

workplan.hw.130043.2008-06-06.D004446-06-DBCE.pdf

New York State
Department of Environmental Conservation
Division of Environmental Remediation

Subcontract Certification

On behalf of the Contractor named below, I hereby certify that the subcontract named below was procured in accordance with the terms of the prime contract and all applicable requirements of the State of New York. I also hereby certify that the executed subcontract includes all appropriate language and all required documents were completed appropriately and were acceptable. Specifically, I hereby certify the following:

1. The Contractor has determined that the subcontractor is qualified. A statement of qualifications for the subcontractor is maintained. It does include a statement of compliance with all licenses, certifications and permits, if applicable. (Note: For laboratories, this can be determined at: <http://www.wadsworth.org/labservices.htm>).
2. The Contractor has determined the costs are reasonable. A procurement record supporting the determination is maintained.
3. The Contractor performed a Conflict of Interest (COI) check, if applicable, and documented it in writing. (Refer to Appendix B, clause III (e) for applicability. (Note that for standby subcontractors, the COI certification must be submitted to the project manager upon activation.)
4. For subcontracts in excess (or anticipated to be) of \$10,000 the subcontractor submitted an acceptable New York State Uniform Contracting Questionnaire. For subconsultants in excess (or anticipated to be) of \$10,000 the subconsultant submitted an acceptable New York State Vendor Responsibility Questionnaire. (Information related to vendor responsibility can be found at <http://www.osc.state.ny.us/agencies/qbull/q221.htm>).
5. The subcontract includes pass down requirements from Appendix B of the prime contract related to Minority and Women Business Enterprises/WBE and Conflict of Interest (COI).
6. The Subcontract includes the termination clause required in the prime contract.
7. ~~The subcontract does not include "pay if paid" type clauses which are unenforceable in New York State.~~
8. Insurance carriers associated with the subcontract are licensed to do business in New York State. The State of New York and the Department of Environmental Conservation are named as additional insurers on the policies. Insurance limits meet prime contract requirements. (Note that licensed insurance can be determined at: <http://www.ins.state.ny.us> and Best's Rating can be determined at <http://www.ambest.com>). Pollution liability insurance (for example, drilling subcontractors) and professional liability insurance (for example, subcontracts for professional services and laboratories) is included as appropriate.
9. Documentation supporting this certification is maintained and will be provided within 10 days of any request.

Howard M. Klalk 6/6/09
Signature of Contractor's Authorized Representative Date
Ducka and Bartolucci Consulting Engineers DOO 4446-6
Contractor Name Contract No. WA No.
Brookside Environmental Inc.
Subcontractor Name

3/2/07

New York State
Department of Environmental Conservation
Division of Environmental Remediation

Subcontract Certification

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3. The Contractor performed a Conflict of Interest (COI) check, if applicable, and documented it in writing. (Refer to Appendix B, clause III (e) for applicability. (Note that for standby subcontractors, the COI certification must be submitted to the project manager upon activation.)
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8. Insurance carriers associated with the subcontract are licensed to do business in New York State. The State of New York and the Department of Environmental Conservation are named as additional insurers on the policies. Insurance limits meet prime contract requirements. (Note that licensed insurance can be determined at: <http://www.ins.state.ny.us> and Best's Rating can be determined at <http://www.ambest.com>). Pollution liability insurance (for example, drilling subcontractors) and professional liability insurance (for example, subcontracts for professional services and laboratories) is included as appropriate.
9. Documentation supporting this certification is maintained and will be provided within 10 days of any request.

Thomas M. Walk 6/6/08
Signature of Contractor's Authorized Representative Date
Duck and Barbucci Consulting Engineers DO0446-6
Contractor Name Contract No. WA No.
Mitken Corporation
Subcontractor Name

3/2/07

New York State
Department of Environmental Conservation
Division of Environmental Remediation

Subcontract Certification

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2. The Contractor has determined the costs are reasonable. A procurement record supporting the determination is maintained.
3. The Contractor performed a Conflict of Interest (COI) check, if applicable, and documented it in writing. (Refer to Appendix B, clause III (e) for applicability. (Note that for standby subcontractors, the COI certification must be submitted to the project manager upon activation.)
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7. ~~The subcontract does not include "pay if paid" type clauses which are unenforceable in New York State.~~
8. Insurance carriers associated with the subcontract are licensed to do business in New York State. The State of New York and the Department of Environmental Conservation are named as additional insurers on the policies. Insurance limits meet prime contract requirements. (Note that licensed insurance can be determined at: <http://www.ins.state.ny.us> and Best's Rating can be determined at <http://www.ambest.com>). Pollution liability insurance (for example, drilling subcontractors) and professional liability insurance (for example, subcontracts for professional services and laboratories) is included as appropriate.
9. Documentation supporting this certification is maintained and will be provided within 10 days of any request.

Howard M. Walk 6/6/08
Signature of Contractor's Authorized Representative Date
Ducka and Barducci Consulting Engineers P004446-6
Contractor Name Contract No. WA No.
Emilcott Associates, Inc.
Subcontractor Name

3/2/07

New York State
Department of Environmental Conservation
Division of Environmental Remediation

Subcontract Certification

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2. The Contractor has determined the costs are reasonable. A procurement record supporting the determination is maintained.
3. The Contractor performed a Conflict of Interest (COI) check, if applicable, and documented it in writing. (Refer to Appendix B, clause III (e) for applicability. (Note that for standby subcontractors, the COI certification must be submitted to the project manager upon activation.)
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6. The Subcontract includes the termination clause required in the prime contract.
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8. Insurance carriers associated with the subcontract are licensed to do business in New York State. The State of New York and the Department of Environmental Conservation are named as additional insurers on the policies. Insurance limits meet prime contract requirements. (Note that licensed insurance can be determined at: <http://www.ins.state.ny.us> and Best's Rating can be determined at <http://www.ambest.com>). Pollution liability insurance (for example, drilling subcontractors) and professional liability insurance (for example, subcontracts for professional services and laboratories) is included as appropriate.
9. Documentation supporting this certification is maintained and will be provided within 10 days of any request.

J. M. Walker 6/6/08
Signature of Contractor's Authorized Representative Date
Ducks and Baciocchi Consulting Engineers D004446-6
Contractor Name Contract No. WA No.
Della Well and Pump Company, Inc.
Subcontractor Name

3/2/07

need to review
response

From: Ralph Burger
To: Bobersky, Guy
Subject: Re: NCIA OU-3 WP

I need two copies. The number the PM needs varies with the project. Therefore, the PM should request the copies from the consultant so we don't waste money requesting copies that no one needs. Of the 2 copies I get, one we keep in the contract section and the other goes back to the consultant with the NTP letter. We can always request more if needed in the future plus we have the electronic copy. I will look at it tomorrow morning.

>>> Guy Bobersky 7/10/2007 3:01 PM >>>
Ralph,

It is unclear who is requesting the wp copies.

If you are okay with the response, and we are supposed to request copies, please let me know when you are okay with the wp and how many copies you need.

If you are requesting the copies, we will need four copies for this office.

Please let me know who will be requesting the copies. Thanks.

>>> Ralph Burger 7/10/2007 2:09 PM >>>

I'll try to get to it soon so you don't have to delay your vacation. The NTP goes out under Dale's signature after several other approvals that I have to route it through. If D&B addressed my comments, they should send in 2 hard copies for my use. You should request any additional copies you might need, ie. your use, regional office, health department, etc.

>>> Joseph Jones 7/10/2007 1:36 PM >>>

As you know, D&B has replied to your comments on the NCIA OU-3 WP. As before, the technical aspects of the WP are approvable. Please have a look at their responses and let me know if they are adequate. I will be leaving on Vacation from July 17 to August 2, and would like to send out the NTP this week if it is possible.

CC: Jones, Joseph

From: <FDeVita@db-eng.com>
To: <jgjones@gw.dec.state.ny.us>
Date: 7/5/2007 2:40:08 PM
Subject: RE: FW: New Cassel Industrial Area Operable Unit No. 3 - Final Dr aft Remedial Design Work Plan (D&B Job No. 2564)

Joe -

Attached are responses to comments provided by Ralph Burger on the Final Draft Remedial Design Work Plan for the New Cassel Industrial Area Site:

Comment No. 1 - What are examples of "miscellaneous supplies" for the \$1,250 shown on 2.11(d)5. Add a footnote to the schedule with examples of supply items.

Response to Comment No. 1 - The "miscellaneous supplies" include items primarily required during the 30-week pre-design investigation program. Examples of such items include, but are not necessarily limited to, bailers, rope, ice, sample packing materials, scoops, garbage bags, ziplock bags, electrical tape, plastic sheeting, polypropylene cord, batteries, etc. As requested, the attached 2.11 forms (Adobe Acrobat File Name, Schedule 2.11s - Revision 1) have been revised to include examples of the miscellaneous supplies for the \$1,250 shown on 2.11(d)5.

Comment No. 2 - Emilcott Associates was budgeted in D&B WA 3600-25 for a lump sum health and safety plan for \$1,500 in 2003 on NCIA. In the current work assignment it is proposed as a cost plus fixed fee subcontractor for \$3,998. Is the work necessary and isn't it simply an update of the old work done previously? Since the indirect cost rate is proposed at 132%, the subconsultant will have to submit an audit of its indirect cost rate and resumes of the proposed staff.

Response to Comment No. 2 - The budget for Emilcott Associates originally provided for the development of a Site Specific Health and Safety Plan (SSHASP). However, upon review of the HASP previously prepared under WA 3600-25, development of a SSHASP is not necessary at this time. As such, the budget for Emilcott Associates provided in the attached schedule 2.11 forms (Adobe Acrobat File Name, Schedule 2.11s - Revision 1) has been modified to include effort for updating/modifying the existing SSHASP, in lieu of preparing a SSHASP, as well as, reviewing the Health and Safety Plan prepared and submitted by the low-bid Remedial Construction Contractor as part of their 5-day submittal requirements. With regard to the subconsultant's indirect cost rate, an audit of the subconsultants indirect cost rate (Adobe Acrobat File Name, Emilcott 2006 Financial Records) and resumes of the proposed staff (Adobe Acrobat File Name, Emilcott Resumes) are attached for your reference.

Comment No. 3 - Delta Well and Pump is proposed for drilling services for \$327,730. If no other quotes were received how does D&B know the costs are reasonable? Was an engineers estimate made prior to requesting quotes? If not, D&B will have to solicit additional quotes to justify cost reasonableness.

Response to Comment No. 3 - As discussed with Joe Jones, D&B contacted four stand-by drilling firms under our current contract with the NYSDEC in order to obtain project specific pricing to complete the drilling work associated

ok audit resumes

at my estimate

with the New Cassel work assignment. While all four firms could complete a majority of the work, due to the depth and type of borings to be completed, only Delta Well and Pump Company replied that they had the capability to complete all of the work. In response to your comment, D&B has completed an engineers estimate to complete the work which is based mainly upon the unit prices in D&B's stand-by contracts with the other three drilling firms (excluding Delta). For items which could not be completed by the other three drilling firms, D&B used price quotations from other firms or RS Means cost estimating factors. As shown by the attached table, the engineers estimate prepared by D&B is slightly greater than the quote provided by Delta. Attached is a copy of the cost analysis (Adobe Acrobat File Name, Drilling Cost Analysis), which is intended to demonstrate cost reasonableness for Delta Well and Pump Company's quote.

Comment No. 4 - If the surveying services are too unknown at this time to get quotes, the cost will have to be addressed when the scope of work can be more accurately defined either through re-budgeting excess funds from somewhere else in the work assignment or through an amendment. Remove the \$15,000 from the budget and note in it that it will need to be addressed in the future.

Response to Comment No. 4 - The attached 2.11 forms (Adobe Acrobat File Name, Schedule 2.11s - Revision 1) have been revised to eliminate the \$15,000 allowance for surveying services. As requested, costs associated with surveying services will be addressed either through re-budgeting excess funds from somewhere else in the work assignment or through an amendment once the scope of work is more accurately defined.

Comment No. 5 - I did not see an M/WBE utilization plan in the draft work plan. This must be added to it as it is a contract requirement.

Response to Comment No. 5 - Please refer to the attached 2.11 forms (Adobe Acrobat File Name, Schedule 2.11s - Revision 1) for the M/WBE Utilization Plan (Page 25).

Based on our conversations earlier this afternoon, it is understood that you have no further comments on the submitted project management work plan. As such, upon receiving confirmation from Ralph Burger that the above responses to his comments are satisfactory, the project management work plan will be finalized and forwarded to your attention for appropriate routing. In the interim, should you need anything else please do not hesitate to contact me at (516) 364-9890. Thank you.

FRANK DEVITA
Dvirka and Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, New York 11797
516-364-9890;9045(Fax)
fdevita@db-eng.com

-----Original Message-----

From: Joseph Jones [mailto:jjones@gw.dec.state.ny.us]
Sent: Friday, June 15, 2007 4:39 PM

7/5/07

To: FDeVita@db-eng.com
Subject: Re: FW: New Cassel Industrial Area Operable Unit No. 3 - Final Draft Remedial Design Work Plan (D&B Job

Attached are comments from our finance people. Please address.

>>> <FDeVita@db-eng.com> 5/21/2007 11:28 AM >>>
Joe -

Hope all is well. Just wondering if you have any idea of the review status for the "Final Draft" Remedial Design Work Plan, and associated 2.11 forms, for the New Cassel Industrial Area project. Thanks.

- Frank

> FRANK DEVITA
> Dvirka and Bartilucci Consulting Engineers
> 330 Crossways Park Drive
> Woodbury, New York 11797
> 516-364-9890;9045(Fax)
> fdevita@db-eng.com

> -----Original Message-----

> From: Frank DeVita
> Sent: Tuesday, May 01, 2007 3:14 PM
> To: Joseph Jones (E-mail)
> Cc: Lisa Lewis (E-mail); Maria Wright; Project Correspondence
> Subject: New Cassel Industrial Area Operable Unit No. 3 - Final Draft Remedial Design Work Plan (D&B Job No. 2564)

> Joe -

> Attached please find an adobe acrobat file containing the "Final Draft" Remedial Design Work Plan (text only) revised to address comments provided in your letter dated April 2, 2007. All changes made to the attached work plan have been tracked for your reviewing convenience. Upon receipt of comments on the attached, if any, the work plan will be modified accordingly and final copies will be submitted to the NYSDEC.

> Please note that the associated Schedule 2.11s forms have been forwarded as a separate e-mail. Should you have any questions concerning the enclosed please do not hesitate to contact me at (516) 364-9890. Thank you.

> <<PMWP.pdf>>

> FRANK DEVITA
> Dvirka and Bartilucci Consulting Engineers
> 330 Crossways Park Drive
> Woodbury, New York 11797
> 516-364-9890;9045(Fax)
> fdevita@db-eng.com

CC: <reburger@gw.dec.state.ny.us>, <MWright@db-eng.com>, <PCorrespondence@db-eng.com>

From: Ralph Burger
To: fdevita@db-eng.com
Subject: New Cassel Industrial Area WA 4446-6 PMWP

I recieved 2 hard copies of the final PMWP. I also need an electronic copy. Please send me one.
Thanks.

CC: Bobersky, Guy; Jones, Joseph

From: Ralph Burger
To: Cruden, Michael
Subject: Fwd: Re: NCIA D&B WA 4446-6

Okay.

>>> Michael Cruden 8/7/2007 8:56 AM >>>
they've already gone all the way to Sal and Dale complaining about the process and Dale's response was send the email. that's why I'm suggesting we just route it and let them decide if they want additional information.

it's not worth the trouble, we have plenty of other work to do...

>>> Ralph Burger 08/07/07 8:54 AM >>>
How about if we ask Sal if he thinks \$50,000 is significant? If he does we tell Guy that Sal wants to look at the conceptual again and he has to get another conceptual. If he doesn't, we take it as his okay to go foreword with the routing. If Sal had been asked for \$50,000 more and he had approved it we wouldn't be concerned.

>>> Michael Cruden 8/7/2007 7:37 AM >>>
Yes.

We can either let it go and see if Sal/Dale want additional information - we won our point that the PM must provide an email

or you can request more information based on your expereince and professional judgement

I'll support you either way, but I would recommend we let Guy have his way this time, since he'll just wear us down.

>>> Ralph Burger 08/07/07 7:11 AM >>>
This is bs.

>>> Guy Bobersky 8/6/2007 10:43 AM >>>
Ralph,

With regard to the Work Assignment cost exceeding the Conceptual Approval estimate for this Work Assignment, there is no one work element responsible for the \$50,301 difference. In light that the difference is about 8%, we find the Work Assignment reasonable as it is in the expected range of estimation.

Please process the work assignment.

To file:

Needs more explanation,

RLB

From: Swapan Gupta
To: Lisa Lewis
Date: 8/7/2006 1:10:52 PM
Subject: Fwd: Re: Conceptual Memo for Work Assignment - New Cassel Industrial Area Sites, Sites No. 130043A-V, OU3

Hi Lisa:

As discussed this WA can go to D&B. The firm has worked on many sites in this area and are located nearby.

-Swapan

>>> Sal Ervolina 07/18/06 10:38 AM >>>

I approve the conceptual approval memo for remedial design for OU3 at the New Cassel Industrial Area Sites.

>>> Chittibabu Vasudevan 07/17/06 4:07 PM >>>

Sal: Per your direction, the work assignment is modified to include only engineering design services through award of the construction contract.

The attached files represents the conceptual approval memorandum and work assignment for this work. To conduct the OU3 remedial design for these sites, the estimated budget is \$632,000 with \$9,600 for work plan development.

Thanks

Chittibabu Vasudevan, Ph.D., P.E. ("Vasu")
Director, Remedial Bureau A
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, NY 12233-7015
Phone: (518) 402-9625
Fax: (518) 402-9627
e-mail: cxvasude@gw.dec.state.ny.us

>>> Sal Ervolina Monday, July 17, 2006 >>>

You should separate the remedial design from the construction oversight. Once the remedial design is complete you can submit another conceptual approval memo for the construction oversight.

>>> Chittibabu Vasudevan 07/14/06 1:16 PM >>>

Sal: The attached files include the conceptual memorandum and work assignment for remedial design and construction oversight for the off-site groundwater, NCIA. To conduct the OU3 remedial design/remedial construction management for these sites, the estimated budget is \$670,000 with \$9,600 for work plan development.

Based on the Remedial Investigation and the Feasibility Study, the NYSDEC issued a Record of Decision, dated November 7, 2003, which identified the selected remedy for the Off-Site Groundwater South of the New Cassel Industrial Area. The selected remedy is full plume remediation of upper and deep portions of the aquifer (to 225 feet below ground surface) with in-well

vapor stripping/localized vapor treatment.

Let me know if you have any questions or need further information.

Thanks

Chittibabu Vasudevan, Ph.D., P.E. ("Vasu")
Director, Remedial Bureau A
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, NY 12233-7015
Phone: (518) 402-9625
Fax: (518) 402-9627
e-mail: cxvasude@gw.dec.state.ny.us

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

Remedial Bureau A
625 Broadway, 11th Floor
Albany, New York 12233-7015
Phone: (518) 402-9625 • Fax: (518) 402-9022
Website: www.dec.state.ny.us



MEMORANDUM

TO: Salvatore Ervolina, Assistant Division Director, DER

FROM: Chittibabu Vasudevan, Bureau Director

SUBJECT: Conceptual Approval Memo for Proposed Engineering Standby Contract
Work Assignment - Sites No. 130043A-V, New Cassel Industrial Area Sites, OU3

DATE: July 17, 2006

Site No., Name and Location: Sites No. 130043A-V, New Cassel Industrial Area Sites, OU3,
New Cassel Industrial Area, Town of North Hempstead, Nassau County

Program Element: Remedial Design

Project Duration: One - Two Years

Contractor: Dvirka & Bartilucci

Estimated WA Budget: The Work Assignment budget will total approximately \$632,000 with
work plan development cost of \$9,600.

Funding Source: State Superfund

Brief Project Description: Based on the Remedial Investigation and the Feasibility Study, the
NYSDEC issued a Record of Decision, dated November 7, 2003, which identified the selected
remedy for the Off-Site Groundwater South of the New Cassel Industrial Area. The selected
remedy is full plume remediation of upper and deep portions of the aquifer (to 225 feet below
ground surface) with in-well vapor stripping/localized vapor treatment.

ec: D. Weigel
G. Bobersky
D. Finlayson
S. Gupta
J. Jones

From: Ralph Burger
To: Bobersky, Guy
Date: 8/23/2007 1:43:26 PM
Subject: Re: NCIA D&B WA 4446-6

Read your e-mail of August 7th asking you to sign off on the NTP letter.

>>> Guy Bobersky 8/23/2007 1:10 PM >>>
Ralph,

On August 6, 2007, this office requested that the subject work assignment be routed for approval of the Notice to Proceed.

I was just informed that the Notice to Proceed has not been circulated for issuance.

This work assignment is for the remedial design of a remedy to restore a sole-source aquifer and mitigate known adverse impacts to the Bowling Green Water District public water drinking supply.

The previous justification for this work assignment is repeated below in italics:

With regard to the Work Assignment cost exceeding the Conceptual Approval estimate for this Work Assignment, there is no one work element responsible for the \$50,301 difference. In light that the difference is about 8%, we find the Work Assignment reasonable as it is in the expected range of estimation.

This office has examined the work assignment thoroughly and believes the cost to be reasonable. As stated before, there is no one work element responsible for the difference between the work assignment and the conceptual approval.

Please process the work assignment without further delay.

CC: Cruden, Michael; Jones, Joseph; Vasudevan, Chittibabu; Weigel, Donna

From: Ralph Burger
To: Jones, Joseph
Date: 8/7/2007 9:39:54 AM
Subject: NCIA D&B WA 4446-6

Please stop up and sign off on the routing slip & work assignment for the NTP letter.

CC: Bobersky, Guy; Cruden, Michael; Gupta, Swapan; Vasudevan, Chittibabu

From: Guy Bobersky
To: Ralph Burger
Date: 8/23/2007 1:10:32 PM
Subject: Re: NCIA D&B WA 4446-6

Ralph,

On August 6, 2007, this office requested that the subject work assignment be routed for approval of the Notice to Proceed.

I was just informed that the Notice to Proceed has not been circulated for issuance.

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This office has examined the work assignment thoroughly and believes the cost to be reasonable. As stated before, there is no one work element responsible for the difference between the work assignment and the conceptual approval.

Please process the work assignment without further delay.

CC: Chittibabu Vasudevan; Donna Weigel; Joseph Jones; Michael Cruden

From: Swapan Gupta
To: Ralph Burger
Date: 8/23/2007 1:43:05 PM
Subject: Fwd: Re: NCIA D&B WA 4446-6

FYI. Here is what I received from Guy.

>>> Guy Bobersky 08/23/07 1:16 PM >>>
Swapan,

I copied Mike Cruden on this note - his automatic response indicated he was out and I should contact you. The note I sent to Ralph follows.

>>> Guy Bobersky 8/23/2007 1:10 PM >>>
Ralph,

On August 6, 2007, this office requested that the subject work assignment be routed for approval of the Notice to Proceed.

I was just informed that the Notice to Proceed has not been circulated for issuance.

This work assignment is for the remedial design of a remedy to restore a sole-source aquifer and mitigate known adverse impacts to the Bowling Green Water District public water drinking supply.

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This office has examined the work assignment thoroughly and believes the cost to be reasonable. As stated before, there is no one work element responsible for the difference between the work assignment and the conceptual approval.

Please process the work assignment without further delay.

7/13
J. Jones requested copies
to be sent to me, they can
sign off for him, checked
for electronic dev. R.

From: Ralph Burger
To: Jones, Joseph
Subject: New Cassel I A - OU3 D&B WA 4446-6

It looks good to me. Please ask for the appropriate number of copies of the PMWP and 2.11 budget tables. When I get 2 hard copies I will prepare the NTP letter and get it on routing.

CC: Bobersky, Guy

items needed

7/19/07

From: Ralph Burger
To: Bobersky, Guy
Subject: NCIA D&B WA 4446-6

- 1) I received the 2 hard copies but I also need an electronic copy.
- 2) Also, the WA is for \$682,301 and the conceptual is for \$632,000. Since the difference is \$50,301 you will need to provide a brief memo explaining the excess so I can route the NTP for approval. Dale will want to see it.

Thanks.

From: Ralph Burger
To: Bobersky, Guy
Date: 7/19/2007 9:01:56 AM
Subject: Fwd: Re: NCIA OU-3 WP

Did you get the electronic copy of the PMWP 7 budget? I got the two hard copies that I need. Please forward it to me so I can get the NTP moving. Thanks.

>>> Ralph Burger 7/10/2007 3:10 PM >>>

I need two copies. The number the PM needs varies with the project. Therefore, the PM should request the copies from the consultant so we don't waste money requesting copies that no one needs. Of the 2 copies I get, one we keep in the contract section and the other goes back to the consultant with the NTP letter. We can always request more if needed in the future plus we have the electronic copy. I will look at it tomorrow morning.

>>> Guy Bobersky 7/10/2007 3:01 PM >>>
Ralph,

It is unclear who is requesting the wp copies.

If you are okay with the response, and we are supposed to request copies, please let me know when you are okay with the wp and how many copies you need.

If you are requesting the copies, we will need four copies for this office.

Please let me know who will be requesting the copies. Thanks.

>>> Ralph Burger 7/10/2007 2:09 PM >>>

I'll try to get to it soon so you don't have to delay your vacation. The NTP goes out under Dale's signature after several other approvals that I have to route it through. If D&B addressed my comments, they should send in 2 hard copies for my use. You should request any additional copies you might need, ie. your use, regional office, health department, etc.

>>> Joseph Jones 7/10/2007 1:36 PM >>>

As you know, D&B has replied to your comments on the NCIA OU-3 WP. As before, the technical aspects of the WP are approvable. Please have a look at their responses and let me know if they are adequate. I will be leaving on Vacation from July 17 to August 2, and would like to send out the NTP this week if it is possible.

From: Michael Cruden
To: Guy Bobersky
Date: 7/27/2007 10:06:28 AM
Subject: Fwd: Re: NCIA D&B WA 4446-6

our current procedure is to provide an email from the PM in the routing package explaining the difference between the conceptual approval amount and the proposed work plan budget so the people approving the increased amount know the answer to the simple, question why is it higher?

without it I will not sign off on this NTP package

>>> Ralph Burger 07/27/07 9:46 AM >>>
What do you guys want me to do about response to #2?

>>> Guy Bobersky 7/27/2007 9:15 AM >>>
Ralph,

The WA is about 7% more than the CA which is certainly within the range of estimation for the CA. I am not aware of any guidance indicating the increase needs to be justified. I believe the current Contract Process - Conceptual Approval guidance indicates that the increased costs will be approved via the Work Plan Approval/Notice to Proceed letter.

If you have the electronic copy you requested, please circulate the letter so this work assignment can be issued. Thanks for your work on this work assignment.

>>> Ralph Burger 7/19/2007 11:14 AM >>>

- 1) I received the 2 hard copies but I also need an electronic copy.
- 2) Also, the WA is for \$682,301 and the conceptual is for \$632,000. Since the difference is \$50,301 you will need to provide a brief memo explaining the excess so I can route the NTP for approval. Dale will want to see it.

Thanks.

CC: Burger, Ralph; Swapan Gupta

From: <FDeVita@db-eng.com>
To: <reburger@gw.dec.state.ny.us>
Date: 7/24/2007 7:50:16 AM
Subject: RE: New Cassel Industrial Area WA 4446-6 PMWP (D&B Job No. 2564)

Ralph -

Attached please find an adobe acrobat file containing the final Project Management Work Plan for the New Cassel Industrial Area Site. Should you need anything else please do not hesitate to contact me at (516) 364-9890. Thank you.

- Frank

FRANK DEVITA
Dvirka and Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, New York 11797
516-364-9890;9045(Fax)
> fdevita@db-eng.com

-----Original Message-----

From: Ralph Burger [mailto:reburger@gw.dec.state.ny.us]
Sent: Friday, July 20, 2007 9:24 AM
To: fdevita@db-eng.com
Cc: Guy Bobersky; Joseph Jones
Subject: New Cassel Industrial Area WA 4446-6 PMWP

I received 2 hard copies of the final PMWP. I also need an electronic copy. Please send me one. Thanks.

CC: <jgjones@gw.dec.state.ny.us>, <PCorrespondence@db-eng.com>

From: Michael Cruden
To: Ralph Burger; Swapan Gupta
Date: 7/27/2007 11:28:23 AM
Subject: Fwd: Re: NCIA D&B WA 4446-6

fyi

>>> Michael Cruden 07/27/07 10:55 AM >>>

This was proposed guidance from the work group you sit on (you mentioned proposed in your reply) - the \$100K was added after discussions related to IGP-15. The division has been following this procedure for about 11 months now. Not busy on a Friday?

For additional costs below \$25,000 the PM should submit justification acceptable to the Section Chief of the CPS and the additional costs will be handled during closeout of the work assignment - the engineering standby contractor must submit a final WA budget on a schedule provided by the CPS. Formal amendments must be prepared for change in scope or increase in cost above \$25,000. Amendments greater than \$100,000 or changes in scope require a conceptual approval. Increases less than \$100,000 **will be approved during the final approval process for the amendment, but must be discussed with the PM's supervisor and adequate justification provided to the CM for inclusion with the final routing package for the amendment.** Amendments should be processed in a timely manner. Controversial or unusual circumstances should be brought to the attention of the Assistant Division Director. Change in program element (e.g., RI, FS, RD, RA, etc.) requires a conceptual approval and issuance of a new work assignment and associated budget. Amendments are initiated by the PM along with the standby contractor. Amendments must include an adequate description of scope of work, an associated budget (schedule 2.11's) and fixed fee adjustment in accordance with article 5(b). Amendments are processed by the CPS. A formal work plan amendment NTP will be issued under the Division Director's signature.

>>> Guy Bobersky 07/27/07 10:12 AM >>>

Mike,

Please provide me the guidance document which indicates this procedure. My search of existing and proposed guidance does not mention any such "procedure". Staff cannot comply with procedures unless they are aware of them.

If said procedure is not available, then please process the work assignment.

>>> Michael Cruden 7/27/2007 10:06 AM >>>

our current procedure is to provide an email from the PM in the routing package explaining the difference between the conceptual approval amount and the proposed work plan budget so the people approving the increased amount know the answer to the simple, question why is it higher?

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If you have the electronic copy you requested, please circulate the letter so this work assignment can be issued. Thanks for your work on this work assignment.

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- 1) I received the 2 hard copies but I also need an electronic copy.
- 2) Also, the WA is for \$682,301 and the conceptual is for \$632,000. Since the difference is \$50,301 you will need to provide a brief memo explaining the excess so I can route the NTP for approval. Dale will want to see it.

Thanks.

BID EVALUATION FOR DRILLING SERVICES, NEW CASSEL INDUSTRIAL AREA SITE
 NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SUPERFUND STANDBY CONTRACT

ITEM DESCRIPTION	UNIT	QUANT.	ENGINEERING COST ESTIMATE ⁽¹⁾		Delta Well and Pump Company, Inc.		Geologic NY, Inc.		Nothnagle Drilling, Inc.		Parrat-Wolff, Inc.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. A. MOBILIZATION/DEMOBILIZATION, MUD ROTARY PORTABLE PIT SET UP	Lump Sum	1	\$44,000.00	\$44,000.00	\$12,000.00	\$12,000.00	—	—	—	—	\$44,000.00	\$44,000.00
B. SECURITY FOR DRILL RIG AND MUD PIT ⁽¹⁾	Lump Sum	2	\$20,000.00	\$40,000.00	\$7,500.00	\$15,000.00	—	—	—	—	\$20,000.00	\$40,000.00
C. CONSTRUCTION AND REMOVAL OF DECON PAD	Per Hour	972	\$25.00	\$24,300.00	\$40.00	\$38,880.00	—	—	—	—	—	—
D. SOUND BARRIER FOR MUD ROTARY DRILLING ⁽²⁾	Lump Sum	1	\$505.00	\$505.00	\$900.00	\$900.00	\$265.00	\$265.00	\$850.00	\$850.00	\$400.00	\$400.00
E. WELL BORING SET-UP	Lineal Foot	64	\$20.00	\$1,280.00	\$20.00	\$1,280.00	—	—	—	—	—	—
F. WELL BORING SET-UP	Per Well/Boring	9	\$150.00	\$1,350.00	\$250.00	\$2,250.00	—	—	\$100.00	\$900.00	\$200.00	\$1,800.00
2. HOLLOW STEM AUGER DRILLING												
(1) 0-50 FEET IN DEPTH												
C. 3.25" ID HOLLOW STEM AUGERS	Lineal Foot	350	\$12.25	\$4,287.50	\$18.00	\$6,300.00	\$14.75	\$5,162.50	\$10.00	\$3,500.00	\$12.00	\$4,200.00
(2) 50-100 FEET IN DEPTH												
B. 3.25" ID HOLLOW STEM AUGERS	Lineal Foot	350	\$15.33	\$5,366.67	\$18.00	\$6,300.00	\$21.00	\$7,350.00	\$12.00	\$4,200.00	\$13.00	\$4,550.00
(3) 100-200 FEET IN DEPTH												
B. 3.25" ID HOLLOW STEM AUGERS	Lineal Foot	700	\$29.00	\$20,300.00	\$22.00	\$15,400.00	\$42.00	\$29,400.00	\$16.00	\$11,200.00	—	—
(4) 200-285 FEET IN DEPTH												
B. 3.25" ID HOLLOW STEM AUGERS	Lineal Foot	595	\$58.00	\$34,510.00	\$40.00	\$23,800.00	—	—	—	—	—	—
MUD ROTARY												
(2) 8-50 FEET IN DEPTH												
C. 8-INCH DIAMETER BIT	Lineal Foot	100	\$44.33	\$4,433.33	\$50.00	\$5,000.00	\$45.00	\$4,500.00	\$28.00	\$2,800.00	\$60.00	\$6,000.00
(2) 50-100 FEET IN DEPTH												
C. 8-INCH DIAMETER BIT	Lineal Foot	100	\$50.67	\$5,066.67	\$50.00	\$5,000.00	\$55.00	\$5,500.00	\$32.00	\$3,200.00	\$65.00	\$6,500.00
(2) 100-200 FEET IN DEPTH												
C. 8-INCH DIAMETER BIT	Lineal Foot	200	\$59.67	\$11,933.33	\$50.00	\$10,000.00	\$80.00	\$16,000.00	\$34.00	\$6,800.00	\$65.00	\$13,000.00
(2) GREATER THAN 200 FEET IN DEPTH												
C. 8-INCH DIAMETER BIT	Lineal Foot	600	\$56.00	\$33,600.00	\$50.00	\$30,000.00	—	—	\$42.00	\$25,200.00	\$70.00	\$42,000.00
6. BOREHOLE SAMPLING												
SHELBY TUBE SAMPLING												
C. 100-200 FOOT IN DEPTH	Per Sample	9	\$215.00	\$1,935.00	\$400.00	\$3,600.00	\$350.00	\$3,150.00	\$95.00	\$855.00	\$200.00	\$1,800.00
D. GREATER THAN 200 FOOT IN DEPTH	Per Sample	9	\$322.50	\$2,902.50	\$450.00	\$4,050.00	—	—	\$125.00	\$1,125.00	\$300.00	\$2,700.00
BOREHOLE SAMPLING												
HYDRO PUNCH SAMPLING												
A. 0-50 FOOT IN DEPTH	Per Sample	2	\$166.67	\$333.33	\$225.00	\$450.00	\$175.00	\$350.00	\$150.00	\$300.00	\$175.00	\$350.00
B. 50-100 FOOT IN DEPTH	Per Sample	4	\$207.50	\$830.00	\$275.00	\$1,100.00	\$262.50	\$1,050.00	\$160.00	\$640.00	\$200.00	\$800.00
C. 100-200 FOOT IN DEPTH	Per Sample	10	\$258.33	\$2,583.33	\$300.00	\$3,000.00	\$350.00	\$3,500.00	\$175.00	\$1,750.00	\$250.00	\$2,500.00
D. GREATER THAN 200 FOOT IN DEPTH	Per Sample	32	\$300.00	\$9,600.00	\$350.00	\$11,200.00	—	—	\$200.00	\$6,400.00	\$400.00	\$12,800.00
BOREHOLE GAMMA LOGGING ⁽³⁾												
A. 285- FOOT BORINGS	Lump Sum	7	\$650.00	\$4,550.00	\$300.00	\$2,100.00	—	—	—	—	—	—
B. 500-FOOT BORINGS	Lump Sum	2	\$900.00	\$1,800.00	\$500.00	\$1,000.00	—	—	—	—	—	—
7. BOREHOLE ABANDONMENT												
A. 4 TO 8 INCH DIAMETER BOREHOLE	Per Foot	1,350	\$8.67	\$11,700.00	\$10.00	\$13,500.00	\$14.00	\$18,900.00	\$6.00	\$8,100.00	\$6.00	\$8,100.00
8. VERTICAL PROFILE INSTALLATION												
A. 2-INCH STAINLESS STEEL SCREEN (TYPE 304)	Per Foot	3	\$33.33	\$166.67	\$40.00	\$200.00	\$42.00	\$210.00	\$28.00	\$140.00	\$30.00	\$150.00
B. 2-INCH SCHEDULE 40 CARBON STEEL RISER PIPE ⁽⁴⁾	Per Foot	295	\$10.74	\$3,168.30	\$6.00	\$1,770.00	—	—	—	—	—	—
16. VERTICAL PROFILE GROUNDWATER SAMPLING (1) (ITEM BILLED USING WELL DEVELOPMENT HOURLY COSTS) SUBMERSIBLE PUMP TO PURGE/COLLECT SAMPLE	Per Hour	224	\$138.33	\$30,986.67	\$200.00	\$44,800.00	\$200.00	\$44,800.00	\$150.00	\$33,600.00	\$65.00	\$14,560.00
19. BACKHOE EXCAVATOR (2) TO TRANSPORT SOIL CUTTINGS TO ROLL-OFF CONTAINER												
A. MOBILIZATION AND DEMOBILIZATION	Lump Sum	1	—	\$0.00	\$1,200.00	\$1,200.00	—	—	\$450.00	—	—	—
B. RUBBER TIRE BACKHOE	Per Hour	220	\$108.33	\$23,833.33	\$125.00	\$27,500.00	\$160.00	\$35,200.00	\$75.00	\$16,500.00	\$90.00	\$19,800.00
21. WATER HAULING (3) (INCLUDES LABOR AND VEHICLE WITH MINIMUM OF 500 GALLON CAPACITY TO SUPPLY AND TRANSPORT WATER)	Per Day	28	\$350.00	\$9,800.00	\$900.00	\$25,200.00	—	—	\$450.00	\$12,600.00	\$250.00	\$7,000.00
15. CONTAINERIZATION OF DRILLING MATERIAL AND STAGING												
A. PROVIDE CLEAN EMPTY DOT APPROVED 55 GALLON DRUMS WITH SEALS, BUNGS AND LIDS	Per 55 Gallon Drum	70	\$50.00	\$3,500.00	\$50.00	\$3,500.00	\$70.00	\$4,900.00	\$30.00	\$2,100.00	\$50.00	\$3,500.00
B. FILLING, MOVING AND STAGING 55 GALLON DRUMS ON-SITE ON PALLETS	Per 55 Gallon Drum	70	\$52.50	\$3,675.00	\$30.00	\$2,100.00	—	—	\$30.00	\$2,100.00	\$75.00	\$5,250.00
C. MOVE FILLED DRUMS TO SECONDARY LOCATION WITHIN 1 MILE OF DRILL SITE	Per 55 Gallon Drum	70	\$67.50	\$4,725.00	\$35.00	\$2,450.00	—	—	\$35.00	\$2,450.00	\$100.00	\$7,000.00
20. SITE RESTORATION												
A. TOPSOIL	Cubic Yard	5	\$27.50	\$137.50	\$30.00	\$150.00	—	—	\$25.00	\$125.00	\$30.00	\$150.00
B. GRASS SEEDING	Square Yard	10	\$15.00	\$150.00	\$15.00	\$150.00	—	—	\$15.00	\$150.00	\$15.00	\$150.00
C. ASPHALT PAVING	Bag (60 lbs.)	36	\$25.00	\$900.00	\$25.00	\$900.00	\$15.00	\$540.00	\$40.00	\$1,440.00	\$20.00	\$720.00
21. SPECIALTY ITEMS (Road and Hydrant Permits) ⁽⁵⁾	Per Permit	9	\$300.00	\$2,700.00	\$300.00	\$2,700.00	—	—	—	—	—	—
22. STANDBY TIME	Per Hour	20	\$170.00	\$3,400.00	\$150.00	\$3,000.00	\$160.00	\$3,200.00	\$150.00	\$3,000.00	\$200.00	\$4,000.00
TOTAL				\$354,309.13		\$327,730.00		Elected Not To Bid		Elected Not To Bid		Elected Not To Bid

- Notes:
 (1) Estimated hours based on collection of 13 groundwater samples over a 4 day 8-hour period at each temporary vertical profile well.
 (2) Backhoe/Excavator to be used 2 hours a day for a duration of 110 days, to transport soil to roll-off containers. Within 1 mile of drill site.
 (3) Water Hauling is estimated for 2 hours a day for a duration of a 110 days.
 (4) Engineering cost estimate based upon average of quotes/unit prices from standby contracts excluding Delta Well and Pump Company, unless otherwise noted.
 (5) Unit price for engineering cost estimate based upon RS Means.
 (6) Assumed price of \$20/foot of sound barrier.
 (7) Unit price for engineering cost estimated based upon vendor quote.

EMILCOTT

www.emilcott.com

466 Southern Blvd
Chatham, NJ 07928
(973) 765-0991
(800) 886-3645
Fax (973) 765-0994
info@emilcott.com

Our firm consists of:

- * LEED Accredited Professionals
- * Certified Industrial Hygienists
- * Certified Safety Professionals
- * Certified Hazardous Materials Managers
- * Industrial Hygienists

Sample of Services:

- * ESH Training
- * Health & Safety Programs
Review
Development
Implementation
- * Exposure Monitoring
- * Health & Safety Audits
- * Chemical Hygiene & Lab Safety
- * Indoor Environmental Quality Services

Fax Transmittal Cover Sheet

Date: Tuesday, July 03, 2007

To: Mr. Frank Devita

Of: Dvirka - Woodbury

**Fax
Number:** 516-364-3448

From: Barbara Alves

Re: Confidential

You should receive 5 pages, including this cover sheet.
If you have received this information in error, please put your fax number here
_____ and fax this page to 973-765-0994

RICHARD J. NOECKER, CPA

63 E. Westfield Avenue
PO Box 235
Roselle Park, NJ 07204

Phone: 908-241-5440
Fax: 908-241-5441
Cell: 973-945-4173

To the Board of Directors
Emilcott Associates, Inc.
466 Southern Boulevard
Chatham, New Jersey 07928

I have compiled the accompanying balance sheet of Emilcott Associates, Inc. (a corporation) as of December 31, 2006 and the related statements of income and retained earnings for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them. However, I did become aware of a departure from generally accepted accounting principles that is described in the following paragraph.

A statement of cash flows for the year ended December 31, 2006, has not been presented. Generally accepted accounting principles require that such a statement be presented when financial statements purport to present financial position and results of operations.



Richard J. Noecker

June 21, 2007

EMILCOTT ASSOCIATES, INC.**Balance Sheet****As Of December 31, 2006****ASSETS**

Cash	\$ 52,568
Accounts Receivable	666,105
Deposits & Prepaid Expenses	<u>22,579</u>
Total Current Assets	741,252
Property and Equipment - Net (Note 2)	110,643
Capitalized Software-Net (Note 3)	6,000
Security Deposits	<u>6,624</u>
TOTAL ASSETS	<u>\$864,519</u>

LIABILITIES & STOCKHOLDERS' EQUITY

Accounts Payable & Accrued Expenses	<u>\$342,311</u>
TOTAL CURRENT LIABILITIES	342,311
Bank Line of Credit (Note 4)	<u>0</u>
TOTAL LIABILITIES	<u>342,311</u>
Capital Stock	1,000
Retained Earnings	<u>521,208</u>
TOTAL STOCKHOLDERS' EQUITY	<u>522,208</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$864,519</u>

(See Accountant's Compilation Report)

EMILCOTT ASSOCIATES, INC.
Statement Of Income And Retained Earnings
For The Year Ended December 31, 2006

Revenue		\$2,843,957
Cost of Goods Sold		<u>1,540,505</u>
Gross Profit		1,303,452
Selling & Administrative Expenses:		
Salaries & Payroll Taxes	\$434,950	
Marketing	117,487	
Auto Expenses	22,384	
Office Supplies	7,194	
Rent	91,700	
Telephone & Utilities	29,153	
Repairs & Maintenance	16,251	
Insurance	53,303	
Postage & Freight	2,312	
Professional Fees	44,958	
Employee Benefits	207,935	
Remote Office Expenses	29,594	
Dues, Subscriptions & Publications	3,955	
Depreciation	16,750	
Amortization	30,525	
Computer Expenses	22,241	
Other Expenses	<u>23,541</u>	
Total Selling & Administration		<u>1,154,233</u>
Income Before Taxes		149,219
Provision For State Income Taxes(Note 6)		0
Provision For Federal Income Taxes(Note 6)		<u>0</u>
Net Income		149,219
Retained Earnings – January 1, 2006		<u>371,989</u>
Retained Earnings – December 31, 2006		<u>\$ 521,208</u>

(See Accountant's Compilation Report)

EMILCOTT ASSOCIATES, INC.
Notes To Financial Statements
For The Year Ended December 31, 2006

NOTE 1: OPERATIONS

The Company provides environmental consulting and training services. Corporate headquarters is at 466 Southern Boulevard, Chatham, NJ 07928.

NOTE 2: FIXED ASSETS

The Company records fixed assets at historical cost. Depreciation of machinery and equipment is computed by applicable IRS regulations using estimated useful lives as required by The Internal Revenue Code. The Company, at its option, sometimes expenses fixed assets under IRS Code Section 179. Property and Equipment at historical cost amount to \$559,086 less an allowance for Accumulated Depreciation of \$448,443. The Company maintains a policy of expensing acquisitions under \$2,000.

NOTE 3: CAPITALIZED SOFTWARE

The Company has capitalized software costs which are being amortized over a five-year period. At December 31, 2006, the cost of such software was \$56,100 and accumulated amortization was \$50,100.

NOTE 4: BANK LOANS AND NOTES PAYABLE

The Company has a \$250,000 line of credit from Union Center National Bank, which bears interest at Prime Plus. At December 31, 2006 there was no outstanding balance.

NOTE 5: LEASES

The Company leases office space from Fairmount Commons under a three year lease, which expires in December, 2007. Rent expense for 2006 was \$91,700. Rent for 2007 will be \$89,732.

NOTE 6: INCOME TAXES

The Federal and New Jersey income taxes for 2006 were covered by overpayments from prior years.

EMILCOTT STAFF RESUME

BRUCE D. GROVES, CIH
President/Project Director

EDUCATION AND PROFESSIONAL BACKGROUND

1985 - Masters in Business Administration. Finance, University of Connecticut
1975 - BA Biology, Lafayette College

Certifications

1982 - Board Certified in the Comprehensive Practice of Industrial Hygiene by the American Board of Industrial Hygiene (ABIH) CP-2224.

EXPERIENCE AND SUMMARY

1987 - Present	Emilcott Associates, Inc., Chatham, NJ, President and Project Director
1985 - 1987	Ebasco Services, Inc., Lyndhurst, NJ, Corp. Mgr. of Safety, IH and Training
1979 - 1985	AMAX Inc., Greenwich, CT, Corp. Mgr. of Loss Prevention, Fire Protection, Safety and Industrial Hygiene
1977 - 1979	US Department of Labor, Occupational Safety & Health Administration, Belle Mead, NJ, Safety and Health Compliance Officer

Mr. Groves is an Environmental, Safety and Health professional with over 29 years of industrial hygiene, safety, loss control and environmental management experience. His experience includes 18 years as President of Emilcott Associates, Inc., two years directing industrial hygiene, safety and training programs for Ebasco Services, Inc.; six years in various health, safety and loss control positions in the Corporate Loss Prevention Department of AMAX, Inc., and three years regulatory experience as an industrial hygienist/safety compliance officer for OSHA.

Industrial Hygiene, Safety and Environmental Project Experience

- Project Director for managing the environmental, safety and industrial hygiene program at a 30-acre Hexavalent chromium remediation/construction site in Jersey City, NJ.
- Performed numerous EHS compliance-style audits for various Exxon (Exxon/Mobil) companies. Audits included facilities throughout the U.S. involved in petro-chemical manufacturing, bio-medical research, petroleum R&D, pilot plants, administrative areas, and production facilities. Each audit required the project staff to meet with facility personnel, review pertinent documents, comprehensive site walk-throughs, and provide written reports of findings.
- Lead the audit and conducted a health hazard assessment for the NYPD DEA of the Health and Safety Practices at the September 11th WTC Recovery Operation at the Fresh Kills Landfill in Staten Island. Recognized by the NYC Detectives Union as being instrumental in quickly establishing high H&S standards for this recovery operation.
- Project Director and Project Manager for EH&S construction support services at Merck & Co, a major pharmaceutical company. Construction projects exceeded \$2 Billion over an 12-year period (1992-2004). As part of this project, Emilcott assisted the Merck Central Engineering group in managing and planning construction and remediation in production and R&D operations, often in areas with significant chemical contamination potential and underground construction hazards.
- Project Director for an Indoor Environmental Quality Assessment in a 66 story office building that was

significantly damaged from the collapse of the adjacent WTC towers. Was instrumental in assisting the client in successfully re-occupying the top 30 floors of the building within 9 months after the September 11th disaster.

- Project Director for project involving on-site Life Safety (fire) and construction health and safety consulting services for an major construction/renovation project at the Children's Hospital of Philadelphia (CHOP). Emilcott worked with CHOP on their Construction Safety Guidance Procedures, and correlated those procedures with the requirements of the JCAHO Interim Life Safety Measures. Provided health and safety oversight and monthly site audits to assure that contractor were complying with OSHA and ILSM requirements
- Mr. Groves has provided technical expertise for corporate and legal counsel for peer review, litigation strategy and support, and expert witness testimony. He has represented companies in legal matters involving: OSHA compliance issues, construction safety, multi-agency investigations, OSHA citations and penalties, personal injury, and Worker's Compensation issues.
- Directed several comprehensive health and safety program review projects for numerous A/E and engineering-construction firms. These projects required the development of corporate health and safety programs and standard operating procedures for business units involved in hazardous waste management, construction safety, waste water treatment, process design, and civil engineering.
- Managed a three-year project involving comprehensive health and safety compliance audits at the U.S. Department of Energy facilities at Los Alamos National Laboratories (LANL) and Idaho National Engineering Laboratories (INEL). Also developed a written Health and Safety Hazard Assessment program at LANL.
- Directed a Confined Space Program Pilot Study, Program Development and Training for the U. S. Army Area Support in Europe. Developed a computer-based training program in English and German for training US Army and German civilian personnel in the Confined Space Program requirements.
- Conducted an evaluation and provided expert opinion on the design and use of engineered systems used to stabilize and shore excavations and trenches for a Public utility.
- Project Director and principle auditor for several emergency response audits performed for Lucent Technologies at their facilities in New Jersey and Pennsylvania. Lead a team of 3 Emilcott Sr. Project Managers as they assessed facilities that had been converted from laboratories or administrative buildings to production /pilot plants. The audits were conducted to document the conversion of emergency response plans and procedure to meet the transformation in the facility and its operation. All findings and recommendations were documented in detailed reports.
- Managed a team of IH Specialists taking samples and implementing a hazard assessment for PCB contamination in a large building that was previously used to renovate and maintain railroad electrical locomotive engines. The building was being used for assembling vinyl windows and an expansion was desired. The sampling was done to determine if workers might be exposed to PCBs in both the new and current facility.
- Developed and implemented Occupational and Public (Residential) Health and Safety Plans for various remedial activities associated with explosive manufacturing facilities, pharmaceutical production operations, and utility manufactured gas plant (MGP) sites within New Jersey. Made presentations at public meetings on these plans.
- Project Director for a health and safety compliance project involving a NY-based construction and boiler/tank manufacturing/repair company faced with significant OSHA violations. Provided expert opinion and consult during OSHA negotiations. Working closely with the client to develop H&S programs and train employees.
- Developed and implemented a corporate TSCA compliance and auditing program (document review of all product chemicals and importing procedures) for a Japanese electronics and a pigment/ink manufacturing Company. Issues included PCB contamination in specific pigments and inks, and the appropriate labeling and TSCA restrictions that apply.
- Prepared expert testimony for a major manufacturing company in defending a health claim resulting from alleged exposure to chemicals from their products.
- Conducted industrial hygiene air sampling at all manufacturing facilities of a pharmaceutical company

- producing consumer and medical drugs and various industrial manufacturing operations.
- Managed the Environmental Program for a Japanese Electronics Corporation which includes developing a Toxic Substances Control Act (TSCA) and OSHA Compliance Program.

Experience in Training

- Represented Emilcott as Project Director for a comprehensive EHS training project conducted for Consolidated-Edison of NY. Over 200 hours of course development was needed, 50 hours of training was given, and over 125 students were trained. The training covered the utility's Standard Operating Procedures for a large list of EHS topics and was directed at H&S managers and operators. Responsibilities included meeting regularly with utility personnel involved in the project, course development, budget oversight and negotiations, and instructions for several sessions.
- Provided three 40-hour Industrial Hygiene and safety-related training courses to the U.S. Army peace-keeping forces in Landstuhl, Germany between 1997 and 1999. Course topics covered HazWOPER, Advanced Respiratory Protection, Advance IH Monitoring, and Indoor Environment Contamination.
- Trained the Rocky Mountain Arsenal Program Office and the U. S. Army Corps of Engineers in Supervising and Managing Workers as part of the remediation of Basin F at Rocky Mountain Arsenal.
- Conducted an Environmental Seminar on the Toxic Substance Control Act in Osaka and Tokyo, Japan to over 400 attendees representing 100 Japanese Companies.
- Over twenty-eight years experience developing and conducting training courses in safety and health. Experience includes eighteen years at Emilcott, training over 15,000 people representing hundreds of companies, agencies, and organizations.

Other Project/Work Experience

Mr. Groves directed the development and implementation of the health and safety policies, standard operating procedures and training programs for Ebasco and the EPA REM III Hazardous Waste Program. He was Ebasco's Health & Safety Manager for all waste program sites which included over 40 CERCLA, RCRA, DOD and DOE sites throughout the United States. Mr. Groves was also the project manager and lead industrial hygienist for numerous Ebasco environmental projects and safety and health audits.

Mr. Groves directed and evaluated activities in industrial hygiene, safety and loss control at production facilities worldwide for AMAX Inc., a mining and natural resources company with over 15,000 employees. In this position he managed the development and implementation of fire prevention/protection, life safety, emergency disaster plans and safety assurance studies at site locations; developed and implemented various industrial hygiene and loss control activities in the Chemical, Base Metal, Specialty Metals and Molybdenum Divisions as well as the AMAX, AIHA accredited laboratory; and developed facility programs in respiratory protection, personnel monitoring and hearing conservation.

Mr. Groves worked for the Federal Occupational Safety and Health Administration (OSHA) as a Safety and Health Compliance Officer. In this capacity Mr. Groves conducted over 125 industrial hygiene and safety investigations for OSHA compliance throughout New Jersey.

PUBLICATIONS AND PRESENTATIONS

- Groves B. D., 2004 and 2003, "The Importance of Effective Negotiation Skills and Strategies in Environmental, Health and Safety Management", ASSE Conference, Presentation, Las Vegas, Nevada; AIHA Conference & Exposition, Presentation, Dallas, Texas
- Groves B. D., 2003, "Optimizing the Environmental, Health and Safety Function", 23rd Annual

International Liquid Terminals Association Conference, Houston, Texas

- Groves, B. D., 2002, "Confined Space Procedures and Program Development for the US Army in Europe", Tri-Service Safety Conference 2002, Frankfurt Germany
- Groves, B. D., 2002, "H&S Challenges in the Recovery Operation of the September 11th WTC terrorist disaster", AIHA Conference & Exposition, Chaired Forum and Presenter, San Diego, CA
- Groves, B. D., Burgess, T., and Adams, D. G., 2000, "Construction Health and Safety for Industrial Hygienists", AIHA Conference & Exposition, PDC, Orlando, Florida.
- Groves, B. D., 1999, "Managing Industrial Hygiene Programs: Outsourcing, Shared Services or, Business as Usual", AIHA Conference & Exposition, Chaired Forum, Toronto, Ontario, Canada.
- Groves, B. D., 1996, "Challenges and Liabilities in Contractor Health and Safety", AIHA Conference & Exposition, Chaired Forum, Washington, DC.
- Groves, B. D., 1995, "The Challenges of Implementing Exposure Assessment Program", AIHA Conference & Exposition, Chaired Forum, Kansas City, MO.
- Groves, B. D., 1993. "The Changing Role of the Industrial Hygienist: Managing Public and Worker Health Risks at Manufactured Gas Plant Sites", AIHA Conference & Exposition, New Orleans, LA.
- Groves, B. D., 1992, 1993 & 1995, "Occupational and Environmental Air Monitoring at Hazardous Waste Sites", AIHA Conference & Exposition, Professional Development Conferences, 1992 and 1993 Boston, MA and New Orleans, LA.
- Groves, B. D., 1992, "Managing Public and Worker Health Risks at Manufactured Gas Plant Sites", AIHA Conference & Exposition, EEI/GRI MGP Task Force Meeting, South Sioux City, Nebraska.
- Groves, B. D., 1992, "The Changing Role of the Industrial Hygienist, Managing the Public and Worker Health Risks at Lead and Mercury Contaminated Remediation of 130 Residential Properties", AIHA Conference & Exposition, Boston, MA.
- Groves, B. D., 1990 & 1991. Seminars for Japanese Companies on the U.S. Toxic Substance Control Act. Osaka and Tokyo, Japan
- Groves, B. D., 1989, "Establishing Practical Hazardous Waste Action Levels for Non-Remedial Contractors", American Industrial Hygiene Conference, St. Louis, MO.

EMILCOTT STAFF RESUME

Name: H. Dale Wilson, CIH, LEED AP

Position: Program Director, Industrial Hygiene & Safety; Senior Project Manager

Background: Mr. Wilson is a Certified Industrial Hygienist and LEED Accredited Professional (AP) with over fifteen years of experience in the industrial hygiene, safety and environmental fields. Prior to joining Emilcott Mr. Wilson was the Corporate Industrial Hygienist for eight years at Creanova (previously known as Hüls America, Inc.) where his responsibilities included comprehensive IH duties for domestic and international facilities.

Project Experience: Mr. Wilson's responsibilities at Emilcott include project management for industrial hygiene assessments, indoor environmental quality investigations, accident/incident investigation, and litigation support work. Clients include specialty chemical manufactures, foundries and steel production facilities, private institutions, residential complexes and hotels, A&E firms and a variety of general manufacturing operations. He has also managed projects involving H&S oversight at hazardous waste remediation and investigations, EHS audits, chemical hygiene plan development; emergency response planning, and the development and implementation of corporate and site-specific health and safety policies and procedures. He has developed numerous health and safety plans for construction, site-investigation, and remediation work at locations including Brownfields, Superfund sites, and landfills. Other project work includes development of employee medical surveillance protocols based on exposure to various chemical and physical hazards; and construction safety oversight on projects including micro-tunneling, demolition, and building construction.

As a CIH and LEED AP, Mr. Wilson actively conducts IEQ investigations and provides oversight of remediation at commercial, industrial, and manufacturing properties focusing on operation and maintenance of building systems, structural conditions, and related issues that have resulted in occupant complaints, moisture and/or structural damage, microbial growth, chemical exposures, vapor intrusion, and accumulation of particulate. Mr. Wilson managed a comprehensive IAQ/ mold project involving a 54-story building badly damaged on September 11th. Emilcott performed preliminary and on-going IAQ testing and post construction clearance. He is currently assisting a private grammar school obtain LEED Certification for their multi-building campus.

Training Experience: Mr. Wilson assists in the development and implementation of training courses for Emilcott's clients, including respiratory protection, SCBA usage, emergency response, and others involving plant and manufacturing safety such as hazard communication, bloodborne pathogens, hearing conservation, asbestos / lead, PPE, fall protection, excavation and trenching, and emergency response.

Education: Mr. Wilson holds a BS degree in Biology from the University of South Carolina.

Noted Accomplishments: Mr. Wilson has provided technical expertise for corporate and legal counsel for means of peer review, litigation strategy and support, forensic analysis, and expert opinion. He has worked with both plaintiff and defendant legal representatives in matters involving: OSHA compliance issues and investigations, OSHA citations and penalties, toxic tort claims, personal injury, and Worker's Compensation issues. He is a member of the Dover Township, NJ Community Emergency Response Team (CERT).

EMILCOTT STAFF RESUME

Name: Elise A. Franklin, CIH, CSP

Position: Senior Project Manager

Background: Ms. Franklin is a Certified Industrial Hygienist and Certified Safety Professional with over 20 years of experience in industrial hygiene, ergonomics, safety and EHS training. Prior to working for Emilcott, Ms. Franklin was an Assistant Director for the Department of Environmental Safety at the University of Maryland in College Park for over six years. Prior to that she was an Associate Director of EH&S at Univax Biologics and NABI, a biopharmaceutical firm in Rockville, Maryland and Boca Raton, Florida for 6 years. Ms. Franklin also worked at the Genetics Institute in Cambridge, MA as the Environmental, Health and Safety Manager for 2 years, and prior to that was an EH&S Principal Engineer for Digital Equipment Corp. in Boxboro, MA, and an Industrial Hygienist for the US Army in Germany as well as Martin Marietta.

Project Experience: Ms. Franklin has significant experience in conducting industrial hygiene, safety, ergonomic and auditing evaluations coupled with providing appropriate design, work practice and training recommendations. Ms. Franklin's project experience includes Senior Project Management as well as the management of comprehensive occupational safety and health programs for the University of Maryland and two large biotechnology firms. Specific projects include; conducting a trend analysis to determine injury/accident causes and development of targeted program improvements and initiatives including job review, training and return-to-work programs to reduce rates. She developed a team to conduct design reviews and hazard assessments and controls to support high hazard R&D activities and utilized Failure Mode and Effect Analysis, as part of the hazard assessment protocols. Ms. Franklin also managed the Industrial Hygiene and Safety program for the University of Maryland 1100 laboratories which included fume hood evaluations, exposure assessments, a laboratory signage program, the implementation of Chemical Hygiene plans and a laboratory management training programs. Ms. Franklin has also conducted and developed numerous training courses.

Education: Ms. Franklin has a BS in Environmental Health from Colorado State University in Ft. Collins, CO., a MS in Work Environment with concentration in Industrial Hygiene/Ergonomics from University of Massachusetts in Lowell, MA., and an MBA from Babson College in Wellesley, MA.

Noted Accomplishments: Published in 2000, Ms. Franklin coauthored *Too Hot to Handle: An Unusual Exposure of HDI in Specialty Painter* (P.J. Franklin; Goldenberg, W.S.; Ducatman, A.M.; Franklin, E.A. s, American Journal of Industrial Medicine, 2000, 37, 431.)

EMILCOTT STAFF RESUME

Name: Laurie deLaski, CIH

Position: Senior Project Manager

Background: Ms. deLaski is a Certified Industrial Hygienist with over 15 years of experience in training, industrial hygiene and safety. Prior to working for Emilcott, Ms. deLaski was the Corporate Safety Director for LabCorp and a Loss Control / IH Specialist with Liberty Mutual Insurance.

Project Experience: In her current position as Senior Project Manager, Ms. deLaski manages a variety of projects such as the development of health and safety programs for industrial clients, consulting engineers and contractors. She is currently working closely with several engineering firms and biotech companies to assess their EHS compliance, prioritize gap closures, and then develop programs and implementation plans for achieving each client's compliance goals. As part of these projects she has developed comprehensive Train-the-Trainer programs to help implement the new EHS programs. Ms. deLaski also evaluates employee exposures to air contaminants in both manufacturing and commercial buildings; conducts facility industrial hygiene and safety audits; and develops/reviews health and safety plans for hazardous waste operations. She has been the key health and safety investigator for program assessment and program implementation at OSHA VPP sites.

Training Experience: Ms. deLaski has completed several customized training projects involving Fortune 500 companies to help them achieve regulatory compliance. Courses were directed at field, manufacturing, construction and supervisory personnel. Topics included ergonomics, LO/TO, confined space, respiratory protection, PPE, Bloodborne pathogens, HazCom, fall protection, asbestos / lead awareness, spill prevention, fire prevention / safety, and general EH&S awareness. Ms. deLaski was a key instructor for a year-long training project completed for Con-Edison of NY involving over 50 sessions covering the topics in 26 different SOPs. In 2000, She also presented the Competent Person in Lead Training for NYCT

Education: Ms. deLaski received a B.A. in Microbiology from SUNY Plattsburgh, with a minor in Chemistry.

Noted Accomplishments: Ms. deLaski was instrumental in assisting one of Emilcott's clients receive Merit, then Star Status under the OSHA VPP.

EMILCOTT STAFF RESUME

Name: Paula Kaufmann, CIH

Position: Senior Project Manager

Background: Ms. Kaufmann is a Certified Industrial Hygienist with over 20 years experience in safety and health issues related to industrial hygiene, emergency response, hazard control, program assessment, toxic chemicals and litigation support. Prior to joining Emilcott, Ms. Kaufmann served as a Senior Staff Industrial Hygienist and Group Head for industrial hygiene and safety support for Exxon Corporation's worldwide operations. Ms. Kaufmann also has eight years experience as an environmental chemist for Stauffer Chemical.

Project Experience: Ms. Kaufmann represents Emilcott as a Sr. Project Manager and principle instructor. She has been the key health and safety investigator for program assessment and comprehensive audits for all kinds of facilities including, laboratories, research and development, chemical storage, and manufacturing. Her work includes comprehensive EHS program assessments, review, development, and documentation supported by employee training. She provides expert EHS guidance to clients to assist them in maintaining compliance with federal, state and local regulations. Ms. Kaufmann specializes in assessing a client's EHS compliance, prioritizing gap closures, then developing programs and implementation plans for achieving compliance goals.

Her recent project experience includes working with several pharmaceutical biotech clients in the NY regional areas to assess current EHS program needs including overseeing IH exposure assessments. She managed a two-year long EHS project for a flavors and fragrances manufacturer in North Jersey facing facility growth issues. Ms. Kaufmann represents Emilcott in a long-term project involving program review and development related to TSCA, SARA and OSHA compliance for a Japanese specialty chemical manufacturer and importer.

Training Experience: Ms. Kaufmann frequently develops and implements EHS programs and training for Emilcott's clients. These include such varying topics as Advanced Industrial Hygiene Monitoring, Respiratory Protection for the U.S. Army, to Competent Person in Lead training for New York City. She helped develop and conducted a "Fundamentals of Industrial Hygiene" course throughout the U.S. for the American Industrial Hygiene Association. She regularly presents the various training courses offered at Emilcott including HAZWOPER, Respiratory Protection and Laboratory Safety, the Chemistry of Hazardous Materials.

Education: Ms. Kaufmann has a B.S. in Chemistry from the University of Florida, and an M.S. in Environmental Health Science from Hunter College, City University of New York.

Noted Accomplishments: While at Exxon she developed and utilized sub-parts per billion ambient air monitoring method for benzene.

EMILCOTT STAFF RESUME

- Name:** Carrie Bettinger, ASP
- Position:** Training Manager; Project Manager
- Background:** Ms. Bettinger is an EHS Consultant with seven year's experience in the areas of industrial hygiene and safety in laboratories and manufacturing operations, radiation exposure, environmental investigations, and hazardous waste operation safety oversight. Prior to joining Emilcott, Ms. Bettinger was a Field Scientist with Environmental Management and Design Services working on radium exposure-related fieldwork at the U.S. Radium Superfund site in Orange New Jersey. Ms. Bettinger also spent 3 years in the environmental laboratory industry working for such companies as Columbia Analytical and Lozier Laboratory where she performed sample analysis and report preparation. Ms. Bettinger was the Quality Control / Health and Safety Officer for Upstate Laboratories, responsible for QA/QC of laboratory practices, state certifications and the laboratories' environmental program and chemical hygiene plan.
- Project Experience:** Ms. Bettinger's project experience includes conducting industrial hygiene air monitoring assessments and surveys at manufacturing and construction projects using a variety of air sampling procedures and direct-reading instruments. Ms. Bettinger has also provided temporary staff support services for two pharmaceutical companies in NJ; six months as a Health and Safety/Laser Safety Officer at Novartis during their downsizing activities, and over two months at Pfizer. For these projects she assisted with manufacturing and laboratory safety oversight, and reviewed and updated procedures in Lockout Tagout, Confined Space, PPE, Respiratory Protection and other H&S areas. Ms. Bettinger participated in an H&S assessment of a medical device manufacturing facility and helped develop the chemical hygiene program for a major generic pharmaceutical company. She recently completed a 2-year exhaust ventilation survey and development of a program to manage laboratory exhaust systems for a major pharmaceutical company in Central NJ.
- Training Experience:** Ms. Bettinger is the Training Manager for Emilcott responsible for scheduling the many open-enrollment and private courses Emilcott conducts throughout the year for its clients. She is instrumental in developing course materials and curriculums. She is routinely the lead instructor for HazWoper, Respiratory Protection, Environmental Regulations, Laboratory Safety and all the construction safety-related courses such as Confined Space Entry, Fall Protection and Excavation/Trenching Safety.
- Education:** Ms. Bettinger has a B.S. in Environmental, Health and Safety Management from Rochester Institute of Technology.
- Noted Accomplishments:** Ms. Bettinger was recently part of a team that provided modified HazWOPER courses to the US Army V Corp Division emergency team. She is an authorized OSHA Construction Standards Outreach Trainer, certified to teach the 10- and 30-Hour H&S in Construction courses.

EMILCOTT STAFF RESUME

Name: David Tomsey

Position: Environmental, Health & Safety Consultant

Background: Mr. Tomsey has over nine years experience in the field of environmental, health and safety. Mr. Tomsey's experience includes performing hazardous materials surveys; remedial investigations; performing soil, surface water, and ground water investigations for underground storage tank projects; environmental oversight; health and safety oversight; and air monitoring. Mr. Tomsey has worked with the New Jersey School Construction Corporation to perform hazardous materials surveys, life safety improvement surveys, sampling and onsite testing, and sub contractor coordination and oversight. Mr. Tomsey has served as the principal investigator and project scientist for long term projects and has been responsible for health and safety oversight of project personnel.

Project Experience: Mr. Tomsey has been working on a long term remediation project in Jersey City, NJ. The project duties include air monitoring, PPE assessments and contractor health & safety oversight. Mr. Tomsey performs daily site audits to insure health and safety compliance and develops corrective action measures for deficiencies.

Other services that Mr. Tomsey routinely provides include EHS Program development for hazardous waste operations and construction activities.

Training Experience: ~~Mr. Tomsey routinely provides tool box trainings, project specific training, and has conducted many of the EHS courses needed to implement programs at client locations.~~

Education: Mr. Tomsey has a B.S. in Environmental Resource Management from Pennsylvania State University.

Noted Accomplishments: Mr. Tomsey participated in the Pennsylvania state program to help local and state agencies reach decisions with the public concerning PA's natural resource and environmental interface, land use, water resources, and the design and evaluation of policies and institutions for managing resources.

EMILCOTT STAFF RESUME

Name: Michael Gfroehrer

Position: EHS Consultant

Background: Mr. Gfroehrer is an EHS Consultant with over 5 years experience in industrial hygiene, indoor environmental quality issues, and health and safety project support. His responsibilities include safety and health program support at hazardous waste operations, manufacturing, and construction sites. He also conducts Indoor Environmental Quality (IEQ) investigations and surveys for a variety of clients including retail and entertainment, hospitals, high tech, and schools. Prior to joining Emilcott, Mr. Gfroehrer was an IH Technician with Air Consulting Services in Hightstown, NJ.

Project Experience: Mr. Gfroehrer's project experience includes IEQ services, mold and asbestos surveys, sample collection and report preparation for a diverse client base in both the public and private sectors. He has conducted ventilation studies in several sensitive environments including acute care healthcare facilities, day care centers, and police stations. He has worked on high profile air quality studies for state and federal government projects as well as several large pharmaceutical firms.

Mr. Gfroehrer is currently part of a team providing Health & Safety Officer oversight services at the Peter Cooper Village / Stuyvesant Town campus which was built on a former Manufactured Gas Plant (MGP) site in NYC. The team is responsible for providing Environmental, Health & Safety (EHS) support to PCVST in conjunction with construction activities that may include replacing water valves throughout the site requiring extensive subsurface excavation at this location. In addition to the full-time EHS support, Emilcott's responsibilities include mobilization and review of the contractor's Site-Specific Health & Safety Plan (SSHASP), providing updates as needed, and conducting air sampling for worker safety and for the Community Air Monitoring Plan (CAMP).

Mr. Gfroehrer also recently completed quarterly lead exposure monitoring for a local steel manufacturer, an IEQ investigation at a premier NYC hospital, and a noise exposure survey for NJ Transit. He also routinely provides IEQ investigations and health and safety surveys at various hotels in NYC for a local union. His project responsibilities include site walk-throughs to determine health and safety issues and IEQ sampling in response to union concerns. Mr. Gfroehrer has also provided EHS staff support for two pharma/biotech firms in North Jersey.

Education: Mr. Gfroehrer has an A.S. in Chemistry from Brookdale Community College in Lindale, NJ.

Noted Accomplishments: Mr. Gfroehrer is a Certified Microbial Remediation Supervisor, and an EPA AHERA Building Inspector.

EMILCOTT STAFF RESUME

Name: Robert Romano

Position: EHS Consultant

Background: Mr. Romano is an EHS Consultant with over 5 years experience in industrial hygiene, environmental issues, and health and safety project support. His responsibilities include safety and health program support at hazardous waste, manufacturing, utility, telecommunication, construction operations, the hotel industry and wastewater treatment facilities. Mr. Romano has conducted more than 1000 loss control/safety audits for general industry and construction companies. He has also performed industrial hygiene sampling and indoor environmental quality assessments in various types of facilities including public schools.

Project Experience: Until recently, Mr. Romano was the manager of a loss control project for a major, New York-based workers compensation provider. His responsibilities included contacting newly insured clients to perform walk-through assessments of their health and safety programs and work procedures. Mr. Romano provided comprehensive reports to the insurance company along with prioritized recommendations. He followed up with the clients to see if the recommendations were implemented. He worked closely with these clients to encourage them to take a serious approach to workplace safety as a way to reduce their Workers Compensation insurance costs. As part of the follow up, Mr. Romano may provide industrial hygiene services or safety consulting / training.

For the past year, Mr. Romano has been the project manager for a H&S Program development project at a wastewater treatment facility in Great Neck, NY. He has reviewed and updated H&S programs where needed, conducted walk-through assessments and inspection and has conducted or coordinated all H&S training on the site for various compliance topics.

Mr. Romano is also the lead industrial hygienist conducting a major exposure assessment program at a steel and iron pipe manufacturing operation. He has also collected numerous industrial hygiene air samples for solvents, acid gases and metals for industrial chemical companies, hazardous waste sites, as well as construction sites. Mr. Romano is part of a team assisting at foam manufacturing facility in North NJ with EHS compliance, performing chemical inventory updates, exposure monitoring, program review and development. Recently, Mr. Romano was also part of a team that completed a comprehensive IEQ survey at a public school system in a major NJ city.

Education: Mr. Romano has a B.S. in Biology from College of Staten Island, an M.S. in Nutrition, from Hunter College, and an M.S. in Environmental, Occupational, Safety, and Health from Hunter College.

Noted Accomplishments: He also was awarded a fellowship for outstanding academic achievement in environmental, health, and safety.

Joe Jones

Need to
Review -
sent in 5/1/07

Cost Review for Work Plan or Amendment

WA #: D004446-6

Date: April 2007

GENERAL COST REVIEW CHECKLIST		Yes	No	Comments
	A complete set of 2.11 Schedules (a) through (h) is attached.	X		
	For multi-site work assignments, schedule 2.11's are broken down by site.			N/A
1.	Schedule 2.11(a)			
	Rates for indirect and fixed fee match contract rates.	X		
	All numbers rolled up into Schedule 2.11(a) add up.	X		
2.	Schedule 2.11(b) - Direct Labor			
	Average reimbursement rates are used for each year. For future years, an escalation factor of 3% has been used.		X	4 % escalation factor used (2008)
	Hours are segregated by year.	X		
	Total cost for each NSPE level is shown.	X		
	Total direct labor costs match amounts on Schedule 2.11(a).	X		
	Total labor hours match hours on Schedule 2.11(h).	X		
	The Principal's (NSPE level 9) labor hours charged to WA is less than 2% of the total time.	X		Overall 0.58 %
3.	Schedule 2.11(b-1) - Direct Administrative Labor Hours			
	Breakdown of Schedule 2.11(b-1) is reasonable, i.e., within acceptable guideline of <4% of overall WA LOE. Justification is attached for any exceedance.	X		Overall 3.72 %
4.	Schedules 2.11(c) and (d) - Direct Non-Salary			
	Rates listed in Schedule 2.11(c) are consistent with contract.	X		
	Rates for in-house and/or miscellaneous costs match contract Schedule 2.10(b).	X		
	Quotes are included for any non-contract item (including equipment purchases & rentals; excluding air fare) >\$1k.	X		See Attached Cost Comparisons
	All costs are allowable, e.g., office telephone and office shipping cannot be reimbursed as a direct cost if included in ICR. If not in ICR, they are included in 2.10(b) or 2.10 (c). Field costs must be receipted.	X		
	Appropriate lodging/per diem/mileage rates are used.	X		
	Rates are approved for consultant-owned equipment Schedule 2.10 (c).	X		
	Total direct non-salary costs match amounts on Schedule 2.11(a).	X		
	Other direct costs (no. of field days, lodging, and field equipment and usage) are reasonable based on field work schedule or supporting documentation.	X		
5.	Schedule 2.11(e) - Cost-plus-fixed-fee subcontracts	Yes	No	Comments
	Proposed subconsultant is on standby, or has DEC-approved rates with another standby consultant.		X	Working on this

	Standby subcontract is active and rates (salary, direct and indirect costs and fixed fee) match.		×	Working on this
	A breakdown of direct non-salary costs in the form of additional Schedule 2.11's is attached if appropriate.			N/A
	Total subcontract amount matches Schedule 2.11(a).	×		
	Subcontractor has justified/obtained adequate quotes for any further subcontracted work.			N/A
	Subcontractor certification(s) have been submitted.		×	Working on this
6.	Schedule 2.11(f) - Unit Price Subcontracts			
	There are quotes for non-standby subcontracts >\$1k. Bids are comparable (quantities and items) and provide unit costs plus job total.	×		See Attached Cost Comparisons
	<i>Standby Drillers</i> (Two phase process) - Costs from at least 3 standbys (or additional quotes from non-standby drillers) are attached. Proper unit costs and mobilization/demobilization costs are used.	×		See Attached Cost Comparisons
	<i>Standby Labs and Data Validators</i> (Used on a rotational basis) - Unit cost per sample match unit cost in their standby contract.	×		
	<i>M/WBE</i> - cost reasonableness of sole source M/WBE contracts <\$10K and are documented.			N/A
	Correct management fee is calculated only on non-professional unit priced subs > \$10k and M/WBE firms from \$1. (Management fee is not allowed on professional engineering firms, architects, or surveyors, unless the contract specifically allows it.)	×		
	Subcontractor certification(s) have been submitted.		×	Working on this
	Justification is attached for any subcontracts >\$100,000 supporting a determination not to design and competitively bid the work through DEC's Remedial Bureau E. Response-type activities (drum removals, soil excavation, and other construction-type activities) typically must be competitively bid.			N/A
7.	Schedule 2.11(g) - Cost Control Report			
	Individual 2.11(g)s equal summary 2.11(g) and costs match 2.11(a).	×		
	PMWP or amendment development costs are within 5% of the total WA or amendment costs. Acceptable justification has been submitted if the percentage exceeds 5%.	×		Overall 3.3%
	PMWP or amendment development costs are limited to preparing a PMWP or amendment. Additional subtasks, if included, have been conceptually approved.	×		
8.	Schedule 2.11(g) Supplemental - Cost Control Report (subs)			
	Schedules include all applicable subcontracts and management fee (for unit price only).	×		
9.	Additional Cost Information/Comments			

03/29/07

ATTACHMENT A

VENDOR RENTED EQUIPMENT COST COMPARISON

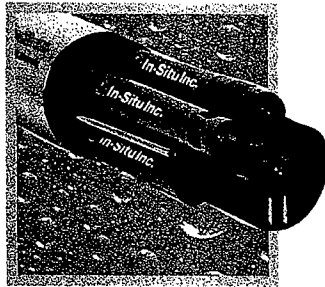
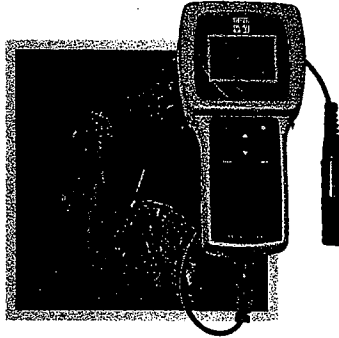
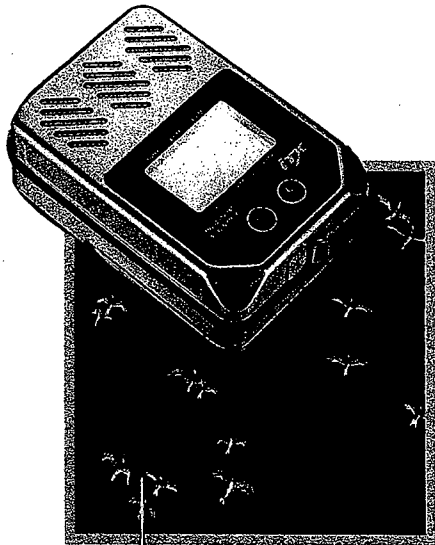
6

**BID EVALUATION FOR FIELD EQUIPMENT, NEW CASSEL INDUSTRIAL AREA SITE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SUPERFUND STANDBY CONTRACT**

ITEM DESCRIPTION	UNIT	QUANT.	U.S. Environmental Rental Corporation		Pine Environmental Services Inc.		Field Environmental Instruments Inc.					
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE				
1 In-Situ Mini Troll	Per Week	1	\$200 ✓	\$200	\$225 ✓	\$225	\$250 ✓	\$250				
2 Hand Held PC	Per Week	1	\$200 ✓	\$200	\$100 ✓	\$100	\$100 ✓	\$100				
3 Horiba U22 Water Quality Meter	Per Week	7	\$250 ✓	\$1,750	\$300 ✓	\$2,100	\$300 ✓	\$2,100				
4 MIE Miniram Digital Dust Indicator	Per Week	7	\$180 ✓	\$1,260	\$190 ✓	\$1,330	\$190 ✓	\$1,330				
TOTAL				\$3,410		\$3,755		\$3,780				



U.S. Environmental Rental Corporation



U.S. Environmental Rentals • Sales • Service

www.usenvironmental.com

Steve Ochs
Regional Sales Manager
sochs@usenvironmental.com

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of Environmental Testing and Sampling Equipment

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Air Quality

1 Day 3 Day Week Month

Landfill Gas Monitors

LANDTEC GA-90

CH₄ (0-100%), LEL, CO₂, Temperature
Static Pressure 0-100" Water Column

\$100 \$175 \$250 \$950

LANDTEC GEM-500

CH₄ (0-100%), LEL, CO₂, Temperature
Static Pressure 0-100" Water Column
Differential Pressure 0-10" Water Column

\$100 \$175 \$250 \$950

LANDTEC GEM-2000

CH₄ (0-100%), LEL, CO₂, Temperature
Static Pressure 0-100" Water Column
Differential Pressure 0-10" Water Column

\$100 \$175 \$250 \$950

LANDTEC Hydrogen Sulfide POD

0-200 ppm

\$25 \$50 \$75 \$225

LANDTEC Carbon Monoxide POD

0-1,000 ppm

\$25 \$50 \$75 \$225

POD: available with all units.

Landfill Monitoring Calibration Gas

Hydrogen Sulfide 58L/103L, 25 ppm, Balance Nitrogen, Disposable

Methane/CO₂ 17L/103L, 50%/35%, Balance Nitrogen, Disposable

17L/103L, 15%/15%, Balance Nitrogen, Disposable

Carbon Monoxide 17L/34L/103L, 50 ppm, Balance Air, Disposable

Call for availability and pricing.

Aerosol Monitors

Thermo pDR-1000AN

Personal DataRAM™

\$60 \$120 **\$180** \$500

• Battery Pack Module

\$20 \$40 \$60 \$180

Thermo pDR-1200

Personal DataRAM™ with Cyclone and Air Pump

\$100 \$200 \$300 \$900

• Battery Pack Module

\$20 \$40 \$60 \$180

Thermo DataRAM 4™ Model DR-2000/DR-4000

Real-Time Area Aerosol Monitor

\$200 \$350 \$500 \$1,500

Includes omni-directional sample inlet.

Thermo DR-AMB

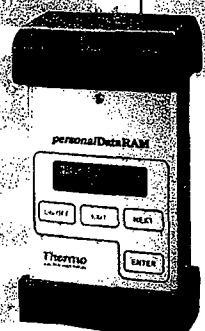
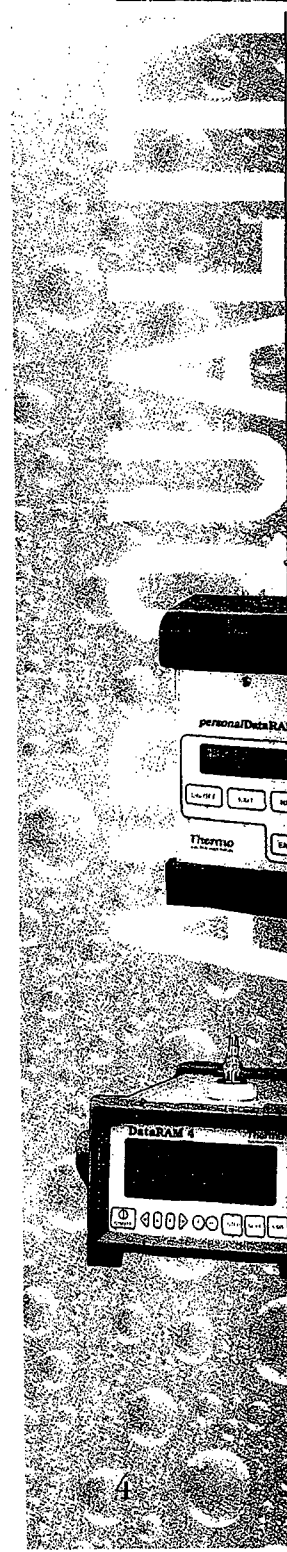
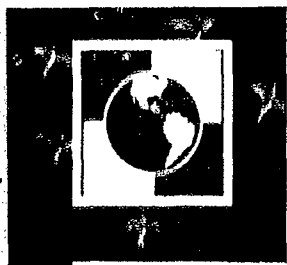
Ambient Sampling Inlet Set

\$30 \$60 \$90 \$270

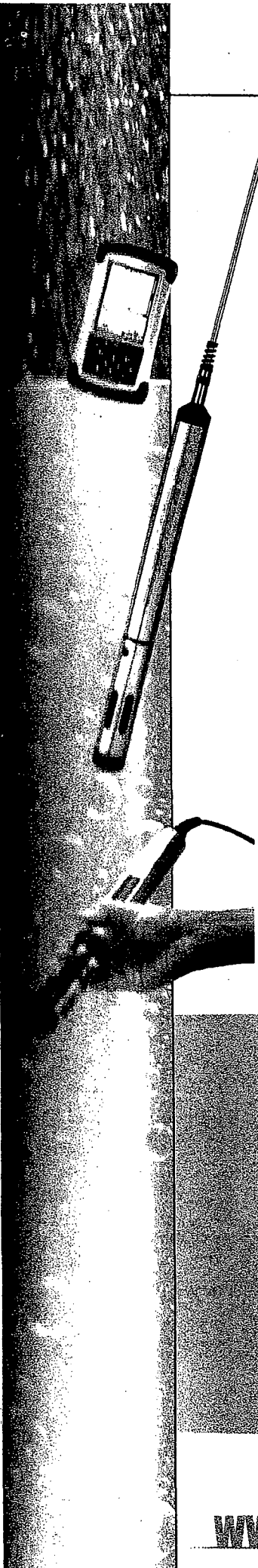
• Individual Accessories

\$20 \$40 \$60 \$180

For use with Thermo DR-2000 or DR-4000. Includes temperature conditioning heater, and 2.5/10 µ in-line impact head.



1-888-550-8100



In-Situ Multi-Parameter TROLL 9000

Data Logger, Pressure Transducer, Water Quality Meter
 1 3/4" Diameter Probe; 30, 100 or 250 psi

pH, ORP 0-14, ±1400 mV
 Conductivity, Temp 0-200 mS/cm, -5°- +50°C
 Dissolved Oxygen 0-20 mg/L, 0-200%
 Turbidity 0-2,000 NTU

1 Day 3 Day Week Month

\$150 \$250 \$400 \$1,200

Includes RuggedReader™, communication cable and software; 15', 25', 50' or 100' cable.

In-Situ Cables

Additional Cables Less Than 100'
 150' - 350'
 500' - 600'

\$25 \$50 \$75 \$225
 \$30 \$60 \$90 \$300
 \$50 \$100 \$150 \$500

In-Situ RuggedReader™

MiniTROLL Display

\$75 \$150 \$200 \$600

Dell

Laptop Computer

\$75 \$150 \$200 \$600

Includes inverter for use with car lighter.

Horiba U-22 with Flow Cell

pH, ORP 0-14, ±999 mV
 Conductivity, Temperature 0-100 mS/cm, -5°- +50°C
 Dissolved Oxygen 0-20 mg/L, 0-100%
 Turbidity 0-1,000 NTU

\$100 \$175 **\$250** \$750

Horiba U-10

pH, Conductivity, Temperature,
 Dissolved Oxygen, Salinity, Turbidity

\$50 \$100 \$150 \$450

YSI Calibration Kits

Small
 Large

\$50
 \$90

Small: 1 pH4, 500 ml
 1 pH7, 500 ml
 1 pH10, 500 ml
 1 Conductivity 1,000 µS/cm, 500 ml
 2 ORP Standard Packets
 4 Calibration Cups

Large: 2 pH4, 500 ml
 2 pH7, 500 ml
 2 pH10, 500 ml
 2 Conductivity 1,000 µS/cm, 500 ml
 5 ORP Standard Packets
 4 Calibration Cups

YSI ORP/Zobell Solution

125 ml (each)

\$35

Turbidity Solution

100 NTU, 250 ml (each)

\$35



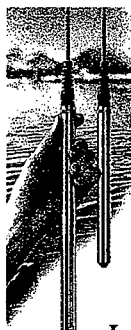
Data Loggers

Includes communication cable and software; 15', 25', 50' or 100' cable.

In-Situ MiniTROLL

Data Logger and Pressure Transducer

3/4" Diameter Probe	30, 100, or 300 psi	\$75	\$150	\$200	\$600
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- Smallest diameter at only 0.72 inches (18.3 mm)
- Powerful on-board data logger – up to 1MB (440,000 data points)
- Linear, linear average, logarithmic and event logging modes
- User-replaceable AA batteries – no need to return to the factory!
- High-quality vented Quick-Connect cable (FEP or Polyurethane) – Fully detachable!
- Ultimate 4-way level compensation including auto barometric compensation
- Vented cable, Direct-Read cables OR suspension by low-cost wire
- Networking and telemetry capable

In-Situ TROLL SP-4000

Data Logger and Pressure Transducer

1 1/2" Diameter Probe	30, 100 or 250 psi	\$50	\$100	\$150	\$450
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In-Situ Multi-Parameter TROLL 9000

Data Logger, Pressure Transducer, Water Quality Meter

1 3/4" Diameter Probe;	30, 100 or 250 psi				
pH, ORP	0–14, ±1400 mV				
Conductivity, Temp	0–200 mS/cm, -5°– +50°C				
Dissolved Oxygen	0–20 mg/L, 0–200%				
Turbidity	0–2,000 NTU	\$150	\$250	\$400	\$1,200

Includes RuggedReader™

Grab onto your data with the new TROLL 9000 Profiler Water Quality System featuring the RuggedReader™. With unsurpassed precision, the TROLL 9000 can measure up to nine parameter simultaneously. The RuggedReader™ displays data in real-time in either meter or graph format and can record snapshots of the data or a continuous log. The RuggedReader™ is easy to hold and showcases the benefits of a field rugged PDA.

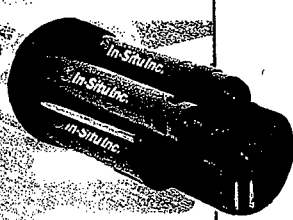
In-Situ announces the release of the NEW Rugged Dissolved Oxygen Sensor or "RDO" exclusively for the Multi-Parameter TROLL 9000. The new RDO sensor utilizes recent advances in lifetime-based optical fluorescence sensor technology to provide an extremely stable, precise and low-maintenance dissolved oxygen sensor. This technology stands to revolutionize the current methods of water quality monitoring by eliminating the need for membranes, stirring, and cleaning while allowing deployment for many months without need for re-calibration.

In-Situ RuggedReader™

MiniTROLL Display	\$75	\$150	\$200	\$600
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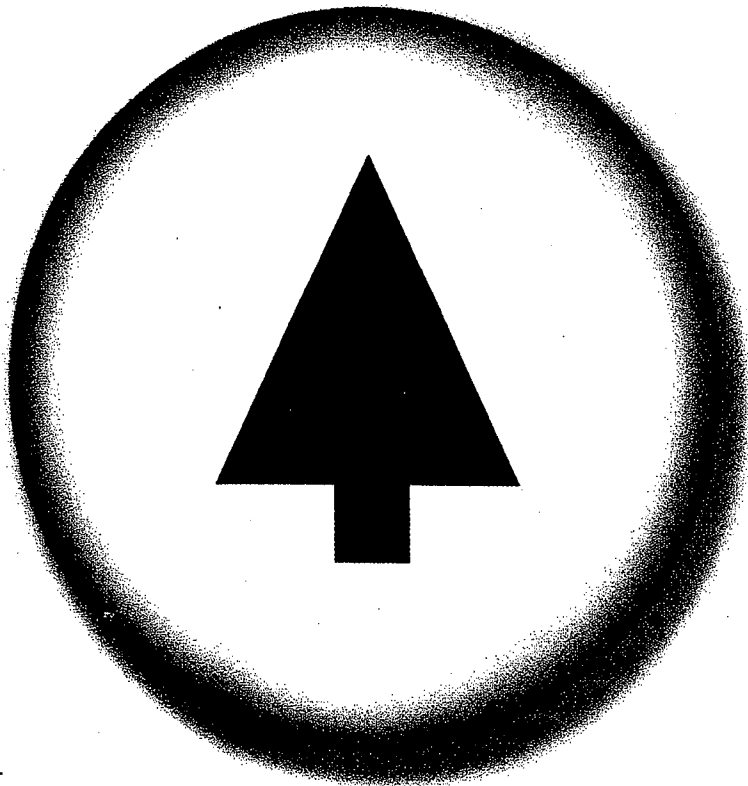
In-Situ Cables

Additional Cables Less Than 100'	\$25	\$50	\$75	\$225
150' – 350'	\$30	\$60	\$90	\$300
500' – 600'	\$50	\$100	\$150	\$500



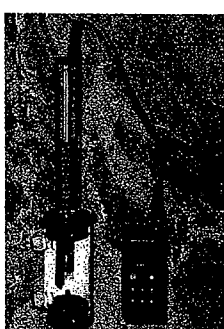
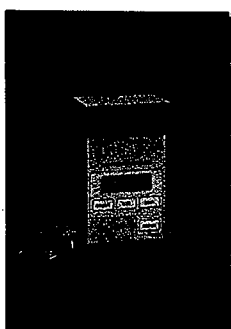
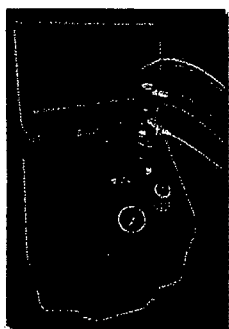
PINE ENVIRONMENTAL

SERVICES, INC.



Sales & Rental Catalog

Volume 4 2003



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Rentals • Sales • Repairs

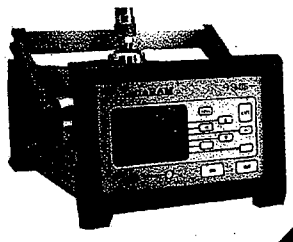


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The Environmental Supply & Support People

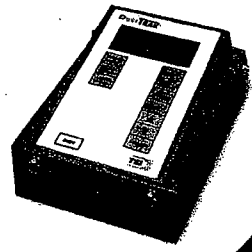
Aerosol Monitor	Daily	Weekly	Monthly
Thermo MIE DR-4000 Data RAM Real-Time Aerosol Monitor <i>Range: 0001 - 400 mg/m³ .08 to 10 µm Particle Size</i>	\$150.00	\$450.00	\$1200.00
Thermo MIE DR-2000 Data RAM Real-Time Aerosol Monitor <i>Range: .1- 999.9 µg/m³ 1.0- 39.99 mg/m³ 40.0 - 399.9 mg/m³ .1 - 10 µm Particle Size</i>	\$150.00	\$450.00	\$1200.00
Option Temperature Conditioning Heater, 115 V	\$10.00	\$30.00	\$90.00
Option In-Line Impactor Head (10 & 2.5 µm)	\$10.00	\$30.00	\$90.00
Option Omni Directional Sampling Inlet	\$0.00	\$0.00	\$0.00
NEW TSI DustTRAK Aerosol Monitor <i>Range: .001 - 100 mg/m³ 0.1 - 10 µm Particle Size</i>	\$100.00	\$300.00	\$900.00
Option TSI DustTrak Environmental Enclosure Model 8520-1	\$15.00	\$45.00	\$135.00
Thermo MIE pDR-1000 Personal Data Ram <i>Range: .001- 400 mg/m³ 0.1 - 10 µm Particle Size</i>	\$75.00	\$190.00	\$570.00
Option Rechargeable battery	\$15.00	\$45.00	\$135.00

Ambient Particulate High Volume Samplers	Daily	Weekly	Monthly
Thermo Andersen PM-10 High Volume Sampler	\$125.00	\$375.00	\$925.00
NEW Thermo Andersen (PUF) Polyurethane Foam Sampling System	\$75.00	\$250.00	\$750.00
Andersen TSP High Volume Air Sampler	\$125.00	\$375.00	\$1125.00

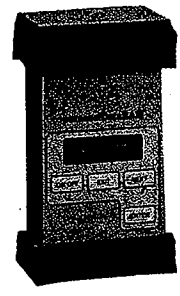
MIE DR-2000



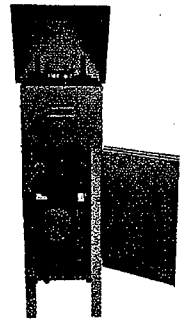
TSI DustTRAK



MIE pDR-1000

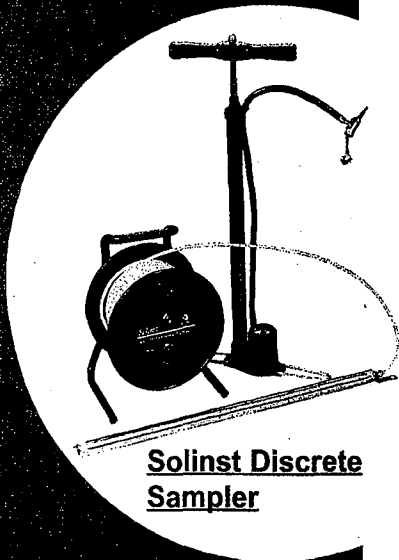


Andersen (PUF)





ISCO 6700



Solinst Discrete Sampler



In-Situ MiniTROLL

Water Sampling

Composite Samplers	Daily	Weekly	Monthly
ISCO 6700 Composite Sampler	\$50.00	\$150.00	\$450.00
ISCO 6712 Composite Sampler	\$50.00	\$150.00	\$450.00
ISCO 3710 Composite Sampler	\$50.00	\$150.00	\$450.00
Sigma Composite Sampler Model 900	\$50.00	\$150.00	\$450.00

Suction line/ strainer and bottle configuration sold separately.

Samplers	Daily	Weekly	Monthly
Solinst Discrete Sampler	\$35.00	\$105.00	\$300.00
Wildco Gravity Corer	\$30.00	\$120.00	\$360.00
Eckman Dredge Sampler	\$30.00	\$120.00	\$360.00
Ponar Dredge Sampler	\$30.00	\$120.00	\$360.00
NEW Global SS101 Storm Water Sampler	\$40.00	\$120.00	\$360.00

Stream Flow Probes	Daily	Weekly	Monthly
NEW Marsh-McBirney Flo-Mate Portable Flowmeter-Model 2000	\$70.00	\$210.00	\$630.00
Global FP101 Water Flow Probe	\$35.00	\$105.00	\$315.00
Global FP201 Water Flow Probe	\$35.00	\$105.00	\$315.00

Dataloggers and Transducers	Daily	Weekly	Monthly
Dataloggers and Transducers		✓	
In-Situ MiniTROLL Datalogger, Professional- 0.72" OD	\$85.00	\$225.00	\$650.00
In-Situ MiniTROLL Datalogger, Standard A- 0.72" OD	\$85.00	\$225.00	\$650.00



Pine Environmental Services, Inc.
The Environmental Supply & Support People

Dataloggers and Transducers Daily Weekly Monthly

Dataloggers and Transducers

In-Situ MiniTROLL Datalogger, BaroTROLL- 0.72" OD	\$35.00	\$105.00	\$315.00
In-Situ TROLL4000 Datalogger- 1.5" OD	\$85.00	\$225.00	\$650.00
In-Situ Hermit 3000 8-channel Datalogger	\$125.00	\$375.000	\$1,000.00
Solinst Level Logger 3001 7/8" OD - MiniLT	\$85.00	\$195.00	\$585.00
Solinst Level Logger 3001 7/8" OD - Barologger	\$35.00	\$105.00	\$315.00
Solinst Level Logger 3001 7/8" OD -LTC Conductivity	\$50.00	\$150.00	\$450.00
In-Situ Submersible Transducers Model PXD-261	\$35.00	\$105.00	\$315.00

Specify PSI and Cable Length when ordering. Standard Poly Cable Lengths available are 25', 50', 75' or 100'.

Communication Kits

In-Situ Pocket PC with Pocket-Situ Software	\$25.00	\$100.00	\$300.00
Laptop Computer	\$50.00	\$150.00	\$450.00



In-Situ Hermit 3000



Solinst Level Logger 3001 7/8"



In-Situ Pocket PC with Pocket-Situ Software

Multi-Parameter Water Quality with Flow Cell **Daily** **Weekly** **Monthly**

Option **YSI 650 MDS Multiparameter Display System** Included with YSI 6-Series Rental.

Option **YSI Flow Cell, 600 XL/ XLM** Included with YSI 6-Series Rental.

Option **YSI Flow Cell, 6820, 6920** Included with YSI 6-Series Rental.

Horiba U-22 Water Quality Monitoring System with Flow Cell with 2 meter cable (longer cable lengths available) \$100.00 \$300.00 \$900.00

- Range: 0-14 pH
- + 1999 mV ORP
- 0 - 9.99 S/ m Conductivity
- 0 - 55 C Temperature
- 0 - 4 % Salinity
- 0 - 800 NTU Turbidity
- 0 - 19.9 mg/L Dissolved Oxygen

Option **Horiba Flow Cell, U-22** Included with Horiba U-22 Rental.

NEW **QED Micropurge Basics MP20 Flow Cell** \$100.00 \$300.00 \$900.00

- Range: 0-14 pH
- ± 999 mV ORP
- 0 - 100 mS/cm Conductivity
- 5 - 50 C Temperature
- 0 - 70 pss Salinity
- 0 - 20 mg/L Dissolved Oxygen

NEW **QED Micropurge Basics MP20 DT Flow Cell** \$125.00 \$375.00 \$1125.00

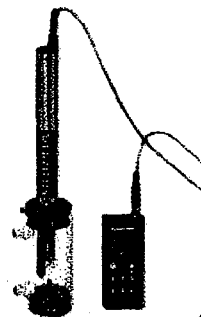
- Range: 0-14 pH
- ± 999 mV ORP
- 0 - 100 mS/cm Conductivity
- 5 - 50 C Temperature
- 0 - 70 pss Salinity
- 0 - 1000 NTU Turbidity
- 0 - 20 mg/L Dissolved Oxygen

Includes Calibration Solutions

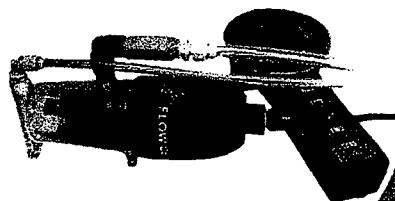
YSI 650 MDS



Horiba U-22



QED MP20



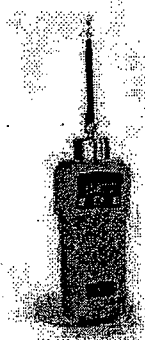
Pine Environmental
The Environmental

Field Environmental Instruments, Inc.

◇ Rentals ◇ Supplies ◇ Sales ◇ Service

Instrument Rental Rates

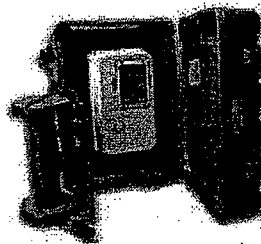
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**Air Monitoring
& Air Quality**



**Water Quality
& Analysis**



**Groundwater
Monitoring & Sampling**



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LANDFILL GAS METERS	DETECTION	DAILY	WEEKLY	MONTHLY
Landtec Model GA-90	(%LEL,%vol CH4, CO2, O2)	\$150.00	\$325.00	\$900.00
Landtec Model GEM-500	(%LEL,%vol CH4, CO2, O2)	\$175.00	\$450.00	\$1,200.00

INDOOR AIR QUALITY	DETECTION	DAILY	WEEKLY	MONTHLY
TSI Model 8340 Veloci Check	(Air Velocity - Intrinsically Safe)	\$25.00	\$75.00	\$225.00
TSI Model 8385 Veloci Calc	(Temp, Velocity, Volumetric Flowrate)	\$35.00	\$105.00	\$315.00
TSI Model 8385A Veloci Calc	(Temp, Velocity, Volumetric Flowrate)	\$35.00	\$105.00	\$315.00
TSI Model 8551 Q-Track	(CO, CO2, Temp, Humidity)	\$75.00	\$225.00	\$675.00
Alnor Thermo-Anemometer	(Air Velocity)	\$25.00	\$50.00	\$150.00
Alnor Velometer 6000AP	(Air Velocity)	\$30.00	\$100.00	\$300.00
RAE Systems IAQRAE	(CO2, CO, VOC, Temp & Humidity)	\$100.00	\$250.00	\$750.00

AEROSOL MONITORS	RANGE	DAILY	WEEKLY	MONTHLY
Casella Microdust Pro	1 mg/m3 - 2,500 mg/m3 (datalogging unit)	\$85.00	\$190.00	\$570.00
Casella Microdust Pro Environmental Enclosure		\$25.00	\$75.00	\$225.00
MIE personal DataRAM (PDR-1000)	.4 - 400 mg/m3 (datalogging unit)	\$85.00	\$190.00	\$570.00
MIE Miniram Model PDM-3	.1 - 100 mg/m3	\$50.00	\$150.00	\$300.00
MIE PDR-1000 Rechargeable Battery Pack		\$15.00	\$45.00	\$135.00

AIR SAMPLING & HAND PUMPS	RANGE	DAILY	WEEKLY	MONTHLY
Apex Sampling Pump	(.005 - 5 lpm)	\$25.00	\$50.00	\$150.00
Blos Dry-Cal DC-1 Calibrator	(5 low flow ranges available)	\$25.00	\$75.00	\$225.00
Gilian Air Sampling Pump (HFS/LFS)	(LFS= 1 - 350 cc) (HFS= .5 - 3.5 LPM)	\$25.00	\$50.00	\$150.00
Gilian Gilibrator Calibration Unit	(2 - 5,000 cc)	\$25.00	\$50.00	\$150.00
Gast/Thomas Air Sampling Pump		\$25.00	\$50.00	\$150.00
Drager Hand Pump	(Drager Tubes Available - Call)	\$10.00	\$25.00	\$75.00
Hi-Q Hi Volume Sampling Pump	(0 - 4.5 cm3)	\$35.00	\$75.00	\$200.00
Paper Holder - 47mm w/ 3/8" male disconnect		\$5.00	\$15.00	\$30.00

MERCURY VAPOR ANALYZER	RANGE	DAILY	WEEKLY	MONTHLY
Jerome Model 411 or Model 431	(0.000 to 1.999 mg/ m3 Hg)	\$150.00	\$325.00	\$975.00

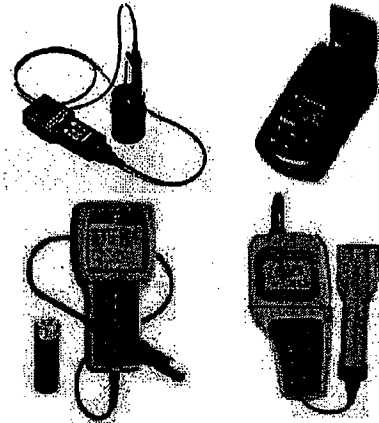
NOISE DOSIMETERS & SOUND LEVEL METERS	DAILY	WEEKLY	MONTHLY
CEL-254 Sound Level Meter	\$35.00	\$105.00	\$300.00
CEL-320 Noise Dosimeter	\$35.00	\$105.00	\$300.00
CEL-360 Noise Dosimeter	\$45.00	\$120.00	\$325.00
CEL Acoustical Calibrator	\$15.00	\$25.00	\$75.00

HEAT STRESS INSTRUMENTS	DAILY	WEEKLY	MONTHLY
Casella Heat Stress Monitor	\$75.00	\$175.00	\$425.00

FIELD ENVIRONMENTAL INSTRUMENTS, INC.

1-800-393-4009

www.fieldenvironmental.com



3

WATER MONITORING EQUIPMENT RENTAL RATES

MULTI-PARAMETER WITH FLOW CELL	PARAMETERS	DAILY	WEEKLY	MONTHLY
Horiba Model U-10	(pH-DO-C-T-S-Turb.)	\$60.00	\$175.00	\$500.00
Horiba Model U-22-2 meter cable	(pH-DO-C-T-S-ORP-TDS-Turb.)	\$125.00	\$300.00	\$900.00
Horiba Model U-22-10 meter cable	(pH-DO-C-T-S-ORP-TDS-Turb.)	\$135.00	\$325.00	\$925.00
Horiba Model U-22-30 meter cable	(pH-DO-C-T-S-ORP-TDS-Turb.)	\$150.00	\$375.00	\$950.00
Horiba Model U-22-100 meter cable	(pH-DO-C-T-S-ORP-TDS-Turb.)	\$175.00	\$400.00	\$1,000.00
Horiba Model U-22 Flow-thru Cell		\$10.00	\$20.00	\$60.00
Horiba U-22 Extension Adapter Software		\$10.00	\$20.00	\$60.00
YSI Model 556 MPS	(pH-DO-C-T-ORP)	\$125.00	\$300.00	\$900.00
YSI Model 556 MPS-10	(pH-DO-C-T-ORP)	\$135.00	\$325.00	\$950.00
YSI Model 556 MPS-20	(DO,pH,C,T,ORP.)	\$150.00	\$350.00	\$975.00
YSI Model 600XL w/650D & Flow thru cell	(pH,C,ORP,T, DO, S)	\$125.00	\$300.00	\$900.00
YSI Model 6820 w/650D & Flow thru cell	(pH,C,ORP,T,DO,S,TURB)	\$150.00	\$450.00	\$1,100.00
YSI Field Cables: Model 600 & 6800 Series-50' & 100' Available		\$25.00	\$50.00	\$150.00

WATER QUALITY INSTRUMENTS	PARAMETERS	DAILY	WEEKLY	MONTHLY
Myron L Ultrameter Model 6P	(pH,Cond,TDS,R,ORP,T)	\$35.00	\$75.00	\$225.00
Oakton Model 310	((pH or ORP, Temp.)	\$25.00	\$50.00	\$150.00
Oakton Model 10	(pH, Cond,Temp.)	\$25.00	\$50.00	\$150.00
Oakton Model 300	(pH, DO, Temp)	\$50.00	\$125.00	\$300.00
Oakton Model DO Meter-Up to 50' Cable	(DO Only)	\$35.00	\$75.00	\$225.00
Horiba D-24-1	(pH-T-Cond)	\$35.00	\$75.00	\$225.00
Horiba D-24-2	(ORP, T, Cond)	\$35.00	\$75.00	\$225.00
Horiba D-25-1	(pH, T, DO)	\$50.00	\$125.00	\$300.00
Horiba D-25-2	(ORP, T, DO)	\$50.00	\$125.00	\$300.00
YSI 50 Series DO Meter (up to 100' cable)	(DO Only)	\$35.00	\$75.00	\$225.00
Lamotte Turbidity Meter Model 2020		\$35.00	\$75.00	\$225.00
Oakton Turbidity Meter		\$35.00	\$75.00	\$225.00

WATER ANALYSIS INSTRUMENTS	REAGENTS	DAILY	WEEKLY	MONTHLY
HACH Spectrophotometer Model DR/2010	Call	\$65.00	\$175.00	\$450.00
Lamotte Smart 2 Colorimeter	Call	\$35.00	\$75.00	\$225.00
Royce Total Suspended Solids Analyzer		\$50.00	\$125.00	\$375.00

Phone: 800-393-4009

www.fieldenvironmental.com

Fax: 412-271-5083

Environmental Equipment & Field Supplies

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WATER LEVEL & OIL/WATER INTERFACE METERS

	DAILY	WEEKLY	MONTHLY
Water Level Meters: up to 400' (Heron, Solinst, Slope, Testwell)	\$25.00	\$50.00	\$150.00
Water Level Meters: 400' - 500' (Heron, Solinst, Slope, Testwell)	\$35.00	\$60.00	\$175.00
Water Level Meter with Temperature Gauge (Heron 300')	\$35.00	\$60.00	\$175.00
Interface Meters: up to 300' (Heron, Solinst, Keck, GeoTech and Testwell)	\$45.00	\$135.00	\$325.00
Interface Meters: 400'+ (Heron)	\$50.00	\$150.00	\$400.00

DATALOGGERS, TRANSDUCERS & COMPUTERS

	DAILY	WEEKLY	MONTHLY
Mini Troll Professional W/ 50' Quick-Connect Cable (Levels and Temp)	\$100.00	\$225.00	\$650.00
Mini Troll Professional W/ 100' Quick-Connect Cable (Levels and Temp)	\$125.00	\$250.00	\$700.00
Mini Troll Professional W/ 200' + Quick Connect Cable (Levels and Temp)	\$150.00	\$275.00	\$750.00
In-Situ Quad Box W/Communication Cables	\$25.00	\$100.00	\$300.00
Solinst Barologger	\$25.00	\$50.00	\$150.00
Solinst Levellogger Model 3001 LT W/O Cable	\$50.00	\$145.00	\$435.00
Solinst Levellogger Model 3001 LT W/ 50' Cable	\$55.00	\$150.00	\$450.00
Solinst Levellogger Model 3001 LT W/100' Cable	\$60.00	\$155.00	\$465.00
Solinst Levellogger Model 3001 LT W/ 200' Cable	\$65.00	\$160.00	\$470.00
Laptop Computer	\$50.00	\$125.00	\$300.00
Compaq Pocket PC with Win-Situ Software and Cables	\$25.00	\$100.00	\$300.00

FLOW PROBES & FLOW METERS

	DAILY	WEEKLY	MONTHLY
Global Water Flow Probe (3' to 6')	\$35.00	\$75.00	\$225.00
GPI Digital Flow Meter	\$25.00	\$50.00	\$150.00

ATTACHMENT B

DRILLER COST COMPARISON

**BID EVALUATION FOR DRILLING SERVICES, NEW CASSEL INDUSTRIAL AREA SITE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SUPERFUND STANDBY CONTRACT**

ITEM DESCRIPTION	UNIT	QUANT.	Delta Well and Pump Company, Inc.		Geologic NY, Inc.		Nothnagle Drilling, Inc.		Parrat-Wolff, Inc.													
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE												
1. A. MOBILIZATION/DEMOLITION, MUD ROTARY PORTABLE PIT SET UP, SECURITY FOR DRILL RIG AND MUD PIT, CONSTRUCTION AND REMOVAL OF DECON PAD, SOUND BARRIER FOR MUD ROTARY DRILLING WELL/BORING SET-UP	Lump Sum	1	\$12,000.00	\$12,000.00	-ELECTED NOT TO BID-		-ELECTED NOT TO BID-		-ELECTED NOT TO BID-													
B.	Lump Sum	2	\$7,500.00	\$15,000.00																		
C.	Per Hour	972	\$40.00	\$38,880.00																		
D.	Lump Sum	1	\$900.00	\$900.00																		
E.	Lineal Foot	64	\$20.00	\$1,280.00																		
F.	Per Well/Boring	9	\$250.00	\$2,250.00																		
2. HOLLOW STEM AUGER DRILLING (1) 0-50 FEET IN DEPTH, (2) 50-100 FEET IN DEPTH, (3) 100-200 FEET IN DEPTH, (4) 200-285 FEET IN DEPTH	Lineal Foot	350	\$18.00	\$6,300.00	-ELECTED NOT TO BID-		-ELECTED NOT TO BID-		-ELECTED NOT TO BID-													
B. 3.25" ID HOLLOW STEM AUGERS	Lineal Foot	350	\$18.00	\$6,300.00																		
(2) 50-100 FEET IN DEPTH	Lineal Foot	700	\$22.00	\$15,400.00																		
B. 3.25" ID HOLLOW STEM AUGERS	Lineal Foot	595	\$40.00	\$23,800.00																		
MUD ROTARY (2) 0-50 FEET IN DEPTH	Lineal Foot	100	\$50.00	\$5,000.00																		
C. 8-INCH DIAMETER BIT	Lineal Foot	100	\$50.00	\$5,000.00																		
(2) 50-100 FEET IN DEPTH	Lineal Foot	200	\$50.00	\$10,000.00																		
C. 8-INCH DIAMETER BIT	Lineal Foot	600	\$50.00	\$30,000.00																		
(2) 100-200 FEET IN DEPTH	Lineal Foot	200	\$50.00	\$10,000.00																		
C. 8-INCH DIAMETER BIT	Lineal Foot	600	\$50.00	\$30,000.00																		
(2) GREATER THAN 200 FEET IN DEPTH	Lineal Foot	600	\$50.00	\$30,000.00																		
C. 8-INCH DIAMETER BIT	Lineal Foot	600	\$50.00	\$30,000.00																		
6. BOREHOLE SAMPLING (C) 100-200 FOOT IN DEPTH, (D) GREATER THAN 200 FOOT IN DEPTH	Per Sample	9	\$400.00	\$3,600.00							-ELECTED NOT TO BID-		-ELECTED NOT TO BID-		-ELECTED NOT TO BID-							
(D) GREATER THAN 200 FOOT IN DEPTH	Per Sample	9	\$450.00	\$4,050.00																		
BOREHOLE SAMPLING (A) 0-50 FOOT IN DEPTH, (B) 50-100 FOOT IN DEPTH, (C) 100-200 FOOT IN DEPTH, (D) GREATER THAN 200 FOOT IN DEPTH	Per Sample	2	\$225.00	\$450.00																		
(B) 50-100 FOOT IN DEPTH	Per Sample	4	\$275.00	\$1,100.00																		
(C) 100-200 FOOT IN DEPTH	Per Sample	10	\$300.00	\$3,000.00																		
(D) GREATER THAN 200 FOOT IN DEPTH	Per Sample	32	\$350.00	\$11,200.00																		
BOREHOLE GAMMA LOGGING (A) 285- FOOT BORINGS, (B) 500-FOOT BORINGS	Lump Sum	7	\$300.00	\$2,100.00																		
(B) 500-FOOT BORINGS	Lump Sum	2	\$500.00	\$1,000.00																		
7. BOREHOLE ABANDONMENT (A) 4 TO 8 INCH DIAMETER BOREHOLE	Per Foot	1,350	\$10.00	\$13,500.00	-ELECTED NOT TO BID-		-ELECTED NOT TO BID-		-ELECTED NOT TO BID-													
8. VERTICAL PROFILE INSTALLATION (A) 2-INCH STAINLESS STEEL SCREEN (TYPE 304), (B) 2-INCH SCHEDULE 40 CARBON STEEL RISER PIPE	Per Foot	5	\$40.00	\$200.00																		
(B) 2-INCH SCHEDULE 40 CARBON STEEL RISER PIPE	Per Foot	295	\$6.00	\$1,770.00																		
16. VERTICAL PROFILE GROUNDWATER SAMPLING (1) (ITEM BILLED USING WELL DEVELOPMENT HOURLY COSTS) SUBMERSIBLE PUMP TO PURGE/COLLECT SAMPLE	Per Hour	224	\$200.00	\$44,800.00																		
19. BACKHOE EXCAVATOR (2) TO TRANSPORT SOIL CUTTINGS TO ROLL-OFF CONTAINER (A) MOBILIZATION AND DEMOBILIZATION, (B) RUBBER TIRE BACKHOE	Lump Sum	1	\$1,200.00	\$1,200.00																		
(B) RUBBER TIRE BACKHOE	Per Hour	220	\$125.00	\$27,500.00																		
21. WATER HAULING (3) (INCLUDES LABOR AND VEHICLE WITH MINIMUM OF 500 GALLON CAPACITY TO SUPPLY AND TRANSPORT WATER)	Per Day	28	\$900.00	\$25,200.00													-ELECTED NOT TO BID-		-ELECTED NOT TO BID-		-ELECTED NOT TO BID-	
15. CONTAINERIZATION OF DRILLING MATERIAL AND STAGING (A) PROVIDE CLEAN EMPTY DOT APPROVED 55 GALLON DRUMS WITH SEALS, BUNGS AND LIDS, (B) FILLING, MOVING AND STAGING 55 GALLON DRUMS ON-SITE ON PALLETS, (C) MOVE FILLED DRUMS TO SECONDARY LOCATION WITHIN 1 MILE OF DRILL SITE	Per 55 Gallon Drum	70	\$50.00	\$3,500.00																		
(B) FILLING, MOVING AND STAGING 55 GALLON DRUMS ON-SITE ON PALLETS	Per 55 Gallon Drum	70	\$30.00	\$2,100.00																		
(C) MOVE FILLED DRUMS TO SECONDARY LOCATION WITHIN 1 MILE OF DRILL SITE	Per 55 Gallon Drum	70	\$35.00	\$2,450.00																		
20. SITE RESTORATION (A) TOPSOIL, (B) GRASS SEEDING, (C) ASPHALT PAVING	Cubic Yard	5	\$30.00	\$150.00																		
(B) GRASS SEEDING	Square Yard	10	\$15.00	\$150.00																		
(C) ASPHALT PAVING	Bag (60 lbs.)	36	\$25.00	\$900.00																		
21. SPECIALTY ITEMS (Road and Hydrant Permits)	Per Permit	9	\$300.00	\$2,700.00																		
22. STANDBY TIME	Per Hour	20	\$150.00	\$3,000.00							-ELECTED NOT TO BID-		-ELECTED NOT TO BID-		-ELECTED NOT TO BID-							
TOTAL				\$327,730.00																		

Notes:

- (1) Estimated hours based on collection of 13 groundwater samples over a 4 day 8-hour period at each temporary vertical profile well.
- (2) Backhoe/Excavator to be used 2 hours a day for a duration of 110 days, to transport soil to roll-off containers. Within 1 mile of drill site.
- (3) Water Hauling is estimated for 2 hours a day for a duration of a 110 days.

Matt DeVinney

From: chris@deltawell.com
Sent: Wednesday, April 25, 2007 4:39 PM
To: MDeVinney@db-eng.com
Subject: Re: 2564: New Cassel Industrial Area

Matt - it all looks good to me. Re the sound barriers. They may be necessary on the mud rotary holes as that rig can be louder than the HSA rig. Really should only need them if we are right in front of someone's house. Again I don't know the setbacks of the houses to the curbs. Hopefully we can be offset somewhat rather than right in front of a house. If we did need them we'd typically need to do about a 32 foot run along the rig between it and the house so if you wanted you could figure a cost of 64 feet at 20.00 per foot as a contingency item.

Quoting MDeVinney@db-eng.com:

> Chris,
>
> Please see our responses below. If you disagree, or believe that the costs
> need to be revised, please give us a call to discuss. Hopefully we can all
> get on the same page again after the long break in this project. Thank you,
>
> MATT DEVINNEY
> Dvirka and Bartilucci Consulting Engineers
> 330 Crossways Park Drive
> Woodbury, New York 11797
> 516-364-9890;9045(Fax)
> mdevinney@db-eng.com
>
>
> -----Original Message-----
> From: chris@deltawell.com [mailto:chris@deltawell.com]
> Sent: Tuesday, April 24, 2007 11:42 AM
> To: MDeVinney@db-eng.com
> Subject: Re: 2564: New Cassel Industrial Area
>
>
> Sorry - I couldn't find my original notes but the only thing I want to
> clarify is the time under Item 16 the hourly rate needs to cover the
> time it takes to prepare the 2" pipe and then install it to the
> initial depth as well as remove it from the hole after the last sample
> is obtained. It also covers the time to pull the temp well up and
> install and remove the 2" pump. Basically It needs to cover all the
> work for the day associated with the sampling. Other items can cover
> any decontamination or IDW handling.
>
> D&B Response: Based upon your discussions with Keith last fall, you
> indicated that the 13 samples from each boring could be completed in 3-4
> days. As a result, we have assumed 4 days per boring, 8-hrs per day and 7
> borings, for 224 hours.
>
> Wanted to confirm the permits as well - if road opening they are all
> Town of Hempstead?
>
> D&B Response: Road opening permits could also be Town of North Hempstead or
> Nassau County, depending upon the final selection of the locations.
>
> You bunched in Hydrant and Road work permits. I would obtain them
> separately on a site by site as needed basis but not knowing the sites
> I would have 9 road and 9 hydrant for 18 total.
>
> D&B Response: We understand that these permits would be obtained

> separately. Based upon your discussions with Keith last fall, the road
> opening permits were approximately \$100 per permit, and we assigned
> approximately \$200 per hydrant. As a result, a total cost of \$300 per
> boring has been allotted for permitting (total \$2,700).
>
> If nearby hydrants are available that would help decrease the water
> hauling item.
>
> D&B Response: Acknowledged. We will leave these costs as is for now since
> we do not know the final locations of the borings.
>
> Finally this pricing did not include any applicable sales tax. I do
> not know if the project is taxable.
>
> D&B Response: The costs of services provided by Delta to D&B for this
> project should not include tax related to the work, as the work is being
> conducted as part of our Standby Contract with the NYSDEC which, as a State
> agency, is exempt from tax.
>
> Also we will obtain any available One-Call-Center markouts but have to
> exclude any sites where the one call center will not/can not mark.
>
> D&B Response: Locations of the borings will generally be within public
> rights-of-way. Delta will be responsible for all utility clearance required
> to conduct the work.
>
> Restoration is also a wild card.
>
> D&B Response: It is our understanding that the provisions included for site
> restoration will be sufficient given the work to be completed. However, we
> understand that unforeseen conditions may warrant additional site
> restoration. Should additional work be required, payment for such work will
> be resolved at that time.
>
> The locations may require the installation of a sound barrier - again
> I don't know the sites. We typically install an 8' high barrier at a
> cost of 20.00 per foot. You may want to put in a line item for that.
>
> D&B Response: We do not have any experience with the requirement to install
> sound barriers for drilling. Have you had some recent experiences where
> this has been required? The locations will likely be in
> residential/commercial areas, and work will be completed during normal
> business hours. If it is absolutely necessary, based upon your experience,
> we will need an estimate to provide the sound barriers at each location.
>
> Quoting MDeVinney@db-eng.com:
>
>> Chris,
>>
>> When do you think you will be able to take a look at the information I
>> e-mailed yesterday? We are trying to get our revised work plan to the DEC
>> as soon as possible. Thanks a lot,
>>
>> MATT DEVINNEY
>> Dvirka and Bartilucci Consulting Engineers
>> 330 Crossways Park Drive
>> Woodbury, New York 11797
>> 516-364-9890;9045(Fax)
>> mdevinney@db-eng.com
>>
>>> -----Original Message-----
>>> From: Matt DeVinney
>>> Sent: Monday, April 23, 2007 9:20 AM
>>> To: 'chris@deltawell.com'
>>> Subject: 2564: New Cassel Industrial Area
>>>
>>> Chris,

>>>
>>> As discussed, attached please find a description of the scope of work
> from
>>> our work plan and the 2.11 form previously submitted to the DEC. Can you
>>> please verify that these costs are those agreed upon between you and
> Keith
>>> back in November before we re-submit for final approval? Thanks a lot,
>>> and please contact me with any questions and/or comments. Thank you,
>>>
>>> << File: Delta Drilling Costs.xls >> << File: Drilling Services Scope
> of
>>> Work.pdf >>
>>>
>>> MATT DEVINNEY
>>> Dvirka and Bartilucci Consulting Engineers
>>> 330 Crossways Park Drive
>>> Woodbury, New York 11797
>>> 516-364-9890;9045(Fax)
>>> mdevinney@db-eng.com
>>>
>>
>
>
>
>



**Dvirka
and
Bartilucci**
CONSULTING ENGINEERS

RECORD OF TELEPHONE CONVERSATION

CALL PLACED TO: Geologic NY, Inc.

CALL PLACED FROM: D+B

DATE: 4/30/07

SUBJECT: New Cassel Industrial Area

TIME: 2:15

TELEPHONE: 607-749-5000

JOB NO.: 8564

Geologic indicated that they will not be providing a quote for the New Cassel Industrial Area project. The work cannot be completed with their in-house equipment, and would need to be done with sonic drilling. As a result, they are electing not to bid after further review.

CC:

Matt DeVinney

From: Steve Dilaura [steved@nothnagledrilling.com]
Sent: Monday, April 23, 2007 11:06 AM
To: MDeVinney@db-eng.com
Subject: RE: 2564: New Cassel Industrial Area

Matt,

Sorry I haven't got back to you sooner. Given the project size, distance from our office and present commitments we will not be submitting a bid. Please give me a call if I can help further with your bidding process.

Thanks
Steve

-----Original Message-----

From: MDeVinney@db-eng.com [mailto:MDeVinney@db-eng.com]
Sent: Friday, April 20, 2007 1:59 PM
To: steved@nothnagledrilling.com
Subject: 2564: New Cassel Industrial Area

Steve,

Sorry for the short notice, but I just found out that we need to get some information back today if possible. Can you let me know what you can provide? Even if the numbers are preliminary, it would still be helpful. Thanks a lot, and please call me if you would like to discuss.

MATT DEVINNEY
Dvirka and Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, New York 11797
516-364-9890;9045(Fax)
mdevinney@db-eng.com

> -----Original Message-----

> From: Matt DeVinney
> Sent: Friday, April 20, 2007 10:08 AM
> To: 'steved@nothnagledrilling.com'
> Subject: 2564: New Cassel Industrial Area

>
> Steve,

>
> As discussed, we have an upcoming project in New Cassel, Long Island that
> will involve the installation of temporary wells and hydropunch sampling,
> borings, shelby tube sampling, gamma logging, etc. I have attached a
> brief summary of the work and a 2.11 form with your unit prices already
> included. We would like Nothnagle to provide a site-specific quote for
> the remaining items.

>
> One thing to note is that we have, for now, inserted your unit price for
> SCH 40 PVC Riser Pipe for the temporary wells. This may not be
> appropriate, and we may need to go with a steel or iron pipe to get more
> strength. Let us know what you think. Please do not hesitate to contact
> me with any questions and/or comments, or to discuss the scope of work.
> Thank you,

>
> << File: Nothnagle Drilling Costs.xls >> << File: Drilling Services
> Scope of Work.pdf >>

>

> MATT DEVINNEY
> Dvirka and Bartilucci Consulting Engineers
> 330 Crossways Park Drive
> Woodbury, New York 11797
> 516-364-9890;9045(Fax)
> mdevinney@db-eng.com
>

Matt DeVinney

From: Bill Morrow [wmorrow@pwinc.com]
Sent: Friday, April 20, 2007 12:01 PM
To: MDeVinney@db-eng.com
Subject: RE: 2564: New Cassel Industrial Area

Matt -

Just confirm, Parratt-Wolff, Inc. does not currently have the capabilities to execute your proposed work scope.

Thank you for your consideration.

Bill

Bill Morrow
Parratt-Wolff, Inc.
PO. Box 56, 5879 Fisher Road
East Syracuse, NY 13057
(800) 782-7260
(315) 437-1429
(315) 437-1770 fax
www.pwinc.com

-----Original Message-----

From: MDeVinney@db-eng.com [mailto:MDeVinney@db-eng.com]
Sent: Friday, April 20, 2007 10:59 AM
To: wmorrow@pwinc.com
Subject: FW: 2564: New Cassel Industrial Area

> Bill,
>
> As discussed, please find attached a description of the work to be
> completed at the New Cassel Industrial Area. It is our understanding that
> you do not have the capability to complete the temporary well installation
> and hydropunch sampling due to the depth of the wells. Please confirm
> this via return e-mail.
>
> Thank you for your time, and hopefully we can work together on the next
> project.
>
> <<Drilling Services Scope of Work.pdf>>
>
> MATT DEVINNEY
> Dvirka and Bartilucci Consulting Engineers
> 330 Crossways Park Drive
> Woodbury, New York 11797
> 516-364-9890;9045(Fax)
> mdevinney@db-eng.com
>

ATTACHMENT C

WASTE DISPOSAL COST COMPARISON

4

**BID EVALUATION FOR WASTE DISPOSAL, NEW CASSEL INDUSTRIAL AREA SITE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SUPERFUND STANDBY CONTRACT**

ITEM DESCRIPTION	UNIT	QUANT.	Brookside Environmental Inc.		Action Trucking		Eastern Environmental Solutions, Inc.		Allied Environmental Group		Coastal Environmental Group, Inc.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1 15 cubic yard container - Delivery	Per Event	3	\$600	\$1,800	\$250	\$750	\$650	\$1,950	\$600	\$1,800	\$625	\$1,875
2 15 cubic yard container - Rental	Per Day	154	\$18	\$2,772	\$10	\$1,540	\$20	\$3,080	\$20	\$3,080	\$25	\$3,850
3 15 cubic yard container - Removal	Per Event	3	\$1,100	\$3,300	\$450	\$1,350	\$950	\$2,850	\$900	\$2,700	\$750	\$2,250
4 Disposal of non-hazardous drill cuttings	Per Ton	80	\$60	\$4,800	\$60	\$4,800	\$68	\$5,440	\$100	\$8,000	\$130	\$10,400
5 Disposal of non-hazardous drill cuttings	Per Drum	70	\$85	\$5,950	\$135	\$9,450	\$100	\$7,000	\$95	\$6,650	\$120	\$8,400
6 Disposal characterization sampling and analysis	Per Sample	4	\$350	\$1,400	\$550	\$2,200	\$825	\$3,300	\$1,000	\$4,000	\$675	\$2,700
TOTAL				\$20,022		\$20,090		\$23,620		\$26,230		\$29,475

Brookside Environmental, Inc.

FAX TRANSMITTAL

Date: 4-20-07

To: Keith Robins / Frank DeVita


Company: D+B

From: Drek Taylor

RE: Drill Cuttings

Fax # _____ Number of pages including cover: 2

As per your request.
Call if questions,



002/002

04/20/2007 FRI 3:45 FAX 516 377 6846 Brookside Environmental →→ D B

**SCHEDULE 2.11 (f) 3
UNIT PRICE SUBCONTRACTS
SUMMARY
NEW CASSEL INDUSTRIAL AREA
Work Assignment Number D004446-6**

<u>NAME OF SUBCONTRACTOR</u>	<u>SERVICES TO BE PERFORMED</u>	<u>SUBCONTRACT PRICE</u>
	Waste Disposal	
	Maximum Reimbursement Rate	Estimated No. of Units
<u>Item</u>	<u>Rate</u>	<u>Total Estimated Costs</u>
15 cubic yard container - Delivery	\$ 600 ⁻ Per event	3 Events 1,800 ⁻
15 cubic yard container - Rental	\$ 18 ⁻ Per day	154 Days 2,772 ⁻
15 cubic yard container - Removal	\$ 1,100 ⁻ Per event	3 Events 3,300 ⁻
Disposal of non-hazardous drill cuttings	\$ 60 ⁻ Per ton	80 Tons 4,800 ⁻
Disposal of non-hazardous drill cuttings	\$ 85 ⁻ Per drum	70 Drums 5,950 ⁻
Disposal characterization sampling and analysis	\$ 350 ⁻ Per sample	4 Samples 1,400 ⁻
		<u>\$ 20,022</u>

TOTAL

Brookside Environmental, Inc.
Richard V. John 4-20-07



Date: Thursday, April 19, 2007

To: D & B
Frank DeVita
Phone: 516-364-9890
Fax: 516-364-9045

From: Action Trucking
Ralph Pantony
Phone: 516-781-3000
Fax: 516-781-3085

Pages: 2

Subject: New Castle Industrial Area

Proposal

Page No.

of

Pages

ACTION TRUCKING
3010 BURNS AVENUE
WANTAGH, NEW YORK 11793

(516) 781-3000 FAX# (516) 781-3085
www.actionhazmat.com

PROPOSAL SUBMITTED TO Dvinka & Bartilucci		PHONE 516-384-9890	DATE 4/19/2007
STREET 330 Crossways Park Drive		JOB NAME Industrial Area	
CITY, STATE AND ZIP CODE Woodbury, NY 11797		JOB LOCATION New Castle	
ARCHITECT Attn: Frank DeVita	DATE OF PLANS fax: 516-384-9045	JOB PHONE	

We hereby submit specifications and estimates for:

We will provide the following services:

Delivery of 15 yard container (3 @ \$250 per container)	\$750.00
Rental charge for containers (154 days @ \$10 per day)	\$1,640.00
Removal & transportation of containers (3 @ \$450 per container)	\$1,350.00
Disposal of non-haz drill cuttings (60 tons @ \$60 per ton)	\$3,600.00
Disposal of non-haz drill cuttings (70 drums @ \$135 per drum)	\$9,450.00
Disposal characterization sampling & analysis (4 samples @ \$550 per sample)	\$2,200.00

The Proposer hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Ralph Pantony
30

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____


Eastern Environmental Solutions, Inc.

"Innovative Solutions for Today's Environmental Concerns"

119 North Phillips Avenue

P.O Box 516

Speonk, New York 11972

Office: (631) 325-2700

Fax: (631) 325-8394

24 Hr Emergency Spill Response • Tank Installations, Abandonment & Removals • Contaminated Soil Excavation & Removal • Groundwater Remediation & Disposal • Well Drilling & Installation • Geoprobe Services • Diffusion Well Installations • Site Restoration • Structural & Content Decontamination • Soil & Groundwater Sampling & Testing • Subsurface Investigations • Vactor® Truck Services • Hydro-Excavation • Roll Off Container Services • Vacuum Tanker Truck Services • RCRA Plant Closures • Industrial Plant Cleaning & Closures • Drywell, Sanitary & Drainage Installations, Cleaning & Repairs • Video Inspections, Manhole Grouting & Root Cutting • Hazardous Waste Removal, Transportation & Disposal • Indoor Air Quality Surveys • Mold & Lead Based Paint Abatement • Environmental Inspections

---FAX TRANSMITTAL---

To:	Frank DeVita	From:	Gary Scoppio
Company:	D&B	Date:	04/19/07
RE:	Proposal	Project:	New Cassel Industrial Area
Fax:	516-364-9045	Pages (including cover):	2
<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply
<input type="checkbox"/> Please Recycle			

Frank,

It was nice speaking with you again.

Attached please find our proposal for the above referenced project.

If you have any questions or if I could be of assistance in any manner please do not hesitate to contact me at any time. We look forward to serving you.

Best regards,
Gary

This teletype is privileged and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this teletype in error, please notify us immediately by telephone and return the original transmission to us by mail without making a copy.

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SCHEDULE 2.11 (F) 3
 UNIT PRICE SUBCONTRACTS
 SUMMARY
 NEW CASSEL INDUSTRIAL AREA
 Work Assignment Number D004448-6

<u>NAME OF SUBCONTRACTOR</u>	<u>SERVICES TO BE PERFORMED</u>	<u>SUBCONTRACT PRICE</u>	
	Waste Disposal		
	Maximum Reimbursement Rate	Estimated No. of Units	Total Estimated Costs
Item			
15 cubic yard container - Delivery	\$ <u>650.00</u> Per event	3 Events	\$ 1,950.00
15 cubic yard container - Rental	\$ <u>20.00</u> Per day	154 Days	\$ 3,080.00
15 cubic yard container - Removal	\$ <u>950.00</u> Per event	3 Events	\$ 2,850.00
Disposal of non-hazardous drill cuttings	\$ <u>68.00</u> Per ton	80 Tons	\$ 5,440.00
Disposal of non-hazardous drill cuttings	\$ <u>100.00</u> Per drum	70 Drums	\$ 7,000.00
Disposal characterization sampling and analysis	\$ <u>825.00</u> Per sample	4 Samples	\$ 3,300.00
TOTAL			\$ 23,620.00



Allied

Environmental Group, Inc.

FACSIMILE COVER SHEET

SEND TO

Company Name _____

Frank De Vito

Attention _____

364-9045

Fax Number _____

Re _____

FROM

Name _____

AAW

Date _____

4/19/97

Telephone Numbers

Phone Number (800) 969-3478

Fax Number (516) 867-6480

Urgent

Reply ASAP

Please Comment

Please Review

[Handwritten mark]

For your information

Total Pages, Including Cover Sheet _____

COMMENTS:

"The Contaminated Soil Specialists"
"A Clean Earth Company"

2163 Merrick Avenue • Merrick, New York 11566
1-800-969-DIRT • 1-516-867-6452 • FAX 1-516-867-6480

NO. 920 P. 1

APR. 19. 2007 8:04AM Paper



**Dvirka
and
Bartilucci**
CONSULTING ENGINEERS

330 Crossways Park Drive, Woodbury, New York, 11797-2015
516-364-9890 • Fax: 516-364-9045

PRIVILEGE AND CONFIDENTIALITY NOTICE
The information in this fax is intended for the named recipients only. It may contain privileged and confidential matter. If you have received this fax in error, please notify us immediately by a collect telephone call to (516) 364-9890 and return the original to the sender by mail. We will reimburse you for postage. Do not disclose the contents to anyone. Thank-you.

D&B FAX NO: (516) 364-9045

DATE: 4/18/07

COMPANY NAME: Allied Waste

ATTENTION: Raymond Alan Parker

FAX NO.: 516 867-4187

FROM: Keith Robins

SUBJECT: Cost estimate

JOB#: _____

NO. OF PAGES: 2
(including cover sheet)

MESSAGE: _____

Alan
As discussed, please provide
cost estimates for the following items
(see attached sheet)

The project is located in New Cassel/Industrial
Area, Long Island, NY.

Please provide costs by the end
of the day on 4/19/07.

Please FAX back to our office
at 516 364-9045. Attention Mr. Frank DeVita.

THANK YOU: Keith Robins



SCHEDULE 2.11 (f) 3
UNIT PRICE SUBCONTRACTS
SUMMARY
NEW CASSEL INDUSTRIAL AREA
 Work Assignment Number D004448-6

<u>NAME OF SUBCONTRACTOR</u>	<u>SERVICES TO BE PERFORMED</u>	<u>SUBCONTRACT PRICE</u>	
<u>Item</u>	<u>Maximum Reimbursement Rate</u>	<u>Estimated No. of Units</u>	<u>Total Estimated Costs</u>
	Waste Disposal		
15 cubic yard container - Delivery	\$ <u>600</u> Per event	3 Events	
15 cubic yard container - Rental	\$ <u>20</u> Per day	154 Days	
15 cubic yard container - Removal	\$ <u>900</u> Per event	3 Events	
Disposal of non-hazardous drill cuttings	\$ <u>100</u> Per ton	80 Tons	
Disposal of non-hazardous drill cuttings	\$ <u>95</u> Per drum	70 Drums	
Disposal characterization sampling and analysis	\$ <u>1000</u> Per sample	4 Samples	
TOTAL			

Keith Robins

From: Richard Silva [rsilva@coastalhazmat.com]
Sent: Wednesday, November 01, 2006 12:01 PM
To: krobins@db-eng.com
Subject: Pricing

Coastal can perform the loading, transportation and disposal for the non-hazardous drill cutting drums. The cost to perform this service, assuming a minimum of 50 drums per pick up is \$120/drum. The drums would have to be accessible and in DOT shippable containers.

Coastal can also provide the transportation and disposal for the roll-off service required. The cuttings must be dry enough to ship.

15cy container drop \$625
15cy container transportation 750
15cy container rental \$25/day
Non-hazardous drill cuttings disposal @ \$130/ton

Analytical requirements would be full TCLP, ignitability, corrosivity, reactivity for each waste stream \$675/sample

If you need a formal proposal or I can be of any further assistance, please feel free to contact me.

From: <FDeVita@db-eng.com>
To: <jgjones@gw.dec.state.ny.us>
Date: 5/1/2007 3:20:42 PM
Subject: New Cassel Industrial Area Operable Unit No. 3 - Final Draft Remedial Design Work Plan (D&B Job No. 2564)

Joe -

Attached please find the revised Schedule 2.11 forms for the above referenced work plan. Below please find a summary of the major changes to the forms as previously submitted:

- * 2.11 (a), Total Work Assignment Price increased from \$676,404 to \$698,418. This is primarily due to an increase in labor for Task 1 given the level of effort required to prepare the project management work plan (PMWP) as a result of the project complexity, as well as, the addition of a \$15,000 allowance for surveying costs associated with pre-design investigation activities.
- * 2.11 (c) and 2.11(c)1, Mileage reimbursement rate increased to \$ 0.485.
- * 2.11 (d)3, total budget decreased to \$3,710 as a result of obtaining competitive quotes for vendor rented equipment.
- * 2.11 (f)2, Drilling costs increased to \$344,116.50 to accommodate for the installation of temporary sound barriers surrounding the mud rotary drill rig, as per the contractor's recommendation, to attenuate noise pollution generated as a result of the work.
- * 2.11 (f)2, Please note that of all the drilling contractors contacted for the purposes of soliciting competitive quotes for performance of the work, Delta Well and Pump Company, Inc. was the only firm to submit a bid. All other firms elected not to bid.
- * 2.11 (f)3, total costs for waste disposal decreased to \$21,023 as a result of obtaining competitive quotes for performance of the work. Brookside Environmental Inc. was determined to be the lowest competent firm capable of performing the work required.
- * 2.11 (f)5, An allowance of \$15,000 has been added to the work assignment budget for surveying costs associated with pre-design investigation activities. The allowance has been included given that the scope of surveying services required is dependant upon the results of the pre-design investigation. Upon soliciting costs for performance of the required services, a bid tabulation will be forwarded to the NYSDEC for approval recommending the lowest bidder qualified to perform the work.
- * 2.11 (g), These forms have been modified accordingly to reflect the changes noted above.

Attached please also find an adobe acrobat file containing the NYSDEC Cost Review For Work Plan Check List (includes cost comparison spreadsheets for equipment and subcontractors) for your files. Should you have any comments/questions concerning the enclosed please do not hesitate to contact me at (516) 364-9890. Thank you.

<<Schdeule 2.11s.pdf>> <<Cost Review for Work Plan Checklist.pdf>>

> FRANK DEVITA
> Dvirka and Bartilucci Consulting Engineers
> 330 Crossways Park Drive
> Woodbury, New York 11797

> 516-364-9890;9045(Fax)
> fdevita@db-eng.com
>

CC: <lmlewis@gw.dec.state.ny.us>, <MWright@db-eng.com>, <PCorrespondence@db-eng.com>

From: Ralph Burger
To: Jones, Joseph
Date: 6/13/2007 8:11:43 AM
Subject: D&B Work Assignment 4446-6 New Cassel Industrial Area OU #3

I reviewed the May 1st submittal and have the following comments:

- 1) What are examples of "miscellaneous supplies" for the \$1,250 shown on 2.11(d)5. Add a footnote to the schedule with examples of supply items.
- 2) Emilcott Associates was budgeted in D&B WA 3600-25 for a lump sum health and safety plan for \$1,500 in 2003 on NCIA. In the current work assignment it is proposed as a cost plus fixed fee subcontractor for \$3,998. Is the work necessary and isn't it simply an update of the old work done previously? Since the indirect cost rate is proposed at 132%, the subconsultant will have to submit an audit of its indirect cost rate and resumes of the proposed staff.
- 3) Delta Well and Pump is proposed for drilling services for \$327,730. If no other quotes were received how does D&B know the costs are reasonable? Was an engineers estimate made prior to requesting quotes? If not, D&B will have to solicit additional quotes to justify cost reasonableness.
- 4) If the surveying services are too unknown at this time to get quotes, the cost will have to be addressed when the scope of work can be more accurately defined either through re-budgeting excess funds from somewhere else in the work assignment or through an amendment. Remove the \$15,000 from the budget and note in it that it will need to be addressed in the future.
- 5) I did not see an M/WBE utilization plan in the draft work plan. This must be added to it as it is a contract requirement.

#25 on done

- 1) what might be the "miscellaneous supplies" $\$1,250$?
examples of?
- 2) Emilotti Assn., Inc. - ^{CFF} a 2.668 multiplier - used before
lump sum on old contract for \$1,500.
- 3) If no other ^{quotes} bids were received for drilling services
how does D+B know the costs are reasonable?
Did they do an engineers estimate prior to requesting quotes?
- 4) If surveying services are unknown at this time, remove the
\$15,000. It can be addressed either through re-budgeting
or a WA amendment.

From: Lisa Lewis
To: Jones, Joseph
Date: 4/19/2007 4:42:48 PM
Subject: Re: D&B overbudget on NCIA work plan costs

Thanks for the update.

>>> Joseph Jones 4/19/2007 4:15 PM >>>

I am attempting to obtain more info from the consultant. Talk to you next week. Enjoy.

>>> Lisa Lewis 04/18/07 10:27 AM >>>

Joe-

Frank DeVita just called to speak with me about the NCIA work plan. He said that the work plan development cost went overbudget by about \$8,000.

If you have the specific info for WHY the cost was increased so much, please forward it to Mike Cruden (and copying me) so that he can approve the higher budget amount. Then the e-mail with approval can be routed around as justification with the final work plan.

Let me know if you need any further information.

Lisa

From: Lisa Lewis
To: KWenz@db-eng.com
Date: 2/16/2007 4:12:53 PM
Subject: RE: Comments on NCIA budget pages - WA D004446-6

Oops, sorry. Yes, I got the signed amendment requests from Rich. They are on routing along with a few others. Hopefully they will all go through, but I've been told we won't hear back for about two months. Thanks for the info on Jimmy's. Have a great weekend! (We're out on Monday, by the way.)

Lisa

>>> <KWenz@db-eng.com> 2/16/2007 3:35 PM >>>

Thanks! I will forward your comments to Frank DeVita, who is managing the NCIA work assignment. Regarding Jimmy's, we received Heidi's okay on the revised pilot test scope of work on Monday afternoon and are working on revising the work plan accordingly. I am hoping to have something to you in a week or two.

Did you ever receive the signed CAP increase requests from Rich? I thought that they were signed but did not receive a copy of any transmittal to you.

Ken

Kenneth P. Wenz, Jr., CPG
Dvirka and Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, NY 11797
Telephone: (516) 364-9890
Fax: (516) 364-9045
kwenz@db-eng.com

-----Original Message-----

From: Lisa Lewis [<mailto:lmlewis@gw.dec.state.ny.us>]
Sent: Friday, February 16, 2007 3:23 PM
To: KWenz@db-eng.com
Cc: Joseph Jones
Subject: Comments on NCIA budget pages - WA D004446-6

Hi Ken-

Sorry for such a delay in getting back to you about this. I actually had most of my review done in December, but then I got caught up in payment stuff.

I know: Excuses, excuses, right?

Anyway, I only have a couple of comments on the New Cassel budget pages:

1. I need to have comparative quotes for the work to be done by Delta Well and Pump and by Coastal Environmental.
2. My calculations show your direct labor cost as a little low on schedule (b). However, I wouldn't bother adjusting anything in the work plans. Just thought I'd point out that I found a discrepancy, but the overall effect on the WA budget would be around \$540 - not worth the effort for NTP approval

purposes. Also, the 2007 rates you used for estimation are actually higher than the CPI-adjusted rates I sent out last month, and we'll only be reimbursing you up to that amount.

That's it for NCIA. I spoke to Joe, and his comments on the technical issues will be forthcoming sometime next week.

One other question: Do you know the status of revised work plans for Jimmy's Dry Cleaner? I submitted comments to you in November (mostly asking for comparative quotes), and I believe Heide Dudek had many technical issues with the plan. Any idea when the requested info/new plan will be sent out?

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601
Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

New
plans
were
expected
3 weeks ago

From: <FDeVita@db-eng.com>
To: <lmlewis@gw.dec.state.ny.us>
Date: 4/10/2007 2:18:59 PM
Subject: RE: NCIA Project Management Work Plan (D&B Job No. 2648)

Lisa -

Your assumption is correct, I took over PM responsibilities for the NCIA project back in November 2006.

I received comments on the NCIA Project Management Work Plan from Joe Jones on April 6, 2007 via regular mail. With regard to Schedule 2.11s, I have your comments from February 16, 2007 and they will be addressed with the revised work plan submission. In the interim, my goal is to submit a revised work plan addressing all comments provided by the NYSDEC by the end of next week. Thanks.

FRANK DEVITA
Dvirka and Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, New York 11797
516-364-9890;9045(Fax)
fdevita@db-eng.com

-----Original Message-----

From: Lisa Lewis [mailto:lmlewis@gw.dec.state.ny.us]
Sent: Tuesday, April 10, 2007 1:54 PM
To: FDeVita@db-eng.com
Cc: MWright@db-eng.com; PCorrespondence@db-eng.com
Subject: RE: Comments on AVM Gowanda amendment budget pages (D&B Job No. 2 593)

Thanks for sending that along, Frank. I forgot to ask you on the phone earlier if you had any updates with NCIA, WA 6? (I think it's your project, but correct me if I'm wrong.) I had sent a couple of budget-related comments to Ken Wenz on 2/16/07, and I believe Joe Jones and/or DOH had quite a few comments to address. Any progress on that one?

Lisa

>>> <FDeVita@db-eng.com> 4/10/2007 1:30 PM >>>
Lisa -

Following up on our conversation earlier this afternoon, below please find responses to the bulleted items in your e-mail dated March 20, 2007:

1. Acknowledged. Future work plans will utilize direct labor costs provided in you correspondence dated February 2, 2007.
2. Acknowledged. Future work plans will utilize a standard reimbursable rate of \$0.485 per mile for both Prime and Subconsultant.
3. As per your conversations with Maria Wright, a copy of the subcontract agreement with Om P. Popli, including price tables, will be

forwarded to your attention upon receipt of all related information from Om P. Popli. Also, as requested, the subcontract agreement will be forwarded as an adobe acrobat file.

4. Based on a review of the available information, it appears that Centek Laboratories was directly contracted for analysis of soil vapor samples to accommodate schedule needs presented by the NYSDEC.

Should need any additional information please do not hesitate to contact me at (516) 364-9890. Thanks again!

FRANK DEVITA
Dvirka and Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, New York 11797
516-364-9890;9045(Fax)
fdevita@db-eng.com

-----Original Message-----

From: Lisa Lewis [mailto:lmlewis@gw.dec.state.ny.us]
Sent: Tuesday, March 20, 2007 1:41 PM
To: FDeVita@db-eng.com
Cc: MWright@db-eng.com; Jeffrey McCullough
Subject: Comments on AVM Gowanda amendment budget pages

Hi Frank-

I reviewed the budget pages for the AVM Gowanda amendment and found them to be acceptable for routing. There were a few rate adjustments which could be made (see below), but since the overall effect on the work plan budget would be minimal, I see no need for the adjustments at this point.

* On Schedules (b) and (b-1), the 2007 rates used are higher than what will be reimbursed. Please refer to my February 2 letter citing CPI adjustment of direct labor costs which gives the reimbursable amounts for each NSPE level. Do not bother to correct the schedules/rates for the purpose of this amendment, but do utilize them for future work plans.

* On Schedules (c) and (e), the incorrect mileage rates are used. Effective January 1 of this year, the standard reimbursable rate is \$0.485 per mile. Schedule (c), although not being used for this assignment, still has the old rate of \$0.445 per mile on it, and Schedule (e) has too high of a rate in place (\$0.75 per mile). Again, do not bother to adjust Schedule (e) at this point because the difference would only be approximately \$93; just realize that reimbursement will only be up to the state rate of \$0.485, both for Prime and Subconsultants.

* In the subcontracts recently submitted to CPS, I don't see an agreement with O.M. Popli. Please submit a copy of D&B's active contract with Popli, including price tables. (PDF would be great.)

* Since Centek Laboratories are not a standby subcontractor with D&B (and also not M/WBE), I will need to have a minimum of 3 comparable quotes for the work they are going to do and/or already did on this assignment. (Their Schedule (f) says November and December 2006.)

I will prepare the amendment for routing as is but won't send it out until I receive the documents from you as stated above. Please let me know if you have any questions.

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601
Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

CC: <jgjones@gw.dec.state.ny.us>, <MWright@db-eng.com>, <PCorrespondence@db-eng.com>

From: Lisa Lewis
To: kwenz@db-eng.com
Date: 2/16/2007 3:23:24 PM
Subject: Comments on NCIA budget pages - WA D004446-6

Hi Ken-

Sorry for such a delay in getting back to you about this. I actually had most of my review done in December, but then I got caught up in payment stuff.
I know: Excuses, excuses, right?

Anyway, I only have a couple of comments on the New Cassel budget pages:

1. I need to have comparative quotes for the work to be done by Delta Well and Pump and by Coastal Environmental.

2. My calculations show your direct labor cost as a little low on schedule (b). However, I wouldn't bother adjusting anything in the work plans. Just thought I'd point out that I found a discrepancy, but the overall effect on the WA budget would be around \$540 - not worth the effort for NTP approval purposes. Also, the 2007 rates you used for estimation are actually higher than the CPI-adjusted rates I sent out last month, and we'll only be reimbursing you up to that amount.

That's it for NCIA. I spoke to Joe, and his comments on the technical issues will be forthcoming sometime next week.

One other question: Do you know the status of revised work plans for Jimmy's Dry Cleaner? I submitted comments to you in November (mostly asking for comparative quotes), and I believe Heidi Dudek had many technical issues with the plan. Any idea when the requested info/new plan will be sent out?

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601
Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

CC: Jones, Joseph

New York State Department of Environmental Conservation

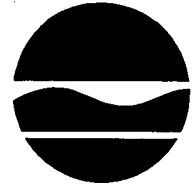
Division of Environmental Remediation

Bureau of Program Management, Room 1224

625 Broadway, Albany, New York 12233-7012

Phone: (518) 402-9764 • FAX: (518) 402-9722

Website: www.dec.state.ny.us



Denise M. Sheehan
Commissioner

August 4, 2006

Mr. Richard M. Walka
Dvirka & Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, NY 11797-2015

Dear Mr. Walka:

Re: **Standby Contract**
Work Assignment #D004446-6
New Cassel Industrial Area (OU 3)
Site Nos. 1-30-043A-V, Nassau County

Enclosed is a copy of a State Superfund Work Assignment (WA) for the above referenced sites. Please acknowledge receipt by returning a signed copy of this letter to me within one week of receipt.

This WA has been identified by an alpha-numeric designation denoting the Dvirka & Bartilucci Consulting Engineers D/C contract number and sequential number of this WA. Although this letter authorizes the expenditure of Work Plan Development Cost funds, these funds will not be available for payment until the Office of the State Comptroller (OSC) encumbers monies for this WA (generally this takes four weeks).

Project Name:	New Cassel Industrial Area
W.A. Number:	D004446-6
Site Numbers:	1-30-043A-V
Operable Unit No.:	03
Program Element:	Remedial Design (RD)
NYSDEC Project Manager:	Joseph Jones
Phone Number:	(518) 402-9621

Work Plan Development Cost Authorization (Task 1):	\$ 9,600
Estimated Work Assignment Budget (Tasks 2-5):	\$622,400
Total Estimated Work Assignment Budget (All Tasks):	\$632,000

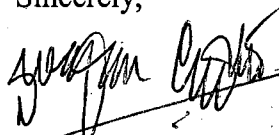
Also enclosed is a copy of the work plan development schedule. All efforts should be made to adhere to it. Final work plans and budgets are to be developed so that a Notice to Proceed can be issued within a maximum of 90 days. Failure to do so may result in termination of this WA and will affect your firm's receipt of future work assignments.

A work plan submitted to the Department should include the following items:

1. **Description of major tasks and subtasks.**
2. **Detailed work assignment progress schedule with milestones.**
3. **Identification of areas of work requiring subcontracting.**
4. **A detailed work assignment budget** broken down by tasks and subtasks (using schedule 2.11 in the contract) in accordance with the contract's budget reporting requirements, utilizing cost rates and factors contained in the base contract (see Article 4 of contract), applied to the approved level-of-efforts. Schedule 2.11(b) must include all labor hours inclusive of administrative labor hours which should be presented separately in Schedule 2.11(b-1).
5. **A staffing plan** identifying management and technical staff and their responsibilities (submit resumes only for unapproved employees).
6. **A final M/WBE Utilization Plan** identifying subcontracts most likely to result in M/WBE utilization to be submitted to this office within two weeks.

If you have any questions concerning contractual procedures, please contact Ms. Lisa Lewis at (518) 402-9601. If you have any questions concerning WA-related technical issues, please contact the New York State Department of Conservation project manager identified in this letter. Please submit five (5) double-sided copies of the Work Plan and all responses on this WA to me.

Sincerely,



Swapn Gupta, P.E.

Acting Chief

Contracts and Payments Section
Bureau of Program Management

Enclosure

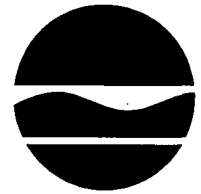
Date Received and Accepted: AUGUST 9, 2006

Signature of Consultant: Harold M. Walker

ec: J. Jones, PM
L. Lewis, CM
S. Gupta
C. Vasudevan
G. Bobersky
B. Moulhem
T. Wolosen
W. Parish, Region 1

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

Remedial Bureau A
625 Broadway, 11th Floor
Albany, New York 12233-7015
Phone: (518) 402-9625 • Fax: (518) 402-9022
Website: www.dec.state.ny.us



Denise M. Sheehan
Commissioner

MEMORANDUM

TO: Salvatore Ervolina, Assistant Division Director, DER

FROM: Chittibabu Vasudevan, Bureau Director

SUBJECT: Conceptual Approval Memo for Proposed Engineering Standby Contract
Work Assignment - Sites No. 130043A-V, New Cassel Industrial Area Sites, OU3

DATE: July 17, 2006

Site No., Name and Location: Sites No. 130043A-V, New Cassel Industrial Area Sites, OU3,
New Cassel Industrial Area, Town of North Hempstead, Nassau County

Program Element: Remedial Design

Project Duration: One - Two Years

Contractor: Dvirka & Bartilucci

Estimated WA Budget: The Work Assignment budget will total approximately \$632,000 with
work plan development cost of \$9,600.

Funding Source: State Superfund

Brief Project Description: Based on the Remedial Investigation and the Feasibility Study, the
NYSDEC issued a Record of Decision, dated November 7, 2003, which identified the selected
remedy for the Off-Site Groundwater South of the New Cassel Industrial Area. The selected
remedy is full plume remediation of upper and deep portions of the aquifer (to 225 feet below
ground surface) with in-well vapor stripping/localized vapor treatment.

ec: D. Weigel
G. Bobersky
D. Finlayson
S. Gupta
J. Jones

**SUPERFUND STANDBY CONTRACT WORK ASSIGNMENT
ENGINEERING SERVICES FOR DESIGN
CONTRACT TYPE: COST PLUS FIXED FEE**

Site Name: New Cassel Industrial Area Sites, Sites No. 130043A-V, Off-Site Groundwater South of the New Cassel Industrial Area, Operable Unit No. 3

NYSDEC Project Manager: Joseph G. Jones

I. SITE HISTORY AND BACKGROUND

The New Cassel Industrial Area (NCIA), NYSDEC Site No. 1-30-043, is located in the Town of North Hempstead, Nassau County (Figure 1). It encompasses approximately 170 acres of land. It is bounded by the Long Island Railroad to the north, Frost Street to the east, Old Country Road to the south, and Grand Boulevard to the southwest. The NCIA is a heavily developed industrial and commercial area. Development in this area dates back to the 1950's and many of the properties have housed various businesses over the years. The topography is generally flat. A total of seventeen (17) sites within the NCIA were listed as Class 2 sites in the New York State Registry of Inactive Hazardous Waste Disposal Sites (the Registry). The listing of the 17 Class 2 sites occurred between May 1995 and September 1999. Of the 17 Class 2 sites, three (3) were investigated and delisted from the Registry. Two sites were investigated, remediated and delisted from the Registry. Another site was investigated, remediated and reclassified as a Class 4 site.

This work assignment addresses off-site groundwater contamination that has migrated from the Class 2 sites within the NCIA. In general terms, the area to be remediated includes the commercial and residential areas south of Old Country Road and Grand Boulevard. The properties along Old Country Road are primarily commercial with residential neighborhoods to the south. The area south of Grand Boulevard and the area north of the NCIA are also residential areas.

Potential remedial alternatives for Operable Unit No. 3 of the New Cassel Industrial Area sites were identified, screened and evaluated in a Feasibility Study (FS). Based on the Remedial Investigation (RI) and the FS, the NYSDEC issued a Record of Decision (ROD) dated November 7, 2003, which identified the selected remedy for the Off-Site Groundwater South of the New Cassel Industrial Area. The selected remedy is: Full plume remediation of upper and deep portions of the aquifer (to 225 feet below ground surface) with in-well vapor stripping/localized vapor treatment. The major elements of the selected remedy, as presented in the ROD, are as follows:

- A remedial design program to verify the components of the conceptual design and provide the details necessary for the construction, operation, and maintenance and monitoring of the remedial program. Any uncertainties identified during the RI/FS process will be resolved;
- Installation of one 225-ft vapor stripping well with ancillary systems, for the purpose of a pilot study, to determine the radius of influence and the number of additional stripping wells needed;
- Based on the pilot test data, the effectiveness of the in-well vapor stripping system will be evaluated. If, for engineering or economic reasons, in-situ treatment should prove to be less practical, ex-situ extraction and treatment (treatment at the surface, possibly at a centralized location) will be substituted without impairing the overall effectiveness of treatment system;

- Based on the results of the pilot test, design and installation of three (3) additional 225-ft vapor stripping wells, four (4) 200-ft vapor stripping wells, and three (3) 140-ft vapor stripping wells, plus their ancillary systems. Actual number and locations of these wells will be determined by the pilot test results. The wells will be placed approximately as shown in Figure 22 in the Record of Decision, subject to revision due to the results of the pilot test, the final design parameters and access restrictions;
- Operation and maintenance of the treatment system until the remediation goals are achieved or the NYSDEC and NYSDOH determine that further operation of the treatment system is not necessary;
- Continued monitoring of two (2) existing Bowling Green Water District supply wells, located directly downgradient of the NCIA;
- Installation of nine (9) new monitoring wells at locations downgradient of Old Country Road;
- Implementation of a long term groundwater monitoring program requiring quarterly sampling of nine (9) new and thirteen (13) existing groundwater monitoring wells for the first two years and periodically thereafter, and;
- Institutional controls in the form of existing use restrictions limiting the use of groundwater as a potable or process water without necessary water quality treatment as determined by the Nassau County Department of Health from the affected areas.

II. SCOPE OF WORK AND TASK DESCRIPTION

Under this work assignment, the Engineer shall prepare the remedial design including contract documents consisting of a performance specification and plan for the New Cassel Industrial Area Operable Unit 3. The areas affected by the contaminant plumes are delineated in Figures 3-9 in the Record of Decision. The remediation shall be based upon the November 2003 Record of Decision for this site.

The Engineer shall review the progress and cost of the services under this Work Assignment on a continuing basis.

The Engineer shall submit a Monthly Cost Control Report for this Work Assignment pursuant to Schedule 2 of the contract. This Report shall also update the cost information in Schedule 2.

The Engineer shall also submit a quarterly report providing a description of the Engineer's utilization of MBE/WBE firms on this Work Assignment. The quarterly reports are to be submitted on Form 101 and are due before the seventh day of the month following the end of the quarter. In addition to Form 101, the report will include the names of the MBE/WBE firms, subcontracts and purchase orders awarded to these firms, scope of work performed, cost of work performed to date, and actual dollar amounts and percent of work assignment costs paid to these MBE/WBE firms to date. This report shall include invoices from the MBE/WBE firms and copies of cancelled checks paid to the MBE/WBE firms. The Engineer shall also report on such other matters related to Affirmative Action goals and requirements established by the contract as the NYSDEC may require.

The Engineer shall submit a Monthly Project Report for this Work Assignment that must describe, by task, compliance with the Progress Schedule, accomplishments, problems, and projected changes in the scope of services.

The Engineer shall submit a Progress Schedule Update which indicates the schedule for completion of work, including milestones required by this Work Assignment, along with the Monthly Cost Control Report and the Monthly Project Report. The Progress Schedule Update will be a bar chart representing graphically the starting date, duration, and finishing date for each task identified in the work assignment. A single starting date and a single finishing date shall be shown for each task. The current status and projected time to completion shall be shown on each bar.

The Engineer shall deliver to the NYSDEC preliminary or final reports or specifications in an electronic format that complies with the Division of Environmental Remediation's Electronic Document Standards or as otherwise directed by the NYSDEC. All data generated under this Work Assignment shall be submitted in an electronic data deliverable (EDD) that complies with the Division of Environmental Remediation's Electronic Data Warehouse Standards or as otherwise directed by the NYSDEC.

The Engineer shall deliver to the NYSDEC copies of all preliminary and final reports, plans, drawings, and specifications which are required by Schedule 1 of the contract and the Work Assignment, and by the Progress Schedule developed pursuant to Article 10 of the contract. All documents delivered which are not in final form shall contain a statement on the title page setting forth the percentage of work which has been accomplished and the percentage of work which remains to be completed before the document will be in final form.

At the time of completion of Work Assignment services, the Engineer shall deliver to the NYSDEC the original copies, two reproducible copies, plus additional copies, of all final plans, drawings, specifications, computations, designs, construction data, reports, record drawings, and all other documents and data pertaining to the work which is the subject of this Work Assignment to the extent that the information has not already been furnished. Engineer shall provide electronic versions of technical specifications (MS Word or Corel Word Perfect) and construction contract plan drawings and/or other site drawings (AutoCad).

Project documents and data shall at all times be the property of the NYSDEC. In the event that this Work Assignment is terminated for any reason, the documents and data pertaining to the work on the Work Assignment shall be delivered to the NYSDEC within ten calendar days after the receipt by the Engineer of notice of such termination.

All engineering reports, plans and specifications submitted to the NYSDEC shall bear thereon the signature and stamp of the Engineer, registered as a New York State Professional Engineer. All maps submitted to the NYSDEC shall bear the signature and stamp of the Engineer or of a land surveyor currently authorized and licensed to practice land surveying in New York. All engineering data submitted to the NYSDEC shall be certified by the Engineer.

If an individual Engineer signs and stamps reports, maps, plans and specifications, and/or certifies engineering documentation and data, such Engineer must be a Professional Engineer currently licensed and authorized to practice engineering in New York State.

Failure by the Engineer to provide the NYSDEC with any documents, stamped documents, data or certifications required by this Work Assignment, shall be cause for withholding all further payments due under this Work Assignment. If the NYSDEC terminates this work assignment because the Engineer withheld any of the above, the provisions of this Work Assignment relating to compensation shall not apply. Any additional costs incurred by the NYSDEC as a result of a delay will be deducted from any payment due to the Engineer.

The Engineer shall be permitted to retain for record purposes copies of all material given to the NYSDEC.

Task 1: Work Plan Development

This work assignment authorizes the expenditure of funds, up to an estimated ceiling, for the purpose of preparing a work plan. The Engineer shall budget work plan resource expenditures to prepare an approvable work plan within the estimated ceiling. Costs which exceed the estimated ceiling will not be reimbursed unless written approval from the NYSDEC is given prior to the expenditure of costs beyond the cost ceiling.

The Engineer shall acknowledge receipt of this work assignment by returning to the NYSDEC's Authorized Representative a signed copy of this work assignment within 10 calendar days after its receipt. Upon receipt of this work assignment, the Engineer shall begin work immediately to prepare a detailed work plan to accomplish this work assignment.

No work may begin under a work plan until the NYSDEC's Authorized Representative has issued the written approval of the work plan and has issued a written notice to proceed.

Work assignments shall not change any of the terms and conditions of the contract.

The Engineer shall prepare and submit as part of the work plan, a Progress Schedule for the completion of services required by this Work Assignment. The Progress Schedule shall identify, for the purpose of payment in accordance with Article 6(c); dates for milestone activities or deliverables that were identified by the NYSDEC's Project Manager in this Work Assignment. The Progress Schedule, including milestones, may be altered only with the written approval of the NYSDEC.

The Engineer shall review the November 2003 Record of Decision, the September 2000 Final RI/FS Report, and additional groundwater monitoring reports prepared for the NYSDEC by its consultant between the issuance of the FS and the present. The Administrative Record for the site and other site documents are available at the NYSDEC central office for review by the Engineer.

Within 14 calendar days of the issuance of this work assignment, the Engineer's Project Manager and Lead Design Engineer shall participate in a scoping meeting at the site with NYSDEC representatives. The Engineer shall submit a detailed outline of the proposed activities to be completed along with a list of all deliverables and a project schedule. Any issues that will result in a significant change to the project budget will be resolved after the scoping meeting.

Within 28 calendar days after receipt of this work assignment, the Engineer shall submit a work plan, as defined in Article 1(h) of the contract, to the NYSDEC's Project Manager. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate prepared in conformance with the requirements of Schedule 2 and Articles 4 and 5 of the Contract. The proposed work plan shall include a description and purpose of the tasks, a detailed schedule with milestones and deliverables, a staffing plan, a budget, and a list of proposed subcontractors including a MBE/WBE - EEO Plan. The Engineer shall identify any other offices that will be involved in this project and the extent of their involvement. Once an approvable work plan is produced, a Notice to Proceed will be issued by the NYSDEC.

Task 2: Predesign Investigations

The elements of a remedial design program to verify the components of the conceptual design as specified in the ROD, and provide the details necessary for the construction, operation, and maintenance and

monitoring of the remedial program, will be outlined and included in the performance specification and plan. The performance specification and plan shall include pre-design investigations needed to determine parameters necessary to design the groundwater treatment system. Steps necessary to resolve any uncertainties will be identified, and provision for their completion made in the performance specification and plan.

New Cassel Industrial Area Groundwater Monitoring Wells MW-1 through MW-9, and Bowling Green Water District Guard Wells EW-1B, EW-2B, EW-1C and EW-2C will be sampled. The samples will be analysed for VOCs, pH, Temperature, Specific Conductivity, Turbidity, Dissolved Oxygen, eH, Ferrous Iron, Total Organic Carbon, Alkalinity, Chlorides, Nitrates, Sulfates, CO2 and Methane. Groundwater elevations in each monitoring well at the time of sampling will be recorded.

In order to confirm and refine the areas and depths to which remediation of the contaminant plume will be carried out, and to confirm the appropriateness of the selected remedy as specified in the ROD, additional profiling of the aquifer will be performed in the area of concern. Nine (9) groundwater and geologic profiles will be performed, at least two (2) of which will be carried out to a depth of 500 feet below ground surface. The total profile length for the nine (9) profiles is authorized up to 3,000 feet. During the profiling, groundwater samples will be taken at 20 foot intervals from the top of the water table to the bottom of the boring. This will require taking approximately 100 samples. Analysis will include VOCs and other parameters as deemed appropriate to support the performance specification and plan. In addition, geologic profiling of the aquifer will be carried out to determine aquifer characteristics to the extent necessary to support the performance specification and plan. Boring, profiling and sampling method will be chosen by the contractor in consultation with the NYSDEC project manager. Waste cuttings and/or fluids will be containerized and stored at a predetermined staging area prior to off-site disposal.

A Pre-Design Investigation Report will be prepared and submitted to the NYSDEC within 4 weeks of completion of the Pre-Design Investigation field work. The report will contain maps showing the locations of all groundwater monitoring wells sampled, all borings undertaken and any storage areas utilized. The Report will provide all analytical results and all profiles taken. The report will contain a brief analysis of the results, and a preliminary recommendation for the area to be remediated, depths of remediation and remedial method to be further developed in the performance specification and plan.

Task 3: Performance Specification and Plan

Using the information found in the New Cassel Industrial Area OU-3 RI/FS report, the Record of Decision, and Pre-Design investigations, the Engineer shall prepare performance specification and plan for the purpose of competitively bidding the selected remedy in conformance with New York State laws, rules, regulations and guidelines. All New York State Standards, Criteria and Guidelines identified in the RI/FS shall be analyzed and incorporated into the design by the Engineer. The documents shall conform to the selected remedy in the Record of Decision as refined by the pre-design investigations.

The Engineer shall submit to the NYSDEC's Project Manager three (3) copies of draft performance specification and plan when the performance specification and plan is 30% complete. The Engineer shall have verified the existing field conditions such as the condition of drainage structures, property lines, and any conditions that would affect the implementation of the selected remedy. Supporting data, documentation, and calculations in support of the performance specification and plan shall be provided with the documents defining the functional aspects of the project.

The Engineer shall submit to the NYSDEC's Project Manager three (3) copies of draft performance specification and plan when the performance specification and plan is 60% complete. Documentation similar to the final design stage will be required.

Upon completion of the performance specification and plan, the Engineer shall submit to the NYSDEC for review, three (3) copies of the final performance specification and plan and Engineer's estimates, supporting data/documentation, and calculations in the format of a design report. Prior to this submittal, the Engineer shall have thoroughly coordinated and cross-checked the bid form, specifications, and drawings to ensure consistency. These documents will include all remedy components and will include a project pre-bid cost estimate. The project pre-bid estimate shall be supported by quantity take off sheets and the basis for the development of unit and lump sum prices used in the estimate. The performance specification and plan shall identify and the Engineer will assist in securing any access agreements, easements or permits needed for construction of the selected remedy.

Written comments on the various submissions will be provided by the NYSDEC describing the changes required to consider the performance specification and plan acceptable for bidding. The Engineer shall incorporate all comments from the NYSDEC into the final plans and specifications and a NYS Professional Engineer employed by the Engineer shall sign and stamp the performance specification and plan. The final performance specification and plan shall also use the NYSDEC boiler plate and include a schedule, MBE/WBE goals and the necessary bid forms. After approval of the final design by the NYSDEC, the Engineer shall submit one (1) copy of the final performance specification and plan for NYSDEC review. Upon the return of this copy to the Engineer, the Engineer shall submit seventy-five (75) signed and stamped copies of the performance specification and plan for bidding.

Task 4: Citizen Participation

The NYSDEC considers citizen participation to be an important and integral part of the inactive hazardous waste site remedial program. The NYSDEC is committed to carry out an aggressive, proactive program that emphasizes two-way communication and the involvement of all interested or affected citizens in the decision-making process throughout the site investigation and remediation program.

The Engineer will assist the NYSDEC in performing citizen participation activities. The Engineer will plan to attend at least one (1) public meeting as part of these activities. The Engineer shall answer questions raised at the public meeting that concern the performance specification and plan, the design of the project, construction techniques and the project scheduling. The Engineer shall record all questions and comments raised at the public meeting and submit the list of questions and comments to the NYSDEC within two (2) working days. This task will be implemented upon written authorization from the NYSDEC.

Task 5: Pre-Award Services

The Engineer shall provide support services to the NYSDEC for the purpose of competitively bidding the remediation contract. The Engineer shall assist the NYSDEC in advertising the project in a manner consistent with New York State Procurement laws and regulations.

The Engineer shall assist the NYSDEC in conducting one (1) mandatory pre-bid conferences with prospective bidders. At the pre-bid conference, the Engineer will emphasize to the prospective bidders important items of the project, tour the project site, and answer any questions. The Engineer will prepare and supply meeting minutes to the NYSDEC.

The Engineer will prepare any necessary addenda to the performance specification and plan for the timely transmittal by the NYSDEC to prospective bidders. The Engineer shall respond to the NYSDEC in writing to questions from prospective bidders.

The Engineer shall review all plans required by the contract documents and submitted by the contractors with the bids, including but not limited to, the health and safety plan, off-site disposal facilities, plan of operations, progress schedule, sampling plan, and the Quality Assurance/Quality Control Plan, submitted by the apparent lowest responsive bidder. The bids should be evaluated for potential problems such as front-end loading and lowballing.

The Engineer shall review health and safety plans prepared by Engineers/Contractors. The purpose of this review is to confirm that health and safety plans provide adequate on-site protection for NYSDEC employees working on project sites. The review of "off-site" community and the environment health and safety plans must be by qualified and experienced health and safety professionals. They must have six years or more of health and safety experience, two of which should be in hazardous waste management, preferably in site remediation activities involving compliance with all requirements of 29 CFR Part 1910.120. One of the following certifications is required:

Designation	Certifying Body
Certified Safety Professional	American Board of Certified Safety Professional
Associate Safety Professional	American Board of Certified Safety Professional
Certified Safety Executive (CSE) Certification Board	World Safety Organization, Accreditation &
Certified Safety Manager (CSM) Certification Board	World Safety Organization, Accreditation &
Certified Safety Specialist (CSS) Certification Board	World Safety Organization, Accreditation &
Certified Industrial Hygienist (CIH)	American Board of Industrial Hygiene

III. ESTIMATE OF WORK ASSIGNMENT BUDGET

The budget estimate for this work Assignment is presented in the following table.

Task	Description	LOE (hours)	Labor Cost	Subcontracts/ Other Costs	Total
1	Work Plan Development	120	\$9,600	\$0	\$9,600
2	Predesign Investigations	300	\$24,000	\$0	\$24,000
	Monitoring Well Sampling	30	\$2,500	\$5,000	\$7,500
	Boring and Profiling	240	\$20,000	\$480,000	\$500,000
	Sample Analysis			\$25,000	\$25,000
3	Performance Specification and Plan	500	\$39,900	\$5,000	\$44,900
4	Citizen Participation	60	\$5,000	\$1,000	\$6,000
5	Pre-Award Services	115	\$14,000	\$1,000	\$15,000
	TOTALS	1365	\$115,000	\$517,000	\$632,000

IV. PERIOD OF PERFORMANCE

The remedial design work assignment shall be completed within 486 days of the receipt of the work.

V. WORK PLAN DEVELOPMENT COST AUTHORIZATION

The Engineer is authorized to spend up to \$9,600 to perform Task 1.

VI. PROJECT SCHEDULE WITH MILESTONES

	<u>Milestone / Deliverable</u>	<u>Days *</u>
0	Receipt of Work Assignment	0
1	Scoping Meeting	14
2	Work Plan Submission**	28
3	NYSDEC Review	42
4	Final Work Plan Submission**	49
5	Notice to Proceed	63
6	Pre-design Investigations Begin	70
7	Pre-design Investigations Complete	208
6	30% Design Submission**	264
7	NYSDEC Review	292
8	60% Design Submission	340
9	NYSDEC Review	361
10	Final Design Submission**	382
11	Bid Opening/Review	441
12	Contract Award	486

* - From receipt of work assignment: assumes Notice to Proceed is issued on day 63.

** - Signifies a milestone activity that triggers performance reviews and evaluations.

OU-5

The NYSDEC listed the site as a Class 2 site on the Registry in 1999. The NYSDEC negotiated a Order with the PRP to conduct a RI/FS which was signed in March of 2000. An IRM to contaminated material from an on-site drywell was completed in May 2002. Based on the resul IRM, a no further action ROD was signed in March 2003, and the site was delisted from the Re September 2003. This site is considered to be a contributor to the central groundwater plume.

3.2.1.15: Tishcon Corporation Site at 29 New York Avenue (Site No. 1-30-043V)

This site is located at 29 New York Avenue in the central part of the NCI, is approximately one. is occupied by a single building. The site was developed in 1952, and was used to manufacture el equipment until the late 1970s, after which it was occupied by Tishcon from 1979-1991. The site to Equity 1 Associates in 1991.

This site was listed on the Registry as a Class 2 site in 1995 as part of the Tishcon Corporation at E Avenue site. The 29 New York Avenue site was investigated further as part of another PSA cond 1996. A soil/sediment sample from an on-site catch basin had 1,1,1-TCA-related compounds above guidelines. Based on these results, the NYSDEC listed the Tishcon Corporation at 29 New York site as a separate Class 2 site on the Registry in March 1998. The RI report was received by NYS December 1999. An IRM was carried out in August 2000, consisting of the clean out of a cesspo site. Based on the results of the IRM, a no further action ROD for this site was signed in March 2 the site was delisted from the Registry in December 2002. This site is considered to be a contribut central groundwater plume.

SECTION 4: ENFORCEMENT STATUS

Potentially Responsible Parties (PRPs) are those who may be legally liable for contamination at a s may include past or present owners and operators, waste generators, and haulers.

The following sites are considered to be contributors to the western plume. The PRPs for the wester sites, documented to date, include:

Site # 1-30-043A, IMC Magnetics

PRP: IMC Magnetics

Consent Order Index Number	Subject	Date
WI-0750-96-02	OU1RI/FS	2/96
WI-0750-00-03	OU2RD/RA	4/01

Site # 1-30-043B, Atlas Graphics

PRP: Atlas Graphics, Inc.

Consent Order Index Number	Subject	Date
WI-0861-99-16	RD/RA	9/00

DO COI for this
ASAP
Need CA memo
Sub's approval

Site # 1-30-043P, 118-130 Swalm St.

PRP: Barouh Eaton Allen Corp.

Consent Order Index Number	Subject	Date
WI00816-97-09	RI/FS	10/98

Site # 1-30-043S, 299 Main St.

PRP: 2632 Realty Development Corp.
2632 Realty Development Corp.

Consent Order Index Number	Subject	Date
WI-0843-98-06	RI/FS	5/99

The following sites are considered to be contributors to the central plume. The PRPs for the central plume sites, documented to date, include:

Site # 1-30-043C, Tishcon at 125 State St.

PRP: Tishcon Corp.

Consent Order Index Number	Subject	Date
WI-0757-95-05	RI/FS	6/96
WI-0757-98-02	RD/RA	5/98

Site # 1-30-043D, Arkwin Industries

PRP: Arkwin Industries Inc.

Consent Order Index Number	Subject	Date
WI-0754-95-06	OU1RI/FS	7/96
WI-0861-00-02	OU1RD/RA	2/02

Site # 1-30-043E, Tishcon at Brooklyn and New York Avenue PRP: Tishcon Corp.

Consent Order Index Number	Subject	Date
WI-0758-95-05	OU1RI/FS	6/96
WI-0799-97-06	OU2RI/FS	1/98
WI-0799-98-02	OU1RD/RA	5/98
WI-0799-00-03	OU2RD/RA	1/03

Site # 1-30-043K, Former LAKA Industries

PRPs: LAKA Tool & Stamping Inc.

LAKA Industries, Inc.

DermKraft, Inc.

No Consent Order is associated with this site.

Site # 1-30-043U, 36 Sylvester St.

PRP: Grand Machinery (owner)

Consent Order Index Number	Subject	Date
WI-0863-00-01	RI/FS	3/00

Site # 1-30-043V, Tishcon at 29 New York Ave. PRP: Tishcon Corp.

Consent Order Index Number	Subject	Date
WI-0828-98-05	FRI/FS	5/98

The following sites are considered to be contributors to the eastern plume. The PRPs for the eastern plume sites, documented to date, include:

Site # 1-30-043H, Utility Manufacturing Wonder King

PRPs: Nest Equities, Inc. (owner)

Wilbur Kranz,(operator)

Utility Manufacturing Co.

Consent Order Index Number	Subject	Date
WI-0785-97-06	RI/FS	1/97

Site # 1-30-043I, Former Autoline Automotive

PRPs: K.B. Company (owner)

Filco/Cobra, Inc., Formerly known as (fka) Autoline Automotive Corp. (former occupant)

Fabric Bonanza, fka National Bassen Textiles Inc. (former occupant)

101 Frost Street Associates LP. (Current Occupant)

Consent Order Index Number	Subject	Date
WI-0799-00-05	RD/RA	1/03

Site # 1-30-043L, 89 Frost Street

PRPs: Adchem Corp. (former occupant)
Jerry Spiegel (former owner)
Emily Spiegel Trust et al
89 Frost Street Associates (former owner)
Millenium Realty, LLC (Current owner)

Consent Order Index Number	Subject	Date
WI-0799-00-05	RD/RA	01/03

Site # 1-30-043M, Former Applied Fluidics

PRPs: Applied Fluidics, Inc.
AFI Corp.
LeBlari Associates, L. P.
Emily Spiegel, Trust, et al.
Next Millenium Realty, LLC.

Consent Order Index Number	Subject	Date
WI-0893-01-07	RD/RA	01/03

The PRPs declined to implement the off-site groundwater RI/FS at the site when requested by the NYSDEC. After the remedy is selected, the PRPs will again be contacted to assume responsibility for the remedial program. If an agreement cannot be reached with the PRPs, the NYSDEC will evaluate the site for further action under the State Superfund. The PRPs are subject to legal actions by the state for recovery of all response costs the state has incurred. Please refer to Table 1 for a summary of the remedial activities and enforcement status.

SECTION 5: CONTAMINATION

A remedial investigation/feasibility study (RI/FS) has been conducted to evaluate the alternatives for addressing the significant threats to human health.

5.1: Summary of the Remedial Investigation

The purpose of the RI was to define the nature and extent of groundwater contamination that is migrating from all Class 2 sites within the NCIA.

State funded remedial investigations at the NCIA began in 1995. Major investigations included the sampling of 41 groundwater monitoring wells in the summer of 1996 by NYSDEC personnel, additional groundwater monitoring during the summer of 1997 which included the sampling of eleven hydropunch (a sampling method appropriate for deeper sampling in the Long Island geological environment) locations south of Old Country Road and Grand Boulevard, and the installation of two pairs of early warning groundwater monitoring wells upgradient of the Bowling Green water supply wells in the summer of 1998. The next phases of the off-site groundwater investigation were conducted during April of 1999, August of 1999, and

New York State Department of Environmental Conservation

Division of Environmental Remediation

Bureau of Program Management, Room 1224

625 Broadway, Albany, New York 12233-7012

Phone: (518) 402-9764 • FAX: (518) 402-9722

Website: www.dec.state.ny.us



Denise M. Sheehan
Commissioner

July 20, 2006

Mr. Richard Walka
Dvirka & Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, NY 11797-2015

Dear Mr. Walka:

Re: Remedial Design Work Assignment for **New Cassel Industrial Area (OU 3)**, Site Nos. 1-30-043A-V, Nassau County

The Department is contemplating issuing a work assignment for the above-referenced sites. The following are, to the best of our knowledge, the known potentially responsible parties (PRPs):

- IMC Magnetics
- Atlas Graphics, Inc.
- Barouh Eaton Allen Corp.
- 2632 Realty Development Corp.
- Tishcon Corp.
- Arkwin Industries, Inc.
- LAKA Tool & Stamping, Inc.
- LAKA Industries, Inc.
- DermKraft, Inc.
- Grand Machinery
- Nest Equities, Inc.
- Wilbur Kranz
- Utility Manufacturing Co.
- Filco/Cobra, Inc. (formerly Autoline Automotive Corp.)
- Fabric Bonanza (formerly National Bassen Textiles, Inc.)
- 101 Frost Street Associates, LP
- Adchem Corp.
- Jerry Spiegel
- Emily Spiegel Trust et. al.
- 89 Frost Street Associates
- Millennium Realty, LLC
- Applied Fluidics, Inc.
- AFI Corp.
- LeBlari Associates, LP
- Next Millennium Realty, LLC
- K.B. Company

Please review your firm's contractual status with the above PRP(s), sign the enclosed **Conflict of Interest Certification** and return it to me within five (5) working days of receipt of this letter. If you have any questions, I can be reached by phone at (518-402-9601) or by e-mail at (lmlewis@gw.dec.state.ny.us).

Sincerely,

Lisa M. Lewis
Contracts & Payments Section
Bureau of Program Management
Division of Environmental Remediation

Enclosure

ec: J. Jones



Conflict of Interest Certification

The undersigned, representing **Dvirka and Bartilucci Consulting Engineers**, hereby certifies for the **New Cassel Industrial Area** sites:

- 1) That I have been informed by the New York State Department of Environmental Conservation who the known potentially responsible parties are for the subject sites, and
- 2) That to the best of my knowledge, **Dvirka and Bartilucci Consulting Engineers** and the employees of the firm to be assigned to this project have no conflict of interest with the work proposed at these sites, and
- 3) That **Dvirka and Bartilucci Consulting Engineers** presently has no contracts with, nor imminent prospects of contracts with, potentially responsible parties associated with the above-named sites, and
- 4) That **Dvirka and Bartilucci Consulting Engineers** has no responsibilities to potentially responsible parties associated with the above-named sites.

Dvirka and Bartilucci Consulting Engineers also agrees to be bound by provisions of Appendix B, Section II of the Standby Contract between the Department and **Dvirka and Bartilucci Consulting Engineers** (D/C Contract #D004446).

Certified By:



Signature of Consultant

DVIRKA and BARTILUCCI CONSULTING ENGINEERS

Consulting Firm

JULY 24, 2006

Date

New York State Department of Environmental Conservation

Division of Environmental Remediation

Bureau of Program Management, Room 1224

625 Broadway, Albany, New York 12233-7012

Phone: (518) 402-9764 • FAX: (518) 402-9722

Website: www.dec.state.ny.us



Denise M. Sheehan
Commissioner

August 4, 2006

Mr. Richard M. Walka
Dvirka & Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, NY 11797-2015

Dear Mr. Walka:

Re: **Standby Contract**
Work Assignment #D004446-6
New Cassel Industrial Area (OU 3)
Site Nos. 1-30-043A-V, Nassau County

Enclosed is a copy of a State Superfund Work Assignment (WA) for the above referenced sites. Please acknowledge receipt by returning a signed copy of this letter to me within one week of receipt.

This WA has been identified by an alpha-numeric designation denoting the Dvirka & Bartilucci Consulting Engineers D/C contract number and sequential number of this WA. Although this letter authorizes the expenditure of Work Plan Development Cost funds, these funds will not be available for payment until the Office of the State Comptroller (OSC) encumbers monies for this WA (generally this takes four weeks).

Project Name:	New Cassel Industrial Area
W.A. Number:	D004446-6
Site Numbers:	1-30-043A-V
Operable Unit No.:	03
Program Element:	Remedial Design (RD)
NYSDEC Project Manager:	Joseph Jones
Phone Number:	(518) 402-9621

Work Plan Development Cost Authorization (Task 1):	\$ 9,600
Estimated Work Assignment Budget (Tasks 2-5):	\$622,400
Total Estimated Work Assignment Budget (All Tasks):	\$632,000

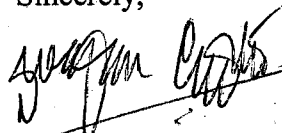
Also enclosed is a copy of the work plan development schedule. All efforts should be made to adhere to it. Final work plans and budgets are to be developed so that a Notice to Proceed can be issued within a maximum of 90 days. Failure to do so may result in termination of this WA and will affect your firm's receipt of future work assignments.

A work plan submitted to the Department should include the following items:

1. **Description of major tasks and subtasks.**
2. **Detailed work assignment progress schedule with milestones.**
3. **Identification of areas of work requiring subcontracting.**
4. **A detailed work assignment budget** broken down by tasks and subtasks (using schedule 2.11 in the contract) in accordance with the contract's budget reporting requirements, utilizing cost rates and factors contained in the base contract (see Article 4 of contract), applied to the approved level-of-efforts. Schedule 2.11(b) must include all labor hours inclusive of administrative labor hours which should be presented separately in Schedule 2.11(b-1).
5. **A staffing plan** identifying management and technical staff and their responsibilities (submit resumes only for unapproved employees).
6. **A final M/WBE Utilization Plan** identifying subcontracts most likely to result in M/WBE utilization to be submitted to this office within two weeks.

If you have any questions concerning contractual procedures, please contact Ms. Lisa Lewis at (518) 402-9601. If you have any questions concerning WA-related technical issues, please contact the New York State Department of Conservation project manager identified in this letter. Please submit five (5) double-sided copies of the Work Plan and all responses on this WA to me.

Sincerely,



Swapan Gupta, P.E.

Acting Chief

Contracts and Payments Section

Bureau of Program Management

Enclosure

Date Received and Accepted: _____

Signature of Consultant: _____

ec: J. Jones, PM
L. Lewis, CM
S. Gupta
C. Vasudevan
G. Bobersky
B. Moulhem
T. Wolosen
W. Parish, Region 1

New York State Department of Environmental Conservation

Division of Environmental Remediation

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Denise M. Sheehan
Commissioner

July 20, 2006

Mr. Richard Walka
Dvirka & Bartilucci Consulting Engineers
330 Crossways Park Drive
Woodbury, NY 11797-2015

Dear Mr. Walka:

Re: Remedial Design Work Assignment for **New Cassel Industrial Area (OU 3)**, Site Nos. 1-30-043A-V, Nassau County

The Department is contemplating issuing a work assignment for the above-referenced sites. The following are, to the best of our knowledge, the known potentially responsible parties (PRPs):

- IMC Magnetics
- Atlas Graphics, Inc.
- Barouh Eaton Allen Corp.
- 2632 Realty Development Corp.
- Tishcon Corp.
- Arkwin Industries, Inc.
- LAKA Tool & Stamping, Inc.
- LAKA Industries, Inc.
- DermKraft, Inc.
- Grand Machinery
- Nest Equities, Inc.
- Wilbur Kranz
- Utility Manufacturing Co.
- Filco/Cobra, Inc. (formerly Autoline Automotive Corp.)
- Fabric Bonanza (formerly National Bassen Textiles, Inc.)
- 101 Frost Street Associates, LP
- Adchem Corp.
- Jerry Spiegel
- Emily Spiegel Trust et. al.
- 89 Frost Street Associates
- Millennium Realty, LLC
- Applied Fluidics, Inc.
- AFI Corp.
- LeBlari Associates, LP
- Next Millennium Realty, LLC
- K.B. Company

Please review your firm's contractual status with the above PRP(s), sign the enclosed **Conflict of Interest Certification** and return it to me within five (5) working days of receipt of this letter. If you have any questions, I can be reached by phone at (518-402-9601) or by e-mail at (lmlewis@gw.dec.state.ny.us).

Sincerely,

Lisa M. Lewis
Contracts & Payments Section
Bureau of Program Management
Division of Environmental Remediation

Enclosure

cc: J. Jones

Conflict of Interest Certification

The undersigned, representing **Dvirka and Bartilucci Consulting Engineers**, hereby certifies for the **New Cassel Industrial Area** sites:

- 1) That I have been informed by the New York State Department of Environmental Conservation who the known potentially responsible parties are for the subject sites, and
- 2) That to the best of my knowledge, **Dvirka and Bartilucci Consulting Engineers** and the employees of the firm to be assigned to this project have no conflict of interest with the work proposed at these sites, and
- 3) That **Dvirka and Bartilucci Consulting Engineers** presently has no contracts with, nor imminent prospects of contracts with, potentially responsible parties associated with the above-named sites, and
- 4) That **Dvirka and Bartilucci Consulting Engineers** has no responsibilities to potentially responsible parties associated with the above-named sites.

Dvirka and Bartilucci Consulting Engineers also agrees to be bound by provisions of Appendix B, Section II of the Standby Contract between the Department and **Dvirka and Bartilucci Consulting Engineers** (D/C Contract #D004446).

Certified By:

Signature of Consultant

Consulting Firm

Date