OLD UPPER MOUNTAIN ROAD SITE REMEDIATION

Lockport, Niagara County, New York
Inactive Hazardous Waste Site Number 932112

July 2022
ADDENDUM NUMBER 2
TO CONTRACT D012107

Prepared by:

EA Engineering, P.C. and its affiliate EA Science and Technology
and
New York State Department of Environmental Conservation
Division of Environmental Remediation
ADDENDUM NUMBER 2
TO THE JUNE 2022 CONTRACT DOCUMENTS
OLD UPPER MOUNTAIN ROAD SITE
REMEDIAUTION
LOCKPORT, NIAGARA COUNTY, NEW YORK
CONTRACT NO. D012107
JULY 14, 2022

TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:
Section III, Article 3 of the Contract Documents requires bidders to acknowledge receipt of all addenda on Form V-5.

Table of Contents

Section A Changes and Additions

Section B Questions, Answers, Clarifications

Attachments

<table>
<thead>
<tr>
<th>Attachment A</th>
<th>Revised Contract Drawing Sheets 45, 50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment B</td>
<td>CSX Transportation Inc. Example Right of Entry Agreement and Associated Contractor Acceptance Form</td>
</tr>
</tbody>
</table>

Donald F. Conan, P.E., P.G.
EA Engineering, P.C
and its Affiliate EA Science and Technology
Section A: Changes and Additions

Item 1:
Section I – Advertisement and Notice to Bidders. Add the following after the third sentence of the first paragraph: “Bidders may dial into the following conference call number for bid opening in lieu of in-person attendance at the bid opening: Call-in number 1-518-549-0500, Meeting number (access code) 1619 02 2107, Meeting password 32iN8B7CYXy.”

Item 2:

Item 3:
Section XI – Supplementary Specifications, Section 33 05 13 – Concrete Structures. Add the following to part 2.4:

I. Granulated Activated Carbon (GAC):
   1. Shall be CENTAUR® 12x40 Catalytic Granular Activated Carbon manufactured by CalgonCarbon® or equivalent approved in writing by the ENGINEER.

Item 4:
Replace Contract Drawing Sheet No. 50 of 50 with the revised drawing sheets 45 and 50 of 50, Attachment A.

Item 5:
Section IX – Supplementary Conditions. Add Attachment 12 – CSX Transportation Inc. Example Right of Entry Agreement and associated Contractor Acceptance Form. Included as Attachment B to this Addendum No. 2.

Item 6:
Change. The Addendum No. 1 to the contract documents indicated that bids would be due on Tuesday, July 19, 2022, at 1:00 pm. The bids due date will be changed to Wednesday, July 27, 2022, at 1:00 pm.

Section I “Advertisement and Notice to Bidders” (page I-1) change the Bids Due date from July 19, 2022, to July 27, 2022.
Section B: Questions, Answers, Clarifications

The following provides answers to the substantive questions received by the New York State Department of Environmental Conservation (Department). Where appropriate, similar questions or questions related to the same subject were combined to streamline the Questions and Answers and reduce redundancy. The Bidders must thoroughly review the bidding documents and not rely solely upon answers provided to questions during bid preparation and during implementation of construction activities.

Q1. Who will take care of the rerouting or raising of overhead wires in OU1? The owner or the contractor?
A1. The Contractor is responsible for coordinating with the utility owner on the rerouting or raising of overhead wires as the Contractor deems necessary in OU1 (31 11 00 – Clearing and Grubbing). The Department requires a submittal detailing the proposed work and coordination with the utility owner be provided to the Engineer in advance of the work and a minimum of seven days’ notice prior to any work involving these wires.

Q2. Does the owner or engineer have a defined sequence for the construction. We have a general idea looking for more detail.
A2. The Contractor shall propose the sequence of construction for approval by the ENGINEER with consideration of Separable Part A and the winter shutdown period (or requested modification to the required winter shutdown per Section 01 14 35 – Winter Shutdown). For Area 1, installation of the Area 1 Site Access Road is considered the primary critical path item followed by preparation of the Containment Cell such that Amended Fill can be placed, inclusive of all activities necessary for that (clearing, OU-1 Fill excavation, upstream OU-2 sediment excavation, buttress, groundwater underdrain, etc.). For Area 2, installation of the Landfill Access Road and preparation for the Lockport City Landfill Sediment Cell (LCLSC) inclusive of all activities necessary for that (partial Lockport City Landfill [LCL] cap excavation and LCLSC subgrade preparation). It is anticipated that work will proceed concurrently in Area 1 and Area 2.

Q3. What permits will be required by the contractor?
A3. The Contractor is responsible for permits identified in Section 01 10 00 – Summary paragraph 1.8 and all others the Contractor identifies as necessary to perform the required work. Identification of permits required to conduct the work is required by the Contractor in the Five-Day Submittal Package per Section 01 33 00 – Submittal Procedures.

Q4. When can the contractor expect award and NTP for the contract based on a bid date of July 19, 2022?
A4. Award of this contract is anticipated in Fall 2022 timeframe. A mutually agreeable notice to proceed date will be worked out with the successful contractor.
Q5. Does the engineer have the design calculations for the H PILES for the access road?

A5. See Section 31 00 01 Access Road Construction in Section XI – Supplementary Specifications of the Contract Documents as well as Appendix F of the Basis of Design report provided in the Limited Site Data document.

Q6. Please specify what a type 3 subbase stone is vs. a NYSDOT spec.

A6. See below for comparison of DOT Type 3 vs Modified Subbase, Type 3 as specified on the Contract Drawings:

<table>
<thead>
<tr>
<th>Size</th>
<th>DOT Type 3% passing</th>
<th>Modified Subbase, Type 3 % passing</th>
</tr>
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<tbody>
<tr>
<td>100 mm</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>6.3 mm</td>
<td>30-75</td>
<td>30-65</td>
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<tr>
<td>425 µm</td>
<td>5-40</td>
<td>5-40</td>
</tr>
<tr>
<td>75 µm</td>
<td>0-10</td>
<td>0-15</td>
</tr>
</tbody>
</table>

Q7. Please specify what structure is required to have the vibration monitoring for the H PILE install work? Is this also required for any rock excavation work?

A7. See specification 01 76 00 – Protecting Existing Structures and Infrastructure.

Q8. When you discuss slope “certification” in the specification, what is this requirement?

A8. See Section 31 00 01 – Access Road Construction paragraph 3.9 C.

Q9. Please specify which areas just require clearing (no disturbance of the ground surface) and what requires clearing and grubbing (disturbance of the ground surface).

A9. Grubbing shall be conducted in areas outside of the Operable Units as necessary for excavation activities; within the OUs, stumps and other buried materials shall be treated as debris in accordance with Section 31 23 16 – Excavation. Grubbing debris from outside of the OUs that can be chipped to meet the definition of Acceptable Vegetative Debris may be disposed of in either the containment cell or the Lockport City Landfill Sediment Cell; grubbing debris that cannot be chipped or processed to meet the definition of Acceptable Vegetative Debris shall be handled per Section 31 11 00 – Clearing and Grubbing.

Q10. Can the stumps be ground in place? If not, what is the disposal requirement of the removed stumps?

A10. Stumps may be ground in place, per Section 31 11 00 – Clearing and Grubbing.

Q11. Where does clearing debris go from OU-3?

A11. See Section 31 11 00 - Clearing and Grubbing; vegetative material cleared from OU-3 shall be processed to meet the definition of Acceptable Vegetative Debris and disposed of in the Containment Cell at OU-1.

Q12. Regarding Bid Item LS – 4, we assume all the pipe and structures to be removed off the site. Do they have to be decontaminated? What about all surface debris? Chain Link Fence etc.?
A12. Pipe and structures are to be handled as debris as described in Section 02 41 19 – Demolition and Abandonment. Materials that cannot be processed to be Acceptable Debris shall be handled in accordance with Section 31 23 16 – Excavation paragraph 3.3 A. 3. Per 02 80 01 – Decontamination: “Materials potentially contaminated with site soils, such as Unacceptable Debris, which requires off-site disposal, shall be decontaminated in the Contamination Reduction Zone (CRZ) on the Decontamination Pads prior to leaving the site.”

Q13. Removal of Old Upper Mountain Road? Clean removal and recycling or dirty work and disposal to a landfill? What is required?

A13. The Contract requires complete removal and replacement of Old Upper Mountain Road within the Limit of Disturbance (LOD) as depicted in the Contract Drawings. Waste materials from the road demolition (subbase and asphalt) shall be placed in the Containment Cell in accordance with Sections 31 23 16 – Excavation Paragraph 3.3 and 31 32 00 – Sediment Processing. If disposal of these materials offsite is necessary, CONTRACOTR shall request approval for offsite disposal and provide a justification in accordance with Section 31 23 16 – Excavation Paragraph 3.3. Any materials to be disposed or recycled offsite shall meet all disposal facility requirements and other applicable disposal regulations.

Q14. Please define in detail what is considered hazardous for T&D under UP-1 and what is non-hazardous under UP – 2 for offsite transport and disposal.

A14. See Section 02 80 01 – Decontamination paragraph 1.3.

Q15. We assume surface water management is to divert all water around the work areas during construction. If water doesn’t go into a “dirty” area and is discharged downstream, is it considered clean?

A15. Per Section 35 60 00 – Temporary Water Diversion and Flood Contingency Planning paragraph 1.3 8, diverted creek flow does not require treatment. The Contractor shall employ turbidity controls downstream from active work areas to prevent visible turbidity and any violation of surface water standards. Any water which requires removal from the Active Work Areas will require treatment and discharge under the SPDES Equivalency Permit in accordance with Section 02 72 00 – Water Treatment. Discrete work areas (Active OU-2 Work Areas) shall be isolated from surrounding surface water, and to the extent possible, groundwater, while sediment is excavated from these areas. Isolation is to be accomplished with the use of temporary cofferdams, portadams, or other means determined by the Contractor. Water outside of the Active OU-2 Work Areas should remain unimpacted and free to flow downstream. Water within the areas shall be isolated until solids are allowed to settle to a point at which the isolated water will no longer cause exceedances of the water quality standards in Gulf Creek. Any water which requires removal from the Active OU-2 Work Areas will require treatment and discharge under the SPDES Equivalency Permit.

Q16. What is considered and required for creek monitoring?

A16. Creek flow rate monitoring is required at the downstream end of Area 1 and Area 2 during all earth disturbance activities within those areas per Section 35 60 00 – Temporary Water Diversion and Flood Contingency Planning paragraph 1.5 A. Turbidity will be monitored visually; there shall be no increase that will cause a visible contrast to natural conditions, per 6NYCRR 703.2 (Section 01 76 50 – Nuisance Controls, Management, and Corrective Measures).
Q17. Where did the data in the specifications come from for capacity of treatment system per day and effluent discharge requirements?

A17. The maximum discharge of 220,000 gallons per day (gpd) is an estimate of the maximum flowrate necessary to keep water levels in OU2 low enough for dredging and backfill activities to be conducted considering the concurrent use of a bypass system to minimize dewatering. Ultimately, the volumetric flowrate of excavation dewatering will depend on Contractor’s means and methods but cannot exceed 220,000 gpd. Effluent discharge requirements are based on previous surface water sampling and based on SPDES permit equivalency issued by NYSDEC’s Division of Water.

Q18. Please better define the requirements of the slope monitoring plan

A18. Slope monitoring plan shall include items identified in Section 13 40 00 – Slope Monitoring Instrumentation 1.3 A. 2 a-g. The plan shall detail Contractor’s proposed means and methods to meet the requirements set forth in Section 13 40 00.

Q19. Please define better the OU 1 fill testing requirement.

A19. Testing requirements are provided in Section 31 32 00 – Sediment Processing. See also the associated Sediment Processing Sampling Table.

Q20. Does UP-6 cover the costs for the geotechnical reagent associated with the work being completed in UP-4 and UP-5?

A20. Yes.

Q21. Can you define where the Temporary Soil Surface Stabilization goes and what is this exact requirement per specification and application.

A21. See Section 01 57 13 – Temporary Erosion and Sedimentation Controls 3.1 C.

Q22. Where does all rock removal material go? We will generate some during slope grading and some during underdrain trenching below the Buttress as well as the road.

A22. Rock removal from outside of the OUs may be processed for use as fill within the floodplains or may be processed for use as access road pavement, stormwater channel material per Section 31 00 01 – Access Road Construction. Additional surplus rock from the Gulf Interceptor Relocation Project will also be used in areas designated as Common Fill (31 23 23 – Fill for Restoration 3.7 B. 1.). Rock obtained from Groundwater Trench beneath the buttress is to be handled in accordance with Section 31 23 16 – Excavation “Debris Handling”.

Q23. Please define testing for aggregate fill based on a limestone quarry.

A23. Aggregate fill testing requirements are included in 31 23 23 – Fill for Restoration.

Q24. We assume UP – 3 is for an “undercut” area which includes backfill with common fill. Please define where this might happen or be identified.

A24. See Section 31 23 16 – Excavation paragraph 3.2 T.

Q25. Sediment that is removed to the dewatering pad. Blending is with mechanical means for the Portland cement? Pugmill? How will the engineer test of the material be blended properly?

A25. The Contractor shall select the means and methods of sediment dewatering. Please review
Section 31 32 00 – Sediment Processing specification for testing requirements.

Q26. We understand the testing required for the paint filter test, but understand the Portland is also for strength requirements for the slope. How will this be evaluated?
A26. Please review the new 31 32 00 – Sediment Processing specification for testing requirements.

Q27. We understand that the amended waste will have to be compacted and evaluated by density. Does amended waste go offsite for a proctor to be generated?
A27. Prior to placement, amended fill shall be tested using the Modified Proctor Test (ASTM D1557); once placed, the fill shall be compacted to a minimum of 85 percent of the maximum dry density as determined by the Modified Proctor Test required in Section 31 32 00 – Sediment Processing paragraph 3.5. Field density testing will be completed per Section 31 32 00 – Sediment Processing paragraph 3.7.

Q28. Regarding UP 4 and 5, we understand that a before and after survey shall be generated within the removal areas and all the work defined under these unit prices are paid for materials removed based on in place measurement.
A28. This is correct.

Q29. Can the engineer generate a better testing matrix showing all the testing required for the project? There is a tremendous amount.
A29. See the Sediment Processing Sampling Table provided with Section 31 32 00 – Sediment Processing that includes sampling related to the work therein. This is not intended to cover all testing required for the project (e.g., fill materials sampling).

Q30. Is a fulltime dedicated health and safety officer required for the project?
A30. Yes.

Q31. Please define based on the site logistics when a site security guard is required.
A31. It is up to the Contractor to determine when a site security guard is required. See Section 01 57 33 – Site Security for additional information.

Q32. Can you specify exactly what type of air monitoring is required throughout the duration of the project.
A32. Particulate monitoring must be performed using real-time particulate monitors (MiniRam Model MIEPDM-3 or equal) and shall monitor particulate matter in the range of 0-10 microns diameter (PM10) with the performance standards set forth in Section 01 35 29-14 – Contractor’s Health and Safety Plan.

Q33. Please confirm that the contractor is digging to the lines and grades shown on the contract and no “chasing” of waste is required.
A33. Per the contract documents, the Contractor is required to dig to the lines and grades shown. There is the potential that additional excavation may be required. In the event there is evidence of contamination outside of the lines and grades shown on the Contract Drawings, the Engineer shall be notified immediately.
Q34. Will the engineer be working on the site during the winter shutdown period?
A34. The engineer will be performing inspections periodically throughout winter shutdown.

Q35. What type of information will be required to confirm that the contractor is qualified to be awarded the project?
A35. See Section III Article 5 – Required Bid Submittals, Section III Article 10 – Experience and Financial Statements, and Section IV Article 4 Additional Bid Submittals.

Q36. Based on the size and complexity of this difficult and challenging project, would the owner consider reducing the minority goals on the project?
A36. Minority goals may be reduced if the Contractor provides documentation of good faith efforts to meet the goals or can show that opportunities for cost savings or use of a more qualified subcontractor are missed in meeting the minority goals.

Q37. Is DER-10 (Part 375) sampling required for the sand, common fill, and topsoil? If yes, at what frequency?
A37. Yes, see requirements in Section 31 23 23 – Fill for Restoration.

Q38. How many CAMP monitors will be required on site at any given time, and where should they be located?
A38. Particulates shall be continuously monitored at 4 documentation sampling stations at each active work area. Documentation sampling stations are to be selected by the Contractor and included in the Community Protection Plan for approval by the Engineer. Contractor should minimize visible dust in all cases.

Q39. Does the structural assessment of the neighboring buildings and associated structures require a stamped PE report?
A39. Yes, structural assessments are required as part of this work. Please see Section 01 76 00 – Protecting Existing Infrastructure.

Q40. Does the Contractor need to submit interim survey drawings with associated CADD files with every pay application?
A40. Interim survey drawings and CADD files are required with pay applications where survey is used to verify or quantify pay items.

Q41. What services are needed to be maintained during winter shutdown?
A41. The Contractor shall maintain site security, temporary facilities and controls, erosion, sediment, stormwater controls during winter shutdown, and other services as specified in Section 01 14 35 – Winter Shutdown.

Q42. Can the water treatment equipment be demobilized during the winter shutdown and remobilized in the spring?
A42. Water treatment equipment may be demobilized during the winter shutdown and remobilized in the spring as determined by means and methods of the contractor.

Q43. Please define the means of how treated and non-treated water will be measured downstream in
Gulf Creek. Looking for exact frequency and procedures that are acceptable.

A43. Bypassing non-treated water is not required to be measured besides the Gulf Creek Flow Monitoring required in Section 35 60 00 – Temporary Water Diversion and Flood Contingency Planning. Discharges of treated water shall be limited and monitored in accordance with the SPDES Equivalency Permit provided as Attachment 7 to Section IX – Supplementary Conditions. Contractor is to propose monitoring locations with treatment system design. How this is measured specifically shall be determined by the means and methods of the contractor. Water management, which includes dewatering, treatment, and discharge of contaminated liquids, is paid as a lump sum item (LS-5: Water Management).

Q44. What should the contractor plan on doing with Japanese Knotweed and any other potentially invasive species.

A44. Since cleared and grubbed materials are to go within the Containment Cell and the LCLSC, no special handling is required; however, if Giant Hogweed is identified onsite during clearing and grubbing, the Contractor is to confirm identification, take photographs of the plant, and report to NYSDEC by email (ghogweed@dec.ny.gov) or phone 845-256-3111. See https://www.dec.ny.gov/animals/39809.html#Control_Program for more detailed information.

Q45. Does the project have a 5-acre waiver in place to complete the all the project at one time?

A45. There is no 5-acre waiver allowing disturbance of greater than 5 acres at one time in place for this project. Disturbed soil surfaces shall be limited to 4 acres per Section 01 57 13 – Temporary Erosion and Sedimentation Controls. Temporary soil stabilization requirements are outlined in the same specification section.

Q46. Does the Engineer’s trailer have to be tied into local facilities such as electric, sewer and water?

A46. Utility requirements for the Engineer’s Field Office are included in Section 01 52 11 – Engineer’s Field Office Paragraph 2.2.

Q47. Please provide the data used to generate the 2” 24-hour rain event or the 167 CF per second surface event and storm monitoring

A47. Data is included in the Basis of Design Report, Appendix E, Hydraulic Evaluation for Gulf Creek Technical Memorandum in the Limited Site Data Document (not part of the Contract Documents but provided to all bidders). The 167 cfs was obtained from a USGS StreamStats evaluation.

Q48. Is there an issue with clearing and bats and the time of year?

A48. No Northern Long-eared Bats have been observed in the project area according to NYSDEC (https://www.dec.ny.gov/docs/wildlife_pdf/nlebtowns.pdf). See also Section IX – Supplementary Conditions, Attachment 5 – USFWS Threatened and Endangered Species List.

Q49. Is a certified weigh scale required on the site?

A49. Yes.

Q50. Is there any soil information for the soil to be removed from OU2 Area 1 and OU2 Area 2?

A50. Soil information is provided in the Limited Site Data Document and in the Remedial Investigation report provided in a link within the Limited Site Data Document.
Q51. How hard is the bottom for traveling on and working on top of the sediment to be removed from Gulf Creek?
A51. Data related to bedrock and soils from the site are included in the Basis of Design Report included in the Limited Site Data Documents.

Q52. The clearing and grubbing specs on the Old Upper Mountain Rd project state that the chips shall have a dimension of less than ½”. The NYS DEC guidelines for the disposal of EAB infected/ALB Beetle infected wood is less than 1” in any two dimensions. Furthermore, the uninfected land clearing debris states to chip or grind onsite for use as erosion control/bulk ing agent. The ‘less than ½’’ dimension specification is both ambiguous and unrealistic for chippers to achieve. We have attached a link for review …..Storm Debris Management Guidelines - NYS Dept. of Environmental Conservation.
A52. The requirement for acceptable vegetative debris chip size is 1 inch, per Section 31 11 00 – Clearing and Grubbing.

Q53. In your specification for sediment removal, it states for bidding purposes testing is required for “noticeable variations in sediment physical characteristics”. How shall we quantify this over and above the specified PER CY requirement?
A53. Assume the frequency per the CY requirement.

Q54. The specifications mention temporary fence around the work area; can the engineer provide a drawing showing location and details for this proposed work?
A54. Work areas are shown on the Contract Drawings, including Limits of Disturbance and sediment processing areas. Temporary fence should be placed to prevent trespassing and maintain site security while also maintaining adequate space for the work to be conducted.

Q55. Regarding tires which cannot be disposed of in landfills anymore we have generated the following questions
A) Are any tires are estimated to be included within UP-4 and UP-5?
B) Can tires be removed from the site and then shredded or recycled?
C) Will the use of shredded tires blended within the Amended Fill material meet the Containment Cell Acceptance Criteria?
D) Should we assume tires be included in UP-2 for Non Haz Offsite Disposal if we can find someone to accept them?
A55. A) Yes. Tires are included within the OU-2 sediment volume within Area 1 and potentially within Area 2. Excavation, handling, processing (shredding), and placement of these tires into the Containment Cell or LCLSC is paid under UP-4 or UP-5. Only if approved, offsite disposal of materials that cannot be processed for placement into the CC or LCLSC is paid under UP-2 once decontaminated (if necessary) or UP-1 (if decontamination is necessary but not feasible). B) Tires are to be shredded and disposed of in the Containment Cell or Lockport City Landfill Sediment Cell in accordance with Section 31 23 16 – Excavation and Section 31 32 00 – Sediment Processing. Tires can only be disposed offsite upon ENGINEER approval following the procedures identified in Section 31 23 16 – Excavation Paragraph 3.3. C) Shredded tires shall be blended within the amended fill in a manner to ensure the material meet the acceptance criteria. D) Tires shall only be disposed offsite if Contractor demonstrates that the tires cannot be
processed in accordance with Section 31 23 16 – Excavation Paragraph 3.3. Upon ENGINEER approval, tires would then be decontaminated and disposed of offsite under UP-2.

Q56. Has the NYSDEC and the engineer completed an actual treatability study to determine how to best treat the contaminated water generated during the construction of the project? In our eyes and after reviewing all the information provided to the contractor, there is not enough information on existing water to engineer a water treatment system as required for the project. There are too many variables, such as several different sources, multiple sample points, limited information on concentrations, temperature, water chemistry and etc.

A56. Treatability testing procedures and results are discussed in the Basis of Design Report Section 3.3.2. The Basis of Design Report is not part of the Contract Documents but is available to all bidders to use as a starting point for water treatment design.

Q57. The Sediment Removal Plans for OU-2 areas 1 and 2 have grading lines that show Sediment Removal Grades. We assume we are excavating to those grades. However, there is also limited site data showing Sediment Depth reports in these areas. The Excavation spec section 31 23 16 section R and notes on pages 12, 13, and 32 of the plans state to:

- Excavate/dredge OU-2 sediment vertically until meeting any of the following limits:
  - To a maximum depth of 8-feet
  - To a maximum slope of 50% (2H:1V) from the Extent of Sediment Removal as identified in the Contract Drawings
  - To competent bedrock
  - Elevation tolerance: +3 inches/-0 inches (i.e., a maximum of three inches of sediment may be left in place over competent bedrock)
  - Excavation dredging of OU-2 Sediment within the footprint of the Buttress and Groundwater Underdrain shall be completed to the limits identified in items b. and c. of this paragraph (i.e., excavation within the footprint of the Buttress or Containment Cell shall be to Competent Bedrock or a maximum 50% slope from the edge of the Sediment Removal limits).

A57. See Section 31 23 16 – Excavation Paragraph 3.2 Subparagraph S for vertical limits of excavation.

Q58. Will a fulltime security guard be required at both gates on the project? Working and non-working hours?

A58. It is up to the Contractor to determine when and where a security guard is required to maintain site security. The site should be secured at night, and at all times when there is no work occurring.

Q59. Please include more detailed information on the GAC structure and type of GAC material required.

A59. Section 33 05 13 Concrete Structures and detail 52 on Sheet 50 of the Contract Drawings contain details regarding the GAC structure. See Item 3 in Section A above regarding GAC material. To Section 33 05 13 Concrete Structures Part 2.4 add:
I. Granulated Activated Carbon (GAC):
   1. Shall be CENTAUR® 12x40 Catalytic Granular Activated Carbon manufactured by CalgonCarbon® or equivalent approved in writing by the ENGINEER.

   Additionally, the seep/raw water influent pipe labeled on the GAC Vault Detail, Detail 52 on Sheet 50 of the Contract Drawings, shall transition from 6-inch diameter HDPE to 4-inch diameter stainless steel 1-foot from the outside face of the concrete structure. All internal pipe components in the GAC vault shall be 4-inch diameter stainless steel. Per Item 4 of Section A above, a revised Sheet 50 of the Contract Drawings is included in Attachment A.

Q60. Why is the dewatering pad for the LCLSC and the temporary stockpile area for the same area within the footprint of the cell that needs to hold the amended waste?
A60. As indicated on Sheet 30 and 31, stockpiles and dewatering pad is located between the sediment cell footprint and OU-2. The Contractor can propose alternative locations within the limits of disturbance.

Q61. What is the volume of the GAC that will need to be sacrificially removed?
A61. Approximately 10% of the design volume, per item 6 on Contract Drawings Sheet 41 “Sequence”. The sacrificial volume of GAC is to cover the 4-in. diameter stainless steel well screen.

Q62. Please explain the intent of the design per detail 51 on page 50 and how it can be constructed and function per design.
A62. Detail 51 is for the Sediment Cell Stormwater Bench. This bench is intended to capture stormwater flow and convey stormwater from the cap surface to the perimeter let-down channel (Detail 49). A subsoil drain (HDPE Flat Pipe) is placed below the bench to capture flow from the cover soils and convey it to the perimeter let-down channel as well.

Q63. Just want to verify that all thickness measurements as shown and specified are measured on a slope, for example detail 19/15. Please advise.
A63. Confirmed.

Q64. Regarding anchor trenches, it looks like the only cap material geosynthetics that get installed in them is the geocomposite.
A64. No. Per the Supplementary Specifications (Sections 31 05 20 – Geosynthetic Clay Liner and 31 05 21 – Geomembrane Barrier) and Details 23 to 27 for the Containment Cell and Detail 49 for the LCLSC, both the geosynthetic clay liner and geomembrane shall be installed in the anchor trench. For the LCLSC, the gas venting geocomposite shall also be installed through the anchor trench as depicted in Detail 49.

Q65. Will contractors be able to bill for stored geosynthetic materials delivered to the jobsite included in bid item LS-7: Containment Cell Cap and LS-9: Lockport City Landfill Sediment Cell Cap?
A65. Per Section XII – Measurement for Payment of the Contract Documents, the Contractor can bill for percentage of work completed based on an approved bid breakdown and as determined by the ENGINEER.
Q66. In specification 31 23 16, page 3, for OU–1 Fill or OU–2 Sediments, what is the maximum size this material can be to place it in the final disposal area on site? Without screening.

A66. Acceptable Debris has a maximum dimension of 24 inches in any direction (with the exception of tires). Debris with a dimension greater than 24 inches must be processed to meet this definition. Unacceptable Debris must be removed and disposed of offsite regardless of size. Unacceptable Debris includes appliances, automotive parts, vehicle bodies, and other items that may contain hazardous or toxic liquids.

Q67. At the pre bid it was discussed that access to the OU-3 area was through an existing railroad bridge. Can dimensions, restrictions and photos of this bridge be provided?

A67. Approximate dimensions of the viaduct are 12’ tall by 13’ wide. These measurements are approximate, and bidders should not base equipment usage strictly on these estimates. See Section XI – Supplementary Specification, Section 01 76 00 – Protecting Existing Structures and Infrastructure for details regarding inspection, protection, and monitoring of structures within the limits of disturbance. The viaduct is visible on Google Maps StreetView at 5890 Otto Park Place, Lockport, NY. Some photos of the viaduct taken by the ENGINEER are included below.

Looking south from OU-3 towards Otto Park Place through the viaduct.
Q68. In bid spec, VII-4.2.10 “Contractor shall provide and maintain a Railroad Protective Liability (RRPL) Policy in the amounts required by the respective Railroad.
A. Have these amounts been provided?
B. To get quotation for the policy, insurance agents request the following information only available to the railroad representative:
   * Limits of policy (occurrence and aggregate/endorsements required/indemnifications
   * Railroad employees working on job (will this be required)
   * Number of trains per day
   * High-valued railroad property in proximity to work
   * Passenger/freight/mix?
   * Trains per day/speed
   * Slow down order in effect?

Please provide the above information; or if we are permitted to contact the railroad representative directly for this information, please provide their contact information.

A68. ENGINEER assumes this question is in reference to Section VIII Part 4.2.10 (not Section VII).
Section IX – Supplementary Conditions, Attachment 1 – List of Property Owners and Access Agreements includes the access agreement in place with the Somerset Railroad Corporation. Section 8 – Insurance Requirements outlines the required policies and applicable limits.

Per Item 5 in Section A above, an example CSX Temporary Right of Entry Agreement and associated Contractor Acceptance Form is being added to Section IX – Supplementary Conditions as Attachment 12. This form documents the insurance requirements for CSX.
Transportation Inc. based on the work to be performed within 50-feet of the centerline of the rail, and use of the rail underpass to access OU-3.

Q69. Detail 21, sheet 45, note 2 and detail 47, Sheet 50, Note 2. Is the intent to screen material to meet the 2” spec? If so, how much would need to be screened (i.e., Last lift, 6”, 12”, 24”, something else)?

A69. For the Containment Cell, the Sand Gas Venting Layer shall meet the requirements of Section 31 23 25 – Sand Gas Venting Layer which requires material be substantially free of particles over ½ inch in diameter and the Barrier Protection Layer material shall meet the requirements of Section 31 23 26 – Barrier Protection Layer which requires material be substantially free of particles over 2 inch in diameter. Material below the Gas Venting Layer shall be prepared in accordance with Section 31 23 25 Paragraph 3.3 which only requires that the surface be relatively smooth, firm, and free from obstructions or voids. Screening of amended fill below the Gas Venting Layer is not required, however placement of large Acceptable Debris (up to a maximum dimension of 24 inches in any direction) cannot be placed within 5 vertical feet of the Gas Venting Layer (See Section 31 32 00 – Sediment Processing Paragraph 3.4).

Q70. Detail 21, sheet 45, note 2. Is the “subsoil” referring to the material in the detail labeled “amended fill or subgrade” or is it referring to the sand gas venting layer as this is the layer in contact with the geosynthetics?

A70. See response above.

Q71. Will there be an interested subcontractor list provided or a plan holder list?

A71. The pre-bid conference sign-in sheet includes all those who are eligible to bid. Please see Attachment D to Addendum No. 1 to Contract D012107.

This ADDENDUM No. 2 becomes part of the June 2022 Old Upper Mountain Road Site Contract Documents D012107.
ATTACHMENTS TO ADDENDUM NO. 2

OLD UPPER MOUNTAIN ROAD SITE
CONTRACT No. D012107

1. Attachment A  Revised Contract Drawing Sheets 45 – Details III and 50 – Details VIII

2. Attachment B  CSX Transportation Inc. Example Right of Entry Agreement and Associated Contractor Acceptance Form
ATTACHMENT A
ADDENDUM No. 2 OLD UPPER MOUNTAIN ROAD SITE
CONTRACT No. D012107

Revised Contract Drawing Sheets 45 – Details III and 50 – Details VIII
ATTACHMENT B

ADDENDUM No. 2 OLD UPPER MOUNTAIN ROAD SITE
CONTRACT No. D012107

CSX Transportation Inc. Example Right of Entry Agreement and
Associated Contractor Acceptance Form
CSX TRANSPORTATION, INC.
TEMPORARY RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, Made and effective as of MONTH DAY, YEAR, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSXT," and NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, a municipal corporation, political subdivision or state agency, under the laws of the State of New York, whose mailing address is 625 Broadway, Albany, New York 12233, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee has submitted a written request/application to CSXT requesting permission to enter CSXT's property located at or near Lockport, Niagara County, New York, Albany Division, Lockport Subdivision, Milepost QDL-58.65, N430952 Latitude W784329 Longitude, hereinafter called ("Property,") for the purpose of [PROJECT PURPOSE], as shown on Exhibit "A", attached hereto and made a part hereof (the "Project"); and

WHEREAS, CSXT is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, CSXT hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. PROJECT: The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSXT's Regional Engineer or his or her duly authorized representative ("Regional Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSXT. Prior to entry, Licensee shall notify the Regional Engineer's representative and arrange for flagging protection in accordance with Sections 5 and 7 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.

2. INDEMNITY AND HOLD HARMLESS:

Subject to the availability of lawful appropriations, and as provided by New York State’s Court Of Claims Act and Section 17 of the New York State Public Officers Law, NYSDEC hereby agrees to indemnify and hold harmless the CSXT for any and all causes of action in law or equity, arising directly from NYSDEC, its employees, agents, consultants, contractors and subcontractors, use and access of the Property.
The duty to indemnify and hold harmless shall be conditioned upon delivery to the Attorney General by CSXT of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days of receipt.

The NYSDEC, for and on behalf of its employees, agents, consultants, contractors and subcontractors, hereby releases CSXT from any liability directly arising from the use and access of the Property by its employees, agents, consultants, contractors and subcontractors.

3. **GENERAL LIABILITY INSURANCE:**

3.1 See Contractor Acceptance Form

4. **RAILROAD PROTECTIVE LIABILITY INSURANCE:**

See Contractor Acceptance Form

5. **PRIOR NOTIFICATION:** Licensee or Licensee's Agents shall notify CSXT at least 30 days prior to requiring entry on the Property and shall abide by the instructions of the Regional Engineer, or his or her authorized representative. Licensee shall complete and submit CSXT's Outside Party Number Request Form (Form # OP) by facsimile to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from CSXT's web site, via web link:

http://www.csx.com/share/wwwcsx_mura/assets/File/Customer/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf

6. **CLEARANCES:** Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Regional Engineer. The Regional Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSXT's track(s) only at a public crossing unless prior arrangements have been made with the Regional Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to CSXT's property and signal and communication facilities during their performance of the Project.

7. **PROTECTIVE SERVICES:** If protective services, such as flagging protection, are required by CSXT, Licensee shall make arrangements with the Regional Engineer to furnish such personnel, flagman or watchman, that in the Regional Engineer's opinion may be necessary to protect the facilities and traffic of CSXT during the performance of the Project. Licensee shall give notice to Licensor by completing and submitting Licensor’s Outside Party Number Request Form (Form # OP) by logging on to:


If you are new to the portal, please click the link to sign up.
8. **PAYMENT FOR PROTECTIVE SERVICES:** Payment shall be made by Licensee in accordance with the following designated option:

( ) **Option 1:** Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSXT. The cost for CSXT's services shall then be assessed by CSXT against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If CSXT's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSXT within thirty (30) days of receipt of either a request for additional funds or an invoice.

( X ) **Option 2:** Licensee shall promptly reimburse CSXT for the cost of protective or other services on an as-incurred basis, including all applicable surcharges, upon receipt of bill(s) therefore.

9. **ENVIRONMENTAL:** This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSXT property to identify chemical composition or environmental condition. If any type of environmental investigation is desired, a separate right of entry agreement issued through CSXT's Environmental Department must be secured.

10. **CLAIMS:** Licensee shall, or shall require Agents, to promptly notify the Regional Engineer of any loss, damage, injury or death arising out of or in connection with the Project.

11. **REMEDIATION:** It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Regional Engineer or his or her duly authorized representative.

12. **SAFETY:**

12.1 All personnel entering the Property must comply with CSXT safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

12.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location.
contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" -"Call Before You Dig" requirements.

13. **TERM:** This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, MONTH DAY, YEAR, whichever occurs first, unless extended in writing by CSXT. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSXT shall be entitled to recover costs and expenses incurred by CSXT, including legal fees and expenses, to enforce the terms of this Agreement.

14. **SEVERABILITY:** The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

15. **ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.

16. **NOTICES:** All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other addresses as either party may designate by delivery of prior notice to the other party.

17. **TERMINATION:** CSXT shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.

18. **WAIVER:** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

19. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed under the laws of the State of New York, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Albany County, New York, and the parties agree to
submit to the personal jurisdiction of any state or federal court located in Albany County, New York.

20. **NO ASSIGNMENT:** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold CSXT harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSXT, which consent may be granted or withheld at CSXT's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.
CONTRACTOR ACCEPTANCE

This Rider is and shall be a part of Agreement CSX######, and is incorporated therein.

To and for the benefit of CSX Transportation, Inc., (“Railroad”) and to induce Railroad to permit Contractor on or about the Railroad’s property for the purposes of performing work in accordance with the agreement dated X X, XXXX between New York State Department of Environmental Conservation and Railroad, (the “Agreement”), Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, and the Contractor Indemnity and Insurance Requirements listed below.

CONTRACTOR INDEMNITY AND INSURANCE REQUIREMENTS:

Railroad requires that the following insurance coverage be provided prior to any entry and/or work within Railroad’s property and maintained by the Contractor until completion of the work. Railroad or its designee, may at any time request evidence of insurance purchased by Contractor to comply with the Agreement. Securing such insurance shall not limit Contractor’s liability under the Agreement but shall be a security therefor.

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), which must contain a waiver of subrogation against Railroad and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), naming Railroad, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under the Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Railroad, or its designee, prior to cancellation or modification of any policy. If Contractor’s existing CGL policy(ies) do(es) not automatically cover Contractor’s contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Contractor shall arrange for adequate time for reporting losses. Failure to do so shall be at Contractor’s sole risk;

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Railroad may reasonably require.

Utility may require its Contractor performing the work cover its requirement for Railroad Protective Liability (“RPL”) Insurance coverage. In the event Contractor will be responsible for procuring and maintaining RPL the following shall apply:

Contractor shall procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO
CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

At Railroad’s option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Contractor may pay Railroad, at Railroad’s current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Railroad’s Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Railroad’s discretion and may not be available under all circumstances.

[SUCCESSFUL BIDDER]

By: _____________________________
Name: _____________________________
Title: _____________________________
Date: _____________________________
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the effective date of this Agreement.

Witness for CSXT: CSX TRANSPORTATION, INC.

______________________________________________  By:______________________________________________

Print/Type Name:______________________________________________

Print/Type Title: Senior Manager of Environmental & Property Management

Witness for Licensee: NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

______________________________________________  By:______________________________________________

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:______________________________________________

Print/Type Title:______________________________________________