

# **KATZMAN RECYCLING SITE REMEDIAL ACTION**

**Granville, Washington County, New York  
Inactive Hazardous Waste Disposal Site Number 558035**

## **March 2025 ADDENDUM NUMBER 2 TO CONTRACT D013322**



**Department of  
Environmental  
Conservation**

**Prepared by:**

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

**ADDENDUM NUMBER 2  
TO THE FEBRUARY 2025 CONTRACT DOCUMENTS  
KATZMAN RECYCLING SITE - REMEDIAL ACTION  
GRANVILLE, WASHINGTON COUNTY, NEW YORK  
CONTRACT NO. D013322  
MARCH 19, 2025**

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

Section III, Article 3 of the Contract Documents requires bidders to acknowledge receipt of all addenda. Acknowledgement of addenda shall be indicated by bidders on the form provided in Section V, page V-4.

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Kevin D. Sullivan, P.E.  
TRC Engineers, Inc.

## Katzman Recycling Site Remedial Action

Contract No. D013322

### Section A: Pre-Bid Conference

The Mandatory Pre-Bid Conference was held on Tuesday, March 11, 2025. The minutes from the Pre-Bid Conference are provided in **Attachment A**. A copy of the sign-in sheet identifying the bidders that were in attendance at the conference is provided in **Attachment B**.

The timeline for this procurement was discussed during the Pre-Bid Conference and is summarized below:

- February 20, 2025 Contract Advertised for Bid
- March 3, 2025 Addendum No. 1 issued
- March 11, 2025 Pre-Bid Conference
- March 19, 2025 Addendum No. 2 Issued
- March 28, 2025 Last day that written questions will be received (submit via email to [Brianna.Scharf@dec.ny.gov](mailto:Brianna.Scharf@dec.ny.gov), and cc: [KSullivan@TRCcompanies.com](mailto:KSullivan@TRCcompanies.com)).
- April 4, 2025 Target date for Final Addendum
- April 17, 2025 Bids due by **1:00 PM** per instructions contained in Contract Documents.

### Section B: Questions, Answers, and Clarifications

This Section provides responses to questions received by the New York State Department of Environmental Conservation (DEPARTMENT) up to and including questions received on Friday, March 14, 2025. Similar questions or questions related to the same subject have been combined.

- Q1. The figure referenced in the January 2025 sampling event is missing, can this figure be provided?
- A1. The “Katzman PDI Waste Sampling Report” has been reissued with the figure included.
- Q2. Has the NYSDEC identified a laboratory that can perform 24- hour TAT on PFAS samples?
- A2. The Contractor is responsible for identifying laboratories for the Contract-required analyses.
- Q3. In the DEC info locator for the Katzman Recycling site there is a Self-implementing Cleanup and Disposal plan (SIP) prepared under 40 CFR 761.61(a) in January 2024. Was the plan submitted to the USEPA and is there an approval letter for this project?
- A3. The Self-Implementing Plan (SIP) was certified by NYSDEC and submitted to USEPA on March 15, 2024, and a response was not received within 30 days. Per 40 CFR 761.61(a)(3)(ii), *If the EPA Regional Administrator does not respond within 30 calendar days of receiving the notice, the person submitting the notification may proceed with the cleanup according to the information the person provided to the EPA Regional Administrator.*
- Q4. Does the site service days pause during the winter shutdown?

- A4. Per Contract Section XII – Measurement for Payment, Part 3, Article F.2: “... *there shall be no payment for Site Services during the winter shutdown period.*” All daily costs shall be included in the Unit Price Bid Item, UP-8 – Winter Shutdown.
- Q5. Due to the tight schedule, will the contractor be required to pay for oversight costs if working over 8 hours per day? If so, what are the hourly costs for oversight time?
- A5. Refer to Contract Section VIII – General Conditions, Article 5.3 for clarification of Normal Working Hours and reimbursement to Department for costs incurred outside of Normal Working Hours. These costs will depend on the nature of the Contractor’s request to perform work outside of normal working hours.
- Q6. Is an exterminator required for the building demo?
- A6. Contractor shall comply with Supplementary Specifications Section 02 41 00 – Pole Barn Demolition, including the requirements of the Washington County Department of Code Enforcement – Demolition Permit.
- Q7. Previously the DEC had provided the number of units for the excavation of asbestos waste and a number of units for the disposal of asbestos, TSCA and RCRA material and debris. It appears that the DEC is now making that a Lump Sum item, is this correct? Are there specific waste characterization results for these three asbestos areas that the contractors be provided so that pricing can be obtained? The basis of costs should be based on some volume of material. What depth should the LS costs be based on, what limits of removal should the LS costs be based on?
- A7. The limits for the excavations to be conducted under Bid Item LS-2 – Removal and Disposal of Asbestos Containing Soil and Debris are illustrated on the Contract Drawings (refer to Drawing C-101). Bidders should review Contract Section XIII – Measurement for Payment, Part 3, Article B.1.Characterization data can be found in the “Katzman PDI Waste Sampling Report” referenced in response to Question 1.
- Q8. The specifications call for backfilling prior to winter shutdown. Will the backfilling be completed over existing contaminated soil, if not completed? How will separation of contaminated versus clean be performed?
- A8. Backfilling above contaminated soil and debris specified for removal will not be permitted. The Contractor will be required in their schedule and work plan submittals to provide a sequence consistent with this requirement.
- Q9. Is the Decontamination Trailer required for this project?
- A9. Contractor shall provide a Decontamination Trailer for the work in accordance with Standard Specification Section 01 51 05, Article 1.2.H.
- Q10. When will the Dioxin and Furan samples be available for review?
- A10. The analytical data for waste characterization samples collected and analyzed for dioxins and furans are available at the following location:  
<https://extapps.dec.ny.gov/data/DecDocs/558035/>
- Q11. What was decontaminated to generate the two (2) 55-gallon drums onsite that the contractor needs to dispose of?

- A11. The two drums of liquid were generated during the Pre-Design Investigation by sampling equipment decontamination. Waste characterization of the contents of the drums is part of the work of the Contract.
- Q12. Are the tree removal activities limited by the Northern Long Eared Bat window?
- A12. Contractor shall comply with all federal, state, and local laws related to protection of endangered species. Based on consultations with the US Fish and Wildlife Service, it has been determined that there are no critical habitats within the project area for the Indiana Bat, Northern Long-eared Bat, or the Monarch Butterfly.
- Q13. Should any Q&A asked during the previous solicitation be asked again for this solicitation?
- A13. Bids shall be based solely on the content of the February 2025 Contract Documents and Addenda thereto.
- Q14. Is it 30% or 20% MWBE goal for the said subject Katzman Recycling Site Remediation?
- A14. The WMBE goal for this Contract is 30%. Refer to Contract Documents Section VII, Appendix B, Article 15.

Clarifications (edited pages of the Contract Documents are included in **Attachment C**)

Clarification 1: References to Supplementary Specification Section “02 82 33” for Removal and Disposal of Asbestos Contaminated Soil and Debris” shall be revised to indicate “02 82 00”.

Clarification 2: Contract Section XII – Measurement for Payment, Part 3, Article A.1.a.23, add the following sentence: “CONTRACTOR shall protect, temporarily remove, and replace portions of the existing wood stockade fence (owned by Warners Autobody) as part of the pole barn demolition. Furnishing and installing a new end post matching the existing stockade fence at the location of the Pole Barn is required as well as furnishing and installing the new fence required in Article 26. below.”

Clarification 3: Contract Section XII – Measurement for Payment, Part 3, Article A.1.a.26, add the following sentences: “CONTRACTOR shall remove snow, ice, debris, trees and shrubs, and other obstructions in the locations of specified new fence installation. Debris and all other waste shall be removed and disposed of off-site. DEPARTMENT shall be responsible for notification to Warners Autobody, and request removal of obstructions attributable to their operations.”

This ADDENDUM No. 2 becomes part of the February 2025 Katzman Recycling Site, Remedial Action Contract Documents D013322.

Webex link:

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**ATTACHMENTS TO ADDENDUM NO. 2**

**KATZMAN RECYCLING SITE REMEDIAL ACTION  
CONTRACT No. D013322**

1. Attachment A Pre-Bid Conference Minutes, March 11, 2025
2. Attachment B Pre-Bid Conference Sign-In Sheet, March 11, 2025
3. Attachment C Edited Pages of Contract Documents

**ATTACHMENT A**  
**KATZMAN RECYCLING SITE REMEDIAL ACTION**  
**CONTRACT No. D013322**

**Pre-Bid Conference Minutes, March 11, 2025**



**NYSDEC PRE-BID CONFERENCE**  
**March 11, 2024**  
**Katzman Recycling Site - Remedial Action**  
**CONTRACT NO. D013322 - SITE NO. 558035**

The items discussed during the mandatory pre-bid conference were as follows. To the extent any of the following conflicts with the Contract Documents, the Contract Documents govern:

**1. Introductions**

- NYSDEC
  - Brianna Scharf – DEC Project Manager and Designated Contact. Contact information is in the Bid Announcement. All correspondence during this bid period should be in written form routed through Brianna Scharf, via e-mail.
  - Ben Rung, P.E. – DEC Section Chief
  
- TRC
  - Kevin Sullivan, P.E. (Project Manager), Dave Glass, P.E., P.G. – TRC is the Remedial Design and Project Engineer. Contract Documents were prepared by TRC in consultation with the Department. TRC was contracted to complete the Remedial Design and has been retained as Project Engineer. TRC will serve as the Department’s representative on construction management matters in consultation with Brianna Scharf.

**2. Overview of Site-specific Details and Specifications**

- Summary of Project
  - Former scrap metal recycling facility; incinerator building (partially demolished in 2022).
  - Contamination – PCBs (from transformer recycling), Metals (above TCLP limits), PFAS, and incinerator ash materials (dioxins, furans, and limited asbestos)
  - Disposal waste types indicated on the bid form include:
    - TSCA (total PCBs  $\geq$  50 mg/kg), non-hazardous for metals;
    - TSCA, hazardous for metals (TCLP limit exceeded);
    - non-TSCA (total PCBs < 50 mg/kg), non-hazardous for metals;
    - non-TSCA, hazardous for metals; and
    - TSCA, with asbestos containing soil and debris.
  - Majority of the excavation is within the former “Waste Accumulation Area”, smaller excavation outliers.

- Layer-by-layer, lift-by-lift strategy for waste minimization; excavate lift; survey excavation limits; collect and analyze post-excavation samples (as applicable); then proceed to subsequent lift.
  - Groundwater management, treatment, with discharge under SPDES permit equivalent.
  - Backfilling and soil cover with demarcation fabric layer.
- Waste Management considerations – the cleared area of the site, outside of the former Waste Accumulation Area, is relatively small. Excess clearing is not permitted. Contractor will be required to manage wastes in a small footprint, outside of the excavation.
  - Treatment required to meet disposal facility requirements shall be performed at the disposal facility.
  - No Time of Year Restrictions, although winter shutdown is included in the bid, if the Department determines winter shutdown is needed.
  - Permits and approvals for project:
    - Asbestos Variance: included in Section IX – Supplementary Conditions.
    - Permits acquired: SPDES for treated water disposal at identified outfall (discharge to sanitary sewer is not an option); USFWS Threatened & Endangered Species check; State Historic Preservation Office consultation.
    - Access agreement for Warners Automotive is provided in Section IX – Supplementary Conditions.
  - Construction water handling, treatment, and disposal – SPDES permit equivalent is included in Section IX – Supplementary Conditions.
  - The project includes green and sustainable remediation requirements and related record keeping and reporting requirements.

**3. Key Revisions to Design and Contract Documents since August 2024 (not all revisions are included below)**

- Results of test pit composite sample analyses for dioxins and furans have been received, and will be provided in Addendum No. 2, pending data validation. Dioxins were detected in all samples.
- Test Pit Excavation and Waste Characterization Sampling throughout the Former Waste Accumulation Area have been conducted. Test pit observations including debris content, photographic log, sample collection and compositing activities, and analytical results are provided in the “Katzman PDI Waste Sampling Report” (refer to site database).
- Drone photography of the Site has been made available to the bidders. Refer to “Katzman PDI Waste Sampling Report” (refer to site database).
- Confirmation Soil Sampling and Analysis has been eliminated. Post-excavation soil sampling and analysis is still included and is Contractor’s responsibility.

- Removal and disposal of asbestos contaminated soil and debris has been changed to a lump sum item (now Bid Item LS-2, formerly Bid Item UP-3).
- Dewatering and water treatment has been changed to a lump sum item (now LS-3, formerly UP-5).
- The requirement for separately handling, transporting, and disposing of up to 1,000 gallons of separate-phase PCB liquids has been removed.
- Monitoring well decommissioning has been changed to a lump sum item (now LS-4, formerly UP-13).
- Quantities for Site Services and Health and Safety Services have been increased to 270 days and 205 days, respectively (formerly 150 and 125 days, respectively).
- Based on the Waste Characterization Results, the quantities for hazardous and non-hazardous soil and debris loading, transportation, and disposal (Items UP-3, UP-4, UP-5, and UP-6) have been revised. The waste characterization sampling and analyses completed by the Department are not intended to satisfy disposal facility acceptance requirements.
- Item UP-8, Winter Shutdown, has been added to account for costs for a winter shutdown, if directed.
- Scope of work related to chain link fence and gate now includes permanent fencing through the location of the pole barn, following demolition, and extending approximately 200 feet to the east.
- Section VI – Agreement, Article 6 – Contract Time: Contract Time has been increased to 270 (+20) days for Substantial Completion, and 300 (+ 20) days for Final Completion.
- The requirements related to payment for excavation cutback have been modified. Refer to Supplementary Specification Section 31 23 16 - Excavation, Article 1.3.B.

#### 4. Site Walk

#### 5. Overview of Contract Administrative Requirements (Brianna)

- Please SIGN IN. **ATTENDANCE IS MANDATORY AS A CONDITION OF BIDDING.** Sign in sheet will serve as formal documentation of attendance and plan holder list for future addenda. Please also check that your email and phone numbers listed are correct.
- Addendum No. 1 was issued on March 3, 2025. The Addendum is included on the procurement website.
- Attendees of today's pre-bid meeting will receive the sign-in sheet and meeting minutes by Addendum No. 2, expected within a week of this meeting.
- Questions will be accepted through **March 28, 2025** – 5 pm, COB. Compile questions into one file to the extent feasible; include contract references relative to the question.

Questions received without contract references will not be answered. Addendum No. 3 (or the final addendum) should be expected around **April 4, 2025**.

Bids will be accepted until 1 PM on **Thursday, April 17, 2025** at which time bids will be opened and read aloud. A web-ex link will be provided for those not attending in person.

- No late bids will be accepted. Late bids will be returned unopened;
- Electronic bids will not be accepted;
- Submit bids to the address indicated in the Contract Documents (Section III, Article 3). We are not responsible for bids sent to any other address. Despite when or how you send your bid, if Fed-Ex does not come through with overnight delivery the bid is late;
- Alteration of any Contract forms, e.g. the Bid forms, Bond or Insurance certs. will result in bid rejection;
- Alternative bid forms or missing pages will result in bid rejection;
- Qualifiers or contingencies on any work element will result in bid rejection;
- Sign, notarize and populate the bid form as indicated and in all required locations;
- Check all math – incorrect summations may result in bid rejection;
- Make sure you write in words the numerical value of all bid amounts;
- If you are hand delivering a bid or wish to be present for the bid opening, you must contact Brianna Scharf in advance for pre-entry clearance. No admittance without clearance = late bid;
- Bids must be accompanied by a check or bid bond for 5% of total bid amount. Three (3) lowest bidders will be held until Contract award. Within a few days after the bid opening, the Department will notify the apparent low bidder via email and by letter, and request that the low bidder submit items in Section III, Article 5.b to the Department within five (5) calendar days. The remaining bidders will be notified in writing they were not the apparent low bidder.
- Bid as specified – No interpretation for “or equal” substitutions will be given during the bid period.

Drawings and Specification Sections X and XI should be reviewed carefully. Contract Documents, Technical Specifications, Drawings, and Addenda are available through our FTP site. The Basis of Design Report contains data points collected from the RI to Pre-design. The Katzman PDI Waste Sampling Report contains data related to waste characterization for the upper 6 feet of soil and debris. Note that dioxins and furans data will be provided separately.

This is a Prevailing Wage Rate Job. Certified Payroll is required and must be submitted with each Contractor's Application for Payment (CAP) - Including sub-contractors. Prevailing rates do not extend through to third party transporters.

All Questions during this period should be directed to the designated representative, Brianna Scharf.

***The MWBE goal for this procurement is 30%. Bidders are required to make a good faith effort and document efforts to attain the goal. Documentation of this effort will be required to obtain a waiver, as necessary, attainment of this goal is not limited to subcontractors – services and materials may be considered. Cap on subcontracting - 40%.***

A Service-Disabled Veteran-Owned Business goal of 6% has been established for this project.

Vendor Responsibility Questionnaires (VRQ) are required for all Subs exceeding \$10,000.

Insurances must be provided by a NYS Licensed insurance company. ***Note – insurance limits designated in contract - Builder's Risk, Railroad Protective Liability, and Marine Protection & Indemnity not needed. Low bidder should be prepared to meet requirements outlined in Contract unless otherwise clarified through Addenda.***

No approvals or determinations will be given during the procurement period for "or-equal" or substitution items. *Recommend you bid as specified.*

The Department is exempt from sales and compensating use tax for materials, equipment and supplies. Contractor is responsible for contacting NYS Department of Taxation and Finance to secure tax-exempt status for this project.

A minimum of three (3) years of experience in the construction of the items bid is required of the CONTRACTOR. Statement of Experience along with past projects, contacts, references, etc., will be required of the Apparent Low Bidder. The DEPARTMENT reserves the right to request additional experience information based upon complexity of project.

Contract Term provided in Section VI – Agreement, Article 6 is **270** days plus 20 days to Substantial Completion, and **300** days plus 20 days to Final completion.

Award of this Contract following identification of apparent low bidder will be a 3-4 (months) process. Final contract signatures are anticipated in July/August 2025 timeframe.

## 6. Addendum

- All questions provided via email will be responded to via addendum. The list of attendees at today's meeting will be attached to the addendum.
- WebEx link for the bid opening to be provided.


## 7. Questions & Answers

- Written questions will be accepted until 5:00 PM Friday, March 28, 2025. Questions must be submitted to [brianna.scharf@dec.ny.gov](mailto:brianna.scharf@dec.ny.gov). Response to written questions and any alterations to the Contract Documents resulting from those questions will be shared with the attendees of today's meeting by Addendum. Please also include Kevin Sullivan ([KSullivan@TRCcompanies.com](mailto:KSullivan@TRCcompanies.com)) on email correspondence.
- Please submit all questions asked here today via email.

**ATTACHMENT B**  
**KATZMAN RECYCLING SITE REMEDIAL ACTION**  
**CONTRACT No. D013322**



**Pre-Bid Conference Sign-in Sheet, March 11, 2025**

**New York State Department of Environmental Conservation  
 Katzman Recycling Site Remedial Action  
 Town of Granville, NY  
 Contract No. 013322; Site No. 558035  
 Pre-Bid Conference Sign-In Sheet  
 March 11, 2025**

Company Name	Attendee Name	Phone	E-mail	Signature
Butler Construction	Eric Butler	(845) 769-7413	<a href="mailto:estimating@butlerconstructiongroup.com">estimating@butlerconstructiongroup.com</a>	
Clean Harbors	John Goodno	(475) 777-4004	<a href="mailto:goodno.john@cleanharbors.com">goodno.john@cleanharbors.com</a>	
D.A. Collins	Philip Morrissey Jr.	(518) 971-0175	<a href="mailto:pmorrissey@dacollins.com">pmorrissey@dacollins.com</a>	
	Ray Hladile	(518) 705-9320	<a href="mailto:dacestimating@dacollins.com">dacestimating@dacollins.com</a>	
	Rob Montague	(518) 361-8848	<a href="mailto:rmontague@dacollins.com">rmontague@dacollins.com</a>	
Entact	Mark Lewis	(630) 649-3096	<a href="mailto:mlewis@entact.com">mlewis@entact.com</a>	
Envirotrac	John Szymanski	(631) 924-3001	<a href="mailto:johns@envirotrac.com">johns@envirotrac.com</a>	
	Mike Rose	(631) 433-8883	<a href="mailto:miker@envirotrac.com">miker@envirotrac.com</a>	
Geo-Solutions	Dave MacDougall	(518) 365-3189	<a href="mailto:dmacdougall@geo-solutions.com">dmacdougall@geo-solutions.com</a>	
Heritage Environmental Services, LLC	Jason Miller	(617) 794-6289	<a href="mailto:jasmiller@heritage-enviro.com">jasmiller@heritage-enviro.com</a>	
J Carpenter Environmental	Matt Ednie	(518) 837-1678	<a href="mailto:m.ednie@jcarpenterenvironmental.com">m.ednie@jcarpenterenvironmental.com</a>	



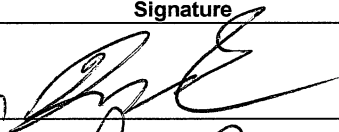
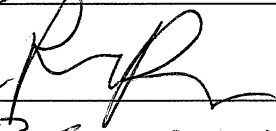

**New York State Department of Environmental Conservation**  
**Katzman Recycling Site Remedial Action**  
**Town of Granville, NY**  
**Contract No. 013322; Site No. 558035**  
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**March 11, 2025**

Company Name	Attendee Name	Phone	E-mail	Signature
LaBella Associates	Tom Giamichael	(518) 337-7635	<a href="mailto:tgiamichael@labellapc.com">tgiamichael@labellapc.com</a>	
	Jason Natale	(518) 528-5439	<a href="mailto:jnatale@labellapc.com">jnatale@labellapc.com</a>	
Land Remediation, Inc.	<del>Will Lindheimer</del> Kurt Decker	<del>(518) 937-9473</del> 229-724 (518) 937-9473	<del>wpl@land-remediation.com</del> <a href="mailto:kad@land-remediation.com">kad@land-remediation.com</a>	
	<del>Ryan Borden</del> Mike Decker	<del>(518) 944-8741</del> 518 937 7825	<del>rah@land-remediation.com</del> <a href="mailto:mkd@land-remediation.com">mkd@land-remediation.com</a>	
Maviro	Jim Vogt / Kevin Ballou	(713) 818-0076	<a href="mailto:jvogt@maviro.com">jvogt@maviro.com</a>	
<del>Paragon</del> TERRACON Environmental Construction	Dan Johnson	(443) 760-8391	no email provided	
Rifenburg Contracting Corp	PJ Roder	(518) 365-6057	<a href="mailto:piroder@rifenburg.net">piroder@rifenburg.net</a>	
	Megan Carey	(518) 874-6043	<a href="mailto:mcarey@rifenburg.net">mcarey@rifenburg.net</a>	
Ritter & Paratore Contracting Inc.	Chris Wandley	(315) 738-0136	<a href="mailto:christopher@rpci.biz">christopher@rpci.biz</a>	
Sessler Environmental Services, LLC	Eric Hoban	(585) 617-5710	<a href="mailto:ehoban@sesslerenv.com">ehoban@sesslerenv.com</a>	
Sun Environmental Corp.	Chris Kirgan	(518) 903-6667	<a href="mailto:chrisk@sunenc.com">chrisk@sunenc.com</a>	

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Company Name	Attendee Name	Phone	E-mail	Signature
Zoladz Construction Co., Inc.	Tom Langiewicz Jr.	(716) 937-6575 (716) 913-1026	tomljr@zoladz.com	
Sessler Env Services	Tim Osurke	607-427-4714	Tosurke@sesslerenv.com	
Cassella Const	Shawn Dingman	802-771-4359	Shawn.Dingman@CassellaEnv.com	
Veteran Concrete Solutions	Charles Vallaro	718-530-3690	CJV713@yahoo.com	
Republic Services	MARC SPRING Hon Kayes	803-884-7395 810-414-2552	MSpring@REPUBLICSERVICES.US qkays@republicservices.com	
Preferred Environmental Services	Jim Haimson	516-647-4211	Jhaimson@preferredenv.com	
AMBIENT ENVIRONMENTAL	EMILY O'CONNELL FRANK MCKEON	(518) 249-8063 (518) 424-1861	EMILYO@AMBIENT-ENV.COM FRANKM@AMBIENT-ENV.COM	
ATL	ERIC VAN ALSTYNE	518-583-9149	EVANALSTYNE@ATLANTIC TESTING.COM	
Precision Ind. Maint.	Jeff Kalata	518-369-5600	JKalata@PEM-INC.COM	
Adirondack Environmental	Patrick Daniel	518-366-7426	pdaniel@adackenv.com	
Abscope Environmental	Ben Garlock	315-415-3273	Bgarlock@abscope.com	

**New York State Department of Environmental Conservation**  
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**March 11, 2025**

Company Name	Attendee Name	Phone	E-mail	Signature
Terracon	Dan Johnson	443 765839	Dan.Johnson@terracon.com	
Terracon	Braelyn Bourgeois	865 127680	braelyn.bourgeois@terracon.com	
P. A. Environmental	(919) 801-086	9	picHA@PAENVIRONMENTAL.COM	

**New York State Department of Environmental Conservation  
Katzman Recycling Site Remedial Action  
Town of Granville, NY  
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March 11, 2025**

<b>Company Name</b>	<b>Attendee Name</b>	<b>Phone</b>	<b>E-mail</b>
Abscope Environmental	Ben Garlock	(315) 415-3273	<a href="mailto:bgarlock@abscope.com">bgarlock@abscope.com</a>
Adirondack Environmental	Patrick Daniels	(518) 366-2426	<a href="mailto:pdaniels@adkenv.com">pdaniels@adkenv.com</a>
Ambient Environmental	Emily Oconnell	(518) 249-8063	<a href="mailto:emilyo@ambient-env.com">emilyo@ambient-env.com</a>
	Frank McKeon	(518) 424-1861	<a href="mailto:Frankm@ambient-env.com">Frankm@ambient-env.com</a>
ATL	Eric VanAlstyne	(518) 383-9749	<a href="mailto:evanalstyne@atlantictesting.com">evanalstyne@atlantictesting.com</a>
Casella Construction	Shawn Dingman	(802) 771-4359	<a href="mailto:shawn.dingman@casellainc.com">shawn.dingman@casellainc.com</a>
Clean Harbors	John Goodno	(475) 777-4004	<a href="mailto:goodno.john@cleanharbors.com">goodno.john@cleanharbors.com</a>
D.A Collins	Ray Hladile	(518) 705-9320	<a href="mailto:dacestimating@dacollins.com">dacestimating@dacollins.com</a>
Envirotrac	John Szymanski	(631) 924-3001	<a href="mailto:johns@envirotrac.com">johns@envirotrac.com</a>
	Mike Rose	(631) 433-8883	<a href="mailto:miker@envirotrac.com">miker@envirotrac.com</a>
Heritage Environmental Services, LLC	Jason Miller	(617) 794-6289	<a href="mailto:jasmiller@heritage-enviro.com">jasmiller@heritage-enviro.com</a>
Land Remediation, Inc.	Keith Decker	(518) 229-7214	<a href="mailto:kad@land-remediation.com">kad@land-remediation.com</a>
	Mike Decker	(518) 937-7825	<a href="mailto:mkd@land-remediation.com">mkd@land-remediation.com</a>
Terracon Environmental Construction	Dan Johnson	(443) 760-8391	<a href="mailto:dan.johnson@terracon.com">dan.johnson@terracon.com</a>
	Braelyn Bourgeois	(518) 512-7680	<a href="mailto:braelyn.bourgeois@terracon.com">braelyn.bourgeois@terracon.com</a>
P.A. Environmental	Pichai Arj	(919) 801-0869	<a href="mailto:pichai@paenvironmental.com">pichai@paenvironmental.com</a>
Precision Ind. Maintenance	Jeff Kaletta	(518) 396-5600	<a href="mailto:jkaletta@pim-ind.com">jkaletta@pim-ind.com</a>
Preferred Environmental Services	Jice Haimson	(516) 647-4221	<a href="mailto:jhaimson@preferredenv.com">jhaimson@preferredenv.com</a>
Republic Services	Marc Spring	(203) 889-7395	<a href="mailto:mspring@republicservices.com">mspring@republicservices.com</a>
	Glen Kayes	(518) 414-2552	<a href="mailto:gakayes@republicservices.com">gakayes@republicservices.com</a>
Sessler Environmental Services, LLC	Eric Hoban	(585) 617-5710	<a href="mailto:ehoban@sesslerenv.com">ehoban@sesslerenv.com</a>
	Tom Orourke	(607) 427-4714	<a href="mailto:torourke@sesslerenv.com">torourke@sesslerenv.com</a>
Sun Environmental Corp.	Chris Kirgan	(518) 903-6667	<a href="mailto:chrisk@sunenc.com">chrisk@sunenc.com</a>
Veteran Concrete	Charles Vallaro	(718) 530-3090	<a href="mailto:CJV713@yahoo.com">CJV713@yahoo.com</a>
Zoladz Construction Co., Inc.	Tom Langiewicz Jr.	(716) 913-1026	<a href="mailto:tomljr@zoladz.com">tomljr@zoladz.com</a>

**ATTACHMENT C**  
**KATZMAN RECYCLING SITE REMEDIAL ACTION**  
**CONTRACT No. D013322**

**Edited Pages of Contract Documents**

## SECTION I

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

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

Project Name: Katzman Recycling Site, Site No. 558035

Sealed bids for the Katzman Recycling Site Remedial Action project will be received by the New York State Department of Environmental Conservation (NYSDEC), Division of Fiscal Management, Bureau of Expenditures, 625 Broadway, 10<sup>th</sup> Floor, Albany, New York, 12233-5027, until the time of 1:00 PM, Eastern Standard Time, on the date of April 17, 2025. 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 Remedial Action involves the implementation of remedial activities at the Katzman Recycling Site, located at 24 County Route 26, Granville, New York. The remedial activities include but are not necessarily limited to: removal of asbestos containing soil and debris; excavation of PCB contaminated and RCRA Hazardous soil and debris; excavation dewatering; water handling, treatment, and discharge; loading, transport, and off-Site disposal of excavated soil and debris; backfilling; and Site restoration.

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 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: Brianna Scharf at (518) 402-5987 or [Brianna.Scharf@dec.ny.gov](mailto:Brianna.Scharf@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 the Contract Documents. Each proposal must be accompanied by a deposit or a bid bond in the amount of five percent (5%) of Proposer's bid amount. All Bidders must attend the Pre-Bid Conference to receive special requirements and/or instruction for the Contract. The Pre-Bid Conference will be held on Tuesday, March 11, 2025 at the Site, located at 24 County Route 26, Granville, New York 12832, starting at 10:00 AM, Eastern Standard Time. Be advised, a limited number of parking spaces will be available inside the Site main gate. Other parking spaces will be available immediately outside of the Site main gate.

## SECTION IV

### ***Supplementary Bidding Information and Requirements***

#### ***ARTICLE 1 - Location and Description of Project***

The Site Number of this project is 558035. The Project is located on the east side of County Route 26, in the Town of Granville, Washington County, New York. Access to the Site is from the County Route 26, entrance as shown on the drawings.

The project involves the implementation of remedial activities at the Katzman Recycling Site, located at 24 County Route 26, Granville, New York. These activities include, but are not necessarily limited to: removal of asbestos containing material and debris; excavation of PCB contaminated material and debris; excavation dewatering; water handling, treatment, and discharge; loading, transport, and off-Site disposal of excavated material and debris; backfilling; and Site restoration.

#### ***ARTICLE 2 - Department Representatives***

Project Manager – Brianna Scharf, NYSDEC Division of Environmental Remediation, 625 Broadway, 12th Floor, Albany, New York 12233-7017, [Brianna.Scharf@dec.ny.gov](mailto:Brianna.Scharf@dec.ny.gov).

Section Chief – Benjamin Rung, PE, Remedial Section C, Remedial Bureau E, NYSDEC Division of Environmental Remediation, 625 Broadway, 12th Floor, Albany, New York 12233-7017, [Benjamin.Rung@dec.ny.gov](mailto:Benjamin.Rung@dec.ny.gov).

Designated Representative to Solve Disputes – Andy Guglielmi, Director, NYSDEC Division of Environmental Remediation, 625 Broadway, 12th Floor, Albany, New York 12233-7017, [Andy.Guglielmi@dec.ny.gov](mailto:Andy.Guglielmi@dec.ny.gov).

Engineer – Kevin Sullivan, PE, TRC Engineers, Inc., 1090 Union Road, Suite 280, West Seneca, New York 14224, [KSullivan@TRCcompanies.com](mailto:KSullivan@TRCcompanies.com).

#### ***ARTICLE 3 - Pre-Bid Conference***

A Pre-Bid Conference will be held on March 11, 2025, at the Project Site located at 24 County Road 26, Granville, NY 12832, at the time of 10:00 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.**

**FINAL DESIGN SUBMITTAL**  
**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**KATZMAN RECYCLING SITE**  
**SITE NO. 558035**

**SECTION XI - SUPPLEMENTARY SPECIFICATIONS**

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00 31 46	PERMITS

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SECTION 00 31 46  
PERMITS

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. This Section specifies the requirements for project permits and identifies the permits applied for by the ENGINEER. CONTRACTOR shall obtain all other permits, variances, and approvals required for the Work.

1.2 ENGINEER PERMITS

- A. ENGINEER will obtain the following in advance of Award of Contract. Relevant permit documentation is provided in Section IX of the Contract.
  - 1. New York State Pollutant Discharge Elimination System Permit Equivalency covering water handling, treatment and discharge to surface water.
  - 2. Approved Asbestos Decision Amendment (No. 24-0550) and Asbestos Site-Specific Variance Petition, June 13, 2024.

1.3 CONTRACTOR PERMITS

- A. CONTRACTOR shall obtain all other permits required for the Work. Upon receipt of each permit, CONTRACTOR shall provide a copy to ENGINEER.
- B. CONTRACTOR shall submit applications for permits and approvals to ENGINEER and obtain ENGINEER's approval before submittal to agency having jurisdiction.
- C. Obtain and pay for all construction permits and licenses for Work and all required insurance coverage.
- D. Pay all governmental charges and inspection fees necessary for execution of the Work.
- E. The following additional permits may be necessary for the Work. This is not a comprehensive list, and it is CONTRACTOR'S responsibility to identify and obtain all necessary permits.
  - 1. NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity, Permit No. GP-0-23-001 (SPDES General Permit). The SPDES General Permit requires completion of a Notice of Intent, preparation of a Stormwater Pollution Prevention Plan, and completion of the Contractor/Subcontractor SPDES Permit Certification.
  - 2. The CONTRACTOR shall obtain at his own expense appropriate permits from regulatory agencies, including New York State Department of Labor (NYSDOL), as required to complete the safe removal of asbestos containing soil and debris. Refer to Supplementary Specification Section 02 82 00 – Removal and Disposal of Asbestos Containing Soil and Debris for additional requirements related to asbestos containing soil and debris management. ENGINEER has obtained an Approved Asbestos Variance Decision Amendment (No. 24-0550) and Asbestos

- P. The CONTRACTOR shall coordinate the Work with any municipality, utility, railroad, or property owner/tenant having jurisdiction within the limits of this project.
- Q. CONTRACTOR shall perform the work continuously without any significant breaks in schedule, without prior approval by ENGINEER. Any time the CONTRACTOR will not be working at the Site for five consecutive days or more, the CONTRACTOR shall formally shut down work activities and secure the Site in accordance with the requirements of the Contract Documents. If excavation work is underway prior to the shutdown, the water pumping and treatment system shall be operational, and shall be monitored on a full-time basis by CONTRACTOR, throughout the shutdown period, unless directed otherwise by the ENGINEER.
- R. Throughout these specifications and the Contract Documents, “Contaminated Soil and Debris - TSCA” (also referred to as “TSCA Contaminated Soil and Debris” and “TSCA Soil and Debris”) means material, debris, soil, and associated liquids and sludges with PCBs at concentrations equal to or greater than 50 milligrams per kilogram (mg/kg); “Contaminated Soil and Debris - Non-TSCA” (also referred to as “Non-TSCA Contaminated Soil and Debris” and “Non-TSCA Soil and Debris”) means material, debris, soil, and associated liquids and sludges with PCBs at concentrations less than 50 mg/kg; and “Contaminated Soil and Debris – Asbestos” (also referred to as “Asbestos Containing Soil and Debris”) means material, debris, soil, and associated liquids and sludges with asbestos at “trace” or greater concentrations. TSCA Contaminated Soil and Debris is TSCA-regulated PCB Remediation Waste and a New York State listed hazardous waste. “Material”, “Soil” and “Debris” to be removed shall mean all materials, regardless of nature or type, within specified excavation limits, including cut back material which must be removed for excavation slope stabilization.
- S. Use only properly licensed trades persons for the Work, including, but not limited to, electrical, mechanical and plumbing.

## 1.2 SCOPE OF WORK

Principal features of the Work to be performed by the CONTRACTOR include, but are not limited to:

- A. Mobilization and Demobilization
  1. Submittals, including: Work Plan, as specified in Supplementary Specification Section 01 15 00 – Minimum Requirements for Work Plan; Asbestos Containing Soil and Debris Removal and Disposal Work Plan, as specified in Supplementary Specification Section 02 82 00 – Removal and Disposal of Asbestos Containing Soil and Debris, and all other submittals required by the Contract Documents.
  2. Obtain required construction related permits, bonds, insurance, pay administration costs, and submit reports.
  3. Obtain appropriate permits from regulatory agencies, including NYSDOL, as specified in Supplementary Specification Section 02 82 00 – Removal and Disposal of Asbestos Containing Soil and Debris.
  4. Transport of equipment and materials to the Site for the Work.
  5. Clearly mark out at the Site the Limits of Work shown on the Contract Drawings. Markings shall be at no greater spacing than 25 feet.

01 52 11	Engineer's Field Office Submittals
01 57 33	Action Submittals (shop drawings, product data, qualifications)
01 57 33	Informational Submittals (employee information)
01 58 00	Project Signs, Action Submittals (shop drawings, product data, samples)
01 62 00	Or-Equal Submittals
01 71 23	Certificates of Surveys
01 71 23	Field Engineering Daily Reports
01 71 23	Surveying Submittals
01 71 23	Qualifications of Field Engineer and Surveyor
01 76 50	Nuisance Controls and Management Plan
01 76 50	Monitoring Reports
01 76 50	Community Relations Liaison Qualifications
01 76 50	Corrective Measures Plan
01 77 19	Substantial Completion Submittals
01 77 19	Request for Final Payment and Acceptance of the Work
01 78 39	Project Record Documents, Closeout Submittals
01 78 39	CADD Files of Drawings
34 78 13	Truck Scale Submittals
00 31 46	Applications for permits and approvals (also 01 41 00)
01 11 00	Notifications to permitting agencies
01 15 00	Work Plan (including all component plans)
01 15 00	Stormwater Pollution Prevention Plan
01 15 00	Waste transporter information
01 15 00	Transfer, treatment, storage and disposal facility (primary and backup) information
01 35 29.01	Safety Data Sheets for all materials
01 35 29.01	Electrical Job Safety Analysis
01 43 36	Sampling Plan
01 43 36	Results of laboratory analyses
01 43 36	Final Category A and B data deliverable reports including DUSRs
01 43 36	Calibration records for equipment and instrumentation
01 45 00	Construction Quality Assurance/Quality Control Plan
01 45 00	Results of materials qualification testing
01 45 00	Water treatment system sample results
01 45 00	Daily Construction Reports
01 45 29.13.01	Testing Laboratory Certifications
01 45 29.13.01	Copies of laboratory reports
01 55 26	Traffic Control Plan
01 57 26	Product Data for Odor Control Foam
01 57 26	Source, Testing and Certifications for Imported Water
01 71 23.01	Projection of work to be completed the following week
01 71 23.01	Work Layout Survey
01 71 23.01	Intermediate Surveys following completion of Asbestos excavation
01 71 23.01	Intermediate Surveys following completion of TSCA excavation
01 71 23.01	Intermediate Surveys following completion of non-TSCA excavation
01 71 23.01	Final Survey of As-Built Conditions
01 71 33	Gate and fence materials, dimensions, and installation information
01 74 19	All plans for waste management as part of the Work Plan
01 74 19	Preliminary waste profile for each disposal facility and type of waste
01 74 19	Counter-signed final waste profiles and proof of acceptance of waste
01 74 19	Counter-signed manifests, weight tickets, receipts, and invoices
01 79 39	Project record/closeout documents
<u>02 82 00</u>	Asbestos Containing Soil and Debris Removal and Disposal Work Plan
31 23 16	Excavation Plan
31 23 16	Transportation and Disposal Plan

SECTION 01 74 19  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. This Section includes a description of responsibilities and project requirements for on-Site management of wastes including removal, handling, and storage. Materials and wastes included in this Section are:
1. Land clearing debris.
  2. Non-hazardous, uncontaminated construction waste.
  3. Sanitary waste.
  4. Site refuse.
  5. Wastewater (refer to Supplementary Specification Section 44 01 40, Water Treatment for additional requirements related to wastewater and water treatment).
  6. Contaminated soil and debris (refer to Supplementary Specification Sections 31 23 16, Excavation and 02 82 00, Removal and Disposal of Asbestos Containing Soil and Debris for additional requirements related to management of contaminated soil and debris).
  7. Fifty (50) 55-gallon empty drums to be removed. The drums are damaged and partially rusted.
  8. Two (2) 55-gallon drums filled or partially filled with decontamination water to be removed. The drums are damaged and overpacking is required.
  9. Thirty-five (35) empty steel propane tanks of varying sizes (25-pound to 200-pound containers). The propane tanks are damaged and partially rusted.
  10. Waste, tarps, plastic sheeting and debris inside and around the pole barn.
  11. Demolished pole barn materials and related rubbish, waste and debris.
  12. Gate, fence and related appurtenances to be removed.
  13. Used hoses, used tarps and plastic sheeting.
  14. Used hand tools which can not be properly decontaminated.
  15. Coarse aggregate and gravel specified for removal.
  16. Other waste.

SECTION 02 51 00  
DECONTAMINATION PROCEDURES

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. This Section includes decontamination procedures for vehicles, equipment, personnel, and tools that contact remediation waste.

1.2 GENERAL REQUIREMENTS

- A. Perform decontamination of personnel, tools, small equipment, large equipment, and vehicles (trucks) as required to prevent off-Site migration of contamination and cross contamination of Asbestos Containing Soil and Debris, with Non-TSCA Contaminated Soil and Debris, and with TSCA Contaminated Soil and Debris.
- B. Construct and maintain at the Site in an approved location a vehicle decontamination pad. Equip the decontamination pad with a drainage system and holding tank on a level area capable of bearing the intended loads.
- C. Multiple operational decontamination pads may be required depending on the CONTRACTOR's selected sequence of work and implemented means and methods. Coordinate with the DEPARTMENT/ENGINEER to confirm decontamination procedures are being followed at all times.
- D. Refer to Specification Section 02 82 00 – Removal and Disposal of Asbestos Containing Soil and Debris for specific considerations related to decontamination of equipment contaminated with asbestos.

1.3 SUBMITTALS

- A. Proposed method(s) of decontamination for small equipment and tools; personal protective equipment; and large equipment and vehicles included as a component of the Work Plan as described in Supplementary Specification Section 01 11 00, Summary of Work.
- B. Submit shop drawings of the decontamination pad to the ENGINEER for approval following Standard Specification Section 01 33 00, Submittal Procedures.

PART 2. PRODUCTS

2.1 DECONTAMINATION PAD

- A. Vehicle decontamination pad shall be constructed as shown on the Contract Drawings.
  - 1. General Clean Fill and Coarse Aggregate (refer to Supplementary Specification Section 31 23 23, Fill).
  - 2. Geomembrane shall be minimum 40-mil scrim-reinforced high-density polyethylene. Panels shall be sized so that no seams are required.

SECTION 31 23 16  
EXCAVATION

PART 1. GENERAL

1.1 SECTION INCLUDES

- A. Removal, handling, loading, hauling, and off-Site disposal of soil and debris as shown on the Contract Drawings and as specified.
- B. PCB contaminated (TSCA and Non-TSCA contaminated) soil and debris includes all materials and debris specified for removal within the limits shown on the Drawings such as vegetation and roots, in addition to soil and associated liquids and sludges.
- C. Compliance with all permits and approvals required for the Work.
- D. Refer to Supplementary Specification Section 02 82 00 – Removal and Disposal of Asbestos Containing Soil and Debris for additional requirements related to asbestos containing soil and debris removal.
- E. Provide all labor, materials, supplies, equipment, power, and incidentals necessary to excavate, handle, characterize, load, transport, and dispose of waste at off-Site disposal facilities.
- F. Implement the erosion and sedimentation controls prior to beginning excavation and modify as needed depending on the actual Work. Obtain ENGINEER's approval prior to modification.
- G. Remove all surface debris and debris piles within the Limits of Work and as specified and shown on the Drawings. Debris includes all non-naturally occurring items within the Limits of Work.

1.2 REFERENCES

- A. OSHA, Occupational Safety and Health Standards, 29 CFR 1910; Safety and Health Regulations for Construction, 29 CFR Part 1926.
- B. U.S. DOT, Shippers – General Requirements for Shipments and Packaging, 49 CFR Part 173; Carriage by Public Highway, 49 CFR Part 177.
- C. U.S. EPA, Identification and Listing of Hazardous Waste, 40 CFR Part 261; Standards Applicable to Generators of Hazardous Waste, 40 CFR Part 262; Standards Applicable to Transporters of Hazardous Waste, 40 CFR Part 263; Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities, 40 CFR Part 264; Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities, 40 CFR Part 265; Definition of PCB Remediation Waste, 40 CFR 761.3; Performance based disposal, 40 CFR 761.61(b); PCB remediation waste, 40 CFR 761.50(a)(3).
- D. All applicable New York State rules, regulations and guidance.
- E. Supplementary Specification Sections 00 31 24, Environmental Assessment Information and 31 25 00, Erosion and Sedimentation Controls.

- F. Refer to Supplementary Specification Section 02 82 00, Removal and Disposal of Asbestos Containing Soil and Debris for specific requirements related to excavation and management of asbestos containing soil and debris.

### 1.3 EXTENTS OF EXCAVATION

- A. Areas, grades, and extents as shown on the Contract Drawings for TSCA Contaminated and Non-TSCA Contaminated Soil and Debris. Asbestos Containing Soil and Debris is covered in Supplementary Specification Section 02 82 00, Removal and Disposal of Asbestos Containing Soil and Debris.
- B. Cut back shall be performed at excavation sidewalls beyond limits specified where required to maintain excavation stability. Cut back shall be minimized and only performed where required for excavation sidewall stability, as determined by CONTRACTOR'S OSHA Competent Person. Limits of required cut back are not shown on Contract Drawings. No payment shall be made for excavation cut back for stabilizing excavation side slopes above the minimum volume required for slope stabilization in the opinion of the ENGINEER. Excavation cut back volume for side slope stabilization shall not exceed the volume required for side slopes of 2:1 (horizontal : vertical).
- C. Where shown on the Contract Drawings, horizontal coordinates shall be used to locate the limits of excavation. Horizontal limits of excavation represent the limits of the required excavation at the bottom of the excavation area.

### 1.4 SUBMITTALS

- A. ENGINEER's approval of submittals is required prior to start of the related work.
- B. The CONTRACTOR shall prepare and submit an Excavation Plan as part of Supplementary Specification Section 01 15 00, Minimum Requirements for Work Plan. The Excavation Plan shall include, at a minimum, the following:
  - 1. Limits of clearing (which will not extend beyond the limits of clearing identified by the ENGINEER).
  - 2. Location(s), configuration(s), and orientation(s) of material handling/staging areas and access roads.
  - 3. Location of temporary water treatment system.
  - 4. Description of the excavation means and methods proposed for each phase of the excavation work (i.e., TSCA Contaminated Soil and Debris and Non-TSCA Contaminated Soil and Debris excavations; refer also to Supplementary Specification Section 02 82 00, Removal and Disposal of Asbestos Containing Soil and Debris for other excavation requirements).
  - 5. Identification of all equipment to be used.
  - 6. Procedures for the tracking/labeling of soil and debris excavation progression, determining/verifying location coordinates and elevations including global positioning system (GPS) or physical measurement equipment/methods.
  - 7. Means and methods proposed for controlling excavation extents and depths.

- R. Manage excavation activities and excavated material consistent with the approved Work Plan.
- S. All excavated material shall be removed from the Site by the CONTRACTOR in accordance with the Contract Documents.
- T. The DEPARTMENT will not reimburse the CONTRACTOR for removal, handling, or disposal of any over excavated materials and for related backfilling, compaction and seeding (i.e., no payment for work associated with materials removed from beyond the specified or directed limits of excavation).

### 3.4 HANDLING

- A. Stage excavated soil and debris in stockpiles as specified and shown on the Drawings or in roll-off containers prior to loading and transporting off-Site for disposal.
- B. Dewater excavated material as specified in Supplementary Specification Section 31 32 13, Excavated Material Dewatering and Stabilization.
- C. Stabilize excavated soil and debris by addition of approved stabilizing agents, only if required for acceptance by the disposal facility, as described in Supplementary Specification Section 31 32 13, Excavated Material Dewatering and Stabilization.
- D. Storage and handling of contaminated soil and debris shall comply with all applicable NYSDEC solid waste regulations (6NYCRR Part 360), hazardous waste regulations (6 NYCRR Parts 370-376) and guidance and requirements of the Toxic Substances Control Act (40 CFR 761).
- E. The CONTRACTOR is responsible for ensuring prior to loading and shipping that all waste meets the approved disposal facility's acceptance criteria, including, but not limited to, the absence of free liquids.
- F. All water that has contacted contaminated soil and debris shall be properly handled, characterized, and treated and/or disposed of off-Site.

### 3.5 LOADING, HAULING, AND DISPOSAL

- A. Load soil and debris for transport to off-Site disposal facilities.
- B. Transport soil and debris for disposal to either the primary or backup approved disposal facilities, as described in the approved Work Plan. Prepare and provide all waste manifests.
- C. Do not mix TSCA regulated and non-TSCA regulated waste. Comply with facility waste acceptance criteria for management and disposal of Asbestos Containing Soil and Debris. Do not combine wastes that are regulated differently. All soil and debris regulated as PCB Remediation Waste shall be disposed in accordance with 40 CFR 761.61(b). Each stockpile, transport vehicle and container may only contain one waste type. CONTRACTOR shall comply with Supplementary Specification Section 02 51 00, Decontamination Procedures, after using vehicles and equipment for waste transport.
- D. Refer to Supplementary Specification Section 02 82 00 – Removal and Disposal of Asbestos Containing Soil and Debris, for additional requirement for asbestos containing wastes.



## SECTION XII

### MEASUREMENT FOR PAYMENT

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This section covers the methods and procedures that the DEPARTMENT will use to measure the CONTRACTOR's Work and provide payment. This description 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 and Site conditions to determine the scope of the work included in each bid item.
- B. Items listed starting in Part 3 of this Section refer to and are the same pay items listed in the Bid Form and constitute all pay items for completing the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant services, CONTRACTOR's or ENGINEER's field offices, layout surveys, Project signs, sanitary requirements, testing, safety provisions and safety devices, submittals and record drawings, water supplies, power and fuel, traffic maintenance, removal of waste, security, coordination with OWNER's operations, information technology (including hardware, software, and services) required during construction, bonds, insurance, or other requirements of the General Conditions, Supplementary Conditions, General Requirements, and other requirements of the Contract Documents. 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. Compensation for providing, as required, all supervision, labor, equipment, power, overhead, profit, material, tests, required services, applicable taxes, and for performing all other related Work items, shall be included in prices stipulated for lump sum and unit price pay items listed in this Section and included in the Contract.
- C. 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 acceptance of the 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 not necessarily be limited to, compensation for furnishing all supervision, labor, equipment, power, overhead, profit, material, services, applicable taxes, and for performing all other related work required. No other payment will be made.
- D. Each lump sum and unit price bid shall include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- E. 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, power, tools, equipment, and

incidentals necessary to complete the work and for performing all work contemplated and embraced by the Contract.

- F. For lump sum items, the CONTRACTOR will be paid on the basis of actual work accepted until the work 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 respective items listed in the Bid as outlined in the approved schedule of values.
- G. 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.
- H. 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 Work completed.

## 1.2 ENGINEER'S ESTIMATE OF QUANTITIES

- A. The estimated quantities for Unit Price Items, as listed in the Bid Schedule, are approximate only and are included solely for purpose of the comparison of Bids. The ENGINEER does not expressly, or by implication, agree that nature of materials encountered or required shall correspond therewith and reserves the right to increase or decrease any such quantities or to eliminate quantities as the ENGINEER may deem necessary.

## 1.3 RELATED PROVISIONS

- A. Payments to CONTRACTOR: Refer to General Conditions, Supplementary Conditions, and Agreement Section VI.
- B. Changes in Contract Price: Refer to General Conditions, Supplementary Conditions and Agreement Section VI.
- C. Schedule of Values: Refer to General Conditions, Supplementary Conditions, and Section X – Standard Specifications Section 01 29 73 - Schedule of Values.

## 1.4 SUBMITTALS

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

## 1.5 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.

## PART 2 - MEASUREMENT

- A. Under this Contract, the CONTRACTOR shall provide all labor, equipment, power 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 this Section shall together include all work set forth in the Contract Documents and required to properly complete the Work. Any necessary Work that is not explicitly 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 limited to”. Each item includes:
1. All tools, labor, material, equipment, power, plant services, bonds and insurance, tests, adjustments, warranties, overhead, supervision 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. For each lump sum bid item, the CONTRACTOR shall provide a schedule of values per Part 3 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 the specific costs of all items included in the lump sum bid item. The schedule of values shall be provided prior to initiation of the Work.
  3. Measurement for Progress Payments of all lump sum items will be on a percent complete basis as established in the Contract Documents.
- C. Unit Price Items: For each unit price bid item, the CONTRACTOR shall provide a schedule of values per Part 3 of this Section. The schedule of values shall include a breakdown of major cost items included within the unit price in sufficient detail to document the specific costs of all items included in the unit price bid item. The schedule of values shall be provided prior to initiation of the Work. Where items are specified to be measured on a unit basis, measurement will be of each particular unit as specified.
1. Volumetric Basis - Where solid or semi-solid items (e.g., soil material) are specified to be measured on a volumetric basis, the volume will be determined on an in-place basis (prior to excavation for excavation or after placement and compaction for imported clean fill and topsoil) between the existing and final ground surfaces as measured by land surveys. If no tolerance is specified, the tolerance shall be interpreted to be 0.00 foot. Where liquid items

are specified to be measured on a volumetric basis, the volume will be determined by direct readings obtained from a graduated container containing the liquid or from a calibrated meter designed to measure the quantity of liquid passing an established point or boundary (e.g., flow meter).

2. Area Basis - Where items are specified to be measured on an areal basis, the area will be measured as the actual surface area within the specified limits. 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 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. No adjustments will be made for the 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. Certified weigh scale tickets obtained from a disposal facility, considering the weight of the inbound truck minus the weight of the outbound truck (net weight for disposal), shall also be acceptable. Upon request from the DEPARTMENT, the weights shall be measured in the presence of a DEPARTMENT representative. When the weight is per ton, trucks shall be weighed prior to loading and after loading, or prior to dumping and after dumping (for waste disposal). The measured tonnage will be the difference between the prior- and post-loading or prior- and post-disposal measured truck weights.
  5. Daily Basis – Where items are specified to be measured on a daily basis, the following terms shall apply to the measurement of the item(s):
    - a. Calendar Day – shall be measured for each day of the 7-day week, including weekends and holidays, from and including the specified start day, up to and including the specified end day.
- D. Measurement and payment will be made only for Work that has been acceptably performed within the limits shown on the Contract Documents and in conformance with the Contract Documents, as specified, or ordered by the ENGINEER.

## PART 3 – BID ITEMS

### A. Bid Item LS-1 – Mobilization and Demobilization

1. Measurement and Payment: The bid lump sum price for Bid Item LS-1 - Mobilization and Demobilization shall be the amount paid to the CONTRACTOR to mobilize and demobilize to and from the Site in accordance with the requirements of the Contract Documents. The CONTRACTOR may invoice for up to 70% of this item after all mobilization items listed below are in place, required plans submitted and approved by ENGINEER, and tasks otherwise completed satisfactorily. The CONTRACTOR may invoice for the remaining 30% following Final Completion. However, in no event shall any payment be made until the following are completed to the satisfaction of the

DEPARTMENT: demolition and removal of the pole barn and construction of the specified new fencing and gate.

Payment for Item LS-1 – Mobilization and Demobilization will be made upon the completion of:

- a. Mobilization of personnel, equipment and complete installation, testing and placing into functional service, as determined by the DEPARTMENT and the ENGINEER, project support facilities, and:
  1. Attendance and participation in all project meetings required by the Contract Documents.
  2. Construction entrance(s) and decontamination pad(s) and construction of temporary roads required to access all areas of work and as further required in the Contract Documents.
  3. Identifying and obtaining approval for the source and supplying clean, potable water.
  4. Pre-Construction, Construction Progress and Post-Construction photographic documentation as further required by Section 01 32 33, Aerial and Ground Photographic and Video Documentation.
  5. Location and Protection of Site Utilities for existing utilities on-site and within occupied public ROWs, and photographic documentation of existing aboveground utilities before and after work in accordance with Section 01 32 33, Aerial and Ground Photographic and Video Documentation.
  6. Project plans and schedules including, but not limited to: the Site Specific Health and Safety Plan, Community Air Monitoring Plan, Odor Control Plan, Work Plan (covering excavation, material management, planting, and seeding, and additional work), Asbestos Removal and Disposal Plan, progress schedules, and other plans (including regulatory compliance plans such as Spill Prevention, Control and Countermeasures Plan and Storm Water Pollution Prevention Plan), and schedules and look-ahead submittals required by the Contract Documents and as further required in Standard Specification Section 01 33 00, Submittal Procedures.
  7. All facilities necessary to conduct Health and Safety and Community Air Monitoring Programs as further required in Standard Specification Section 01 35 29, Contractor's Health and Safety Plan.
  8. Environmental control measures as further required in Standard Specification Section 01 35 29, Contractor's Health and Safety Plan.
  9. Handling and proper disposal of all CONTRACTOR generated waste, unless specifically paid under a separate Bid Item, and other control measures as further required in Standard Specification Section 01 35 43.13, Environmental Procedures for Hazardous Materials.
  10. Temporary utilities as required in Standard Specification Section 01 51 05, Temporary Utilities and Controls.
  11. Collection and analysis of pre-mobilization and post-construction surface soil samples, including reporting to ENGINEER and DEPARTMENT.
  12. Stockpile, staging, and parking areas as further required in Standard Specification Section 01 51 05, Temporary Utilities and Controls.
  13. Sanitary facilities as further required in Standard Specification Section 01

- 51 05, Temporary Utilities and Controls.
14. Field offices and support areas as further required in Standard Specification Sections 01 52 11, Engineer's Field Office and Section 01 52 13, Contractor's Field Offices and Sheds.
  15. On-site and off-site traffic controls as further required in Standard Specification Section 01 55 13, Access Roads and Parking Areas, and Supplementary Specification Section 01 55 26, Traffic Control.
  16. Project Signs as required in Standard Specification Section 01 58 00, Project Identification and Signs.
  17. Establishment of all sediment and erosion controls as further required in Supplementary Specification Section 31 25 00, Erosion and Sediment Controls, including eventual removal of all erosion and sediment controls following establishment of vegetation and approval by the ENGINEER.
  18. Application for and securing all required permits, variances, and approvals including, but not limited to, Asbestos Abatement Notifications, Washington County Department of Code Enforcement Demolition Permit and Certificate of Compliance, county and municipal permits and approvals, including full compliance with these and all other project required permits and approvals which is not part of other payment items. State Pollutant Discharge Elimination System (SPDES) Permit for dewatering and treated water discharge shall be applied for and secured by the DEPARTMENT.
  19. Initial, layout, and as-builts and other surveys/surveying specified and required and not included in other payment items.
  20. Progress Schedules, Shop Drawings, and Record Drawings as further required in the Contract Documents.
  21. Bonds and Insurances as required in the Contract Documents.
  22. Clearing and grubbing as required for access to the areas of work and as required for the Work, including off-site disposal of waste and debris generated and as further required in the Contract Documents.
  23. Demolition of the existing pole barn structure, including removal and disposal of debris in and around pole barn, fifty (50) empty 55-gallon drums (drums are damaged, partially rusted, and several contain used absorbent pads), two (2) 55-gallon drums filled or partially filled with investigation-phase decontamination water (drums are damaged and repackaging or overpacking is required), and thirty-five (35) empty steel propane tanks of varying sizes (25- to 200-pound containers, all damaged and partially rusted), and removal and disposal of all above ground and below ground building components required under Supplementary Specification Section 02 41 00 – Pole Barn Demolition. CONTRACTOR shall protect, temporarily remove, and replace portions of the existing wood stockade fence (owned by Warners Autobody) as part of the pole barn demolition. Furnishing and installing a new end post matching the existing stockade fence at the location of the Pole Barn is required as well as furnishing and installing the new fence required in Article 26. below.
  24. Removal and disposal of existing tarps covering asbestos-containing materials, including removal and disposal of temporary fencing and fence posts, concrete blocks (anchoring the tarps), and other related appurtenances.
  25. Supply and installation of a new entrance gate including removal and
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- disposal of the existing gate and a portion of the existing fence, installation of new end posts, fence fabric, and construction of the new gate and all appurtenances required under Supplementary Specification Section 32 31 00 – Fences and Gates, and shown on the Drawings for continuous fencing and gate.
26. Supply and installation of new, permanent 10-foot high chain link fence after demolition of the pole barn, including installation of new corner posts, end post, line posts, fence fabric, and all appurtenances and accessories, and connection of the existing fence fabric to the new corner post at the pole barn, as required under Supplementary Specification Section 32 31 00 – Fences and Gates, and shown on the Drawings. CONTRACTOR shall remove snow, ice, debris, trees and shrubs, and other obstructions in the locations of specified new fence installation. Debris and all other waste shall be removed and disposed of off-site. DEPARTMENT shall be responsible for notification to Warners Autobody, and request removal of obstructions attributable to their operations.
  27. Installation and, when directed, removal, of temporary fence, as shown and specified.
  28. Removal entirely of a fallen tree on the existing chain link fence and repair of the associated damage to the existing fence, including furnishing and installing new line posts, fence fabric, privacy slats and appurtenances to match existing undamaged chain link fence.
  29. Complete waste characterization, removal and off-Site disposal of all aboveground debris and debris piles, including partially buried debris, within and around the limits of excavation, and within and around all areas accessed for other parts of the Work.
  30. Applying for and obtaining disposal facility approvals to accept all wastes which will be generated.
  31. All other work not specifically included in other bid items including, but not limited to: compliance with applicable regulatory requirements; preconstruction and construction period planning; scheduling; reporting; submittals; administration and documentation; quality control; testing; environmental protection; and spill control.
- b. Demobilization of personnel, equipment and facilities and removal and disposal of all excess materials and project-related waste not included under other bid items, and removal of all temporary facilities and utilities installed during the work, and submission of all records and documentation as directed by the DEPARTMENT and the ENGINEER.
  - c. This bid item includes partial demobilization at the start of the winter shutdown period and remobilization at the end of the winter shutdown period. Equipment, facilities, material and supplies which will remain on-site during the winter shutdown period shall be winterized and properly stored to prevent damage during the winter shutdown period. All ground surfaces shall be stabilized, and all waste shall be removed from the site before the start of the winter shutdown period. No waste shall be left on site during the winter shutdown period. At the end of the winter shutdown period, all equipment and facilities required to complete the work shall be returned to fully operational status. Monitoring and maintenance of the

Site during the winter shutdown period shall be included under unit price payment item UP-8.

B. Bid Item LS-2 – Removal and Disposal of Asbestos Containing Soil and Debris

1. Measurement and Payment: The lump sum price bid for Bid Item LS-2 – Removal and Disposal of Asbestos Containing Soil and Debris shall be the amount paid to the CONTRACTOR to handle, stage, remove, transport and dispose off-site asbestos containing soil and debris as directed and specified herein. The asbestos, soil, material and debris to be removed under this payment item also contains PCBs at concentrations of 50 mg/kg or greater, perfluorooctanesulfonic acid (PFOS) at concentrations of up to 10 ug/kg and other PFAS, total lead concentrations of up to 5,000 mg/kg, and exhibits the RCRA characteristic of toxicity for lead.

Provide all materials, equipment, incidentals, power and labor to completely and properly remove and manage asbestos containing soil and debris, and perform all applicable work, and requirements as described in Supplementary Specification Sections 02 82 00, Removal and Disposal of Asbestos-Containing Material and 31 23 16, Excavation, and as shown on the Contract Drawings. Perform all required and specified air monitoring and air sampling including collection and analysis of work zone and personnel air samples, required reporting, and work zone and personnel air monitoring, in full compliance with 29 CFR 1926.1101. This bid item includes waste characterization sampling and analysis of the asbestos-containing soil and debris and surveying to mark out excavation limits and surveying for confirmation of removal to the limits shown on the Drawings.

The means and methods for excavating and removing the asbestos containing soil and debris is the CONTRACTOR's responsibility. The CONTRACTOR shall remove all designated asbestos containing soil and debris in advance of the TSCA and non-TSCA contaminated soil and debris excavation under Bid Item UP-3. No payment shall be made for excavation beyond the limits shown on the Drawings unless directed by the ENGINEER. All work activities to remove asbestos containing soil and debris to the limits shown, handle, reduce debris to sizes acceptable to the disposal facility, stage, and transport and dispose of the asbestos containing soil and debris, and properly manage the material staging area, including, but not limited to, labor, equipment, incidentals, power, and materials, shall be incorporated into the lump sum price bid for Bid Item LS-2.

The lump sum price bid for Bid Item LS-2 – Removal and Disposal of Asbestos Contaminated Soil and Debris will be paid after receipt of CONTRACTOR's survey (showing pre-excavation and post-excavation limits and volume excavated), receipt of proper documentation of disposal, and the DEPARTMENT's and ENGINEER's approval thereof. The surveys shall be performed, signed, and sealed by a land surveyor licensed to practice in New York State and shall show the calculated in-place volume of asbestos containing soil and debris removed.

C. Bid Item LS-3 – Dewatering and Water Treatment

1. Measurement and Payment: The lump sum price bid for Bid Item LS-3 – Dewatering and Water Treatment shall be the amount paid to the CONTRACTOR for design, furnishing, mobilization, installation, initial startup, compliance testing, operation, maintenance and monitoring of the dewatering and treatment systems, and decontamination and



demobilization of the equipment and treatment systems in accordance with the requirements of the Contract Documents.

Dewatering and water treatment equipment rental costs are also included in this payment item. The equipment furnished shall maintain the areas of work in a dry condition for soil and debris removal, DEPARTMENT and ENGINEER inspections, post-excavation sampling, backfilling, surveying and planting. Provide all labor, materials, power, equipment and incidentals necessary to complete the work, including but not limited to: electrical connection and equipment, construction of proper dewatering sumps, supply and installation of dewatering pumps, transfer pumps, and transfer hoses, water treatment equipment, storage tanks, filtration and treatment vessels, piping, appurtenances, meters, valves, instrumentation, electrical, controls, and discharge systems, as specified in the Contract Documents.

This item also includes start-up and initial sampling of the treatment system discharge and related sample collection and laboratory analysis, reporting and record keeping, temporarily holding treated water pending analysis and discharge approvals by DEPARTMENT, final cleaning, break-down, decontamination, and demobilization of the dewatering equipment, treatment systems and appurtenances. This item additionally includes designing, furnishing, installing, and maintaining dewatering dams, as shown and specified, and removal of dewatering dams when directed by the ENGINEER.

This item also includes operation and maintenance of the dewatering and water treatment systems, 24 hours per day, 7 days per week, for removal and treatment of water during excavation, excavation inspection, post-excavation sampling, surveying, backfilling and planting. Operation and maintenance of the dewatering and water treatment systems shall include provision of all materials, equipment, incidentals, power, and labor necessary to operate the dewatering and water treatment systems following completion and ENGINEER's approval of start-up testing of the system. Staff and operate the water treatment system to continuously maintain water levels in the areas of excavation such that excavation, inspection, sampling, surveying, and backfilling can be completed in the dry. Include all filtration, treatment, maintenance, carbon change/regeneration, full compliance with the SPDES permit equivalent requirements including monitoring, testing, reporting of test results, pumping, routine discharge monitoring, sampling and reporting (as required by permit), all maintenance and monitoring of the treatment system operation to ensure proper water removal, treatment and discharge (including all filter and media changes and filter and media characterization, labeling, transport and disposal and replacement), and all activities associated with dewatering and treatment of water and contaminated liquids and related record keeping and reporting. Compliance monitoring includes all analyses required by the permit and regulations. For compliance monitoring, the CONTRACTOR shall ensure calibrated and operational flow meters are provided and operating at all times on the water treatment system to measure influent and discharge flow rates and volumes. CONTRACTOR shall include daily flow rate and volume measurements as part of their daily reports and ENGINEER will review quantities based on daily reports.

This bid item includes routine removal and characterization, off-site transportation, and disposal of sediment which accumulates in the dewatering and water treatment systems equipment, and removal of free-phase liquids which may accumulate in the dewatering and treatment systems equipment. This bid item also includes all filter and media changes and filter and media characterization, labeling, transport and disposal and replacement.

Payments will be made based on the percent completed as agreed to by ENGINEER and DEPARTMENT, and the amount of Bid Item LS-3 – Dewatering and Water Treatment Systems.

D. Bid Item LS-4 – Monitoring Well Decommissioning

1. Measurement and Payment: The lump sum price bid for Bid Item LS-4 – Monitoring Well Decommissioning shall be the amount paid to the CONTRACTOR for completely and properly, in accordance with the Contract Documents and according to DEPARTMENT requirements and guidelines, decommissioning existing monitoring wells.

Provide all materials, equipment, incidentals, power and labor necessary to completely and properly fill and seal (and remove partially or entirely, as specified) monitoring wells and perform all applicable work and requirements as described in Supplementary Specification Section 33 11 53, Monitoring Well Decommissioning, and as shown on the Contract Drawings.

All costs associated with characterization and off-site transportation and disposal of resulting waste is included in Bid Item LS-1 and all costs for disposal of fluids generated during monitoring well work are included in Bid Item LS-3 if the fluids are treated by the water treatment system, otherwise costs for disposal of fluids are included in Bid Item LS-1. This item shall also include all required reporting and related work.

E. Bid Item LS-5 – Site Restoration

1. Measurement and Payment: The lump sum price bid for Bid Item LS-5 – Site Restoration shall be the amount paid to the CONTRACTOR to restore the Site, including removal of imported fill/gravel from the Decontamination Areas, Temporary Facilities and Office Areas, and other areas where provided, unless specified to remain, and final restoration in all disturbed areas of the Site as directed and specified in the Contract Documents. Excluded is work included in other payment items.

Provide all materials, equipment, incidentals, power and labor to completely and properly restore the Site, including removal and off-site disposal of all ground surface coverings not specified to remain; furnishing and placement of clean fill and topsoil (not included in other payment items); furnishing of seed, seeding, watering, monitoring and maintenance of the seed and seed growth; providing the site in final conditions in accordance with the Contract Documents, including but not limited to, furnishing and installing aggregate base course as shown and specified, and all applicable work and requirements as described in Supplementary Section 32 92 00 – Turf and Grasses and as shown on the Contract Drawings.

Payments will be made based on the percent completed as agreed to by ENGINEER and the amount of Bid Item LS-5 – Site Restoration.

F. Bid Item UP-1 – Site Services

1. Payment: The unit price bid for Payment Item UP-1 – Site Services shall be the amount paid each day for the CONTRACTOR to provide and maintain and, as necessary, repair,

temporary facilities and services at the Site in accordance with the requirements of the Contract Documents. Site services include, but are not limited to:

- a. Maintaining and performing site security including maintaining and repairing fencing and gates;
- b. Maintaining construction entrances, temporary facilities and utilities, project and traffic signs, sanitary facilities, lighting, on-Site and off-Site traffic controls, and access roads;
- c. Maintaining and operating field offices and support areas;
- d. Inspecting, maintaining and repairing sediment and erosion controls;
- e. Disposal of project-related waste not included in other payment items;
- f. Maintaining compliance with permit and permit-equivalency requirements (not part of other payment items);
- g. Providing and maintaining continuous electrical supply and internet services;
- h. Maintaining project records and provision of daily reports;
- i. Full-time Site superintendence;
- j. Parking, staging and stockpile area maintenance;
- k. Implementing the Project Plans (not part of other payment items);
- l. Maintaining and updating the construction schedule;
- m. Implementing the Spill Prevention, Control and Countermeasures Plan, as required and the SWPPP;
- n. Maintenance and operation of the decontamination pad and facilities;
- o. Providing other services not specifically listed but required by the Contract Documents and for completion of the Work.

2. Measurement for payment: The unit price bid for Bid Item UP-1 – Site Services will be paid for each day (i.e., calendar day) that all temporary services are provided by the CONTRACTOR beginning after the completion of mobilization, as defined in the description of Bid Item LS-1 and ending at completion of site restoration, at the end of the Contract Time specified in Section VI, Article 6.1, or when directed by the ENGINEER, whichever is sooner. This item does not include operation and maintenance of the dewatering and water treatment systems; refer to Bid Item LS-3 for payment for these services. There shall be a 50% reduction in the payment of this item for days when site services are incomplete or inadequate in the opinion of the ENGINEER. A 100% reduction in the payment for this item shall occur for each day the CONTRACTOR fails to provide site services in the opinion of the ENGINEER.

There shall be no payment of Site Services during the planting guarantee period and there shall be no payment for Site Services during the winter shutdown period.

G. Bid Item UP-2 – Health and Safety Services

1. Payment: The unit price bid for Bid Item UP-2 – Health and Safety Services will be the amount paid each day the CONTRACTOR fully implements the Site Specific Health and Safety Plan (SSHASP), and all associated plans (e.g., CAMP), at the Site in accordance with the requirements of the Contract Documents. Required scope of work for this bid item includes, but is not limited to: implementation, maintenance and updating the SSHASP and associated plans; providing a full-time Health and Safety Officer at the site; air monitoring, sampling, analysis, and reporting; and furnishing personal protective equipment (PPE), as well as characterizing, transportation, and disposal of used PPE and decontamination wastes not specifically included in other bid items. Provide all material,

equipment, incidentals, power and labor necessary to perform all applicable work and requirements as described in Standard Specification Section 01 35 29, Contractor's Health and Safety Plan, Supplementary Specification Section 01 35 29.01, Modifications to Contractor's Health and Safety Plan, and as shown on the Contract Drawings.

2. Measurement for payment: The unit price bid for Bid Item UP-2 – Health and Safety Services will be paid for each day that work is occurring in the exclusion zone, and:
  - a. All of the elements of the CONTRACTOR's SSHASP and associated plans are in place, and
  - b. The CONTRACTOR conducts the activities necessary to fully implement the SSHASP and associated plans.

The period of potential payment for Bid Item UP-2 - Health and Safety Services shall begin after the satisfactory establishment and start of work within the required exclusion zone(s) and shall be considered complete when there is no longer work in an exclusion zone on the Site, at Substantial Completion, as specified in Section VI, Article 6.1, or when directed by the ENGINEER, whichever is sooner. A 100% reduction in the payment for this item will occur for every day the CONTRACTOR fails to adhere (in the opinion of the DEPARTMENT or the ENGINEER) to the SSHASP and for every day where no Work occurs in the exclusion zone. For the purposes of this item, operation and monitoring of the dewatering and water treatment systems is not considered "work in the exclusion zone(s)". No payment will be made for Saturdays, Sundays and holidays specified in Section XIII if no work occurs in the exclusion zone(s). There shall be no payment of Health and Safety Services during the planting guarantee period and there shall be no payment for Health and Safety Services during the winter shutdown period.

H. Bid Item UP-3 – Excavation and Management of Soil and Debris

1. Payment: The unit price for Bid Item UP-3 – Excavation and Management of Soil and Debris shall be the amount paid per cubic yard for the CONTRACTOR to excavate, handle and stage soil and debris and all other material within the specified limits and as directed.

Provide all materials, equipment, incidentals, power and labor necessary to completely and properly excavate and handle contaminated soil and debris, including removal of below grade portions of the former Incinerator Building and stack foundation, stabilize saturated soil as required by the disposal facilities, reduce debris to sizes acceptable to disposal facilities, and perform all applicable work, and requirements as described in Supplementary Specification Section 31 23 16, Excavation and as shown on the Contract Drawings. This bid item includes surveying to mark out excavation limits and surveying for measurement of cut volumes.

The means and methods for excavating the contaminated soil and debris are the CONTRACTOR's responsibility. Removal of contaminated soil and debris shall be performed after removal of asbestos contaminated soil and debris (Bid Item LS-2). Additional excavation directed by the ENGINEER and required due to post-excavation sampling analytical results exceeding the target criteria shall also be measured and paid for under this item. No payment shall be made for excavation beyond the limits specified and shown on the Drawings unless directed by the ENGINEER. All work activities to accomplish excavation of contaminated material, including, but not limited to, labor,

equipment, power, incidentals and materials, to the limits specified and shown, handle the material, dewater and stabilize the excavated material for transport and disposal, stage the material, properly manage the material staging areas and complete specified surveying shall be incorporated into the unit price bid for Bid Item UP-3.

No payment will be made for excavation cut back for stabilizing excavation side slopes above the minimum volume required for side slopes of 2:1 (horizontal : vertical). The volume of cut back for stabilizing excavation side slopes and the slope of excavation side walls (horizontal : vertical) shall be shown separately on survey drawings submitted for payment. The volume of any excavation above the specified minimum amount required shall also be shown separately on the survey drawings.

Payment for removal of above ground debris, including partially buried debris, and debris piles is included in Bid Item LS-1.

2. Measurement for payment: The unit price bid for Bid Item UP-3 – Excavation and Management of Soil and Debris will be paid for each cubic yard removed as measured in-place based on the CONTRACTOR's survey (showing pre-excavation and post-excavation limits and volume) and the DEPARTMENT's and ENGINEER's approval thereof. The surveys shall be performed, signed, and sealed by a land surveyor licensed to practice in New York State and shall show the calculated in-place volume of excavated soil and debris, the calculated in-place volume of material excavated for side slope stabilization, and the slope of excavation side walls.

I. Bid Item UP-4 – Loading, Transportation, and Off-Site Disposal of TSCA Soil and Debris (Non-Hazardous for Metals)

1. Payment: The unit price bid for Bid Item UP-4 – Loading, Transportation, and Off-Site Disposal of TSCA Soil and Debris (Non-Hazardous for Metals) shall be the amount paid per ton for the CONTRACTOR to characterize for disposal, load, transport, and dispose off-site soil and debris defined as PCB-impacted at TSCA concentrations (equal to or greater than 50 mg/kg of PCBs), classified as non-hazardous waste under RCRA (below the TCLP regulatory limit), and containing PFAS at concentrations of up to 15 ug/kg, as directed and specified herein.

Provide all materials, equipment, incidentals, power and labor necessary to completely and properly characterize, load, transport, and dispose contaminated soil and debris off-site, and perform all applicable work and requirements as described in Supplementary Specification Section 31 23 16, Excavation.

Costs for excavation, removal, handling, staging, and storing of soil and debris prior to loading for disposal are included in Bid Item UP-3.

CONTRACTOR shall be responsible for proper off-site transportation and disposal of all excavated soil and debris. However, no payment will be made for transportation and disposal of soil and debris cut back above the minimum amount required for excavation side slopes of 2:1 (horizontal : vertical). An in-place density factor of 120 pounds per cubic foot will be used to estimate the weight of cut back volumes above the minimum required.

2. Measurement for payment: The unit price bid for Bid Item UP-4 – Loading,

Transportation, and Off-Site Disposal of TSCA Soil and Debris (Non-Hazardous for Metals) will be paid for each ton disposed of off-site, as measured by the CONTRACTOR's disposal facility certified weigh scale tickets, provided to and approved by the ENGINEER.

J. Bid Item UP-5 – Loading, Transportation, and Off-Site Disposal of TSCA Soil and Debris (Hazardous for Metals)

1. Payment: The unit price bid for Bid Item UP-5 – Loading, Transportation, and Off-Site Disposal of TSCA Soil and Debris (Hazardous for Metals) shall be the amount paid per ton for the CONTRACTOR to characterize for disposal, load, transport, and dispose off-site soil and debris defined as PCB-impacted at TSCA concentrations (equal to or greater than 50 mg/kg of PCBs), classified as hazardous waste under RCRA (at or exceeding the TCLP regulatory limit), and containing PFAS at concentrations of up to 15 ug/kg, as directed and specified herein.

Provide all materials, equipment, incidentals, power and labor necessary to completely and properly characterize, load, transport, and dispose contaminated soil and debris off-site, and perform all applicable work and requirements as described in Supplementary Specification Section 31 23 16, Excavation.

Costs for excavation, removal, handling, staging, and storing of soil and debris prior to loading for disposal are included in Bid Item UP-3.

CONTRACTOR shall be responsible for proper off-site transportation and disposal of all excavated soil and debris. However, no payment will be made for transportation and disposal of soil and debris cut back above the minimum amount required for excavation side slopes of 2:1 (horizontal : vertical). An in-place density factor of 120 pounds per cubic foot will be used to estimate the weight of cut back volumes above the minimum required.

2. Measurement for payment: The unit price bid for Bid Item UP-5 – Loading, Transportation, and Off-Site Disposal of TSCA Soil and Debris (Hazardous for Metals) will be paid for each ton disposed of off-site, as measured by the CONTRACTOR's disposal facility certified weigh scale tickets, provided to and approved by the ENGINEER.

K. Bid Item UP-6 – Loading, Transportation, and Off-Site Disposal of Non-TSCA Soil and Debris (Non-Hazardous for Metals)

1. Payment: The unit price bid for Bid Item UP-6 – Loading, Transportation, and Off-Site Disposal of Non-TSCA Soil and Debris (Non-Hazardous for Metals) shall be the amount paid per ton for the CONTRACTOR to characterize for disposal, load, transport, and dispose off-site soil and debris defined as PCB-impacted with concentrations of PCBs below 50 mg/kg, classified as non-hazardous waste under RCRA (below the TCLP regulatory limit), and containing PFAS at concentrations of up to 15 ug/kg, as directed and specified herein.

Provide all materials, equipment, incidentals, power and labor necessary to completely and properly characterize, load, transport, and dispose contaminated soil and debris off-site, and perform all applicable work and requirements as described in Supplementary

Specification Section 31 23 16, Excavation.

Costs for excavation, removal, handling, staging, and storing of soil and debris prior to loading for disposal are included in Bid Item UP-3.

CONTRACTOR shall be responsible for proper off-site transportation and disposal of all excavated soil and debris. However, no payment will be made for transportation and disposal of soil and debris cut back above the minimum amount required for excavation side slopes of 2:1 (horizontal : vertical). An in-place density factor of 120 pounds per cubic foot will be used to estimate the weight of cut back volumes above the minimum required.

2. Measurement for payment: The unit price bid for Bid Item UP-6 – Loading, Transportation, and Off-Site Disposal of Non-TSCA Soil and Debris (Non-Hazardous for Metals) will be paid for each ton disposed of off-site, as measured by the CONTRACTOR’s disposal facility certified weigh scale tickets, provided to and approved by the ENGINEER.

L. Bid Item UP-7 – Loading, Transportation, and Off-Site Disposal of Non-TSCA Soil and Debris (Hazardous for Metals)

1. Payment: The unit price bid for Bid Item UP-7 – Loading, Transportation, and Off-Site Disposal of Non-TSCA Soil and Debris (Hazardous for Metals) shall be the amount paid per ton for the CONTRACTOR to characterize for disposal, load, transport, and dispose off-site soil and debris defined as PCB-impacted with concentrations of PCBs below 50 mg/kg, classified as hazardous waste under RCRA (at or exceeding the TCLP regulatory limit), and containing PFAS at concentrations of up to 15 ug/kg, as directed and specified herein.

Provide all materials, equipment, incidentals, power and labor necessary to completely and properly characterize, load, transport, and dispose contaminated soil and debris off-site, and perform all applicable work and requirements as described in Supplementary Specification Section 31 23 16, Excavation.

Costs for excavation, removal, handling, staging, and storing of soil and debris prior to loading for disposal are included in Bid Item UP-3.

CONTRACTOR shall be responsible for proper off-site transportation and disposal of all excavated soil and debris. However, no payment will be made for transportation and disposal of soil and debris cut back above the minimum amount required for excavation side slopes of 2:1 (horizontal : vertical). An in-place density factor of 120 pounds per cubic foot will be used to estimate the weight of cut back volumes above the minimum required.

2. Measurement for payment: The unit price bid for Bid Item UP-7 – Loading, Transportation, and Off-Site Disposal of non-TSCA Soil and Debris (Hazardous for Metals) will be paid for each ton disposed of off-site, as measured by the CONTRACTOR’s disposal facility certified weigh scale tickets, provided to and approved by the ENGINEER.

M. Bid Item UP-8 – Winter Shutdown

1. Payment: The unit price bid for Payment Item UP-8 – Winter Shutdown shall be the amount paid each day for the CONTRACTOR to provide and maintain, in accordance with the requirements of the Contract Documents, as necessary, temporary facilities at the Site which are not demobilized for winter shutdown. Winter Shutdown work shall include, but is not necessarily limited to:
  - a. Maintaining and performing site security including maintaining and repairing fencing and gates;
  - b. Maintaining construction entrances, temporary facilities and utilities, project and traffic signs, on-Site and off-Site traffic controls, and access roads;
  - c. Maintaining field offices and support areas;
  - d. Inspecting, maintaining and repairing sediment and erosion controls;
  - e. Disposal of project-related waste not included in other payment items;
  - f. Providing and maintaining continuous electrical supply and internet services;
  - h. Maintaining project records and provision of daily reports;
  - i. Maintaining and updating the construction schedule;
  - m. Implementing the Spill Prevention, Control and Countermeasures Plan, as required and the SWPPP.
2. Measurement for payment: The unit price bid for Bid Item UP-8 – Winter Shutdown will be paid for each day that the above-listed services are provided by the CONTRACTOR beginning after the demobilization for winter shutdown, as defined in the description of Bid Item LS-1, and ending at the start of remobilization.

There shall be no payment for Bid Item UP-1 - Site Services and there shall be no payment for Bid Item UP-2 - Health and Safety Services during the winter shutdown period. Completed work lost during winter shutdown (such as soil loss from erosion, etc.) shall be replaced at no cost to the DEPARTMENT.

N. Bid Item UP-9 – Post-Excavation Sampling and Analysis

1. Payment: The unit price bid for Bid Item UP-9 – Post-Excavation Sampling and Analysis shall be the amount paid per sample collected and analyzed for PCBs as specified and directed by the ENGINEER.

Provide all materials, equipment, incidentals, power and labor necessary to completely and properly conduct post-excavation sample collection and analysis, and perform all applicable work and requirements as described in Supplementary Specification Section 01 43 36, Field Samples, Section 01 45 00, Quality Control, and Section 31 23 16, Excavation, and as shown on the Contract Drawings. This includes, but is not limited to: collection of samples; preparation of samples; preservation, labeling, handling, shipping, and 48-hour turn-around-time analysis of each post-excavation, and QA/QC sample; staking and surveying the location and elevation of each sample; and result analysis, review and reporting, including data validation and Data Usability Summary Report (DUSR) preparation and submittal. Costs for surveying the elevation and location of each sample and sample aliquot collected (four sample aliquot locations per composite sample) shall also be incorporated into the unit price bid. Confirmation samples shall be analyzed for PCBs, as directed, with reporting limits below the specified evaluation/threshold criteria.



Additional sampling and surveying work required due to expansion of excavation area(s) shall also be measured and paid for under this item at the unit price.

2. Measurement for payment: The unit price bid for Bid Item UP-9 – Post-Excavation Sampling and Analysis shall be paid based on the actual quantity of post-excavation samples collected and analyzed for PCBs. Payment shall be made at the unit price bid for each sample collected and analyzed as shown in the CONTRACTOR's final laboratory analytical results reports and in DUSR reports. For results that are not received within the required 48-hour turn-around-time, a unit price reduction of 50% will be applied. Subsequent unit price reductions of 10% (of the initial unit price) will be applied for each day (24-hour period) beyond the initial 48-hour turn-around deadline. QA/QC samples are not considered post-excavation samples for payment purposes and all costs for collection and analysis of QA/QC samples shall be incorporated into the unit price bid. A survey map signed and sealed by a land surveyor licensed to practice in New York State, showing sample elevations and locations and the elevation and location of each collected sample aliquot, must be submitted and approved by the ENGINEER for payment.

O. Bid Item UP-10 – Furnish and Place Clean Fill and Topsoil

1. Payment: The unit price bid for Bid Item UP-10 – Furnish and Place Clean Fill and Topsoil shall be the amount paid per cubic yard for the CONTRACTOR to furnish and place clean fill and topsoil including furnishing, placement, compaction, testing, surveying, and grading.

Provide all materials, equipment, incidentals, power and labor necessary for completely and properly furnishing, placing, testing, compacting, and surveying of clean fill and topsoil to specified final grades, furnishing and placing geotextile (demarcation layer), and including all applicable work and requirements specified in Supplementary Specification Sections 31 23 23, Clean Fill, and as shown on the Contract Drawings. Bid unit price includes analytical testing of source material, reporting of test results, and import/furnish and installation of suitable clean fill, topsoil material, and demarcation layer fabric. Sampling frequency, analytical testing, and allowable constituent levels for imported clean fill and topsoil shall be in accordance with DER-10 guidance. Allowable constituent levels shall meet DER-10, Appendix 5 for Unrestricted Use. In addition, a minimum of one (1) sample per source material shall be analyzed for PFAS and 1,4-Dioxane in accordance with NYSDEC guidance.

No payment will be made for furnishing and placing clean fill and topsoil in areas of cut back above the minimum required for stabilizing excavation side slopes.

2. Measurement for payment: The unit price bid for Bid Item UP-10 – Furnish and Place Clean Fill and Topsoil shall be paid for each cubic yard as measured in-place based on the CONTRACTOR's survey and the DEPARTMENT's and ENGINEER's approval thereof. The survey shall be performed, signed, and sealed by a land surveyor licensed to practice in New York State and shall show ground surface elevations before and after placement of clean fill and topsoil (individually) and the calculated in-place volume of clean fill and topsoil (individually) furnished and installed. The survey shall also show the limits and elevation of the demarcation layer. CONTRACTOR's records of clean fill and topsoil purchased (e.g., load tickets) and all test results shall also be provided to ENGINEER for review of quantities indicated on the survey. No payment will be paid under this item for

clean fill and topsoil provided to repair and restore areas disturbed by the CONTRACTOR beyond the limits of excavation and seeding shown on the Drawings including the minimum limits of cut back required for stabilizing excavation side slopes.

++ END OF SECTION ++