methods (e.g., EPA Method 624 for VOCs, EPA Method 625 for SVOCs). Expedited 3-day turn-around time for results	Process wastewater treatment equipment treated effluent	One sample each 2-week period at treated effluent location	Surface Water POTW Discharge permit compliance tracking – refer to Note 1 Limited-Site Data Document for compliance criteria

Activity	Method	Location(s)	Frequency	Data Use and/or Compliance Requirement
Treated wastewater flow rate and pH Monitoring	Properly calibrated effluent flow meter; properly calibrated and maintained pH meter/probe	Process wastewater treatment equipment treated effluent	Continuous	Surface Water/POTW Discharge permit compliance tracking – refer to Note 1 Limited Site Data Document for compliance criteria (assume maximum instantaneous flow rate no higher than 60 gpm)

* [Note 1](#) - For bidding purposes, assume that the surface water discharge approach will be needed for 4 weeks during the ISTR operations period. [Refer to Appendix O of the April 2023 Remedial Design Report for surface water discharge criteria.](#)

3.5 VERIFICATION SOIL SAMPLING AND SYSTEM SHUT DOWN

3.5.1 Verification Soil Sampling

The Contractor shall collect post-treatment verification soil samples throughout the ISTR treatment zone extents to confirm that residual concentrations of VOCs in the ISTR treatment zone soils are compliant with the ISTR treatment objectives (refer to Part 1.1.1 of this section and **Table 1-1**). The Contractor shall be responsible for determination of the timing to initiate collection of verification soil samples based on review and evaluation of the ISTR process monitoring data. The Contractor shall review the relevant process monitoring data (e.g., VOC concentrations in well-field vapors, temperature data) and rationale for the initiation of sample collection (e.g., declining or asymptotic trends in VOC removal) with the Engineer and the Department prior to proceeding with samples collection.

Soil borings for post-treatment soil samples collection shall be installed at a minimum frequency of one boring for every 1,600 square feet of well-field footprint. Based on this minimum frequency and also considering the ISTR treatment zone geometry, a planned total of 66 soil borings are shown on Sheet C-107 of the Contract Drawings. The boring locations shown are approximate and will be revised based on the ISTR Contractor’s final well-field and equipment layout. Specific soil boring locations will be biased to the locations in the well-field where temperatures are expected to be lowest, such as: the mid-points or centroids between adjacent heating elements; along the bottom, perimeter and top of the treatment zone; or where temperature monitoring data indicate cooler or less-sustained temperatures. Boring locations will also be biased toward locations where historical sampling results indicate elevated VOC impacts in soils. Final determination of soil sampling locations and depths will be at the discretion of the Engineer and the Department. A NY-licensed drilling firm shall be retained by the Contractor to perform the soil borings work. The Contractor shall be responsible for facilitating safe and unencumbered access to the soil boring locations for

SECTION 02 62 18 - In-Situ Thermal Remediation (ISTR)
 Table 1-1
 ISTR Treatment Objectives
 Former Kenco Chemical Company, Inc. Site - Glenville, NY

Contaminant	ISTR Treatment Objective (mg/kg)
1,1-Dichloroethane (1,1-DCA)	0.27
1,1-Dichloroethene (1,1-DCE)	0.33
1,2-Dichlorobenzene	1.1
1,3-Dichlorobenzene	2.4
1,4-Dichlorobenzene	1.8
2-Butanone (MEK)	0.12
Acetone	0.05
Chloroform	0.37
Methyl tert-Butyl Ether	0.93
Methylene Chloride	0.05
Tetrachloroethene (PCE)	1.3
Toluene	0.7
Trichloroethene (TCE)	0.47
Vinyl Chloride	0.02
cis-1,2-Dichloroethene	0.25
trans-1,2-Dichloroethene	0.19

Notes:

mg/kg - milligrams per kilogram

The ISTR Treatment Objectives are based on the Soil Cleanup Objectives (SCOs) for Protection of Groundwater from New York State Code of Rules and Regulations (NYCRR) 6 CRR-NY 375-6.8.

1.8 QUALITY ASSURANCE

- A. The Manufacturer shall furnish 3 certified copies of mill test reports containing the true chemical and physical analysis of piling material prior to each shipment to the project site and identified with specific lots prior to installing materials. Material test reports shall meet the requirements of ASTM A6.
- B. The contractor shall inspect the interlocked joints of driven pilings extending above ground. Piling found to be out of interlock shall be removed and replaced at the contractor's expense.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel sheet piles shall be hot rolled sheet pile sections conforming to ASTM A328 Grade 50. Specific sheet-pile make/model shall be specified by the Contractor, based on the Contractor's review of available subsurface information and proposed installation means and methods. Use of cold rolled sheet pile sections as a substitute is not allowed. Steel sheet piles shall be in new ~~and unused~~ condition as delivered to the site. Used hot rolled steel sheet pile sections conforming to ASTM A328 Grade 50 and in good condition may also be used. Used sheet piles shall be clean as delivered to the site, and sheet pile interlocks must be undamaged.
- B. Equipment for driving sheet piling shall be a single or double acting air or steam hammer and/or vibratory equipment of sufficient energy to penetrate to the depths and/or elevations shown on the Contract Drawings.
- C. Tie rods, waler beams, plates, bolts, washers and all included accessories shall conform to the latest AISC / ASTM standards.
- D. Steel sheet piles shall be of the length(s) as indicated on the Contract Drawings.
- E. Steel sheet piles shall be furnished with continuous interlocking joints. The interlocks of sheet piling shall be free-sliding and maintain continuous interlocking when installed.
- F. Piles must be of a single type with no splices. Sheet piling (including special fabricated sections) shall be full-length sections of the dimensions shown. Fabricated sections shall conform to the requirements and the piling manufacturer's recommendations for fabricated sections.
- G. Appurtenant Metal Materials: Metal plates (cap), shapes, bolts, nuts, rivets, and other appurtenant fabrication and installation materials shall conform to manufacturer's standards and to the requirements specified for the respective sheet piling.

2.2 DELIVERY, STORAGE AND HANDLING

- A. All steel sheet pile materials shall be delivered to the site in an undamaged condition, straight and within appropriate tolerances at the time of delivery. Any steel sheet piles not within tolerances shall be replaced at the contractor's expense. Sheet piles shall be stored and handled in the manner recommended by the manufacturer to prevent permanent deflection, distortion or damage to the interlocks

B. Bid Item LS-2 – Mobilization and Demobilization

The work of this item includes the Contractor's efforts to mobilize and demobilize to the site in accordance with the requirements of the Contract Documents. The Contractor may invoice for up to 70% of this item upon completion of mobilization and the remaining 30% at substantial completion.

Mobilization includes, but is not limited to, the following items:

1. All initial utility mark outs and confirmations, including Dig Safely New York (DSNY) utility clearance.
2. Install temporary utilities and services as defined in Section 01 51 05, Temporary Utilities and Controls.
3. Install project Signs as defined in Section 01 58 00, Project Identification and Signs.
4. Install perimeter security fencing, gates and construction entrances as shown on the Contract Drawings and as otherwise required for the Contractor's site access and execution of the work.
5. Establish erosion and sediment control measures as shown on the Contract Drawings and specified in the Contract Documents.
6. Establish decontamination areas.
7. All facilities necessary to conduct Health and Safety and Community Air Monitoring Programs as further defined in Section 01 35 29, Contractor's Health and Safety Plan.
8. Establish field offices and support areas as further defined in Sections 01 52 11, Engineer's Field Office and Section 01 52 13, Contractor's Field Offices and Sheds.
9. Other environmental control measures as further defined in Section 01 35 29, Contractor's Health and Safety Plan.
10. Establish on-site and off-site traffic controls as further defined in Section 01 55 13, Access roads and Parking Areas.
11. [Aerial and ground photographic and video documentation in accordance with Section 01 32 33](#), ~~Bonds and Insurances as defined in the Contract Documents.~~

Demobilization includes, but is not limited to, the following items:

1. Final decontamination and demobilization of all remaining personnel, equipment and materials from the site, upon completion of all the site restoration work.
2. Submission of all final project as-built records, ISTR Completion Report, and other project close-out documentation as detailed in the Contract Documents and as required by the Engineer and the Department.

C. Bid Item LS-3 – Site Preparation and ISTR System Construction

The Work of this item includes the site preparation activities and construction of the ISTR system, including but not limited to the following:

1. Installation of vegetated swales, the temporary stormwater storage area, and other stormwater management facilities as shown on the Contract Drawings, including

The work of this item includes the usage fees to supply electric power to the project. This item shall be based on the total number of kilowatt-hours (kW-hr) required to complete the project (inclusive of the ISTR operations and all other site support facilities), based on the bidder's proposed means and methods.

For bidding purposes, assume an electrical power unit rate of \$0.13/kW-hr, and multiply by the bidder's estimated total number of kilowatt-hours required to complete the project, to provide the lump sum price for this bid item. The bidder or Department will be allowed a one-time opportunity to renegotiate the electrical power unit rate prior to commencement of ISTR heating operations based solely on published National Grid utility rates in effect at that time, considering the respective rate classification and zone for the delivery (reference <https://www.nationalgridus.com/Upstate-NY-Home/Bills-Meters-and-Rates/> for additional information). However, the bidder's estimated total number of kilowatt-hours will not be adjusted. Negotiations regarding adjustments in unit rates will follow the procedures in Contract Section VIII, Article 9 and Section 01 26 00 Contract Modification Procedures.

Refer to Section 02 62 18 In-Situ Thermal Remediation for additional information regarding available power supply for the project.

H. Bid Item LS-8 – ISTR Natural Gas Usage

The work of this item includes the usage fees to supply natural gas to the project. This item shall be based on the total natural gas demand in thousands of British thermal units (MMBTU) required to complete the project (inclusive of the ISTR operations and all other site support facilities), based on the bidder's proposed means and methods.

For bidding purposes, assume a natural gas unit rate of \$7.50/MMBTU, and multiply by the bidder's estimated total number of MMBTU required to complete the project, to provide the lump sum price for this bid item. The bidder or Department will be allowed a one-time opportunity to renegotiate the natural gas unit rate prior to commencement of ISTR heating operations based solely on published National Grid utility rates in effect at that time, considering the respective rate classification and zone for the delivery (reference <https://www.nationalgridus.com/Upstate-NY-Home/Bills-Meters-and-Rates/> for additional information). However, the bidder's estimated total number of MMBTU will not be adjusted. Negotiations regarding adjustments in unit rates will follow the procedures in Contract Section VIII, Article 9 and Section 01 26 00 Contract Modification Procedures.

Refer to Section 02 62 18 In-Situ Thermal Remediation for additional information regarding available natural gas supply for the project.

I. Bid Item LS-9 – ISTR Potable Water Usage

The work of this item includes the usage fees to supply potable water to the project. This item shall be based on the total potable water usage in gallons required to complete the project (inclusive of the ISTR operations and all other site support facilities).

J. Bid Item LS-10 – ISTR Wastewater Discharge Fees

The work of this item includes the usage fees to discharge treated ISTR process wastewater to the local POTW throughout the project duration. This shall be based on the total treated ISTR process wastewater discharge volume in gallons required to complete the project.

For bidding purposes, assume a City of Schenectady WPCP wastewater discharge unit fee of \$25 per 1,000 gallons of wastewater discharged (or \$0.025/gallon), and multiply by the bidder's estimated total gallons of wastewater discharged to complete the project, to provide the lump sum price for this bid item. The bidder or Department will be allowed a one-time opportunity to renegotiate the wastewater discharge unit fee (if the fee is different) prior to commencement of ISTR heating operations. However, the bidder's estimated total gallons of wastewater discharged will not be adjusted. Negotiations regarding adjustments in unit rates will follow the procedures in Contract Section VIII, Article 9 and Section 01 26 00 Contract Modification Procedures.

K. Bid Item LS-3A – ISTR Natural Gas Service Installation (Estimated National Grid Design/Construction Fee)

The work of this item includes the National Grid design and construction fees associated with the installation of a new natural gas service lateral, from the existing 12-inch diameter gas main located at Freemans Bridge Road, to the Contractor's proposed ISTR equipment (refer to the Contract Drawings).

The Department has communicated with National Grid to understand the availability of local natural gas service to support the project. Information regarding the availability of local natural gas service, and National Grid has indicated that a natural gas supply of up to 70 MMBTU/hr may be available from an existing 12-inch diameter gas main located along Freemans Bridge Road, as shown on the Contract Drawings. The estimated National Grid design and construction fee for a new natural gas service connection to the existing gas main is included in payment item LS-3A. Following Contract award, the Contractor will be required to execute a final service plan with National Grid and provide up-front payment to National Grid for the underground natural gas service lateral and service connection in order for National Grid to commence the detailed service design and construction.

L. Bid Item LS-4A – ISTR Electrical Service Installation (Estimated National Grid Design/Construction Fee)

The work of this item includes the National Grid design and construction fees associated with the installation of a new electrical power service from an off-site location to support the project.

Based on the Department's prior communications with National Grid to understand availability of local electrical power to support the project, National Grid has indicated they can supply a new 34.5 kV line extension off-site for service to connect to pole #P01, as shown on the Contract Drawings. The estimated National Grid design and construction fee is included in payment item LS-4A. Following Contract award, the Contractor shall communicate with National Grid to develop a service plan reflecting the Contractor's electrical power requirements for the project based on the Contractor's proposed means and methods. The Contractor will be required to execute a final service plan with National Grid and provide up-front payment to National Grid for the off-site line extension service connection in order for National Grid to commence the detailed service design and construction.

++ END OF SECTION ++

ATTACHMENT C
MWBE GOOD FAITH EFFORT GUIDE AND SOLICITATION
LOG

MWBE GOOD FAITH EFFORTS

To be a responsible and responsive contractor, you must make Good Faith Efforts to meet the Minority and Women Owned Business Enterprise (MWBE) goals assessed on your contract. In addition, you must be prepared to provide documentation to support what Good Faith Efforts were / or will be taken to meet these goals.

WHAT CONSTITUTES SUFFICIENT & COMPREHENSIVE GOOD FAITH EFFORTS?

1. Analyze each item in the Scope of Work (SOW) and determine which items under the SOW will provide subcontracting opportunities.
2. Search the NYS Contract System for certified firms:
<https://ny.newnycontracts.com>
 Tailor the search to those firms with business descriptions or NAICS codes that are most appropriate for the work identified.
3. Notify those firms of your intent to bid via email, requesting written feedback on their interest in participation on your contract.
4. Ensure adequate time is given to the MWBE firms to offer responses.

For more information regarding NAICS, go to the NAICS web site at: <https://www.census.gov/naics/>

Any shortfall in the MWBE goal requires supporting documentation to be provided to show all efforts taken. These Good Faith Efforts should include:

REQUIRED DOCUMENTATION OF GOOD FAITH EFFORTS:
Complete the MWBE Solicitation Log . This log should list only those firms that were directly solicited. Outreach should be narrowly focused, targeted and result oriented.
Detailed explanation identifying any circumstances unique to the contract that were deterrents to meeting the goal(s) (e.g., night work, small quantities over multiple locations, specialized work, PLA, etc.). The explanation should also include detailed rationale as to why a specific scope of work in the project is not considered to be a subcontract item, and therefore was not solicited for.
Copies of ads placed for solicitation.
Copies of <u>all</u> registry searches performed including those searches that resulted in no certified firms for a specific scope of work. Include appropriate NAICS Codes to searches where appropriate.



REQUIRED DOCUMENTATION OF GOOD FAITH EFFORTS CONTIUED:
Copies of emails and/or faxes that show “direct” scope of what you solicited the subcontractor/supplier, fabricator, etc. to do or provide and their responses.
Evidence that off-site firms and services were entertained (e.g., material suppliers, trucking, fabricator, manufacturer, etc.).
Copies of documentation showing negotiations took place between low bidder and prospective subcontractor or other firms (supplier, manufacturer, fabricator, etc.).
Quotes from the selected firms and quotes received when a specific scope of work was given to a non-certified firm versus a certified firm (when certified firm’s quote was deemed unreasonable or excessive).
Detailed explanation for any scope of work deemed “self-performing” without intent to split the work (when there are MWBE availability and goal has not been met)
Supporting documentation of all additional efforts performed prior to letting or pre-designation date.

EXAMPLES OF INSUFFICIENT/UNACCEPTABLE DOCUMENTATION:

- “In-house” generated lists that do not include MWBE targeted firms.
- “In-house” generated lists that do not identify firms for specific work items, or a description of what’s being solicited.
- Copies of redundant emails to MWBE firms containing identical language.
- Unsubstantiated response of non-interest from MWBE firms.
- Numerous copies of the entire contract sent to each firm to attempt to provide quantity in lieu of quality.

