



Answers to RPF Questions about

Biofilter DESIGN AND CONSTRUCTION Services for

Mid-Hudson Landfill Gas Biofilters Project

Submitted via email to: rfp@hudsonvalleyrc.org
by 5:00 PM (EST), August 10, 2026

Hudson Valley Regional Council
105 Ann Street #2
Newburgh, NY 12550
845-564-4075
<https://hudsonvalleyregionalcouncil.org/>

No further queries will be accepted or considered after August 10, 2026.

I. What is the overall budget for this project? Do you have Union Requirements?

The **total EPA grant award for the Mid-Hudson Landfill Gas Biofilters Project is \$3,059,400**. Biofilter design and construction constitute a substantial component of the project; however, respondents should understand that the **funding available for this contract is materially less than the total grant award**. In addition to biofilter design and construction, the overall grant supports project administration, HVRC-led landfill-gas monitoring, QA/QC and technical support, pollinator plantings, solar-feasibility activities, municipal coordination, regulatory compliance, reporting, and public outreach. Accordingly, respondents should submit a detailed, reasonable, and competitive cost proposal based on the complete RFP scope.

There is no project specific union-labor requirement. However, the selected contractor must comply with all applicable federal labor requirements, including Davis-Bacon and Related Acts prevailing-wage requirements, where applicable.

II. We reviewed the recent RFP posted for "MidHudson Landfill Gas Biofilters " and have a quick question. If known, what is the expected start date for construction?

Contract negotiation and execution are anticipated to occur from **October 1–15, 2026**, followed immediately by project initiation, site evaluation, design development, regulatory coordination, procurement, and fabrication activities.

The selected respondent is expected to use approximately **three months following contract execution** for design development and preparation of construction drawings, with design activities extending from **mid-October 2026 through approximately mid-January 2027**. Procurement, Build America, Buy America (BABA) compliance review, material and media evaluation, supplier coordination, and off-site fabrication should proceed concurrently with design, where practicable, to maintain the project schedule.

Physical construction is anticipated to begin in **February 2027** with deployment of the pilot biofilter system. Pilot construction and startup are anticipated during **February–March 2027**, followed by commissioning, operational adjustment, and initial performance verification from **March through May 2027**. This period is intended to allow sufficient time to evaluate initial biofilter performance and make reasonable adjustments to operating conditions, media configuration, moisture management, airflow, and other design or operational parameters before broader deployment. Following satisfactory pilot performance and incorporation of applicable lessons learned, deployment of the remaining biofilter systems is anticipated to proceed on a **rolling basis from May through August 2027**. Procurement and fabrication for the remaining systems may proceed concurrently with the pilot phase, where practicable, to avoid unnecessary schedule delays. The project will target completion of planned biofilter deployment by **August 31, 2027**.

Anticipated Schedule for Design and Construction of Biofilters

Phase	Anticipated Timing	Key Activities
Contract Negotiation and Execution	October 1–15, 2026	Contract finalization and execution
Project Initiation and Site Evaluation	Mid-October–November 2026	Kickoff, site verification, site-specific evaluation, access coordination, and confirmation of field conditions
Design Development and Construction Drawings	Mid-October 2026–January 2027	Basis of design, progressive design review, site-specific design, and final construction drawings
Regulatory and Municipal Coordination	Mid-October 2026–January 2027	NYSDEC, municipal, site-access, permitting, and other required coordination
Procurement and Fabrication	November 2026–February 2027	BABA compliance review, material/media evaluation, supplier coordination, procurement, and off-site fabrication
Pilot Construction and Startup	February–March 2027	Pilot biofilter construction, installation, system startup, leak checks, airflow verification, and initial operational setup
Pilot Commissioning, Adjustment, and Initial Performance Verification	March–May 2027	Performance monitoring, operational adjustments, media/moisture evaluation, airflow adjustments, QA/QC, and confirmation of design assumptions
Incorporation of Pilot Findings	April–May 2027	Review pilot results and incorporate applicable design or operational refinements into remaining systems
Deployment of Remaining Systems	May–August 2027	Rolling construction and installation at remaining approved and construction-ready sites
Rolling Commissioning and QA/QC	May–August 2027	Startup, commissioning, performance checks, adjustments, punch-list work, and corrective actions for installed systems
Target for Full Deployment	By August 31, 2027	Completion of planned biofilter deployment at all selected sites
Post-Deployment Performance Monitoring and Optimization	September 2027–October 2029	Continued performance evaluation, operational adjustments, corrective actions, maintenance, and optimization based on monitoring results
Quarterly Monitoring and Maintenance	September 2027–October 2029	Quarterly monitoring of installed systems, performance documentation, maintenance, troubleshooting, and recommendations for corrective or optimization measures

These dates are anticipated and may be refined with the selected respondent based on final design, regulatory approvals, site conditions, procurement and fabrication lead times, BABA compliance requirements, municipal coordination, site access, **seasonal and adverse weather conditions, including precipitation, frozen or saturated ground conditions, and weather-related access limitations**, pilot performance, and the approved project schedule.

III. Should proposals include price escalation through October 2029 for labor, fuel, freight, and prevailing-wage changes?

Yes. The respondent's proposal shall include all costs necessary to complete the authorized work through **October 2029**, including reasonably anticipated escalation in labor, prevailing wages, materials, equipment, fuel, freight, insurance, subcontractor costs, regulatory compliance, reporting, recordkeeping, and project administration.

Unless otherwise expressly authorized in the final contract, proposed prices, hourly rates, markups, and unit prices shall remain firm for the contract term.

The selected respondent will be responsible for ordinary inflation, market fluctuations, labor availability, supplier pricing changes, and reasonably foreseeable changes in prevailing-wage rates.

No automatic price escalation will be permitted. HVRC may consider an adjustment only for an extraordinary and demonstrably unforeseeable condition that is outside the respondent's control, adequately documented, allowable under applicable grant requirements, and approved by HVRC in writing **before the affected costs are incurred**.

HVRC is not obligated to approve any requested price adjustment.

IV. Will additional site visits, reinspections, weather-related visits, contractor-caused delays, or municipality-requested visits be compensated using approved hourly rates?

The base proposal shall include all site visits, mobilizations, reinspections, coordination meetings, monitoring visits, construction observations, commissioning visits, corrective-action visits, and closeout visits that a qualified and experienced respondent should reasonably anticipate as necessary to complete the scope of work.

Additional compensation will not be provided for visits resulting from:

- Deficient, incomplete, or nonconforming work;
- Contractor-caused delays or scheduling conflicts;
- Inadequate coordination of personnel, subcontractors, municipalities, or suppliers;
- Inadequate planning or unnecessary remobilization;

- Ordinary weather conditions are reasonably expected in the Hudson Valley;
- Respondent errors or omissions; or
- Work necessary to comply with the approved design, specifications, permits, warranties, or regulatory requirements.

Additional visits may be compensated only when HVRC directs materially out-of-scope work in writing. Documented weather-related delays may support a schedule extension but will not automatically entitle the respondent to additional compensation.

V. Will costs resulting from previously unidentified subsurface conditions, landfill-cover restrictions, access limitations, utilities, regulatory requirements, or design changes qualify for an equitable adjustment?

There is **no blanket entitlement to an equitable adjustment.**

Respondents are responsible for conducting appropriate due diligence, reviewing available site information, identifying data gaps, inspecting accessible conditions, coordinating with HVRC, and incorporating reasonably foreseeable landfill, access, utility, cover-system, weather, and regulatory risks into their proposals.

HVRC may consider an adjustment where a condition:

- Materially differs from information provided by HVRC;
- Was not reasonably observable or discoverable through appropriate professional due diligence;
- Could not reasonably have been anticipated by an experienced landfill design and construction professional;
- Was not caused or aggravated by the respondent or its subcontractors;
- Directly and materially affects the authorized scope; and
- Is reported promptly to HVRC before additional costs are incurred.

Any request must include appropriate technical and cost documentation, including photographs, field records, schedule impacts, cost information, alternatives considered, and proposed mitigation measures.

No adjustment will be effective unless approved by HVRC in writing. HVRC may reject the request, direct an alternative approach, modify the affected scope, suspend the affected work, or otherwise address the condition through the contract.

VI. How should the recommended contingency be handled?

Any proposed contingency shall be **separately identified as an HVRC-controlled, not-to-exceed allowance**.

Contingency funds are not part of the respondent's earned compensation and are not guaranteed to be expended.

The respondent may not use contingency funds for:

- Routine invoices;
- Estimating errors or omissions;
- Ordinary inflation;
- Reasonably foreseeable conditions;
- Correction of defective or nonconforming work; or
- Unapproved commitments to subcontractors or suppliers.

Any request to use contingency must include written justification, supporting documentation, a detailed cost breakdown, schedule impacts, alternatives considered, and confirmation that the proposed expenditure is allowable under applicable grant requirements.

Only HVRC may authorize use of contingency funds.

Unused contingency will remain under HVRC's control and will not be payable to the respondent. HVRC may retain or reallocate unused funds for other eligible project purposes.

VII. Does the requirement to “support HVRC with appropriate removal, relocation, or site restoration activities” require the respondent to physically perform this work or only provide engineering, planning, and oversight?

The selected respondent shall provide the engineering, planning, evaluation, coordination, technical assistance, regulatory support, oversight, and documentation necessary for potential removal, relocation, disposal, and site restoration at the end of the project for those individual landfill sites where the participating municipality elects not to retain the installed biofilter system.

The respondent must also maintain the capability to physically perform or subcontract such work when authorized by HVRC under the final contract. Removal, relocation, disposal, and site restoration are not automatic project-closeout requirements and will not be required for all installed biofilters. These services will be required only at sites where the applicable participating municipality elects not to retain its biofilter. Where removal is required, relocation may be directed by HVRC where appropriate but is not automatically required.

No physical removal, relocation, transportation, disposal, dismantling, reinstallation, or site-restoration work shall proceed without prior written authorization from HVRC.

This requirement is separate from the respondent's responsibility to correct defective design, construction, materials, installation, or warranty-related deficiencies at its own expense when such responsibility is established under the final contract.

VIII. Should removal, relocation, disposal, and restoration costs be included in the base proposal, carried as an allowance, or submitted as optional unit-price work?

The base proposal shall include the **professional services** necessary to evaluate and plan potential removal, relocation, reuse, disposal, and restoration activities. Respondents shall also provide a **schedule of rates, unit prices, or other clearly identified pricing** for potential physical removal, relocation, disposal, and restoration work.

These prices are requested so that HVRC can establish the anticipated cost of such services **if one or more participating municipalities elect not to retain their installed biofilter systems at the end of the project**. Selected Respondent should **not assume that removal or relocation will be required at every project site**.

Pricing shall include, as applicable:

- Labor classifications and hourly rates;
- Equipment and operator rates;
- Mobilization and demobilization;
- Biofilter media removal and handling;
- Piping, vent connection, and structural disassembly;
- Transportation;
- Disposal, recycling, or reuse;
- Relocation or reinstallation, if directed by HVRC;
- Other reasonably foreseeable costs associated with authorized removal and restoration.

Respondents shall clearly identify all assumptions and exclusions associated with the proposed rates or unit prices. Submission of these prices does not guarantee that removal, relocation, or restoration work will be authorized. Such work shall be performed only for applicable sites and only following **prior written authorization from HVRC**.

IX. Who will be responsible for removal and restoration costs if a municipality voluntarily elects not to retain an otherwise acceptable system? What conditions may trigger removal, relocation, or restoration of a biofilter system?

Cost responsibility will depend on the cause of the removal or restoration. The selected respondent shall provide or subcontract all authorized removal, disposal, relocation, and site-restoration services, as applicable. If HVRC directs such work solely because a municipality elects not to retain an otherwise acceptable biofilter, HVRC will compensate the respondent using the applicable rates, unit prices, or other pricing established in the final contract.

The selected respondent shall remain responsible, at its own expense, for all removal, disposal, relocation, replacement, corrective work, and site-restoration costs arising from:

- Defective or incomplete design;
- Defective or underperforming materials or workmanship;
- Failure to achieve contractual or warranted performance requirements;
- Failure to comply with approved plans or specifications;
- Failure to comply with applicable laws, permits, grant conditions, or regulatory requirements;
- Negligence or property damage;
- Breach of contract or warranty; or
- Failure to correct identified deficiencies.

No removal, relocation, disposal, replacement, corrective, or site-restoration work may proceed without prior written authorization from HVRC. HVRC assumes no responsibility for unauthorized costs.

X. If removal is required because a system fails to meet performance targets, will the removal be treated as warranty work or separately compensated work?

The methane-oxidation efficiency identified in the RFP is a design target under suitable loading and environmental conditions and is not an unconditional guarantee for every individual monitoring event.

However, this does not excuse defective design, unsuitable material selection, inadequate construction, improper sizing, deficient installation, inadequate commissioning, or failure to perform required optimization and maintenance. When a system fails to meet an applicable performance requirement, the selected respondent shall investigate and document the cause and implement corrective measures required under the contract or warranty.

Corrective actions may include:

- Additional testing;
- Design modifications;
- Flow balancing;
- Moisture adjustment;
- Media amendment or replacement;
- Repair or replacement of components;
- Recommissioning;
- Extended monitoring; and
- Removal and restoration where correction is not feasible.

If the failure is attributable to the respondent's design, materials, workmanship, installation, negligence, or breach of warranty, the associated investigation, correction, removal, disposal, and restoration costs shall be borne by the respondent.

Separately compensated work may be considered only where the respondent demonstrates that the failure resulted exclusively from materially changed conditions outside its control and outside its contractual and warranty obligations.

HVRC's prior written approval is required before any separately compensable work begins.

XI. Who will determine that removal and site restoration are complete, and what documentation, testing, or regulatory approvals will be required?

HVRC will have final contractual authority to determine whether removal, relocation, disposal, or restoration work is complete and acceptable.

HVRC may consult with the participating municipality, landfill owner, NYSDEC, EPA, or other appropriate authorities as necessary.

Depending on the work performed, the respondent may be required to provide:

- Pre-work and post-work photographs;
- Approved work plans;
- Health and safety documentation;
- Removal and decommissioning records;
- Component inventories;
- Transportation records;
- Waste manifests;
- Disposal and recycling receipts;
- Documentation of reused or relocated materials;
- Testing and inspection records;

- Confirmation that landfill-gas venting remains functional and safe;
- Confirmation that landfill cover, drainage, utilities, vegetation, and access areas have been appropriately restored;
- Documentation of cover-system disturbance and repair;
- Updated drawings and site-condition records;
- Required municipal or regulatory approvals;
- Applicable warranty documentation; and
- Final certification by the responsible professional, where required.

HVRC may require additional inspections, testing, documentation, or corrective work before final acceptance. **Payment for work itself does not constitute final acceptance or waive applicable warranty obligations or responsibility for latent defects or noncompliance.**

XII. Section III specifies a 10-year design life, while the performance standards specify a 15-year minimum design life and a 10-year warranty. Which requirement governs?

The **minimum required biofilter design life is 15 years**. Accordingly, each biofilter shall be **designed and constructed for a minimum service/design life of 15 years** under the anticipated site and operating conditions.

The **minimum warranty period is 10 years**.

Respondents shall provide detailed warranty terms for the proposed and constructed biofilter systems, including coverage and any proposed exclusions related to:

- Design;
- Materials;
- Structural components;
- Piping and connections;
- Drainage and condensate controls; and
- Removal or restoration obligations arising from covered defects or warranty failures.

All warranty exclusions shall be clearly and specifically identified in the proposal.

The 15-year design-life requirement applies to the **overall biofilter system**. Individual consumable or replaceable components, including biofilter media, may require routine maintenance, amendment, or scheduled replacement during that period. For clarity:

- **Minimum biofilter design life: 15 years**
- **Minimum constructed biofilter system service/design life: 15 years**
- **Minimum warranty period: 10 years**