

URS
CLAIM

*Pump in well
Surge protection*

February 18, 2003

Aluminum grate

Mr. Terrill Stammler
Construction Manager
URS Corporation
2325 Maryland Road, Second Floor
Willow Grove, PA 19090

Re: Franklin Cleaners (Site No. 1-30-050)
NYSDEC Contract No. D004264
Lightning and Surge Protection Change Order
D&B No. 1851-2

Dear Mr. Stammler:

This is in response to your letter dated February 18, 2003, regarding the Lightning and Surge Protection Change Order. Please be advised, the statement in the last sentence of the second paragraph of your letter, implying that the specified model numbers are "not designed for 120 VAC application" is not correct. The specified lightning arrester (General Electric 9L15ECA001) and the surge capacitor (General Electric 9L18BBB301) are suitable for use on a 120 volt, single phase system and for mounting within the control panel (refer to attached technical data from General Electric for reference). Therefore, there is no justification for your request for a Change Order, including monetary impacts to URS, or justification for delays.

Additionally, please be aware that the first shop drawing submittal for the control panel, Submittal No. 48 dated November 8, 2002, was not complete, as it did not include the lightning arrester and surge capacitor in accordance with Section 15401 of the Standard Specifications. Had the initial submittal been complete, URS would not be experiencing the delays claimed in the letter.

If you have any questions please call me.

Very truly yours,

Frank DeVita
Project Manager

cc:

J. Yavonditte, NYSDEC
J. Trad, NYSDEC
K. Kaufman, URS
K. Sullivan, URS
K. McGettigan, URS

☐ Refer them ~~to~~ page VIII - 2

sect 2.2 - any incongruity
w/in the spec, ~~please~~ ^{contractor must} refer
questions to DAB/DEC

☐ Contractor may may not bill for
engineering work for this or any CO.

☐ Refer them to VIII - 11 section 5.1
of Contractors Responsibilities - limited to
means/methods etc

T. Maher, D&B
M. Wright, D&B
R. Heling, D&B

Franklin Cleaners
Change Orders Submitted

Item #	Change Order Item	Reason	Initial Change Order Request	Time Requested (days)	Time Granted	Monetary Impact	Money Awarded	Appeal / Claim	Note
1	Extension Request #1	Inclement Weather	8-Jan-03	70	7	\$0.00		Appealed	7 days awarded at the originally requested 10 days
2	Extension Request #2	Drilling / Electrical	13-Feb-03	11	2	\$0.00		Appealed	2 days awarded of the originally requested 11 days
3	Extension Request #3	Inclement Weather	10-Mar-03	4	2	\$0.00		Appealed	2 days awarded of the originally requested 8 days
4	Extension Request #4	Inclement Weather	11-Apr-03	6	2	\$0.00		Appealed	plus \$32.1 x 1.10 = \$35.30 difference in flowmeters
5	Neptune Flow Meter	unavailable / spec defect	18-Jan-03	45		\$2,105.02		Appealed	
6	Well Pumps / TDH Calc	Requested Engineering	21-Jan-03	45		\$9,471.08		Appealed	
7	Electrician Impact	Electrical Layout Revision	18-Jan-03			\$15,089.88		Appealed	Time requested in extension request #2
8	Aluminum Grating	Spec Conflict	15-Jan-03	2		\$1,917.00		Appealed	
9	Additional Drilling	Additional Quantity	25-Mar-03			\$5,760.00		Appealed	23 additional linear feet Time Requested in ext. req. 2 interest plus labor
10	Delay w/ Schedule of Values	Cost Impact	17-Jan-03			\$2,457.44		Appealed	
11	Hand Excavation Change Order	Cost and Time Impact	23-Apr-03	7	7	\$1,090.00	\$1,880.00	Received	letter rec'd May 4, 2003
12	Winter Emergency Shutdown	Time	18-Feb-03	7	7			Received	
13	Permit Suspension Impact	Cost and Time Impact	18-May-03	60		\$12,089.48			No response
14	Manhole Usage Fee	Cost Impact	31-Mar-03			\$2,400.00			No payment Forwarded State does not acknowledge req.
15	Moisture Change Order	Cost and Time Impact	9-May-03	2		\$3,522.14			
16	Submittal Review Delay	Cost and Time Impact	7-May-03	43		\$51,711.61			
17	Electrical Schedule Impact	Cost and Time Impact	3-Jun-03	30		\$15,713.63			
18	Additional Debris Disposal	Cost and Time Impact	10-Oct-02			\$43,074.15	\$43,074.15	Received	Time Request in Extension Request #1
19	Submittal #9 - Site Layout	Cost and Time Impact	20-Jun-03	00		\$5,328.22		pending	
20	Submittal #32 - Discharge Pipe	Cost and Time Impact	16-Jul-03			\$6,103.68		pending	Time Request in review delay change order
21	Submittal #23 - Drywell	Cost and Time Impact	18-Jul-03			\$14,806.10		pending	Time Request in review delay change order
Totals:				347	20	\$232,851.75	\$44,954.15		

22 Extension #5

23 CO 10 DRIVING DOWNTIME

7

1386.44 908.96

LD 128 days x 600 = \$76,800

D+B weekends/nights = 10,000

July 16 2003 → Feb 28, 2003 = 138

July 22 2003 → Feb 25, 2003 = 144



URS CORPORATION
2325 MARYLAND ROAD
WILLOW GROVE, PA 19090
TEL: 215-657-5000 • FAX: 215-657-5454

FACSIMILE TRANSMITTAL SHEET

TO:

COMPANY:

FAX NUMBER:

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RE:

FROM:

DATE:

TOTAL NO. OF PAGES INCLUDING COVER:

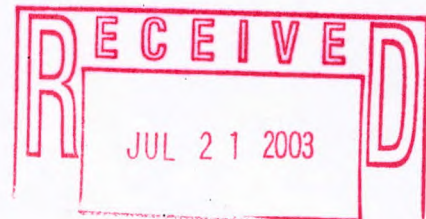
SENDER'S REFERENCE NUMBER:

YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

per our phone conversation

Post-it® Fax Note	7671	Date	7/21/03	# of pages	2
To	Frank DeVita	From	Jeff Trach		
Co./Dept.	DAB	Co.	NYSDOC		
Phone #		Phone #	518-402-9814		
Fax #	516-364-9045	Fax #			



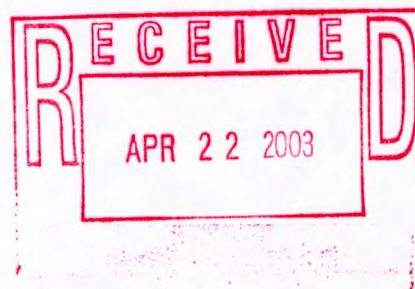
THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

URS**Facsimile**Date: April 22, 2003Page 1 of: 3To: Jeff TradFrom: Terrill StammierFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners - Appeal Summary

Message: See attached



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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April 22, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 122333-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Appeal Summary

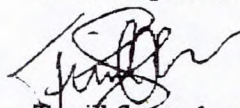
Dear Mr. Trad:

URS Corporation (URS) is forwarding a summary of the appeals presented to the Department regarding the above referenced contract. To date the Engineer and the Department have denied or partially compensated reasonable requests for monetary as well as schedule impacts for project related issues.

URS will be prepared to resolve these issues during tomorrow's progress meeting as agreed to during the April 2nd progress meeting. URS has listed 10 items to resolve at this time. Please see the attached spreadsheet for the item and the time / monetary impact requested.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammer
Construction Manager

Tos/tos
Attachment

cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

Item #	Change Order Item	Reason	Initial Change Order Request	Time Requested (days)	Monetary Impact	Note
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2	Extension Request #2	Drilling / Electrical	13-Feb-03	9	\$0.00	2 days awarded of the originally requested 11 days
3	Extension Request #3	Inclement Weather	10-Mar-03	4	\$0.00	
4	Extension Request #4	Inclement Weather	11-Apr-03	6	\$0.00	2 days awarded of the originally requested 6 days
5	Neptune Flow Meter	unavailable/ spec defect	14-Jan-03	45	\$2,005.92	plus $8223 \times 1.10 = \$355.30$ difference in flowmeters
6	Well Pumps / TDH Calcs	Requested Engineering	21-Jan-03	45	\$9,471.06	
7	Electrician Impact	Electrical Layout Revision	16-Jan-03		\$15,089.95	Time requested in extension request #2
8	Aluminum Grating	Spec Conflict	15-Jan-03	2	\$1,917.00	
9	Additional Drilling	Additional Quantity	25-Mar-03		\$3,760.00	23 additional linear feet
10	Delay w/ Schedule of Values	Cost Impact	17-Jan-03		\$2,857.44	Interest plus Labor

Look

URS**Facsimile**Date: _____ Page 1 of: 5

To: _____ From: _____

Firm: _____ CC: _____

Facsimile: 410 287 0854

Subject: _____

Message: Protective Liability is nota standard item it needs to bepurchased on a site specific basisAdditional Insurance for Parks Dept
& DOT
extra \$2800

URS Corporation
Remediation Operating Services
201 Willowbrook Blvd.
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.1956
www.urscorp.com

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PERM 42p (6/93)

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

HIGHWAY WORK PERMIT

10-03-0055

Permit Fee: 0.00

Insurance Fee: 0.00

Total Received: 0.00

Check or M.O. No.:

PERM 17 on file

0.00

Permit No.: 10-03-0055

Project Identification No.:

Expiration Date:

SH No.:

Deposit Rec. for \$

Check or M.O. No.:

Dated:

*Permittee:

URS CORPORATION P.O. BOX 296

201 WILLOWBROOK BLVD.

WAYNE, NJ 07474

att: KENNETH SULLIVAN

Estimated Cost of Work Performed in the State Right-of-Way \$

(1 0.00)

Chargeable to Bond No.:

or Undertaking on File:

Billing Address: (Complete if different from above)

Return of Deposit Made Payable to: (Complete if different from Permittee)

Under the provisions of the Highway Law or Vehicle & Traffic Law, permission is hereby granted to the permittee to:

THIS HIGHWAY WORK PERMIT IS FOR PROVIDING NYSDOT INSPECTION SERVICES FOR NYS PARKS PERMIT, FOR D.E.C. WORK AT FRANKLIN CLEANERS, S/S/O SOUTHERN STATE PARKWAY, EXITS 205 TO 195, ROCKVILLE CENTRE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPROVED PLANS, NYS SPECIFICATIONS OR AS ORDERED BY STATE ENGINEER. MAINTENANCE AND PROTECTION SHALL BE THE RESPONSIBILITY OF THE PERMITTEE AT ALL TIMES UNTIL COMPLETION OF ALL WORK ETC.

THE PERMITTEE IS RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF TRAFFIC. ANYONE WORKING IN THE STATE HIGHWAY RIGHT-OF-WAY IS REQUIRED TO WEAR HIGH VISIBILITY APPAREL (ORANGE/YELLOW) AND HARD HAT.

County: NASSAU

HEMPSTEAD

Municipality -

Route # -

as set forth and represented in the attached application at the particular location or area, or over the routes as stated therein, if required; and pursuant to the conditions and regulations general or special, and methods of performing work, if any, all of which are set forth in the application and form of this permit.

Dated at:

ROCKVILLE CENTRE, N.Y.

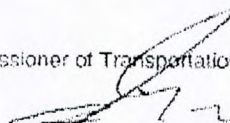
Date Signed:

04/19/2003

Commissioner of Transportation

EUGENE SMITH

By:



IMPORTANT

THIS PERMIT, WITH APPLICATION AND DRAWING (OR COPIES THEREOF) ATTACHED SHALL BE PLACED IN THE HANDS OF THE CONTRACTOR BEFORE ANY WORK BEGINS. THE HIGHWAY WORK PERMIT SHALL BE AVAILABLE AT THE SITE DURING CONSTRUCTION.

BEFORE WORK IS STARTED AND UPON ITS COMPLETION, THE PERMITTEE ABSOLUTELY MUST NOTIFY THE RESIDENT ENGINEER,

Anthony Eichorn (516) 378-3552

UPON COMPLETION OF WORK AUTHORIZED, THE FOLLOWING WILL BE COMPLETED, SIGNED BY THE PERMITTEE AND DELIVERED TO THE RESIDENT ENGINEER.

Work authorized by this permit has been completed. Refund of deposit or return/release of bond is requested.

DATE

PERMITTEE

AUTHORIZED AGENT (if Any)

Work authorized by this permit has been satisfactorily completed and is accepted. Reverse side of this form must be completed.

- ☐ Refund of Deposit is authorized
- ☐ Return of Bond is authorized
- ☐ Amount charged against Bond may be released
- ☐ Retain Bond for future permits
- ☐ Other

DATE

RESIDENT ENGINEER

The Regional Office will forward this form to the Main Office with the appropriate box checked.

- ☐ Permit closed
- ☐ Bond returned/released
- ☐ Refund of Guarantee Deposit on this permit is authorized
- ☐ Other

The issuing authority reserves the right to suspend or revoke this permit, at its discretion without a hearing or the necessity of showing cause, either before or during the operations authorized.

The Permittee will cause an approved copy of the application to be and remain attached hereto until all work under the permit is satisfactorily completed, in accordance with the terms of the attached application. All damaged or disturbed areas resulting from work performed pursuant to this permit will be repaired to the satisfaction of the Department of Transportation.

* Upon completion of the work within the state highway right-of-way, authorized by the work permit, the person, firm, corporation, municipality, or state department or agency, and his or its successors in interest, shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the terms and conditions of the work permit.

03-49P

PERM 20 (3/01)



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232

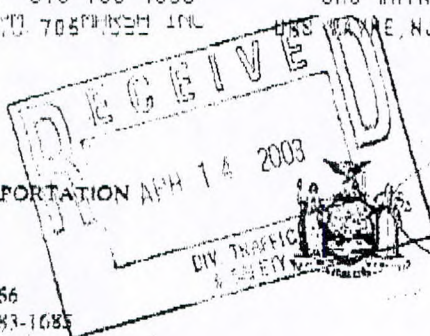
JOSEPH H. BOARDMAN
COMMISSIONER

GEORGE E. PATAKI
GOVERNOR

THE ATTACHED CERTIFICATE OF INSURANCE FOR HIGHWAY PERMITS (PERM 17)
IS BEING RETURNED TO YOU FOR THE FOLLOWING REASONS:

- ☐ Name shown on the Certificate of Insurance must be exactly the same on:
 1. Certificate of Insurance (PERM 17).
 2. Application for permit.
 3. Motor Vehicles registration.
- ☐ Permittee's complete address and telephone number must be shown.
- ☐ Insurance company's name, address and telephone number must be shown on the front of Certificate.
- ☐ Producer's name, address and telephone number must be shown on the reverse of Certificate.
- ☐ Current effective and expiration dates must be shown. The wording "Continuous until Canceled" in place of an expiration date is acceptable.
- ☐ Unassigned policy numbers and binders are valid for 30 DAYS from date of receipt. Please include a valid policy number and resubmit this form to this office.
- ☒ Fax copies of PERM 17's are valid for 30 DAYS from date of receipt. Please submit the original as soon as possible.
- ☐ Type of policy in effect must be indicated (see requirements under paragraph A and B).
- ☐ Type(s) of permits covered by insurance policy must be indicated on reverse side of form.
- ☐ Certificate must be signed on the reverse side by a representative of insurance company.
- ☐ Certificate submitted is obsolete. Please have your insurance representative complete the front and back of the attached Certificate of Insurance and return the completed form to this office for processing.
- ☐ For future information, insurance policies are not required by the Department. A PERM 17 is sufficient proof of insurance.
- ☐ Accord Certificates, insurance cards, etc., are not acceptable as proof of insurance. A completed Certificate of Insurance for Highway Permits (PERM 17) is the ONLY acceptable document.
- ☐ Limits of coverages shown on Certificates of Insurance are not acceptable - see attached document.
- ☐ Reinstatement and cancellation notices must show insured's name and address.
- ☒ Other needs protective liability
for work permits.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
Highway Permit Section
1220 Washington Avenue
Bldg. 5, Room 311
Albany, New York 12232-0466
(518) 457-1155 1-888-783-1685



needs protective labels
copy 30 day
return
PERMIT ACCOUNT NUMBER

If Permit Account Number has been established for the Permit Applicant, the Account Number must be indicated above.

CERTIFICATE OF INSURANCE FOR SPECIAL HAULING, DIVISIBLE LOAD WEIGHT AND HIGHWAY WORK PERMIT INSURANCE REQUIREMENTS

To be prepared by insurance agent or insurance company

1. Name of Permit Applicant URS Corporation
(NAME ON INSURANCE CERTIFICATE AND PERMIT APPLICATION MUST BE IDENTICAL - ONE NAME ONLY)
(Note: If DBA, also provide Name of Legal Entity and Copy of "Certificate of Conducting Business under an Assumed Name" that was filed in County Clerk's Office - e.g. John Jones dba Jones Trucking)
2. Address of Permit Applicant 201 Willowbrook Blvd., Wayne, New Jersey 07470
☐ PLEASE CHECK HERE IF THIS IS A CHANGE OF ADDRESS
3. Telephone Number of Permit Applicant 973- 785-0700
4. Name of Permit Applicant Contact Person Kenneth Sullivan X869
- 5a. Motor Vehicle Liability Policy Number 826-1308
Binders, fax copies and unsigned policy numbers valid for 30 days only
- 5b. Effective Date 04/01/03 Expiration Date 04/01/04
The wording "Continuous Until Cancelled" in place of expiration date is acceptable
- 6a. Protective Liability Policy Number
Binders, fax copies and unsigned policy numbers valid for 30 days only
- 6b. Effective Date Expiration Date
The wording "Continuous Until Cancelled" in place of expiration date is acceptable

THIS CERTIFICATE OF INSURANCE WILL SUPERSEDE ALL OTHER CERTIFICATES OF INSURANCE NOW ON FILE WITH THE DEPARTMENT OF TRANSPORTATION, EXCEPT FOR HIGHWAY WORK PERMITS, UNLESS SPECIFICALLY NOTED.

If the Permit Applicant is applying for a Divisible Load Weight Permit, the information must be as it appears on the Applicant's Motor Vehicle Registration.

Liability insurance must be in effect for the full term of the Permit. Expiration of, or lack of, liability insurance automatically terminates the Permit.

Permittees are responsible for providing the Certificate of Insurance to the Department of Transportation, and for renewing the requisite insurance coverage no later than two (2) weeks prior to its expiration in order to renew, to keep in effect, or to obtain a new Highway Permit. Altered certificates will NOT be accepted. Fax copies will be accepted for a period of 30 days only. FAX TO: 518-457-1156. Original Certificate must be received in this office within the 30 day period.

In accordance with Department of Transportation requirements (See NYCRR, Title 17, Part 154), the subscribing insurance company hereby certifies that a protective liability insurance policy (only option for Highway Work Permits) or, in the alternative, a motor vehicle insurance policy and endorsement has been issued to the permit applicant:

A. ~~if a protective liability insurance policy, for the protection of the People of the State of New York, all municipal subdivisions thereof, and the Commissioner and Department of Transportation, the New York State Thruway Authority, the State Bridge Authority and their officials, officers, and employees as named insureds, (and no other insureds), covering bodily injury (including death) with minimum limits of \$500,000 each occurrence and covering property damage with minimum limits of \$100,000 each accident and minimum aggregate annual limits of \$500,000, against actions resulting from use of a Highway Permit by the Permittee or by any person acting by, through or for the Permittee, including emissions and supervisory acts of any of the named insureds; or~~

B. if a motor vehicle insurance policy and endorsement, with the People of the State of New York, all municipal subdivisions thereof, and the Commissioner and Department of Transportation, the New York State Thruway Authority, the State Bridge Authority and their officials, officers, and employees as additional insureds under the policy, covering bodily injury (including death) with minimum limits of \$750,000 each occurrence and covering property damage with minimum limits of \$250,000 each occurrence or \$1 million dollars combined single limit each occurrence.

FORM 17 (10/01)

Reverse Side MUST Be Completed

RECEIVED TIME APR. 14. 11:56AM

PRINT TIME APR. 14. 11:56AM

PERM 17 (10/01)
REVERSE

The subscribing insurance company issuing a protective liability insurance policy pursuant to A or a motor vehicle insurance policy pursuant to B above, further certifies and agrees that the insurance policy referred to herein shall not be changed or cancelled; unless

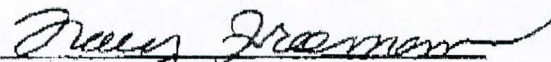
1. all trips authorized by the Highway Permit have been made; or
2. the effective period of the Highway Permit has expired; or
3. in the case of a Highway Work Permit, all work authorized has been completed and accepted by the Department of Transportation; or
4. 30 days written notice has been given to the Department of Transportation that the policy will be cancelled.

Any subscribing insurance company providing insurance pursuant to A or B (see front), certifies and agrees that such insurance policy shall not be cancelled until thirty (30) days written cancellation notice has been given the New York State Department of Transportation, indicating the permit applicant's name, permit account number (obtain from permit applicant), address, and policy number. Notice of reinstatement must be made by a reinstatement notice or a completed Certificate of Insurance (PERM 17) and sent to the Department of Transportation to the attention of the Highway Permit Section.

This certificate is furnished in accordance with the rules and regulations of the New York State Department of Transportation pertaining to Highway Permits. Using ONE Certificate of Insurance (PERM 17), please indicate the types of permit(s) obtained from the Highway Permit Section in the Department of Transportation by checking the appropriate box/box(es). A Certificate of Insurance (Perm 17) is the acceptable proof of insurance. A copy of the actual policy is not required. PLEASE DO NOT SEND ACCORD FORMS, INSURANCE CARDS, ETC.

PLEASE CHECK BOX(ES) FOR EACH TYPE(S) OF PERMIT(S) OBTAINED FROM THE DEPARTMENT OF TRANSPORTATION HIGHWAY PERMIT SECTION.

- ☐ RESTRICTED VEHICLE PERMITS (Parkways)
- ☐ SPECIAL HAULING PERMITS (Used for Transporting Over-Dimensional or Over-Weight Non-Divisible Items on Highways ex: mobile homes, equipment, buildings, etc.)
- ☐ DIVISIBLE LOAD WEIGHT (Used for Transporting Over-Weight Divisible Loads on Highways ex: sand, gravel, etc.)
- ☒ WORK PERMITS (Used for Installing or Maintaining Facilities on Highway Property -- coverage in such case shall be written only as protective liability insurance policy) and shall also include completed operations liability insurance with respect to liability imposed by law arising between the date of final cessation of the work pursuant to the Work Permit and the date of final acceptance of such work by the State.



Authorized Signature of Insurance Agent

Tracy Freeman

National Union Fire Insurance Co. of Pittsburgh

Marsh Risk & Ins. Services

Name of Insurance Company

Authorized Name of Insurance Agent (Please Print)

175 Water Street, New York, NY 10038

Three Embarcadero Center, San Francisco, CA

Address of Insurance Company

Address of Insurance Agent

94111

212-770-7000

415-743-8000

Telephone No. of Insurance Company

Telephone No. of Insurance Agent

MISCELLANEOUS DATA:

Operating Authority (check as appropriate -- if permit Applicant has DOT or ICC authority to operate in New York State, the authority must be identified by number and, if not so authorized, check Private)

☐ Private ☐ DOT Number ☐ ICC Number

RECEIVED TIME APR.14. 11:50AM

PRINT TIME APR.14. 11:58AM

Must do time extension w/in 15 days

MBE/NBE Quaterlies

Subcontractor % \leq 40% w/o prior approval

Contractors questionnaire for subs $>$ \$1,000

No engineering costs

OSC auditors

CONSTRUCTION CLAIMS MONTHLY



Devoted exclusively to the problems
of construction contracting.

Volume 25 Number 5

May 2003

COMMON IMPEDIMENTS TO DELAY DAMAGE RECOVERY

Part I

Claims for delay damages present particular challenges for contractors. Delay claims are frequently complex from a factual and evidentiary standpoint. They place an imperative on a level of administrative discipline and record keeping that may or may not have been maintained during the course of the work.

Even with the presence of clear owner-caused delay, and even in the absence of an enforceable no-damage-for-delay clause, contractors may be frustrated in their attempts to recover delay damages. The three most common impediments to recovery are the lack of timely notice, the inability to segregate owner-caused delay, and the failure to prove delay in overall project completion.

The question of no-damage-for-delay clauses, while very much related to this topic, is outside the scope of this article. Readers are referred to "The Eroding Enforceability of No-Damage-For-Delay Clauses," CCM July 2001, p. 1.

Lack of Timely Notice

It should be stated at the outset that contractual requirements for prompt written notice of a claim are not always enforced in delay situations. The most common reason is that the project owner, having caused the delay, is well aware of the situation, has actual knowledge of the delay, and suffers no prejudice as a result of the lack of formal notice. It is dangerous, however, for contractors to ignore notice requirements or assume they will not be enforced. There are a number of cases to the contrary.

Public works contract documents in New York City include a provision requiring prompt written notice of any event that will lead to a claim, followed by a detailed itemization of increased costs. The highest court of New York has upheld the enforceability of these notice requirements. *A.H.A. General Construction, Inc. v. New York City Housing Authority*, 699 N.E.2d 368 (N.Y. 1998); CCM December 1998, p. 2.

One contractor argued that in a delay situation, it is impossible to predict the downstream cost impact and therefore not feasible to provide the itemized statement of increased costs within the timeframe mandated by the contract clause. A New York court rejected this argument and relied on the contractor's failure to give written notice as grounds for denial of a claim for delay damages. *Heckler Electric Co., Inc. v. City of New York*, 715 N.Y.S.2d 619 (N.Y. Sup. 2000); CCM February 2001, p. 3.

The New York rule is rather draconian. Generally, lack of timely written notice will defeat a delay claim only if the other party suffered some harm or prejudice as a result. For instance, a contract on a fast-track, multi-prime project gave the owner the right to alter the schedule and direct the sequence of work. If the contractor believed a directive would delay its work, the contractor was required to give written notice within seven days. Presumably, this would allow the project owner to evaluate the impact of its directive and possibly reconsider the matter. A federal court applying Florida law enforced this written notice requirement against a contractor. *Marriott Corp. v. Dasta Construction Co.*, 26 F.3d 1057 (11th Cir. 1994); CCM October 1994, p. 2.

(Continued on page 7)

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LIEN WAIVERS DID NOT BAR WRONGFUL TERMINATION ACTION**TERMINATION-DEFAULT; WAIVER**

MCK Building Associates, Inc. v. St. Lawrence University
754 N.Y.S.2d 397 (N.Y.A.D. 3 Dept. 2003)

A New York court has ruled that a subcontractor's execution of lien waivers did not preclude recovery for wrongful termination.

St. Lawrence University awarded a contract to Gilbane Building Co. for renovation of two buildings on the University's Canton campus. Gilbane subcontracted the masonry and rough carpentry work to MCK Building Associates, Inc. The subcontract included typical termination for default and termination for convenience provisions.

MCK submitted monthly progress payment requisitions covering 90 percent of the labor and materials furnished to the project. Upon receipt of payment, MCK executed a waiver of lien for work covered by that payment. When MCK's work was substantially complete, a dispute developed regarding the amount MCK was owed, as well as remaining incomplete work items.

Gilbane sent MCK a letter stating that the subcontract was terminated "as of this date" due to "lack of job performance" and "disregard of contractual obligations." The letter referenced the default termination provision of the subcontract. MCK filed suit for wrongful termination, noting that Gilbane had failed to provide ten days written notice of default to MCK, its surety, and the University, as called for under the terms of the subcontract.

Gilbane responded that it could not be liable for damages because it had actually terminated the subcontract for convenience. And even if there had been a termination for default, MCK's execution of lien waivers barred any further recovery.

The New York Supreme Court, Appellate Division, said Gilbane's contention that this had been a termination for convenience was completely inconsistent with the language of the termination letter. The correspondence not only cited performance deficiencies, but also referenced the provision of the subcontract authorizing termination for default. The Court concluded that the default had been improper due to Gilbane's failure to give the advance written notice required by the subcontract.

The Court also ruled that the lien waivers did not relinquish any claim for wrongful termination. The documents were an acknowledgment of receipt of partial payment and a waiver of mechanic's lien rights for labor and materials covered by that payment. At the time the waivers were executed, MCK could not have anticipated an improper termination for default. The waivers simply did not apply to the claim for wrongful termination.

Editor's Note: Partial lien waivers, executed upon receipt of progress payments, are a source of considerable misunderstanding and occasional mischief. A party signing such a waiver should be sure it is narrowly and precisely worded.

ARBITRATOR ERRED IN DOUBLE RECOVERY OF PROFIT PROFIT; ARBITRATION

Leon Angel Constructors, Inc. v. Kirk Knott Electric, Inc.
837 So.2d 743 (La.App. 2 Cir. 2003)

A Louisiana court has ruled that an arbitrator erred when computing lost profit as a percentage of the subcontract price. The award constituted double recovery to the extent the subcontractor had received progress payments under the subcontract.

Leon Angel Constructors, Inc. was the prime contractor for a courthouse renovation project in DeSoto Parish. Angel subcontracted the electrical work to Kirk Knott Electric, Inc. The subcontract called for arbitration of disputes in accordance with the rules of the American Arbitration Association.

Angel subsequently terminated the electrical subcontract. An arbitration proceeding ensued. An arbitrator awarded Knott Electric a net sum of \$75,897. This included lost profit computed as ten percent of the original subcontract price.

Angel challenged the arbitration award in court. Angel complained that the arbitrator had awarded Knott an amount for completed work which exceeded the amount the project architect had certified for progress payment purposes. Angel said the arbitrator had exceeded his authority in making such a determination. Angel also challenged the award of ten percent of the subcontract price as lost profit.

The Court of Appeal of Louisiana said the arbitrator was not limited by the architect's certification when computing the value of the completed work. "The contract provides a progressive schedule for payment as the contractor is paid by the owner after certification by the architect. This provision, however, refers only to the method of payment. In other words, Knott could have completed more work than had been certified by the architect."

Angel fared better in its challenge of the lost profit award. Knott Electric had received several progress payments under the subcontract. Each payment presumably included a portion of the subcontract profit margin. Rather than computing the ten percent profit on the full subcontract price, the arbitrator should have subtracted the progress payments prior to applying the ten percent.

The Court said that under the Louisiana arbitration statute, it had authority to correct "evident material miscalculation of figures." The arbitrator's lost profit calculation, evident on the face of the award itself, was subject to correction. "It is apparent on the face of the arbitrator's calculation that it awarded Knott a double recovery of a portion of the lost profits." The Court modified the award accordingly.

Editor's Note: Many state arbitration statutes allow correction of an "evident miscalculation of figures." But courts will not perform such a recalculation if it amounts to a review of the arbitrators' factual determinations. *Tretina Painting, Inc. v. Fitzpatrick & Associates, Inc.*, 640 A.2d 788 (N.J. 1994); CCM September 1994, p. 8.

front at Neville Island, Pennsylvania. P.E.C. subcontracted a portion of the work to Marine Contractors, Inc. (MCI).

The Corps subsequently terminated the prime contract for default. Unable to negotiate a claim sponsorship arrangement with the prime contractor, MCI filed a claim for payment and for delay damages against the government. The Corps refused to consider the claim because it was not sponsored by the prime contractor.

MCI argued that the circumstances of this case justified an exception to the claim sponsorship rule. MCI alleged that the prime contractor had committed fraud against both MCI and the government. A subcontractor should not have to rely on an untrustworthy prime contractor in order to pursue a valid claim.

The Board rejected this argument. "We have not made any findings of fact concerning MCI's allegations because, even if the allegations were proven, our decision on this motion would be the same...MCI's allegations of misconduct on the part of the prime contractor, even if true, are not sufficient to bring this appeal within the rare, few exceptions to the requirement that a subcontractor appeal be sponsored by the prime contractor. The appeal is dismissed for lack of jurisdiction."

RETROACTIVE CONVENIENCE TERMINATION NOT ALLOWED TERMINATION-CONVENIENCE

Appeal of Daniel R. Howell
AGBCA No. 2003-137-2 (April 11, 2003)

The Department of Agriculture Board of Contract Appeals has ruled that the government could not retroactively apply the Termination for Convenience clause to justify diverting work to another contractor.

The U.S. Forest Service awarded a lump sum contract to Daniel R. Howell for monitoring 20 units of land in National Forests in California. The specific units of land were not designated in the contract, but were to be designated by the agency after contract award.

The agency designated only 18 units of land for monitoring under the Howell contract and paid Howell for only 18 units at the pro rata contract price. The remaining units were assigned to other monitoring contractors. When Howell complained of the unassigned work, the agency issued a termination for the convenience of the government, deleting two units of land. Howell filed a claim for the balance of the contract price.

The Board ruled that this was a misuse of the Termination for Convenience clause. The notice was issued after the deadline for contract completion and was utilized solely as government justification for not honoring its side of the agreement.

"To permit the use of the Termination for Convenience clause under the given contract and facts would change the contract into an indefinite quantity contract, containing risks different from those in the firm, fixed-price contract utilized. The government did not issue a notice of termination for convenience during the performance period of the contract. Rather, it diverted business away from this contractor. The government has not shown support for a constructive, retroactive termination for convenience under such circumstances."

DECISIONS OF THE COMPTROLLER GENERAL

BONDING CAPACITY ADDRESSED ON NEGOTIATED PROCUREMENT

BONDS; BIDS

Matter of C Construction Co., Inc.
Comp. Gen. No. B-291792 (March 17, 2003)

The Comptroller General has ruled that evidence of bonding capacity called for in a negotiated procurement was not as exacting as what is required for a bid bond in a sealed bid procurement.

The Navy issued a request for proposals for construction services at Camp Lejeune, North Carolina. One of the technical evaluation factors was "bonding capability." The RFP instructed offerors to submit a statement on a bonding agent's letterhead indicating bonding capacity of not less than \$10 million, along with a document authenticating the agent's authority to bind the corporate surety.

C Construction Co., Inc., a disappointed offeror, protested that the power of attorney form accompanying the proposal of the awardee had been a photocopy lacking an original signature. The protester argued that this was insufficient evidence of the agent's authority and the proposal should have been rejected. The Comptroller General disagreed.

"A bid bond requirement is a material condition of a sealed bid procurement with which there must be compliance at the time of bid opening. If the agency cannot determine definitely from the documents submitted with the bid that the surety would be bound, the bid is nonresponsive and must be rejected. There was no such stringent requirement here...Nothing in the RFP required that the authenticating document be an original power of attorney, and the Navy therefore was not required to downgrade proposals on this basis."

E-MAIL ADVICE NOT BINDING ON AGENCY BIDS

Matter of GROH GmbH
Comp. Gen. No. B-291980 (March 26, 2003)

The Comptroller General has ruled that e-mail advice sent by a procuring agency's point of contact to a single offeror was not binding on the agency.

In response to an inquiry, the agency contact said it would be acceptable to submit proposals for a construction contract by facsimile transmission. The solicitation bore a fax telephone number but did not include the standard clause "Facsimile Proposals."

Facsimile transmission was not allowed. Information of this nature must be conveyed to all offerors. An e-mail to a single offeror would provide a competitive advantage.

(Continued from page 1)

Notice requirements are particularly enforceable on subcontracts. A lack of information regarding a subcontractor's delay claim may compromise the prime contractor's ability to obtain a remedy from the project owner.

One subcontract required written notice within ten days of commencement of delay and a "full accounting" within ten days of when "the cause of the damage ceases." A subcontractor complained that the prime contractor had repeatedly resequenced the work, forcing the sub into a standby position. The prime relied on lack of written notice as a defense.

The subcontractor argued that the prime contractor, having issued the directives resequencing the work, had actual knowledge of the resulting delay. But a federal appellate court enforced the notice requirement against the sub, noting that timely written notice was necessary in order for the prime to pursue a remedy against the project owner.

"The subcontract incorporated the prime contract, under which [the prime contractor] was required to notify the owner of any claim for damages within 15 days of the occurrence of the event on which the claim was based. Reading the two contracts together, it is clear that one function of the notice provision in the subcontract is to permit the prime contractor to include subcontractors' claims in its own notice to the owner." *Associated Mechanical Contractors, Inc. v. Martin K. Eby Construction Co., Inc.*, 271 F.3d 1309 (11th Cir. 2001); CCM February 2002, p. 8.

In another case arising out of the same project and involving the same subcontract language, a subcontractor argued that its written notice had not been late because a "delay" does not occur until the project completion deadline has passed. A federal district court rejected this argument. The interpretation propounded by the subcontractor would defeat the purpose of the notice requirement and frustrate the administration of the delay claim process. *Allgood Electric Co., Inc. v. Martin K. Eby Construction Co., Inc.*, 959 F.Supp. 1573 (M.D.Ga. 1997); CCM August 1997, p. 3.

Finally, it should be noted that an otherwise enforceable requirement for written notice of delay may be waived by the conduct of the party entitled to notice. When a project owner acknowledged a delay claim and indicated it was being considered, the owner waived the right to enforce a written notice provision. *Chaney Building Co., Inc. v. Sunnyside School District No. 12*, 709 P.2d 904 (Ariz.App. 1985); CCM March 1986, p. 2.

Inability to Segregate Owner-Caused Delay

Even in the absence of a notice problem, a contractor is not necessarily entitled to recovery simply because it has experienced owner-caused delay. The contractor must be able to identify and quantify the delay impact and segregate it from any other delay factors that may be present. Considering the multiple overlapping and interrelated events that occur on many construction projects, this is not always an easy task.

When multiple delay events have a pervasive and prolonged effect on a project, it may be impossible to segregate owner-caused delay. In one case, there was little question that changes in the work had caused delay. But

the contractor had also experienced a strike and a delay in its completion of unchanged work. The delays were all so inextricably intertwined that they cancelled each other out for purposes of financial responsibility. *Appeal of B. D. Collins Construction Co.*, ASBCA No. 42662 (December 17, 1991); CCM March 1992, p. 4.

Similarly, an owner's failure to coordinate the work of a separate prime contractor affected a contractor's progress, but so did the need for the contractor to correct certain defective work. "Given the intertwined causes of delay to the project, we leave the parties where we find them. Accordingly, the government is not entitled to liquidated damages nor is the contractor entitled to compensation for delay damages." *Appeal of Coffey Construction Co., Inc.*, VABCA No. 3361 (February 11, 1993); CCM April 1993, p. 4.

And when it was impossible, based upon the evidentiary record, to segregate delay caused by undisclosed asbestos containing material from delay the contractor experienced with a key subcontractor, the contractor was denied delay damages and the owner was denied liquidated damages. *Appeal of Karcher Environmental, Inc.*, PSBCA No. 4085 (March 13, 2000); CCM May 2000, p. 4.

If a contractor fails to account for its own delay or for excusable delay that is not the project owner's responsibility, the contractor compromises its claim for owner-caused delay. One contractor submitted evidence of the alleged impact of the owner's slow response to a roof system submittal. But the contractor treated the roofing work in isolation, failing to account for delays in other trade work not affected by the slow response. The claim for delay damages was therefore denied. *Appeal of Galaxy Builders, Inc.*, ASBCA No. 50018 (July 18, 2000); CCM September 2000, p. 4.

Similarly, an owner's delay in obtaining a necessary construction easement did not result in compensable delay because the contractor had not submitted an acceptable excavation support system proposal. The contractor would have been unable to work even with the easement. *Appeal of Volpe-Head, Joint Venture*, ENG BCA No. 4726 (July 14, 1989); CCM October 1989, p. 4.

Two final items need to be mentioned with regard to segregating owner-caused delay. It is not only necessary to apportion the impact on the schedule, but also the impact on increased costs. A contractor cannot simply presume that all increased costs were the owner's responsibility. "Settled law dictates that where both parties contributed to the delay, neither can recover damages unless there is in proof a clear apportionment of the delay and the expense attributable to each party." *Pittman Construction Co., Inc. v. United States*, 2 Ct.Cl. 211 (1983); CCM August 1983, p. 4.

Also, when attempting to hold a project owner responsible for a particular period of delay, it is not enough to compare as-planned schedules with as-built schedules. There should be contemporaneous documentation from the field establishing a cause-and-effect relationship between the event and the delay. *Titan Pacific Construction Corp. v. United States*, 17 Ct.Cl. 630 (1989); CCM December 1989, p. 2.

In next month's conclusion, this article will examine the need for delay damage claimants to prove delay in overall project completion.

Progress schedule - behind $1\frac{1}{2}$ week
pushed off interior work

		Department Final Decision		
		Extension in Sustantial Completion Date	Agreed Dollar Value	
5	Electrical Subcontractor Notice Impact			hold
6	Payment Impact Notification			+2/1200
7	Concrete Change Request	0	0	<input checked="" type="checkbox"/>
8	Survey Marker Damage		0	<input checked="" type="checkbox"/>
9	Extraction Well Pumps TDH			Hold
10	Drilling Downtime		1386.44 908.96	<input checked="" type="checkbox"/>
		Extension in Sustantial Completion Date	Agreed Dollar Value	
1	Additional Debris Removal and Disposal		8304.15	<input checked="" type="checkbox"/>
2	Flow Meter	17		+3 or 1800
3	Aluminum Grating			
4	Change Order Summary			
5	Lightning and Surge Protection	0	0	alone
6	Permit Suspension			Pending Contract
7	Hand Excavation	2	1890	DOT/Truck
8	Moisture Density Error	1	2486.13	alone
9	Submittal Review Delay			on hold
10	Site Layout			on hold
11	Notice of Impact EW-2			they'll provide info data.1
12	Discharge Pipe			hold
13	Drywell			hold
14	Manhole Usage Fee	0	0	state pays
15	Electrical Schedule Impact			
		Extension in Sustantial Completion Date	Agreed Dollar Value	
1	Time Extension Request 1 <i>Debris removal</i>	7		
2	Time Extension Request 2			
3	Time Extension Request 3			
4	Time Extension Request 4			
5	Emergency Shutdown			

①

8/15/03

Franks' Dept Final Decision List

	Time	\$
5) Electrical Sub Notice impact (possible days included in Flow meter #2's 17 days)	0	0
6) Payment Impact notification	2	<u>2</u> \$1200
7) Concrete Change Request No cost change order from URS Didn't cost any additional Can't file for time since it was to accommodate URS	0	0
8) Survey Marker Damage Contractor solely responsible for protection of site	0	0
9) Extraction well PUMPS TDH calc Contractor wanted to supply different equipment we asked for information that would prove it's in or equal then they tried to sell it to us. (Some days in Flow meter #2)	0	0
10) Drilling downtime	0	908.96

8/13/03 (2)
Add 7 days to URS
Time \$
0 83079.16

- 1) Additional Debris Removal 0 0
- 2) Flow Meter originally 3 days or \$1800 17 0
- 3) Aluminum grating will give $\frac{231}{+181.56}$ 2 412.56
2 days time reasonable in lieu of no engineer \$
 $\frac{412.56}{412.56}$
- 4) Change order Summary X X
- 5) Light + surge Protection 0 0
No need to change equip
- 6) Permit Suspension 7? 2350
This only restricted work on parkway not on the treatment building
- 7) Hand excavation 2 1890
settled
- 8) Moisture density Error 1 2486.13
settled
- 9) Submittal Review delay
- 10) Site Layout 0 0
Recompad main reason that submittal not approved

8/15/03

- | | Time | \$ |
|--|------|------|
| 11) EW2 impact
URS hasn't given us costs, est \$2 | | 1000 |
| 12) Discharge Pipe
By strictly adhering to contract
they are not allowed time or \$ however
some time ^{would be reasonably} cost cost to procurement. | 3 | 0 |
| 13) Drywell - All personnel claimed not eligible
- Additional equipt time not eligible
Only time for delay is eligible | 2 | 0 |
| 14) Manhole State pay town directly | 0 | 0 |
| 15) Electrical Schedule impact Personnel costs are eligible
Delay cost ineligible | 0 | 0 |

Time Requests

- | | | |
|--------------------------------------|----------------|-------------------|
| 1) Time Request #1
Debris Removal | 7 | 0 |
| 2) Time Request 2 | 2 | 0 |
| 3) TR # 3 | 2 | 0 |
| 4) TR # 4 | 2 | 0 |
| 5) Emergency Shut down | 7 | 0 |
| | <u>51 / 58</u> | <u>92 / 21.80</u> |
| | | + 90 47.65 |

4/30/03

URS Appeals

1) I'll look for file 1/8/03

2) we gave URS ^{4 days asked for} 2 day for drilling delay
cuz we couldn't find clay layer

The electrical was nuts caused by JKE
DEC nor D+B was the cause for this. Does DEC
owe him time for repair?

The nuts were not enough to delay for 5 days
They can't get \$ from DEC possibly time

3) ~~Frank~~ Frank can get rework from Nassau County

4) We dealt with that the time our
decision stands

5) D+B found suitable substitute in 1/2 day
URS not entitled to 45 days + engineering \$

~~URS~~ URS is entitled to the additional time to prepare
the followup 2nd submittal for the flow meter that
D+B got all into on for URS. It was only a 10
page submittal.

2

6) Wells Pump/TH case - D+B stood by their cases

UES can get nothing
in the contract if there is a discrepancy
the contractor is to bring it to the attention of
the eng and then the owner. URS cannot
~~and not~~ engineers the work themselves & bill
DEC.

7) Can't pay engineers fine on this type of
contract

why does it require 80 hrs of URS' engineers
time to determine that there are auto and
that they must be filled in by a backhoe.
in addition to JCE, could URS' own
driller have covered auto. Could the fact
that JCE had not filled in top 6" of
trench & then they or others drove there
could have created deep auto.

8) \$231 cost diff from 1 1/2 to 2 1/4" gate is not
applicable - the addition fine to install.
no not applicable as there would be required
of the any gate meeting the spec.
Engineering not applicable - see above
line DEC/D+B used to cost URS is
applicable

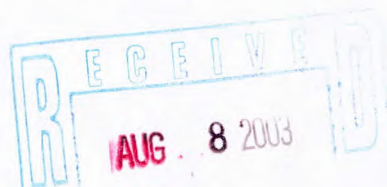
3

9) we didn't receive this one
☐

10) that's their delay not ours

URS**Facsimile**Date: August 8, 2003Page 1 of: 2To: Jeff TradFrom: Terrill StammlerFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: **Franklin Cleaners : Notice of Cost Impact due to Delay in Project Award / NTP**Message: See Attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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August 8, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Notice of Cost Impact due to Delay in Project Award and Notice to Proceed


Dear Mr. Jeff Trad:

Per our phone conversation yesterday, August 7th, URS Corporation (URS) is confirming with the State that impacts have been incurred due to the delay in project *Award* and *Notice to Proceed*. The State was initially made aware of the potential impact in a letter from Kenneth Sullivan (URS) to Joseph Yavonditte, P.E. (NYSDEC) on June, 25, 2002. Cost impacts are currently being compiled and will be forwarded within the next couple of weeks. In addition, URS's project schedule is being evaluated to determine if any impacts were incurred due to the delay.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,

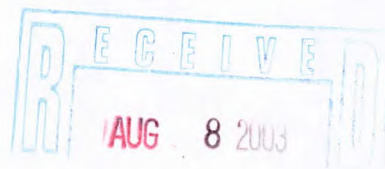
URS Corporation



Terrill Stammler
Construction Manager

Tos/tos

cc: Ken Kaufman - URS
Peggy Pendergast - URS
Ken Sullivan - URS



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



May 7, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 122333-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Submittal Review Delay Change Order

Dear Mr. Trad:

URS Corporation (URS) is submitting a change order for the delay in submittal reviews on the above referenced project. This claim has been based on the reviews of 23 submittals that have been identified as exceeding the contract allowable 14 days for the Engineer's review. Per the *General Conditions* of the contract, article 5, paragraph 5.27, "Engineer will review and approve or disapprove shop drawings and samples (submittals) in 14 days." "Attachment A" is a spreadsheet listing the transmittal number, submittal description, submission date, Engineer's stamped or dated correspondence return date, and number of days of review delay. As can be seen on the spreadsheet, the delays total 449 days for the 23 submittals referenced. Additionally, as referenced in the *General Conditions*, article 8, paragraph 8.6, the contractor is permitted to request an increase in contract price and time if the "contractor believes that Engineer's approval of shop drawing or sample justifies an increase in contract price or an extension in contract time." URS has not referenced submittals indicating 1 or 2 days overage on the contractual allowable review period.

This change order specifically addresses the interruption of flow due to construction activities being pushed into winter due to submittal review delays. URS is requesting compensation for site and management charges over a time span of nine weeks. The time span referenced is from January 13, 2003 to March 14, 2003. URS incurred costs as outlined in the spreadsheet marked "Attachment B - Labor" and "Attachment C - Other Direct Costs." The damages incurred are additional monies spent on the following:

- Site Superintendent time (including per diem / hotel)
- Project Management time for the increased management requirements. Fifty percent of Ken Sullivan's time has been charged for the period of January 13, 2003 to March 14, 2003. The additional management requirements were:
 - Additional coordination time to schedule work around weather
 - Additional time establishing weekly progress schedules
 - The continual stopping and rescheduling of subcontractors due to winter related items (i.e. temperatures not holding at a minimum 30 degrees Fahrenheit to place concrete,

I want half my float back

You have prove that all 63 days
were on the critical path

Request for Time was not ~~submitted~~
w/in 15 days

~~No request for~~ increase increase in
Contract price is allowed only in
conjunction w/ increase in time



rescheduling of excavation activities due to sub-grade freezing prior to forming and placing of concrete)

- Site rental items (office trailer, storage container, monitoring equipment, portable toilets, dumpster service)
- Two days of subcontracted snow removal

The cost impact for the items listed above and detailed in "Attachment B" and "Attachment C" is \$51,711.61.

In addition, URS is requesting a 63 calendar day extension to the substantial completion date for the delays caused by the delay in reviews.

Overall, references have been continually made as to the delays caused by URS as it relates to the submittals. However, based on the above, the delays on reviews have been a key contributing factor to the construction of the project being pushed into winter and subsequently a nine week span that URS incurred cost and schedule impacts.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

A handwritten signature in blue ink, appearing to read "Terrill Stammler".

Terrill Stammler
Construction Manager

Tos/tos
Attachment

cc: Frank Devita – D&B
Ken Kaufman – URS
Ken Sullivan - URS
Peggy Pendergast – URS

Attachment A – Submittal Review Spreadsheet

Franklin Cleaners
Submissions and Review Delays

Attachment A

Transmittal Number	Submission Number	Transmittal Description	Specified or "Or-Equal"	Submission Date	Engineer Return	Review Delay	Code	Comment
17	1st	Carbon Vessels	"Or-Equal"	9/5/2002	9/27/2002	8	Resubmit	Specified Vessels Submitted Next
18	1st	Signet Flow Meter	Specified	9/5/2002	9/27/2002	8	ASN	
19	1st	Pressure Blower	"Or-Equal"	9/5/2002	10/9/2002	21	Resubmit	
19B	2nd	Pressure Blower	"Or-Equal"	11/11/2002	12/12/2002	18	ASN	Specified Pumps do not meet Technical Requirements Change Order Submitted
21	1st	Well Permits	Specified	9/9/2002	9/27/2002	4	Resubmit	
21A	2nd	Well Permits	Specified	10/16/2002	11/29/2002	31	Approved	
22	1st	Well Pumps	Specified	9/9/2002	10/9/2002	17	Resubmit	Specified Pumps do not meet Technical Requirements Change Order Submitted
23A	2nd	Air Stripper	"Or-Equal"	11/12/2002	12/12/2002	17	ASN	
24	1st	Well Level Sensors	Specified	9/10/2002	10/9/2002	16	ASN	
25	1st	Dry Well	Precast	9/10/2002	9/27/2002	3	Resubmit	Engineer held up approval Due to "Means and Methods"
25A	2nd	Dry Well	Precast	10/18/2002	11/8/2002	8	Resubmit	
25B	3rd	Dry Well	Precast	11/26/2002	12/17/2002	8	ASN	
26	1st	Mini Float Switches	Specified	9/10/2002	10/9/2002	16	ASN	Specified Meters do not meet Technical Requirements and are no longer Manufactured Change Order Submitted
28	1st	Portland Cement	"Or-Equal"	9/16/2002	10/9/2002	10	Resubmit	
30	1st	Neptune Flow Meter	Specified	9/16/2002	10/9/2002	10	Resubmit	
30A	2nd	Neptune Flow Meter	Specified	11/19/2002	12/5/2002	3	ASN	Specified Pipe Not Available in United States. RFI sent for direction to
31	1st	Variable Frequency Drives	Specified	9/17/2002	10/9/2002	10	Resubmit	
31A	2nd	Variable Frequency Drives	Specified	11/7/2002	11/29/2002	8	ASN	
32	3rd Review	Discharge Pipe - SDR 26	Specified Manufacturer	10/4/2002	11/11/2002	25	ASN	Specified Pipe Not Available in United States. RFI sent for direction to
36	1st	Sch 80 PVC	Not Specified	9/25/2002	11/14/2002	35	Resubmit	
37	1st	Steel Reinforcing Plan	Not Specified	10/9/2002	11/14/2002	23	Resubmit	
38	1st	Expansion Anchors	Specified	10/9/2002	11/14/2002	23	ASN	2nd Submittal (53A) was the Specified Valve
48	1st	Extraction Controls	Specified	11/6/2002	12/11/2002	22	Resubmit	
50	1st	Flygt Pump	Specified	11/26/2002	12/17/2002	8	ASN	
52	1st	Asphalt Shingles	Specified	11/13/2002	12/11/2002	15	Resubmit	2nd Submittal (53A) was the Specified Valve
53	1st	Butterfly Valve	"Or-Equal"	11/14/2002	12/5/2002	8	Resubmit	
55A	2nd	Vinyl Soffits & Fascias	Specified	12/9/2002	1/31/2003	40	Approved	
56	1st	Waterproofing	Specified	1/10/2003	2/12/2003	20	ASN	
60	1st	Truss Design	Design	12/26/2002	1/22/2003	14	ASN	

Completely different blower

Total: 449 Days

Attachment B - Labor

**Franklin Cleaners
Attachment B - Labor**

Item	Quantity	Unit	Unit Rate	Direct Cost	Contractor's Fee	Item Total
<i>Week Ending - 1/17/03</i>						
Ken Sullivan	13.5	Hour	\$116.55	\$1,573.43	incl	\$1,573.43
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	5	day	\$42.00	\$210.00	\$10.50	\$220.50
Hotel	4	Day	\$110.39	\$441.56	\$22.08	\$463.64
<i>Week Ending - 1/24/03</i>						
Ken Sullivan	11	Hour	\$116.55	\$1,282.05	incl	\$1,282.05
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	0	day	\$42.00	\$0.00	\$0.00	\$0.00
Hotel	0	Day	\$110.39	\$0.00	\$0.00	\$0.00
<i>Week Ending - 1/31/03</i>						
Ken Sullivan	9	Hour	\$116.55	\$1,048.95	incl	\$1,048.95
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	5	day	\$42.00	\$210.00	\$10.50	\$220.50
Hotel	4	Day	\$110.39	\$441.56	\$22.08	\$463.64
<i>Week Ending - 2/07/03</i>						
Ken Sullivan	12	Hour	\$116.55	\$1,398.60	incl	\$1,398.60
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	5	day	\$42.00	\$210.00	\$10.50	\$220.50
Hotel	4	Day	\$110.39	\$441.56	\$22.08	\$463.64
<i>Week Ending - 2/14/03</i>						
Ken Sullivan	9.5	Hour	\$116.55	\$1,107.23	incl	\$1,107.23
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	5	day	\$42.00	\$210.00	\$10.50	\$220.50
Hotel	4	Day	\$110.39	\$441.56	\$22.08	\$463.64
<i>Week Ending - 2/21/03</i>						
Ken Sullivan	13	Hour	\$116.55	\$1,515.15	incl	\$1,515.15
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	5	day	\$42.00	\$210.00	\$10.50	\$220.50
Hotel	4	Day	\$110.39	\$441.56	\$22.08	\$463.64
<i>Week Ending - 2/28/03</i>						
Ken Sullivan	12	Hour	\$116.55	\$1,398.60	incl	\$1,398.60
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	4	day	\$42.00	\$168.00	\$8.40	\$176.40
Hotel	3	Day	\$110.39	\$331.17	\$16.56	\$347.73
<i>Week Ending - 3/07/03</i>						
Ken Sullivan	13.5	Hour	\$116.55	\$1,573.43	incl	\$1,573.43
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	5	day	\$42.00	\$210.00	\$10.50	\$220.50
Hotel	4	Day	\$110.39	\$441.56	\$22.08	\$463.64
<i>Week Ending - 3/14/03</i>						
Ken Sullivan	12	Hour	\$116.55	\$1,398.60	incl	\$1,398.60
Kevin McGettigan	40	Hour	\$72.68	\$2,907.20	incl	\$2,907.20
Per Diem	5	day	\$42.00	\$210.00	\$10.50	\$220.50
Hotel	4	Day	\$110.39	\$441.56	\$22.08	\$463.64
Total:						\$43,773.92

URS CORPORATION
Employee TimesheetEmployee ID: 18163
Employee Name: Sullivan, Kenneth M M.Revision: 1
Class: WEEKLY,E,B,REG,ACTIVE
Weekly Period Ending: 01/17/2003

Ln	Project WBS	Pay Type	Job Type	Charge Description	Sat 01/11	Sun 01/12	Mon 01/13	Tue 01/14	Wed 01/15	Thu 01/16	Fri 01/17	Total
1	807260.010101	10	0	PROJECT MAN			7.00	2.00	6.00	4.00	8.00	27.00
2	212401.0101	10	0	STD/MGMT-RE			1.00	6.00	2.00	4.00		13.00
3												
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30												
Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

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Co./Dept.	
Phone #	
Fax #	

Timesheet Approvals

Signature: Sullivan, Kenneth M M.
Approval: Kaufman, Kenneth M M.

URS CORPORATION
Employee Timesheet

Employee ID: 18163

Employee Name: Sullivan, Kenneth M M

Revision: 1

Class: WEEKLY, E.D. REG. ACTIV

Weekly Period Ending: 01/24/2003

Ln	Project WBS	Pay Type	Job Type	Charge Description	Sat 01/18	Sun 01/19	Mon 01/20	Tue 01/21	Wed 01/22	Thu 01/23	Fri 01/24	Total
1	807260.010101	10	0	PROJECT MANAGEMENT - F			6.00	4.00	6.00	3.00	3.00	22.00
2	212401.0101	10	0	STD/MGMT -PEL-FED-STD/M			2.00	4.00	2.00	5.00	5.00	18.00
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: Sullivan, Kenneth M M

Approval: Kaufman, Kenneth M M

URS CORPORATION
Employee TimesheetEmployee ID: 18163
Employee Name: Sullivan, Kenneth M M.Revision: 1
Class: WEEKLY, E.B. REG. ACTIV
Weekly Period Ending: 01/31/2003

Ln	Project WBS	Pay Type	Job Type	Charge Description	Sat 01/25	Sun 01/26	Mon 01/27	Tue 01/28	Wed 01/29	Thu 01/30	Fri 01/31	Total
1	807260.010101	10	0	PROJECT MANAGEMENT - F			3.00	3.00	4.00	4.00	4.00	18.00
2	212401.0101	10	0	STD/MGMT-RELI-STD/M			5.00	5.00	4.00	4.00	4.00	22.00
3												
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Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: Sullivan, Kenneth M M.
Approval: Kaufman, Kenneth M M.

URS CORPORATION
Employee TimesheetEmployee ID: 18163
Employee Name: Sullivan, Kenneth M M.Revision: 1
Class: WEEKLY, E.B, REG, ACTIV
Weekly Period Ending: 02/07/2003

Ln	Project WBS	Pay Type	Job Type	Charge Description	Sat 02/01	Sun 02/02	Mon 02/03	Tue 02/04	Wed 02/05	Thu 02/06	Fri 02/07	Total
1	807260.010101	10	0	PROJECT MANAGEMENT - F			2.00	4.00	8.00	8.00	2.00	24.00
2	212401.0101	10	0	STD/MGMT-REL-FED-STD/M			6.00	4.00			2.00	12.00
3	VACATION	VAC		Vacation							4.00	4.00
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Total Regular Hours:							8.00	8.00	8.00	8.00	8.00	40.00
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Total Hours:							8.00	8.00	8.00	8.00	8.00	40.00
Time In:												
Time Out:												
Non-Work Hours:												
On-Site Work Hours:												

Timesheet Approvals

Signature: Sullivan, Kenneth M M.
Approval: Sullivan, Kenneth M M.

URS CORPORATION
Employee TimesheetEmployee ID: 18163
Employee Name: Sullivan, Kenneth M.M.Revision: 1
Close: WEEKLY, F.B. REG. ACTIV
Weekly Period Ending: 02/14/2003

Ln	Project, WBS	Pay Type	Job Type	Charge Description	Sat 02/08	Sun 02/09	Mon 02/10	Tue 02/11	Wed 02/12	Thu 02/13	Fri 02/14	Total
1	807260.010101	10	0	PROJECT MANAGEMENT - F			4.00	7.00	4.00	4.00		19.00
2	212401.0101	10	0	STD/MGMT. REL-FED-STD/M			4.00	1.00	4.00	4.00		13.00
3	VACATION	VAC		Vacation							8.00	8.00
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
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Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: Sullivan, Kenneth M.M.
Approval: Kaufman, Kenneth M.M.

URS CORPORATION
Employee TimesheetEmployee ID: 18163
Employee Name: Sullivan, Kenneth M.M.Revision: 1
Class: WEEKLY, Y, E, H, REG, ACTIV
Weekly Period Ending: 02/21/2003

In	Project: WBS	Pay Type	Job Type	Charge Description	Sat 02/15	Sun 02/16	Mon 02/17	Tue 02/18	Wed 02/19	Thu 02/20	Fri 02/21	Total
1	807260.010101	10	0	PROJECT MANAGEMENT - F			2.00	4.00	8.00	4.00	8.00	26.00
2	212401.0101	10	0	STD/MGMT-RE1-FFD-STD/M			6.00			4.00		10.00
3	VACATION	VAC		Vacation				4.00				4.00
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Total Regular Hours:							8.00	8.00	8.00	8.00	8.00	40.00
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Total Hours:							8.00	8.00	8.00	8.00	8.00	40.00
Time In:												
Time Out:												
Non-Work Hours:												
Off-Site Work Hours:												

Timesheet Approvals

Signature: Sullivan, Kenneth M.M.
Approval: Kaufman, Kenneth M.M.

URS CORPORATION
Employee TimesheetEmployee ID: 18163
Employee Name: Sullivan, Kenneth M MRevision: 1
Class: WEEKLY, F.B, REG, ACTIV
Weekly Period Ending: 02/28/2003

Ln	Project WBS	Pay Type	Job Type	Charge Description	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Total
1	807260.010101	10	0	PROJECT MANAGEMENT - P	02/22	02/23	02/24	02/25	02/26	02/27	02/28	
2	212401.0101	10	6	STD/MGMT-REL-FED-STD/M			4.00	4.00	4.00	8.00	4.00	24.00
3							4.00	4.00	4.00		4.00	16.00
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
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Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: Sullivan, Kenneth M M.
Approval: Kaufman, Kenneth M M.

URS CORPORATION
Employee Timesheet

Revision: 1

Class: WEEKLY,E,B,REG,ACTIVE

Employee ID: 18163

Employee Name: Sullivan, Kenneth M M.

Weekly Period Ending: 03/07/2003

Ln	Project WBS	Pay Type	Job Type	Charge Description	Sat 03/01	Sun 03/02	Mon 03/03	Tue 03/04	Wed 03/05	Thu 03/06	Fri 03/07	Total
1	807260.010101	10	0	PROJECT MAN			5.00	9.00	5.00	4.00	4.00	27.00
2	212401.0101	10	0	STD/MGMT-RE			5.00		4.00	4.00		13.00
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Total Regular Hours							10.00	9.00	9.00	8.00	4.00	40.00
Total Overtime Hours												
Total Hours							10.00	9.00	9.00	8.00	4.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: Sullivan, Kenneth M M.

Approval: Kaufman, Kenneth M M.

URS CORPORATION
Employee TimesheetEmployee ID: 18163
Employee Name: Sullivan, Kenneth M M.Revision: 1
Class: WEEKLY, E.B., REG, ACTIV
Weekly Period Ending: 03/14/2003

Ln	Project, WBS	Pay Type	Job Type	Charge Description	Sat 03/08	Sun 03/09	Mon 03/10	Tue 03/11	Wed 03/12	Thu 03/13	Fri 03/14	Total
1	807260.010101	10	0	PROJECT MANAGEMENT - F			4.00	4.00	8.00	4.00	4.00	24.00
2	212401.0101	10	0	STD/MCMT-REL-FID-STD/M			4.00	4.00		4.00	4.00	16.00
3												
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: Sullivan, Kenneth M M
Approval: Kaufman, Kenneth M M

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 4
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 01/17/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 01/11	Sun 01/12	Mon 01/13	Tue 01/14	Wed 01/15	Thu 01/16	Fri 01/17	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			10.00	10.00	10.00	10.00		40.00
2	211401.0101	10		STD/MGMT -ROS/EAST -STD								
3	SICK	SICK		Sick								
4	HOL	HOL		Holiday								
5	807260.010110	10	0	ADDITIONAL MANAGEMEN							8.00	8.00
6	807260.010110	10	0	ADDITIONAL MANAGEMEN							-8.00	-8.00
7	807260.010301	10	0	SITE OVERHEAD - FRANKLI			-2.00	-2.00	-2.00	-2.00	8.00	
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: Approve, Timesheet .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 01/24/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 01/18	Sun 01/19	Mon 01/20	Tue 01/21	Wed 01/22	Thu 01/23	Fri 01/24	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	211401.0101	10		STD/MGMT -ROS/EAST -STD								
3	SICK	SICK		Sick								
4	HOL	HOL		Holiday								
5	807260.010110	10	0	ADDITIONAL MANAGEMEN								
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 01/31/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 01/25	Sun 01/26	Mon 01/27	Tue 01/28	Wed 01/29	Thu 01/30	Fri 01/31	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	211401.0101	10		STD/MGMT -ROS/EAST -STD								
3	SICK	SICK		Sick								
4	HOL	HOL		Holiday								
5	807260.010110	10	0	ADDITIONAL MANAGEMEN								
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 02/07/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 02/01	Sun 02/02	Mon 02/03	Tue 02/04	Wed 02/05	Thu 02/06	Fri 02/07	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	807260.010110	10	0	ADDITIONAL MANAGEMEN								
3	211401.0101	10		STD/MGMT -ROS/EAST -STD								
4	HOL	HOL		Holiday								
5	SICK	SICK		Sick								
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 02/14/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 02/08	Sun 02/09	Mon 02/10	Tue 02/11	Wed 02/12	Thu 02/13	Fri 02/14	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	807260.010110	10	0	ADDITIONAL MANAGEMEN								
3	211401.0101	10		STD/MGMT -ROS/EAST -STD								
4	HOL	HOL		Holiday								
5	SICK	SICK		Sick								
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30												
Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 02/21/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 02/15	Sun 02/16	Mon 02/17	Tue 02/18	Wed 02/19	Thu 02/20	Fri 02/21	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	807260.010110	10	0	ADDITIONAL MANAGEMEN								
3	211401.0101	10		STD/MGMT -ROS/EAST -STD								
4	HOL	HOL		Holiday								
5	SICK	SICK		Sick								
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 02/28/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 02/22	Sun 02/23	Mon 02/24	Tue 02/25	Wed 02/26	Thu 02/27	Fri 02/28	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	807260.010110	10	0	ADDITIONAL MANAGEMEN								
3	211401.0101	10		STD/MGMT -ROS/EAST -STD								
4	HOL	HOL		Holiday								
5	SICK	SICK		Sick								
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name:McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,ACT
Weekly Period Ending: 03/07/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 03/01	Sun 03/02	Mon 03/03	Tue 03/04	Wed 03/05	Thu 03/06	Fri 03/07	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	807260.010110	10	0	ADDITIONAL MANAGEMEN								
3	211401.0101	10		STD/MGMT -ROS/EAST -STD								
4	HOL	HOL		Holiday								
5	SICK	SICK		Sick								
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Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

URS CORPORATION
Employee Timesheet

Employee ID: 23085
Employee Name: McGettigan, Kevin

Revision: 1
Class: WEEKLY,E,B,REG,AC
Weekly Period Ending: 03/14/2003

Ln	Project.WBS	Pay Type	Job Type	Charge Description	Sat 03/08	Sun 03/09	Mon 03/10	Tue 03/11	Wed 03/12	Thu 03/13	Fri 03/14	Total
1	807260.010301	10	0	SITE OVERHEAD - FRANKLI			8.00	8.00	8.00	8.00	8.00	40.00
2	807260.010110	10	0	ADDITIONAL MANAGEMEN								
3	211401.0101	10		STD/MGMT -ROS/EAST -STD								
4	HOL	HOL		Holiday								
5	SICK	SICK		Sick								
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30												
Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: McGettigan, Kevin
Approval: McCracken, Thomas L .

Woodbury Inn (Best Western)
7940 Jericho Tpk
Woodbury, NY 11797
Phone: (516) 921-6900
Fax: (516) 921-6908

Franklin Cleaners
807260.010301
PO 576045

SUMMARY

Kevin McGettigan:

Stammiller Terrill:

<u>inv.no.</u>	<u>dates</u>	<u>total days</u>	<u>rate</u>	<u>phone</u>	<u>daily total</u>	<u>inv.no.</u>	<u>dates</u>	<u>total days</u>	<u>rate</u>	<u>phone</u>	<u>daily total</u>	<u>week's total</u>
	1/13 - 1/17/03	4	110.39	--	441.56							
	1/20 - 1/24/03	--	--	--	--							
	1/27 - 1/30/03	4	110.39	16.80	458.36							
49020203					899.92							899.92
<hr/>												
	2/3 - 2/6/03	4	110.39	--	441.56							
	2/10 - 2/10/03	1	110.39	--	110.39							
	2/11 - 2/13/03	3	110.39	7.20	338.37		2/11 - 2/12/03	2	110.39	--	220.78	
49022003					890.32						220.78	1,111.10
<hr/>												
	2/24 - 2/26/03	3	110.39	--	331.17							
07022803					331.17							331.17
<hr/>												
	3/3 - 3/6/03	4	110.39	44.95	486.51							
	3/10 - 3/12/03	3	110.39	3.60	334.77							
	3/13/03	1	110.39	--	110.39							
07031903					931.67							931.67
<hr/>												
	3/17 - 3/20/03	4	110.39	6.90	448.46							
	3/24 - 3/27/03	4	110.39	17.10	458.66							
07040203					907.12							907.12
<hr/>												
	4/9 - 4/10/03	2	99.24	32.60	231.08							
49041403					231.08							231.08

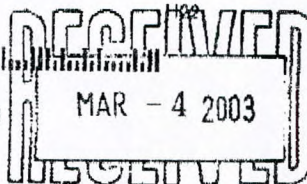
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Attachment C – Other Direct Costs



Account number
516 483-0437 488 274
Billing date **February 19, 2003**

U R S
201 WILLOWBROOK BLVD
WAYNE NJ
07470-7041



Total amount due **\$756.24**
Payment is due on **March 17, 2003**
Please make your check payable to Verizon
and write your account number on check.

\$.

VERIZON
P O BOX 15124
ALBANY NY 12212-5124

020051648304374881272104 0309000000000000000000007562406

Please detach and return the above with your payment. Thank you for your payment by mail. See your phone book for correspondence addresses and payment locations. If paying in person bring this entire page with you.



Account number **516 483-0437 488 274**
Billing date **February 19, 2003**

Summary of account

Current charges	
Verizon	\$714.25
Verizon Enterprise Solutions	41.99
Total current charges	\$756.24
Total amount due	\$756.24

Payment is due on **March 17, 2003**

- Balances carried to the next bill may be assessed a 1.5% late payment charge.
- You have a new service provider on this bill. Please check your detailed pages carefully. Questions about your bill? Please call the telephone number shown on the company's summary page.

Service to **U R S
201 WILLOWBROOK BLVD
WAYNE NJ
07470-7041**

• Manage your account online at www.verizon.com

807260.100301
S. Heber
87063
3/4/03

756.24 Bill
- 474.11 Hookup charges
282.13 month charges



Account number 516 483-0437 488 274
Bill date February 19, 2003
Verizon Page 1

MAAD
07470

Welcome ... We are pleased to have you as a customer.

This bill includes charges for service from your connection date as well as a charge for one month's service in advance. Future bills will bill your monthly service in advance.

Payment of your bill is expected by the due date shown on the first page of your bill.

Verizon important numbers

No charge applies on calls to the below telephone numbers if placed from within your Regional Calling Area or to an 800 number. Check the Customer Guide pages of your Verizon telephone directory for more information.

Customer service

8:30 am - 5:00 pm Monday - Friday

For new service, changes to your existing service

or product information

890-0200

For questions about your Verizon bill

890-1400

Using your Touch-tone phone, you can access our automated account

information line 24 hours a day, to check your balance, report a payment or

make payment arrangements

1 800 698-3545

Customer News

Important rate information for Verizon customers.

Please see this month's Extra newsletter for rate increases for some of our products and services.

Summary of Verizon charges

Monthly service February 19 through March 18	\$141.50
Service order/other charges and credits	474.11
Enhanced Services	8.82
Local calls	19.55
Directory information	4.15
County emergency services surcharge*	1.40
Federal Tax (3%)	9.63
State and Local taxes (8.5%)	55.09
Total	\$714.25

* Surcharge required by your municipality to recover the costs of its planned E 9-1-1 system. Contact municipality for date system will be activated.

Monthly service

These charges are for February 19 through March 18.

Line charge ordered by the Federal Communications Commission

\$112.98
28.52
Total
\$141.50



Account number 516 483-0437 488 274
Bill date February 19, 2003
Verizon Page 2

Service order charges and credits

	Per month	Amount
Service request ORDER 2QE3488G Jan 22, 2003 through Feb 18, 2003		
1. 4 Local Number Portability Surcharge - CENTREX Line	\$.92	\$.83 *
2. 4 Centrex Exchange Access	6 .44	5.80 *
3. 4 Federal Universal Service Fund Surcharge - Business Centrex	.64	.58 *
4. 4 FCC Line Charge	28.52	25.67 *
Jan 22, 2003		
5. 2 One Time Charges Labor Charges for Inside Wire Installation		190.00 #
Jan 22, 2003 through Feb 18, 2003		
Centrex Line		
516 483-0480		
Centrex Line		
516 483-0516		
Centrex Line		
Taxes: * Subject to Federal State/Local # Subject To State/Local		



Account number 516 483-0437 488 274
Billing date February 19, 2003
Verizon Page 3

Service order charges and credits (continued)

MAAD
07470

	Per month	Amount	
516 483-0703			
Centrex Line			
1. Assumed Dial 9 - per line	\$25.00	\$22.50	*
2. Call Answering	8.50	7.65	*
Jan 22, 2003			
3. Entrance Bridge		8.00	#
4. Network Interface		\$18.21	#
Installation Charge			
5. Station Wire		13.71	#
6. Modular Jack/s		3.42	#
7. Non-Recurring Charge		5.00	#
Jan 22, 2003 through Feb 18, 2003			
516 483-0480			
8. Assumed Dial 9 - per line	25.00	22.50	*
Jan 22, 2003			
9. Entrance Bridge		8.00	#
10. Network Interface		\$18.21	#
Installation Charge			
11. Modular Jack/s		3.42	#
Jan 22, 2003 through Feb 18, 2003			
516 483-0516			
12. Assumed Dial 9 - per line	25.00	22.50	*
Jan 22, 2003			
13. Entrance Bridge		8.00	#
Taxes: * Subject To Federal State/Local # Subject To State/Local			



Account number 516 483-0437 488 274
 Billing date February 19, 2003
 Verizon Page 4

Service order charges and credits (continued)

	Per month	Amount	
1. Network Interface Installation Charge		\$18.21	#
2. Modular Jack/s			
Jan 22, 2003 through Feb 18, 2003 516 483-0703		3.42	#
3. Assumed Dial 9 - per line	25.00		
Jan 22, 2003		22.50	*
4. Entrance Bridge		8.00	#
5. Network Interface Installation Charge		\$18.21	#
6. Modular Jack/s			
		3.42	#
Sub Total		457.76	

Other charges and credits

Verizon Business LinkSM Plan

Volume Discount

Amount eligible under Business Link Plan **

This month you qualify for a Business Link Volume Discount of

7. This month's Volume Discount credit is

8.37
10%

Sub Total

\$.84CR*
.84CR

**For details of Verizon Business LinkSM eligible usage, see the Local Calls section of your bill.

8. NY Gross Income Tax Surcharge

Service Order Charges and Credits Subtotal

\$.80 *

Other Charges and Credits Subtotal

457.76

N.Y. State/MTA surcharge

.04CR

Total

16.39 *

Taxes: * Subject to Federal State/Local // Subject To State/Local

Total

\$474.11

Enhanced services

Voice messaging service

N.Y. State/MTA Surcharge
Total

8.50
32
\$8.82



Account number 516 483-0437 488 274
Billing date February 19, 2003
Verizon Page 5

Local calls

MAAD
07470

Call Region	Rates*		See details below for discount information Night and weekend discount for local calling is 12.85%						Amount
			Initial charge per call	Add'l min.	Calls	Add'l min.	Calls	Add'l min.	
NASSAU	7.5¢	1.2¢	127	79	0	0	0	0	\$10.47
W.SUFFOLK	9.0¢	8.0¢	27	42	0	0	1	1	5.968
N.Y. CITY	9.0¢	8.0¢	6	14	0	0	0	0	1.668
E.SUFFOLK	9.0¢	8.0¢	3	6	0	0	0	0	.758
N.Y. State/MTA surcharge									.71
Total									\$19.55

* Your Local Calling initial rate is for the first 3 minutes of each call (or fraction thereof). That can be found on the top line of the grid above. Your Regional Toll calling rate is found on all of the lines of the grid above, except for the top line. Those are the calls that are outside of your local area, but are not considered Long Distance. If you subscribe to a Calling Plan, those discounts will be applied to the appropriate rates detailed above.

& As a Verizon Business LinkSM Plan member, all of your Verizon directly dialed regional calls may be discounted. Look in the Other Charges and Credits section of this bill to see your savings.

Directory Information

In state
8 requests at \$.50 each

N.Y. State/MTA surcharge \$4.00
Total \$4.15

Pay Your Verizon Bill Online

Does saving time, effort, and stamps sound appealing? Now is the time to register on verizon.com and take care of your Verizon bill online. It's quick, easy, and FREE. You can view and pay your bill anytime, anywhere you have Internet access. So log on to www.verizon.com/mybill2 and take care of your Verizon bill the simple way - online. You'll need your current Verizon bill to register.

*Some features may not be available in all areas and to all customers.

Sign up for ONE-BILL

Simplify your life by signing up for ONE-BILL and getting one combined bill for your Verizon Wireless, Local, and Long Distance services. You'll have just one check to write and one stamp to lick. Call your local business office today to learn more about One Bill. You'll find the business office number in your enclosed bill.

Verizon

Bell Atlantic-NY

NYNEX

New York Telephone



Account number 516 483-0437 488 274
Billing date February 19, 2003
BUS SVCS Page 1

MAAD
07470

This portion of your bill is provided as a service to Verizon Enterprise Solutions.

This is a new service provider this month.

Long Distance Important Numbers

If you have any questions about the long distance service provided by Verizon Enterprise Solutions, please call 1-718-890-0200.

Summary of Long Distance Charges

1. Contracts and plans					\$0.00
Monthly recurring and non-recurring charges					
2. Switched Outbound					\$7.72
Usage detail charges	Calls	Mins.			
FirmRate Plus Calling Plan					
3. Switched Outbound	89	399.7			\$27.98
4. Taxes, surcharges and other fees					\$6.29
Total Long Distance Charges					\$41.99

 verizon

Account number 516 483-0437 488 274
Billing date February 19, 2003
BUS SVCS Page 2

Long Distance Service Problems?
Call 1-800-275-2355

Could Toll Free service help your organization?
We offer 800, 888 and 877 service for the same
rate as your Verizon long distance plan. Call
your Verizon business office today if you want
the convenience of a single source for Local,
Long Distance and Toll Free services!

Thank you for selecting Verizon Enterprise
Solutions as your new service provider for long
distance. Now you can enjoy the benefits of
having one source for both your local and long
distance services. We look forward to serving
you.

Contracts and plans

Recurring charges are for Feb 11 thru Mar 10

Charges

	Type-Date	
1. FirmRate Plus Calling Plan Minimum Spend Levels (COMM) \$5.00	M-01/23/03	\$0.00
2. FirmRate Plus Calling Plan Minimum Spend Levels (COMM) \$5.00	Added 01/24-02/10	\$0.00

Total Contracts and plans

\$0.00

Monthly recurring and non-recurring charges

Recurring charges are for Feb 11 thru Mar 10

Switched Outbound

Line: 516 483-0437

Type-Date

3. Federal Access Charge	M-01/24/03	\$1.26
4. Federal Access Charge Service request 313995826	Added 01/25-02/10	\$0.67

Line: 516 483-0480



Account number 516 483-0437 488 274
Bill date February 19, 2003
BUS SVCS Page 3

MAAD
07470

Switched Outbound

Line: 516 483-0480

Type-Date

(continued)

1. Federal Access Charge

M-01/24/03

\$1.26

2. Federal Access Charge

Added

\$0.67

Service request 343976221

01/25-02/10

Line: 516 483-0516

3. Federal Access Charge

M-01/24/03

\$1.26

4. Federal Access Charge

Added

\$0.67

Service request 373997837

01/25-02/10

Line: 516 483-0703

5. Federal Access Charge

M-01/24/03

\$1.26

6. Federal Access Charge

Added

\$0.67

Service request 404000403

01/25-02/10

Total Switched Outbound

Total monthly recurring & non-recurring charges

\$7.72

\$7.72

Explanation of Type-Date

M-indicates monthly recurring charge;
the date is the original installation date.

N-indicates a non-recurring charge;
the date is the service request date.

Added-indicates partial month charge for added
service; the dates reflect the period covered
by the charge.

Removed-indicates partial month credit for
removing service; the dates reflect the period
covered by the credit.

Usage detail

FirmRate Plus Calling Plan

Switched Outbound

Calls on 516 483-0480

HEMPSTEAD NY

no.	date	time	place	number	type	rate	min.	amount
Domestic								
7.	2/06	10:22am	Albany	NY 518 402-9814	Flat		1.6	0.11



Account number 516 483-0437 488-274
 Billing date February 19, 2003
 BUS SVCS Page 4

Switched Outbound

(continued)

no.	date	time	place	number	type	rate	min.	amount
1.	2/06	10:24am	Albany	NY 518 402-9814				
2.	2/06	10:37am	Albany	NY 518 402-9814	Flat		6.6	0.46
3.	2/06	10:46am	Jonesville	NY 518 877-6169	Flat		8.5	0.60
4.	2/06	4:15pm	Albany	NY 518 402-9814	Flat		8.4	0.59
					Flat		1.0	0.07

For 516 483-0480

\$1.83

Calls on 516 483-0516

HEMPSTEAD NY

no.	date	time	place	number	type	rate	min.	amount
5.	1/27	10:23am	Phila	PA 267 688-1318	Flat		0.3	0.02
6.	1/27	10:25am	Phila	PA 267 688-1318	Flat		0.3	0.02

For 516 483-0516

\$0.04

Calls on 516 483-0703

HEMPSTEAD NY

no.	date	time	place	number	type	rate	min.	amount
7.	1/27	11:14am	Little Fls	NJ 973 812-6869	Flat		0.3	0.02
8.	1/27	11:18am	Little Fls	NJ 973 812-6869	Flat		6.8	0.48
9.	1/27	11:52am	Lexingtonpk	MD 301 672-3003	Flat		3.0	0.21
10.	1/27	12:45pm	Newtown Sq	PA 610 356-8300	Flat		1.9	0.13
11.	1/27	12:52pm	Newtown Sq	PA 610 356-8302	Flat		23.2	1.62
12.	1/27	1:24pm	Newtown Sq	PA 610 356-8302	Flat		0.6	0.04
13.	1/27	1:28pm	Willow Grv	PA 215 830-2075	Flat		0.4	0.03
14.	1/27	3:59pm	North East	MD 410 287-0859	Flat		29.6	2.07
15.	1/27	4:33pm	Bryn Mawr	PA 610 527-6818	Flat		4.5	0.32
16.	1/28	9:08am	Little Fls	NJ 973 812-6824	Flat		2.1	0.15
17.	1/28	9:27am	Little Fls	NJ 973 812-6824	Flat		0.9	0.06
18.	1/28	1:59pm	Little Fls	NJ 973 812-6869	Flat		1.8	0.13
19.	1/28	3:21pm	Bryn Mawr	PA 610 527-6818	Flat		14.7	1.03
20.	1/28	3:44pm	Bryn Mawr	PA 610 527-6818	Flat		4.4	0.31
21.	1/29	8:21am	Phila	PA 267 688-1318	Flat		0.3	0.02
22.	1/30	10:20am	Freehold	NJ 908 513-6434	Flat		0.6	0.04
23.	1/30	11:15am	Willow Grv	PA 215 830-2056	Flat		0.3	0.02
24.	1/30	11:18am	Phila	PA 215 535-1653	Flat		28.3	1.98
25.	1/30	11:47am	Willow Grv	PA 215 830-2056	Flat		21.2	1.48
26.	1/30	12:09pm	Freehold	NJ 908 513-6434	Flat		0.3	0.02
27.	1/30	1:56pm	Little Fls	NJ 973 812-6869	Flat		0.3	0.02



Account number 516 483-0437 488 274
Billing date February 19, 2003
BUS SVCS Page 5

MAAD
07470

Switched Outbound

(continued)

no.	date	time	place	number	type	rate	min.	amount
1.	1/30	2:09pm	Little Fls	NJ 973 812-6869	Flat		0.3	0.02
2.	1/30	4:10pm	Freehold	NJ 908 513-6434	Flat		0.3	0.02
3.	1/30	4:13pm	Bryn Mawr	PA 610 527-6818	Flat		9.6	0.67
4.	1/31	10:54am	Oradell	NJ 201 225-3370	Flat		2.9	0.20
5.	1/31	12:21pm	Willow Grv	PA 215 830-2015	Flat		0.3	0.02
6.	1/31	12:22pm	Willow Grv	PA 215 830-2009	Flat		0.3	0.02
7.	1/31	12:23pm	Willow Grv	PA 215 830-2015	Flat		1.0	0.07
8.	1/31	12:53pm	North East	MD 410 287-0859	Flat		10.7	0.75
9.	1/31	1:09pm	North East	MD 410 287-0859	Flat		1.5	0.11
10.	1/31	2:12pm	Little Fls	NJ 973 812-6869	Flat		3.2	0.22
11.	1/31	2:19pm	Phila	PA 267 688-1318	Flat		3.1	0.22
12.	1/31	2:24pm	Phila	PA 267 688-1318	Flat		3.5	0.25
13.	1/31	2:31pm	Little Fls	NJ 973 812-6869	Flat		1.7	0.12
14.	1/31	2:39pm	Little Fls	NJ 973 812-6869	Flat		1.2	0.08
15.	2/03	8:45am	Freehold	NJ 908 513-6434	Flat		1.6	0.11
16.	2/03	8:45am	Little Fls	NJ 973 785-0700	Flat		1.5	0.11
17.	2/03	8:48am	Freehold	NJ 908 513-6434	Flat		1.2	0.08
18.	2/03	1:44pm	Kingprussi	PA 610 246-1975	Flat		14.5	1.02
19.	2/03	2:06pm	Chesterhts	PA 610 459-2400	Flat		1.3	0.09
20.	2/03	3:15pm	Willow Grv	PA 215 830-2056	Flat		8.6	0.60
21.	2/03	3:45pm	Little Fls	NJ 973 785-0700	Flat		1.9	0.13
22.	2/03	3:48pm	Little Fls	NJ 973 812-6869	Flat		1.3	0.09
23.	2/03	3:49pm	Freehold	NJ 908 513-6434	Flat		2.4	0.17
24.	2/04	9:11am	Little Fls	NJ 973 812-6869	Flat		0.3	0.02
25.	2/04	9:12am	Freehold	NJ 908 513-6434	Flat		0.3	0.02
26.	2/04	9:43am	Willow Grv	PA 215 830-2015	Flat		0.9	0.06
27.	2/04	9:45am	Willow Grv	PA 215 830-2009	Flat		0.3	0.02
28.	2/04	9:50am	Willow Grv	PA 215 830-2015	Flat		3.0	0.21
29.	2/04	9:57am	Willow Grv	PA 215 830-2056	Flat		3.7	0.26
30.	2/04	10:06am	Lexingtonpk	MD 301 672-3003	Flat		7.9	0.55
31.	2/04	10:16am	Little Fls	NJ 973 812-6824	Flat		1.1	0.08
32.	2/04	10:17am	Caldwell	NJ 973 809-3808	Flat		0.7	0.05
33.	2/04	10:19am	North East	MD 410 287-0860	Flat		0.3	0.02
34.	2/04	10:20am	Lexingtonpk	MD 301 672-3003	Flat		0.7	0.05
35.	2/04	12:08pm	Bryn Mawr	PA 610 527-6818	Flat		1.1	0.08
36.	2/04	1:02pm	Little Fls	NJ 973 812-6869	Flat		0.3	0.02
37.	2/04	1:31pm	Bryn Mawr	PA 610 527-6818	Flat		0.7	0.05
38.	2/04	3:43pm	North East	MD 410 287-0859	Flat		10.4	0.73
39.	2/04	4:02pm	Little Fls	NJ 973 785-0700	Flat		1.8	0.13
40.	2/04	4:25pm	North East	MD 410 287-0859	Flat		4.9	0.34



Account number 516 483-0437 488 274
Bill date February 19, 2003
BUS SVCS Page 6

Switched Outbound

(continued)

no.	date	time	place	number	type	rate	min.	amount
1.	2/05	8:09am	Little Fls	NJ 973 812-6869	Flat		0.3	0.02
2.	2/05	8:10am	Freehold	NJ 908 513-6434	Flat		0.3	0.02
3.	2/05	8:58am	Little Fls	NJ 973 785-0700	Flat		13.7	0.96
4.	2/05	10:35am	Little Fls	NJ 973 812-6869	Flat		5.7	0.40
5.	2/05	10:48am	Bryn Mawr	PA 610 527-6818	Flat		14.4	1.01
6.	2/05	11:44am	Little Fls	NJ 973 785-0700	Flat		3.3	0.23
7.	2/05	2:03pm	Evendale	OH 513 243-8433	Flat		0.3	0.02
8.	2/06	9:04am	Albany	NY 518 402-9814	Flat		0.6	0.04
9.	2/06	9:05am	Jonesville	NY 518 877-6169	Flat		0.3	0.02
10.	2/06	3:03pm	Little Fls	NJ 973 812-6869	Flat		18.9	1.32
11.	2/06	4:26pm	North East	MD 410 287-0859	Flat		1.7	0.12
12.	2/06	4:45pm	Little Fls	NJ 973 785-0700	Flat		3.8	0.27
13.	2/06	4:51pm	Little Fls	NJ 973 812-6869	Flat		18.4	1.29
14.	2/10	8:00am	Phila	PA 267 688-1318	Flat		0.5	0.04
15.	2/10	8:02am	Phila	PA 267 688-1318	Flat		0.4	0.03
16.	2/10	8:03am	Bryn Mawr	PA 610 527-9820	Flat		1.7	0.12
17.	2/10	8:13am	Bryn Mawr	PA 610 527-9820	Flat		11.3	0.79
18.	2/10	2:55pm	Little Fls	NJ 973 785-0700	Flat		7.1	0.50
19.	2/10	3:15pm	Little Fls	NJ 973 785-0700	Flat		1.4	0.10
20.	2/11	3:01pm	Bryn Mawr	PA 610 527-6818	Flat		4.9	0.34
21.	2/11	3:21pm	Little Fls	NJ 973 785-0700	Flat		6.2	0.43

For 516 483-0703 \$26.11

Total Switched Outbound \$27.98

Total FirmRate Plus Calling Plan \$27.98

Total Usage detail \$27.98

Type indicates special service included

- 2 Payphone Surcharge
- 4 Directory Assist Call Completion Surcharge
- 6 Operator Assist Surcharge
- 8 Payphone & Call Completion Surcharge
- 9 Payphone & Operator Assist Surcharge

Taxes, surcharges and other fees

Surcharges and other fees

22. Universal service fund surcharges \$2.88



Account number 516 483-0437 488 274
Billing to February 19, 2003
BUS S. 3 Page 7

Last page

MAAD
07470

Taxes, surcharges and other fees

(continued)

1. NY Gross receipts surcharge	\$1.00
2. NY Metropolitan Transit Authority Surcharge	\$0.25
3. Other State/Local Surcharges	\$0.09
Taxes	
4. Federal	
State	\$1.19
5. NY Tax	
Local	\$0.43
6. NY Tax	
	\$0.45
Total Taxes, surcharges and other fees	\$6.29



Virginia

Account number

516 483-0437 488 274Billing date **March 19, 2003**

G11

H22



U R S
201 WILLOWBROOK BLVD
WAYNE NJ
07470-7041

Total amount due **\$241.41**Payment is due on **April 14, 2003**Please make your check payable to Verizon
and write your account number on check.

\$



VERIZON
P O BOX 15124
ALBANY NY 12212-5124

G11.17

020051648304974881272104 0311800000000000000002414107

Please detach and return the above with your payment. Thank you for your payment by mail. See your phone book for correspondence addresses and payment locations. If paying in person bring this entire page with you.

Account number **516 483-0437 488 274**Billing date **March 19, 2003**

Summary of account

Previous charges and credits

Amount of last bill \$756.24
Payments through Mar 21. Thank you 756.24CR

Current charges

Verizon \$196.34
Verizon Enterprise Solutions 45.07
Total current charges **\$241.41**

Total amount due \$241.41

Payment is due on **April 14, 2003**

• Balances carried to the next bill may be assessed a 1.5% late payment charge.

• Questions about your bill? Please call the individual company involved. Phone numbers for each company are listed on the summary page for that company.

Service to

U R S
201 WILLOWBROOK BLVD
WAYNE NJ
07470-7041

• Manage your account online at www.verizon.com

807260.100301
S. Heber
87063
3/27/03

Statement Date: 4/22/03

Vendor Name: Nextel

Acct. #813740024

Vendor #

Date to Austin: _____

Approval: _____

Total Amt. to Pay \$ 2,054.55

Employee No: _____

CELL NUMBER	EMPLOYEE	PROJECT NO.	AMOUNT
1 267-688-1317	SOMEANA, B.	211401.6140.0101	\$ 331.98
2 267-688-1318	McGETTIGAN, K.	807260.6160.010110	319.79
3 367-688-1319	PALLADINO, J.	810408.6140.030605	123.00
4 0267-688-1320	ALEX, K.	211401.6140.0101	123.00
5 301-672-3003	STAMMLER, T.	807260.6140.010110	67.76
5A 301-672-3003	STAMMLER, T.	211401.6140.0101	67.76
6 302-293-5487	CHIN, G.	809874.6140.0330	381.72
7 302-293-5488	McCRACKEN, T.	211401.6140.0101	134.21
8 443-309-5564	LANDIS, J.	211401.6140.0101	135.52
9 856-498-2196	BATTINO, F.	211401.6140.0101	135.52
10 973-432-6559	GELVIN, M.	809553.6140.5500	123.00
11	EQUIPMENT CHARGES	211401.6140.0101	105.99
12	MISC. ADDITIONAL CHARGES	211401.6140.0101	5.00
13	TAXES, FEE ASSESSMENTS	211401.6140.0101	0.30
TOTAL \$			2,054.55



Account name URS CORPORATION
Account number 813740224
Statement date April 22, 2003
Billing period March 18 - April 17, 2003

Page 5

Your Nextel Account Summary

User Name Mobile Number	Adjustments, Access and Other Charges	Telecommunications Services Min:Sec Used/Charges	Messages/ Charges	Nextel Online and Third Party Charges/Taxes KBytes/Charges	Nextel Direct Connect Min:Sec Used/Charges	Unit Taxes, Fees and Assessments	Total Access and Usage
BS URS CORPORATION 267-688-1317	\$119.88	1872:00 \$180.60			22:46	\$31.50	\$231.98
KM URS CORPORATION 267-688-1318	\$109.98	1631:00 \$178.30				\$31.31	\$219.79
JP URS CORPORATION 267-688-1319	\$109.98	468:00				\$13.02	\$123.00
KA URS CORPORATION 267-688-1320	\$109.98	32:00				\$13.02	\$123.00
TS URS CORPORATION 301-672-3303	\$119.88	865:00 \$2.38			2:46	\$13.26	\$135.52
GC URS CORPORATION 332-293-5487	\$119.88	1819:00 \$225.75			8:14	\$35.09	\$381.72
TH URS CORPORATION 302-293-5488	\$119.88	568:00 \$1.19			8:34	\$13.14	\$154.21
JL URS CORPORATION 449-309-5564	\$119.88	542:00 \$2.38			34:36	\$13.26	\$135.52
FB URS CORPORATION 656-493-2196	\$119.88	810:00 \$2.38			29:58	\$13.26	\$135.52
MG URS CORPORATION 856-496-2196	\$109.98	270:00			63:46	\$13.02	\$123.00
Total usage		8680:00			160:39		
Total charges	\$1,159.20	\$893.18	\$0.00	\$0.00	\$0.00	\$190.88	\$1,943.26

Total Wireless Services

\$1,943.26

Account Level Charges

Misc. additional charges	\$5.00
Account Taxes, Fees and Assessments	\$0.30
Adjustments to new charges	\$0.00
Equipment	\$105.99
Nextel Retail Stores - Charges	\$0.00
Third Party Charges, Adjustments and Taxes	\$0.00
Total New Charges	\$2,054.55

ALBANY COUNTY CARTING
Waste Removal And Recycling
 P.O. Box 842
 Lynbrook, NY 11563
 (516) 678-3260 (516) 678-3263

"At Your Disposal"

INVOICE NO.

1058776

INVOICE DATE

1/01/03

ACCOUNT NO.

URS

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URS CORP.
 201 WILLOWBROOK BOULEVARD
 WAYNE NJ 07424

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MOLLOY COLLEGE / P.O.#
 ROCKVILLE CENTRE
 NEW YORK

PLEASE RETURN TOP PORTION WITH REMITTANCE

AMOUNT OF
REMITTANCE

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CUSTOMER ORDER NO.	SERVICE FROM	SERVICE TO	TERMS:
1058776			NET 15 DAYS

QTY	DATE OF SERVICE	TRANSACTION NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	TOTAL
			PREVIOUS BALANCE		190.90
			MONTHLY CHARGE THRU	1/31/03	90.95
			SALES TAX:		7.73
			INVOICE TOTAL:		289.58

Vand: _____ Term: _____ Voucher # _____
 Order # _____ Type _____ Co. _____ Batch # _____
 P.O. # 575 693 Obj: Acct _____
 Acct # _____ Amt _____
 Acct # _____ Amt _____
 Acct # _____ Amt _____
 Acct # 807260-010301 Amt _____ Total: _____
 Buyer Initials _____ Date: _____
 Approved By: V. Nardone Emp # 18065
 Date: 1/8/03 Location Code _____ Sales Tax Y N

Kenner Salin
PJM 1/8/03
OK to pay
807260 010301 98.68

WARNING
 DISPOSAL OF ANY HAZARDOUS, TOXIC,
 OR INFECTIOUS WASTE IN ANY
 DUMPSTER IS PROHIBITED



Jim Mull
 1% service charge on all past due balances
 Your monthly charge includes a rental fee for a container

PLEASE PAY
THIS AMOUNT

\$289.58

ALBANY COUNTY CARTING

CUSTOMER

516-678-5000

6277

13/15

COUNTY CARTING

Waste Removal And Recycling

P.O. Box 842

Lynbrook, NY 11563

(516) 678-3260 (516) 678-3263

"At Your Disposal"

INVOICE NO.

1060110

INVOICE DATE

2/01/03

ACCOUNT NO.

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URS CORP.

201 WILLOWBROOK BOULEVARD

WAYNE

NY 07474

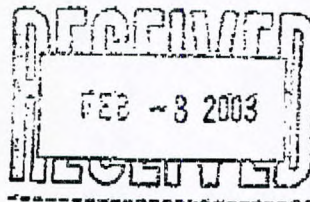
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NMOLLOY COLLEGE / P.O.#
ROCKVILLE CENTRE
NEW YORK

PLEASE RETURN TOP PORTION WITH REMITTANCE

AMOUNT OF
REMITTANCE

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CUSTOMER ORDER NO.	SERVICE FROM	SERVICE TO	TERMS:		
1060110			NET 15 DAYS		
QTY	DATE OF SERVICE	TRANSACTION NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	TOTAL
		PREVIOUS PAYMENTS	CHECK# 915616	DATE 1/10/03	AMOUNT 190.90
			PREVIOUS BALANCE		98.68
			MONTHLY CHARGE THRU	2/28/03	90.95
			SALES TAX:		7.75
			INVOICE TOTAL:		197.36
					98.68

P.O. 575693
807260.010301

Henry Buel
19/03
2/17/03

DISPOSAL OF ANY HAZARDOUS, TOXIC,
OR INFECTIOUS WASTE IN ANY
DUMPSTER IS PROHIBITED

1 1/2% service charge on all past due balances

Your monthly charge includes a rental fee for a container

UNITED REC. SYS. OF L.I. INC. DBA COUNTY CARTING
CUSTOMERPLEASE PAY
THIS AMOUNT

5192.36

14/15

COUNTY CARTING

Waste Removal And Recycling

P.O. Box 842

Lynbrook, NY 11563

(516) 678-3260 (516) 678-3263

"At Your Disposal"

INVOICE NO.

1060826 ✓

INVOICE DATE

3/01/03

ACCOUNT NO.

URS

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OURS CORP.
201 WILLOWBROOK BOULEVARD
WAYNE NJ 07474L
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N807260
MOLLOY COLLEGE / P.O.#
ROCKVILLE CENTRE
NEW YORK

PLEASE RETURN TOP PORTION WITH REMITTANCE

AMOUNT OF
REMITTANCE

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CUSTOMER ORDER NO.		SERVICE FROM	SERVICE TO	TERMS:		
1060826				NET 15 DAYS		
QTY	DATE OF SERVICE	TRANSACTION NUMBER	DESCRIPTION OF SERVICES		UNIT PRICE	TOTAL
	PREVIOUS PAYMENTS		CHECK#	DATE	AMOUNT	
			916914	2/07/03	98.68	
			915616	1/10/03	190.90	
			PREVIOUS BALANCE			98.68
			MONTHLY CHARGE THRU		3/31/03	90.95
			SALES TAX:			7.73
			INVOICE TOTAL:			197.36
			<i>Kenneth Smith</i> <i>PJM</i> <i>14163</i> <i>P.O. 575693</i> <i>807260.010301</i> <i>3/6/03</i>			
			DISPOSAL OF ANY HAZARDOUS, TOXIC, OR INFECTIOUS WASTE IN ANY DUMPSTER IS PROHIBITED			98.68

1 1/2% service charge on all past due balances

Your monthly charge includes a rental fee for a container

PLEASE PAY
THIS AMOUNT

\$197.36

UNITED REC. SYS. OF L.I., INC. DBA COUNTY CARTING

CUSTOMER

15/15

INVOICE

CALL-A-HEAD CORP.
 Portable Toilets of Every Description
 304 Cross Bay Blvd.
 BROAD CHANNEL, NEW YORK 11693

179832

1-800-834-2085
 ATN VIRGINIA NARDONE
 URS
 201 WILLOW BROOK RD
 SUITE 610 1ST FLOOR
 WAYN ENJ 07470

DATE	1/1/03
FED#	
PO#	571759
JOB#	

TERMS: 30 DAYS

ORD BY:

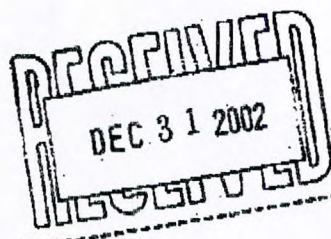
RICK

LOCATION:

10000 HEMPSTEAD

ROCKVILLE CENTER

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	HEAD	135.00	P/M
1	VIP	185.00	P/M
	RENTED FROM 1/1/03 TO 1/31/03	SUB	320.00
		TAX	26.40
		TTL.	346.40



807260.010301
 V. Nardone
 18065
 1/10/03

ORIGINAL

Thank You!

10/15

CALL-A-HEAD CORP.
 Portable Toilets of Every Description
 304 Cross Bay Blvd.
 BROAD CHANNEL, NEW YORK 11693

1-800-634-2085

O ATN A.P. VIRGINIA NARDON
 URS
 201 WILLOW BROOK BLVD
 SUITE 610 1ST FLOOR
 WAYNE NJ 07470

TERMS: 30 DAYS

ORD BY: RICK

LOCATION:

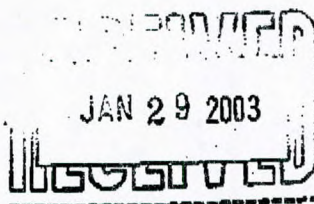
1000 HEMPSTEAD AVE MOLLOY COLLEGE

INVOICE

181272

DATE	2/1/03
FED#	
PO#	
JOB#	

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	HEAD	135.00 P/M	
1	VIP	185.00 P/M	
	RENTED FROM 2/1/03 TO 2/28/03	SUB	320.00
		TAX	26.40
		TTL.	346.40



PO 571759
 807260.01030
 V. Nardons
 18065
 2/3/03

ORIGINAL

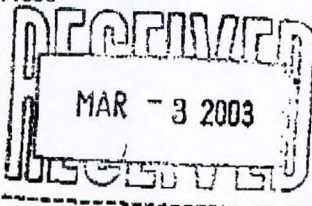
Thank You!

11/15

CALL-A-HEAD CORP.
 Portable Toilets of Every Description
 304 Cross Bay Blvd.
 BROAD CHANNEL, NEW YORK 11693

1-800-634-2085

TO
 ATN VIRGINIA NARDONE
 URS
 201 WILLOW BROOK BLVD
 SUITE 610
 1ST FLOOR
 WAYNE NJ 07470



TERMS: 30 DAYS

ORD BY:

RICK

LOCATION:

1000 HEMSPTESD AVE ROCKVILLE CENTER

INVOICE

807260. 182788

DATE	3/1/03
FED#	
PO#	
JOB#	

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	VIP	185.00 P/M	
1	HEAD RENTED FROM 3/1/03 TO 3/31/03	135.00 P/M	
		SUB	320.00
		TAX	26.40
		TTL.	346.40

P.O. 571759
 807260 010301
 V. Nardone 18065
 3/1/03
 \$

ORIGINAL

○ Thank You! ○

12/15

TRAILER TRANSPORT, INC.

P.O. BOX 639
WESTBURY, N. Y. 11590-0639
(516) 333-2016

STORAGE CONTAINER
MAR '03 RENT

INVOICE

DATE	INVOICE NO.
2/10/2003	L11626

BILL TO
URS CORP. 201 WILLOWBROOK BOULEVARD WAYNE, NJ 07470

SHIP TO
FRANKLIN CLEANERS PROJECT MOLLOY COLLEGE 1000 HEMPSTEAD AVENUE ROCKVILLE CENTRE, NY

P.O. NO.	TERMS	PROJECT	DELIVERY DATE
574589	DUE 1ST OF THE MONTH		11/11/02
ITEM	DESCRIPTION	RATE	AMOUNT
CTL-5	40' GROUND LEVEL CONTAINER	110.00	110.00
	SUBTOTAL		110.00
	N.Y. SALES TAX	8.50%	9.35
807260.010301 V. Nardone 18065 3/7/03			
MARCH CHARGES - DUE MARCH 1ST		Total	\$119.35

9/15

TRAILER TRANSPORT INC.

P.O. BOX 639
 WESTBURY, N. Y. 11590-0639
 (516) 333-2016

STORAGE CONTAINER
 FEB'03 RENT

INVOICE

DATE	INVOICE NO.
1/10/2003	L11622

FEB '03

BILL TO
URS CORP. 201 WILLOWBROOK BOULEVARD WAYNE, NJ 07470

SHIP TO
FRANKLIN CLEANERS PROJECT MOLLOY COLLEGE 1000 HEMPSTEAD AVENUE ROCKVILLE CENTRE, NY

P.O. NO.	TERMS	PROJECT	DELIVERY DATE
574589	DUE 1ST OF THE MONTH		11/11/02
ITEM	DESCRIPTION	RATE	AMOUNT
CTL-5	40' GROUND LEVEL CONTAINER	110.00	110.00
	SUBTOTAL		110.00
	N.Y. SALES TAX	8.50%	9.35
	<p>Virginia, Trailer Rental Invoice will now come from Reoun Leasing. Trailer Transport, Inc. will continue to bill out container rental. Any questions, please call me. Thank you. Gina</p> <p>PO 574589 807240.010301 V. Nardone 18065 2/3/03</p>		
FEBRUARY CHARGES DUE FEBRUARY 1ST		Total	\$119.35

8/15

**RESUN**

bringing space to you
www.resunleasing.com
(732) 223-6322

Remittance From:

URS Corporation
201 Willowbrook Boulevard
Wayne NJ 07470



TRAILER RENTAL
FEB '03

Invoice Number: 221600
Account Number: 10867
Invoice Date: 01/30/2003
Due Date: 02/01/2003
Page: 1 of 2

Current Due:

Total Invoice Due \$ 233.28

Summary of Charges:

Rental
Taxes

\$ 216.00
18.28

Total Invoice

\$ 233.28

P.O. # 375973

Acct #

Acct #

Acct #

Acct # 807260.010301

Buyer #

Approved By V. Nandore

Date: 2/4/03

Loc. on Code

Ship # 18065

Sales Tax Y N

PAYMENT ADDRESS HAS CHANGED

(Please cut on dotted line and remit with payment)

Remittance From:

URS Corporation
201 Willowbrook Boulevard
Wayne NJ 07470

Remit Payment To:

Resun Leasing, Inc.
Bank of America Lockbox Services
12603 Collections Drive
Chicago IL 60693

Please make checks payable to:

Resun Leasing, Inc.

Invoice Number	Account Number	Invoice Date	Due Date	Invoice Due	Payment Enclosed
221600	10867	01/30/2003	02/01/2003	\$ 233.28	

5/15



RESUN

bringing space to you
 www.resunleasing.com
 (732) 223-6322

TRAILER RENTAL
 MAR '03

Invoice Number: 226578
 Account Number: 10867
 Invoice Date: 02/20/2003
 Due Date: 03/01/2003
 Page: 1 of 2

Remittance From:

URS Corporation
 201 Willowbrook Boulevard
 Wayne NJ 07470

Current Due:

Total Invoice Due \$ 233.28

Summary of Charges:

Rental	\$ 215.00
Taxes	18.28
Total Invoice	\$ 233.28

P.O. 575973
 807260, 010301
 V. Nardone
 18065
 3/7/03

PAYMENT ADDRESS HAS CHANGED

(Please cut on dotted line and remit with payment)

Remittance From:

URS Corporation
 201 Willowbrook Boulevard
 Wayne NJ 07470

Remit Payment To:

Resun Leasing, Inc.
 Bank of America Lockbox Services
 12603 Collections Drive
 Chicago IL 60693

Please make checks payable to: Resun Leasing, Inc.

Invoice Number	Account Number	Invoice Date	Due Date	Invoice Due	Payment Enclosed
226578	10867	02/20/2003	03/01/2003	\$ 233.28	

6/15

TRAILER TRANSPORT, INC.

P.O. BOX 639
WESTBURY, N. Y. 11590-0639
(516) 333-2016

TRAILER RENTAL
JAN '03

INVOICE

DATE	INVOICE NO.
12/10/2002	L11609

JAN '03

BILL TO
URS CORP. 201 WILLOWBROOK BOULEVARD WAYNE, NJ 07470

SHIP TO
FRANKLIN CLEANERS PROJECT MOLLOY COLLEGE 1000 HEMPSTEAD AVENUE ROCKVILLE CENTRE, NY

P.O. NO.	TERMS	PROJECT	DELIVERY DATE
	DUE 1ST OF THE MONTH		8/27 & 11/11/02

ITEM	DESCRIPTION	RATE	AMOUNT
T-193	10 X 50 OFFICE TRAILER	175.00	175.00
STEPS	TWO (2) SETS OF STEPS	40.00	40.00
			215.00
CTL-5	40' GROUND LEVEL CONTAINER	110.00	110.00
	SUBTOTAL		325.00
	N.Y. SALES TAX	8.50%	27.63
			352.63

Voucher # _____
 Batch # _____
 Term # _____
 Type _____
 P.O. # 574589
 Acct # 807260.010301
 Buyer Initials V. Nardone
 Approved By V. Nardone
 Date 12/23/02
 Location Code _____
 Total \$352.63
 Emp # 18065
 Sales Tax Y N

JANUARY RENT - DUE JANUARY 1ST	Total	\$352.63
--------------------------------	-------	----------



Lines 3, 8, 9

4/15

TRAILER TRANSPORT, INC.

P.O. BOX 639
WESTBURY, N. Y. 11590-0639
(516) 333-2016

STORAGE CONTAINER
JAN '03 RENT

INVOICE

DATE	INVOICE NO.
12/10/2002	L11609

JAN '03

BILL TO
URS CORP. 201 WILLOWBROOK BOULEVARD WAYNE, NJ 07470

SHIP TO
FRANKLIN CLEANERS PROJECT MOLLOY COLLEGE 1000 HEMPSTEAD AVENUE ROCKVILLE CENTRE, NY

P.O. NO.	TERMS	PROJECT	DELIVERY DATE
	DUE 1ST OF THE MONTH		8/27 & 11/11/02
ITEM	DESCRIPTION	RATE	AMOUNT
T-193 STEPS	10 X 50 OFFICE TRAILER TWO (2) SETS OF STEPS	175.00 40.00	175.00 40.00
CTL-5	40' GROUND LEVEL CONTAINER	110.00	110.00
SUBTOTAL			325.00
N.Y. SALES TAX		8.50%	27.63
Vand: _____ Voucher# _____ Type _____ Batch# _____ 574589 807260.010301 Date: 12/23/02 Approved By: J. Nardone Date: 12/23/02 Location Code _____		Total: \$352.63 Sales Tax Y N	
JANUARY RENT - DUE JANUARY 1ST		Total	\$352.63



Lines 3, 8, 9

7/15

MONTHLY RENTAL INVOICE

Page: 1



Pine Environmental Services, Inc.

P.O. Box 943

Hightstown, NJ 08520

Toll-Free 1-800-301-9663 Fax 1-609-371-1663

www.pine-environmental.com

SHIP DATE: 01/14/2003

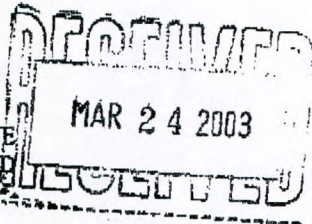
BILLED TO: 01-UR78729

URS CORPORATION

ATTN: VIRGINIA NARDONE

201 WILLOW BROOK BLVD

WAYNE, NJ 07474



INVOICE NUMBER: 0111964

INVOICE DATE: 03/20/2003

CONTRACT: J012522

BEGIN DATE: 02/15/2003

END DATE: 03/16/2003

SHIP TO:

URS CORPORATION

ATTN: GREG GANGEMI

82 WILBAR BLVD

FARMINGDALE, NY 11735

CONFIRM TO: GREG GANGEMI

PROJECT #:

Special Notes:

INVOICE

CUSTOMER P.O.	SHIP VIA	SHIPPER ID	TERMS
575777	Fedex Standard Overnight		Net 30 Days

ITEM NUMBER	TYPE	UNIT	Shipped	REBILLED	AMOUNT
R-AIR22000	R	EACH	1.00	0.00	580.00
PID-Photovac2020 10.6			Warehouse: NJ1		
UN-AIR22000	R	EACH	1.00	0.00	0.00
PID-Photovac2020 10.6			Warehouse: NJ1	COMPONENT	
R-AIR90013	R	EACH	1.00	0.00	0.00
Charger- 120V- Photovac PID			Warehouse: NJ1	COMPONENT	
R-AIR90014	R	EACH	1.00	0.00	0.00
Probe- Photovac PID			Warehouse: NJ1	COMPONENT	
R-AIR90015	R	EACH	1.00	0.00	0.00
Manual- Photovac PID			Warehouse: NJ1	COMPONENT	
R-AIR20000	R	EACH	1.00	0.00	0.00
CAL KIT-PID-Std			Warehouse: NJ1		
R-AIR40101	R	EACH	1.00	0.00	360.00
4-gas meter- VRAE 120V			Warehouse: NJ1		
R-AIR41000	R	EACH	1.00	0.00	0.00
CAL KIT-4-gas-Std			Warehouse: NJ1		
Serial PID-#3209					
Serial 4-gas Meter VRAE 120V - #1745					

Special Discount

V-RAE Meter \$40.00/Day

\$120.00/Week

\$360.00/Month

Photovac 2020: \$60.00/Day

\$160.00/Week

\$580.00/Month

PO#575777

807260.010301

S. Heber

87063

4/2/03

Handwritten signature: Kenneth Sullivan
 04/01/03
 14163
 807260.010301

Net Invoice:	940.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	940.00

2/15

Pinn Environmental Services, Inc.
P.O. Box 943
Hightstown, NJ 08520

Invoice
Invoice Number:
0109016

Invoice Date:
Feb 13, 2003

Voice: 609-371-9663
Fax: 609-371-1663

Page:
1

Sold To:
URS Corporation
Attn:Accounts Payable
P.O.Box 290
Wayne, NJ 07474-0290

Ship to:
URS Corporation
Attn:Greg Gangemi
82 Wilbar Boulevard
Farmingdale, NY 11735

Customer ID	Customer PO	Payment Terms
URS NJ	575777	Net. 30 Days
Sales Rep ID	Shipping Method	Ship Date Due Date
	FedEx	1/14/03 3/18/03

Quantity	Item	Description	Unit Price	Extension
	1.	1 Month Rental 1/16-2/14 PID Photovac 2020 w/ 10.6eV Lamp and Calibration Kit S/N 3209		580.00
	2.	1 Month Rental 1/16-2/14 4 Gas Meter-V-RAE 120V w/ Calibration Kit S/N 1745		360.00
P.O. 575777 807260.010301 V. Nardone 18065 2/25/03				

Check No:

Subtotal	940.00
Sales Tax	79.90
Freight	55.85
Total Invoice Amount	1,075.75
Payment Received	
TOTAL	1,075.75

1/15

Allstate Contracting, Inc.
158 Park Avenue
Garden City Park, New York 11040

Invoice 622 Amount - \$1650

Date: February 25, 2003

Vid#: 239US1

Alt. Payee #: _____

Subcontract #: 759719

UA UC UI US

Attention Subcontracts Payable

Ms. Christine K. Taylor
Procurement Specialist
URS Corporation
P.O. Box 201088
Austin, Texas 78729

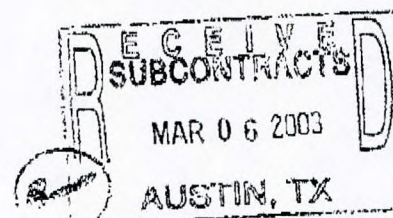
807260.

Subcontract Number 759719.US
Project Number 807260.4245.020101

Additional Work Completed - Snow removal

Crew Day 1: 1 man 8 hours
Day 2: 1 man 4 hours
Equipment:
Backhoe 1.5 days

MAR 06 2003



Web: www.mclowery2001@yahoo.com

Phone: 516-746-6828
Fax 516-746-6779

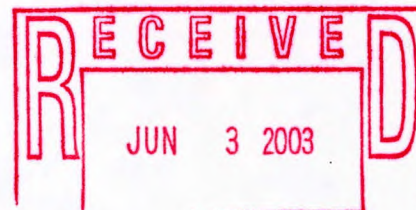
** TOTAL PAGE.02 **

URS**Facsimile**Date: June 3, 2003Page 1 of: 3To: Jeff TradFrom: Terrill StammerFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: **Franklin Cleaners - Electrical Schedule Change Order**

Message: See attached



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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June 3, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Electrical Schedule Change Order

Dear Mr. Trad:

URS Corporation (URS) is submitting a change order for the impacts for the inclusion of the Prime Electrical Contractor's schedule into the Prime General Contractor's schedule. The bid documents do not detail the procedure for merging two contractor's schedule into one. Additionally, not knowing the level of effort required by the Prime Electrical Contractor during the bidding process, it was not possible to accurately forecast the contract required costs associated with site support facilities and direct site management. On April 10, 2003, URS submitted a revised progress schedule to Dvirka and Bartilucci. The project schedule indicated after incorporating the electrical schedule, provided to URS on March 21, 2003 by the Prime Electrical Contractor, that URS's substantial completion date was pushed from June 16, 2003 to July 1, 2003. The revised substantial completion date reflected calendar days saved on activities that took less time than anticipated or had been accelerated by URS. The schedule submitted by Prime Electrical Contractor added 22 days to URS's critical path. The restrictive size of the treatment building only permits one prime to work unobstructed.

URS recognizes that the substantial completion date has and remains to be of a critical nature. However, it is unreasonable to assess damages against URS for activities beyond its control.

URS is requesting reimbursement for the direct costs that will be incurred during the activities of the Prime Electrical Contractor. The contract required costs that URS is requesting payment are:

- Superintendent time (including per diem / hotel)
- Site rental items (office trailer, storage container, monitoring equipment, portable toilets, dumpster service)

The cost impact for the items listed above is \$15,713.93. A table has been provided below detailing the direct costs. The daily and monthly charges have been derived from invoices from a previously submitted change order for *Engineer Review Delays* submitted to the Department on May 7, 2003.

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

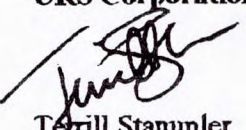


Item	Quantity	Unit	Unit Rate	Direct Cost	Contractor's Fee	Item Total
Labor / Subcontractors / Rentals / Services						
Superintendents Time	176	Hr	\$72.68	\$12,791.68	incl	\$12,791.68
PID Rental	1	mo	\$580.00	\$580.00	\$29.00	\$609.00
4 - Gas Meter	1	mo	\$360.00	\$360.00	\$18.00	\$378.00
Trailer w/ steps	1	mo	\$215.00	\$215.00	\$10.75	\$225.75
Storage Container	1	mo	\$110.00	\$110.00	\$5.50	\$115.50
Portable Toilets (2 each)	1	mo	\$320.00	\$320.00	\$16.00	\$336.00
Dumpster Service	1	mo	\$90.95	\$90.95	\$4.55	\$95.50
Site Phone Service (avg)	1	mo	\$250.00	\$250.00	\$12.50	\$262.50
Site Vehicle	1	mo	\$900.00	\$900.00	incl	\$900.00
Total:						\$15,713.93

In addition, URS is requesting a 30 calendar day extension to the substantial completion date for the 22 business days plus the 8 weekend days that the period covers.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation


Terrill Stanmiller
Construction Manager

Tos/tos

cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS

URS

Facsimile

Date: February 3, 2003 Page 1 of: 3

To: Jeff Trad From: Terrill Stammler

Firm: NYSDEC cc: Ken Kaufman

Facsimile: 518.402.9020

Subject: **Franklin Cleaners – Electrical Impact Update**

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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February 3, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Electrical Subcontractor Impact - Update

Dear Mr. Frank DeVita:

URS Corporation (URS) is updating Dvirka and Bartilucci on the impacts associated with the installations of the electrical conduits. URS has proceeded with the repairs to the site in order to allow access for the drilling and fencing subcontractors and access by the Power Company for transformer delivery / placement. However, the area disturbed by the electrical contractor to install the conduits will continue to rut as the contractual compaction requirements do not appear to have been met. The following activities have been completed to date.

- Grading of the ruts in the parking area
- Placement of three loads of recycled aggregate in the parking area required to repair ruts
- 5 days of site effort to repair damage to date.
- Utilization of approximately 100 cubic yards (cyds) of soil. Due to the depth of the ruts, soil was required to fill in the ruts above the conduits to insure proper soil coverage. URS was reserving this soil for raising low areas of the site to grade during restoration. If import fill is required, up to 100 cyds, DVirka and Bartilucci will be notified of the quantities for reimbursement.

Pictures have been requested by your office and supplied by URS verifying the visible damage caused by the electrical subcontractor.

On January 16, 2003 notification was provided to Dvirka and Bartilucci of impacts to URS caused by the electrical subcontractor activities. A response was requested by Monday January 20, 2003. No response has been provided to URS by Dvirka and Bartilucci as of the date of this letter. URS is once again requesting change order #5 in the sum of \$10,029.60 to evaluate the impacts to URS. This amount is outlined in the January 16th letter, *Notice of Impact*.

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



URS requests a response as soon as possible. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

A handwritten signature in black ink, appearing to read "Terrill Stammler".

Terrill Stammler
Construction Manager

tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS

URS**Facsimile**

Date:

4 Sept 03

Page 1 of:

(5)

To:

JEFF TRAD

From:

TERRILL STANMYLER

Firm:

NYSDEC

cc:

KEN KAUFMAN

Facsimile:

518.402.9819

Peggy Pendergast

Subject:

Topsoil Installation Associated
with Electrical Contruction

Message:

SEE ATTACHED

URS Corporation
Remediation Operating Services
201 Willowbrook Blvd.
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.1956
www.urscorp.com

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Told I would
some time assoc.
with this one



September 3, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Grading, Top Soil and Seed Installation Change Order Associated with Electrical Contractor

Dear Mr. Jeff Trad:

URS Corporation (URS) is submitting to the State the costs for fine grading, topsoil purchase / installation, fertilizing and seeding the portion of the trench disturbed by the Electrical Contractor. In a letter dated January 16, 2003, URS made notification to the Engineer and the State of the non-contractually compliant intrusive activities of the Electrical Contractor during the installation of the electrical conduit and that these activities impacted URS. URS had anticipated on average a 12' wide area to restore. The additional of a second trench for the electrical conduit added 4' to the width of the area requiring restoration. This letter specifically addresses the damages from item number two of the January 16th letter *Final Grading and Seeding*.

Attached is a day to day topsoil spreading summary of the costs incurred by URS for their subcontractor, A.G.E. Equipment & Excavating, Inc. The total amount incurred by URS for A.G.E.'s restoration activities is \$21,363.12 plus the contractually allowed five (5) percent for a total of \$22,431.28. URS is requesting reimbursement for 1/3rd of this amount as well as additional direct costs incurred by this activity as outlined below. The total of this change order is \$10,094.88.

Item	Quantity	Unit	Unit Rate	Direct Cost	Contractor's Fee	Item Total
Site Supervisor	28.8	Hour	\$72.68	\$2,093.18	incl	\$2,093.18
AGE Cost	0.333	LS	\$21,363.12	\$7,113.92	\$355.70	\$7,469.61
PID Rental	0.18	mo	\$580.00	\$104.40	\$5.22	\$109.62
4 - Gas Meter	0.18	mo	\$360.00	\$64.80	\$3.24	\$68.04
Trailer w/ steps	0.18	mo	\$215.00	\$38.70	\$1.94	\$40.64
Storage Container	0.18	mo	\$110.00	\$19.80	\$0.99	\$20.79
Portable Toilets (2 each)	0.18	mo	\$320.00	\$57.60	\$2.88	\$60.48
Dumpster Service	0.18	mo	\$90.95	\$16.37	\$0.82	\$17.19
Site Phone Service	0.18	mo	\$282.13	\$50.78	\$2.54	\$53.32
Site Vehicle	0.18	mo	\$900.00	\$162.00	incl	\$162.00
Total:						\$10,094.88

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



In previously submitted change orders, URS requested \$10,029.60 to evaluate the Electrical Contractor's impacts to URS. This sum is comprised of 80 hours of management time to evaluate the four impacts detailed in the January 16th letter. This cost still needs to be awarded.

Additionally, URS is requesting a 3 and 2/3rd (3-2/3rd) calendar day extension for the topsoil spreading. 2- 2/3rd of the 3- 2/3rd days requested are to be applied to the substantial completion date and the remaining 1 day to the final construction completion date. This represents one third of the time it took for the field completion of this activity.

Please respond to this notice by Monday, September 8, 2003. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,

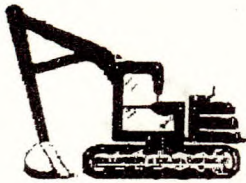
URS Corporation

A handwritten signature in black ink, appearing to read "Terrill Stammler", is written over the printed name.

Terrill Stammler
Construction Manager

tos/tos
attachment

cc: Ken Kaufman - URS
Peggy Pendergast - URS
Ken Sullivan - URS

**A.G.E. EQUIPMENT & EXCAVATION INC.**

P.O. BOX 312

MILLER PLACE, NY 11764

OFFICE 718.341.5176

TOLL FREE 1.866.AGE.0400

URS TOPSOIL BREAKDOWN

Date: June 17, 2003

1 Load of Topsoil 20cy	\$ 364.31
Truck & Trailer & Driver	\$ 345.00
1 Laborer, 8 hrs Local 731	\$ 500.00
M315 with Operator	\$1,400.00

Date: June 18, 2003

1 Load of Topsoil 20cy	\$ 364.31
Truck & Trailer Driver	\$ 345.00

Date: June 25, 2003

Topsoil on Hemstead Avenue	
BOB-CAT with Operator	\$ 900.00
2 Laborers	\$1,000.00

Date: July 2, 2003

D-4 Dozer with Operator	\$1,300.00
Sub grade 8 hours 1 Laborer	\$ 500.00

Date: July 3, 2003

D-4 Dozer with Operator	\$1,300.00
Spread Topsoil 8hrs 1 Laborer	\$ 500.00

Date: July 4, 2003

Holiday D-4 Dozer with Operator	\$1,300.00
1 Laborer 8 hrs	\$ 500.00

Date: July 7, 2003

1 Load of Topsoil 20cy	\$ 364.31
Truck & Trailer & Driver	\$ 345.00
D-4 Dozer with Operator	\$1,300.00
Spread Topsoil 8 hrs 1 Laborer	\$ 500.00

Date: July 8, 2003

1 Load of Topsoil 20 cy	\$ 364.31
Truck & Trailer & Driver	\$ 345.00
D-4 Dozer with Operator	\$1,300.00
Spread Topsoil 8hrs 1 Laborer	\$ 500.00

Date: July 29, 2003

1 Load of Topsoil 20 cy	\$ 364.31
Truck & Trailer Driver	\$ 345.00
CAT 426 with Operator	\$1,200.00
BOB-CAT with Operator	\$ 275.00
1 Laborer 8 hrs	\$ 500.00

Date: July 31, 2003

Finish Topsoil

BOB-CAT with Operator 8 hrs

\$ 900.00

1 Laborer 8 hrs

\$ 500.00

Date: August 13, 2003

Seed Area

Cost of Seed

Mix A

Mix B

Total Seed \$ 386.57

Fertilizer

\$ 125.00

Lime

\$ 95.00

Hay-Mulch Mix

\$ 35.00

Laborers

\$ 1,000.00

URS**Facsimile**Date: May 16, 2003Page 1 of: 5To: Jeff TradFrom: Terrill StammlerFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners – Permit Suspension Change Order

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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May 16, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Permit Suspension Change Order

Dear Mr. Trad:

URS Corporation (URS) is submitting a change order for the suspension of permit ID# 12462 by the New York State Office of Parks for the protection of traffic along the Southern Parkway. As stated in URS's February 28th letter, and subsequent updates, URS contacted the Office of Parks at the time of the bid and were told they were the issuing authority for the permit associated with closing the shoulder and working in the easement / Parks department property. Only after issuing the permit, did the Office of the Parks determine to have the Department of Transportation (DOT) review and approve URS's *Maintenance and Protection of Traffic Plan*. The DOT requested the following changes and additions to the Traffic Plan.

- Additional permit for the installation of utilities along the Parkway
- Additional DOT forms for commercial vehicles to be permitted on the Parkway
- Additional Parks Department forms permitting commercial vehicles on the Parkway
- Additional signage on the east bound side of the Parkway (invoice attached)
- The addition of flashing lights to signage
- Owners Contractors Protective (OCP) policy naming DOT Insured
- Owners Contractors Protective (OCP) policy naming the Department of Parks Insured

A timeline of the activities has been included and spans the time frame of January 16, 2003 through May 13, 2003. The timeline shows the efforts that URS made to resume work along the Southern Parkway.

URS has incurred both monetary and schedule impacts associated with the increased requirements of the Department of Transportation. URS is requesting the amount of \$12,669.46 to cover the additional requirements from the Department of Transportation as stated above. The cost impact is provided in the table below.

DOT Timeline

Activity	Date
Parks Permit Granted	16-Jan-03
Drilling Initiated	3-Feb-03
Permit Suspended	14-Feb-03
8 copies of Plan sent to DOT	21-Feb-03
Driller Demobilizes (<i>Drilling work completed not effected by permit suspension</i>)	28-Feb-03
Letter Sent to Engineer Advising of Permit Suspension	28-Feb-03
URS sent request for 30 day extension to substantial completion date (<i>no response to date</i>)	6-Mar-03
Engineer Sent Response to URS's letter dated 28 Feb 03 acknowledging permit suspension.	10-Mar-03
URS updates Engineer and Department of permit status	17-Mar-03
URS requests assistance from Engineer and State on expediting review	26-Mar-03
URS updates Engineer and Department of permit status	28-Mar-03
URS addresses DOT comments	Feb 14 - Apr 14
DOT provides permit (<i>Parks Department still suspended</i>)	15-Apr-03
URS attempts to contact Parks Department to reactivate Permit	April 16 - May 1
Completion of Park Department forms to allow commercial vehicles on Parkway	May 2 - May 9
URS requests assistance of Engineer and State to release Parks permit	8-May-03
Barries set as requird by plan	13-May-03
Driller Re-mobilizes	13-May-03

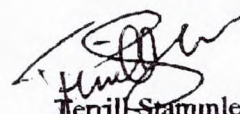


Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
OCP policy - DOT	1	each	\$1,426.00	\$1,426.00	\$71.30	\$1,497.30
OCP policy - Parks	1	each	\$1,426.00	\$1,426.00	\$71.30	\$1,497.30
Additional Signs	1	LS	\$2,321.00	\$2,321.00	\$232.10	\$2,553.10
Ken Sullivan	48	hour	\$116.55	\$5,594.40	included	\$5,594.40
Tarek Jaroudi	32	hour	\$47.73	\$1,527.36	included	\$1,527.36
Total:						\$12,669.46

On March 6, 2003, URS submitted a 30 day extension request to the substantial completion date. However, the thirty day extension was sufficient if DOT permitted the work to proceed within 7 days of the request dated March 6, 2003. DOT did not grant permission until April 15, 2003. URS is requesting sixty (60) calendar days to the substantial completion for the drilling, mechanical, electrical and civil work required along the Parkway.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrell Stammler
Construction Manager

Tos/tos
Attachment

cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS

URS

Facsimile

Date: March 13, 2003

Page 1 of: 3

To: Jeff Trad

From: Terrill Stammier

Firm: NYSDEC

cc:

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Appeal of Morris Back Charge

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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March 13, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Response to March 10th letter

Dear Mr. Frank DeVita:

URS Corporation (URS) has received your letter dated March 10, 2003 regarding the back charge amount of Mr. Morris's time on February 3, 2003. URS is appealing the back charge as stated in the items listed below.

- A. The rate of \$75.35 per hour is not acceptable. This rate is excessive. (\$602.78 /divided by 8 hours per day)
- B. URS is still uncertain about the expectations of the Engineer on the first day of the drilling activity. It is customary for the first day to be mobilization of materials, equipment and familiarization of the drilling crew with the site.
- C. As stated in my February 13th, Dvirka and Bartilucci was made aware of the mobilization delays throughout the morning. The inspector could have been re-assigned to another project or project related task to avoid damages.
- D. The inspector left the site a noon. A full day of reimbursement is not warranted as indicated in your letter.

Prior to resolution of the items above, URS does not agree with any deduction or modification in payment applications. In addition, article 5.27.3 of the *General Conditions* states that the department will submit an invoice to the contractor for reimbursement and then proceed with deduction from payment applications after 30 days if payment is not received.

Please contact me at 215.830.2056 or 410.287.0859 to discuss these issues.

Sincerely,

URS Corporation

A handwritten signature in black ink, appearing to read "Terrell Stammler", is written over the printed name.

Terrell Stammler
Construction Manager

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

03/13/03 15:40 FAX 215 657 5454

URS Corporation

003/003

URS

tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS

URS**Facsimile**Date: July 30, 2003Page 1 of: 3To: Jeff TradFrom: Terrill StammlerFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners : Revised Permit Suspension Change Order

Message: See Attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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July 30, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Permit Suspension Change Order - Revised

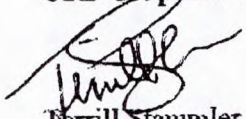
Dear Mr. Trad:

URS Corporation (URS) is submitting the revised cost for the Permit Suspension change order initially submitted on May 16, 2003. The change order for the suspension of permit ID# 12462 by the New York State Office of Parks for the protection of traffic along the Southern Parkway was originally \$12,669.46. Per our meeting on July 23rd, the cost for installing the signage required by the Department of Transportation (DOT) was not included. The cost including the 5 percent contract allowable markup is \$2,467.50. The invoice from the subcontractor has been attached. The revised total for this change order is **\$15,136.96**.

URS's initial request for sixty (60) calendar days to the substantial completion for schedule impacts remains unchanged.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stamm
Construction Manager

Tos/tos
Attachment

cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

FROM : URS Corporation
07/01/2003 08:39 FAX 973 785 1958

FAX NO. : 14102870859
URS WAYNE, NJ

Aug. 03 2003 05:37PM P3
003/005



A.G.E. Equipment & Excavation
P.O. Box 312
Miller Place, NY 11764

(631) 774-3601

TO Radian Construction Services
Attn: Kenneth Kaufman
201 Willowbrook Blvd.
Wayne NJ 07474-029

Ma

CHANGE ORDER

NUMBER: 1042003

ADDITIONAL WORK ORDER

PHONE	DATE
973.785.7500	6/8/03
JOB NAME / LOCATION	
Franklin Cleaners Molloy College	
CONTRACT / JOB NUMBER	JOB PRICE
760600.03	

We hereby agree to the change(s) or additional work specified below:

Install Traffic signs
Laborer 3 days.....\$1,500.00
Foreman 1 day.....\$600.00
Pick-up truck 2 days.....\$250.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change(s) specified above at this price

2,350.00

Date of agreement: _____
Authorized Signature: _____
Signature: _____

PREVIOUS CONTRACT AMOUNT	104,122.00
REVISED CONTRACT TOTAL	106,472.00

Payment will be made as follows:

contract terms

Accepted — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

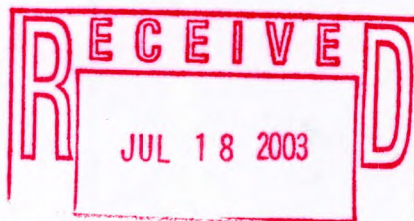
Authorized Signature: _____
Date of acceptance: _____

URS**Facsimile**Date: July 18, 2003Page 1 of: 4To: Jeff TradFrom: Terrill StammierFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners : Submittal #25 - Drywell Change Order

Message: See Attached



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
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July 18, 2003

New York State of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264
Submittal #25 – Drywell Change Order

Dear Mr. Trad:

URS Corporation (URS) is submitting a change order for the additional submittal work and impact for delay of approval by the engineer for submittal number 25 – Drywell. The contract documents do not contain a "Drywell" specification section. Specification section 03400 – *Precast Concrete* was utilized to evaluate the submittal. After reviewing the submittals, there was lack of clarity as to what was specifically required for approval of the Drywell submittal as not all of specification section 03400 applied to the drywell. Samples of the comments received from the engineer, but were not applicable are:

1. ASTM C478 was not applicable to drywells
2. Sealing of joints is not required as water is meant to pass in and out of the drywell
3. Steps are not applicable as drywells are maintenance free and not meant to be entered.

URS's initial submittals on September 11, 2002 and October 18, 2002 contained the required technical information to approve the drywell for fabrication. Approval for the drywell fabrication was not obtained until December 16, 2002. URS made a third Engineer requested submittal on November 26, 2002. Comments received from the Engineer on December 16, 2002 referencing the November 26th submittal requested additional information for URS to supply not mentioned in the two previous reviews continuing to reinforce the vagueness of the approval items. It was at this time the Engineer gave direction not to proceed with the installation of the building without first installing the drywell. This requirement was not known at the time of URS's bid to the Department. URS bid the project conducting activities concurrently not in a linear fashion. The direction not to proceed with the building foundation until the drywell was approved / installed prohibited commencing in November and subsequently starting construction activities on January 13, 2003. In addition, the Engineer made evaluations on URS's means and methods for installing the drywell. URS's November 26th submittal was mostly comprised of the details for installing the drywell. The last comment contained in the December 16th letter from Dvirka and Bartilucci referenced "Figure 1" to be adhered to during installation. This figure was not known at the time of the bid. This as well as the previously discussed issues made for an approval process that was contractually time consuming, labor intensive and disrupted the flow of the project.

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

URS has been impacted both monetarily and by schedule delays by the Engineer's approval process for the drywell submittal. Impacts were specifically caused by:

- A. The Engineer's comments were not consistent as to what was to be evaluated / approved
- B. The contractually unestablished requirement of completing the drywell prior to the start of the building
- C. Determining if URS's means and methods were sufficient
- D. Supplying details in mid December for which to follow, after an initial submittal on September 11, 2002

As referenced in the *General Conditions*, article 8, paragraph 8.6, the contractor is permitted to request an increase in contract price and time if the "contractor believes that Engineer's approval of shop drawing or sample justifies an increase in contract price or an extension in contract time." URS is requesting reimbursement for comments not pertaining to the approval of the *Drywell* submittal as outlined in the previous paragraphs. In addition, URS is requesting 2.5 months of reimbursement for site contract items from the period of November 1, 2002 (14 days after the October 18th submittal of the information required by the engineer) to January 13, 2003 (installation of the drywell). The site required contract items, as can be seen below, include monitoring equipment, storage container, and the office trailer. The cost impact for the items listed above is \$14,506.19. A breakout of the cost impact has been provided below.

Item	Quantity	Unit	Unit Rate	Direct Cost	Contractor's Fee	Item Total
Ken Sullivan	24	hour	\$116.55	\$2,797.20	included	\$2,797.20
Anne Fung	8	hour	\$113.95	\$911.60	included	\$911.60
Kevin McGettigan	13	hour	\$72.68	\$944.84	included	\$944.84
Virginia Nardoune	8	hour	\$51.46	\$411.68	included	\$411.68
Terrill Stammler	15	hour	\$122.00	\$1,830.00	included	\$1,830.00
Draftsman	9	hour	\$101.00	\$909.00	included	\$909.00
Postage	1	ls	\$50.00	\$50.00	\$2.50	\$52.50
PID Rental	2.5	mo	\$580.00	\$1,450.00	\$72.50	\$1,522.50
4 - Gas Meter	2.5	mo	\$360.00	\$900.00	\$45.00	\$945.00
Trailer w/ steps	2.5	mo	\$215.00	\$537.50	\$26.88	\$564.38
Storage Container	2.5	mo	\$110.00	\$275.00	\$13.75	\$288.75
Portable Toilets (2 each)	2.5	mo	\$320.00	\$800.00	\$40.00	\$840.00
Dumpster Service	2.5	mo	\$90.95	\$227.38	\$11.37	\$238.74
Site Vehicle	2.5	mo	\$900.00	\$2,250.00	incl	\$2,250.00
Total:						\$14,506.19

URS has requested a 19 calendar day extension to the substantial completion date for the additional information requested by the Engineer and exceeding the contract allowable 14 days for Engineer's review per the *General Conditions* of the contract, article 5, paragraph 5.27. This submittal was referenced in the May 7th changer order request titled "Review Delays."

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stanmler
Construction Manager

Tos/tos

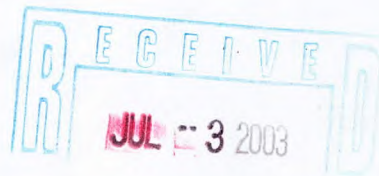
cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS

URS**Facsimile**Date: July 3, 2003Page 1 of: 3To: Jeff TradFrom: Terrill StammierFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners - Notice of Impact (EW2)

Message: See Attached



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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July 3, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; EW-2 Notice of Cost and Schedule Impact

Dear Mr. Trad:

URS Corporation (URS) is notifying the Department that the unsuccessful development of extraction well 2 (EW2) on June 26, 2003 has impacted URS. Development on the well started at approximately 11:00 am on the 26th and continued for the remainder of the day. The development efforts on the 26th had only produced 5 gallons per minute (GPM) recharge for the well. URS set the well per the Department and Engineers direction. Items of impact are:

- Jersey Barrier rental
- Remobilization of plumber
- Remobilization of crane
- Remobilization of excavation crew
- Substantial completion date
- Site rental items (i.e. storage trailer, office trailer)
- Additional well development
- Additional URS Geologist time
- Additional URS Management Time

As discussed in the progress meeting held June 26th, URS is continuing with the mechanical installation and will coordinate electrical activities associated with EW1 as to get the system operation as soon as possible. Specific cost / schedule impact information will be provided once finalized.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

A handwritten signature in black ink, appearing to read "Terrell Stammer", is written over the printed name.

Terrell Stammer

Construction Manager

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



Tos/tos

cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS



URS CORPORATION
2325 MARYLAND ROAD
WILLOW GROVE, PA 19090
TEL: 215-657-5000 • FAX: 215-657-5454

FACSIMILE TRANSMITTAL SHEET

TO: Jeff TRADFROM: Terrill STAMMERCOMPANY: NYSDECDATE: 8 July 03FAX NUMBER: 518.402.9819TOTAL NO. OF PAGES INCLUDING COVER: 1

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

Jeff -

My ITINERARY HAS BEEN provided below
For July 23rd & 24th.

Arrive: July 22nd ~ Noon

Depart: July 24th ~ 2:40 pm

cc: Kent Kaufman

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

URS

Facsimile

Date: June 20, 2003

Page 1 of: 4

To: Jeff Trad

From: Terrill Stammer

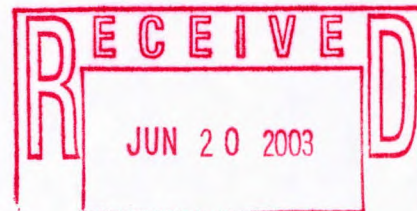
Firm: NYSDEC

cc:

Facsimile: 518.402.9819

Subject: **Franklin Cleaners – Submittal #9 – Site Layout Change Order**

Message: Per our phone conversation



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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June 20, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264
Submittal #9 – Site Layout Change Order

Dear Mr. Trad:

URS Corporation (URS) is submitting a change order for the additional submittal work requested by the engineer for the layout of temporary facilities.

Per Specification Section 01500 – Temporary Facilities and Controls, URS was required to obtain approval for three items. The *Supplementary Conditions* section has a "Layout and Installations" article, but it does not pertain to the submittal of temporary facilities. The three approval items as required by Specification Section 01500 for the General Contractor are:

1. Approval of the Engineer's office trailer per Section 01500, Article 1.5, Paragraph E.
2. Approval of the Contractor's staging area per Section 01500, Article 1.9, Paragraph A.1.
3. Approval of the Contractor's office trailer per Section 01500, Article 1.11, Paragraph B.

URS initial Submittal dated July 25, 2002 indicated areas to be utilized for the trailers, parking and staging area. The drawing submitted to the engineer addressed the three criteria required by the Specification Section 01500.

Comments received from the Engineer on August 5, 2002 requested for URS to modify the submittal with information not called out for submission per Specification Section 01500. The comments have been listed below.

1. Separate female sanitary facilities. This should have not required additional submittals but rather easily could have been verified prior to payment by the Engineer/site inspector.
2. Additional language requested in reference to Engineer's and Department's temporary parking area. This should have not required additional submittals. The parking area was to be demarcated in the field prior to installation and the installation of 6" of recycled concrete aggregate could easily have been verified by Engineer / site inspector prior to payment.
3. Additional language requested in reference to Contractor's temporary parking area and storage areas. This should have not required additional submittals. The parking / storage area was to be

URS Corporation
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Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

- demarcated in the field prior to installation. The installation of 6" of recycled concrete aggregate could easily have been verified by Engineer / site inspector prior to payment.
4. Additional language requested in reference to placement and maintaining crushed stone. This should have not required submittal modification.
 5. Engineer directed URS to modify submittal to indicate "furnishing, installing and maintaining a security lighting system. A minimum of three poles for security lighting – one at the staging area, one at the construction trailer area and one at the treatment system building – shall be installed." Specification section 01500, article 1.2, paragraph A.2 states "Electrical Contractor shall submit a drawing showing the proposed temporary electrical facilities system layout for approval by Engineer prior to installation." URS is requesting reimbursement for increase in contract scope.
 6. Engineer requested information regarding a decontamination pad. URS had previously submitted within the approved Health and Safety plan decontamination techniques and the utilization of temporary / mobile decontamination stations. However, the Engineer requested additional information regarding the location of the decontamination pad. URS's Submittal number 9 was indicating that URS was not deviating from the engineer's proposed location for the officer trailer and parking / storage area. URS was not submitting Health and Safety related issues.

Overall, the Engineer's comments requested regurgitation of the specifications, out of scope services and for information not pertaining to the current submittal. The approval process continued with Submittal 9A - dated August 8, 2002, 9B - dated August 20, 2002, 9C - dated September 10, 2002. The final approval was not received until 64 days from the last submittal date on November 13, 2002.

As referenced in the *General Conditions*, article 8, paragraph 8.6, the contractor is permitted to request an increase in contract price and time if the "contractor believes that Engineer's approval of shop drawing or sample justifies an increase in contract price or an extension in contract time." URS is requesting reimbursement for comments not pertaining to the *Site Layout* submittal, out of scope services, and for information not required for this specific submittal.

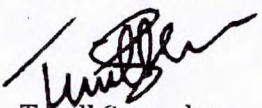
The cost impact for the items listed above is \$6,328.22. A breakout of the cost consisting of labor has been provided below.

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Ken Sullivan	15	Hour	\$116.55	\$1,748.25	included	\$1,748.25
Anne Fung	24	Hour	\$113.95	\$2,734.80	included	\$2,734.80
Virginia Nardoune	8	Hour	\$51.46	\$411.68	included	\$411.68
Bill Mueller	8	Hour	\$62.28	\$498.24	included	\$498.24
Draftsman	9	Hour	\$101.00	\$909.00	included	\$909.00
Postage	1	LS	\$25.00	\$25.00	\$1.25	\$26.25
Total:						\$6,328.22

In addition, URS is requesting a 50 calendar day extension to the substantial completion date for the additional information requested by the Engineer and exceeding the contract allowable 14 days for Engineer's review per the *General Conditions* of the contract, article 5, paragraph 5.27. This submittal was not referenced in the May 7th changer order request titled "Review Delays" as it pertained to equipment submittals.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammeler
Construction Manager

Tos/tos

cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS

URS**Facsimile**Date: July 16, 2003Page 1 of: 4To: Jeff TradFrom: Terrill StannilerFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: **Franklin Cleaners : Submittal #32 - Discharge Pipe Change Order**

Message: See Attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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July 16, 2003

New York State of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264
Submittal #32 – Discharge Pipe Change Order

Dear Mr. Trad:

URS Corporation (URS) is submitting a change order for the additional submittal work and impact for delay of approval by the engineer for submittal number 32 – Discharge Pipe. The specified SDR 32.5 discharge pipe as manufactured by IPEX, Inc. is not available in the United States. URS submitted a "Request for Information" on September 12, 2002 requesting an alternate be supplied due to the unavailability of the specified SDR 32.5 pipe. A timeline of the submittal process has been provided below. In an effort to be proactive, URS submitted information for SDR 26 pipe as an alternative. The SDR 26 pipe was from the same manufacturer, IPEX, Inc. The SDR 26 pipe has a thicker sidewall exceeding the specifications. There were no useful comments submitted to URS from the engineer regarding preferences of alternates or direction to expedite the process.

Activity Timeline	Date
URS submits Request for Information (RFI) to D&B due to none availability of specified SDR 32.5 IPEX Pipe	12-Sep-02
URS submits SDR 26 Pipe from IPEX	18-Sep-02
URS Submits letter of compliance	23-Sep-02
D&B's comments received for initial Submittal	26-Sep-02
D&B's comments received for Compliance Submittal	27-Sep-02
URS submits responses for D&B's comments received on September 26 & 27	9-Oct-02
D&B responds to October 9th submittal ("approved as noted" granted)	8-Nov-02

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

Per Specification Section 15051 – *Buried Pipe Installation*, URS was required to obtain approval for four items. The four approval items as required by Specification Section 15051 for the General Contractor are:

1. Submit details of piping, valves, specials, joints, harnessing and connections per Section 15051, Article 1.3, Paragraph A.
2. Submit description of proposed testing methods per Section 15051, Article 1.3, Paragraph B.
3. Submit certificate of compliance per Section 15051, Article 1.3, Paragraph C.
4. Submit as-builts (later date) per Section 15051, Article 1.3, Paragraph D.

URS initial Submittal dated September 18, 2002, addressed to the Engineer, contained information on two of the three criteria currently required by the Specification Section. The fourth would be submitted once piping was installed.

Comments received from the Engineer on September 26, 2002 requested for URS to modify the submittal with information not called out for submission per Specification Section 15051. The comments have been listed below.

1. Engineer requested piping details. The initial submittal package from IPEX contained details of fittings, pipe, connections, and thrust block recommendations.
2. Engineer requested certificate of compliance. URS submitted this as a separate submission on September 23, 2002. URS did not submit the compliance letter on the September 18th since it was not received from IPEX. URS did not call out on the original submittal package the compliance letter as being transmitted.
3. The remaining comments, #3 - #14, were, as it appears, for information use and did not need to be included for the evaluation of the submittal.
4. On November 8, 2002 URS received additional comments from Dvirka and Bartilucci. This set of comments was signed by Maria Wright and had additional comments not relayed on the September 26, 2002 Engineer's review comments. As previously stated, the comments were erroneous as it pertained to the approval of the submittal. The engineer's comments were restating language contained in specification section and elsewhere in the project documents.

Overall, the Engineer's comments requested restating the specifications and for information not required for approval of the current submittal.

As referenced in the *General Conditions*, article 8, paragraph 8.6, the contractor is permitted to request an increase in contract price and time if the "contractor believes that Engineer's approval of shop drawing or sample justifies an increase in contract price or an extension in contract time." URS is requesting reimbursement for comments not pertaining to the approval of the *Discharge Pipe* submittal and additional work associated with finding an equivalent pipe due to the unavailability of the specified pipe. URS requested for an equivalent to be provided on September 12th, but was not provided an alternate by the Engineer.

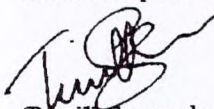
The cost impact for the items listed above is \$6,103.68. A breakout of the cost consisting of labor has been provided below.

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Ken Sullivan	22	Hour	\$116.55	\$2,564.10	included	\$2,564.10
Anne Fung	12	Hour	\$113.95	\$1,367.40	included	\$1,367.40
Virginia Nardoune	8	Hour	\$51.46	\$411.68	included	\$411.68
Terrill Stammler	14	Hour	\$122.00	\$1,708.00	included	\$1,708.00
Postage	1	LS	\$50.00	\$50.00	\$2.50	\$52.50
Total:						\$6,103.68

In addition, URS has requested a 25 calendar day extension to the substantial completion date for the additional information requested by the Engineer and exceeding the contract allowable 14 days for Engineer's review per the *General Conditions* of the contract, article 5, paragraph 5.27. This submittal was referenced in the May 7th changer order request titled "Review Delays."

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammler
Construction Manager

Tos/tos

cc: Frank Devita - D&B
Ken Kaufman - URS
Ken Sullivan - URS
Peggy Pendergast - URS

Facsimile

URS

Date: July 29, 2003 Page 1 of: 2

To: Jeff Trad

From: Terrill Stammer

Firm: NYSDEC

cc:

Facsimile: 518.402.9819

Subject: Franklin Cleaners : Extension Request Number 5

Message: See Attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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July 29, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Time Extension Request V

Dear Mr. Jeff Trad:

URS Corporation (URS) is confirming with the State a change order for an extension of time on the above referenced contract per Article 10 of the "General Conditions," section 10.2. URS initially requested a 7 calendar day extension for the following days, May 1st, May 2nd, May 6th, June 4th, June 5th, June 18th, and June 19th of this year. The impact to URS was rain and subsequent wet field conditions following a rain event. After a review of the days by the State, Engineer and URS on July 23rd in your office, it was agreed that 6 of the 7 days had impacted URS. The day that was not given as an impact was May 2nd.

Please forward the modification as soon as possible. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,

URS Corporation

A handwritten signature in black ink, appearing to read "Terrell Stammler", is written over the printed name.

Terrell Stammler
Construction Manager

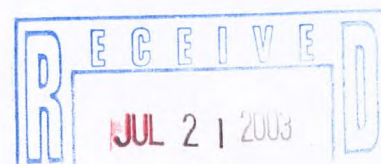
Tos/tos

cc: Frank Devita - D&B
Ken Kaufman - URS
Peggy Pendergast - URS
Ken Sullivan - URS

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

URS**Facsimile**Date: April 22, 2003Page 1 of: 3To: Frank DevitaFrom: Terrill StammelerFirm: Dvirka and Bartiluccicc: Jeff TradFacsimile: 516.364.9045Subject: Franklin Cleaners – Appeal Summary

Message: See attached



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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April 22, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 122333-7013

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Appeal Summary

Dear Mr. Trad:

URS Corporation (URS) is forwarding a summary of the appeals presented to the Department regarding the above referenced contract. To date the Engineer and the Department have denied or partially compensated reasonable requests for monetary as well as schedule impacts for project related issues.

URS will be prepared to resolve these issues during tomorrow's progress meeting as agreed to during the April 2nd progress meeting. URS has listed 10 items to resolve at this time. Please see the attached spreadsheet for the item and the time / monetary impact requested.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

A handwritten signature in black ink, appearing to read "Terri Stammler", is written over the printed name.

Terri Stammler
Construction Manager

Tos/tos
Attachment

cc: Frank Devita – D&B
Ken Kaufman – URS
Ken Sullivan - URS
Peggy Pendergast – URS

Nassau County

Item #	Change Order Item	Reason	Initial Change Order Request	Time Requested (days)	Monetary Impact	Note
✓ ①	Extension Request #1	Inclement Weather	8-Jan-03	83	\$0.00	7 days awarded of the originally requested 70 days
✓ ②	Extension Request #2	Drilling / Electrical	13-Feb-03	9	\$0.00	2 days awarded of the originally requested 11 days
✓ 3	Extension Request #3	Inclement Weather	10-Mar-03	4	\$0.00	
✓ ④	Extension Request #4	Inclement Weather	11-Apr-03	6	\$0.00	2 days awarded of the originally requested 8 days
✓ 5	Neptune Flow Meter	unavailable/ spec defect	14-Jan-03	(45) ✓ 1	\$2,005.92	plus $323 \times 1.10 = \$355.30$ difference in flowmeters
✓ X 6	Well Pumps / TDH Calcs	Requested Engineering	21-Jan-03	(45) 0	\$9,471.06	
✓ X 7	Electrician Impact	Electrical Layout Revision	16-Jan-03		\$15,069.95	Time requested in extension request #2
✓ 8	Aluminum Grating	Spec Conflict	15-Jan-03	(2) ✓	\$1,917.00	
? 9	Additional Drilling	Additional Quantity	25-Mar-03		\$3,760.00	23 additional linear feet
✓ 10	Delay w/ Schedule of Values	Cost Impact	17-Jan-03		\$2,857.44	Interest plus Labor X

*Review
stands
1 Day
0 Days*

0

New York State Department of Environmental Conservation

Division of Environmental Remediation

Bureau of Construction Services, 12th Floor

625 Broadway, Albany, New York 12233-7013

Phone: (518) 402-9814 • FAX: (518) 402-9819

Website: www.dec.state.ny.us



Erin M. Crotty
Commissioner

Mr. Ken Sullivan
Project Manager
URS Corporation
Construction Services
201 Willowbrook Boulevard
Wayne, New Jersey 07474

3/4/02

Dear Mr. Sullivan:

Re: Franklin Cleaners Site No. 1-30-050
Contract No. D004264
Performance Bond and Labor and Material Bonds

I regret to state that I am again returning the Performance Bond. URS signed and sealed the Labor and Material Bond. However, the Performance Bond was not signed and sealed. Both bonds need to be fully completed before the Department can forward the contract for approval.

Please return the corrected bond (originals) and we will once again attempt to process this contract for approval. If you have any questions, please contact me at 518-402-9814.

Sincerely,

Joseph A. Yavonditte
Eastern Field Services Section
Bureau of Construction Services

Enclosure

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway, Albany, New York 12233-7013
Phone: (518) 402-9814 • **FAX:** (518) 402-9819
Website: www.dec.state.ny.us



Mr. Ken Sullivan
Project Manager
URS Corporation
Construction Services
201 Willowbrook Boulevard
Wayne, New Jersey 07474
973.812.6869

2/11/02

Dear Mr. Sullivan:

Re: Franklin Cleaners Site No. 1-30-050
Contract No. D004264

This contract has once again been returned to me. And, again, the problem is with the Labor and Performance Bonds. I failed to notice when I resubmitted the contract that URS never signed or sealed these Bonds. Enclosed please find the original of these bonds. In addition to the bonding company, URS must also sign and affix its seal to the bonds. The corporate signature must also be notarized.

Please return the corrected bonds (originals) and we will again attempt to process this contract for approval.

Sincerely,

Joseph A. Yavonditte
Eastern Field Services Section
Bureau of Construction Services

Enclosure

URS**Facsimile**Date: 4 SEPT 03Page 1 of: 11To: JEFF TRADFrom: Terrell StummFirm: NYSDEC

CC: _____

Facsimile: 518.402.9819Subject: Change order for the Impacts
associated with E02Message: See attached

URS Corporation
Remediation Operating Services
201 Willowbrook Blvd.
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.1956
www.urscorp.com

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September 4, 2003

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7013

Re: Franklin Cleaners (Site No. 1-30-050): NYSDEC Contract No. D004264; EW2 Change Order for the Impacts associated with EW2

Dear Mr. Jeff Trad:

URS Corporation (URS) is submitting to the State the costs for the impacts associated with the evaluation by the State / Engineer of EW2 and the subsequent impacts that the evaluation had on site activities. The State was notified of the impact during the June 26th progress meeting as well as a subsequent letter notifying of the impact on July 3rd. The cost and schedule impacts are for the following:

- Time required by the State and Engineer for evaluating EW2
- Re-development of EW2
- Additional URS Geologist time for evaluating and re-development of EW2
- Additional URS supervisory time for re-development of EW2 and setting vaults independently
- 16 days of concrete barrier wall rental
- Additional Project Management time for evaluating issues with EW2, rescheduling subcontractors, and additional development time.
- Additional day of crane rental since both extraction well vaults could not be set in the same day.
- Remobilization, setting and backfilling of EW2. URS had projected that both EW1 and EW2 would be set at the same time. Each extraction well vault was required to be set independently.

Attached are the invoices for subcontractors and timesheets / construction reports for the URS geologist. The cost information has been supplied below inclusive of the site charges for the contractually required support items. The total for this change order is \$16,792.79.

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



Item	Quantity	Unit	Unit Rate	Direct Cost	Contractor's Fee	Item Total
Site Supervisor	24	Hour	\$72.68	\$1,744.32	incl	\$1,744.32
Project Manager	24	Hour	\$116.55	\$2,797.20	incl	\$2,797.20
Geologist	39	Hour	\$69.74	\$2,719.86	incl	\$2,719.86
Barrier Rental Cost (AGE)	0.533	mo	\$2,349.00	\$1,252.02	\$62.60	\$1,314.62
Excavate, Backfill EW2 (AGE)	1	ea	\$4,375.00	\$4,375.00	\$218.75	\$4,593.75
Crane Rental (All Aspects)	1	ea	\$1,950.00	\$1,950.00	\$97.50	\$2,047.50
PID Rental	0.533	mo	\$580.00	\$309.14	\$15.46	\$324.60
4 - Gas Meter	0.533	mo	\$360.00	\$191.88	\$9.59	\$201.47
Trailer w/ steps	0.533	mo	\$215.00	\$114.60	\$5.73	\$120.32
Storage Container	0.533	mo	\$110.00	\$58.63	\$2.93	\$61.56
Portable Toilets (2 each)	0.533	mo	\$320.00	\$170.56	\$8.53	\$179.09
Dumpster Service	0.533	mo	\$90.95	\$48.48	\$2.42	\$50.90
Site Phone Service	0.533	mo	\$282.13	\$150.38	\$7.52	\$157.89
Site Vehicle	0.533	mo	\$900.00	\$479.70	incl	\$479.70
Total:						\$16,792.79

Additionally, URS is requesting a 16 calendar day extension to the substantial completion date for the delays associated with EW2. The 16 days represents the time frame of June 26th through July 11th.

Please respond to this notice by Monday, September 8, 2003. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

Terrell Stanniler
Construction Manager

Tos/tos
attachment

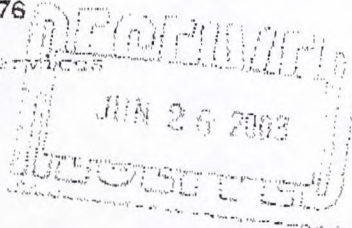
cc: Ken Kaufman - URS
Peggy Pendergast - URS
Ken Sullivan - URS



A.G.E. EQUIPMENT & EXCAVATION, INC.
P.O. Box 312
MILLER PLACE, NY 11764

1-866-AGE-0400
(718) 341-5176

TO: Radian Construction Services
Attn: Kenneth Kaufman
201 Willowbrook Blvd.
Wayne NJ 07474-029



JOB INVOICE

351,300.00

PHONE 908.272.8300	DATE OF ORDER 6/18/03
ORDER TAKEN BY	CUSTOMER ORDER NUMBER 354-2003US
DAY WORK <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA <input type="checkbox"/>	
JOB NAME / NUMBER 760600.DS/Franklin Cleaners	
JOB LOCATION Molloy College/NY	
JOB PHONE	STARTING DATE 6/18/03

QUANTITY	MATERIAL	UNIT PRICE	AMOUNT		
0	Rental Period 6/12/03 - 7/12/03				
0	Concrete Barrier				
180	4 Day, 180 L.F. Concrete Barrier - Per Linb	12.00	2,160.00		
TOTAL MATERIALS ▶			2,160.00		
OTHER CHARGES	AMOUNT	LABOR	HOURS	RATE	AMOUNT
			0		
TOTAL OTHER ▶		TOTAL LABOR ▶			
DESCRIPTION OF WORK					

DESCRIPTION OF WORK

OK To Pay Kenneth Kaufman 6/18/03
010401

TERMS 30 Days	DATE COMPLETED 6/18/03	TOTAL MATERIALS 2,160.00
WORK ORDERED BY Ken Sullivan		TOTAL OTHER 0.00
AUTHORIZED SIGNATURE		TOTAL LABOR 0.00
I hereby acknowledge the satisfactory completion of the above described work.		TAX 0.00
		TOTAL 2,160.00

ALL ASPECTS Machinery & Equipment Hauling, Inc.

1620 New Highway, Suite 1

Farmingdale, NY, 11735

(631) 845-4545 phone

(631) 845-4505 fax

INVOICE

BILL TO
URS Corporation 201 Willowbrook Boulevard P.O. Box 290 Wayne, NJ 07474-0290 Attn: Ken Sullivan

DATE	INVOICE #
7/11/2003	10262

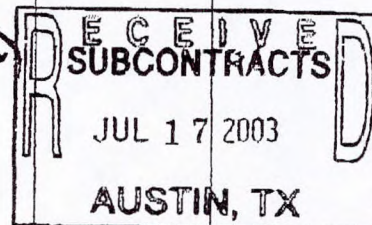
761082. us
807260. 020101

V. Nardone
18065
7/15/03

DRIVER	TRUCK
Bill	NC

TERMS	DUE DATE
Net 10 Days	7/21/2003

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Rigging Work - By...	1	<p>Rigging work, quoted by job</p> <p>Placement of Pre-cast concrete vault</p> <p>All Aspects to provide men and equipment necessary to the task of placing concrete vault in excavated hole.</p> <p>1 day job.</p> <p>Thank you for your consideration</p> <p> Vid #: <u>246514</u> Alt. Payee #: _____ Subcontract #: <u>761082</u> UA UC UI (US) <u>807260.020802</u> </p>	1,950.00	1,950.00



Estimate only.
Thank you for your consideration.

Total \$1,950.00

Balance Due \$1,950.00

08-01/2003 19:23 FAX

002

JOB INVOICE

4082003

**A.G.E. EQUIPMENT & EXCAVATION, INC.**P.O. Box 312
MILLER PLACE, NY 117641-888-AGE-0400
(718) 341-5176

PHONE

908-272-8300

DATE OF ORDER

7/13/03

ORDER TAKEN BY

CUSTOMER ORDER NUMBER

408-200303

DAY WORK

X

CONTRACT

X

EXTRA

JOB NAME/NUMBER

760600 05

JOB LOCATION

Franklin Glenview Malloy College

JOB PHONE

STARTING DATE

7/13/03

TO: Radian Construction Services

Attn: Kenneth Nauman

201 Willowbrook Blvd.

Wayne NJ 07474-0229

QUANTITY	MATERIAL	UNIT PRICE	AMOUNT
1	Excavation Services - Revised 8/1/03 Excavate for Wall Vault on Shoulder of S.S. Drwy 7/10/03 #2 100% Complete - (\$500.00 Credit) Delivery charge for Trench Box Was Omitted	4,375.00	4,375.00
TOTAL MATERIALS ▶			4,375.00

OTHER CHARGES	AMOUNT	LABOR	HOURS	RATE	AMOUNT
			0		
TOTAL OTHER ▶		TOTAL LABOR ▶			

DESCRIPTION OF WORK

TERMS	30 Days	DATE COMPLETED	7/13/03	TOTAL MATERIALS	4,375.00
WORK ORDERED BY	Ken Sullivan			TOTAL OTHER	
AUTHORIZED SIGNATURE				TOTAL LABOR	
				TAX	
				TOTAL ▶	4,375.00

I hereby acknowledge the satisfactory completion of the work described above.

FORM 4-10-01 COMPANY IT, DUBLIN, OHIO PRINTED IN U.S.A.

URS CorporationDATE 7/7/03DAY

S	M	T	W	TH	F	S
---	---	---	---	----	---	---

DAILY CONSTRUCTION REPORTPROJECT: Franklin CleanersCONTRACTOR: Delta Well and Pump

URS JOB No. _____

URS PROJECT MANAGER: Sullivan**WEATHER**

Bright Sun	Clear	Overcast	Rain	Snow
TEMP	To 32	32-50	50-70	70-85
WIND	Still	Moder	High	Report No.
HUMIDITY	Dry	Moder	Humid	

AVERAGE FIELD FORCE

Name of Contractor	Non-manual	Manual	Remarks
Delta Well and Pump			

VISITORS

Time	Representing	Representing	Remarks

EQUIPMENT AT THE SITE:

Falling F-10 and support truck

CONSTRUCTION ACTIVITIES:

Sample Drums of Drill cuttings with Greg G.

Delta arrives and mixes BMR (Barite Mud Remover)

Mixes 28 pounds into 55 gallon drum of water... as per instructions..

12:00 Mixing solution into well

12:20 Begin surging well, block at 30'. Surge until 2:00.

Continue drum sampling to end of day.

SHEET 1 OF 1
☒ X - designates info on
backside of page
BY: Joel Segal

REVIEWED BY: _____

Title: GeologistProject Manager: K. Sullivan

URS CorporationDATE 7/8/03DAY

S	M	T	W	TH	F	S
---	---	---	---	----	---	---

DAILY CONSTRUCTION REPORTPROJECT: Franklin CleanersCONTRACTOR: Delta Well and Pump

URS JOB No. _____

URS PROJECT MANAGER: Ken Sullivan**WEATHER**

	Bright Sun	Clear	Overcast	Rain	Snow
TEMP	To 32	32-50	50-70	70-85	85 and up
WIND	Still	Moder	High	Report No.	
HUMIDITY	Dry	Moder	Humid		

AVERAGE FIELD FORCE

Name of Contractor	Non-manual	Manual	Remarks
Delta Well and Pump			

VISITORS

Time	Representing	Representing	Remarks

EQUIPMENT AT THE SITE:

Failing F-10 ng and Supply Truck

CONSTRUCTION ACTIVITIES:

Continue Drum Sampling.

Drillers arrive @ 9:40 to Jet Well

Spoke with Maurice Osman of Nassau County DPW about discharging additional water into Sanitary Sewer - He responded OK

Will keep track of volume and give sample of water to Joe with Sewer Dept.

Begin Air Jetting 11:00. Will Jet to end of day and pump 7/9, Wednesday.

Complete drum sampling. Details of sampling on file.

SHEET 1 OF 1☐ X - designates info on
backside of pageBY: Joel Siegel

REVIEWED BY: _____

Title: GeologistProject Manager: K. Sullivan

URS CorporationDATE 7/9/03DAY

S	M	T	W	TH	F	S
---	---	---	---	----	---	---

DAILY CONSTRUCTION REPORTPROJECT: Franklin CleanersCONTRACTOR: Delta Well and Pump

URS JOB No. _____

URS PROJECT MANAGER: Ken Sullivan**WEATHER**

Bright Sun	Clear	Overcast	Rain	Snow
TEMP To 32	32-50	50-70	70-85	85 and up
WIND Still	Moder	High	Report No.	
HUMIDITY Dry	Moder	Humid		

AVERAGE FIELD FORCE

Name of Contractor	Non-manual	Manual	Remarks
Delta Well and Pump			

VISITORS

Time	Representing	Representing	Remarks

EQUIPMENT AT THE SITE:

Failing F-10 Rig and Supply truck

CONSTRUCTION ACTIVITIES:

Will pump well and check yield.

Discharge 700 gallons well water into sewer.

7:50 Pull out jet tool and run hose into well.

Pump and test for day. See excell sheet for details.

Discharge 700 gallons well water into sewer.

Discharge 700 gallons well water, plus 300 gallons purge water from sampling event.

TODAY 2400 GALLONS DISCHARGED.

PREVIOUSLY DISCHARGED 1200 GALLONS.

TOTAL DISCHARGE INTO NASSAU COUNTY SEWER SYSTEM IS 3600 GALLONS.

HAVE GIVEN SAMPLES TO COUNTY AT ALL EVENTS.

SHEET 1 OF 1
☒ X - designates info on
backside of page
BY: Joel Siegel

REVIEWED BY: _____

Title: GeologistProject Manager: Ken Sullivan

URS CORPORATION
Employee Timesheet

Employee ID: 071892
Employee Name: Siegel, Joel D.

Revision: 0

Class: Regular/Full-Time/Exempt/Act

Weekly (FRI) Period Ending: 06/20/2003

Ln	Job No./Cost Code	Job Type	Pay Type	Charge Description	Sat 06/14	Sun 06/15	Mon 06/16	Tue 06/17	Wed 06/18	Thu 06/19	Fri 06/20	Total
1	19683842.00000	ASTPRO	REG	Franklin Cleaners Site-General Task				2.00	3.00	3.00	2.00	10.00
2	03007633	ASTPRO	REG	BP Wayne/Jersey City Fire Police Train.			4.00	6.00	5.00	5.00	6.00	26.00
3	19683438.00000	ASTPRO	REG	Jersey City 599 Palisades Ave-599 Palisades Ave			4.00					4.00
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours												
Total Hours							8.00	8.00	8.00	8.00	8.00	40.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

Timesheet Approvals

Signature: Siegel, Joel D.
Approval: Schmitt, Christopher F.

CRS CORPORATION
Employee Timesheet

Employee ID: 071892
Employee Name: Siegel, Joel D.

Revision: 2
Class: Regular/Full-Time/Exempt/Act
Weekly (FRI) Period Ending: 07/11/2003

Ln	Job No./Cost Code	Job Type	Pay Type	Charge Description	Sat 07/05	Sun 07/06	Mon 07/07	Tue 07/08	Wed 07/09	Thu 07/10	Fri 07/11	Total
1	19683842.00000	ASTPRO	REG	Franklin Cleaners Site/General Task			8.00	8.00	8.00		5.00	29.00
2	25364642.00004	ASTPRO	REG	Closure of Sand Interceptor / Abandonment of OWS vault						8.00		8.00
3	19684442.00001	ASTPRO	REG	NYCHA Highbridge Nelson Site RI/Drilling/Sampling Analysis							3.00	3.00
4	19683842.00000	ASTPRO	OIO	Franklin Cleaners Site/General Task			2.00	2.00				4.00
5												
6												
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16												
17												
18												
19												
20												
Total Regular Hours							8.00	8.00	8.00	8.00	8.00	40.00
Total Overtime Hours							2.00	2.00				4.00
Total Hours							10.00	10.00	8.00	8.00	8.00	44.00
Time In												
Time Out												
Non-Work Hours												
Off-Site Work Hours												

*range of
Field Ours
of work*

Timesheet Approvals

Signature: Siegel, Joel D.
Approval: Schmitt, Christopher F.

URS

Facsimile

Date: February 25, 2003 Page 1 of: 4

To: Jeff Trad From: Terrill Stammier

Firm: NYSDEC cc:

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Appeal to Impacts by Electrician

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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February 25, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Electrical Subcontractor Notice of Impact (Change Order #5) – Response to DeVita's letter dated February 21, 2003

Dear Mr. Frank DeVita:

URS Corporation (URS) has received your letter dated February 21, 2003. URS requested a response to this critical issue on January 20, 2003. URS does not agree with the position that Dvirka and Bartilucci is taking with respect to the damages done by J.K. Electrical per the Engineer's direction. Per article 9, section 9.4 of the General Condition, URS is notifying that it is appealing the decision reached. Items reinforcing this determination are provided below.

- A. URS spent months trying to identify a supplier of the SDR 32.5 pipe for the required submittals. A request for information was sent to Dvirka and Bartilucci on September 12, 2002 stating that the SDR 32.5 was not available in the United States. It is URS's position that the Engineer should have recognized this error, taken ownership of the situation and granted immediate approval for use of the SDR 26 pipe by the same manufacturer, IPEX, Inc. Your letter references delays attributable to URS that are not accurate. Delays were due to the lack of attention that this item required as well as erroneous information being provided in the specifications. Permission for use of the SDR 26 pipe was not granted for use until January 22, 2003. Shifting ownership of defective specifications to the contractor is not reasonable.
- B. One of the comments received on submittal number 32, Discharge Pipe, dated September 26, 2003 from Dvirka and Bartilucci stated, *"pipe line trenching shall be in accordance with the contract drawings and as specified. Prior to pipeline installation, we request that URS provide sufficient detail of the pipeline trenching demonstrating compliance with the requirements of the contract documents. Additionally, as discussed in prior site meetings, it is understood that URS will be working conjunctively with J.K. Electric to provide a combined trench. The referenced submittal must be modified to include this information."* URS has not been notified in writing formally of the change in scope for URS or a request by the Engineer of the impacts of such a change to URS. In addition, the information requested above by the Engineer demonstrating compliance was not made available at the site at time of the work by J.K. Electrical. Please forward this information for reference at the site.
- C. The Engineer has directed that URS deal directly with the Electrical subcontractor on the issue of damages. URS has no intention of contacting the electrician as our contract is with the State of New York.

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- D. Your letter references article 11 of the Agreement section of the Contract. No where in that section does it state that reimbursement for damages born by one contractor to another will not be compensated for.
- E. You directed the repair of the ruts and when informed that the ruts were caused by the electrician agreed that reimbursement will be provided to URS. URS has provided pictures of the damage done by J.K. Electrical.
- F. A response has been provided for each of the items which you feel justifies your position that work was done in compliance with the contract documents below. Please note that no evidence has been provided as irrefutable evidence that the work has been conducted in compliance with the contract documents.
1. URS is providing the contractual coordination drawings. The elevations for the trench, conduit elevations, and pull boxes were not conducted by a surveyor and forwarded for insertion into the coordination drawings. Section 01050 – Field Engineering, article 1.6 states that “the exact surveyed location and all elevation of all work” will be documented by the contractor. URS has taken exception to the suspect work of the electrician on the last set of coordination drawings submitted to Dvirka and Bartiluuci. This work is not in compliance with the specifications.
 2. It is believed that the elevation of the conduit was permitted to be raised due to the skirts of the pull boxes did not extend to the required depth of the specifications. If so, this work is not in compliance of the specifications. Shallow conduits will require an additional mowing maintenance activity to prevent roots from disturbing and potentially damaging the conduits. Please provide documentation indicating otherwise.
 3. Your letter reference the use of URS’s submittal number 29 by J.K. Electrical. URS received approval for use of the submitted material on September 26, 2002 under contract number D004264. If J.K. Electrical had intentions of using the same material, then they should have submitted independently for use under their contract. URS has spent time and money being in compliance with the specifications and adherence to the submittal process. The use of an unapproved item under their contract is out of compliance with the specifications.
 4. The compaction testing by “method of deflection” does not indicate that the 95 percent compaction requirement has been achieved per section 02200, article 3.5, G1. In addition, per Section IX – *Supplementary Conditions*, Item C3, states, “*Test results shall be binding on both the Contractor and the Department, and shall be considered irrefutable evidence of compliance or non-compliance with the specification requirements...*” No documentation has been provided indicating adherence to the 95 percent compaction requirement.
 5. Conditions on the site that require action are provided below.
 - Extensive disturbance still remains in areas that have not been repaired by URS.
 - As indicated in URS’s letter dated February 3, 2003, URS has utilized fill material being reserved for use elsewhere to fill in deep ruts. This was

CONSTRUCTION CLAIMS MONTHLY



Devoted exclusively to the problems
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Volume 25 Number 7

July 2003

DELAY IN SHOP DRAWING REVIEW

The submittal of shop drawings, material samples, descriptive literature and other information for project owner review is a necessary part of the construction process. The contract drawings and specifications cannot always detail every aspect of the work. For contractors, however, the submittal and review process poses a risk of delay. The contractor simply cannot proceed with that aspect of the work until the project owner or its agent has approved the submittal.

Contractors certainly have responsibility in this matter. Advance planning and thorough preparation can avoid many of the problems with submittal review. But assuming timely submittal, how much time is a project owner then allowed for shop drawing turn-around? Surprisingly, most contracts don't say.

The AIA Contract Documents

AIA Document A201-1997, "General Conditions of the Contract for Construction," addresses this matter in Subparagraph 4.2.7. "The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review."

The concept of "reasonable promptness" is vague enough to begin with. The qualifying language regarding "professional judgment" appears to vest the project architect with a great deal of discretion in determining how promptly a submittal should be turned around.

Reasonableness

Given this sort of contractual standard, courts and administrative boards are forced to grapple with the question of what constitutes a reasonable period of time in a particular set of circumstances. In one case, a Pennsylvania court stated that evidence indicated that the normal time required for shop drawing turn-around on a highway project was ten to 12 weeks. Anything in excess was compensable delay. *Department of Transportation v. Brayman Construction Corp.-Bracken Construction Co.*, 513 A.2d 562 (Pa.Cmwlt. 1986); CCM November 1986, p. 2.

Ten to 12 weeks would seem like a very slow turn-around for many types of work. In one case, ten to 14 days was considered a reasonable period of time for reviewing a submittal. *Appeal of Azerind, Inc.*, ASBCA No. 34294 (August 19, 1987); CCM November 1987, p. 6.

Where an owner's agreement with the project architect allowed the architect 15 days for submittal review, 21 days was deemed a reasonable turn-around time for the project owner. *Appeal of C. Walker Construction Co.*, VABCA No. 1527 (May 19, 1982); CCM July 1982, p. 6.

Owner Shortcomings

When shop drawing review is not as prompt as a contractor would like, the cause of the alleged delay will obviously be crucial in determining whether the turn-around was reasonable. In one case, the submittal of a shop drawing caused the owner to realize that certain contract specifications were in error. Correction

(Continued on page 7)

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**DESIGN-BUILD SUB HAD NO REMEDY
FOR "CHANGED" WORK****PLANS AND SPECIFICATIONS;
CHANGES-CONSTRUCTIVE****Sunhouse Construction, Inc. v. Amwest Surety
Insurance Co.****841 So.2d 496 (Fla.App. 3 Dist. 2003)**

A Florida court has ruled that when an electrical subcontractor committed to a fixed price on a design-build project, none of the work within the preliminary design parameters could be considered "extra."

The Miami-Dade County School Board awarded a contract to Sunhouse Construction, Inc. to build an elementary school building. Only preliminary drawings and a set of design criteria existed at the time of contract award. Detailed drawings and specifications were to be furnished by the project architect as the work progressed.

Sunhouse subcontracted the electrical work to Consolidated Techniques, Inc. (CTI) at the fixed price of \$800,000. The subcontract required a "complete electrical package" consistent with drawings and specifications to be prepared in accordance with the preliminary plans and design criteria. One element of the subcontract work was a fire alarm system certifiable under applicable codes and ordinances.

A dispute developed regarding the definition of the fire alarm system. CTI complained that it had been forced to perform extensive extra work. When Sunhouse refused to authorize payments in excess of the fixed subcontract price, CTI walked off the job. Sunhouse was forced to bring in a replacement subcontractor to complete the alarm system. Each party alleged breach of the subcontract.

A trial court ruled that CTI's abandonment had been justified by Sunhouse's refusal to pay for out-of-scope work. The trial court awarded CTI the subcontract balance plus compensation for the extra work.

The District Court of Appeal of Florida said the trial court "failed to fully understand the agreement between the parties and the essence of design-build construction." At the time the subcontract was entered, there had been no fully defined scope of work. CTI had agreed to perform in accordance with design documents that were to be furnished as the work progressed. So long as those documents were consistent with the preliminary plans and the design criteria, the work could not be considered "changed" or "extra." It was CTI, not Sunhouse, that had breached the subcontract.

"No plans existed when CTI submitted its letter of intent to perform all work specified in the design criteria and only preliminary plans existed when CTI submitted its bid for the project's electrical work. In executing the subcontract with Sunhouse, CTI agreed that if and when additional plans were completed during the construction process, it was obligated to conform its work to those plans consistent with the subcontract... They could not be disputed and became incorporated into the subcontract."

Editor's Note: Both the subcontractor and its performance surety should have recognized the risk inherent in a fixed-price commitment on a preliminary design.

**NO-DAMAGE-FOR-DELAY
CLAUSE ENFORCED****DELAY-DAMAGES; DISCLAIMERS****Daniel E. Terreri & Sons, Inc. v. Mahoning County
Board of Commissioners****786 N.E.2d 921 (Ohio App. 7 Dist. 2003)**

An Ohio court has ruled that a no-damage-for-delay clause applied to a delay in issuing a notice to proceed. And the project owner could rely on a termination for convenience clause despite the failure to comply with a written notice requirement.

Mahoning County awarded a contract to Daniel E. Terreri & Sons, Inc. for renovation of a building in downtown Youngstown. The contract required completion of the work within 120 days of issuance of a notice to proceed, but there were no time limits regarding issuance of that notice.

Twenty-two days after contract award, Terreri sent the County a letter complaining that 16 months had passed since it bid the project. Terreri demanded that the County issue a notice to proceed prior to the end of the month. Otherwise, Terreri would insist on a 15 percent price increase.

The County did not issue a notice to proceed. Terreri sent another letter stating that the contractor considered the contract terminated. Terreri sued for overhead expenses and lost profit. The County relied on a no-damage-for-delay clause and a termination for convenience clause as a defense.

Terreri argued that the no-damage-for-delay clause applied only to delay after commencement of the work, not delay in issuance of a notice to proceed. Terreri also contended that the County could not rely on the termination for convenience clause because it had not given ten days written notice, as required under the terms of the clause.

The Court of Appeals of Ohio said the no-damage-for-delay clause was broadly worded, referring to "any delays, including delays not contemplated by the parties, in prosecuting or completing the work under this contract, irrespective of the cause of such delay." These clauses are enforceable under Ohio law. There was no reason the disclaimer should not apply to alleged delay in issuing a notice to proceed, as well as any delay experienced after commencement of the work.

The Court also ruled that the County could rely on the termination for convenience clause to avoid liability for lost profit on unperformed work. It was correct that the County had failed to provide the ten days written notice specified in the clause. But Terreri had actual knowledge of the termination. In correspondence, Terreri had referred to the contract as having been terminated. And in any event, Terreri - having repudiated the contract - was in no position to insist on the County's strict compliance with the literal terms of that contract.

Editor's Note: With regard to the enforceability of no-damage-for-delay clauses under Ohio law, the Court cited *Carrabine Construction Co. v. Chrysler Realty Corp.*, 495 N.E.2d 952 (Ohio 1986); CCM October 1986, p. 3.

SUSPENSIONS NOT SUPPORTED BY TEST DATA

SUSPENSION OF WORK

**Appeal of Caddell Construction Co.
VABCA No. 5608 (May 12, 2003)**

The Department of Veterans Affairs Board of Contract Appeals has ruled that asbestos remediation work stoppages were compensable suspensions of work because the government could not provide supporting test data.

The VA awarded a contract to Caddell Construction Co. for renovation of a 12-story hospital building in Atlanta. The work included extensive asbestos remediation. Caddell subcontracted the remediation to National Service Cleaning Corp. (NSC).

The contract authorized the VA to stop asbestos removal at any time airborne fibers exceeded specified levels. During remediation operations, the VA did stop work on several occasions. NSC challenged the need for these suspensions and Caddell sponsored a claim on behalf of its subcontractor. The Board ruled that the suspensions were compensable.

"Not only did the government fail to provide the test results to NSC when requested during construction, no such reports were entered into evidence during the subsequent litigation...The argument by the government that such data was simply too voluminous is unpersuasive."

CONTRACTOR ALLOWED TO REDUCE CERTIFIED CLAIM

CLAIMS ADMINISTRATION

**Appeal of Eaton Contract Services, Inc.
ASBCA No. 54054 (May 28, 2003)**

The Armed Services Board of Contract Appeals has ruled that a contractor can reduce the amount of a certified claim without jeopardizing the validity of the claim. It is still a claim for a sum certain.

The Corps of Engineers awarded a contract to Eaton Contract Services, Inc. to construct a training facility at Fort Bragg, North Carolina. Eaton later submitted a certified claim. When the government said it intended to audit the claim, Eaton reduced the amount.

The government took the position that there was no valid claim. By reducing the amount, the contractor had recanted its certification and was no longer stating a claim for a sum certain. The Board rejected this argument.

The Board noted that a valid certified claim need not include a detailed cost breakdown and may even include cost estimates. There is no reason a contractor cannot reduce the amount of a certified claim without jeopardizing the validity of the claim.

"We are not deprived of jurisdiction if appellant reduces the amount of a properly certified claim, as we determine the validity of a contractor's claim against the government at the time the claim is submitted to the contracting officer. The reduction in the amount claimed goes to the merits, for which the contractor bears the burden of proof, and not to the validity of the underlying claim."

DECISIONS OF THE COMPTROLLER GENERAL

ONLY ONE PROPOSAL NEEDS TO BE RECEIVED

BIDS-RESPONSIVENESS

**Matter of Tishman Construction Corp.
Comp. Gen. No. B-292097 (May 29, 2003)**

The Comptroller General has ruled that when an agency requires offerors to submit both paper and electronic versions of proposals, only one complete copy needs to be received in a timely manner.

The Department of Health and Human Services (HHS) issued a request for proposals for construction management services. The RFP required offerors to submit both a paper and an electronic version of their proposals. The RFP included detailed instructions for delivery and also stated: "The paper copy is the official copy for recording timely receipt of proposals."

Tishman Construction Corp. submitted an electronic version of its proposal in a timely manner. But the print version arrived 73 minutes after the deadline. HHS rejected the proposal as untimely. Tishman protested that HHS had a complete, properly formatted version of the proposal prior to the deadline. HHS replied that the paper copy was the official version. The Comptroller General ruled in favor of Tishman.

"Given that HHS had received, by means specifically authorized by the RFP, a complete copy of Tishman's proposal prior to the time set for receipt of proposals, we fail to see how the late proposal rule or policy would be violated by consideration of Tishman's proposal...The protester's failure to timely deliver more than one complete copy of its proposal is nothing more than a minor informality."

GUARD LOG DETERMINED TIMELINESS

BIDS-RESPONSIVENESS

**Matter of General Power Engineering Associates,
Inc.
Comp. Gen. No. B-292170 (May 28, 2003)**

The Comptroller General has ruled that a log maintained by private security guards at a government facility could be used to determine the timeliness of a hand-delivered bid.

The bid was delivered to the designated location by commercial courier. The security guard log indicated it arrived 14 minutes after the closing deadline. The bidder protested that the log was not determinative because the security guards were not government employees. The Comptroller General denied the protest.

"The log is a record maintained by the security guards in the regular course of monitoring the loading dock for the agency...The fact that the log is compiled by security guards who are contract employees rather than government employees does not preclude reliance on the log."

(Continued from page 1)

of the problem delayed shop drawing approval by 16 days. This was compensable delay. *Appeal of Malone Construction Co.*, ASBCA No. 41483 (February 21, 1991); CCM June 1991, p. 4.

In another case, the contract specified a particular brand of fuel storage tank "or equal." There was no indication, however, of the features of the specified brand that were considered salient characteristics for purposes of evaluating submittals. The contractor submitted a shop drawing for installation of a tank other than the specified brand. Some details of the drawing were inconsistent with the features of the specified brand. The owner rejected the drawing and required resubmittal. The resulting delay was the owner's responsibility because reliance on undisclosed salient characteristics had flawed the review process. *Appeal of KEMRON Environmental Services Corp.*, ASBCA No. 51536 (November 18, 1999); CCM January 2000, p. 4.

Contractor Shortcomings

As mentioned earlier, a contractor has responsibilities in the submittal process. Just as owner ineptitude can render a shop drawing turn-around time unreasonable, lack of thoroughness or accuracy on the part of the contractor can justify or excuse a slow turn-around.

One contract specified the level of detail required for shop drawings of a fire alarm system. The contractor's submittal lacked some of the required information. The resulting delay in the review and approval of shop drawings was therefore the responsibility of the contractor, not the project owner. *Appeal of Santa Fe Engineers, Inc.*, ASBCA No. 45523 (January 26, 1993); CCM April 1993, p. 5.

In another case also involving a fire alarm system, the contractor's initial submittal was stamped "revise as noted." A steady stream of resubmittals and rejections ensued. But the contractor's complaints regarding the process fell on deaf ears. The initial submittal lacked necessary information and the resubmittals were not responsive to the project engineer's requests for clarification. The delay was the contractor's responsibility. *Twigg Corp. v. General Services Administration*, GSBGA No. 14386 (February 11, 2000); CCM April 2000, p. 4.

Subcontractors and Suppliers

Finally, it should be noted that subcontractors and suppliers are particularly vulnerable to delays in the process due to their lack of a direct contractual relationship with the project owner. For instance, a project architect rejected a shop drawing prepared by an HVAC subcontractor. The sub complained that the specifications relied upon in rejecting the submittal were defective. After some time, the project owner and architect implicitly agreed, approving a resubmittal substantially identical to the initial shop drawing. But the sub was unsuccessful when it attempted to recover compensation for the delay from the prime contractor. The prime had disclaimed, under the terms of the subcontract, responsibility for the acts or omissions of the project owner or its architect. *U.S. for Use of Seminole Sheet Metal Co. v. SIC, Inc.*, 828 F.2d 671 (11th Cir. 1987); CCM December 1987, p. 8.

CONTRACTOR FAILED TO GIVE NOTICE OF SITE CONDITION

DIFFERING SITE CONDITIONS; NOTICE

Engineered Maintenance Services, Inc. v. United States

55 Fed.Cir. 637 (2003)

The U.S. Court of Federal Claims has ruled that a contractor's failure to formally notify the government of a differing site condition deprived the government of the opportunity to investigate the situation.

The U.S. Army Missile Command awarded a contract to Engineered Maintenance Services, Inc. (EMS) to replace steam and condensate lines at the Redstone Arsenal in Alabama. New pipe had to be installed with a minimum groundcover of three feet. The contractor was allowed, at its discretion, to install new pipe over existing pipe, so long as the minimum groundcover was maintained.

EMS fell behind schedule and was repeatedly admonished to increase the pace of the work. EMS complained that it was encountering existing pipe that had to be removed in order to install new pipe with three feet of groundcover. EMS also said groundwater was accumulating in the trenches. These complaints were documented in regular reports submitted by EMS to the Army.

The Army eventually terminated the contract for default due to the contractor's inability to achieve timely completion. The contractor challenged the default, arguing that the slow progress was excused by the differing site conditions it had encountered.

The Army contended that EMS could not rely on the Differing Site Conditions clause to excuse its default. EMS had failed to provide the government with written notice "promptly and before the conditions are disturbed," as required by the contract.

EMS replied that the government had not been prejudiced by the lack of formal written notice. The contracting officer had been aware of the problems, as evidenced by the reports, but had never come out to the site to observe the conditions.

The Court of Federal Claims ruled that EMS had not provided the government with adequate notice of the alleged differing site conditions. The conditions of which EMS complained were anticipated and described in the contract documents. The contract required removal of existing pipes in order to maintain groundcover and called for the dewatering of the trenches. The contracting officer had no reason to visit the site in response to the contractor's reports. EMS failed to properly invoke the Differing Site Conditions clause and could not rely on that clause to excuse its default.

"The failure of the contracting officer to visit the site does not establish a lack of prejudice to the government. Rather, the lack of formal notice does indeed establish a prejudice to the government because as a result of this insufficient notice, the government simply saw no reason to investigate any alleged differing site condition."

Editor's Note: Strict enforcement of notice requirements with regard to site conditions is the norm.

CONSTRUCTION CLAIMS MONTHLY



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Volume 25 Number 6

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COMMON IMPEDIMENTS TO DELAY DAMAGE RECOVERY Part II

Last month, this article discussed problems created by lack of timely notice and the inability to segregate owner-caused delay. This month's conclusion examines the need for claimants to prove delay in overall project completion.

Failure to Prove Delay in Overall Project Completion

Not every incident of owner-caused delay automatically translates into additional compensation for the contractor. As the Armed Services Board recently stated: "While the government may have inconvenienced or temporarily slowed appellant here and there, such government-caused problems were isolated occurrences causing no material breach of contract." *Appeal of Jerry Dodds & Associates*, ASBCA No. 51682 (April 19, 2002); CCM June 2002, p. 4.

In order for a contractor to recover for owner-caused delay, the contractor must be able to prove that the event in question extended the contractor's performance period. "It is immaterial that some particular event came along which disrupted certain work or delayed its start or completion. It may well have been that that item of work was not one which would delay the project completion or have any effect on it... It is appellant's burden to convince us of the impact on the overall completion of the project." *Appeal of Essential Construction Co., Inc.*, ASBCA No. 18706 (February 7, 1989); CCM May 1989, p. 4.

The well-recognized method for proving impact on overall completion of the project is the use of critical path method (CPM) scheduling analysis. But the method must be used properly. It will not be persuasive evidence of delay in project completion simply because it is labeled "CPM analysis."

One contractor incorrectly treated impacted work as being on the schedule's critical path. The computer-generated progress schedule then showed delay in project completion. This was the result, however, of the initial incorrect assumption. The delay claim was denied. *Appeal of Pioneer Enterprises, Inc.*, ASBCA No. 43651 (June 29, 1992); CCM September 1992, p. 4.

In another case, the delayed work was on the initial critical path of the schedule, but the contractor had failed to adjust that schedule to reflect weather delays that had occurred earlier in the project. This kept the impacted work on the critical path when it really no longer was. The delay claim was denied. *Appeal of D.E.W., Inc.*, ASBCA No. 35171 (March 20, 1992); CCM July 1992, p. 4.

Contractors must not only factor in excusable delay such as weather events, but also delay for which the contractor is responsible. A contractor's failure to adjust the progress schedule with regard to subcontractor performance issues resulted in denial of a delay claim in spite of an acknowledged owner-caused delay of 27 days to one aspect of the work. *Appeal of M. Raina Associates, Inc.*, ASBCA No. 50486 (December 16, 1998); CCM February 1999, p. 5.

One contractor submitted CPM analysis to show that defective design documents had delayed overall project completion. There were gaps in the network diagram, however, making it impossible to trace the entire critical path. Progress updates had been run, but they were generated after-the-fact and not tied to actual events in the field by contemporaneous job site records. Moreover, the contractor's

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**PAYMENT BOND DID NOT COVER
PERFORMANCE DEFICIENCY****BONDS-PAYMENT**

**American Casualty Company of Reading, Pa. v. D.
L. Withers Construction, L.C.**
64 P.3d 210 (Ariz.App. Div. 1 2003)

An Arizona court has ruled that a prime contractor could not recover from a subcontractor's payment bond for additional labor costs incurred as a result of the sub's inadequate staffing.

D. L. Withers Construction, L.C. was the prime contractor for construction of Pinnacle High School. Withers subcontracted the heating, ventilation and air conditioning work to 1st Mechanical, Inc. of Arizona.

The subcontract included a provision requiring Mechanical to furnish payment and performance bonds in the full subcontract amount. But prior to signing the agreement, the president of Mechanical struck the performance bond reference and initialed the change. Mechanical did furnish a payment bond which named Withers as an obligee.

Mechanical did not adequately staff the project and fell behind schedule. At a job site meeting, Mechanical agreed that Withers could bring in an additional HVAC subcontractor to expedite the work.

Withers brought a claim against the bond for the amount Withers had paid the second HVAC subcontractor. Mechanical's surety, American Casualty Company of Reading, Pa., responded that the payment bond only covered the claims of Mechanical's subcontractors and suppliers. Withers had contracted directly with the second HVAC sub.

Withers argued that the labor obtained from the second sub had been necessitated by Mechanical's inadequate staffing. Under the terms of the job site agreement, Withers had become a supplier of labor to Mechanical, so this was an obligation of Mechanical which was guaranteed by the payment bond.

The Court of Appeals of Arizona disagreed. Withers was trying to convert a payment bond into a performance bond. The payment bond, by its express terms, guaranteed Mechanical's payment of "claimants." And a claimant was defined as one having a direct contract with Mechanical to furnish labor or materials for use in the performance of the subcontract.

"Neither the subcontract agreement nor the job site agreement transformed Withers into a supplier of labor or material to Mechanical... Withers' contractual right to secure additional labor for the project in the event of Mechanical's breach was not a direct contract for labor or material."

Editor's Note: Even if there had been a performance bond, the job site agreement was a material change in the subcontract which probably would have discharged the surety of its obligation. *Southwood Builders, Inc. v. Peerless Insurance Co.*, 366 S.E.2d 104 (Va. 1988); **CCM** July 1988, p. 8.

**ARCHITECT'S DECISION COULD NOT BE
CONFIRMED IN COURT****ARBITRATION; CLAIMS ADMINISTRATION**

Martel v. Bulotti
65 P.3d 192 (Idaho 2003)

The Idaho Supreme Court has ruled that an architect's decision under the AIA contract documents is not an arbitration award that can be confirmed in court. But the decision became binding when the contractor failed to properly demand arbitration.

Michel Martel awarded a contract to John Bulotti for construction of an addition to a home. The parties utilized contract documents published by the American Institute of Architects. The General Conditions of those documents call for disputes under the contract to be submitted to the project architect for a decision. That decision becomes final and binding unless a party demands, within 30 days, arbitration in accordance with the rules of the American Arbitration Association.

A dispute developed regarding Bulotti's performance. The architect issued a written decision awarding damages to Martel. Within 30 days of the decision, Bulotti faxed a demand for arbitration to the architect. Bulotti did not send the demand to AAA or Martel.

Martel initiated an action in district court seeking confirmation of the architect's "arbitration award" and entry of judgment against Bulotti. The district court granted the request. Bulotti appealed.

The Supreme Court of Idaho ruled that an architect's decision under the AIA contract documents is not an arbitration award within the meaning of the Idaho version of the Uniform Arbitration Act. A sole arbitrator must be a "neutral." And "a project architect employed by a party to a contract cannot be the sole arbitrator in a case because of the potential for bias and non-neutrality and the possibility it will discourage a fair investigation of the facts." Consequently, there had been no arbitration award which was subject to judicial confirmation.

The Court went on to rule, however, that even though the project architect's decision was not an arbitration award, it was final and binding against Bulotti. The contractor had 30 days to demand arbitration in accordance with the rules of the AAA. Under those rules, the arbitration process is initiated by a demand, delivered by hand or certified mail, to the AAA. Bulotti failed to do this. "Notice to the architect – or even the architect and Martel – would do, and did, nothing to trigger the arbitration process." Under the terms of the AIA contract, the architect's decision became final and binding against the contractor.

Editor's Note: The Court said the question of whether an architect's decision constitutes a confirmable arbitration award under the Uniform Arbitration Act was a case of first impression in Idaho. And "research shows it remains an unsettled question across the nation."

ter into a takeover agreement with the government. Westar continued to perform the work and receive contract payments until it had completed the project.

Westar filed a certified claim related to delaminated slab replacement. Westar then became insolvent. Its assets were liquidated and its California corporate license was revoked. Counsel for the bankrupt estate filed a motion with the Board to substitute Amwest as the "real party in interest" in the delaminated slab claim.

The Board denied the motion. Amwest had not signed a contract with the government and had not entered into a takeover agreement. "It is well settled that an assignee of contract proceeds is not a contractor as defined by the Contract Disputes Act for purposes of our jurisdiction."

CLAIM NOT UNITARY FOR CERTIFICATION PURPOSES

CLAIMS ADMINISTRATION

Appeal of Government Business Services Group, LLC

ASBCA No. 53920 (March 13, 2003)

The Armed Services Board of Contract Appeals has ruled that a contractor's claim was not part of a larger, unitary claim which exceeded the \$100,000 certification threshold.

The Air Force awarded a contract to Government Business Services Group, LLC (GBSG) to perform security investigations pursuant to procedures outlined in a manual. After contract award, the government issued a "Decision Logic Table" (DLT) as an amendment to the manual.

GBSG told the government that implementation of the policies specified in the DLT would greatly increase the cost of performance. After extensive discussions, GBSG submitted a request for an equitable adjustment (REA) in the amount of \$70,334.

The government did not approve the REA. The contractor then submitted a rambling claim for "breach of contract" based upon the government's "refusal to pay." Many of the items were unquantified, but the total of the uncertified claim clearly exceeded \$100,000. One count of the claim was the original REA for \$70,334 arising out of the DLT amendment.

GBSG, apparently realizing the insufficiency of its claim, withdrew all but the DLT count. The government moved to dismiss that claim. The government argued that the DLT count, while only \$70,334, was part of a larger unitary claim that exceeded the \$100,000 certification threshold of the Contract Disputes Act. The government noted that the DLT count had been submitted to the contracting officer as part of a single claim.

The Board said the form of the submission to the contracting officer is not determinative. In order to be considered a unitary claim, the entire demand must arise out of the same set of operative facts. In this case, the DLT matter had initially been submitted as an REA. While it was later incorporated into the broader claim, the amount and factual allegations never changed. It was unrelated to the "failure to pay" claim. It was an independent claim below the \$100,000 threshold and did not require certification. "To the extent the dispute pertains to discrete, independent operative facts, it will be treated as a separate claim."

DECISIONS OF THE COMPTROLLER GENERAL

PROPOSAL NARRATIVE IMPLIED LIMITATIONS

BIDS-RESPONSIVENESS

Matter of Ballast Ham Dredging BV Comp. Gen. No. B-291848 (April 4, 2003)

The Comptroller General has ruled that an offeror's narrative implied limitations in its equipment capabilities, justifying exclusion of the proposal from the competition without discussions.

The Army Corps of Engineers issued a request for proposals for maintenance dredging of a harbor channel. The agency reserved the right to award the contract without conducting discussions. Offerors were instructed to provide "a narrative describing your approach to dredging."

Ballast Ham Dredging BV submitted the low price offer. But the proposal's narrative stated certain assumptions regarding the density and weight of the material to be dredged. This information had not been provided in the RFP. Ballast Ham said its equipment would be able to remove "these types of soil within the time limits stipulated in the Contract."

The agency announced award of the contract to a higher price offeror without conducting discussions. Ballast Ham protested.

The Comptroller General denied the protest. By stating assumptions regarding the characteristics of the material to be dredged, Ballast Ham had appeared to qualify its offer by implying limitations in the production capacity of its equipment. The offeror had stated that its equipment would be able to remove "these types of soil" within the contractual time limits, but had not indicated what would occur if the soils differed from the assumed characteristics.

GAO CONSIDERS AFFIRMATIVE RESPONSIBILITY PROTEST

BIDS-RESPONSIBILITY

Matter of Verestar Government Services Group Comp. Gen. No. B-291854 (April 3, 2003)

The Comptroller General has indicated it will now consider, under the amended General Accounting Office Bid Protest Regulations, an allegation that an agency failed to address relevant information when making an affirmative responsibility determination.

In the past, the Comptroller General would rarely consider a protest of an affirmative responsibility determination. However, a recent amendment to the regulations, effective January 1, 2003, allows a protest that "in reaching a particular responsibility determination, the contracting officer unreasonably failed to consider available relevant information or otherwise violated statute or regulation." 4 C.F.R. sec. 21.5(c).

(Continued from page 1)

scheduling consultant had testified that at times there had been multiple critical paths in the project schedule. The Court of Federal Claims called this a "troubling misconception." Not surprisingly, the contractor's delay claim was denied. *Blinderman Construction Co., Inc. v. United States*, 39 Fed.Cl. 529 (1997); CCM May 1998, p. 2.

When a construction project involves multiple structures or discrete portions of work, it is easy for a contractor to focus on owner-caused delay in one area without evaluating the impact on overall project completion. One contract called for construction of a warehouse, an administrative building, and a parking lot. A change in the foundation design delayed completion of the warehouse by 24 days. The contractor completed the overall project behind schedule. But the critical path of the schedule did not run through the warehouse. It ran through the administrative building and parking lot. The delay claim was denied. *Appeal of Mit-Con, Inc.*, ASBCA No. 44509 (November 13, 1992); CCM February 1993, p. 4.

Similarly, a contract called for upgrading boilers and replacing an incinerator at a hospital. The owner's delay in obtaining state permits for the incinerator affected that portion of the work. But the schedule's critical path ran through the boiler work, so there was no impact on overall project completion. *Appeal of Coates Industrial Piping, Inc.*, VABCA No. 5412 (July 26, 1999); CCM October 1999, p. 4.

One final case raises an interesting issue. A contract required the contractor to prepare and submit CPM progress schedules indicating, among other things, the impact of delay events. When the contractor encountered a differing site condition, it submitted CPM analysis showing delay to work on the schedule's critical path. The contractor filed a claim for delay damages.

The former Corps of Engineers Board of Contract Appeals ruled that evidence of delay to critical path work was not enough, at the time of the incident, to establish delay in overall project completion. The CPM progress schedules were administrative tools only. They did not establish automatic entitlement to delay damages. The contractor had to wait to prove that late completion had in fact been caused by the delay event. *Appeal of Harrison Western Corp. and Franki-Denys, Joint Venture*, ENG BCA No. 5556 (August 31, 1992); CCM December 1992, p. 4.

A dissenting opinion made the compelling argument that the majority ruling would force delay claimants to look "backward through the haze of months and years." The dissent also contended that by forcing contractors to wait until actual late completion, the Board was frustrating the purpose of an "equitable price adjustment."

The *Harrison Western* case has not gained a wide following. But it well illustrates the debate over when a "delay" actually occurs.

CLAIM FOR "NEGLIGENCE" WAS ARBITRABLE

ARBITRATION

Lehman Properties Limited Partnership v. BB&B Construction Co., Inc.
98 S.W.3d 470 (Ark.App. 2003)

An Arkansas court has ruled that a dispute was arbitrable under the Uniform Arbitration Act even though the contractor characterized its claim as "negligence" and "fraud."

Lehman Properties Limited Partnership awarded a contract to BB&B Construction Co., Inc. for construction of a residential subdivision in Rogers. The contract called for binding arbitration of all claims or disputes "arising out of or relating to the Contract Documents or breach thereof."

BB&B later filed suit against Lehman, alleging fraudulent inducement, fraudulent misrepresentation, and negligence. Lehman filed a motion to compel arbitration under the contract. BB&B argued that the claim, based upon the torts of fraud and negligence, was not a contract dispute and therefore not subject to arbitration. Lehman responded that both the Federal Arbitration Act and the Arkansas Uniform Arbitration Act authorized arbitration of this dispute.

The Court of Appeals of Arkansas ruled that the Federal Arbitration Act did not apply because the transaction did not involve interstate commerce. "BB&B purchased these supplies locally, all of the parties are situated in Arkansas, and the work was done in Arkansas. Moreover, the contract itself did not evidence a transaction involving interstate commerce."

The Court then addressed the applicability of the Arkansas Uniform Arbitration Act. Rather than relying on the contractor's initial characterization of its claim, the Court examined the specific factual allegations. BB&B had alleged inaccurate drawings, undisclosed site conditions, owner-caused delay, and late payments. Regardless of BB&B's complaints of "fraud" and "negligence," these were essentially claims under the contract.

"It is true that legitimate tort claims can arise out of contractual relationships in some situations. However, unless the conduct involves a foreseeable, unreasonable risk of harm to the plaintiff's interests, a breach of contract is generally not treated as a tort if it consists merely of a failure to act (nonfeasance). The Court will not declare a matter nonarbitrable under the Arkansas Uniform Arbitration Act merely because the manner in which a party chooses to characterize its action initially appears to render the matter as falling outside the Act. Instead, the claim must legitimately sound in tort."

Editor's Note: It is hard to imagine any construction project, other than the most simple, which does not involve a degree of interstate commerce. But perhaps this was one of those projects. With regard to the characterization of the claim, this rule has to be applied or parties could readily avoid the arbitration provisions in the contracts they sign.

By Richard A. Stockenberg, Esq.

Liquidated damages — a two-edged sword

Delay can cause incalculable damages to an owner on a construction project. Such damages, however, may be very difficult to quantify with reasonable accuracy. Thus, in order to help avoid the uncertainty and expense of long evidentiary battles to establish (or refute) the owner's actual damages, parties to a construction contract may agree in advance to liquidate those damages. A "liquidated damages" clause is a negotiated clause to establish in advance a reasonable estimate of the damages that would be incurred by reason of a breach of contract or unexcused delays.

Owner's risks

While there are perceived advantages to the simplicity and certainty of a prior agreement to liquidate an owner's damages, there are disadvantages to the owner. Sometimes liquidated damages may actually leave the owner in a less favorable position.

Low ceiling

As a general rule, an owner may not recover both liquidated damages plus its actual damages. Thus, if at the end of a job the owner is in a situation where it had substantial actual damages which are capable of reasonable determination that are in excess of the amount of liquidated damages, it may find that it outsmarted itself by insisting upon a liquidated damages clause. However, where it is clear that liquidated damages are intended to cover only damages related to a contractor's delay in completion, the owner is not necessarily precluded from recovering additional damages for the contractor's defective work. Similarly, if a contract or statute permits recovery of attorney's fees, then a liquidated damages clause should not prevent recovery of those costs as well.

Unenforceable clause

In order to be enforceable, a liquidated damages clause must meet a three-pronged test. First, the amount set forth

in the contract must be a reasonable forecast of the damages sustained as a result of the delay. Second, the harm must be of the type that is difficult or impossible to accurately ascertain. Third, the clause cannot be construed as a penalty.

If the amount set forth in the liquidated damages clause is unreasonably large, liquidated damages will probably be held unenforceable on public policy grounds as a penalty.

Concurrent delay

Generally speaking, a liquidated damages clause will not be enforced if there are concurrent delays. In other words, if the owner and the general contractor are each guilty of delaying the project, the general contractor will probably not have to be straddled with liquidated damages.

Lessons learned

In drafting a liquidated damages clause, there are several key issues to bear in mind.

In order to establish that the amount set is a "reasonable forecast" at the time the contract was entered into, work papers and other documents showing how the amount was calculated should be maintained. Arbitrarily assigning a number based solely on the size of the contract is risky.

Anti-bid shopping bill introduced

Rep. Paul Kanjorski (D-Pa.) has introduced legislation in the U.S. Congress that would ban the practice of bid shopping by general contractors on federal projects. The bill, HR 1859, would prevent certain contracting practices by requiring each bidder on federal projects of more than \$1 million to honor the submitted list of subcontractors that accompanied the construction bid. Hearings are expected this spring in the House.

The Associated General Contractors

The clause should be explicit that it is not a penalty. It should recite that the liquidated damages are agreed to because actual damages would be difficult or impossible to ascertain and that the specified amount is a negotiated forecast of anticipated damages, rather than the imposition of a penalty.

If the contract permits the contrac-

Liquidated damages should not be viewed as a panacea that will automatically make the owner whole

tor to recover an incentive bonus for early completion, the liquidated damages should not be characterized as a "disincentive" for fear that the amount will be deemed to be a penalty.

The owner should reserve the right to withhold liquidated damages from any payment due, including retainage.

All things must come to an end. Thus, the clause should specify whether the liquidated damages terminate upon substantial completion or final completion. In the absence of such agreement, the damages will probably end upon substantial completion.

Further, the clause is less suspect if it was truly negotiated between relatively equal commercial enterprises. In contrast, clauses between parties of vastly different bargaining strengths may be subject to attack. **BDC**

of America has increased its attacks on the bill as limiting contractors' financial management, legal, and subcontractor control options. **BDC**

Columnist Richard A. Stockenberg is a member of the St. Louis law firm of Gallop, Johnson & Neuman LC (e-mail: rastockenberg@gjn.com), where he limits his practice to construction law. No statement here should be acted upon until an attorney assures you that it applies to your situation.

03/05/03 WED 13:46 FAX

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Division of Environmental Remediation
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 625 Broadway, Albany, New York 12233-7013
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Post-it [®] Fax Note 7671		Date	3/5/03	# of pages	6
To	Frank Devita	From	J. Trud		
Co./Dept	D&B	Cn	NYSDEC		
Phone #		Phone #	518-402-4814		
Fax #	516-364-9045	Fax #			

Re: Franklin Cleaners
 Site No 1-30-050
 Contract No. D004264
 Hempstead (T), Nassau County

Dear Mr. Kaufman:

On February 3, 2003, you sent a letter to our consultant, Dvirka and Bartilucci (D&B), indicating that you intend to stop work based upon Article 14.6 of Section VIII of the Contract. A copy of this letter was sent to Mr. Jeff Trud of this office. Simply put, we strongly suggest that you re-read Article 14.6 before you stop work. Also, if URS does stop work, the Department will implement Article 14.3 and seek to have your bonding company complete the project.

Article 14.6 clearly states "...any sum finally determined to be due by Department..." Since URS has yet to submit an acceptable Schedule of Values, the Department has been unable to accept a payment request from URS. D&B provided comments on January 15, 2003 regarding URS's latest Schedule of Values, received by D&B on December 23, 2002. Some of the comments in January 15th response are essentially the same as ones contained in D&B's July 27, 2001 comment letter. In order for the Department to approve the Schedule of Values, the bid breakdown must conform to the requirements of Section XII of the contract. Once the Schedule of Values is approved, the Department will be ready to discuss the adjustment necessary to Item 11 for the additional area/volume necessary on the College property. An approvable Initial Site Survey must also be submitted before the Item 11 can be discussed.

As I noted numerous times in our conversation Friday morning (February 7, 2003), the Department cannot approve a Schedule of Values which is not broken down in conformance with the Bid breakdown in Section XII. And until the Schedule of Values is approved we cannot certify a payment request. Please refer to Article VIII, Section 1.6. Based upon our conversation, URS's estimator clearly failed to read the contract when he packaged the URS bid and included work where he/she best felt work fit rather than where the contract described that work as belonging. The Department will not and cannot change Section XII to cover the error of your estimator.

You have indicated that your biggest concern is the payment for the addition work in the Molloy College parking area. The Department has acknowledged that the area requiring work had increased since the pre-bid site walk in 2001. The Department also indicated that it was willing to compensat

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URS for the additional work performed. You have also indicated, both through the repetitive submission of the Schedule of Values and in our conversation, that your estimator failed to properly account for all the work required under Item 11 of the Contract in Item 11 of the Schedule of Values. We are willing to review the change order for work under Item 11 based upon URS's documented costs separate from the breakdown shown under Item 11 in an approved Schedule of Values.

You have also expressed concern regarding engineering costs incurred for resubmission of shop drawings. The Department has that same concern. First, URS was not asked to re-engineer the treatment system which it has attempted to do in several areas. Clearly, between the time a specification is written and the time a contractor attempts to purchase an item, an item may be changed by a supplier or become unavailable. In each case where a specific manufacturer is referenced, the words "or equal" are included. In at least one instance, URS did not seek an "or equal" for a discontinued item, but attempted to substitute an unacceptable item from the referenced manufacturer. URS also asked for a change order for the unacceptable substitution. There have also been cases where URS has submitted substitute items without giving any indication that the specified item is no longer available or has been changed by the supplier. Even worse, as with the Schedule of Values, URS has resubmitted shop drawings without fully addressing all comments. The Contract (Section VIII, Article 5.27.4) provides for the review of two rounds of submittals at the State's expense. The Department has requested that D&B maintain a record of costs incurred for reviews of submittals beyond two submissions, and for time spent reviewing unrequested engineering changes.

The Department is nearly as anxious as URS to begin the payment process. I encourage URS to carefully review the details of Sections VII and XII of the Contract and present an approvable schedule of values.

I also suggest that you review Section III of the Contract regarding the submission of documents related to contract administration. As I noted in my February 10th response to your "stop work" letter, the Department will use the remedies provided in the contract, including termination and pulling of the performance bond, if URS continues on its present course.

If you have any questions, please contact me at 518-402-9814

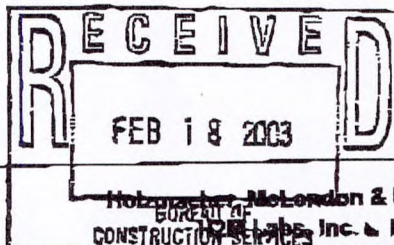
Sincerely,

Joseph Yavonditte.

cc: E. Brown, URS
T. Maher, D&B
F. Devita, D&B

bcc: W. Parrish, Reg 1
R. Knizek
J. Trad
M. Murray

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H2M GROUPACEC MEMBER
SUPPORTING EXCELLENCE
IN ENGINEERING

February 17, 2003

Mr. Jeff Trad
New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services
625 Broadway 12th Floor
Albany, NY 12233-7013

Holzmaacher, McLendon & Murrell, P.C. & H2M Associates, Inc.
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web: www.h2m.com

Re: Franklin Cleaners Hazardous Waste Site
Remediation Construction Project

Dear Mr. Trad:

We are writing this letter as a follow up to our conversation on February 10, 2003, in which we discussed the stratigraphy that was discovered upon drilling of the monitoring wells located at the south edge of the Molloy College, north of the Village's Plant No. 4. Our understanding is that exploratory borings conducted near the remediation location along the Southern State Parkway, identified several feet of gray clay at approximately 95 feet below grade. This clay was understood to be the aquaclude between the contaminated aquifer and the Magothy aquifer, in which the Village's public supply wells are currently screened. Upon construction of the monitoring well, a small organic laden clay layer, (approximately 18" in thickness) was observed at approximately 110 feet below grade. Our understanding is both the contractor's geologist and the consultant's geologist, are unclear as to whether this clay layer is the aquaclude of interest. We further understand that the well contractor drilled to a depth of approximately 160 feet and found no better correlating strata.

As we discussed, we feel this information indicates either a "pinching off" of the clay layer found along the Southern State Parkway in the area of the monitoring wells or a general discontinuity of the aquaclude. In either case, the Village supply wells are in jeopardy of being contaminated should the plume reach the location of the Village's wells since no vertical protection can be identified. This only further emphasizes the importance of completing and putting online the remediation treatment facility. Any further delay, allowing the plume to migrate closer to the Village wells, could render the treatment system useless.

Furthermore, any hope that the contaminant plume would "skip-over" the public wells screened are looking unlikely at this time, due to the lack of an identifiable confining clay layer.

We request that a sampling of the monitoring wells be performed immediately, to identify if the contaminant has traveled to this location. We restate our concern as to the lack of construction progress to date, allowing the plume to migrate closer toward the Village's supply wells. We understand construction of the treatment facility has begun and look forward to no further interruptions in the progress.

Should you have any questions regarding the above, please feel free to contact this office.

HOLZMAACHER, MCLENDON & MURRELL, P.C.

[Signature]
James L. Neri
Project Manager

cc: Steve Kristas, P.E. Village Engineer
Superintendent Anthony Iannone Water Department
Martha Krisel Esq. Village Attorney

ENGINEERS & ARCHITECTS & SCIENTISTS
PLANNERS & CONSTRUCTION MANAGERS & SURVEYORS

03/05/03 WED 13:48 FAX

VILLAGE OF ROCKVILLE CENTRE

ONE COLLEGE PLACE
ROCKVILLE CENTRE, N.Y. 11570

EUGENE J. MURRAY, Mayor
MARY W. BOSSART, Trustee
WAYNE H. LIPTON, Trustee
JOHN A. MATTHEWS, JR., Trustee
GREGORY F. RINN, Trustee



STEVE KRITSAS, P.E.
DEPUTY VILLAGE ADMINISTRATOR

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FAX/MAIL

November 21, 2002

Mr. Jeff Trad
New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services
625 Broadway 12th Floor
Albany, New York 12233-7013

RE: Franklin Cleaners Hazardous Waste Site
Remediation Construction Project

Dear Mr. Trad:

We have been informed by our consultant H2M Group that the construction of the above referenced project has not been progressing as indicated in the last construction schedule provided. We are deeply concerned about the lack of progress and the continued potential for the contamination plume to impact the Village's supply wells. As such, we request a written explanation as to the delay and to be provided with an updated construction schedule.

In addition, the Village requests notification of any future delays/changes to the project schedule as soon as possible.

Should you have any questions regarding the above, please feel free to contact this office.

Very truly yours,

Steve Kritsas, P.E.
Deputy Administrator/Village Engineer

SK:dmb

cc: R. J. Wasson, Village Administrator
A. Colapinto, Superintendent of Water Utility
D. M. Kelleher, P.E., H2M Group

03/05/03 WED 13:48 FAX

021

005

J. Trad



Erin M. Crotty
Commissioner

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway, Albany, New York 12233-7013
Phone: (518) 402-9814 • FAX: (518) 402-9819
Website: www.dec.state.ny.us

JAN 10 2003

Steve Kritsas, P.E.
Deputy Administrator/Village Engineer
Village of Rockville Center
One College Place
Rockville Centre, New York 11570

Dear Mr. Kritsas:

RE: Site No. 1-30-050
Franklin Cleaners (Molloy College Location)
Hempstead (T), Nassau Co.
Contract Nos. D004264 and D004275

The Department shares your concerns regarding the delays at the Franklin Cleaners site. The Bureau of Construction Services has been working with our oversight consultant, Dvirka & Bartilucci, to bring the contract submittals from the contractor, URS Corporation, into compliance with the contract specifications.

Numerous deficiencies in the contractors submittals have delayed the construction. Most importantly, the lack of a signed and stamped initial site survey (please refer to correspondence dated November 20, 2002 from Joseph Yavonditte to Kenneth Sullivan), an acceptable Schedule of Values (correspondence dated December 18, 2002 from Frank DeVita to Kenneth Sullivan) and an up-to-date Progress Schedule (correspondence dated October 25, 2002 from Frank DeVita to Kenneth Sullivan). The contract with URS states that the contractor may not mobilize without an approved initial Site Survey, Schedule of Values and Interim Progress Schedule.

Project meetings were held in September, October, and November of 2002 to improve the quality and hasten the delivery of approvable submittals. Based upon the status of submittals as of December 16, 2002 (correspondence dated December 16, 2002 from Frank DeVita to Kenneth Sullivan) URS was still not allowed to re-mobilize to the site.

03/05/03 WED 13:48 FAX

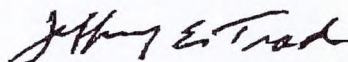
Steve Kritsas, P.E.

Page 2

However, enough of the key submittals are now approved or approvable that we are allowing URS to re-mobilize to the site. URS has scheduled January 13, 2002 to re-mobilize to the site and commence work.

I will immediately forward upon receipt, URS's next project schedule to you and Mr. Neri. If you have any further concerns or questions regarding this site, please contact me or Joseph Yavonditte at (518) 402-9814.

Sincerely,



Jeffrey E. Trad, P.E.
Project Manager
Eastern Field Services Section
Bureau of Construction Services
Division of Environmental Remediation

Enclosures

cc: J. Neri - H₂M

JET/mj

bcc: R. Knizek
J. Yavonditte

bcc: J. Trad ✓
Dayfile

E:\Franklin\Kritsas 1-10-03.wpd



February 10, 2003

Sent Via Fax

Mr. Joseph Yavonditte, P.E.
New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services - 12th Floor
625 Broadway
Albany, NY 12233

Subject: Franklin Cleaners (Site No. 1-30-050)
NYSDEC Contract No. D004264;
Stop Work Notification

Dear Mr. Yavonditte:

In reply to your correspondence received today and in light of the confusion regarding the proper notification for a stoppage of work, our legal counsel is currently reviewing this situation.

I can be reached at 973.812.6853 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Kaufman", is written over a horizontal line.

Kenneth Kaufman, P.E.
Office Manager

cc: Jeff Trad - NYSDEC
Tom Maher - D&B
Frank DeVita - D&B
Peggy Pendergast, Esq., Legal Counsel
James Murphy - AIG
Ken Sullivan - URS
Terrill Stammier - URS
Dave Hutton - URS

URS**Facsimile**Date: February 10, 2003Page 1 of: 2

✓ Joseph Yavonditte NYSDEC
Jeff Trad NYSDEC
Thomas Maher Dvirka & Bartilucci
Frank DeVita Dvirka & Bartilucci
James Murphy AIG

To:

From: Ken Kaufman 973.812.6853

Peggy Pendergast, Esq. URS

Dave Hutton URS

Ken Sullivan URS

cc: Terrill Stammier URS

Firm:

Facsimile:

Subject: Franklin Cleaners (Site No. 1-30-050)
NYSDEC Contract No. D004264: Stop Work Notification

Message:

See attached.

URS Corporation
Remediation Operating Services
201 Willowbrook Blvd.
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.1956
www.urscorp.com

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February 13, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Drilling Downtime (Change Order #10)

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting a change order for downtime associated with the location of the clay layer at ASMW-5. Downtime was incurred by both URS and Delta on February 6, 2003 between the hours of 0900 and 1300 (4 hours total). The impact was incurred while determinations were made by the Engineer and Department on how to proceed with the drilling. Section 15451, Groundwater Monitoring Wells, of the specifications does not address that there are two aquifers or the location / sealing of the casing in the clay layer between the two aquifers. The cost of the impact is \$1,386.44. Cost information has been provided below.

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Driller - Subcontractor	4	Hour	\$150.00	\$600.00	\$30.00	\$630.00
Site Supervisor	4	Hour	\$72.68	\$290.72	included	\$290.72
H&S Officer	4	Hour	\$46.69	\$186.76	included	\$186.76
Geologist	4	Hour	\$69.74	\$278.96	included	\$278.96
Total:						\$1,386.44

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

Terrill Stammler
Construction Manager

tos/tos

cc: Ken Sullivan - URS
Ken Kaufman - URS
Jeff Trad - NYSDEC

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

Post-it® Fax Note 7671

To	Frank DeVita	Date	5/27/03	# of pages	2
Co./Dept.	DTB	From	Jeff Trad		
Phone #		Co.	DEC		
Fax #	516-364-9045	Phone #	518-402-9814		
		Fax #			

URS

Facsimile

Date: February 13, 2003 Page 1 of: 2

To: Jeff Trad From: Terrill Stammier

Firm: NYSDEC cc:

Facsimile: 518.402.9020

Subject: **Franklin Cleaners – Drilling Downtime**

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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01/21/0.

4 FAX 215 657 5454

URS Corporation

001

URS**Facsimile**Date: January 21, 2003Page 1 of: 5To: Frank DeVitaFrom: Terrill StammlerFirm: Dvirka and Bartiluccicc: Ken KaufmanFacsimile: 516.364.9045Ken SullivanSubject: Franklin Cleaners - Request for Information / Change Order #9

Message: Frank -

Attached is a request for information and change order #9

Post-it® Fax Note 7671		Date <u>3/21/03</u>	# of pages <u>4</u>
To <u>J. Trod</u>	From <u>F. DeVita</u>		
Co./Dept. <u>NYSDEC</u>	Co. <u>DAB</u>		
Phone # <u>518 402 9819</u>	Phone # <u>516 364-9890</u>		
Fax # <u>518 402 9819</u>	Fax # <u>516 364-9045</u>		

URS Corporation
 2325 Maryland Road, 2nd Floor
 Willow Grove, PA 19090
 Tel: 215.657.5000
 Fax: 215.657.5454
 www.urscorp.com

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URS

URS Corporation

002

January 21, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Request for Information / Change Order #9

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting Dvirka and Bartilucci provide a manufacturer and supplier for the pumps that meet the technical specifications called out in section 15400, item 2.1.B. URS is notifying Dvirka and Bartilucci that the extraction well pumps specified are not in compliance with the intended use as defined in the specifications.

Dvirka and Bartilucci have required that a pressure loss calculation be provided from the extraction well pumps through the tray stripper since an "or equal" stripper is being provided. The pressure loss calculation was required in submittal comments and requested at the most recent progress meeting. URS, the general contractor on the Franklin Cleaners project, obtained the services of Orbital Engineering to perform the calculations as required by Dvirka and Bartilucci. It has been determined by Orbital Engineering that there is no liquid pressure loss due to the tray stripper since it is gravity flow. However, through the exercise it has been determined that the well pumps specified and submitted to Dvirka and Bartilucci, are not adequate to meet the specifications.

The calculations have indicated the following:

The calculated total dynamic head (TDH) indicates that it is higher than the specified pump's TDH.

- A. The specifications call for 35 gallons per minute (gpm) at 80 Hertz with a TDH of 80 feet. The calculations have been conducted with roughness constants of 100, 120, and 150. The numbers provided below are for a roughness constant of 120, normal operation. Based on these calculations the following information has been obtained.
- The calculated TDH for extraction pump PW-01 (EW-01) is 93 feet at 35 gpm.
 - If a safety factor of 10 percent is applied, the TDH is 103 feet.
 - The calculated TDH for extraction pump PW-02 (EW-02) is 81 feet at 35 gpm.
 - If a safety factor of 10 percent is applied, the TDH is 90 feet.
- B. If the assumption is made that the system will be operating at 15 gpm at 65 Hertz, the TDH will be 70 feet. The calculations have been conducted with roughness constants of 100, 120, and 150. The numbers provided below are for a roughness constant of 120,



normal operation. Based on these calculations the following information has been obtained.

- The calculated TDH for extraction pump PW-01 (EW-01) is 85 feet at 15 gpm. If a safety factor of 10 percent is applied, the TDH is 93 feet.
- The calculated TDH for extraction pump PW-02 (EW-02) is 81 feet at 15 gpm. If a safety factor of 10 percent is applied, the TDH is 83 feet.

2. URS has not deviated from any piping size or route from the well pump to the top of the air stripper.

As noted in the contract documents, URS is not to be held liable for omissions or defects in the contract drawings / specifications. The design of the system is outside of URS's contractual area of responsibility. URS submitted the specified Grundfos pumps on September 9, 2002 and have responded to comments from Dvirka and Bartilucci on November 5, 2002, November 18, 2002 and on the date of this letter. With the pressure loss calculation requirement Dvirka and Bartilucci have requested URS to "proof" the design of the treatment system and by the request have increased URS's scope. URS is requesting with this change order damages in the amount of \$9,471.06. The change order, as detailed below, is for in-house engineering and subcontracted engineering services fees incurred to date. The contractual allowable five percent has been added for Orbital Engineering's services. Orbital Engineering's invoice has been attached.

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Orbital Engineering	1	LS	\$5,199.26	\$5,199.26	\$259.96	\$5,459.22
URS Engineer	32	hour	\$125.37	\$4,011.84	included	\$4,011.84
Total:						\$9,471.06

Note: URS will provide an estimate to Dvirka and Bartilucci for the costs associated with the recommended, alternate extraction well pumps. This may result in a credit or request for additional funding based on the information provided by the manufacturer.

The schedule impact for re-submittal of Dvirka and Bartilucci's alternate extraction well pumps is 45 calendar days. This may increase depending on clarification / information requests received after the submittal of the recommended alternate pumps.



Although, an "approved as noted" stamp has been received on the specified extraction well pumps, URS has not placed the order in an effort to minimize this potential impact to the State. Please provide direction as to how to proceed with this issue by January 24, 2003.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

A handwritten signature in black ink, appearing to read "Terrill Stammler", is written over the printed name.

Terrill Stammler
Construction Manager

tos/tos
attachment

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS
Anne Fung - URS

14102870853: # 1/ 3

URS Corporation
NEW JERSEY -
WAYNE, NJ01/21/03 15:25 FAX 215 657 5454
SENT BY: URS ROS

1-20- 3 11:54AM

REMIT TO:

INVOICE

ORBITAL ENGINEERING, INC.

Executive Offices
1344 Fifth Avenue
Pittsburgh, PA 15219-6217
Phone (412) 261-9100

INVOICE #

63453-000271

DATE:

1/14/03

TERMS:

NET 30 DAYS

SOLD TO:

SHIP TO:

URS CORPORATION
201 WILLOWBROOK BOULEVARD
WAYNE NJ 07470

SAME

ATTN:

To invoice you for Project # 081154
Purchase Order # E-MAIL NTPThrough 1/10/03
A. FUNGFRANKLIN CLEANERS
GROUND WATER TREATMENT PLANT

SUMMARY OF BILLING DETAIL

CLASSIFICATION	TOTAL HOURS	AMOUNT
SENIOR PROCESS ENGINEER (PE)	54.00	5,108.40
PROJECT CLERK	2.00	90.86

Previously Billed:

.00

Billed Year to Date:

5,199.26

Auth. P.D. Value:

5,090.00

Open Commitment:

199.26-

Amount this Bill:

4122612306 P.02/04

ORBITAL ENGINEERING, INC.

JAN-14-2003 16:16



January 21, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Request for Information / Change Order #9

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting Dvirka and Bartilucci provide a manufacturer and supplier for the pumps that meet the technical specifications called out in section 15400, item 2.1.B. URS is notifying Dvirka and Bartilucci that the extraction well pumps specified are not in compliance with the intended use as defined in the specifications.

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Calculations have indicated the following:

1. The calculated total dynamic head (TDH) indicates that it is higher than the specified pump's TDH.
 - A. The specifications call for 35 gallons per minute (gpm) at 80 Hertz with a TDH of 80 feet. The calculations have been conducted with roughness constants of 100, 120, and 150. The numbers provided below are for a roughness constant of 120, normal operation. Based on these calculations the following information has been obtained.
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URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



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Total:						\$9,471.06

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Although, an "approved as noted" stamp has been received on the specified extraction well pumps, URS has not placed the order in an effort to minimize this potential impact to the State. Please provide direction as to how to proceed with this issue by January 24, 2003.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammner
Construction Manager

tos/tos
attachment

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS
Anne Fung - URS

005
14102870859: 1/3

URS Corporation
1-20-3 :11:54AM : WAYNE, NEW JERSEY-

01/21/03 15:28 FAX 215 657 5454

SENT BY: URS ROS

REMIT TO:



INVOICE
ORBITAL ENGINEERING, INC.

Executive Offices
1344 Fifth Avenue
Pittsburgh, PA 15219-6217
Phone (412) 261-9100

INVOICE #

63453-000271

DATE:

1/14/03

TERMS:

NET 30 DAYS

SOLD TO:

URS CORPORATION
201 WILLOWBROOK BOULEVARD
WAYNE NJ 07470

SHIP TO:

SAME

ATTN:

To invoice you for Project #

081156

Purchase Order #

E-MAIL NTP

Through

1/10/03

A. FUNG

FRANKLIN CLEANERS
GROUND WATER TREATMENT PLANT

SUMMARY OF BILLING DETAIL

CLASSIFICATION	TOTAL HOURS	AMOUNT
SENIOR PROCESS ENGINEER (PE)	54.00	5,108.40
PROJECT CLERK	2.00	90.86

Previously Billed:

.00

Billed Year to Date:

5,199.26

Auth. P.O. Value:

5,000.00

Open Commitment:

199.26-

Amount this Bill:

5,199.26

JAN-14-2003 16:16

ORBITAL ENGINEERING, INC.

412612300 P.02/04

URS

Facsimile

Date: January 21, 2003

Page 1 of: 5

To: Jeff Trad

From: Terrill Stammer

Firm: NYSDEC

cc: Ken Kaufman

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Request for Information / Change Order #9

Message: Jeff -

Attached is a request for information and change order #9

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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October 10, 2002

Frank DeVita
Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, NY 11797-2015

Re: Franklin Cleaners Site (Site No. 1-30-050)
NYSDEC Contract No. D004264

Sub: Increase in Quantity Molloy Yard Waste Disposal Area

Dear Mr. DeVita

URS Corporation has completed the clearing and removal of the yard waste at the Molloy Yard Waste Disposal area. In addition to the original specification of 5,000 square feet URS was directed to remove additional yard waste.

Attached you will find our calculation of the additional waste. These calculations are the basis of our request for a change order for the removal of an additional 1,196.3 cubic yards of waste.

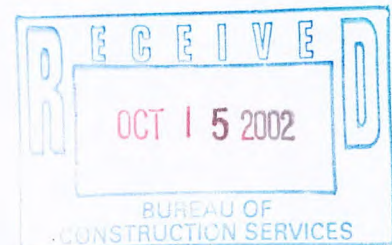
The quantity calculated from the contract drawings is 286.3 cubic yards. Our bid for this item was \$42,690.00 which is a unit rate of \$149.10. This unit rate times the additional yardage is \$178,379.09

If you have any questions please call me.

Sincerely,

Kenneth Sullivan
Project Manager

Cc: J. Trad NYSDEC
K. Kaufman URS
T. Maher D&B



URS Corporation
201 Willowbrook Boulevard
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.0023

K:\Projects\807260\franklin\correspondence\to From Engineer\

SYNOPSIS OF VOLUME COMPUTATIONS
WASTE PILES REMOVED
FRANKLIN CLEANERS PROJECT
HEMPSTEAD NY
CONTRACT NO. D004264

Estimated Volume to be Removed (Attachment A)

The original scope of work called for clearing the contractor's staging area of waste piles, leveling the area, and placing a 6 in. stone layer. The contractor's staging area was defined in the specs as a 5,000 ft² area in a portion of the site called the Yard Waste Disposal Area. D&B contract drawing G9 gives topographic contours of the area and the waste piles. The amount of waste to be removed was estimated as follows:

A 100 ft by 50 ft area was laid out in the north portion of disposal area (see Sketch A-1). To define the surface before waste pile removal, el 53 was used as the peak contour, and el 48 as the datum contour. A planimeter was used to measure the area bounded by each contour line within the 100 ft by 50 ft area. The average-end-area method was used to calculate the volume between each set of contours, and the volumes summed to obtain the total volume between el 53 and el 48, within the 100 ft by 50 ft area. This volume is 253.1 yd³ (see item 1, Top Surface, on Attachment A).

To define the surface after waste pile removal, it was assumed that the final grade would meet the existing adjacent grades. Based on the D&B drawing, the contractor's staging area would be graded evenly from el 48 along the west and north fences to el 49 in the southwest corner (see Sketch A-1). To define the surface after waste pile removal, el 49 was used as the peak contour, and el 48 as the datum contour. A planimeter was used to measure the area bounded by each contour line within the 100 ft by 50 ft area. The average-end-area method was used to calculate the volume between each set of contours, and the volumes summed to obtain the total volume between el 49 and el 48, within the 100 ft by 50 ft area. This volume is 59.4 yd³ (see item 2, Bottom Surface, on Attachment A).

An additional 6 in. of material had to be removed within the 100 ft by 50 ft area for placement of the 6 in. stone layer. This volume is 92.6 yd³ (see item 3, Excavation, on Attachment A).

The total volume of material to be removed is the volume of the top surface minus the volume of the bottom surface plus the volume for the 6 in. stone layer. This volume is 286.3 yd³.

Actual Volume Removed (Attachment B)

The actual scope of work was removal of waste from the entire Yard Waste Disposal Area. The actual amount of waste removed is based on topographic surveys performed by Massand Engineering, L.S., P.C., Bayside NY, before and after removal of the waste

$$\begin{array}{r} 253.1 \\ - 59.3 \\ \hline + 96.2 \\ \hline 289.9 \end{array}$$

110 Sand & Gravel
Disposal yard
west
#24-26/yr 3

30 cu yd/truck

26 truckloads

@ \$150/trip

~~\$150~~
= \$3900

piles. The drawings are titled "Existing Site Conditions - Piles" and "Existing Site Conditions - Base Survey, Aug 02", respectively. The drawings give spot elevations throughout the Yard Waste Disposal Area.

A grid was superimposed on the drawings, and the grid coordinates at the spot elevations were entered into XYZ tables (see Table B-1). The XYZ tables were input into a contouring program which also has the capability of calculating surface areas and volumes. The software used was Surfer6 by Golden Software, Inc., Golden CO. The software converts the scattered XYZ data into a regular, uniform grid which is consistent for upper surface and the lower surface, and calculates the volume between the two surfaces by three different mathematical techniques.

The output of the software is presented as topographic contour maps of the upper and lower surfaces showing the locations of the original spot elevations (see Sketch B-1), a "cut and fill" contour map showing the height differences between the upper and lower surfaces (see Sketch B-2), and the grid statistics and volume computation results (see lead page of Attachment B).

The actual volume of waste removed is the average of the volumes calculated by the three techniques, which is 40,030 ft³, which equals 1,482.6 yd³

Material to be Removed from 100' x 50' Area

ref: D & B Contract Dwg G9

1) Top Surface - existing piles

<u>Contour</u>	<u>Area (ft²)</u>	<u>Volume (ft³)</u> above el 48
53	0	
52	111.3	55.65
51	440.1 + 5.2	278.3
50	852.4 + 115.5	706.6
49	2734.1	1851.0
48	5148.6	3941.35
		<u>6832.9</u> = 253.1 yd ³

2) Bottom Surface - to meet adjacent grades

<u>Contour</u>	<u>Area (ft²)</u>	<u>Volume (ft³)</u> above el 48
49	0	
48.5	631.8	157.95
48	5148.6	1445.1
		<u>1603.05</u> = 59.4 yd ³
		difference 193.7 yd ³

3) Excavation - for 6" stone layer

$$100 \times 50 \times \frac{6}{12} = 2500 \text{ ft}^3 = 92.6 \text{ yd}^3$$

Estimate of Material to be Removed 286.3 yd³

X 47.4

Contractor's Staging Area
100' x 50'



Sketch A-1

Extract from
D&B Contract Dwg
No. G9
scale 1" = 20'

OUTPUT OF SURFER6 VOLUME COMPUTATIONS
WASTE PILES REMOVED
FRANKLIN CLEANERS PROJECT
HEMPSTEAD NY
CONTRACT NO. D004264

Note: All units in feet.

UPPER SURFACE - based on topographic survey of area with waste piles by Massand Engineering on drawing titled "Existing Site Conditions - Piles".

Grid File: PILE5.GRD
Grid size as read: 28 cols by 50 rows
Delta X: 5.2963
Delta Y: 5.26531
X-Range: 17 to 160
Y-Range: 1 to 259
Z-Range: 45.2042 to 54.02

LOWER SURFACE - based on topographic survey of area after removal of waste piles by Massand Engineering on drawing titled "Existing Site Conditions - Base Survey, Aug 02".

Grid File: BASE5.GRD
Grid size as read: 28 cols by 50 rows
Delta X: 5.2963
Delta Y: 5.26531
X-Range: 17 to 160
Y-Range: 1 to 259
Z-Range: 45.5 to 48.3517

VOLUMES

Approximated Volume by
Trapezoidal Rule: 39986.6
Simpson's Rule: 40060.9
Simpson's 3/8 Rule: 40042.4

XYZ TABLES
 INPUT TO SURFER6 PROGRAM
 VOLUME COMPUTATIONS
 WASTE PILES REMOVED
 FRANKLIN CLEANERS PROJECT
 HEMPSTEAD NY
 CONTRACT NO. D004264

Before Pile Removal

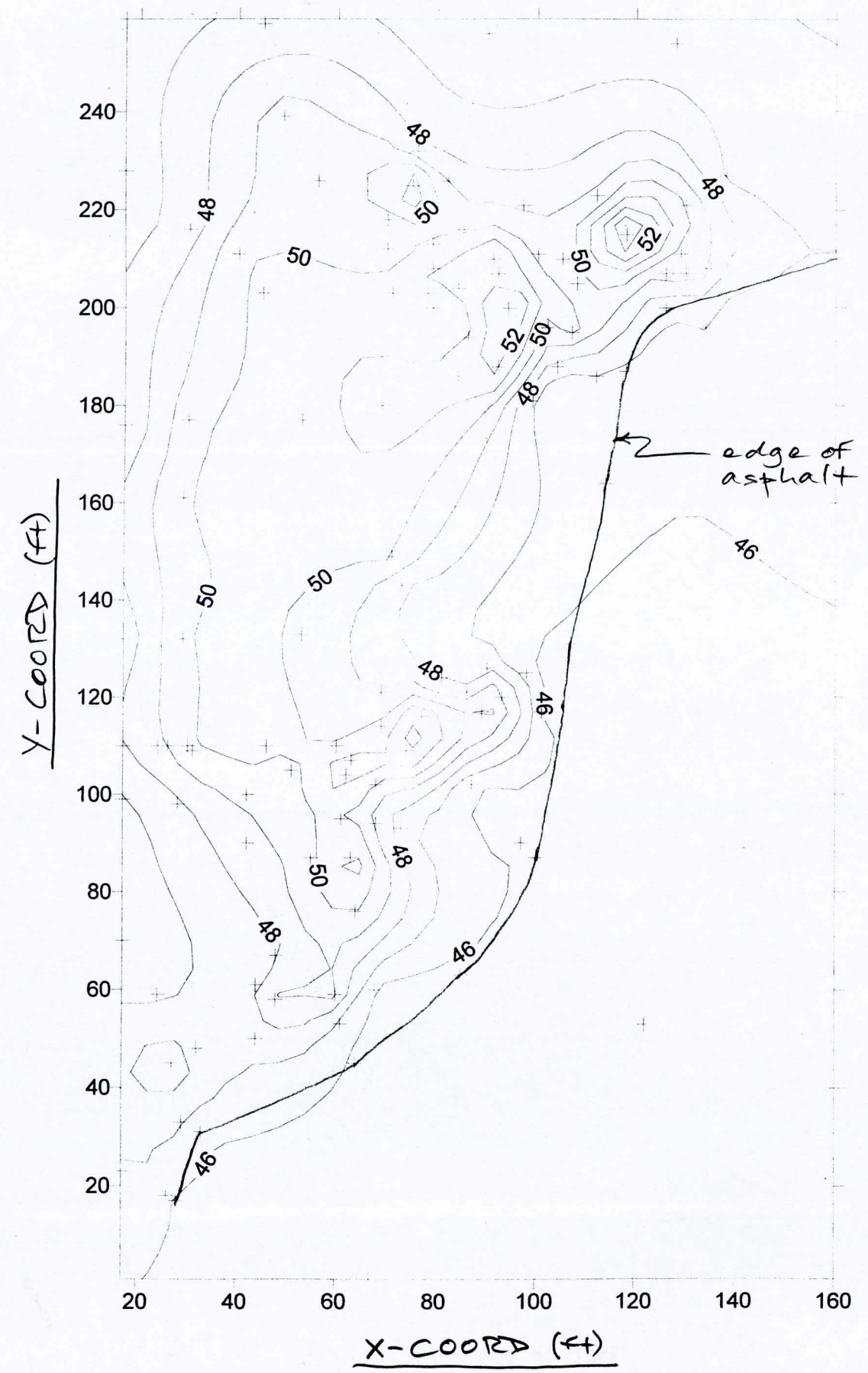
xpile	ypile	elpile	mark
17	23	46.85	clf
17	70	46.49	clf
17	99	46.83	clf
17	110	48	clf
17	132	47.22	clf
17	176	46.98	clf
17	228	46.37	clf
17	259	46.3	clf/cor
45	258	47.28	clf
90	256	46.11	clf
128	254	46.53	clf
28	17	45.79	eoanNDpile
33	31	46.13	eoan
64	45	45.88	eoasph
85	63	45.75	eoasph
100	87	45.95	eoasph
107	131	45.88	eoasph
114	164	46.37	eoan
118	187	46.74	eoan
126	200	46.9	asph
138	203	46.95	asph
160	210	47.05	asph/NDpile
26	18	46.93	NDpile
67	1	45.5	NDbase
122	53	45.7	NDbase
160	40	45.7	NDbase
142	89	45.6	NDbase
134	196	47.05	NDbase
138	227	46.75	NDbase
29	33	47.2	
27	45	48.83	
32	48	47.6	
24	59	46.74	
44	50	47.3	
48	58	49.21	
61	53	46.59	
60	59	49.4	
68	60	45.56	
44	61	47.72	
48	67	47.6	
64	76	50.18	
28	98	47.71	
42	90	48.67	
42	100	49.2	
55	87	49.41	
63	87	52.09	
61	95	50.1	
68	94	48.64	
73	93	47	
97	90	45.95	
24	110	48.77	
26	110	48.85	
30	110	49.9	
31	109	50.02	
46	110	50.62	

After Pile Removal

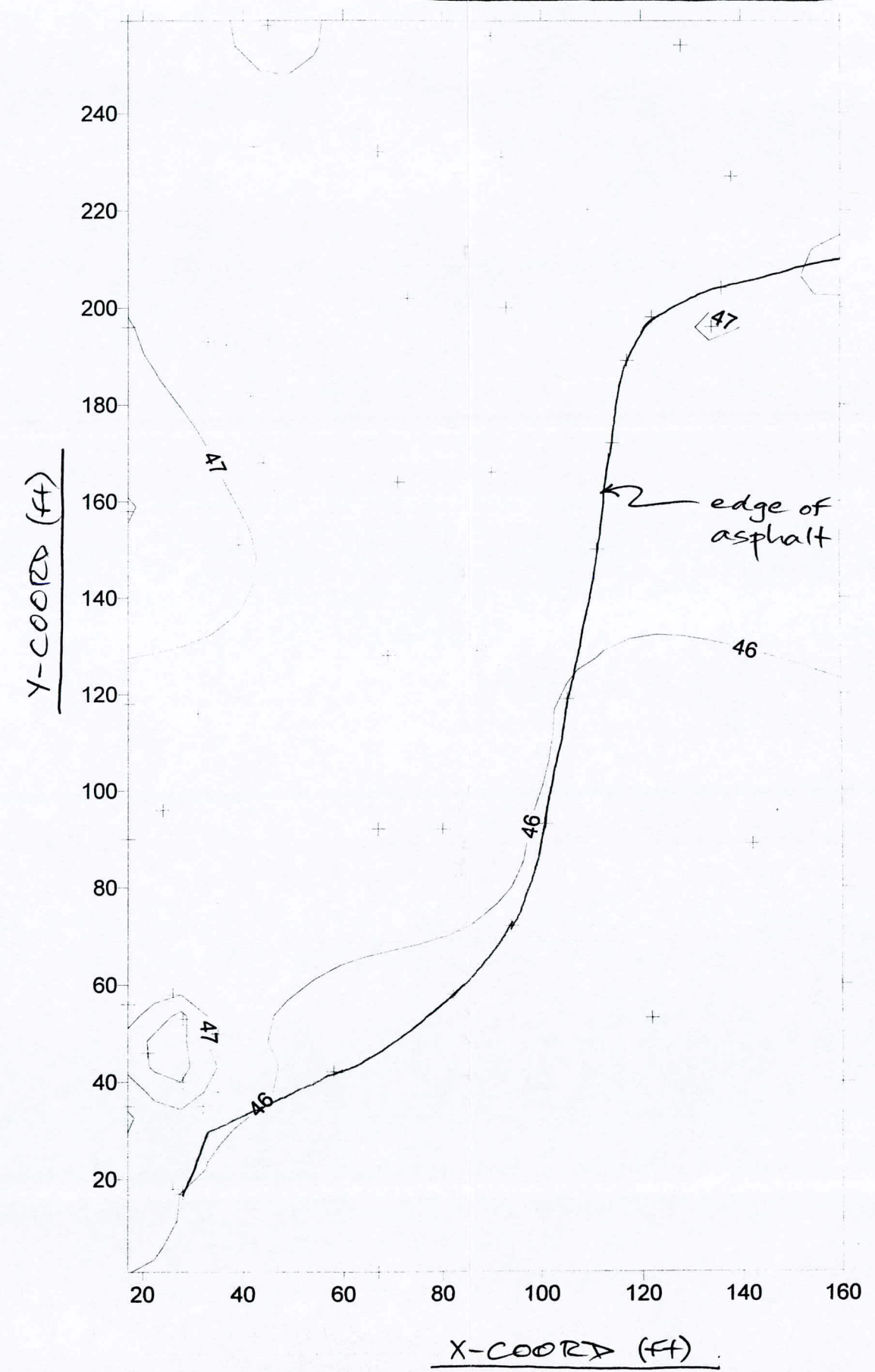
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17	56	46.19	clf
17	90	46.64	clf
17	118	46.68	clf
17	158	48.12	clf
17	196	47.04	clf
17	259	46.3	clf/cor
45	258	47.28	clf
90	256	46.11	clf
128	254	46.53	clf
58	42	45.89	eoan
82	58	45.81	eoan
94	72	45.88	eoan
101	93	45.88	eoan
105	119	45.91	eoan
111	150	46.16	eoan
114	172	46.42	eoan
117	189	46.81	eoan
122	198	46.89	eoan
136	204	46.92	eoan
67	1	45.5	NDbase
122	53	45.7	NDbase
160	40	45.7	NDbase
142	89	45.6	NDbase
134	196	47.05	NDbase
138	227	46.75	NDbase
28	17	45.79	eoanNDpile
160	210	47.05	asph/NDpile
26	18	46.93	NDpile
32	35	46.25	
28	40	48.48	
35	38	46.68	
21	46	48.39	
28	53	48.55	
26	58	46.71	
35	50	46.13	
24	96	46.68	
67	92	46.21	
80	92	46.68	
31	116	46.68	
69	128	46.68	
87	129	46.68	
39	151	47.12	
44	168	46.53	
71	164	46.24	
90	166	46.21	
33	193	46.49	
73	202	46.58	
93	200	46.59	
42	233	46.68	
67	232	46.75	
92	231	46.9	

51	105	49.49	
60	110	49.97	
62	104	52.24	
63	107	51.78	
68	102	49.45	
69	114	49.64	
74	109	52.86	
77	116	52.51	
87	102	45.81	
89	117	50.34	
93	120	50.55	
101	117	45.98	
29	132	49.98	
53	133	49.77	
69	121	49.02	
81	124	47.47	
86	121	48.24	
90	126	47.68	
98	125	45.98	
71	149	50.18	
73	143	47.96	
29	161	49.98	
30	177	49.68	
53	177	50.35	
69	180	51.65	
84	186	51.57	
86	194	50.64	
92	188	53.17	
99	181	46.55	
104	188	46.92	
102	196	49.53	
107	195	50.48	
112	186	46.97	
30	216	47.42	
40	211	49.88	
45	203	50.28	
70	212	49.08	
70	218	49.41	
71	203	50.76	
78	203	50.2	
79	200	49.63	
79	208	51.94	
79	213	49.64	
84	204	50.83	
85	216	49.63	
91	210	52.69	
92	207	51.27	
94	200	53.92	
100	211	49.43	
105	210	49.17	
108	205	49.65	
118	215	55.26	
126	207	48.26	
129	211	49.71	
130	207	50.68	
135	208	48.76	
49	239	49.58	
56	226	49.34	
75	225	52.72	
76	232	48.16	
82	226	48.61	
97	221	48.79	
112	223	48.97	
130	221	50.08	

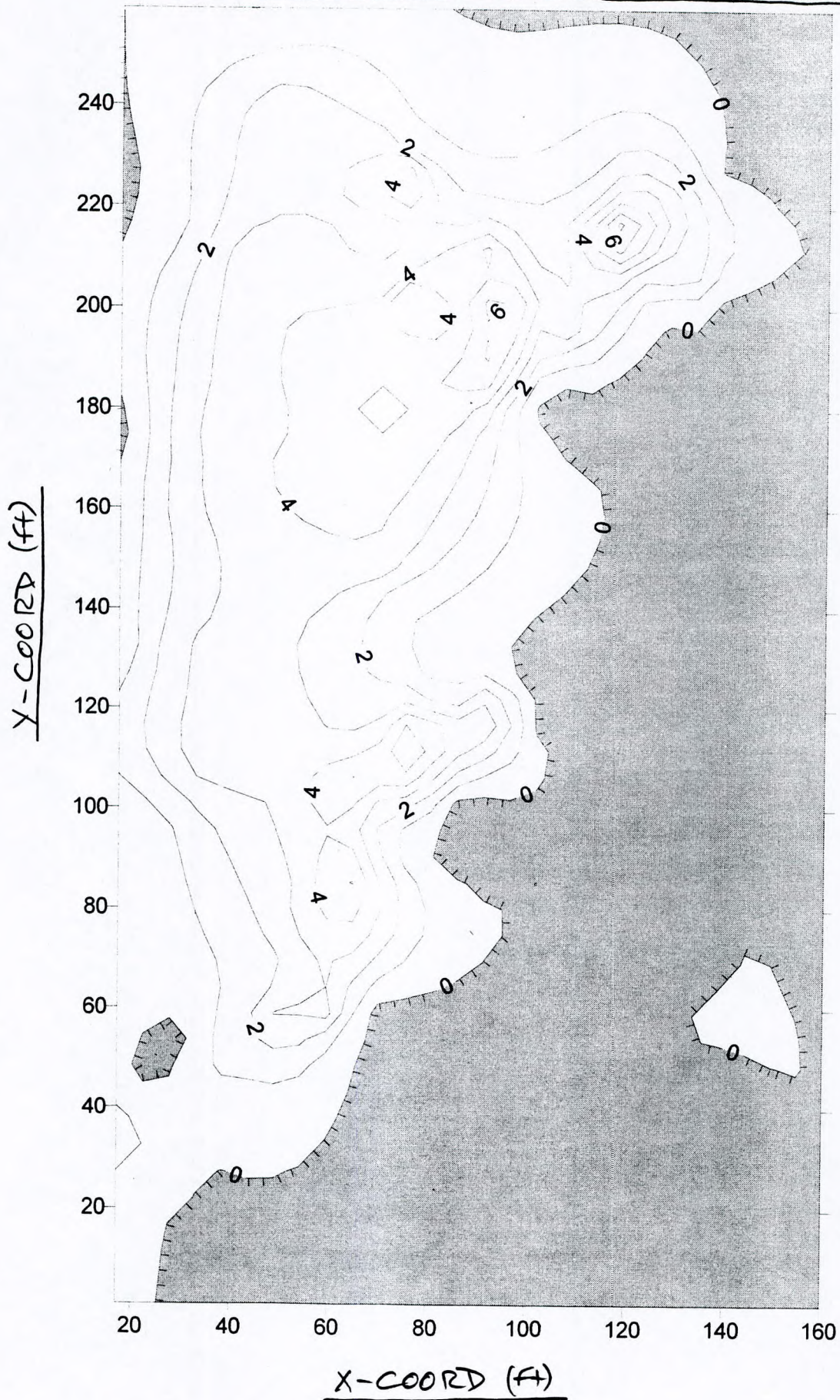
CONTOURS OF UPPER SURFACE



CONTOURS OF LOWER SURFACE



CONTOURS OF DIFFERENCES
BETWEEN UPPER & LOWER SURFACES





Dvirka and Bartilucci

CONSULTING ENGINEERS

330 Crossways Park Drive, Woodbury, New York, 11797-2015
516-364-9890 • 718-460-3634 • Fax: 516-364-9045
e-mail: db-eng@worldnet.att.net



February 4, 2003

Principals

Nicholas J. Bartilucci, P.E.
President

Henry J. Chlupsa, P.E.
Executive Vice President

Thomas F. Maher, P.E.
Vice President

Robert T. Burns, P.E.
Vice President

Richard M. Walka
Vice President

Steven A. Fangmann, P.E.
Vice President

Theodore S. Pytlar, Jr.
Vice President

Senior Associates

Anthony O. Conetta, P.E.

Dennis F. Koehler, P.E.

Joseph H. Marturano

Kenneth J. Pritchard, P.E.

Brian M. Veith, P.E.

Associates

Joseph F. Baader

Garrett M. Bymes, P.E.

Rudolph F. Cannavale

Joseph A. Fioraliso, P.E.

Thomas P. Fox, P.G.

Gerald Gould, C.P.G.

William D. Merklin, P.E.

Michael Neuberger, P.E.

Edward J. Reilly

Richard P. Russell, P.E.

Charles J. Wachsmuth, P.E.

Kenneth P. Wenz, Jr., C.P.G.

Terrill Stammler
Construction Manager
URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090

Re: Franklin Cleaners (Site No. 1-30-050)
NYSDEC Contract No. D004264
D&B No. 1851

Dear Mr. Stammler:

This is a response to your correspondence, dated January 21, 2003, relative to Request for Information/Change Order No. 9. As you know, this correspondence requested, among other issues, that Dvirka and Bartilucci Consulting Engineers (D&B) provide a manufacturer of equipment that could meet the contract requirements for the extraction well pumps. It also listed some calculations that purported that D&B's design calculations were in error.

Upon review of the aforementioned document, D&B revisited the design calculations and shop drawings for the Grundfos pumps.

Our findings are that the specified equipment will meet Conditions of Service required under this contract. Consequently, in our opinion, there is no compelling reason to change the performance requirements of the subject pumping units. Additionally, as we cannot duplicate the values for the total dynamic head you supplied in the above-referenced correspondence, we request you provide us with your backup calculations to assist us in evaluating your numbers and your request for information/change order.

Do not hesitate to contact Joe Baader or me at (516) 364-9890 if you have any questions pertaining to this letter.

Very truly yours,

Frank DeVita
Project Manager

FD/jmy,ld

cc: J. Trad, NYSDEC
K. Kaufman, URS
T. Maher, D&B
J. Baader, D&B
R. Heling, D&B

♦1851\FD03LTR-39.DOC(R01)



February 3, 2003

Sent Via Fax and Certified Mail

Mr. Thomas Maher
Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

**Subject: Franklin Cleaners (Site No. 1-30-050)
NYSDEC Contract No. D004264;
Stop Work Notification**

Dear Mr. Thomas Maher:

URS Corporation (URS) is notifying Dvirka and Bartilucci that work will stop on the above referenced contract as of close of business on February 11, 2003. Per section 14.6 of the *General Conditions*, if *"department fails for one hundred and twenty days to pay contractor any sum finally determined to be due by department, then contractor may, ... upon seven days written notice to Department and Engineer stop the work until payment for all amounts then due."* URS is notifying within the required 7 days.

URS has made 4 attempts to get the schedule of values approved. URS has submitted their initial schedule of values in 2001 and subsequently resubmitted on July 25, 2002, September 17, 2002, and December 20, 2002. In addition, URS has made themselves available for the last two weeks to resolve this issue to avoid an interruption of work. Finally, URS has suggested that partial payment be made for any items not in dispute; this suggestion too apparently was unacceptable.

It can not be the position of the Engineer to evaluate lump sum bid items, find them excessive in their opinion, determine what a reasonable cost is and force the contractor to comply by holding payment. During the initial bidding, the value of item G11 - "Yard Waste Debris" ranged from \$6,500 to \$93,500 with the bidders. It seems that with that range in pricing, more attention should have been provided as to what the scope was and the format for payment. Determining the scope and wanting to reprice it after the contract has been issued is inappropriate. URS has provided the actual bid breakout of the costs for G11 comprising of labor, equipment, material, subcontractors and other direct costs (ODCs). Dvirka and Bartilucci found this justifying, supportive information to be unacceptable. URS has signed a lump sum contract with the State of New York. However, for items that the Engineer feels are not representative it appears that the desire is to renegotiate the price. If renegotiation of line items in a lump sum contract is allowable, URS wishes to renegotiate some items that required more attention than anticipated.

It is apparent that item G11 is in contention since a change order has been submitted with respect to additional debris quantities associated with the "Yard Waste Disposal Area." It should also be made clear that our initial schedule of values was submitted long before the changed condition was uncovered.

URS Corporation
201 Willowbrook Boulevard
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.0023



In further effort of our cooperation, I have attached our justification for the transportation and disposal of the yard waste as you have requested. It should also be noted that your unit price calculation is incorrect due to your inaccurate quantity take-off. A more precise quantity take-off of the yardage depicted in the contract drawings is 286 c.y. as provided to you in our October 10, 2002 correspondence.

Your letter references contacting the bonding company if work is stopped. It should be understood that we have been in communication with the bonding company and have apprised them of this situation.

URS is requesting immediate payment for the total invoice initially submitted on October 10, 2002 and for the \$2,657.44 in damages as outlined in the URS's letter dated January 17, 2003. Should work stop, URS will forward a schedule for the commencement of work once payment is received and subcontractors / vendors are re-coordinated. Also, URS will be seeking damages for the demobilization, remobilization, rental costs of trailers, additional management and other direct project related costs associated with the forced shutdown. Additionally, URS will be seeking damages associated with "interruption of flow" and impacts to the overall schedule.

I can be reached at 973.812.6853 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Kaufman".

Kenneth Kaufman, P.E.
Office Manager

Attachment

cc: Jeff Trad - NYSDEC
Frank DeVita - D&B
Peggy Pendergast, Esq., Legal Counsel
James Murphy - AIG
Ken Sullivan - URS
Terrill Stammler - URS
Dave Hutton - URS

Franklin Cleaners
Transportation & Disposal For Yard Waste

Item	Quantity	Unit	Unit Price	Direct Total	Overhead 10%	Profit 5%	Item Total
Labor							
Project Management	32	hour	\$125.37	\$4,011.84	incl	incl	\$4,011.84
Supervisor	45	hour	\$72.68	\$3,270.60	incl	incl	\$3,270.60
Health and Safety Officer	40.5	hour	\$72.68	\$2,943.54	incl	incl	\$2,943.54
Operator	36	hour	\$54.29	\$1,954.44	\$195.44	\$107.49	\$2,257.38
Operator	36	hour	\$54.29	\$1,954.44	\$195.44	\$107.49	\$2,257.38
Laborer	36	hour	\$38.04	\$1,369.44	\$136.94	\$75.32	\$1,581.70
Materials							
Small Tool Allowance	1	LS	\$200.00	\$200.00	\$20.00	\$11.00	\$231.00
Liner	1	LS	\$277.50	\$277.50	\$27.75	\$15.26	\$320.51
PPE	1	LS	\$300.00	\$300.00	\$30.00	\$16.50	\$346.50
Equipment							
Backhoe	4.5	day	\$250.00	\$1,125.00	\$112.50	\$61.88	\$1,299.38
Front End Loader	4.5	day	\$500.00	\$2,250.00	\$225.00	\$123.75	\$2,598.75
Excavator	4.5	day	\$550.00	\$2,475.00	\$247.50	\$136.13	\$2,858.63
Equipment Delivery / Pickup	1	LS	\$1,600.00	\$1,600.00	\$160.00	\$88.00	\$1,848.00
PID	1	LS	\$450.00	\$450.00	\$45.00	\$24.75	\$519.75
Subcontracts							
Grubbing	0	LS	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Trans and Disposal (grub)	0	loads	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00
Trans and Disp of yard waste	300	cyds	\$30.00	\$9,000.00	\$900.00	\$495.00	\$10,395.00
Surveying	2	days	\$1,538.29	\$3,076.58	\$307.66	\$169.21	\$3,553.45
Load out	300	cyds	\$4.86	\$1,458.00	\$145.80	\$80.19	\$1,683.99
ODC's							
Fuel	1	LS	\$350.00	\$350.00	\$35.00	\$19.25	\$404.25
Per Diem / Hotel	4.5	day	\$142.00	\$639.00	\$63.90	\$35.15	\$738.05
Field Office Overhead 12% (towards office equip, phone, safety items, trucks, etc)							\$5,174.36
Total:							\$48,294

URS**Facsimile**Date: **February 3, 2003**Page 1 of: **4**

Thomas Maher Dvirka & Bartilucci
Frank DeVita Dvirka & Bartilucci
Jeff Trad ✓ NYSDEC
James Murphy AIG

To:

From: **Ken Kaufman 973.812.6853**

Peggy Pendergast, Esq. URS
Dave Hutton URS
Ken Sullivan URS
Terrill Stammier URS

cc:

Firm:

Facsimile:

Franklin Cleaners (Site No. 1-30-050)

Subject:

NYSDEC Contract No. D004264: Stop Work Notification

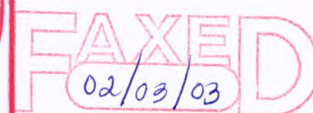
Message:

URS Corporation
Remediation Operating Services
201 Willowbrook Blvd.
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.1956
www.urscorp.com

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URS



February 3, 2003

Sent Via Fax and Certified Mail

Mr. Thomas Maher
Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Subject: Franklin Cleaners (Site No. 1-30-050)
NYSDEC Contract No. D004264;
Stop Work Notification

Dear Mr. Thomas Maher:

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URS Corporation
201 Willowbrook Boulevard
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.0023



In further effort of our cooperation, I have attached our justification for the transportation and disposal of the yard waste as you have requested. It should also be noted that your unit price calculation is incorrect due to your inaccurate quantity take-off. A more precise quantity take-off of the yardage depicted in the contract drawings is 286 c.y. as provided to you in our October 10, 2002 correspondence.

Your letter references contacting the bonding company if work is stopped. It should be understood that we have been in communication with the bonding company and have apprised them of this situation.

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I can be reached at 973.812.6853 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Kaufman", is positioned above the typed name.

Kenneth Kaufman, P.E.
Office Manager

Attachment

cc: Jeff Trad - NYSDEC
Frank DeVita - D&B
Peggy Pendergast, Esq., Legal Counsel
James Murphy - AIG
Ken Sullivan - URS
Terrill Stammmer - URS
Dave Hutton - URS

**Franklin Cleaners
Transportation & Disposal For Yard Waste**

[illegible]



February 7, 2003

Mr. Thomas Maher
Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Subject: Franklin Cleaners (Site No. 1-30-050)
NYSDEC Contract No. D004264;
Stop Work Notification

Dear Mr. Thomas Maher:

URS Corporation (URS) has received your letter dated February 6, 2003. URS has made notification per the required seven days to both the Engineer and to the Department. URS first made Dvirka and Bartilucci aware of the impact of no payment on January 17, 2003. URS referenced sectioned 14.6 of the *General Condition* and has adhered to the requirements of the section. There was no mention by the Engineer or the Department that proper notification was not made in the time frame between the January 17, 2003 stop work intention letter and the letter dated February 3, 2003 of the seven day notice of stop work. The direction that is now being relayed by the Engineer is not consistent with the process to date.

URS believes that it has made the proper notifications per the contract. You have referenced a section in the "Instructions to Bidders" that you feel is applicable. However, section 5.2.4 of the *General Condition* states that correspondences be addressed to the Engineer and copied to the Department. In addition, the stop work clause for lack of payment does not reference the section that you have cited. The section does reference another section that is required to be adhered to. It is the intention of the contract that proper notification be provided and URS has been very clear of its intentions as well as notifying the proper entities.

It is unfortunate that more time has been put into establishing a controversial atmosphere instead of developing a positive, proactive team relationship. URS has every intention of resolving this issue and other distractions to enable total focus on the completion of the project. Per my phone conversation with Mr. Yavonditte of the NYSDEC, URS will make themselves available to come to an agreement with the schedule of values.

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454

FROM : URS Corporation

FAX NO. : 14102870859

Feb. 07 2003 04:10PM P3

I can be reached at 973.812.6853 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Kaufman', with a small circular stamp to the right.

Kenneth Kaufman, P.E.
Office Manager

cc: Jeff Trad - NYSDEC
J. Yavonditte - NYSDEC
Frank DeVita - D&B
Peggy Pendergast, Esq., Legal Counsel
James Murphy - AIG
Ken Sullivan - URS
Terrill Stammler - URS
Dave Hutton - URS

URS

Facsimile

Date: February 7, 2003 Page 1 of: 3

To: Jeff Trad From: Ken Kaufman

Firm: NYSDEC CC:

Facsimile: 518.402.9020

Subject: Franklin Cleaners - Response to Mr. Maher's February 6th letter

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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May 27, 2003

Mr. Terrill Stammmler
Construction Manager
URS Corporation
2325 Maryland Road, Second Floor
Willow Grove, PA 19090

Re: Franklin Cleaners Site (Site No. 1-30-050)
NYSDEC Contract No. D004264
Appeals Summary
D&B No. 1851-2

Dear Mr. Stammmler:

This letter is in response to your letter dated April 22, 2003, appealing the Departments decision to several change order requests for the above referenced contract. Upon review of each itemized appeal, please be advised of the following:

- Item # 1 – Department's original decision stands.
- Item # 2 – Department's original decision stands.
- Item # 3 – Department shall respond under separate cover.
- Item # 4 – Department's original decision stands.
- Item # 5 – Department's original decision, as determined on _____, has been modified to include a one (1) calendar day extension in the Date of Substantial Completion.
- Item # 6 – Department's original decision stands.
- Item # 7 – Department's original decision stands.
- Item # 8 – Department shall respond under separate cover.
- Item # 9 – Department shall respond under separate cover.
- Item # 10 – Department's original decision stands.

If you have any questions please call.

Very Truly Yours,

Jeffery E. Trad, P.E.
Project Manager

Cc:
J. Yavonditte, NYSDEC
T. Maher, D&B
F. DeVita, D&B
K. Kaufman, URS



URS
Change order
stuff.

K. Sullivan, URS

C:\Documents and
Settings\Administrator.FRANKLIN\Desktop\5_21_03_T_Stammler.doc

URS

Facsimile

Date: May 8, 2003

Page 1 of: 4

To: Jeff Trad

From: Terrill Stammier

Firm: NYSDEC

cc:

Facsimile: 518.402.9819

Subject: Franklin Cleaners - Percent Moisture Error Change Order

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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May 8, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Moisture Density Error Change Order

Dear Mr. Frank DeVita:

URS Corporation (URS) is submitting a change order for the incorrect calculation of the percent moisture for the fill utilized in backfilling the building slab sub-grade on April 1, 2003. The percent moisture originally utilized was 132 and a laboratory re-analysis revealed the correct percent moisture to be 104. The cost impact for the incorrect percent moisture is \$3,523.14. Cost information is provided below as well as the subcontractor's quote has been attached.

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
A.G.E. Excavation	1	day	\$2,070.00	\$2,070.00	\$103.50	\$2,173.50
Kevin McGettigan	16 ⁸	hour	\$72.68	\$1,162.88	included	\$1,162.88
Greg Gangemi	4	hour	\$46.69	\$186.76	included	\$186.76
Total:						\$3,523.14

\$300 foreman

Greg down to 1 hr

In addition, URS is requesting a two calendar day extension for this change order. One day is requested for April 1, 2003, the day of the occurrence, the second day is April 2, 2003. Work was called off on the afternoon of April 1st for April 2nd until a corrective action was taken. Information was not relayed to URS regarding the revised percent moisture calculation until after 5 pm on April 1st.

URS Corporation
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Fax: 215.657.5000
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I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

A handwritten signature in black ink, appearing to read "Terrill Stammer", is written over a horizontal line.

Terrill Stammer
Construction Manager

Tos/tos
Attachment

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS

FROM: URS Corporation

04/15/2003 18:18

FAX NO. : 14102870859

S.S.C. + 14102870859

May. 08 2003 02:26PM P4

NO. 752 002

APP-14-03 06:01 AM PURCHASE ORDER

14102870859

P. 01



A.G.E. Equipment & Excavation
P.O. Box 311
Miller Place, NY 11764

(631) 774-3601

TO Radian Construction Services
Attn: Ken Sullivan
201 Willowbrook Blvd.
Wayne NJ 07474-028

CHANGE ORDER

NUMBER: 973.785.0700

1012003

X **ADDITIONAL WORK ORDER**

PHONE

DATE

908.272.8300

4/10/03

JOB NAME/LOCATION

Franklin Cleaners
Molloy College, NY

CONTRACT/JOB NUMBER

JOB PHONE

760600, US

We hereby agree to the change(s) or additional work specified below.

Due to miscalculations from NYS Inspector involving compaction testing, an additional charge will be incurred.

426w/operator.....	\$1,200.00/day
Laborer.....	\$270.00
Compaction tamper.....	\$300.00
Foreman.....	\$300.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change(s) specified above at this price

2,070.00

Date of agreement:

Authorized
Signature

(CONTRACTOR)

PREVIOUS CONTRACT AMOUNT

39,017.75

REVISED CONTRACT TOTAL

41,087.75

Payment will be made as follows.

Contract Terms

Accepted — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized
Signature

(OWNER)

Date of acceptance



Facsimile

Date: April 22, 2003

Page 1 of: 2

To: Jeff Trad

From: Terrill Stammeler

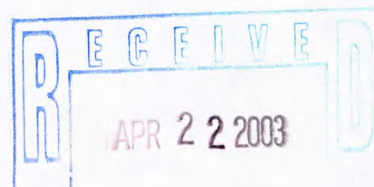
Firm: NYSDEC

cc:

Facsimile: 518.402.9819

Subject: Franklin Cleaners – Appeal to Time Extension Request IV

Message: Scc attached



URS Corporation
2325 Maryland Road, 2nd Floor
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April 22, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Appeal to Time Extension Request IV

Dear Mr. Frank DeVita:

URS Corporation (URS) is appealing Dvirka and Bartilucci's decision for granting only 2 of the 6 days requested for weather impacts from the period of April 8th – April 13th. URS had requested the extension due to snow fall and rain during the time frame referenced. The week long precipitation, as verified in your letter dated April 21st, prevented the soil from drying out. In addition, the wet conditions prohibited the pouring of the concrete building slab as the periods of rain would have marred the finish.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation

A handwritten signature in black ink, appearing to read "Terrell Stammier", is written over the URS Corporation name.

Terrell Stammier

Construction Manager

Tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Peggy Pendergast - URS
Ken Sullivan - URS



April 21, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

**Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Concrete / CMU
Cure Period**

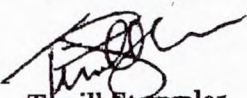
Dear Mr. Frank DeVita:

URS Corporation (URS) has contacted Carboline's representative, Richard French, regarding the cure times required for the concrete masonry unit (CMU) wall and the concrete floor slab prior to applying surface finishes. Information regarding the required cure times are covered in items "A" and "B" below.

- A. CMU - The required cure time for the block is 15 days prior to the application of the block filler. This information can be found in the submittal information for the concrete filler, Carbolene Carbogaurd - 954HB.
- B. Concrete Floor Slab - The industry standard is 28 days as called out in Carboline's literature. The primary issue is the percent moisture in the slab prior to painting. Eighteen to twenty-one days is possible if the moisture in the concrete has dissipated. URS plans to check for moisture by taping a heavy piece of plastic liner 1' by 1' on the floor of the slab and leaving it overnight. If there is no condensation on the concrete side of the liner in the morning, the concrete is ready for painting.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammler
Construction Manager

Tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS

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Fax: 215.657.5000
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URS**Facsimile**Date: April 21, 2003Page 1 of: 2To: Jeff TradFrom: Terrill StammlerFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners - Concrete / CMU Cure Periods

Message: See attached

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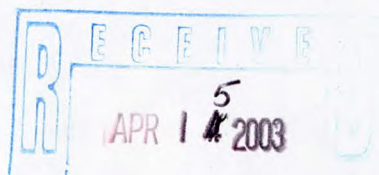
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URS**Facsimile**Date: April 15, 2003Page 1 of: 2To: Jeff TradFrom: Terrill StammierFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners - Drill Cuttings

Message: See attached



Post-it® Fax Note	7671	Date	4/30/03	# of pages	2
To	Frank DeVita	From	Jeff Trad		
Co./Dept.	DTB	Co.	DEC		
Phone #		Phone #	518 402 - 9814		
Fax #	516-364-9045	Fax #			

URS Corporation
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April 15, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Drill Cuttings

Dear Mr. Frank DeVita:

URS Corporation (URS) submitted the drill cutting analytical for the drums of soil currently on the site. Four sets of grab soil samples were taken from three different locations at the site, ASMW2, ASMW3 and ASMW4. Three sets were taken of the soils above the water table and one set was taken below the water table. The samples were analyzed for *Volatile Organic Compounds* (VOCs). All four sets of samples came back as "no detect" for VOCs inclusive of the contaminants of concern at the site, PCE and TCE. URS is informing Dvirka and Bartilucci that the cuttings will be spread out on site. In addition, specification section 15451, part 3, paragraph G, allows for the cuttings to be left on-site.

The samples taken and the analytical submitted to Dvirka and Bartilucci is representative of the site. Therefore, no additional drill cutting samples will be taken as called out in your comments to URS's submittal number 70. URS will continue to evaluate any additional cuttings by field screening with the use of the on-site photo-ionization detector (PID). If the PID indicates VOCs are present, soils samples will be sent for analysis.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,

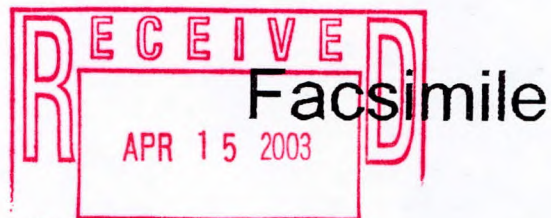
URS Corporation

A handwritten signature in black ink, appearing to read "Terrill Stammer", is written over a horizontal line.

Terrill Stammer
Construction Manager

Tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS

URSDate: April 15, 2003Page 1 of: 3To: Jeff TradFrom: Terrill StammlerFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners – Well Development Water DischargeMessage: See attached

URS Corporation
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April 15, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

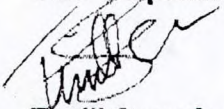
Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Well Development Water Discharge

Dear Mr. Frank DeVita:

URS Corporation (URS) has received approval to discharge approximately 2,000 gallons of development water for the newly installed wells located at Molloy College. The point of discharge will be a sewer manhole designated by the County of Nassau. The well development and discharge would occur within the next two to three weeks. A copy of the approval letter has been attached.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammler
Construction Manager

Tos/tos
Attachment

cc: Jeff Trad - NYSDEC
Ken Kaufman -- URS
Ken Sullivan -- URS

THOMAS R. SUOZZI
COUNTY EXECUTIVE



PETER J. GERIASI, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
MINEOLA, NEW YORK 11501-4822

April 2, 2003

Mr. Terrill Stammler
URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090

**Re: Franklin Cleaners Site (Molloy College)
Rockville Centre, New York**

Dear Mr. Stammler:

Your request to discharge monitoring well purge water from several locations within the referenced area is accepted. The controlled discharge of polluted groundwater from well purging can be disposed of at the designated public (POTW) sewer manhole, as previously discussed. Please contact this office, at least 24 hours, in advance of the first wastewater discharge.

The determination of approval is based on the non-hazardous nature, sewer acceptable quality and minor discharge volumes of the wastewater proposed for discharge.

This approval is limited to discharge of monitoring well purge water for the period of the study. The total volume shall not exceed 2,000 gallons. The discharges, as proposed by URS, will be carefully monitored, logged for the record, and sampled for VOC analysis.

Please feel free to call me at 516-571-7352 if you have any questions or if you anticipate any significant changes in the quality or quantity of the proposed discharge.

Very truly yours,

Maurice J. Osman
Chief Chemist

MJO:sm

c: Richard Cotugno, NCDPW

URS**Facsimile**Date: April 11, 2003Page 1 of: 2To: Jeff TradFrom: Terrill StammierFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners - Inclement Weather Delay Request (April 11 - April 13) *84*

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
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Fax: 215.657.5454
www.urscorp.com

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April 11, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Time Extension Request IV

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting a change order for an extension of time on the above referenced contract per Article 10 of the "General Conditions," section 10.2. URS is requesting a six (6) day calendar day extension on the substantial completion date for inclement weather that prohibited work on April 8th - April 13th. URS is requesting the extension due to snow fall and rain during the time frame referenced. The extremely wet conditions did not permit the continued excavation or backfilling of the discharge line. In addition, the wet conditions prohibited the pouring of the concrete building slab.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,

URS Corporation

A handwritten signature in black ink, appearing to read "Terrill Stamm", is written over the company name.

Terrill Stamm
Construction Manager

Tos/tos

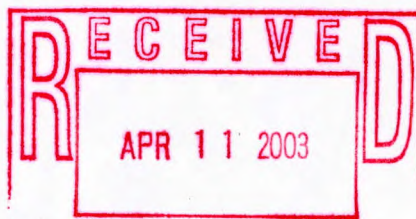
cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Peggy Pendergast - URS
Ken Sullivan - URS

URS**Facsimile**Date: April 10, 2003Page 1 of: 11To: Jeff TradFrom: Terrill StammierFirm: NYSDEC

cc:

Facsimile: 518.402.9819Subject: Franklin Cleaners - Updated Schedule

Message: See attached



URS Corporation
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Willow Grove, PA 19090
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Fax: 215.657.5454
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April 10, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Schedule Update

Dear Mr. Frank DeVita:

URS Corporation (URS) is forwarding the revised schedule incorporating the Electrical contractor's schedule. Inserting the electrician's work into the schedule has pushed the substantial completion date of June 16th to July 1st. The electrical schedule submitted to URS has 22 linear days of critical work with minor activities occurring periodically. The size of the treatment building does not facilitate multiple tasks to run concurrently. Therefore, no schedule condensing could be made to have subcontractors work simultaneously within the building. The July 1st substantial completion date includes 1 week for system start-up.

Factors that remain impacting the schedule are provided below.

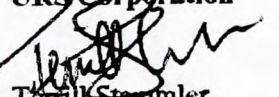
- Department of Transportation (DOT) release of the suspended Department of Parks permit for work conducted along the shoulder and easement of the Southern State Parkway. Gene Smith with DOT was attempted to be contacted yesterday. However, he is out sick. A message could not be left as his voice mailbox was full. URS has submitted all of the additional information he has requested as well as the utility installation permit.
- Additional weather delays. Within the last two weeks, URS has only had three productive work days. The incorrect calculation of the percent moisture impacted URS last week as well as rain throughout this week.
- Any potential holdup by Nassau County for the requested usage fee.
- Electrical contractor's availability on the days that warrant his work to be conducted.

The schedule will be updated regularly to maintain an accurate projection of the substantial completion date. URS will continue to expedite activities to the greatest extent possible. The dates provided indicate target dates and windows of work completion. The weekly schedule submitted to Dvirka and Bartilucci will continue to be the schedule in which to schedule personnel and finalize dates for items of work.

The revised schedule has been attached. The schedule has been reduced in size by filtering the tasks that have been completed one-hundred percent. I can be reached at 215.830.2056 or 410.287.0859 with any questions.



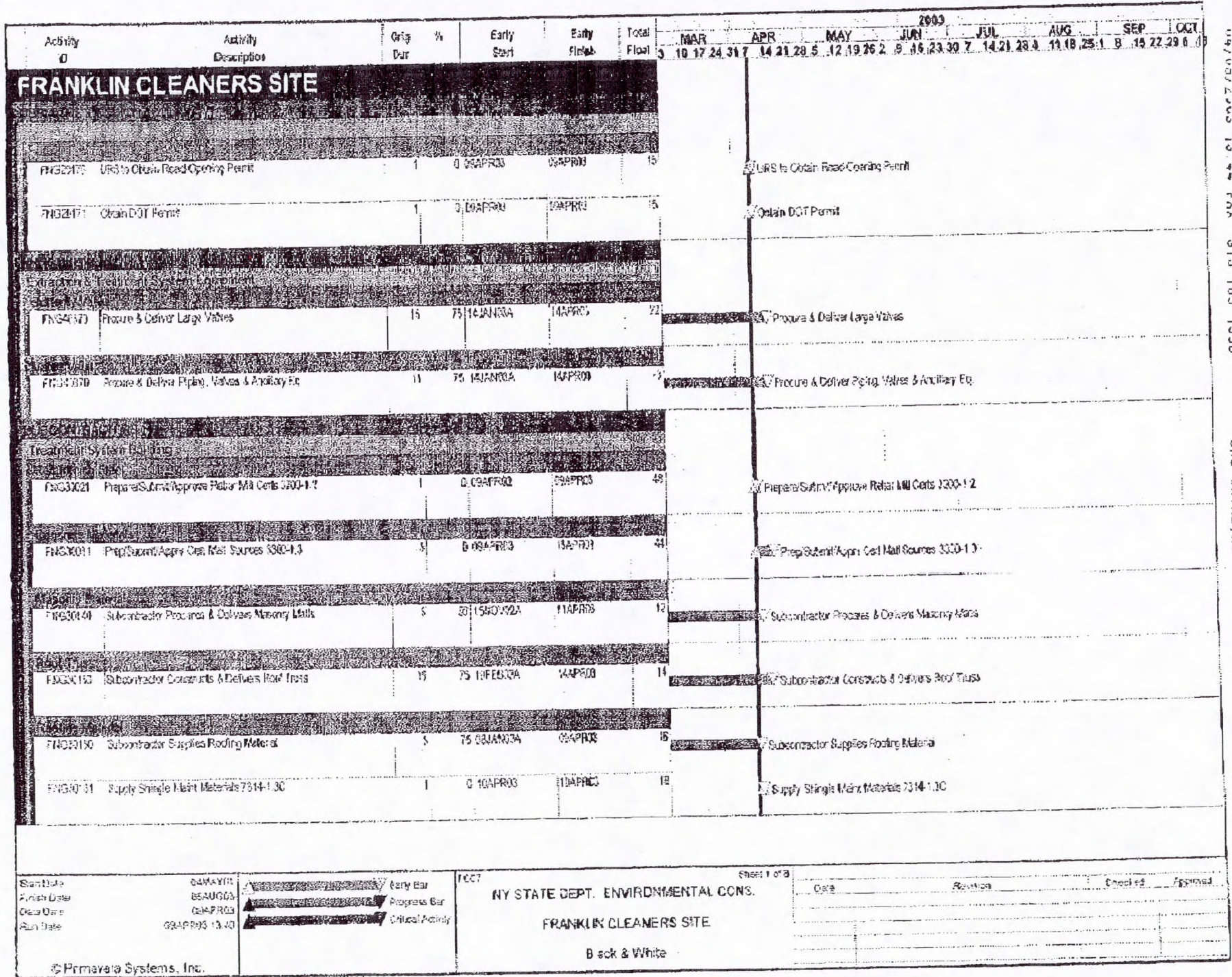
Sincerely,
URS Corporation



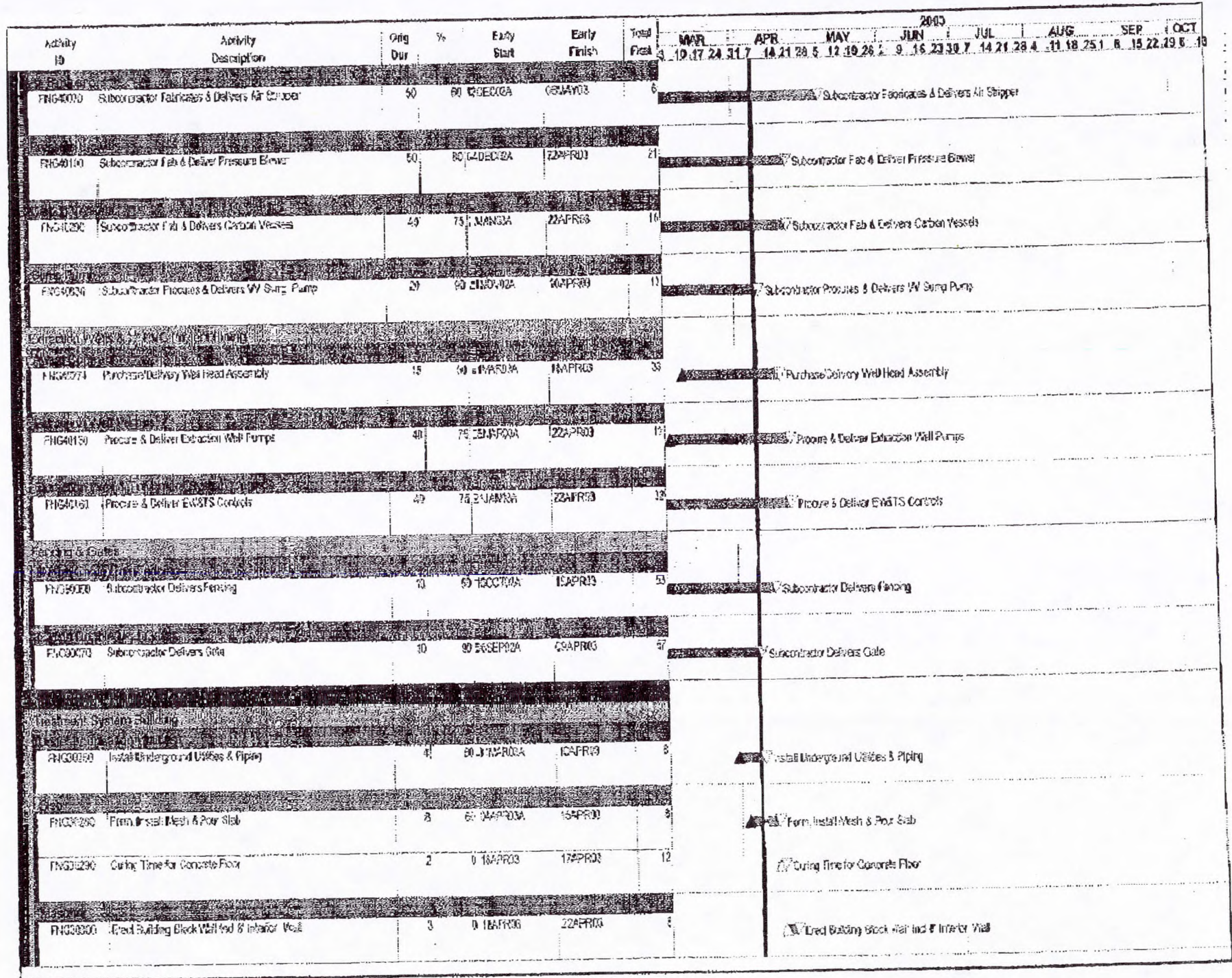
Terrill Stammier
Construction Manager

Tos/tos
Attachment

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS



Activity ID	Activity Description	Orig Dur	%	Early Start	Early Finish	Total Float	2003																							
							MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT																
ENG30170	Subcontractor Procures & Supplies Feds	5	75	08FEB03A	09APR03	45																								
ENG30610	Subcontractor Procures & Delivers Waterproofing	5	75	10FEB03A	10APR03	0																								
ENG30610	Subcontractor Procures & Delivers Roll Up Door	20	25	10MAR03A	29APR03	29																								
ENG30610	Subcontractor Procures & Delivers Entrance Door	40	75	06FEB03A	11APR03	41																								
ENG34071	Purchase & Delivery of Expansion Anchors	5	20	15NOV02A	16APR03	24																								
ENG34073	Subcontractor Fabric & Delivers System Controls	50	75	02JAN03A	25APR03	13																								
ENG34079	Purchase & Deliver Flygt Submersible Pump	15	75	17FEB03A	14APR03	22																								
ENG34081	Purchase/Deliver Root Floater	15	25	17MAR03A	23APR03	16																								
ENG34082	Submit/Appro Pump Bearing Cert 15160-1-245	25	50	30JUL02A	25APR03	1																								
ENG34087	Submit/Appro Control Panel O&M Manual 15160-1-245	25	50	30JUL02A	25APR03	56																								
ENG34085	Subcontractor Fabric Submersible Pumps/Control	50	60	09MAY03A	10MAY03	11																								
ENG34088	Submit/Appro Control Panel As Bldgs 15160-1-231	25	0	02JUL03	05AUG03	0																								
ENG34088	Purchase/Deliver Mini-Float Switches	15	50	17JAN03A	13APR03	1																								
ENG34088	Purchase/Deliver Variable Frequency Drives	15	75	02DEC02A	13APR03	25																								



Activity ID	Activity Description	Orig Dur	%	Early Start	Early Finish	Total Float	2003																															
							MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC																						
							12	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13
PWG3010	Curing Time for Building Block Wall	2	0	23APR03	24APR03	11																																
PWG3020	Install Roof Truss	2	0	25APR03	26APR03	6																																
PWG3030	Install Roof Sheathing	1	0	26APR03	26APR03	5																																
PWG3040	Install Roof Shingles	1	0	30APR03	30APR03	5																																
PWG3050	Install Fasia and Soffit	1	0	01MAY03	01MAY03	29																																
PWG3060	Install Entrance Door	1	0	23APR03	23APR03	34																																
PWG3070	Install Roll Up Door	1	0	30APR03	30APR03	29																																
PWG3080	Install 6" Sched 80 PVC Air Intake Pipe	1	0	23APR03	23APR03	13																																
PWG3090	Install 24"x24" Air Inlet Louvre	1	0	23APR03	23APR03	14																																
PWG3091	Install 24" Exhaust Fan	1	0	23APR03	23APR03	14																																
PWG3096	Procure and Install Portable Toilet	1	0	24APR03	24APR03	13																																
PWG3097	Completion of Treatment System Building	0	0		01MAY03	29																																
PWG3098	Extend Utilities to Building	2	0	30APR03	01MAY03	6																																
PWG3099	Electrical Conduit Pipe Roughing	7	0	27MAY03	04JUN03	-15																																
PWG3100	Electrical Wire & Termination Installation	6	0	06JUN03	12JUN03	-15																																
PWG3101	Install Conduit Extension Wall	3	0	13JUN03	17JUN03	-4																																
PWG3102	Electrical Phase & Interface Testing	6	0	17JUN03	24JUN03	-11																																

Activity ID	Activity Description	Orig Dur	%	Early Start	Early Finish	Total Float	2003											
							MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT				
							10	17	24	31	7	4	21	28	5	12	19	26
							2	9	16	23	30	6	13	20	27	3	10	17
							3	10	17	24	31	7	4	21	28	5	12	19
							4	11	18	25	1	8	15	22	29	6	13	20
							5	12	19	26	2	9	16	23	30	7	4	21
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							7	14	21	28	4	11	18	25	1	9	16	
							8	15	22	29	5	12	19	26	2	10	17	
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							13	20	27	3	10	17	24	31	7	15	22	
							14	21	28	4	11	18	25	1	16	23	30	
							15	22	29	5	12	19	26	2	17	24	31	
							16	23	30	6	13	20	27	3	18	25	1	
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							19	26	2	9	16	23	30	6	21	28	4	
							20	27	3	10	17	24	31	7	22	29	5	
							21	28	4	11	18	25	1	8	30	6	13	
							22	29	5	12	19	26	2	9	1	14	14	
							23	30	6	13	20	27	3	10	2	15	15	
							24	31	7	4	21	28	4	11	3	16	16	
							25	1	8	15	22	29	5	12	4	17	17	
							26	2	9	16	23	30	6	13	5	18	18	
							27	3	10	17	24	31	7	4	6	19	19	
							28	4	11	18	25	1	8	5	20	20	20	
							29	5	12	19	26	2	9	6	21	21	21	
							30	6	13	20	27	3	10	7	22	22	22	
							31	7	4	21	28	4	11	8	23	23	23	
							32	8	5	12	19	26	5	12	9	24	24	
							33	9	6	13	20	27	6	13	10	25	25	
							34	10	7	14	21	28	7	14	11	26	26	
							35	11	8	15	22	29	8	15	12	27	27	
							36	12	9	16	23	30	9	16	13	28	28	
							37	13	10	17	24	31	10	17	14	29	29	
							38	14	11	18	25	1	11	18	15	30	30	
							39	15	12	19	26	2	12	19	16	31	31	
							40	16	13	20	27	3	13	20	17	1	1	
							41	17	14	21	28	4	14	21	18	2	2	
							42	18	15	22	29	5	15	22	19	3	3	
							43	19	16	23	30	6	16	23	20	4	4	
							44	20	17	24	31	7	17	24	21	5	5	
							45	21	18	25	1	8	18	25	22	6	6	
							46	22	19	26	2	9	19	26	23	7	7	
							47	23	20	27	3	10	20	27	24	8	8	
							48	24	21	28	4	11	21	28	25	9	9	
							49	25	22	29	5	12	22	29	26	10	10	
							50	26	23	30	6	13	23	30	27	11	11	
							51	27	24	31	7	4	24	31	28	12	12	
							52	28	25	1	8	15	25	1	29	13	13	
							53	29	26	2	9	16	26	2	30	14	14	
							54	30	27	3	10	17	27	3	31	15	15	
							55	31	28	4	11	18	28	4	1	16	16	
							56	32	29	5	12	19	29	5	2	17	17	
							57	33	30	6	13	20	30	6	3	18	18	
							58	34	31	7	4	21	31	7	4	19	19	
							59	35	32	8	5	12	1	8	5	20	20	
							60	36	33	9	6	13	2	9	6	21	21	
							61	37	34	10	7	14	3	10	7	22	22	
							62	38	35	11	8	15	4	11	8	23	23	
							63	39	36	12	9	16	5	12	9	24	24	
							64	40	37	13	10	17	6	13	10	25	25	
							65	41	38	14	11	18	7	14	11	26	26	
							66	42	39	15	12	19	8	15	12	27	27	
							67	43	40	16	13	20	9	16	13	28	28	
							68	44	41	17	14	21	10	17	14	29	29	
							69	45	42	18	15	22	11	18	15	30	30	
							70	46	43	19	16	23	12	19	16	31	31	
							71	47	44	20	17	24	13	20	17	1	1	
							72	48	45	21	18	25	14	21	18	2	2	
							73	49	46	22	19	26	15	22	19	3	3	
							74	50	47	23	20	27	16	23	20	4	4	
							75	51	48	24	21	28	17	24	21	5	5	
							76	52	49	25	22	29	18	25	22	6	6	
							77	53	50	26	23	30	19	26	23	7	7	
							78	54	51	27	24	31	20	27	24	8	8	
							79	55	52	28	25	1	21	28	25	9	9	
							80	56	53	29	26	2	22	29	26	10	10	
							81	57	54	30	27	3	23	30	27	11	11	
							82	58	55	31	28	4	24	31	28	12	12	
							83	59	56	32	29	5	25	1	29	13	13	
							84	60	57	33	30	6	26	2	30	14	14	
							85	61	58	34	31	7	27	3	31	15	15	
							86	62	59	35	32	8	28	4	1	16	16	
							87	63	60	36	33	9	29	5	2	17	17	
							88	64	61	37	34	10	30	6	3	18	18	
							89	65	62	38	35	11	31	7	4	19	19	
							90	66	63	39	36	12	1	8	5	20	20	
							91	67	64	40	37	13	2	9	6	21	21	
							92	68	65	41	38	14	3	10	7	22	22	
							93	69	66	42	39	15	4	11	8	23	23	
							94	70	67	43	40	16	5	12	9	24	24	
							95	71	68	44	41	17	6	13	10	25	25	
							96	72	69	45	42	18	7	14	11	26	26	
							97	73	70	46	43	19	8	15	12	27	27	
							98	74	71	47	44	20	9	16	13	28	28	
							99	75	72	48	45	21	10	17	14	29	29	
							100	76	73	49	46	22	11	18	15	30	30	

Sheet 6 of 8

Activity ID	Activity Description	Orig. Est.	%	Early Start	Early Finish	Total Hours	2003											
							MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT				
							3	10	17	24	31	7	14	21	28	5	12	19
FNS4551	Lay Influent Piping for Extraction Well #2	3	0	013JUN03	12JUN03	9												
FNS4552	Backfill Influent Piping for Extraction Well #2	1	0	018JUN03	18JUN03	9												
FNS4556	Connect Well #2 Influent Piping to Air Stripper	1	0	018JUN03	18JUN03	9												
Groundwater Monitoring Wells																		
FNS4567	Drill Core Holes for GMM Well #1	1	0	03APR03	03APR03	22												
FNS4575	Sample & Analysis of GMM Well #1 Core Holes	2	0	01MAY03	02MAY03	28												
FNS4582	Install PTM1 Groundwater Monitoring Well	2	0	05MAY03	06MAY03	22												
FNS4595	GMM/PTM1 Sampling	1	0	07MAY03	07MAY03	23												
FNS4599	GMM/PTM2 Sampling	1	0	07MAY03	07MAY03	23												
FNS4609	GMM/PTM3 Sampling	1	0	07MAY03	07MAY03	23												
FNS4610	GMM/PTM4 Sampling	1	0	07MAY03	07MAY03	23												
FNS4680	GMM/PTM5 Sampling	1	0	07MAY03	07MAY03	23												
Paving & Gravel																		
FNS4620	Excavate New Road and Parking Lot	3	0	02MAY03	03MAY03	26												
FNS4632	Install Sub-base Material in Roadway & Park Lot	3	0	07MAY03	08MAY03	28												
FNS4649	Pave New Roadway & Parking Lot 4" layer RCA	5	0	07MAY03	08MAY03	28												
Fencing & Gates																		
FNS4650	Install Fencing Around Parking Lot	5	0	07MAY03	08MAY03	28												

Activity ID	Activity Description	Orig Dur	%	Early Start	Early Finish	Total Fiscal	2003																																
							MAR			APR			MAY			JUN			JUL			AUG			SEP			OCT											
							3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13
Pre-Construction																																							
PRG4006	Install 2 Sets Gates Across Roadway & Park Lot	3	0	28/MAY/03	30/MAY/03	28	Install 2 Sets Gates Across Roadway & Park Lot																																
Construction																																							
PRG4007	Restoration of Grass Areas & New Seals	3	0	28/MAY/03	30/MAY/03	28	Restoration of Grass Areas & New Seals																																
Planting																																							
PRG4008	Planting of Eastern Red Cedar Trees	3	0	28/MAY/03	30/MAY/03	28	Planting of Eastern Red Cedar Trees																																
Start-Up & Testing																																							
PRG4009	Prove-Out Process Equipment & Piping	2	0	19/JUN/03	20/JUN/03	-8	Prove-Out Process Equipment & Piping																																
PRG4010	Start Up and Testing	5	0	15/JUL/03	20/JUL/03	-11	Start Up and Testing																																
Interim Milestones																																							
PRG4010	CONSTRUCTION SUBSTANTIALLY COMPLETE	0	0		01/JUL/03	-11	CONSTRUCTION SUBSTANTIALLY COMPLETE																																
Post-Construction																																							
PRG4010	Commence Operation & Maintenance (1 Year)	0	0		1/2/JUL/03	15	Commence Operation & Maintenance (1 Year)																																
Program As-Built & Demolition																																							
PRG4010	Punchlist Items	4	0	27/MAY/03	30/MAY/03	28	Punchlist Items																																
PRG4010	Demolition from Site	5	0	01/JUL/03	08/JUL/03	6	Demolition from Site																																
Completion Milestones																																							
PRG4010	CONSTRUCTION COMPLETE	0	0		05/JUL/03	6	CONSTRUCTION COMPLETE																																

URS**Facsimile**Date: March 25, 2003Page 1 of: 3To: Jeff TradFrom: Terrill StammierFirm: NYSDEC

cc:

Facsimile: 518.402.9020 9819Subject: Franklin Cleaners - Cost Information

Message: See attached

Dollar Total: \$33,304.⁰²

Extension Total: 162 Calendar Days

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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FlowmeterEquipmentUnitEst. 1.5%

Cost Difference of meters

1,950.-

2,213.00

\$339.15

LABOR Support

\$2,605.92

Time Extension: 45 Days

Well pumps

Subcontractor (Cribital Engineering)

\$5,459.22

LABOR Support

\$4,011.84

Time Extension: 45 Days

Inclusion of weather: (Avg. 12°F cooler)

{	Winter related (Health & Safety delays)	14	calendar
	Winter shutdown of present plant	14	Days
	Winter curing	21	Days
	Regrading (Freeze/thaw cycle)	14	Days

I Inclusion of weather (Feb 22nd, Mon 6th - 8th) 4 Days.Electrical Impact:

Cost (Direct) \$5,040.35 (-to date)

Amount of Impact \$10,029.65

Time Extension 5 days

General:

LABOR Support

\$1,504.44

Interest

\$1,153.00

23' of additional drilling

\$3,760.50

Schedule of values

(163.50/ LF)

Electrical Impact as of March 25, 2003

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Allstate	1	LS	\$1,916.64	\$1,916.64	\$95.83	\$2,012.47
Coordination Drawings	1	LS	\$500.00	\$500.00	\$0.00	\$500.00
Surveyor	1	day	\$1,300.00	\$1,300.00	\$65.00	\$1,365.00
Safety Officer	8	hour	\$72.68	\$581.44	\$0.00	\$581.44
Site Supervisor	8	hour	\$72.68	\$581.44	\$0.00	\$581.44
Total:						\$5,040.35

URS

Facsimile

Date: March 25, 2003 Page 1 of 3

To: Jeff Tind From: Terrill Stannier

Firm: NYSDEC cc:

Facsimile: 518.402.9020

Subject: Franklin Cleaners - Cost Information

Message: See attached

Dollars Total \$33,304.⁰²

Extension Total 162 Calendar Days

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215 857 5000
Fax: 215 857 5454
www.urscorp.com

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03/25/2003 12:19 FAX 973 785 1958

URS WAYNE, NJ

002/003

Flowmeter
Cost difference of meters 1,950.⁰⁰ 2,213.⁰⁰ \$339.¹⁵

LABOR Support \$2,005.⁹²

Time Extension: 45 Days

wall pumps:

Subcontractor (Cited Engineering) \$5,459.²²
LABOR Support \$4,011.⁸⁴

Time Extension: 45 Days

Inclined Weather: (Ave 12°F cooler)

I Winter related (Health & Safety) delays 14 Calendar
Winter shutdown of present plant 14 Days
Winter Current
Regaining (Bridge/Thru cycle) 21 Days
Regaining (Bridge/Thru cycle) 14 Days

II Inclined weather (Feb 20th, Mar 6th 8th) 4 Days

Electrical Impact:

Cost (Direct) \$5040.³⁵ (to date)
Amount of Impact \$10,029.⁶²

Time Extension 5 Days

General:
LABOR Support \$1,504.⁴⁴
Extension \$1,153.⁰⁰
23' of additional drilling \$3,760.⁵⁸
Schedule of Volume (163.58/CF)

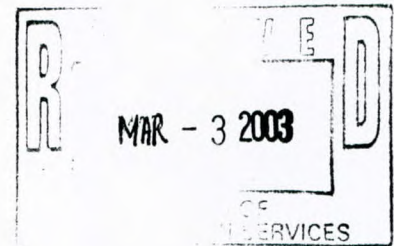
Electrical Impact as of March 25, 2003

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Allstate	1	LS	\$1,916.64	\$1,916.64	\$35.83	\$2,012.47
Coordination Drawings	1	LS	\$500.00	\$500.00	\$0.00	\$500.00
Surveyor	1	day	\$1,300.00	\$1,300.00	\$65.00	\$1,365.00
Safety Officer	8	hour	\$72.68	\$581.44	\$0.00	\$581.44
Site Supervisor	8	hour	\$72.68	\$581.44	\$0.00	\$581.44
Total:						\$5,040.35



February 27, 2003

Mr. Joseph Yavonditte, P.E.
New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 122333-7013



Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Response to Yavonditte Letter Dated February 13, 2003

Dear Mr. Yavonditte:

URS Corporation (URS) has received your letter dated February 13, 2003. In hopes of clarifying issues discussed in your letter, I have addressed each item below in the order you presented them.

- A. In response to the Schedule of Values comments, please note that Section XII – Measurement and Payment, Part C, Item 1, states that *“payment for the items included in this contract shall be for the work actually performed and accepted, and in accordance with the unit prices or lump sum prices contained in the bid sheets...”* The breakout required by the Engineer with respect to the Schedule of Values is not contained in the bid sheets. Additionally, there is no language in the Measurement and Payment section indicating that the Schedule of Values must mirror that section. Thus, URS is not required to submit a Schedule of Values adhering to the level of detail requested by the Engineer. URS bid this opportunity on a fixed-price basis. The schedules that URS has submitted thus far have given the Engineer ample information to facilitate the progress payments without revealing information proprietary to URS.

The Schedule of Values, in particular, Item G11 – *Yard Waste Debris*, has consumed a lot of time and effort due to what we can only conclude is an attempt at damage control on an inadequately scoped element of work. URS has complied with the request for a fifth submittal of the Schedule of Values and expects there will be no further payment delays.

- B. URS has not attempted to “re-engineer” the system. As the required contractual coordination drawings reveal, the treatment system was and remains air stripper technology with carbon polish. Requests have been made by the Engineer for URS to provide total dynamic head (TDH) calculations based on the fact that an “or-equal” stripper was being provided. The inlet to the stripper is essentially at the same height and the TDH is not affected since the liquid flow through the stripper is by gravity. The equipment prior to entering the stripper has been submitted as specified and the piping layout remains identical to the bid documents. In addition, the water handling equipment on the effluent side of the stripper is being supplied as specified and the piping layout remains the same. The Engineer requested information that was not relevant. URS did comply with the TDH calculations as requested and found that the specified pumps do not meet the technical requirements of the contract. URS has submitted a change order for calculations that were completed by a third party, who does not stand to benefit from the outcome of the calculations.

URS Corporation
201 Willowbrook Boulevard
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.0023

C. It is understood that equipment lines of manufactures do change over time and items are discontinued. However, it is unreasonable to shift the responsibility of the non-availability of specified equipment to the contractor. Two examples where this has impacted URS is with the Neptune meter and with the discharge pipe. These items have been addressed in items 1 and 2 below.

1. URS requested an alternate meter / manufacturer be provided in lieu of the specified Neptune high performance turbine, strainer, pulser and remote register. This request was submitted on November 19, 2002 and comments were received from Dvirka and Bartilucci on December 5, 2002. The specified Neptune Pulser-RM is no longer provided by the manufacturer. URS did inform the Engineer that Neptune has a Tricon/S switch pulser available that may perform similarly to the RM model. URS did not make this an "or-equal" submission, it was only an avenue for the Engineer to pursue and advise. Once again, URS did not submit the Tricon/S switch. This is believed to be the equipment inaccurately referenced in your letter.

In addition, it appears you have not been informed that Neptune does not carry a 3-inch turbine meter that will not exceed a 5-inch water column pressure loss at 80 gallons per minute. Therefore, the specified Neptune meter and components do not meet the technical flow meter requirements of the contract. URS has submitted a change order for this error in the specifications. URS submitted the specified equipment and have requested an alternate be provided by the Engineer. No specific supplier, manufacturer, and model have been provided by the Engineer as of the date of this letter as requested on January 14, 2003 and on February 17, 2003. URS is the contractor, not the engineer.

2. The specified SDR 32.5 discharge pipe as manufactured by IPEX, Inc. is not available in the United States. URS submitted a request for information to Dvirka and Bartilucci dated September 12, 2002 regarding this issue. In an effort to be proactive, URS submitted at the time of the request for information SDR 26 pipe as an alternative. The SDR 26 pipe was from the same manufacturer, IPEX, Inc. The SDR 26 pipe has a thicker sidewall exceeding the specifications. There were no useful comments submitted to URS from the engineer regarding preferences of alternates or direction to expedite the process. This pipe has only recently been approved. This has impacted the project, as is the case with other submittal delays, by pushing work into the winter months. URS is currently preparing an analysis of the cost difference of the pipe and impacts to the schedule.

By reviewing the submittal register, the Department will find that URS has submitted specified material and equipment on the majority of the items or has switched to the specified item after the initial review. The point of the specified item is to provide the contractor with an already approved /acceptable item. If the contractor chooses to supply an "or-equal" then the written text of the specification applies as to what the Engineer must evaluate to accept the item as an "equal" to the specified item. This has not been the case on this project. The submittal process has turned into a verification of the design by URS. Information requested outside of manufacturer cut sheets should have been evaluated prior

to specifying items in the contract. Examples of uncompensated requested engineering support are, bearing life analysis of the specified Flygt submersible pumps and TDH calculations of the extraction well pumps.

- D. The General Conditions section, Article 5.27 States that "*Engineer will review and approve or disapprove shop drawings and samples in 14 days.*" The term "day" defined in the contract documents is calendar, not business. URS is currently evaluating the impact as to the delay of reviews by the Engineer.

URS can not stand idly by and allow inaccurate and biased information to influence your decisions on this project. In addition, URS can not permit a learning curve, at URS's expense, to continue. It may be beneficial for all involved if you are personally copied on all technical transmittals / correspondences so that you can develop a more day to day feel for the project. Productive weekly progress meetings may also be necessary to air and resolve issues in a timely manner. These meetings would only be beneficial if items are resolved. The "submit and we will evaluate" approach has clearly not been productive.

Finally, we note that you have forwarded your correspondence to Mr. Eric Brown. Please note that both Eric and myself report to David Hutton; Vice President and Manager of the eastern division of Remediation and Operating Services of URS. Should you feel the need to elevate these issues Mr. Hutton would be the more appropriate route. He can be reached at 774.259.4957.

I can be reached at 973.812.6853 if you would like to further discuss these issues or, desire to meet in attempt to turn this situation around.

Sincerely,



Kenneth Kaufman, P.E.
Office Manager

cc: T. Maher - D&B
D. Hutton - URS
Peggy Pendergast, Esq. - URS,
T. Stammier - URS
K. Sullivan - URS
J. Murphy - AIG

URS

Facsimile

Date: February 17, 2003 Page 1 of: 3

To: Jeff Trad From: Terrill Stammier

Firm: NYSDEC cc:

Facsimile: 518.402.9020

Subject: Franklin Cleaners - Neptune Meter (Second Request)

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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February 17, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

**Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Neptune Meter -
Schedule Impact Change Order Request Number 2**

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting for a second time a flow meter manufacturer / supplier and model be provided meeting the technical requirements outlined in section 15800. The initial request was made on January 14, 2003. URS did not deviate from the specifications and supplied the specified meter. The reference made in your February 12th letter to Section 5.7.1 of the *General Conditions* is for "Or-Equal or Substitute Items." URS did not submit an "Or-Equal" flow meter.

The specification section 15800 is defective in that it specifies equipment that is no longer in production and equipment that could not meet the technical requirements.

This request is for both monetary and schedule impacts. URS has incurred costs with determining that the specified unit is not available and does not meet specification. The cost incurred to date is \$2,005.92 for engineering support as defined in the January 14, 2003 letter.

URS is requesting the 35 days lost on the schedule from the initial notification on January 14, 2003 to the date of this letter. Additionally, as originally outlined in the January 14th letter, URS is requesting 45 days for submittal of the Dvirka and Bartilucci recommended alternate flow meter. This may increase depending on clarification / information requests received after the submittal of the recommended alternate meter.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terri Stammer
Construction Manager

tos/tos

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

FROM : URS Corporation

FAX NO. : 14102870859

Feb. 17 2003 11:31AM P3

URS

cc: Jeff Trad - NYSDEC
Peggy Pendergast, Esq., Legal Counsel
Ken Kaufman - URS
Ken Sullivan - URS
Anne Fung - URS

URS

Facsimile

Date: February 13, 2003 Page 1 of: 2

To: Jeff Trad From: Terrill Stammer

Firm: NYSDEC cc:

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Morris Back Charge

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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February 13, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

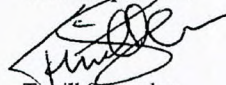
Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Morris Back Charge

Dear Mr. Frank DeVita:

URS Corporation (URS) has received your letter dated February 10, 2003 regarding the back charge of Mr. Morris's time on February 3, 2003. Delta Well Drilling, URS's subcontractor, was mobilizing equipment and materials on that day. The driller did arrive on the site in the afternoon and did drop off equipment and materials as intended. When URS was made aware at noon by Delta that there would be no drilling due to delays on mobilization, Mr. Morris was notified as was he being kept informed throughout the morning of the delays. It appears that the Engineer feels that it has incurred damages. Please forward the damages as soon as possible as these will be flowed down to Delta.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrell Stammler
Construction Manager

tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

URS

Facsimile

Date: February 13, 2003 Page 1 of: 2

To: Jeff Trad From: Terrill Stammler

Firm: NYSDEC cc:

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Concrete Change Clarification

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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February 13, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

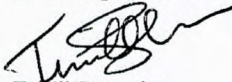
Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Concrete Change Request (Change Order #7) – Response to Comments

Dear Mr. Frank DeVita:

URS Corporation (URS) has received your letter dated February 10, 2003. The comment regarding additional time for preparation is confusing. URS did not request additional time for the procedure described in the letter. Additional time would only be requested if tying reinforcing into the foundation wall was required.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrell Stammer
Construction Manager

tos/tos

cc: Ken Sullivan – URS
Ken Kaufman – URS
Jeff Trad - URS

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

URS

Facsimile

Date: February 13, 2003 Page 1 of: 2

To: Jeff Trad From: Terrill Stammier

Firm: NYSDEC CC:

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Temporary Electric

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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February 13, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Temporary Electrical Power

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting that temporary electrical power be provided at the site. There is currently no power at the site. Per section 01500 temporary electric will be provided by the electrical contractor. In addition, security lighting needs to be provided immediately.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrell Stammler
Construction Manager

tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS

URS

Facsimile

Date: February 13, 2003 Page 1 of: 3

To: Jeff Trad From: Terrill Stammer

Firm: NYSDEC cc:

Facsimile: 518.402.9020

Subject: **Franklin Cleaners – Time Extension Request II**

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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February 13, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Time Extension Request II

Dear Mr. Frank DeVita:

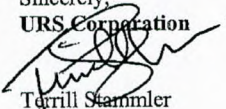
URS Corporation (URS) is requesting a change order for an extension of time on the above referenced contract per Article 10 of the "General Conditions," section 10.2. URS is requesting a nine (9) business day or an eleven (11) day calendar day extension on the substantial completion date. Two calendar days have been added to cover the weekend. Details of this request have been provided below.

1. URS has incurred an impact to schedule associated with the location of the clay layer at ASMW-5. URS has spent 6 days boring / investigating ASMW-5. Both URS and the driller have incurred down time while determinations were made by the Engineer and Department on how to proceed. Section 15451, Groundwater Monitoring Wells, of the specifications does not address that there are two aquifers or the location / sealing of the casing in the clay layer between the two aquifers. URS does realize the importance for the proper installation of the wells and has performed as directed. The State and Engineer have directed additional linear footage in an effort to locate the clay layer between the Upper Glacial aquifer and the Magothy aquifer. URS is requesting a four business day extension for the additional time as outlined above.
2. URS has incurred a schedule impact associated with the repairing of ruts caused by the electrician. Per my letter dated February 3, 2003 URS has notified Dvirka and Bartilucci of a five business day impact. URS is formally requesting the five days incurred to date.

Per your letter dated February 7, 2003 a seven day extension has been approved. The current substantial completion date is March 7th. Approval of this request will make the revised substantial completion date to be March 18th. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,

URS Corporation



Terrill Stammler
Project Manager

tos/tos

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

02/13/03 12:09 FAX 215 657 5454

URS Corporation

003/003

URS

cc: Ken Sullivan - URS
Ken Kaufman - URS
Peggy Pendergast, Esq., Legal Counsel
Jeff Trad - NYSDEC

URS

Facsimile

Date: February 13, 2003 Page 1 of: 2

To: Jeff Trad From: Terrill Stammler

Firm: NYSDEC CC:

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Response to TDH Calculations

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
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February 13, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Request for Information / Change Order #9

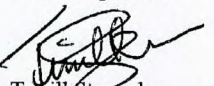
Dear Mr. Frank DeVita:

URS Corporation (URS) has received your letter dated February 4, 2003. In response, URS maintains that the pumps are inadequate. In an effort to be reasonable, URS is prepared to release the calculations for fifty percent of the change order. Once Dvirka and Bartilucci determine that the information is valid they will release the second half of the change order. URS has no reason to provide information that is not pertinent. The calculations were conducted by a third party that has no vested interest in the outcomes of the calculations.

URS has not placed the order in an effort to minimize this potential impact to the State. If URS does not hear a response by Tuesday, February 18th, URS will order the pumps previously submitted.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammer
Construction Manager

tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Ken Sullivan - URS
Anne Fung - URS

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

URS

Facsimile

Date: February 4, 2003

Page 1 of: 3

To: Jeff Trad

From: Terrill Stammer

Firm: NYSDEC

cc: Ken Kaufman

Facsimile: 518.402.9020

Subject: Franklin Cleaners - Request for Information / Change Order Summary

Message: See attached

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
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February 4, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Correspondence Summarization

Dear Mr. Frank DeVita:

URS Corporation (URS) is forwarding the attached spreadsheet indicating the correspondences since the first of the year. This letter serves to be the second request for:

- Time Extension Request – Sent January 8, 2003
- Recommended Alternate Flowmeter Supplier – Sent 14 January 2003
- Aluminum Grating Cost Difference – Sent January 15, 2003
- Concrete Change Request – Sent January 17, 2003
- Recommended Alternate Well Pumps Supplier – Sent January 21, 2003

This letter serves to be the third request for damages caused by the electrical subcontractor.

All of these items have impacts, both monetarily and schedule, to the project. URS is preparing a revised project schedule incorporating the 70 calendar day extension request as well as the 45 days requested for the alternate meter and pumps in the hopes these can be addressed concurrently. The schedule will not include impacts associated with the electrical conduit work as the total impact has not been assessed at this time.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,

URS Corporation

Terrell Stammers
Construction Manager

tos/tos
attachment

cc: Jeff Trad - NYSDEC
Ken Sullivan – URS
Ken Kaufman - URS

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
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Franklin Cleaners
Request for Information / Change Order Tracking

Correspondence Topic	Date	Originator	RFI	Change Order	Value (+/-)	Sch Impact	Finalized	Comments
Material Testing Unit Pricing	3-Jan-03	URS/TOS		X	Unit Prices			Increase in Scope
Material Testing Unit Pricing	16-Jan-03	D&B/FD						Price disagree
Material Testing Unit Pricing	21-Jan-03	URS/TOS						Appeal to Engineer's Decision
Material Testing Unit Pricing	28-Jan-03	D&B/FD					X	Engineer will Test
Material Testing Unit Pricing	30-Jan-03	URS/TOS						Clarifying Notification Time
Time Extension Request	8-Jan-03	URS/TOS		X		70 days		- No Response -
Alternate Flow Meter	14-Jan-03	URS/TOS	X	X	\$2,005.92	45 days		Engineer to supply alternate - No Response -
Aluminum Grating	15-Jan-03	URS/TOS		X	\$1,917.00	2 days		Specification Discrepancy - No Response -
Elect Sub Notice of Impact	16-Jan-03	URS/TOS		X	\$10,029.80	TBD		- No Response -
Notice of Impact - Update	3-Feb-03	URS/TOS		X	"	TBD		Fee for determining Impact
Lack of Payment Notification	17-Jan-03	URS/TOS		X	\$2,657.44	TBD		No Payment for 100 + days
Engineer's Response	29-Jan-03	D&B/TFM		X	"	TBD		Kaufman Faxed /Certified mail
Job Shutdown Notice	3-Feb-03	URS/KK		X	"	TBD		
Concrete Change	17-Jan-03	URS/TOS		X	\$0.00	none		No Cost or Schedule Impact - No Response -
Survey Marker Damage	20-Jan-03	URS/TOS		X	\$2,198.64			
Engineer's Response	28-Jan-03	D&B/FD			(\$2,198.64)		X	URS to protect site - no fence
Well Pumps (TDH)	21-Jan-03	URS/TOS	X	X	\$8,471.06	45 days		Engineer to supply alternate - No Response -
Comments to sub #35	28-Jan-03	URS/TOS						Exposed/unprotected pipe - No Response -
Weekly Schedule Update	3-Feb-03	URS/TOS			N/A	N/A		
Meeting Minutes - Drilling	3-Feb-03	D&B/FD		X	\$0.00	none		No Cost Change
Response to Meeting Minutes	3-Feb-03	URS/TOS		X	"	"		Clarifications by URS

FROM : URS Corporation

FRX NO. : 14102870859

Feb. 04 2003 10:05AM P3



January 21, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Material Testing Unit Pricing

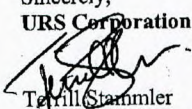
Dear Mr. Frank DeVita:

Per the Supplementary Conditions, section C.1.a, *"The Department will perform the following tests: concrete slump, concrete cylinder, concrete materials, concrete air content, soils density and compaction testing, and paving material tests."* URS was proactive in responding to a verbal request for proposal and responded with pricing that minimized risk exposure to parties involved. The comments in your January 15th letter shifts all responsibility and risk for the above mentioned scope to the contractor, URS. Per the General Conditions of the contract, section 9 - *Changes in Work*, URS is appealing the decision and will not proceed with the referenced work until a mutually agreed upon cost is achieved. The contract does not reinforce Dvirka and Bartilucci's position that URS must accept an increase in scope at a loss.

URS will not further consider this increase in scope without a formal request for proposal and a corresponding scope of services. The proposal will not be considered if it is further relayed that URS is expected to conduct the work free of charge under the guise of overhead and that the engineer will determine when to compensate the contractor. URS requires reimbursement for all units incurred for the above mentioned work regardless of the circumstances.

This issue must be resolved or conducted as was initially intended by the Department immediately. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrell Stammler
Construction Manager

tos/tos

cc: Ken Kaufman - URS
Jeff Trad - NYSDEC

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

URS

Facsimile

Date: January 21, 2003 Page 1 of: 2

To: Jeff Trad From: Terrill Stammler

Firm: NYSDEC cc: Ken Kaufman

Facsimile: 518.402.9020

Subject: Franklin Cleaners – Material Testing Pricing

Message: Jeff -

Attached are comments to the Material Testing Scope increase.

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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January 17, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. I-30-050); NYSDEC Contract No. D004264; Lack of Payment Impact Notification (Change Order #6)

Dear Mr. Frank DeVita:

URS Corporation (URS) is notifying Dvirka and Bartilucci that work will stop if payment is not received by February 6, 2003. URS initially submitted their invoice for work that was completed in compliance with the contract documents and accepted by Dvirka and Bartilucci on October 10, 2002. This invoice covered the period through September 30, 2002. Per section 14.6 of the *General Conditions*, if "department fails for one hundred and twenty days to pay contractor any sum finally determined to be due by department, then contractor may, ... upon seven days written notice to Department and Engineer stop the work until payment for all amounts then due." URS has been paying subcontractors to continue work as called out in the contract without payment from the Department. It is apparent that the "Engineer" has determined that payment is due the "Contractor."

The points below are in response to comments received from Dvirka and Bartilucci on January 15, 2003 referencing submittal Number 7C - Schedule of Values. Dvirka and Bartilucci have decided to hold payment due to:

- A. Relocate pay items - Items of work have been requested to be relocated. None of these items are in the current request for payment.
- B. Continually asking for itemization of a lump sum breakout past the division of work classification defined in (G1 - G12). URS has provided a breakout of each item. No further breakout will be submitted. Contract allows that percentage completes can be applied to payment requests of items that have been agreed are not one-hundred percent (100%) complete.
- C. Providing information as to what estimating manuals equivalent costs are. For example, comment #5 under G2 references the use of Means. Information omitted regarding cost not relayed in your letter that is applicable to "Clearing and Grubbing" are:
 1. What coefficient has been utilized?
 2. Dvirka and Bartilucci is utilizing 2002 cost data from Means Company, Inc. URS submitted their bid in 2001. Is URS eligible to submit for the escalation factor difference between the two years or three years since it is now 2003?
 3. Subcontractor equipment and material delivery charges.
 4. Debris consolidation for load out
 5. Load out of Debris
 6. Debris transportation
 7. Debris disposal

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



8. Coordination of Subcontractors by URS
9. URS on site personnel
- D. Dvirka and Bartilucci have decided to contest a lump sum contract by determining if costs are representative of current market values. URS has previously informed Dvirka and Bartilucci that the pricing of the contract is below market value and have been denied an escalation factor.
- E. Item 3 - Once again current market values were utilized by Dvirka and Bartilucci. URS cost this element of work with 2001 pricing. Dvirka and Bartilucci is contesting the cost URS has associated with the "Yard Waste." Similarly to item "C" of this letter not all of the costs have been accurately accessed by Dvirka and Bartilucci.
- F. Overall, the lump sum amount of the contract is correct as well as the major divisions of work, G1-G12, as itemized in the bid. Items can be adjusted and / or finalized as the project progresses.

URS is requesting immediate payment for the invoice initially submitted on October 10, 2002 and consequently held up by Dvirka and Bartilucci for processing and payment. In addition, URS is requesting the amount of \$2,657.44 in damages associated with the delay of payment. Damages are inclusive of labor spent responding to erroneous comments on the schedule of values and interest on the past due invoice. The breakout for this cost is provided below.

Item	Quantity	Unit	Unit Price	Item Total
Interest on Request for payment #1 (\$99,038.45)	100	day	\$11.53	\$1,153.00
URS Engineer	12	hour	\$125.37	\$1,504.44
Total:				\$2,657.44

Note: Prime interest rate was utilized at 4.25%. Interest was assessed for 100 calendar days to the date of this letter. No interest has been forecasted forward to allow for processing as would have been required if payment would have been processed initially. The amount of \$99,038.45 was utilized to calculate the interest. This is the payable amount to URS minus retainage.

URS is also requesting that the cost of this project be revised to cover "current market values." Pricing for this project was conducted in 2001. It is not reasonable for the Department or its Engineer to evaluate pricing at today's dollar knowing that URS prepared the estimate in 2001 in response to an invitation to bid from the Department. This determination is evident in Dvirka and Bartilucci's letter dated January 15, 2003 referencing in numerous locations "current market values" and URS's comparison to them.

FROM : URS Corporation

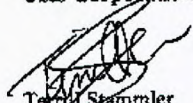
FAX NO. : 14102870859

Jan. 17 2003 11:22AM P4

URS

Please respond to this notice by Tuesday, January 21, 2003. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation


Terry Stammers
Construction Manager

tos/tos

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Anne Fung - URS
Ken Sullivan - URS

URS

Facsimile

Date: January 17, 2003 Page 1 of: 4

To: Jeff Trad From: Terrill Stammler

Firm: NYSDEC cc: Ken Kaufman

Facsimile: 518.402.9020 Ken Sullivan

Subject: Franklin Cleaners - Notice of Impact

Message: Jeff -

Attached is a change order #6 - Lack of Payment Impact Notification

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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URS

Facsimile

Date: January 15, 2003

Page 1 of: 6

To: Frank DeVita

From: Terrill Stammer

Firm: Dvirka and Bartilucci

cc: _____

Facsimile: 516.364.9045

Subject: Franklin Cleaners - Aluminum Grating

Message: Frank

Attached is a change order request for the contract documents discrepancy associated with the aluminum grating.



URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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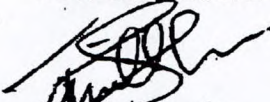
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



The schedule impact for the engineering support required to address Dvirka and Bartilucci's comments is 2 calendar days.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrell Stammler
Project Manager

tos/tos
attachment

cc: Ken Sullivan - URS
Ken Kaufman - URS
Anne Fung - URS



Kevin McGettigan

01/10/2003 05:11 PM

To: Terrill Stammier/Willow Grove/URSCorp
cc: Kenneth Sullivan/Wayne/URSCorp
Subject: Quote for Aluminum Grate

FYI

"Mitchell, John" <JMitchell2@lkgindustries.com>

01/10/2003 05:05 PM

To: "Kevin_McGettigan@urscorp.com" <Kevin_McGettigan@urscorp.com>

cc:

bcc:

Subject: Quote

B-8 ,1-1/2 x 3/16----- \$21.00/SF

B-11, 2-1/4 x 3/16----- \$28.00/SF

Delivered to New Jersey.

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Any questions should be directed to administrator@harsco.com

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the possibility of infection. However we do not guarantee that any

attachments to this email are virus free.

Prevailing Rate Schedule
New York State Department of Labor
-----Case Number-----

0006538
NASSAU

2000A

Helder...To be paid the rate of the mechanic performing the work.

LABORER**WAGES** (per hour)07/01/99-
06/30/0007/01/00-
06/30/0107/01/01-
06/30/02

Building Laborer:
Except Abatement.....
For Abatement See Below

\$ 22.55

\$ 1.38 adtl.

\$ 1.43 adtl

OVERTIME PAY: See (A, E, E2, Q) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 25) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 15.49

Abatement Only.....

07-01-00-
11-30-0012-01-00-
11-30-0112-01-01-
11-30-0212-01-02-
11-30-03

Wages.....\$ 21.45

\$ 1.55 adtl.

\$ 1.00 adtl.

\$ 1.00 adtl.

Supplemental Benefits
(per hour worked).....

\$ 4.00

4-66

LABORER - HEAVY/HIGHWAY

Laborer (Heavy/Highway):

Group # 1: Asphalt Rakers and Formsetters.

Group # 2: Asphalt Shovelers, Roll, Boys and Tamper.

Group # 3: Basic Laborer, Power Tool, Trackmen, Landscape, Pipelayer,
Jackhammer and Concrete.**WAGES** (per hour)6-01-00-
5-31-016-01-01-
5-31-026-01-02-
5-31-03

Heavy/Highway

Laborer:

Group # 1.....

\$ 26.67

\$ 1.45 adtl. \$ 1.50 adtl.

Group # 2.....

26.06

1.42 "

1.47 "

Group # 3.....

24.03

1.35 "

1.40 "

NOTE: PREMIUM PAY 20% on straight time hours for NEW YORK STATE D.O.T
and other GOVERNMENTAL MANDATED off-shift work.

Apprentices: (1) year terms at the following percentages of journeymans
Wage.

1st year.....80%

2nd year.....90%

OVERTIME PAY: See (B, F, E2) on OVERTIME PAGE.

HOLIDAYS:

URS

Facsimile

Date: January 15, 2003

Page 1 of: 6

To: Frank DeVita

From: Terrill Stammler

Firm: Dvirka and Bartilucci

CC: _____

Facsimile: 516.364.9045

Subject: Franklin Cleaners - Aluminum Grating

Message: Frank -

Attached is a change order request for the contract documents discrepancy associated with the aluminum grating.

Post-It® Fax Note 7671		Date	2/12	# of pages	6
To	BT Rad	From	F DeVita		
Co/Dept		Co.			
Phone #		Phone #			
Fax #	318 4029812	Fax #			



URS Corporation
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www.urscorp.com

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January 15, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Aluminum Grate – Submittal Number 41

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting a change order for the cost difference and schedule impact associated with the aluminum grating covering the valve vault within the treatment building. The valve vault cross section on sheet G5 of the contractual drawing shows that the aluminum grate with a depth of 1.5-inches is required. However, URS was required to engineer and provide the grate to meet the load requirements as referenced in section 05532. URS subsequently has submitted to your office that a grate depth of 2.5-inches is required in lieu of the depicted 1.5-inch deep grate. Also, the installation of the heavier panels will require additional manpower for installation. URS is requesting 4 hours of additional site labor for this effort.

In addition, comment number 5 of Dvirka and Bartilucci's December 4th letter addresses plate fasteners for panels 2.5 inches or thicker. Plate fasteners would not have been required for the 1.5-inch aluminum grating. URS will forward the cost for additional engineering and material cost associated with meeting the manufacturer's requirements when this is known.

At this time URS is requesting the material cost difference between the 1.5-inch grate and the 2.5-inch grate (\$7 per square foot), engineering support provided and the additional site labor required to install the grate. Per section 10.7 of the *General Conditions* contained in the contract, URS has applied the allowable markup of 10 percent on material and 15 percent on site labor. The vendor's cost difference for the 2.5-inch thick grate versus the 1.5-inch thick grate has been attached as well as the prevailing rate schedule for building laborer. Cost information has been provided below.

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Aluminum Grate (\$7 per sqft difference)	30	sqft	\$7.00	\$210.00	\$21.00	\$231.00
URS Engineer	12	hour	\$125.37	\$1,504.44	included	\$1,504.44
Site Laborer (prevailing wage)	4	hour	\$39.47	\$157.88	\$23.68	\$181.56
Total:						\$1,917.00

\$23.00


URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



The schedule impact for the engineering support required to address Dvirka and Bartilucci's comments is 2 calendar days.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Patrick Stammeler
Project Manager

tos/tos
attachment

cc: Ken Sullivan - URS
Ken Kaufman - URS
Anne Fung - URS

02/12/2003 10:48 FAX 516 364 9045

01/15/03 13:20 FAX 215 657 5454

URS Corporation

004/006

004



Kevin McGettigan

01/10/2003 05:11 PM

To: Terrill Stammier/WillowGrove/URSCorp
cc: Kenneth Sullivan/Wayne/URSCorp
Subject: Quote for Aluminum Grate

FYI

"Mitchell, John" <JMitchell2@ikgindustries.com>

01/10/2003 05:05 PM

To: "Kevin_McGettigan@urscorp.com" <Kevin_McGettigan@urscorp.com>

cc:

bcc:

Subject: Quote

B-8 ,1-1/2 x 3/16----- \$21.00/SF

B-11, 2-1/4 x 3/16----- \$28.00/SF

Delivered to New Jersey

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Prevailing Rate Schedule

Department of Labor

New York State

Case Number

0006538
NASSAU

2000A

Holder...To be paid the rate of the mechanic performing the work.

LABORER**WAGES** (per hour)07/01/99-
06/30/0007/01/00-
06/30/0107/01/01-
06/30/02Building Laborer:
Except Abatement...
For Abatement See Below

\$ 22.55

\$ 1.38 adtl.

\$ 1.43 adtl.

OVERTIME PAY: See (A, E, E2, Q) on OVERTIME PAGE.**HOLIDAYS:**

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 25) on HOLIDAY PAGE.**SUPPLEMENTAL BENEFITS:** (per hour worked)

\$ 15.49

Abatement Only.....

07-01-00-
11-30-0012-01-00-
11-30-0112-01-01-
11-30-0212-01-02-
11-30-03

Wages.....\$ 21.45

\$ 1.55 adtl.

\$ 1.00 adtl.

\$ 1.00 adtl.

Supplemental Benefits
(per hour worked).....

\$ 4.00

4-66

LABORER - HEAVY/HIGHWAY

Laborer (Heavy/Highway):

Group # 1: Asphalt Rakers and Formsetters.

Group # 2: Asphalt Shovelers, Roll, Boys and Tampers.

Group # 3: Basic Laborer, Power Tool, Trackmen, Landscape, Pipelayer,
Jackhammer and Concrete.**WAGES** (per hour)6-01-00-
5-31-016-01-01-
5-31-026-01-02-
5-31-03

Heavy/Highway

Laborer:

Group # 1.....

\$ 26.67

\$ 1.45 adtl.

\$ 1.50 adtl.

Group # 2.....

26.06

1.42 "

1.47 "

Group # 3.....

24.03

1.35 "

1.40 "

NOTE: PREMIUM PAY 20% on straight time hours for NEW YORK STATE D.O.T
and other GOVERNMENTAL MANDATED off-shift work.Apprentices: (1) year terms at the following percentages of journeymans
Wage.

1st year.....80%

2nd year.....90%

OVERTIME PAY: See (B, F, E2) on OVERTIME PAGE.**HOLIDAYS:**

FROM : URS Corporation

FAX NO. : 14102870859

Jan. 08 2003 10:00AM P2

URS

Post-It® Fax Note 7671		Date <u>1/8</u>	# of pages <u>2</u>
To <u>J. Trail</u>	From <u>B. Helwig</u>		
Co./Dept.	Co.		
Phone #	Phone #		
Fax # <u>518 402 9819</u>	Fax #		



January 8, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Time Extension Request

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting a change order for an extension of time on the above referenced contract per Article 10 of the "General Conditions," section 10.2. URS is requesting a seventy (70) day calendar extension on the substantial completion date of two hundred and seventy (270) calendar days per article 6 of the "Agreement," section 6.1. Details of this request have been provided below.

1. URS is requesting a 7 calendar day extension for the debris load-out. The quantity indicated on the contractual documents was exceeded. A change order for the difference has been previously submitted to your office.
2. URS's original schedule indicated that the construction related work would commence in the fall of 2002. Due to additional information / clarifications requests during the submittal phase, the schedule has been pushed into the winter months. It is difficult to predict actual time for winter related delays. There will be full and partial days lost due to work conditions at the site. URS will be impacted as no production would occur as well as health and safety concerns when working in potentially hazardous site conditions. I have forecasted 14 calendar days will be lost due to inclement weather.
3. As mentioned in the previous point, the need for clarifications pushed the final approval of the dry well until mid December. URS did attempt to proceed with precasting of the dry well after final acceptance of the installation procedure. Approval of the installation procedure was required prior to ordering as it may have affected the design or layout of the structure. Unfortunately, a temporary 2 week holiday shutdown of Coastal Precasting prevented fabrication to commence until the week of January 6, 2003. It was not practical to submit an alternate precaster as more time would have been lost with submittal preparation and subsequent approval. URS is requesting a 14 calendar day extension for this schedule delay.
4. Additionally, with work conducted during winter months, specifically temperatures below 50 degrees Fahrenheit, the concrete specification requires that cure time not be gauged by days, but by the concrete breaks. As required specification section 03300, 50 percent of the 28 day compressive strength must be obtained prior to formwork removal or placement of concrete bearing on

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19080
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

FROM : URS Corporation

FAX NO. : 14102870859

Jan. 08 2003 10:00AM P3



previously placed concrete. URS is requesting a 21 calendar day extension to insure proper curing time of the concrete.

5. Lastly, due to the freeze thaw cycles of the soil, it will not be possible to prepare a final grade and seed until warmer weather. The top one to two inches of soil will thaw to mud and re-freeze at night not permitting a clean grade. Attempts at a final grade will prove useless and only create additional grading work. URS is requesting a 14 calendar day extension to offer the soil the opportunity to thaw and dry out.

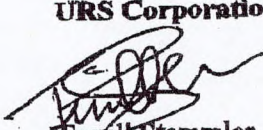
Below is a table summarizing the 70 calendar day extension request.

Activity	Impact
Additional debris load-out	7 Calendar Days
Winter related delays	14 Calendar Days
Winter shutdown of precast plant	14 Calendar Days
Winter concrete curing	21 Calendar Days
Delay of final grading and seeding	14 Calendar Days
Total Days Requested:	70 Calendar Days

Note: The days requested require a linear time line and not that of concurrency. Each point listed above is a critical component of the schedule.

Once this extension has been approved, URS will submit a progress schedule indicating the remaining work to be completed. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammer
Project Manager

tos/tos

cc: Ken Sullivan

URS

From the Austin, Texas Office
Construction Services Department

TO: Jeff Trad	Company: NYSDEC
FAX: 518.402.9819	City/State:
Phone:	Date: May 29, 2003
RE: Dean Builders Group, Inc. Notice of Deiciency / Impact III	Contact Christine Taylor, 512 / 419-6835, if you experience any problems with the transmission of this FAX
# of Pages (including this cover page): -2-	

Post-it® Fax Note 7671

To: Frank DeLita	Date: 5/29/03	# of pages: 2
Co./Dept: DTB	From: Jeff Trad	
Phone #: 516-364-9245	Co: DEC	
Fax #: 516-364-9245	Phone #: 518-402-9814	
	Fax #:	

From the desk of..

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Thanks.

Christine K. Taylor
Procurement Specialist/Construction Service

US Group, Inc
Post Office Box 201088, Austin, TX 78720-108
9400 Amberglen Blvd., Austin, Texas 7872
Internet: christine_taylor@urscorp.com

tel: 512 / 419-6835 fax: 512 / 419-698



807260
CKT-03-05-054

May 28, 2003

Dean Builders Group, Inc.
59-47 Fresh Meadows Lane
Fresh Meadows, NY 11365

Attention: Mr. Robert Joyce
Reference: URS Subcontract Number 759691.US
Subject: Notice of Deficiency / Impact III

Dear Mr. Joyce:

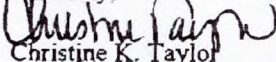
This letter is being sent to your attention to document your telephone conversation with Mr. Terrill Stammeler, May 28, 2003. As understood by Mr. Stammeler, Dean Builders shall provide the following:

- * Appropriate sized crew shall arrive at URS site Thursday, May 29, 2003 in order to complete roof.
- * Overhead door shall be picked up Thursday, May 29, 2003 and brought to the site no later than Friday, May 30, 2003.
- * Welder shall be on-site Friday, May 30, 2003 and overhead door shall be installed on Friday, May 30, 2003.
- * Interior walls shall be painted Friday, May 30, 2003.
- * Detailed Schedule with regard to activity for completion of Project due to URS no later than 12pm (noon), Friday, May 30, 2003.

Because time is of the essence, it is imperative the above tasks be completed no later than the dates shown above. URS has made several attempts to request that Dean Builders Group, Inc. cure the inefficiency of crew coordination. These attempts are documented in letters dated April 3, 2003, April 25, 2003, May 16, 2003 and May 21, 2003. Should the above deadlines fail to be met, URS will have no choice but to terminate the above referenced Subcontract.

Should you require additional information or wish to speak further, please contact me by phone at 512.419.6835, by facsimile at 512.419.6983 or by electronic mail at my Internet address of "christine_taylor@urscorp.com".

Sincerely,



Christine K. Taylor

Procurement Specialist

CC

c: T. Stammeler - URS (215.657.5454 - Fax)
K. Kaufman - URS (973.785.1956 - Fax)
Jeff Trad - NYSDEC (518.402.9819)

(Original to be forwarded via Certified Mail)

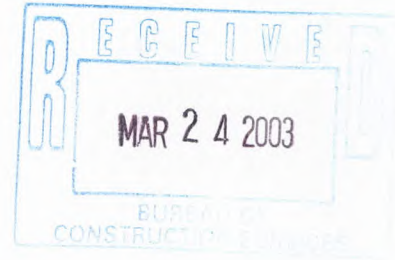
URS Corporation
P.O. Box 201088
Austin, TX 78720-1088
9400 Amberglenn Boulevard
Austin, TX 78729
Tel: 512.454.4797



**Dvirka
and
Bartilucci**

CONSULTING ENGINEERS

330 Crossways Park Drive, Woodbury, New York, 11797-2015
516-364-9890 • 718-460-3634 • Fax: 516-364-9045
e-mail: db-eng@worldnet.att.net



March 20, 2003

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Executive Vice President

Thomas F. Maher, P.E.
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Vice President

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Joseph A. Yavonditte, P.E.
Bureau of Construction Services
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7013

Re: Franklin Cleaners Site
Budget Status and Request for an Increase in Budget
D&B No. 1851

Dear Mr. Yavonditte:

The purpose of this letter is to provide information regarding the budget status for the above-referenced project and to request an increase in budget to complete construction oversight for both the on-site and off-site remediation system.

On-Site System

Based on the progress of work to date and engineering expenditures through February 22, 2003, as well as projected work and expenditures, we anticipate that construction oversight of the on-site remediation system can be completed within the budget provided in the Work Plan dated April 2001, with some adjustment in task budgets (see Table 1) and an increase in budget for Tasks 4, 5 and 6 due to additional QA/QC sampling requested by NYSDEC (\$2,300 labor and \$1,810 expenses), and a 5 percent increase in labor for Tasks 4, 5 and 6 as a result of a 1-year delay in the project.

Off-Site System

As you are aware, there have been extensive difficulties with the construction contractor (URS Corporation) regarding installation of the off-site remediation system, both with regard to compliance with the Contract Documents and construction itself. These difficulties have resulted in an extraordinary amount of engineering time and effort to manage and implement the project. Major difficulties include the following:

Joseph A. Yavonditte, P.E.
Bureau of Construction Services
Division of Environmental Remediation
New York State Department of Environmental Conservation
March 20, 2003

Page Two

1. Multiple submittal revisions beyond the Contract Document requirements. While the Contract makes provision for the original submittal and one revision based on engineering review and comments, submittals by URS typically have required three and four revisions, and up to as many as six, before the submittal could be approved (see Table 2)
2. Extended effort to assist URS in submittal approval in an attempt to keep the project on schedule (e.g., contact with suppliers to provide "or equal" equipment for equipment specified in the Contract Documents, including the flow meter, roll-up door, containment island, etc.).
3. Review of design changes/alternate equipment proposed by URS (e.g., the blower, air stripper and carbon vessel).
4. Submittal of 12 Change Orders to date, most of which have no merit, but have required substantial time to prepare responses.
5. Five meetings with Molloy College to coordinate the project and assist the College, which were not included in the original Work Plan budget.
6. Assumption of responsibility for materials testing, which was not in the original Work Plan budget (\$6,920 for Tectonic Engineering).
7. Poor coordination between URS and subcontractors which has resulted in construction delays and cancellation of work without adequate notification.
8. Difficulty in obtaining approval of submittals has resulted in delay of construction into the winter, which has resulted in an inefficient construction schedule.

Based on the progress of the work to date and engineering expenditures through February 28, 2003, as well as projected work and expenditures, a total of \$68,500 will be required, in addition to the budget submitted in the Work Plan Amendment dated January 2002, to complete construction oversight of the off-site remediation system (see Table 3). As can be seen from the budget status report presented in Table 3, budget increases will be required for submittal review, and geotechnical and concrete testing requested by NYSDEC (\$6,920 subcontractor expenses) and quarterly report preparation. A detailed breakdown of the work remaining as of February 28, 2003, for submittal review has also been provided (see Table 4) for your reference.

Dvirka and Bartilucci


CONSULTING ENGINEERS

Joseph A. Yavonditte, P.E.
Bureau of Construction Services
Division of Environmental Remediation
New York State Department of Environmental Conservation
March 20, 2003

Page Three

If you have any questions with regard to this letter, or require additional information, please do not hesitate to call me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Thomas F. Maher", is written over the typed name.

Thomas F. Maher, P.E.
Vice President

TFM/tam,ajm,ld

Enclosures

cc: Jeffery Trad, NYSDEC
Frank DeVita, D&B

◆1851/TFM03LTR.doc-13(R05)

TABLE 1

BUDGET STATUS REPORT

FRANKLIN CLEANERS ON-SITE REMEDIATION

<u>Task</u>		<u>Budget in April 2001 Work Plan</u>	<u>Expended Thru 2/28/03</u>	<u>Projected 2/28/03 Thru Completion*</u>	<u>Total Estimated Cost</u>	<u>Difference</u>
01 Work Plan Preparation	Labor	\$ 8,928	\$ 6,334	\$ 0	\$ 6,334	\$ 2,594
	Expenses	600	17	0	17	583
02 Submittal Review	Labor	26,033	30,444	12,300	42,744	(16,711)
	Expenses	0	374	326	700	(700)
03 Field Inspection	Labor	74,059	6,234	39,300	45,534	28,525
	Expenses	1,124	139	985	1,124	0
04 QA/QC Sampling**	Labor	13,741	3,510	12,888	16,398	(2,657)
	Expenses	607	9	598	607	0
	Subcontractor	7,425	1,496	7,799	9,295	(1,870)
05 Quarterly Report Preparation**	Labor	11,034	0	11,586	11,586	(552)
	Expenses	0	0	500	500	(500)
06 Closeout Report Preparation**	Labor	13,213	0	13,874	13,874	(661)
	Expenses	<u>700</u>	0	<u>700</u>	<u>700</u>	<u>0</u>
Total		\$157,964***			\$149,913***	\$8,051****

*Without contingencies.

**5% increase in budget due to 1-year delay in construction.

***Inclusive of \$500.00 lump-sum Consumable Supplies Fee {2.11(d)5}.

****Equates to 5.4% contingency.

**TABLE 2
SUBMITTAL REVISIONS**

Submittals provided to date (3/5/03) from URS		Number of resubmissions	Current Status
1	Off-site Facility Permit, Statement of Surety, Intent, Project Desc., Avail. Of Insurance, NYS Unif. Contract. Questionnaire, M/WBE Work Plan	0	Approved
2	Work Plan	0	Approved
3	Progress Schedule	6	Approved as noted
4	Health and Safety Plan	5	Approved
5	Sampling and Analysis Plan	2	Approved as noted
6	Contractor Quality Control Plan	0	Approved
7	Schedule of Values	4	Revise and Resubmit
8	Coordination Drawings	0	
9	Site Layout Plan	3	Approved
10	Qualifications for Liscensed Surveyor	0	Approved as noted
11	Trailer Layout	1	Approved
12	Removal yard watse & debris	3	Approved
13	Fencing	6	Approved
14	Health & Safety documents	0	Approved as noted
15	Geotextile	2	Approved
16	Well driller	1	Approved
17	Vapor Carbon Vessel and Vapor Carbon Header Piping Schematic	2	Approved
18	Signet Influent Flow Sensing System	1	Approved
19	Pressure Blower	2	Approved as noted
20	Final Coordination Drawings and Layout and Installation Drawings	4	Approved as noted
21	Well Permits for EW-2, ASMW-1, ASMW-2, ASMW-3, ASMW-4, & ASMW-5	1	Approved
22	Extraction Well Pump and Pressure Switch	2	Approved as noted
23	CarbonAir Stripper Tray	2	Approved as noted
24	Well Level Sensors	1	Approved
25	Drywell and Drywell Manhole Cover	2	Approved as noted
26	Mini-Float Switch for Valve Vault Sump	1	Approved
27	Resume for URS proposed site manager and associated Health and Safety	1	Approved
28	Portland + masonry cement + masonry sand	2	Approved
29	Select Fill + General Fill	0	Approved as noted
30	Flowmeter	1	Approved as noted
31	Variable frequency drives	2	Approved
32	Discharge underground pipe	3	Approved
33	Pre-Cast concrete Wet Well	5	Approved as noted
34	Sonolastic NP2 Polyurethane Sealant	2	Approved as noted
35	Air flow sensor	3	Approved as noted
36	Spears SCH 80 PVC Pipes and fittings for proces equipment	1	Approved as noted
37	Reinforcing Steel Plan, Cast-In Place Valve Vault Details, Concrete Manufacturer	3	Approved as noted
38	Hilti Kwik Bolt II Expansion Anchors	1	Approved as noted
39	Disposal receipts Yard Waste	0	Received But No Action Taken
40	Masonry accessories	1	Approved
41	Aluminum grating sample	1	Approved as noted
42	Masonry concrete accessories	1	Approved
43	Loose fill insulation	2	Approved
44	Health & safety Documentation Delta Well and Pump	2	Approved
45	Hand operated Hoist	2	Approved
46	Containment Island	2	Approved
47	Submersible Pumps	1	Approved
48	Control panel	2	Approved as noted
49	Rigid insulation	1	Approved
50	Flygt - Submersible pumps	1	Approved

**TABLE 2
SUBMITTAL REVISIONS**

51	Flygt - Submersible pumps controls	2	Approved as noted
52	Asphalt shingles	2	Approved as noted
53	Butterfly valve	1	Approved
54	Bimetal thermometer	0	Approved
55	Soffit and Facias	1	Approved
56	Waterproofing & Flashing	0	Approved as noted
57	Centrifugal Van	1	Approved
58	Initial site Survey	1	Approved as noted
59	Well head Assembly	1	Approved as noted
60	Roof truss design	1	Approved as noted
61	Ductile iron pipe	0	Revise and Resubmit
62	"No Submittal"	--	--
63	TNEMEC Epoxy Coating	0	Revise and Resubmit
64	Roll up door	0	Revise and Resubmit
65	Steel Door	0	Approved as noted
66	SDR 26 Influent Pipe	1	Approved as noted

TABLE 3

BUDGET STATUS REPORT

FRANKLIN CLEANERS OFF-SITE REMEDIATION

<u>Task</u>		<u>Budget January 2002 Work Plan Amendment</u>	<u>Expended Thru 2/28/03</u>	<u>Projected 2/28/03 Thru Completion*</u>	<u>Total Estimated Cost</u>	<u>Difference</u>	
01	Work Plan Preparation	Labor Expenses	\$ 6,543 0	\$ 3,088 0	\$ 2,000 0	\$ 5,088 0	\$ 1,455 0
02	Submittal Review	Labor Expenses	59,891 0	100,492 374	27,900 426	128,392 700	(68,501) (700)
03	Field Inspection	Labor Expenses Subcontractor	130,722 2,119 0	39,802 139 0	84,000 1,979 6,920	123,802 2,119 6,920	6,920 0 (6,920)
04	QA/QC Sampling	Labor Expenses Subcontractor	18,947 1,144 2,210	0 9 0	18,947 1,135 2,210	18,947 1,144 2,210	0 0 0
05	Quarterly Report Preparation	Labor Expenses	14,854 0	0 0	14,854 500	14,854 500	0 (500)
06	Closeout Report Preparation	Labor Expenses	19,080 700	0 0	19,080 700	19,080 700	0 0
Total			\$256,710**			\$324,956**	(\$68,246)

*Without contingencies.

**Inclusive of \$500.00 lump-sum Consumable Supplies Fee {2.11(d)5}.

TABLE 4

Task 2B - Review of Contractor's Submittals (Work Remaining)	Employee Initials, NSPE Level, NSPE Rate and Associated Hours									
	T.M. Level IX \$67.52	F.D. Level II \$23.36	M.W. Level V \$35.11	M.N. Level VI \$41.78	R.O. Level V \$35.11	R.H. Level III \$26.91	E.P. VIII \$59.68	J.B. VIII \$59.68	L.D. Level I \$18.36	G.P. Level II \$23.36
New Submittals										
- Testing of equipment and starting of system	2	4	8			8			0.4	0.4
- System operation, maintenance and monitoring	1	8	8			8			0.4	0.4
- Project record documents		16		8	4	40			0.4	0.4
- Operation and maintenance data	1	4	4	4		8			0.4	0.4
- Seeding		2				4			0.4	0.4
- Planting		2				4			0.4	0.4
- Maintenance of traffic		2				4			0.4	0.4
- Structural steel		2			4				0.4	0.4
- Misc. metal fabrications		2			4				0.4	0.4
- Rough carpentry		2			4	8			0.4	0.4
- Epoxy resin coating		2							0.4	0.4
- Pipe hangers and supports		2			4				0.4	0.4
- Wall pipe floor pipes, and pipe sleeves		2			2		4		0.4	0.4
- Extraction wells		2					4		0.4	0.4
- Groundwater monitoring wells		2							0.4	0.4
- Instrumentation Cable		2		2					0.4	0.4
- Grounding system		2		2					0.4	0.4
- Alarm System		2		8					0.4	0.4
- Control Stations		2		2					0.4	0.4
- Louver		2							0.4	0.4
Submittals Stamped Revise and Resubmit										
- Schedule of Values	2	2							0.4	0.4
- Ductile iron pipe, fittings and specials		2							0.4	0.4
- Painting		2							0.4	0.4
- Roll-up door		2				2			0.4	0.4
- Electric Unit Heater		2		2					0.4	0.4
Submittals stamped approved as noted										
- Revised Progress schedule	2	8							0.2	0.2
- Pressure blower		1							0.4	0.4
- Coordination drawings		4		2	2				0.4	0.4
- Extraction well pumps (pump tests results)		1						2	0.4	0.4
- Carbonair tray stripper		1							0.4	0.4
- Flow meter		1						1	0.4	0.4
- Precast flow meter vault and well vault		1			1				0.4	0.4
- Sonoplastic NP2 polyurethane sealant		1							0.4	0.4
- Pressure indicators		1						1	0.4	0.4
- Spears SCH80 PVC pipes		1						1	0.4	0.4
- Aluminum grating		1							0.4	0.4
- Castings		1							0.4	0.4
- Submersible pumps (life bearing calculations)		1						2	0.4	0.4
- Flygt Control - test procedures		1		2					0.4	0.4
- Butterfly valve between air stripper and blower		1							0.4	0.4
- Waterproofing & Flashing		1							0.4	0.4
- Initial Site Survey		1							0.4	0.4
- Well head assembly		2							0.4	0.4
- Steel door, steel frame and hardware		2							0.4	0.4
- SDR 26 - influent pipe		1							0.2	0.2
- Lightning Protection System		1		1					0.4	0.4
Labor Subtotal (Direct Salary)	\$540.16	\$2,499.52	\$702.20	\$1,378.74	\$877.75	\$2,314.26	\$477.44	\$417.76	\$330.48	\$420.48
Indirect Cost (1.583)	\$855.07	\$3,956.74	\$1,111.58	\$2,182.55	\$1,389.48	\$3,663.47	\$755.79	\$661.31	\$523.15	\$665.62
Profit (0.084)	\$117.20	\$542.33	\$152.36	\$299.15	\$190.45	\$502.13	\$103.59	\$90.64	\$71.70	\$91.23
Employee Total	\$1,512.43	\$6,998.59	\$1,966.14	\$3,860.43	\$2,457.68	\$6,479.86	\$1,336.82	\$1,169.72	\$925.33	\$1,177.33
Total for Task 03B	\$27,884.33									



**Dvirka
and
Bartilucci**
CONSULTING ENGINEERS

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

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

DATE: 1/19/03COMPANY NAME: NYS DECATTENTION: J. TrachFAX NO.: 518 402 3819FROM: F. DeVita / R. HelwigSUBJECT: FranklinJOB#: 1851NO. OF PAGES: 15

(including cover sheet)

MESSAGE: For your record.

THANK YOU: _____

FROM : URS Corporation

FAX NO. : 14102870659

Jan. 08 2003 10:00AM P2



January 8, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Time Extension Request

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting a change order for an extension of time on the above referenced contract per Article 10 of the "General Conditions," section 10.2. URS is requesting a seventy (70) day calendar extension on the substantial completion date of two hundred and seventy (270) calendar days per article 6 of the "Agreement," section 6.1. Details of this request have been provided below.

1. URS is requesting a 7 calendar day extension for the debris load-out. The quantity indicated on the contractual documents was exceeded. A change order for the difference has been previously submitted to your office.
2. URS's original schedule indicated that the construction related work would commence in the fall of 2002. Due to additional information / clarifications requests during the submittal phase, the schedule has been pushed into the winter months. It is difficult to predict actual time for winter related delays. There will be full and partial days lost due to work conditions at the site. URS will be impacted as no production would occur as well as health and safety concerns when working in potentially hazardous site conditions. I have forecasted 14 calendar days will be lost due to inclement weather.
3. As mentioned in the previous point, the need for clarifications pushed the final approval of the dry well until mid December. URS did attempt to proceed with precasting of the dry well after final acceptance of the installation procedure. Approval of the installation procedure was required prior to ordering as it may have affected the design or layout of the structure. Unfortunately, a temporary 2 week holiday shutdown of Coastal Precasting prevented fabrication to commence until the week of January 6, 2003. It was not practical to submit an alternate precaster as more time would have been lost with submittal preparation and subsequent approval. URS is requesting a 14 calendar day extension for this schedule delay.
4. Additionally, with work conducted during winter months, specifically temperatures below 50 degrees Fahrenheit, the concrete specification requires that cure time not be gauged by days, but by the concrete breaks. As required specification section 03300, 50 percent of the 28 day compressive strength must be obtained prior to formwork removal or placement of concrete bearing on

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.3000
Fax: 215.657.5000
www.urscorp.com

FROM: URS Corporation

FAX NO. : 14102870859

Jan. 08 2003 10:00AM P3



previously placed concrete. URS is requesting a 21 calendar day extension to insure proper curing time of the concrete.

5. Lastly, due to the freeze thaw cycles of the soil, it will not be possible to prepare a final grade and seed until warmer weather. The top one to two inches of soil will thaw to mud and re-freeze at night not permitting a clean grade. Attempts at a final grade will prove useless and only create additional grading work. URS is requesting a 14 calendar day extension to offer the soil the opportunity to thaw and dry out.

Below is a table summarizing the 70 calendar day extension request.

Activity	Impact
Additional debris load-out	7 Calendar Days
Winter related delays	14 Calendar Days
Winter shutdown of precast plant	14 Calendar Days
Winter concrete curing	21 Calendar Days
Delay of final grading and seeding	14 Calendar Days
Total Days Requested:	70 Calendar Days

Note: The days requested require a linear time line and not that of concurrency. Each point listed above is a critical component of the schedule.

Once this extension has been approved, URS will submit a progress schedule indicating the remaining work to be completed. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammer
Project Manager

tos/tos

cc: Ken Sullivan



January 14, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Neptune Meter –
Submittal Number 30A

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting an alternate meter / manufacturer be provided in lieu of the specified Neptune high performance turbine, strainer, pulser and remote register as submitted on November 19, 2002 and comments received from Dvirka and Bartilucci on December 5, 2002. Reasons for the request are provided below:

- Similarly?*
- A. The specified Neptune Pulser-RM is no longer provided by the manufacturer. Neptune has a Tricon/S switch pulse available, that may perform similarly to the RM model. This information was relayed during availability inquiry once the approved as noted (ASN) stamp was received from Dvirka and Bartilucci.
 - B. The manufacturer's representative has informed URS that Neptune does not carry a 3-inch turbine meter that will not exceed a 5-inch water column pressure loss at 80 gallons per minute.

Also, in the comments for the flow meter submittal number 30A, Dvirka and Bartilucci has requested a pressure loss calculation for the entire treatment system. As it pertains to the flow meter, the submersible pumps and to the discharge point. URS will not be providing these calculation as the specified pumps, flow meter are being supplied and there has been no piping configuration change to the contract documents. If requested, URS will provide an estimate for preparing the pressure loss calculation.

In addition, URS is requesting a change order for the engineering support associated with the specified Neptune meter outlined in Section 15800. This request is for both monetary and schedule impacts. URS has incurred costs with determining that the specified unit is not available and does not meet specification.

Item	Quantity	Unit	Unit Price	Item Total
URS Engineer	16	Hour	\$125.37	\$2,005.92
Total:				\$2,005.92

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
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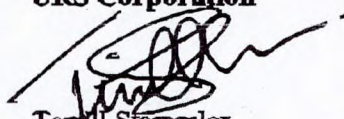


Note: URS will provide an estimate to Dvirka and Bartilucci for the costs associated with the recommended alternate flow meter. This may result in a credit or request for additional funding based on the information provided by the manufacturer.

The schedule impact for re-submittal of Dvirka and Bartilucci's alternate flow meter is 45 calendar days. This may increase depending on clarification / information requests received after the submittal of the recommended alternate meter.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrell Stammer
Project Manager

tos/tos

cc: Ken Sullivan - URS
Ken Kaufman - URS
Anne Fung - URS

URS**Facsimile**Date: January 15, 2003Page 1 of: 6To: Frank DeVitaFrom: Terrill StammlerFirm: Dvirka and Bartilucci

cc: _____

Facsimile: 516.364.9045Subject: Franklin Cleaners - Aluminum Grating

Message: Frank -

Attached is a change order request for the contract documents discrepancy associated with the aluminum grating.

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5454
www.urscorp.com

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January 15, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Aluminum Grate - Submittal Number 41

Dear Mr. Frank DeVita:

URS Corporation (URS) is requesting a change order for the cost difference and schedule impact associated with the aluminum grating covering the valve vault within the treatment building. The valve vault cross section on sheet G5 of the contractual drawing shows that the aluminum grate with a depth of 1.5-inches is required. However, URS was required to engineer and provide the grate to meet the load requirements as referenced in section 05532. URS subsequently has submitted to your office that a grate depth of 2.5-inches is required in lieu of the depicted 1.5-inch deep grate. Also, the installation of the heavier panels will require additional manpower for installation. URS is requesting 4 hours of additional site labor for this effort.

In addition, comment number 5 of Dvirka and Bartilucci's December 4th letter addresses plate fasteners for panels 2.5 inches or thicker. Plate fasteners would not have been required for the 1.5-inch aluminum grating. URS will forward the cost for additional engineering and material cost associated with meeting the manufacturer's requirements when this is known.

At this time URS is requesting the material cost difference between the 1.5-inch grate and the 2.5-inch grate (\$7 per square foot), engineering support provided and the additional site labor required to install the grate. Per section 10.7 of the *General Conditions* contained in the contract, URS has applied the allowable markup of 10 percent on material and 15 percent on site labor. The vendor's cost difference for the 2.5-inch thick grate versus the 1.5-inch thick grate has been attached as well as the prevailing rate schedule for building laborer. Cost information has been provided below.

Item	Quantity	Unit	Unit Price	Direct Cost	Contractor's Fee	Item Total
Aluminum Grate (\$7 per sqft difference)	30	sqft	\$7.00	\$210.00	\$21.00	\$231.00
URS Engineer	12	hour	\$125.37	\$1,504.44	included	\$1,504.44
Site Laborer (prevailing wage)	4	hour	\$39.47	\$157.88	\$23.68	\$181.56
Total:						\$1,917.00

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com



The schedule impact for the engineering support required to address Dvirka and Bartilucci's comments is 2 calendar days.

I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammler
Project Manager

tos/tos
attachment

cc: Ken Sullivan - URS
Ken Kaufman - URS
Anne Fung - URS

01/17/2003 12:06 FAX 516 364 9045

009

01/15/03 13:20 FAX 215 657 5454

URS Corporation

004



Kevin McGettigan

01/10/2003 05:11 PM

To: Terrill Stammier/WillowGrove/URSCorp

cc: Kenneth Sullivan/Wayne/URSCorp

Subject: Quote for Aluminum Grate

FYI

"Mitchell, John" <JMitchell2@lkgindustries.com>

01/10/2003 05:05 PM

To: "Kevin_McGettigan@urscorp.com" <Kevin_McGettigan@urscorp.com>

cc:

bcc:

Subject: Quote

B-8 ,1-1/2 x 3/16----- \$21.00/SF

B-11, 2-1/4 x 3/16----- \$28.00/SF

Delivered to New Jersey

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Prevailing Rate Schedule
 New York State ----- Case Number -----
 0006538
 NASSAU ----- 2000A
 Welder...To be paid the rate of the mechanic performing the work.

LABORER

WAGES (per hour)

07/01/99-
06/30/0007/01/00-
06/30/0107/01/01-
06/30/02

Building Laborer:
 Except Abatement.....
 For Abatement See Below

\$ 22.55

\$ 1.38 adtl.

\$ 1.43 adtl

OVERTIME PAY: See (A, E, E2, Q) on OVERTIME PAGE.

HOLIDAYS:

PAID: See (1) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 25) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 15.49

Abatement Only.....

07-01-00-
11-30-0012-01-00-
11-30-0112-01-01-
11-30-0212-01-02-
11-30-03

Wages.....\$ 21.45

\$ 1.55 adtl.

\$ 1.00 adtl.

\$ 1.00 adtl.

Supplemental Benefits
 (per hour worked).....\$ 4.00

4-66

LABORER - HEAVY/HIGHWAY

Laborer (Heavy/Highway):

Group # 1: Asphalt Rakers and Formsetters.

Group # 2: Asphalt Shovelers, Roll, Boys and Tampers.

Group # 3: Basic Laborer, Power Tool, Trackmen, Landscape, Pipelayer, Jackhammer and Concrete.

WAGES (per hour)

6-01-00-
5-31-016-01-01-
5-31-026-01-02-
5-31-03

Heavy/Highway

Laborer:

Group # 1.....

\$ 26.67

\$ 1.45 adtl. \$ 1.50 adtl.

Group # 2.....

26.06

1.42 "

1.47 "

Group # 3.....

24.03

1.35 "

1.40 "

NOTE: PREMIUM PAY 20% on straight time hours for NEW YORK STATE D.O.T
 and other GOVERNMENTAL MANDATED off-shift work.

Apprentices: (1) year terms at the following percentages of journeymans
 wage.

1st year.....80%

2nd year.....90%

OVERTIME PAY: See (B, F, E2) on OVERTIME PAGE.

HOLIDAYS:

FROM : URS Corporation

FAX NO. : 14102870859

Jan. 16 2003 10:28AM P1

URS**Facsimile**Date: January 16, 2003Page 1 of: 4To: Frank DeVitaFrom: Terrill StammerFirm: Dvirka and Bartiluccicc: Ken KaufmanFacsimile: 516.364.9045Ken SullivanSubject: Franklin Cleaners - Notice of Impact

Message: Frank -

Attached is a change order #5 - Electrical Subcontractor's Notice of Impact

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.6454
www.urscorp.com

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FROM : URS Corporation

FAX NO. : 14102870859

Jan. 16 2003 10:20AM P2



January 16, 2003

Dvirka and Bartilucci
330 Crossways Park Drive
Woodbury, New York 11797-2015

Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Electrical Subcontractor Notice of Impact (Change Order #5)

Dear Mr. Frank DeVita:

URS Corporation (URS) is notifying Dvirka and Bartilucci that the electrical work conducted on the site has impacted URS. This letter serves to provide written notification of our conversation on January 14, 2003 verbally notifying you that damages have been incurred to URS by the electrical subcontractor, J.K. Electrical. The extent of which was not known at that time. Your response that URS held up the electrical installation work due to the piping submittal is not accurate. The specified SDR 32.5 as manufactured by IPEX, Inc. is not available in the United States (see attached request for information from URS to Dvirka and Bartilucci dated September 12, 2002). In an effort to be proactive, URS submitted at the time of the request for information SDR 26 pipe as an alternative to the none available specified pipe from the same manufacturer, IPEX, Inc. The SDR 26 pipe has a thicker sidewall exceeding the specifications. Final approval still has not been received. Submittals also needed to be finalized on fill material, a material tester needed to be identified, and proctor tests needed to be accomplished for conducting the compaction testing. These items, plus other related items, needed to be approved prior to installing the force main and concurrently the electrical conduit. Primarily, there are four areas that have impacted URS. The four areas have been individually addressed below.

1. The repair of ruts caused by the electrical subcontractor. This has caused URS to spend additional money on equipment, material and labor to rectify.
2. Final site grading and seeding. - URS cleared a 12' path in a manner that limited disturbance to the property owned by the Department of Parks. Care was taken to be un-intrusive and to avoid as many trees as possible. URS had no intention of disturbing the entire 12' span of cleared area. Initial inspection has determined that the trenching for installing the conduits has increased URS's area of restoration by at least one-third.
3. Adherence to contract documents - URS is requesting supporting documentation be provided that the work was conducted in accordance with the plans and specifications. It is vital that the level of quality and controls placed on this project be consistent with all contractors. Elements of work that need to be relayed verifying adherence to the contract documents are:
 - A. Surveying documentation - depth of excavation, depth of conduits, location of pull boxes
 - B. Bedding material / Fill utilized - (type / approvals)
 - C. Compaction test results of fill material (95%)
 - D. Location of displaced material
 - E. Final restoration (placement of topsoil, soil amendments as required, seeding)

URS Corporation
2325 Maryland Road, 2nd Floor
Willow Grove, PA 19090
Tel: 215.657.5000
Fax: 215.657.5000
www.urscorp.com

FROM : URS Corporation

FAX NO. : 14102870859

Jan. 16 2003 10:21AM P3

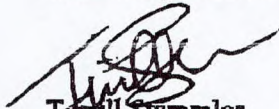


4. Revisions to coordination drawings - Additional time was spent by URS coordinating the drawings with the work conducted by J.K. Electrical. URS needs confirmation that the information relayed by J.K. Electrical is accurate.

At this time URS is notifying Dvirka and Bartilucci that damages have been incurred. The full extent both with monetary and schedule impacts is not known. URS is requesting with this change order \$10,029.60 to evaluate the impacts to URS. This sum is comprised of 80 hours of engineer at \$125.37 per hour. Each area above will be evaluated and submitted on an individual bases.

Please respond to this notice by Monday January 20, 2003. I can be reached at 215.830.2056 or 410.287.0859 with any questions.

Sincerely,
URS Corporation



Terrill Stammer
Construction Manager

tos/tos
attachment

cc: Jeff Trad - NYSDEC
Ken Kaufman - URS
Anne Fung - URS
Ken Sullivan - URS

FROM : URS Corporation

FAX NO. : 14102870859
1-15-J 1:51PM : WAYNE, NEW JERSEY-

Jan. 16 2003 10:21AM P4

14102870859:# 1/ 0

REQUEST FOR INFORMATION

PROJECT NAME : Franklin Cleaners Site	RFI NO: 008 CONTRACT NO: D004264
DATE: September 12, 2002	URS INT'L PROJECT NO: 807260

TO: Frank DeVita LOCATION: Dvirka & Bartilucci
FROM: Anne H. Fung LOCATION: URS Corporation, Wayne NJ

INFORMATION REQUESTED: IPEX PVC Pipe SDR 32.5

Per the manufacturer, IPEX, the SDR 32.5 PVC pipe is not available or sold in the United States. It is only available in the northwestern section of Canada. For some reason, per IPEX it cannot be exported to the USA or the northeast section of Canada.

URS will be getting a letter from IPEX. However, to save time, we wanted to submit this RFI for your review. Options available are IPEX PVC pipe SDR 26. Wall thickness for the SDR 26 is 0.135 inch vs 0.108 inch for SDR 32.5 for a 3-inch pipe.

SDR 26 is readily available, however cost will be higher.

Please review and advise if D&B would like to explore other types of pipes (e.g HDPE, etc..)

PREPARED BY: Anne Fung (URS) DATE: 9/12/02

ESTIMATED COST: ☐ NONE ANTICIPATED

Option:
IPEX PVC SDR 26 - Extra cost could be \$1500-\$2000

SCHEDULE IMPACT: ☐ NONE ANTICIPATED

URS was planning to start the installation of portions of the discharge pipe so that IK Electric can install the necessary underground conduits.

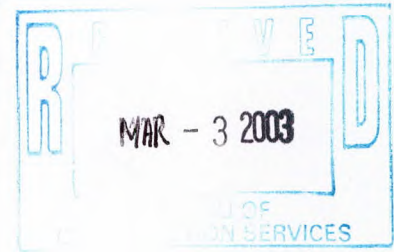
PREPARED BY: Anne Fung (URS) DATE: 9/12/02

Copies: Jeff Trud - NYSDEC; Ken Sullivan, Anne Fung and 807260 RFI File.



February 27, 2003

Mr. Joseph Yavonditte, P.E.
New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 122333-7013



Re: Franklin Cleaners (Site No. 1-30-050); NYSDEC Contract No. D004264; Response to Yavonditte Letter Dated February 13, 2003

Dear Mr. Yavonditte:

URS Corporation (URS) has received your letter dated February 13, 2003. In hopes of clarifying issues discussed in your letter, I have addressed each item below in the order you presented them.

- A. In response to the Schedule of Values comments, please note that Section XII – Measurement and Payment, Part C, Item 1, states that *“payment for the items included in this contract shall be for the work actually performed and accepted, and in accordance with the unit prices or lump sum prices contained in the bid sheets...”* The breakout required by the Engineer with respect to the Schedule of Values is not contained in the bid sheets. Additionally, there is no language in the Measurement and Payment section indicating that the Schedule of Values must mirror that section. Thus, URS is not required to submit a Schedule of Values adhering to the level of detail requested by the Engineer. URS bid this opportunity on a fixed-price basis. The schedules that URS has submitted thus far have given the Engineer ample information to facilitate the progress payments without revealing information proprietary to URS.

The Schedule of Values, in particular, Item G11 – *Yard Waste Debris*, has consumed a lot of time and effort due to what we can only conclude is an attempt at damage control on an inadequately scoped element of work. URS has complied with the request for a fifth submittal of the Schedule of Values and expects there will be no further payment delays.

- B. URS has not attempted to “re-engineer” the system. As the required contractual coordination drawings reveal, the treatment system was and remains air stripper technology with carbon polish. Requests have been made by the Engineer for URS to provide total dynamic head (TDH) calculations based on the fact that an “or-equal” stripper was being provided. The inlet to the stripper is essentially at the same height and the TDH is not affected since the liquid flow through the stripper is by gravity. The equipment prior to entering the stripper has been submitted as specified and the piping layout remains identical to the bid documents. In addition, the water handling equipment on the effluent side of the stripper is being supplied as specified and the piping layout remains the same. The Engineer requested information that was not relevant. URS did comply with the TDH calculations as requested and found that the specified pumps do not meet the technical requirements of the contract. URS has submitted a change order for calculations that were completed by a third party, who does not stand to benefit from the outcome of the calculations.

URS Corporation
201 Willowbrook Boulevard
P.O. Box 290
Wayne, NJ 07474-0290
Tel: 973.785.0700
Fax: 973.785.0023

- C. It is understood that equipment lines of manufactures do change over time and items are discontinued. However, it is unreasonable to shift the responsibility of the non-availability of specified equipment to the contractor. Two examples where this has impacted URS is with the Neptune meter and with the discharge pipe. These items have been addressed in items 1 and 2 below.

1. URS requested an alternate meter / manufacturer be provided in lieu of the specified Neptune high performance turbine, strainer, pulser and remote register. This request was submitted on November 19, 2002 and comments were received from Dvirka and Bartilucci on December 5, 2002. The specified Neptune Pulser-RM is no longer provided by the manufacturer. URS did inform the Engineer that Neptune has a Tricon/S switch pulser available that may perform similarly to the RM model. URS did not make this an "or-equal" submission, it was only an avenue for the Engineer to pursue and advise. Once again, URS did not submit the Tricon/S switch. This is believed to be the equipment inaccurately referenced in your letter.

In addition, it appears you have not been informed that Neptune does not carry a 3-inch turbine meter that will not exceed a 5-inch water column pressure loss at 80 gallons per minute. Therefore, the specified Neptune meter and components do not meet the technical flow meter requirements of the contract. URS has submitted a change order for this error in the specifications. URS submitted the specified equipment and have requested an alternate be provided by the Engineer. No specific supplier, manufacturer, and model have been provided by the Engineer as of the date of this letter as requested on January 14, 2003 and on February 17, 2003. URS is the contractor, not the engineer.

2. The specified SDR 32.5 discharge pipe as manufactured by IPEX, Inc. is not available in the United States. URS submitted a request for information to Dvirka and Bartilucci dated September 12, 2002 regarding this issue. In an effort to be proactive, URS submitted at the time of the request for information SDR 26 pipe as an alternative. The SDR 26 pipe was from the same manufacturer, IPEX, Inc. The SDR 26 pipe has a thicker sidewall exceeding the specifications. There were no useful comments submitted to URS from the engineer regarding preferences of alternates or direction to expedite the process. This pipe has only recently been approved. This has impacted the project, as is the case with other submittal delays, by pushing work into the winter months. URS is currently preparing an analysis of the cost difference of the pipe and impacts to the schedule.

By reviewing the submittal register, the Department will find that URS has submitted specified material and equipment on the majority of the items or has switched to the specified item after the initial review. The point of the specified item is to provide the contractor with an already approved /acceptable item. If the contractor chooses to supply an "or-equal" then the written text of the specification applies as to what the Engineer must evaluate to accept the item as an "equal" to the specified item. This has not been the case on this project. The submittal process has turned into a verification of the design by URS. Information requested outside of manufacturer cut sheets should have been evaluated prior

to specifying items in the contract. Examples of uncompensated requested engineering support are, bearing life analysis of the specified Flygt submersible pumps and TDH calculations of the extraction well pumps.

- D. The General Conditions section, Article 5.27 States that "*Engineer will review and approve or disapprove shop drawings and samples in 14 days.*" The term "day" defined in the contract documents is calendar, not business. URS is currently evaluating the impact as to the delay of reviews by the Engineer.

URS can not stand idly by and allow inaccurate and biased information to influence your decisions on this project. In addition, URS can not permit a learning curve, at URS's expense, to continue. It may be beneficial for all involved if you are personally copied on all technical transmittals / correspondences so that you can develop a more day to day feel for the project. Productive weekly progress meetings may also be necessary to air and resolve issues in a timely manner. These meetings would only be beneficial if items are resolved. The "submit and we will evaluate" approach has clearly not been productive.

Finally, we note that you have forwarded your correspondence to Mr. Eric Brown. Please note that both Eric and myself report to David Hutton; Vice President and Manager of the eastern division of Remediation and Operating Services of URS. Should you feel the need to elevate these issues Mr. Hutton would be the more appropriate route. He can be reached at 774.259.4957.

I can be reached at 973.812.6853 if you would like to further discuss these issues or, desire to meet in attempt to turn this situation around.

Sincerely,



Kenneth Kaufman, P.E.
Office Manager

cc: T. Maher - D&B
D. Hutton - URS
Peggy Pendergast, Esq. - URS,
T. Stammler - URS
K. Sullivan - URS
J. Murphy - AIG



**Dvirka
and
Bartilucci**

CONSULTING ENGINEERS

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MAR - 9 2001

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Michael Neuberger, P.E.
Brian M. Veith, P.E.
Charles J. Wachsmuth, P.E.

March 5, 2001

Brian P. Frank
New York State Department of
Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road
Albany, NY 12233-7010

Re: Franklin Cleaners Site (Site No. 1-30-050)
Work Assignment No. D003600-21
D&B No. 1851-1

Dear Mr. Frank:

Enclosed please find six (6) copies of the remedial construction inspection work plan for the referenced work assignment at the Franklin Cleaners Site. By copy of this letter, we are also forwarding one copy of the work plan to Mr. Joseph Yavonditte.

Please do not hesitate to contact me at (516) 364-9890 if you have any questions.

Very truly yours,

David S. Glass, P.E.
Associate

DSG/cmc

Enclosure

cc: J. Yavonditte - 1 copy
T. Maher

◆1851\DSG01LTR-05.DOC

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, Room 267
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9280 • FAX: (518) 457-7743
Website: www.dec.state.ny.us



MEMORANDUM

TO: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation

FROM: Robert C. Knizek, Chief, Eastern Field Services Section *R.C. Knizek*
THRU: H. Richard Koelling, Director, Bureau of Construction Services *HRK*

SUBJECT: Work Assignment Conceptual Approval Under the State Superfund Standby
Contracts - Franklin Cleaners Site, Site No. 1-30-050 for Dvirka & Bartilucci

DATE: SEP - 5 2000

Approvals:

Contract Section: *R.C. Knizek*

Date: *9/12/2000*

Division Director: *Michael J. O'Toole*

Date: *9/16/00*

Attached is a copy of the proposed Standby Contract Work Assignment for engineering services with Dvirka & Bartilucci (D&B) in connection with the oversight of the design-build soil vapor extraction and air sparging system at the subject site.

The total work assignment cost estimate is \$58,100 with a work plan development authorization of \$2,300.

Fund Name and Cost Center:

Fund Name : 1986 EQBA
Cost Center: To Be Assigned

General Discussion and Justification (Background, Purpose):

Summary and Background

This new work assignment continues the work that D&B has been performing in conjunction with the site. The construction for this site involved a design build system that requires the contractor to submit plans in conformance with the general design parameters and goals established in the contract. This WA covers the review of those plans as well as the oversight of the construction and the periodic performance monitoring.

Scope of Work:

The subject WA provides for review of the contractor submitted engineered plans for the treatment systems, the oversight of the construction and the oversight/review of operational aspects of the treatment systems.

The contractor is required to submit plans prepared by a New York State Licensed Professional Engineer which conforms to the design and performance parameters established in the construction contract. These parameters were established in the design report prepared by Dvirka & Bartilucci.

Alternative:

No other feasible method exists to accomplish the work with State personnel or equipment.

Affirmative Action Issue:

MBE Goal = 15%

WBE Goal = 5%

EEO Goal = 10% female, 10% minority

DEC Organizational Units and/or State Agencies Involved:

Division of Environmental Enforcement Division of Environmental Remediation
New York State Department of Health

DEC Attorney and Potential Legal Issues:

Contract Attorney: Meta Murray
Program Attorney: James Eckl

Attachments

cc: w/att: R. Lupe/S. Gupta - Contract Section
 D. Norvik
 B. Moulhem
 W. Parish - NYSDEC, Reg 1
 J. Yavonditte

STANDBY CONTRACT WORK ASSIGNMENT
TYPE OF CONTRACT: COST PLUS FIXED FEE

Site Name and Number: Franklin Cleaners Site, Site #1-30-050
NYSDEC Project Manager: Joe Yavonditte

I. Narrative

A. General Site Information

The Franklin Cleaners Site is located at 206-208B South Franklin Street, Hempstead, New York. The remedial measures in the construction contract are intended to address the source area by use of soil vapor extraction and air sparging. The contract was set-up as a design build system requiring the contractor to submit engineered plans for the treatment systems.

B. Scope of Work

The Department does not have adequate staff to review the contractor submittals and provide oversight during the installation and operation of the treatment system. As the parameters for the design and operation of the treatment systems were developed by D&B, it is appropriate that D&B continue in the oversight role for this project. This work assignment will cover the majority (and possibly all) of the operational period covered in the construction contract.

Task 1. Work Plan Preparation

The engineer shall develop and submit for the Department's review and approval, a proposed work plan that includes, at a minimum, a description of the major tasks and subtasks; a schedule with milestones and deliverables; a staffing plan, a budget; a M/WBE utilization plan; and a list of proposed subcontractors. The proposed work plan must address each of the tasks outlined below.

Task 2. Review of Contractor Submittals

The engineer shall review and comment on the submittals made by the contractor and advise the project manager of its recommendations. This will include as a minimum the following:

1. The normally required submittals generated as part of the construction contract letting process.
2. The design submittals required in the contract.
3. The sampling and analysis and the associated QA/QC plan.

Task 3. Construction Oversight

The engineer shall provide qualified personnel to oversee all construction activities including the installation of the soil vapor extraction and air sparge systems. The engineer shall also provide oversight during the start-up and testing of each system and during the initial sampling rounds.

Task 3. QA/QC Sampling

If appropriate, the engineer may be asked to take confirmatory samples at various points during the treatment phase. This will include samples prior to any decision to terminate treatment.

Task 4. Quarterly Reports

The engineer shall review and summarize the data submitted by the contractor and make appropriate recommendations with respect to the continuation of treatment process.

Task 5. Closeout Report

The engineer shall prepare a final closeout report indicating that the work performed by the contractor was completed in compliance with the contract documents and the treatment processes has met the goals or was terminated at the direction of the Department. A New York State licensed Professional Engineer shall sign such report.

C. Level of Effort and Cost Estimate

<u>Major Tasks</u>	<u>Description</u>	<u>LOE Estimate (Hours)</u>	<u>Cost Estimate (\$)</u>
Task 1	Work Plan Preparation	35	\$ 2,800
Task 2	Review of Contractor Submittals	100	8,000
Task 3	Construction Oversight	400	32,000
	Confirmation Sampling (50 samples)		5,000
Task 4	Quarterly Reports	80	6,400
Task 5	Closeout Report	40	1,600
	Fixed Fee		2,300
	Total	655	\$58,100

III. Period of Performance

This work assignment shall be completed within 500 days of the Notice to Proceed.
Completion of WA is dependent on the performance.

IV. Work Plan Development Cost Authorization

\$2800.

V. Project Schedule with Designated Milestones and Deliverables

	<u>Milestone/Deliverable</u>	<u>Schedule</u>
1.	Issuance of Work Assignment	9/1/00
2.	Submission of Work Plan	9/11/00
3.	Completion of Contract Submittal Review	9/14/00
4.	Beginning of Contractor Oversight	10/16/00
5.	First Quarterly Operational Report	2/28/01
6.	Closeout Report (only approximate)	3/31/02