

3.1 BID MATERIALS

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MANAGEMENT AND BUDGET SERVICES

SUMMARY OF QUOTATIONS

3/17/99 1:00 PM
DATE OF OPENING TIME

Project: D003972 West Islip Dzus Fasteners Site #1-52-033

BIDDERS	POLL. LIAB.	TOTAL BID	DEPOSIT
Blue Water Enivr Inc 1610 New Highway Farmingdale NY 11735	\$30,000.00	\$5,747,000.00	Bid Bond
Hazardous Elimination Corp 195H Central Ave Farmingdale NY 11735	\$100,000.00	\$5,784,625.00	Bid Bond
Tully Environmental Inc 127-50 Northern Blvd Flushing NY 11368	\$100,000.00	\$5,867,665.91	Bid Bond
Consolidated Technologies Inc 2230 Dekalb St Norristown PA 19401	\$118,000.00	\$5,965,434.66	Bid Bond
Sevenson Environmental Serv Inc 2749 Lockport Rd Niagara Falls NY 14305	\$45,000.00	\$7,497,798.00	Bid Bond
Four Seasons Envir Inc 3499 I-10 Frontage Rd Port Allen LA 70767	\$ 0	\$7,720,513.10	Bid Bond

Rose Dolan, Principal Account Clerk, certifies that he/she has been authorized to open bids and that the above bids were opened publicly at the time and place specified and that the bids were received before the time of bid opening and appear on the tabulation.


Rose Dolan

April 12, 1999

Mr. Gerard Burke, P.E.
NYSDEC - Division of Construction Services
50 Wolf Road
Albany, N.Y. 12233

Subject: **Contract D003972 - Dzus Fastener Site (OU2)**
Preliminary Review of Contractor Workplan

Dear Gerard:

Blue Water Environmental, Inc. (BWE), the apparent low bidder for the above Contract submitted its Workplan for the removal, treatment, and disposal of contaminated sediments from Lake Capri and Willetts Creek. A preliminary review of the Workplan components indicate that BWE is in general compliance with the intent of the design and Contract Specifications. Detailed comments on the Workplan will be submitted under separate cover to NYSDEC.

If you should have any questions, please do not hesitate to contact me at 518-435-7208.

Telephone:

518.458.1313

Facsimile:

518.458.2472

Very truly yours,

Earth Tech, Inc.



Amy Van Laak
Project Manager

cc: R. Knizek
R. Rogers
J. Gansfuss
S. Kim



From: Gerard Burke
To: nysdec.law.eearmate, nysdec.main.jfhaskin
Date: 4/5/99 2:14pm
Subject: Background Violations Check - Blue Water Environmental

Dear Elissa and Bob,

Please provide a background violations investigation for the following company:

Blue Water Environmental, Inc.
1610 New Highway
Farmingdale, New York 11735

Federal ID Number: 11-3072481

This company is the apparent low-bidder on the Dzus fasteners Lake Capri dredging project.

Thank you for your time. My telephone number is 7-9285.

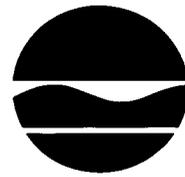
Gerard Burke

CC: rcknizek

From: Elissa Armater
To: NYSDEC0.REMEDIAT(gwburke)
Date: 4/5/99 2:35pm
Subject: Background Violations Check - Blue Water Environmental -Reply

Found no past or pending violations on this one.

New York State Department of Environmental Conservation
Division of Management & Budget Services
Bureau of Procurement Services, Room 686
50 Wolf Road, Albany, New York 12233-5027
(518) 457-3245



John P. Cahill
Commissioner

To: Gerard Burke

From: Rose Dolan *RD*

Re: West Islip Dzus Fasteners Site #1-52-033

Date: March 18, 1999

Enclosed please find copies of the original bids received and the Summary of Bids in connection with the above referenced project. Please review and return your Memo as to acceptance or rejection.

Additionally, as the proposed contract will be in excess of \$10,000 and would be subject to the provisions of Article 8 or 9 of the Labor Law.

We need the low bidder to complete a Uniform Contracting Questionnaire form.

Enclosure

BID OPENING

PROJECTS: West Islip Dzus Fasteners Site #1-52-033

DATE: March 17, 1999

TIME: 1:00 PM

#7,026,440 - Rich's estimate

<u>NAME & ADDRESS</u>	<u>POLL. LIAB.</u>	<u>AMOUNT</u>
Sevenson Enviro Serv Inc 2749 Lockport Rd Niagara Falls NY 14305	<i>#45,000</i>	<i>#7,497,798.00</i>
Clean Earth Inc/Waste Concepts Inc 2230 Dekalb Pike Norristown PA 19401	<i>#118,000</i>	<i>#5,965,434.66</i>
Four Seasons Envir 3499 I-10 Frontage Rd Port Allen LA 70767	<i># 0</i>	<i>#7,720,513.10</i>
Hazardous Elimination corp 195H Central Ave Farmingdale NY 11735	<i># 100,000</i>	<i>#5,784,625.00</i>
Blue Water Enivr Inc 1610 new Highway Farmingdale NY 11735	<i># 30,000</i>	<i># 5,747,000.00 *</i>
Tully Environ Inc 127-50 Northern blvd Flushing NY 11368	<i># 100,000</i>	<i># 5,867,665.91</i>

CONTRACT NO. D003972
Bid Opening: March 17, 1999

Pay Item	Description	Estimated Quantity	Units	Engineer's Estimate		Blue Water Environmental		Hazardous Elimination Corp		Tully Environmental Inc.	
				Price	Contract Amount	Bid Price	Contract Amount	Bid Price	Contract Amount	Bid Price	Contract Amount
1	Mobilization/Demob, Site Prep	1	LS	\$461,660.00	\$461,660.00	\$1,770,000.00	\$1,770,000.00	\$300,000.00	\$300,000.00	\$1,330,464.88	\$1,330,464.86
2A	Hydraulic Dredging - Bulk	19,250	CY	\$67.64	\$1,302,070.00	\$9.00	\$173,250.00	\$40.00	\$770,000.00	\$87.88	\$1,691,690.00
2B	Hydraulic Dredging - Redredge	400	CY	\$70.00	\$28,000.00	\$20.00	\$8,000.00	\$40.00	\$16,000.00	\$87.88	\$35,152.00
3	Bulkhead Backfilling	1,400	LF	\$30.00	\$42,000.00	\$17.00	\$23,800.00	\$80.00	\$112,000.00	\$39.91	\$55,874.00
4	Willett's Creek Excavation	311	CY	\$120.00	\$37,320.00	\$80.00	\$24,880.00	\$50.00	\$15,550.00	\$44.00	\$13,684.00
5	Solids Separation System	1	LS	\$1,720,000.00	\$1,720,000.00	\$1,450,000.00	\$1,450,000.00	\$1,050,000.00	\$1,050,000.00	\$394,792.65	\$394,792.65
6	Water Treatment System	1	LS	\$1,229,000.00	\$1,229,000.00	\$1,212,620.00	\$1,212,620.00	\$250,000.00	\$250,000.00	\$188,911.80	\$188,911.80
7	Treatment Building	1	LS	\$180,000.00	\$180,000.00	\$10,000.00	\$10,000.00	\$300,000.00	\$300,000.00	\$365,150.30	\$365,150.30
8	Erosion Control Fencing	1,240	LF	\$6.00	\$7,440.00	\$6.00	\$7,440.00	\$3.00	\$3,720.00	\$11.00	\$13,640.00
9A	Higbee Lane Staging Area: Mob/Demob	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$100,000.00	\$100,000.00	\$5,500.00	\$5,500.00
9B	HLSA: Clear & Grub	0.85	Acre	\$4,000.00	\$3,400.00	\$10,000.00	\$8,500.00	\$17,647.06	\$15,000.00	\$5,500.00	\$4,675.00
9C	HLSA: 8' Chainlink Fence	700	LF	\$30.00	\$21,000.00	\$35.00	\$24,500.00	\$20.00	\$14,000.00	\$18.14	\$12,698.00
9D	HLSA: 12" Select Gravel	1,200	CY	\$45.00	\$54,000.00	\$21.00	\$25,200.00	\$55.00	\$66,000.00	\$14.30	\$17,160.00
9E	HLSA: Landscaped Berm	1	LS	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$12,567.50	\$12,567.50
9F	HLSA: Parking Lot Allocation	1	LS	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00
10A	Disposal - Pressed soils/Haz	608	Ton	\$160.00	\$97,280.00	\$25.00	\$15,200.00	\$200.00	\$121,600.00	\$132.00	\$80,256.00
10B	Disposal - Pressed soils/NON-Haz	11,543	Ton	\$70.00	\$808,010.00	\$20.00	\$230,860.00	\$85.00	\$981,155.00	\$55.00	\$634,865.00
10C	Disposal - Nonpressed soils/Haz	500	CY	\$125.00	\$62,500.00	\$25.00	\$12,500.00	\$250.00	\$125,000.00	\$132.00	\$66,000.00
10D	Disposal - Nonpressed soils/NON-Haz	9,500	CY	\$60.00	\$570,000.00	\$40.00	\$380,000.00	\$100.00	\$950,000.00	\$49.50	\$470,250.00
10E	Disposal - Debris/HAZ	30	CY	\$125.00	\$3,750.00	\$25.00	\$750.00	\$300.00	\$9,000.00	\$275.00	\$8,250.00
10F	Disposal - Debris/NON-HAZ	100	CY	\$60.00	\$6,000.00	\$290.00	\$29,000.00	\$50.00	\$5,000.00	\$220.00	\$22,000.00
11	Asphalt, 2", Type 2F	12,500	SY	\$10.00	\$125,000.00	\$7.00	\$87,500.00	\$22.00	\$275,000.00	\$14.85	\$185,625.00
12A	Fish - Eradication Treatment	1	LS	\$4,410.00	\$4,410.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$10,835.00	\$10,835.00
12B	Fish - Collection & Disposal	1,600	Lbs	\$5.00	\$8,000.00	\$5.00	\$8,000.00	\$3.50	\$5,600.00	\$11.00	\$17,600.00
TOTAL:				\$7,025,840.00		\$5,747,000.00		\$5,784,625.00		\$5,867,641.11	

13	Pollution Liability Insurance	1	LS	N/A		\$30,000.00		\$100,000.00		\$100,000.00	
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Pay Item	Description	Estimated Quantity	Units	Consolidated Technologies Inc.		Sevenson Environmental Services		Four Seasons Environmental Inc.	
				Price	Contract Amount	Price	Contract Amount	Price	Contract Amount
1	Mobilization/Demob, Site Prep	1	LS	\$547,699.00	\$547,699.00	\$913,893.00	\$913,893.00	\$512,246.00	\$512,246.00
2A	Hydraulic Dredging - Bulk	19,250	CY	\$42.85	\$824,862.50	\$156.00	\$3,003,000.00	\$146.54	\$2,820,895.00
2B	Hydraulic Dredging - Redredge	400	CY	\$27.81	\$11,124.00	\$164.00	\$65,600.00	\$175.60	\$70,240.00
3	Bulkhead Backfilling	1,400	LF	\$60.80	\$85,120.00	\$71.00	\$99,400.00	\$38.62	\$54,068.00
4	Willett's Creek Excavation	311	CY	\$72.76	\$22,628.36	\$210.00	\$65,310.00	\$278.37	\$86,573.07
5	Solids Separation System	1	LS	\$1,773,304.00	\$1,773,304.00	\$643,347.00	\$643,347.00	\$1,078,042.00	\$1,078,042.00
6	Water Treatment System	1	LS	\$255,900.00	\$255,900.00	\$599,838.00	\$599,838.00	\$412,295.00	\$412,295.00
7	Treatment Building	1	LS	\$166,467.00	\$166,467.00	\$406,591.00	\$406,591.00	\$258,755.00	\$258,755.00
8	Erosion Control Fencing	1,240	LF	\$8.25	\$10,230.00	\$2.75	\$3,410.00	\$4.84	\$6,001.60
9A	Higbee Lane Staging Area: Mob/Demob	1	LS	\$66,000.00	\$66,000.00	\$25,534.00	\$25,534.00	\$25,690.00	\$25,690.00
9B	HLSA: Clear & Grub	0.85	Acre	\$13,428.00	\$11,413.80	\$13,000.00	\$11,050.00	\$12,507.80	\$10,631.63
9C	HLSA: 8' Chainlink Fence	700	LF	\$22.25	\$15,575.00	\$41.00	\$28,700.00	\$26.43	\$18,501.00
9D	HLSA: 12" Select Gravel	1,200	CY	\$38.85	\$46,620.00	\$23.25	\$27,900.00	\$35.00	\$42,000.00
9E	HLSA: Landscaped Berm	1	LS	\$21,381.00	\$21,381.00	\$60,600.00	\$60,600.00	\$18,223.00	\$18,223.00
9F	HLSA: Parking Lot Allocation	1	LS	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00	\$230,000.00
10A	Disposal - Pressed soils/Haz	608	Ton	\$156.00	\$94,848.00	\$127.00	\$77,216.00	\$180.75	\$109,896.00
10B	Disposal - Pressed soils/NON-Haz	11,543	Ton	\$59.00	\$681,037.00	\$29.00	\$334,747.00	\$78.10	\$901,508.30
10C	Disposal - Nonpressed soils/Haz	500	CY	\$251.00	\$125,500.00	\$105.00	\$52,500.00	\$215.42	\$107,710.00
10D	Disposal - Nonpressed soils/NON-Haz	9,500	CY	\$86.00	\$817,000.00	\$76.00	\$722,000.00	\$84.70	\$804,650.00
10E	Disposal - Debris/HAZ	30	CY	\$274.00	\$8,220.00	\$156.00	\$4,680.00	\$145.55	\$4,366.50
10F	Disposal - Debris/NON-HAZ	100	CY	\$106.00	\$10,600.00	\$63.00	\$6,300.00	\$57.22	\$5,722.00
11	Asphalt, 2", Type 2F	12,500	SY	\$8.90	\$111,250.00	\$7.10	\$88,750.00	\$10.20	\$127,500.00
12A	Fish - Eradication Treatment	1	LS	\$20,655.00	\$20,655.00	\$8,232.00	\$8,232.00	\$6,919.00	\$6,919.00
12B	Fish - Collection & Disposal	1,600	Lbs	\$5.00	\$8,000.00	\$12.00	\$19,200.00	\$5.05	\$8,080.00
TOTAL:				\$5,965,434.66		\$7,497,798.00		\$7,720,513.10	

13	Pollution Liability Insurance	1	LS	\$118,000.00		\$45,000.00		\$0.00	
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Call w/ Rust
DEC. Blue Water
wt of Trucks:

Addendum #1 2/25/99
 Addendum #2 3/11/99 (sent overnight) 3/12/99 fatal
 D003972 - West Islip Dzus Fasteners Site # 1-52-033
 BID DATE: 3/9/99 1pm.
 SALE DATE: _____

NUMBER	NAME, ADDRESS, TELEPHONE and FAX NUMBERS	MAIL DATE FedEx/UPS	PICK UP DATE	CHECK # AMOUNT
1	Fuller & O'Brien Ins / Tully Const. Co. Inc. 127-50 Northern Blvd N402 723 1976 Flushing NY 11365-1520 N402 7208779 518 463 3181	ups 2/5/99	2 sets	039486 98.00
2	Hazardous Elimination Corp. 195 H. Central Ave N402 723 1985 Farmingdale NY 11735-6904 N402 7208788	ups 2/5/99		1899 \$49.00
3	Delaware Eng. P.C. N402 723 1994 28 madison Ave Ext. Albany NY 12203 518 452-1290 N402 7208804		2/8/99	2283 \$49.00
4	Four Seasons Envir. Inc. N402 723 2000 3499 F-10 Frontage Rd Port Allen LA 70167 N402 7208813 222 344 6510	Fed. Exp. 2/8/99	2 sets	233+234 98.00
5	IT Corp N402 723 2019 200 Horizon Cntr - Blvd Trenton NJ 08691-1904 N402 7208822 609 554 8900	Fed Exp. 2/8/99		116 \$49.00
6	IT Corp. N402 723 2028 101 Colin Dr. N402 7208831 Holbrook NY 11741 516 472 4000	Fed Exp. 2/8/99		1683 49.00
7	Clean Harbors Envir. N402 723 2037 32 Bask Rd Glenmont NY 12077 N402 7208840 518 434 0149		2/8/99	887 \$49.00
8	Aqua Dredge N402 723 2046 70 Bram Ridge Rd Armonk NY 10504 N402 7208859 914 273 3179		2/9/99	CASH \$49.00
9	Aftek Inc. N402 723 1896 740 Driving Park Rochester NY 14613 N402 7208868 800 240 5346		2/9/99	1331 \$49.00
10	Atlantic Coast Dock Bldg Corp 72 Tahlulah Lane N402 723 1841 west Islip NY 11795 516 587-0121 N402 7208877	ups 2/9/99		8509 49.00

addendum # 1 2/1/99

D003972 - West Islip Dues Farmers Site # 1-52-033

BID DATE: 2/9/99 1pm.

SALE DATE: _____

NUMBER	NAME, ADDRESS, TELEPHONE and FAX NUMBERS	MAIL DATE FedEx/UPS	PICK UP DATE	CHECK # AMOUNT
11	Sevenson Envir. Serv. Inc. 2749 Lockport Rd N4027231467 Niagara Falls NY 14305 N 402 723 1609 716 284-0431	Fed Exp. 2/9/99		005163 \$49.00
12	Miller Envir. Group Inc. 50 Church St N4027231476 Albany NY 12202 N 402 723 1618 518 436 6552		2/9/99	143 \$49.00
13	Handex Envir. Inc. 500 Campus Dr N4027231458 Morganville NJ 07751-0451 N 402 723 1627 732 536 8500	Fed Exp. 2/10/99		249296 \$49.00
14	LoDuca Assoc. Inc. 840 South Second St N4027231449 Ronkonkoma NY 11779 N 402 723 1636 516 580-1200	Fed Exp. 2/10/99		8071 \$49.00
15	Blue Water Envir Inc. 1610 New Highway N4027231412 Farmingdale NY 11735 N 402 723 1645 516 249 1877	Fed Exp. 2/15/99		2255 \$49.00
16	Guy Pratt Inc. N4027231654 608 Union Ave N4027231403 Holtsville NY 11742	Fed Exp 2/16/99		677.8 49.00
17	Hydropress Envir. Serv. Inc. 81 West St N4027231421 West Hatfield MA 01088 N 402 723 1663 413 247 9656		2/19/99	3942 49.00
18	Iron Eagle Envir. Serv. Inc. 3010 Burns Ave N4027231430 Wantagh NY 11793 N 402 723 1672 516 826 6848	UPS 2/19/99		P.M.O. 184628.73 49.00
19	Galvin Pros. Inc. N4027208975 149 Steamboat Rd. Great Neck NY 11024 N 402 723 1681 516 466 3785	Fed Exp. 2/19/99		9072 49.00
20	Blandford Land Clearing Corp. 720 64th St N4027208984 Brooklyn NY 11220 N 402 723 1707 718 238 1922	UPS Next Air 2/19/99		65398 \$49.00

D003972 - West Islip Dzus Fasteners site #

BID DATE: 3/9/99 1pm

1-52-033

SALE DATE: _____

NUMBER	NAME, ADDRESS, TELEPHONE and FAX NUMBERS	MAIL DATE FedEx/UPS	PICK UP DATE	CHECK # AMOUNT
21	RICK CARZ N 402 723 1716 Quanterra Inc. N 402 723 1850 17 Whiting Way Needham, MA 02492	UPS 2/22		054 \$14900
22	Amma Const. Corp. 516 351 6124 192 West 9th St N 402 723 7255 Huntington Station NY 11746 N 402 723 1869	Fed Exp. 2/23/99		30282 \$49.00
23	Clean Earth Inc N 402 723 1734 2230 DeKalb St. N 402 723 1878 NORRISTOWN, PA 19401	Fed-Ex 2/24/99		301006 0082 \$14900
24	Dolores Sweigart (610) 497-9708 Mobile Dredging & Pumping Co. N 402 723 1887 3100 Bethel Rd. Chester, PA 19013-1488			

OVER
→

Syracuse Builders Exchange

6563 Ridings Road

Syracuse, NY 13206

Ms. Louisa Yates

(315) 437-9936

N402 720 889 5
N402 723 174 3

F. W. Dodge Report

4 Airline Drive

Albany, NY 12205

Ms. Christine Benson

(518) 869-5374

N402 720 890 2
N402 723 175 2

Construction Exchange of Buffalo

and Western New York

625 Ensmiger Road

Tonawanda, NY 14150

Ms. Lori Williams

(716) 874-3435

N402 720 891 1
N402 723 176 1

Eastern Contractor's Assoc.

6 Airline Drive

Albany, NY 12205

(518) 869-0961

N402 720 893 9
N402 723 177 0

Brown's Letters

855 Central Avenue

Albany, NY 12206

Aaron Ward

(518) 482-6230

N402 720 894 8
N402 723 178 9

SECTION V

*ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of
Dzus Fasteners Site (OU2)-Lake Capri/Willetts Creek Removal and Disposal Contract*

Contract Number D003972, NYS Site Number 1-52-033

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

Blue Water Environmental, Inc.

1610 New Highway

Farmingdale, NY 11735

(516) 752-2145

Fax Number (516) 752 - 3008

Bid

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number I-52-033

UNIT PRICE ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
2A	Hydraulic Dredging - Bulk	19,250 CY	Nine Dollars per CY ^{per LF}	9.00	173,250.00
2B	Hydraulic Dredging - Re-Dredging	400 CY	Twenty Dollars per CY ^{per LF}	20.00	8,000.00
3	Bulkhead Backfilling	1,400 LF	Seventeen Dollars	17.00	23,800.00
4	Willetts Creek Excavation	311 CY	Eighty Dollars	80.00	24,880.00
8	Erosion Control Fencing	1,240 LF	Six Dollars	6.00	7,440.00
9B	HLSA - Clear & Grub	0.85 AC	Ten Thousand Dollars	10,000.00	8,500.00
9C	HLSA - 8' Chain Link Fencing	700 LF	Thirty-Five Dollars	35.00	24,500.00
9D	HLSA - 12" Select Gravel	1,200 CY	Twenty One Dollars	21.00	25,200.00
10A	Disposal-pressed soils/HAZ	608 TN	Twenty-Five Dollars	25.00	15,200.00
10B	Disposal-pressed soils/NON-H	11,543 TN	Twenty Dollars	20.00	230,860.00
10C	Disposal-nonpressed/HAZ	500 CY	Twenty-Five Dollars	25.00	12,500.00
10D	Disposal-nonpressed/NON-H	9,500 CY	Forty Dollars	40.00	380,000.00
10E	Disposal-debris/HAZ	30 CY	Twenty-Five Dollars	25.00	750.00
10F	Disposal-debris/NON-H	100 CY	Two Hundred and Ninety Dollars	290.00	29,000.00
11	Asphalt, 2", Type 2F	12,500 SY	Seven Dollars	7.00	87,500.00
12B	Fish - Collection & Disposal	1,600 LB	Five Dollars	5.00	8,000.00

New York State Department of Environmental Conservation

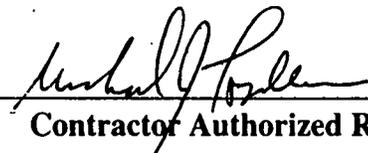
Project Number D003972, NYS Site Number 1-52-033

LUMP SUM ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
1	Mob./Demob. and Site Preparation	1 LS	One million seven hundred seventy thousand	1,770,000. ⁰⁰	1,770,000. ⁰⁰
5	Solids Separation System	1 LS	One million four hundred fifty thousand	1,450,000. ⁰⁰	1,450,000. ⁰⁰
6	Water Treatment System	1 LS	One million two hundred twelve thousand six hundred seventy	1,212,670. ⁰⁰	1,212,670. ⁰⁰
7	Treatment Building	1 LS	Ten thousand Dollars	10,000.00	10,000.00
9A	HLSA - Mobilize and Demob	1 LS	Five thousand Dollars	5,000.00	5,000.00
9E	HLSA - Landscaped Berm	1 LS	Five thousand Dollars	5,000.00	5,000.00
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	Five thousand Dollars	5,000.00	5,000.00
Grand Total Bid: \$ <u>5,747,000.00</u> (including item 9F (allocation)) (Price in figures)					

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

Item No.	Item Description	Unit	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
				Words	Figures	
13	Pollution Liability Insurance	LS	1	Thirty Thousand No/100	30,000.00	30,000.00
	<p><u>This item (#13) is not to be calculated in the base Bid for the project. Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</u></p>					
	 Contractor Authorized Representative		BLUE WATER ENVIRONMENTAL Contractor Name		 Date	

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda whether or not listed herein.

Addendum Number

Date of Addendum

1
2 2

2/25/99 *MJP 3/14/99*
3/11/99 *MJP 3/16/99*

Accompanying this proposal is bid security in the amount of \$ _____; said security is in the form of \$ _____ certified check or checks, and \$ _____ Bid Bond which shall become the property of the Department if this proposal shall be accepted by Department, and the undersigned shall fail to execute and return the contract in a timely manner or fail to comply with the requirements of the Bidding Documents.

Corporate Seal
(If no seal, write "No Seal" and sign)

Blue Water Environmental, Inc.
Legal Name of Person, Partnership or Corporation

By Michael J. Posillico
Print Name

Michael J. Posillico
Signature

Date March 16, 1999

Please Complete Information Requested Below:

The P.O. address of the bidder is: 1610 New Highway, Farmingdale, NY 11735

Federal Identification Number is: 11-3072481

If a Corporation

Name

Address

Michael J. Posillico, President
Joseph K. Posillico, Secretary
Joseph D. Posillico III, Treasurer

Atlanta Dr., Huntington, NY
Thompson Ave., Babylon, NY
Beaux Arts Lane, Huntington, NY

If a Partnership

Name

Address

_____, President
_____, Secretary
_____, Treasurer

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Suffolk) s.s.:

On the 16 day of March, 19 99, before me personally came Michael J. Posillico to me known, who being duly sworn, did depose and say that (s)he resides in Huntington, New York; that (s)he is President (title) of Blue Water Environmental, Inc. (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

STEPHEN T. BONGIORNO
NOTARY PUBLIC, State of New York
No. 30-0350083
Qualified in Nassau County 12/31/99
Commission Expires

Stephen Bongiorno
Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

Bidder's/Proposer's Certification

Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

ARTICLE 1(b) - Non Collusion, State Finance Law §139-d

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

ARTICLE 1(c) - MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).

- 2) Has business operations in Northern Ireland (Check Answer):

Yes _____ or No XX If yes, complete #3

- ²
3) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles. (Check Answer):

Yes _____ or No _____

NOTE: All references to "bid" "bidder" shall be deemed to include "proposer" "proposal."

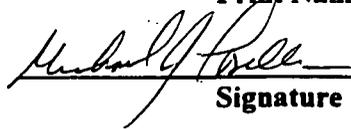
March 16, 1999

Date

Michael J. Posillico - President

Print Name and Title

Corporate Seal
(If no seal, write "No Seal" and sign)


Signature

Article 1(b) and 1(c) Certification

Bid Security

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.

ARTICLE 1(e) - Bid Bond

Know all men by these presents, that we, the undersigned, BLUE WATER ENVIRONMENTAL, INC.
1610 NEW HIGHWAY
FARMINGDALE, NY 11735 as
Principal, and RELIANCE INSURANCE COMPANY as Surety, are hereby held and firmly bound unto New York
State Department of Environmental Conservation in the penal sum of FIVE PERCENT OF PROPOSAL PRICE
(5% OF P.P.) for the payment
of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed this 9TH day of
MARCH, 19 99.

The condition of the above obligation is such that whereas the Principal has submitted to New York State
Department of Environmental Conservation certain Bid, attached hereto and hereby made a part hereof to enter
into a contract in writing, for the

SEDIMENT REMOVAL & DISPOSAL CONTRACT #D003972 @ DZUS FASTENERS SITE (OU2)
LAKE CAPRI/WILLETTS CREEK, WEST ISLIP, NY

Now, Therefore

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract
attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful
performance of said contract, and for the payment of all persons performing labor or furnishing materials
in connection therewith, and shall in all other respects perform the agreement created by the acceptance
of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed
the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall
be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids;
and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of
them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed
by their proper officers, the day and year first set forth above.

(Seal)

BLUE WATER ENVIRONMENTAL, INC.

BY: [Signature]

Principal Michael J. Fosillico-FRES

RELIANCE INSURANCE COMPANY
1 PLUCKEMIN WAY
BEDMINSTER, NJ 07921

Surety

By [Signature]

ELEANOR DOUDERA, ATTORNEY-IN-FACT

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of NEW YORK)
County of NASSAU) s.s.:

On this 9TH day of MARCH, 19 99 before me personally came ELEANOR DOUDERA to me known, who being by me duly sworn, did depose and say that he/she resides in SUFFOLK COUNTY, NY, that he/she is the ATTORNEY-IN-FACT (title) of the RELIANCE INSURANCE COMPANY (firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

[Signature]
Notary Public

SUSAN M. RAVID
Notary Public, State of New York
No. 01RA8000923
Qualified in Nassau County 99
Commission Expires 12/29/99

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Suffolk) s.s.:

On the 16 day of March, 19 99, before me personally came Michael J. Pasillio to me known, who being duly sworn, did depose and say that (s)he resides in Huntington, New York; that (s)he is President (title) of Blue Water Environmental Inc (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

[Signature]
Notary Public

STEPHEN T. BONGIORNO
NOTARY PUBLIC, State of New York
No. 30-0350083
Qualified in Nassau County
Commission Expires 12/31/99

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ___, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____
to me known and known to me to be a member of _____, the firm described in and which
executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on
behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____
to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument,
and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

ARTICLE 2(a) - Corporate Resolution and Certification

"This Article 2(a) is not applicable"

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make constitute and appoint Anthony J. Romano, Eleanor Doudera, Thomas Bean, Fred Nicholson, Gerard S. Macholz, Rita Sagliano, of Uniondale, New York their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to certify the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Board of Directors of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company by Unanimous Consent dated of February 28, 1994 and by the Executive and Finance Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power of Attorney or certificate executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed this August 24, 1998.

RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

David T. Akers

STATE OF Pennsylvania
COUNTY OF Philadelphia

On this August 24, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I herunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham

Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

Ante Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have herunto set my hand and affixed the seals of said Companies this 9 day of MARCH 1999.

Ante Zippert
Secretary

ARTICLE 2(b) - Statement of Surety's Intent

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of BLUE WATER ENVIRONMENTAL, INC. (Contractor)

of 1610 NEW HIGHWAY, FARMINGDALE, NEW YORK 11735 (Address)

for the removal and disposal of contaminated sediment from Lake Capri and a portion of Willetts Creek.

Contract Number D003972

NYS Site Number 1-52-033

Bids for which will be received on MARCH 9, 1999 (insert Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between Contractor and ourselves and we assume no liability to Department or third parties if for any reason we do not execute the requisite bonds.

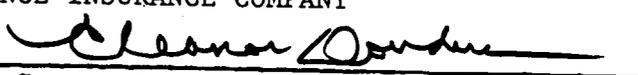
We are duly licensed to do business in the State of New York.

Attest:


Corporate Seal

(If no seal, write "No Seal" and sign)

RELIANCE INSURANCE COMPANY

BY: 

Surety's Authorized Signature(s)
ELEANOR DOUDERA, ATTORNEY-IN-FACT

(908)947-2500
Telephone Number for Bonding Company

(516)794-7000
Telephone Number for Bonding Broker

Attach Power of Attorney

RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

PRINCIPAL'S ACKNOWLEDGEMENT—IF INDIVIDUAL OR FIRM

State of New York, County of ... On this ... day of ... 19 ... before me personally came to me known to be (the individual) (one of the firm of ...) described in and who executed the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of said firm).

Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT—IF CORPORATION

State of New York, County of ... On this ... day of ... 19 ... before me personally came to me known, who, being by me duly sworn, deposes and says: That he resides in ... that he is ... of ... the corporation described in and which executed the within instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Notary Public

SURETY COMPANY'S ACKNOWLEDGEMENT

State of New York, County of NASSAU ... On this ... day of MARCH ... 19 99 ... before me personally came ELEANOR DOUDERA

to me known, who, being by me duly sworn, did depose and say: That he resides in SUFFOLK COUNTY, NEW YORK; that he is Attorney-in-Fact of the RELIANCE INSURANCE COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to said instrument is such corporate seal of said company; that it was so affixed by the authority granted to him in accordance with the by-laws of said corporation; that he signed his name thereto by like authority; that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law, issued to the RELIANCE INSURANCE COMPANY his certificate that said company is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted by law; and that such certificate has not been revoked.

SUSAN M. RAVID Notary Public, State of New York No. 01RA800823 Qualified in Nassau County Commission Expires 12/29/1999

[Signature] Notary Public

Financial Statement Dated December 31, 1997

Table with columns ASSETS, LIABILITIES, and CAPITAL AND SURPLUS. ASSETS: Cash and Short Term Investments \$ 366,696,335; Securities (Long Term) 4,028,534,730; Premium Balances 785,004,014; Accrued Interest and Dividends 35,419,406; Federal Income Taxes 37,405,343; Other Assets 373,600,596; Total Admitted Assets \$ 5,626,660,424. LIABILITIES: Losses and Loss Adjustment Expense \$ 2,632,735,351; Unearned Premiums 908,438,552; Other Taxes 12,488,219; Other Liabilities 771,585,471; Total Liabilities \$ 4,325,247,593. CAPITAL AND SURPLUS: Capital Stock \$ 44,586,703; Surplus 1,256,826,128; Total Policyholders' Surplus 1,301,412,831; Total Liabilities, Capital and Surplus \$ 5,626,660,424.

State of Washington)) County of King)) SS.

Larry C. Mitchell, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et. sq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December, 1997.

Sworn to me this 20th day of March, 1998.

[Signature: Janis J. Crossland]

Janis J. Crossland, Notary Public, State of Washington, County of King. My Commission Expires February 5, 2000.



[Signature: Larry C. Mitchell] Vice President



RELIANCE SURETY COMPANY

UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY

RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Anthony J. Romano, Eleanor Doudera, Thomas Bean, Fred Nicholson, Gerard S. Macholz, Rita Sagietano, of Uniondale, New York their true and lawful Attorney(s) in Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s) in Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY and RELIANCE NATIONAL INDEMNITY COMPANY, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s) in Fact and (b) authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s) in Fact at any time and revoke the power and authority given to them.

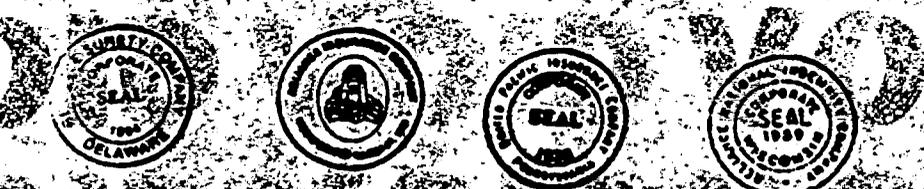
2. Attorney(s) in Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute, deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s) in Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committee of the Board of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Finance Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

*Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile and any such Power of Attorney or certificates bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which this attached.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this August 24, 1998.



RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

David T. Akers

STATE OF Pennsylvania
COUNTY OF Philadelphia

On this August 24, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 19, 2000

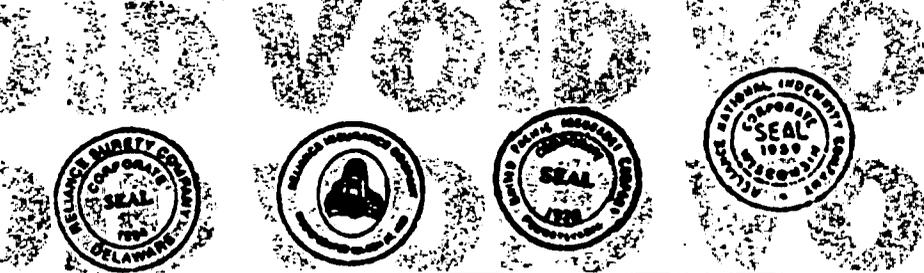


Valencia Wortham

Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of MARCH 1999.



Anita Zippert
Secretary

RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

PRINCIPAL'S ACKNOWLEDGEMENT—IF INDIVIDUAL OR FIRM

State of New York, County of
On this

day of

SS:

, 19

, before me personally

to me known to be (the individual) (one of the firm of described in and who executed the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of said firm).

Notary Public

PRINCIPAL'S ACKNOWLEDGEMENT—IF CORPORATION

State of New York, County of
On this

day of

SS:

, 19

, before me personally came

to me known, who, being by me duly sworn, deposes and says: That he resides in that he is of the corporation described in and which executed the within instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Notary Public

SURETY COMPANY'S ACKNOWLEDGEMENT

State of New York, County of
On this

day of

SS:

, 19

, before me personally came

to me known, who, being by me duly sworn, did depose and say: That he resides in that he is Attorney-in-Fact of the RELIANCE INSURANCE COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to said instrument is such corporate seal of said company; that it was so affixed by the authority granted to him in accordance with the by-laws of said corporation; that he signed his name thereto by like authority; that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law, issued to the RELIANCE INSURANCE COMPANY his certificate that said company is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted by law; and that such certificate has not been revoked.

Notary Public

Financial Statement Dated December 31, 1997

ASSETS

Cash and Short Term Investments	S	366,696,335
Securities (Long Term)		4,028,534,730
Premium Balances		785,004,014
Accrued Interest and Dividends		35,419,406
Federal Income Taxes		37,405,343
Other Assets		373,600,596
Total Admitted Assets	S	<u>5,626,660,424</u>

LIABILITIES

Losses and Loss Adjustment Expense	\$	2,632,735,351
Unearned Premiums		908,438,552
Other Taxes		12,488,219
Other Liabilities		771,585,471
Total Liabilities	\$	<u>4,325,247,593</u>

CAPITAL AND SURPLUS

Capital Stock	\$	44,586,703
Surplus		1,256,826,128
Total Policyholders' Surplus		<u>1,301,412,831</u>
Total Liabilities, Capital and Surplus	\$	<u>5,626,660,424</u>

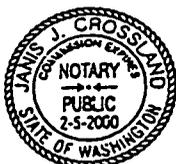
State of Washington)
County of King) SS.

Larry C. Mitchell, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et. sq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December, 1997.

Sworn to me this 20th day of March, 1998.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington,
County of King. My Commission Expires February 5, 2000.



Larry C. Mitchell
Vice President



SECTION V

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of

Dzus Fasteners Site (OU2)-Lake Capri/Willetts Creek Removal and Disposal Contract

Contract Number D003972, NYS Site Number 1-52-033

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

Hazardous Elimination Corp.

195H Central Ave.

Farmingdale, New York 11735

Fax Number (516) 752- - 2898

Bid

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

UNIT PRICE ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
2A	Hydraulic Dredging - Bulk	19,250 CY	Forty Dollars	\$40.00	\$770,000.00
2B	Hydraulic Dredging - Re-Dredging	400 CY	Forty Dollars	\$40.00	\$16,000.00
3	Bulkhead Backfilling	1,400 LF	Eighty Dollars	\$80.00	\$112,000.00
4	Willetts Creek Excavation	311 CY	Fifty Dollars	\$50.00	\$15,550.00
8	Erosion Control Fencing	1,240 LF	Three Dollars	\$3.00	\$3,720.00
9B	HLSA - Clear & Grub	0.85 AC	Seventeen thousand six hundred & forty seven cents	\$17,647.06	\$15,000.00
9C	HLSA - 8' Chain Link Fencing	700 LF	Twenty Dollars	\$20.00	\$14,000.00
9D	HLSA - 12" Select Gravel	1,200 CY	Fifty-Five Dollars	\$55.00	\$66,000.00
10A	Disposal-pressed soils/HAZ	608 TN	Two hundred Dollars	\$200.00	\$121,600.00
10B	Disposal-pressed soils/NON-H	11,543 TN	Eighty five Dollars	\$85.00	\$981,155.00
10C	Disposal-nonpressed/HAZ	500 CY	Two hundred & Fifty	\$250.00	\$125,000.00
10D	Disposal-nonpressed/NON-H	9,500 CY	One hundred	\$100.00	\$950,000.00
10E	Disposal-debris/HAZ	30 CY	Three hundred	\$300.00	\$9,000.00
10F	Disposal-debris/NON-H	100 CY	Fifty Dollars	\$50.00	\$5,000.00
11	Asphalt, 2", Type 2F	12,500 SY	Twenty-Two Dollars	\$22.00	\$275,000.00
12B	Fish - Collection & Disposal	1,600 LB	Three Dollars & 50 cents	\$3.50	\$5,600.00

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

LUMP SUM ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
1	Mob./Demob. and Site Preparation	1 LS	three hundred THousand	\$300,000.00	\$300,000.00
5	Solids Separation System	1 LS	<i>One Million Fifty thousand</i>	\$1,050,000.00	\$1,050,000.00
6	Water Treatment System	1 LS	Two Hundred & Fifty Thou.	\$250,000.00	\$250,000.00
7	Treatment Building	1 LS	<i>Three hundred Thousand</i>	\$300,000.00	\$300,000.00
9A	HLSA - Mobilize and Demob	1 LS	<i>One hundred Thousand</i>	\$100,000.00	\$100,000.00
9E	HLSA - Landscaped Berm	1 LS	<i>Fifty Thousand</i>	\$50,000.00	\$50,000.00
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	<i>Twenty Thousand</i>	\$20,000.00	\$20,000.00
Grand Total Bid: \$ 5,784,625.00 (including item 9F (allocation))					
(Price in figures)					

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

Item No.	Item Description	Unit	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
				Words	Figures	
13	Pollution Liability Insurance	LS	1	<i>One hundred Thousand.</i>	<i>\$100,000⁰⁰</i>	\$100,000.00
	<p><u>This item (#13) is not to be calculated in the base Bid for the project. Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</u></p>					
	<p><i>Robert Scella</i> _____ Contractor Authorized Representative</p>		<p>Hazardous Elimination Corp. _____ Contractor Name</p>		<p>3/16/99 _____ Date</p>	

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda whether or not listed herein.

<i>Addendum Number</i>	<i>Date of Addendum</i>
<u># 1</u>	<u>2/25/99</u>
<u># 2</u>	<u>3/11/99</u>

Accompanying this proposal is bid security in the amount of \$ 289,231.25; said security is in the form of \$ 0 certified check or checks, and \$ 289,231.25 (5%) Bid Bond which shall become the property of the **Department** if this proposal shall be accepted by **Department**, and the undersigned shall fail to execute and return the contract in a timely manner or fail to comply with the requirements of the Bidding Documents.

Corporate Seal
(If no seal, write "No Seal" and sign)

Hazardous Elimination Corp.
Legal Name of Person, Partnership or Corporation

By Cathleen Colella
Print Name

Cathleen Colella
Signature

Date 3/16/99

Please Complete Information Requested Below:

The P.O. address of the bidder is: 195H Central Ave., Farmingdale NY 11735

Federal Identification Number is: 11-2975400

If a Corporation

Name

Address

<u>Cathleen Colella</u> , President	<u>540 Chicken Valley Rd. Locust Valley 11560</u>
<u>Donald Gold</u> , Secretary	<u>5 Colony Court, Greenlawn, NY 11740</u>
<u>Gloria Schmitt</u> , Treasurer	<u>156 Walker N. Babylon 11703</u>

If a Partnership

Name

Address

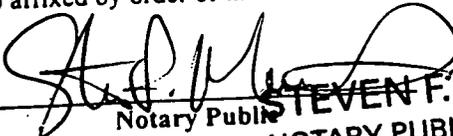
_____, President	_____
_____, Secretary	_____
_____, Treasurer	_____

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19 ____, before me personally came _____, New York; to me known, who being duly sworn, did depose and say that (s)he resides in _____ (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal


Notary Public **STEVEN F. MATTHEWS**
NOTARY PUBLIC State of New York
No. 01MA5051352
Qualified in Suffolk County
Commission Expires 11/6 1999

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19 ____, before me personally came _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19 ____, before me personally came _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19 ____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

Bidder's/Proposer's Certification

Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

ARTICLE 1(b) - Non Collusion, State Finance Law §139-d

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

ARTICLE 1(c) - MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).
- 2) Has business operations in Northern Ireland (Check Answer):
Yes _____ or No X If yes, complete #3
- 2) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles. (Check Answer):
Yes _____ or No _____

NOTE: All references to "bid" "bidder" shall be deemed to include "proposer" "proposal."

3/16/99

Date

Corporate Seal

(If no seal, write "No Seal" and sign)

Cathleen Colella/President

Print Name and Title

Cathleen Colella

Signature

Article 1(b) and 1(c) Certification

Bid Security

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.

ARTICLE 1(e) - Bid Bond

Know all men by these presents, that we, the undersigned, HAZARDOUS ELIMINATION CORP. as Principal, and LUMBERMENS MUTUAL CASUALTY as Surety, are hereby held and firmly bound unto New York State Department of Environmental Conservation in the penal sum of 5% OF BID AMOUNT for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 15TH day of MARCH, 19 99. **COMPANY

The condition of the above obligation is such that whereas the Principal has submitted to New York State Department of Environmental Conservation certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the REMOVAL AND DISPOSAL OF CONTAMINATED SEDIMENT FROM LAKE CAPRI AND A PORTION OF WILLETTS CREEK. CONTRACT NO. D003972

Now, Therefore

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. HAZARDOUS ELIMINATION CORP.

(Seal)

Carleen Casella
Principal

LUMBERMENS MUTUAL CASUALTY COMPANY
Surety

By *Patrick G. Weir*
PATRICK G. WEIR, ATTORNEY-IN-FACT

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of NEW YORK)
County of BRONX) s.s.:

On this 15TH day of MARCH, 19 99 before me personally came PATRICK G. WEIR to me known, who being by me duly sworn, did depose and say that he/she resides in NANUET, NEW YORK, that he/she is the ATTORNEY-IN-FACT (title) of the UMBERMENS MUTUAL CASUALTY (firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)



Notary Public

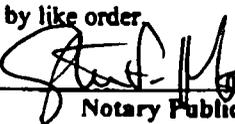
MICHAEL WHITE
Notary Public - State of New York
No. 01WH5000139
Qualified in Bronx County
Commission Expires August 10, 2000

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ (title) of _____ (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal



Notary Public

STEVEN F. MATTHEWS
NOTARY PUBLIC, State of New York
No. 01MA5051352
Qualified in Suffolk County
Commission Expires 11/6 1997

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19____, before me personally came _____
to me known and known to me to be a member of _____, the firm described in and which
executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on
behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of _____)
County of _____) s.s.:

On the ____ day of _____, 19____, before me personally came _____
to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument,
and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

ARTICLE 2(b) - Statement of Surety's Intent

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of HAZARDOUS ELIMINATION CORP. (Contractor)

of 195 H CENTRAL AVENUE, FARMINGDALE, NY 11735 (Address)

for the removal and disposal of contaminated sediment from Lake Capri and a portion of Willetts Creek.

Contract Number D003972

NYS Site Number 1-52-033

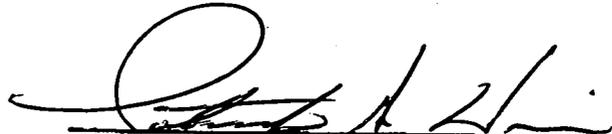
Bids for which will be received on MARCH 17, 1999 (insert Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between Contractor and ourselves and we assume no liability to Department or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of New York.

Attest:

Corporate Seal
(If no seal, write "No Seal" and sign)



Surety's Authorized Signature(s)
PATRICK G. WEIR, ATTORNEY-IN-FACT

(201) 438-7223
Telephone Number for Bonding Company

(914) 777-2663
Telephone Number for Bonding Broker

Attach Power of Attorney

LUMBERMENS MUTUAL CASUALTY COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 1997

Assets

Cash in banks	\$ 69,090,273.
Bonds owned	3,796,060,247.
Stocks	1,646,158,405
Real estate	124,847,340
Premiums in course of collection	1,399,629,715
Accrued interest and other assets	<u>881,470,388</u>
Total	<u>\$7,917,256,368</u>

Liabilities

Reserve for losses and adjusting expenses	\$3,763,096,145
Reserve for unearned premiums	1,022,817,955
Reserve for taxes, expenses and other liabilities	<u>976,832,936</u>
Total	<u>\$5,762,747,036</u>

Surplus as regards policyholders	<u>2,154,509,332</u>
Total	<u>\$7,917,256,368</u>

By *D. C. Elstrom* Attest *J. K. Conway*
Treasurer Secretary

State of Illinois)
) SS
County of Lake)

D. C. Elstrom and J. K. Conway, being duly sworn, say that they are Treasurer and Secretary, respectively, of LUMBERMENS MUTUAL CASUALTY COMPANY, Illinois; that the foregoing is a true and correct statement of the financial condition of said company, as of December 31, 1997.

Subscribed and sworn to before me

This 27th day of February, 1998

Kathleen J. Wurth
Notary Public

"OFFICIAL SEAL"
Kathleen J. Wurth
Notary Public, State of Illinois
My Commission Expires 7/11/98

POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, (hereinafter called the "Company") a corporation organized and existing under the laws of the State of Illinois, and having its principal office in Long Grove, Illinois, does hereby appoint
Patrick G. Weir & Diane Weir in the City of Harrison in the State of NY

its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending on the date specified below, unless sooner revoked for and on its behalf as surety, and as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS FIVE MILLION DOLLARS (\$5,000,000.00)*****

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF December 31st, 1999

This Power of Attorney is executed by authority of a resolution adopted by the Executive Committee of the Board of Directors of the Company on February 23, 1988 at Chicago, Illinois, a true and accurate copy of which are hereinafter set forth and is hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Board of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the Lumbermens Mutual Casualty Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officers, this November 30, 1998.

Attested and Certified:

Lumbermens Mutual Casualty Company

Robert P. Hames



J.S. Kemper III

Robert P. Hames, Secretary

by

J.S. Kemper, III, Exec. Vice President

SECTION V

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of

Dzus Fasteners Site (OU2)-Lake Capri/Willetts Creek Removal and Disposal Contract

Contract Number D003972, NYS Site Number 1-52-033

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

Tully Environmental, Inc.
127-50 Northern Boulevard
Flushing, New York 11368

Fax Number (718) 458 - 5199

Bid

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

UNIT PRICE ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
2A	Hydraulic Dredging - Bulk	19,250 CY	Eighty Seven Dollars Eight Cents	87. ⁸⁸ / ₁₀₀	1,691,717. ⁵⁰ / ₁₀₀
2B	Hydraulic Dredging - Re-Dredging	400 CY	Eighty Seven Dollars Eight Cents	87. ⁸⁸ / ₁₀₀	35,152. ⁸⁰ / ₁₀₀
3	Bulkhead Backfilling	1,400 LF	THIRTY NINE DOLLARS NINETY ONE CENTS	39. ⁹¹ / ₁₀₀	55,871. ³⁰ / ₁₀₀
4	Willetts Creek Excavation	311 CY	FOURTY FOUR DOLLARS NO CENTS	44. ⁰⁰ / ₁₀₀	13,684. ⁰⁰ / ₁₀₀
8	Erosion Control Fencing	1,240 LF	ELEVEN DOLLARS NO CENTS	11. ⁰⁰ / ₁₀₀	13,640. ⁰⁰ / ₁₀₀
9B	HLSA - Clear & Grub	0.85 AC	FIFTY FIVE HUNDRED DOLLARS NO CENTS	5500. ⁰⁰ / ₁₀₀	4675. ⁰⁰ / ₁₀₀
9C	HLSA - 8' Chain Link Fencing	700 LF	EIGHT DOLLARS FORTY NINE CENTS	18. ⁴⁹ / ₁₀₀	12,697. ³⁰ / ₁₀₀
9D	HLSA - 12" Select Gravel	1,200 CY	FOURTEEN DOLLARS THIRTY CENTS	14. ³⁰ / ₁₀₀	17,160. ⁰⁰ / ₁₀₀
10A	Disposal-pressed soils/HAZ	608 TN	ONE HUNDRED THIRTY TWO DOLLARS NO CENTS	132. ⁰⁰ / ₁₀₀	80,256. ⁰⁰ / ₁₀₀
10B	Disposal-pressed soils/NON-H	11,543 TN	FIFTY FIVE DOLLARS NO CENTS	55. ⁰⁰ / ₁₀₀	634,865. ⁰⁰ / ₁₀₀
10C	Disposal-nonpressed/HAZ	500 CY	ONE HUNDRED THIRTY TWO DOLLARS NO CENTS	132. ⁰⁰ / ₁₀₀	66,000. ⁰⁰ / ₁₀₀
10D	Disposal-nonpressed/NON-H	9,500 CY	FOURTY NINE DOLLARS FIFTY CENTS	49. ⁵⁰ / ₁₀₀	470,250. ⁰⁰ / ₁₀₀
10E	Disposal-debris/HAZ	30 CY	TWO HUNDRED SEVENTY FIVE DOLLARS NO CENTS	275. ⁰⁰ / ₁₀₀	8,250. ⁰⁰ / ₁₀₀
10F	Disposal-debris/NON-H	100 CY	TWO HUNDRED TWENTY DOLLARS NO CENTS	220. ⁰⁰ / ₁₀₀	22,000. ⁰⁰ / ₁₀₀
11	Asphalt, 2", Type 2F	12,500 SY	FOURTEEN DOLLARS EIGHT FIVE CENTS	14. ⁸⁵ / ₁₀₀	185,625. ⁰⁰ / ₁₀₀
12B	Fish - Collection & Disposal	1,600 LB	ELEVEN DOLLARS NO CENTS	11. ⁰⁰ / ₁₀₀	17,600. ⁰⁰ / ₁₀₀

27.50
- 0.70

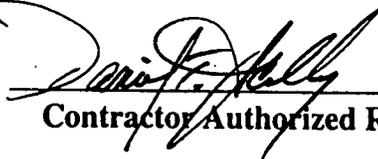
26.80

11,698.00

12,697.30

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

Item No.	Item Description	Unit	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
				Words	Figures	
13	Pollution Liability Insurance	LS	1	ONE HUNDRED THOUSAND DOLLARS	\$100,000.00	100,000.00
	<p>This item (#13) is not to be calculated in the base Bid for the project. Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</p>					
	 Contractor Authorized Representative		TULLY ENVIRONMENTAL, INC. Contractor Name		3/17/99 Date	

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number I-52-033

LUMP SUM ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
1	Mob./Demob. and Site Preparation	1 LS	ONE MILLION THREE HUNDRED THIRTY THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS SIXTY SIX CENTS	1,330,464. ⁸⁶ / _{XX}	1,330,464. ⁸⁶
5	Solids Separation System	1 LS	THREE HUNDRED NINETY FIVE THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS SIXTY FIVE CENTS	394,792. ⁶⁵ / _{XX}	394,792. ⁶⁵
6	Water Treatment System	1 LS	ONE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS EIGHTY SEVEN CENTS	188,911. ⁸⁰ / _{XX}	188,911. ⁸⁰
7	Treatment Building	1 LS	THREE HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS THIRTY CENTS	365,150. ³⁰ / _{XX}	365,150. ³⁰
9A	HLSA - Mobilize and Demob	1 LS	FIVE THOUSAND FIVE HUNDRED DOLLARS NO CENTS	5500. ⁰⁰ / _{XX}	5500. ⁰⁰
9E	HLSA - Landscaped Berm	1 LS	TWELVE THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS SIXTY SEVEN CENTS	12,567. ⁵⁰ / _{XX}	12,567. ⁵⁰
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	TEN THOUSAND EIGHT HUNDRED THIRTY FIVE DOLLARS SIX CENTS	10,835. ⁰⁶ / _{XX}	10,835. ⁰⁰
<p>Grand Total Bid: \$ <u>5,867,065.⁹¹/_{XX}</u> (including item 9F (allocation)) - 26.⁸⁰ (Price in figures) 639.11</p>					

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda whether or not listed herein.

<i>Addendum Number</i>	<i>Date of Addendum</i>
No. 1	2/25/99
No. 2	3/11/99
_____	_____
_____	_____

Accompanying this proposal is bid security in the amount of \$ 5 %; said security is in the form of \$ _____ certified check or checks, and \$ 5 % Bid Bond which shall become the property of the Department if this proposal shall be accepted by Department, and the undersigned shall fail to execute and return the contract in a timely manner or fail to comply with the requirements of the Bidding Documents.

Corporate Seal
(If no seal, write "No Seal" and sign)

Tully Environmental, Inc.
Legal Name of Person, Partnership or Corporation

By Peter K. Tully
Print Name


Signature

Date March 16, 1999

Please Complete Information Requested Below:

The P.O. address of the bidder is: _____

Federal Identification Number is: 11-3114572

If a Corporation

<i>Name</i>	<i>Address</i>
<u>Peter K. Tully</u> , President	<u>4 Shady Meadow Lane, Muttontown, NY 11791</u>
<u>Kenneth W. Tully</u> , Secretary	<u>59 Colonial Drive, Plandome, NY 11030</u>
<u>James M. Tully</u> , Treasurer	<u>28 Shady Lane, Laurel Hollow, NY 11791</u>

If a Partnership

<i>Name</i>	<i>Address</i>
_____, President	_____
_____, Secretary	_____
_____, Treasurer	_____

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Queens) s.s.:

On the 17th day of March, 19 99, before me personally came Peter K. Tully to me known, who being duly sworn, did depose and say that (s)he resides in 4 Shady Meadow Lane, New York; that (s)he is President (title) of Tully Environmental, Inc. (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

VINCENZA C. CINQUE
Notary Public, State of New York
No. 01CI5197600
Qualified in Queens County
Commission Expires Nov 31, 2000

Vincenza Cinque

Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

Bidder's/Proposer's Certification

Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

ARTICLE 1(b) - Non Collusion, State Finance Law §139-d

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

ARTICLE 1(c) - MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).
- 2) Has business operations in Northern Ireland (Check Answer):
Yes _____ or No X _____ If yes, complete #3
- 2) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles. (Check Answer):
Yes _____ or No _____

NOTE: All references to "bid" "bidder" shall be deemed to include "proposer" "proposal."

3/17/99

Date

Corporate Seal

(If no seal, write "No Seal" and sign)

Peter K. Tully - President

Print Name and Title


Signature

Article 1(b) and 1(c) Certification

Bid Security

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.

ARTICLE 1(e) - Bid Bond

Know all men by these presents, that we, the undersigned, TULLY ENVIRONMENTAL, INC., as Principal, and SEABOARD SURETY COMPANY, as Surety, are hereby held and firmly bound unto New York State Department of Environmental Conservation in the penal sum of Five Percentum of Attached Bid (5%) for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 17th day of March, 1999.

The condition of the above obligation is such that whereas the Principal has submitted to New York State Department of Environmental Conservation certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Removal and Disposal of Contaminated Sediment from Lake Capri and a portion of Willetts Creek

Now, Therefore

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

TULLY ENVIRONMENTAL, INC.
Principal
Peter K. Tully, President
SEABOARD SURETY COMPANY
By T.M. Tyrrell
T.M. Tyrrell, Attorney-in-Fact

(ACKNOWLEDGMENT BY SURETY COMPANY)

State of Albany)
County of New York) s.s.:

On this 17th day of March, 19 99 before me personally came T.M. Tyrrell to me known, who being by me duly sworn, did depose and say that he/she resides in Albany, NY, that he/she is the Attorney-in-Fact (title) of the Seaboard Surety Company (firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and the he/she signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

[Signature]
Notary Public
Albany Co.
Comm. Exp. 9/30/2000

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of Albany) s.s.:

On the 17th day of March, 19 99, before me personally came Peter K. Tully to me known, who being duly sworn, did depose and say that (s)he resides in Murrontown, NY, New York; that (s)he is President (title) of Tully Environmental, Inc. (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his/her name thereto by like order.

Seal

[Signature]
Notary Public
Albany Co., Comm. Exp. 9/30/2000

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ___, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

Certified Copy

SEABOARD SURETY COMPANY

22- 4838

No. 12148

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **F. E. O'Brien, Jr. or C. C. Leach or T. M. Tyrrell or T. R. Tyrrell or K. J. Furlong or P. J. Clyne or A. L. Getz or F. E. O'Brien, III**

of Albany, New York

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect.

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative.

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 18th day of March, 1994



Attest:

(Seal)

Adelyn M. Fuller
Assistant Secretary

SEABOARD SURETY COMPANY,

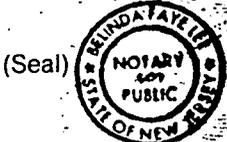
By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY ss. COUNTY OF SOMERSET

On this 18th day of March, 1994, before me personally appeared Michael B. Keegan, a Vice-President of SEABOARD SURETY COMPANY,

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey, that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.



BELINDA FAYE LEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 9, 1998

Belinda Faye Lee
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 17th day of March, 1999



Diana M. Klement
Assistant Secretary
Form 957 (Rev. 7/84)

ARTICLE 2(b) - Statement of Surety's Intent

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of TULLY ENVIRONMENTAL, INC. (Contractor)

of 127-50 Northern Blvd., Flushing, NY 11368 (Address)

for the removal and disposal of contaminated sediment from Lake Capri and a portion of Willetts Creek.

Contract Number D003972

NYS Site Number 1-52-033

Bids for which will be received on March 17th, 1999 (insert Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between Contractor and ourselves and we assume no liability to Department or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of New York.

~~Attest~~ WITNESS:

C. Lopez
Corporate Seal
(If no seal, write "No Seal" and sign)

SEABOARD SURETY COMPANY

Surety's Authorized Signature(s)

[Signature]
Telephone Number for Bonding Company

T.M. Tyrrell, Attorney-in-Fact
518-463-3181

Telephone Number for Bonding Broker

Attach Power of Attorney

410-205-0880

Telephone Number for Bonding Company

Financial Statement - December 31, 1997

Seaboard Surety Company

Assets

Liabilities, Surplus, & Other Funds

Bonds	\$135,983,177
Stocks	11,824,864
Cash on Hand/Deposit	2,481,633
Short Term Investments	6,490,287
Accrued Interest & Dividends	2,204,391
Other Assets	<u>1,218,854</u>

Other Expenses	\$ 115,429
Taxes, Licenses and Fees	6,007
Federal & Foreign Income Taxes	388,752
Due to Affiliates	618,380
Payable for Securities	<u>157,133</u>

Total Liabilities \$1,285,701

Capital Paid Up	5,000,000
Surplus	<u>153,917,505</u>

Surplus as Regards Policyholders 158,917,505

Total Assets \$160,203,206

Total Liabilities & Surplus \$160,203,206

Securities carried at \$8,219,446 in the foregoing statements, are deposited as required by law.

STATE OF MINNESOTA)
) SS
 COUNTY OF RAMSEY)

John Treacy, Vice President of the Seaboard Surety Company, being duly sworn, deposes and says that he is the above described officer of said company; that said company is a corporation duly organized, existing and engaging in business as a surety company under and by virtue of the laws of the State of New York, and has duly complied with all requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that the above is a true statement of the assets and liabilities of said company of the 31st day of December, 1997.

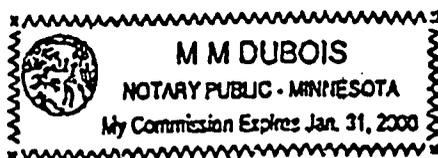
Subscribed and sworn to before me this 3rd day of March, 1998.

M M Dubois

John Treacy

John Treacy, Financial Reporting Officer

G:\Puar97\seab.doc



Certified Copy

SEABOARD SURETY COMPANY

22- 4837

No. 12148

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **F. E. O'Brien, Jr. or C. C. Leach or T. M. Tyrrell or T. R. Tyrrell or K. J. Furlong or P. J. Clyne or A. L. Getz or F. E. O'Brien, III** of Albany, New York its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: **Without Limitations**

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect.

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto. Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company (a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary, or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine. The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this **18th** day of **March**, 19**94**



Attest

(Seal) *Adelyn M. Fuller*
Assistant Secretary

SEABOARD SURETY COMPANY,

By *Michael B. Keegan*
Vice-President

STATE OF NEW JERSEY ss.
COUNTY OF SOMERSET

On this **18th** day of **March**, 19**94**, before me personally appeared **Michael B. Keegan**, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of **New Jersey**, that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.



BELINDA FAYE LEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires **Sept. 9, 1998**

Belinda Faye Lee
Notary Public

C E R T I F I C A T E

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this **17th** day of **March**, 19**99**



Diana M. Klerest
Assistant Secretary

Form 957 (Rev. 7/84)

STATE OF NEW YORK
COUNTY OF Albany

} ss.:

On the 17th day of March in the year 1999, before me personally came

T.M. Tyrrell to me known, who, being by me duly sworn, did

depose and say that he resides in Albany, NY, N. Y.; that he is the Attorney-in-fact of the SEABOARD SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Seaboard Surety Company his certificate of qualification, evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

John H. H. H.

Notary Public

Albany Co.

Comm. Exp. 9/30/2000

Form 860 Rev. 10/97

SECTION V

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of

Dzus Fasteners Site (OU2)-Lake Capri/Willetts Creek Removal and Disposal Contract

Contract Number D003972, NYS Site Number 1-52-033

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

CONSOLIDATED TECHNOLOGIES, INC.

2230 DEKALB STREET

NORRISTOWN, PA 19401

Fax Number (610) 278 - 6902

Bid

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

UNIT PRICE ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
2A	Hydraulic Dredging - Bulk	19,250 CY	Forty two and eighty five	42.85	824,862.50
2B	Hydraulic Dredging - Re-Dredging	400 CY	Twenty seven and eighty one	27.81	11,124.00
3	Bulkhead Backfilling	1,400 LF	Sixty and eighty cents	60.80	85,120.00
4	Willetts Creek Excavation	311 CY	Seventy two dollars and seventy six cents	72.76	22,628.36
8	Erosion Control Fencing	1,240 LF	Eight dollars and twenty five cents	8.25	10,230.00
9B	HLSA - Clear & Grub	0.85 AC	Thirteen thousand four hundred twenty eight	13,428	11,413.80
9C	HLSA - 8' Chain Link Fencing	700 LF	Twenty two dollars and twenty five cents	22.25	15,575.00
9D	HLSA - 12" Select Gravel	1,200 CY	Thirty eight dollars and eighty five cents	38.85	46,620.00
10A	Disposal-pressed soils/HAZ	608 TN	One hundred fifty six dollars	156.00	94,848.00
10B	Disposal-pressed soils/NON-H	11,543 TN	Fifty nine dollars	59.00	681,037.00
10C	Disposal-nonpressed/HAZ	500 CY	Two hundred fifty one and no cents	251.00	125,500.00
10D	Disposal-nonpressed/NON-H	9,500 CY	Eighty six and no cents	86.00	817,000.00
10E	Disposal-debris/HAZ	30 CY	Two hundred seventy four	274.00	8,220.00
10F	Disposal-debris/NON-H	100 CY	One hundred six dollars	106.00	10,600.00
11	Asphalt, 2", Type 2F	12,500 SY	Eight dollars and ninety cents	8.90	111,250.00
12B	Fish - Collection & Disposal	1,600 LB	Five dollars	5.00	8,000.00

New York State Department of Environmental Conservation

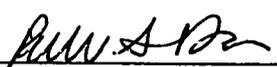
Project Number D003972, NYS Site Number 1-52-033

LUMP SUM ITEMS

Payment Item Number	Description	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
			Words	Figures	
1	Mob./Demob. and Site Preparation	1 LS	FIVE HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED NINETY NINE	547,699	547,699.00
5	Solids Separation System	1 LS	ONE MILLION SEVEN HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED AND FOUR	1,773,304	1,773,304.00
6	Water Treatment System	1 LS	TWO HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED	255,900	255,900.00
7	Treatment Building	1 LS	ONE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED SIXTY SEVEN	166,467	166,467.00
9A	HLSA - Mobilize and Demob	1 LS	SIXTY SIX THOUSAND	66,000	66,000.00
9E	HLSA - Landscaped Berm	1 LS	TWENTY ONE THOUSAND THREE HUNDRED EIGHTY ONE	21,381	21,381.00
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	TWENTY THOUSAND SIX HUNDRED FIFTY FIVE	20,655	20,655.00
<p>Grand Total Bid: \$ <u>5,965,434.66</u> (including item 9F (allocation)) (Price in figures)</p>					

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

Item No.	Item Description	Unit	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
				Words	Figures	
13	Pollution Liability Insurance	LS	1		118,000	118,000
	<p><u>This item (#13) is not to be calculated in the base Bid for the project. Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</u></p>					
	 Contractor Authorized Representative	CONSOLIDATED TECHNOLOGIES, INC.	3/10/99			
				Contractor Name	Date	



March 16, 1999

New York State Department of Environmental Conservation
Division of Management and Budget Services
Procurement Bureau, Room 686
50 Wolf Road
Albany, New York 12233-5027

Attention: Rose Dolan

Re: Contract No. D003972
Dzus Fasteners Site (OU2)
Lake Capri/Willets Creek
Removal and Disposal Contract

Dear Ms. Dolan:

Consolidated Technologies, Inc. (CTI) is pleased to provide the attached quotation for the above referenced project.

CTI appreciates the opportunity to present this quotation to the NYSDEC, we look forward to providing you with a timely, responsible, cost effective solution for this project.

If you have any questions, or need additional information please do not hesitate to contact me.

Sincerely,
CONSOLIDATED TECHNOLOGIES, INC.

Robb S. Davis
Vice President

Enclosures

SECTION V

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of
Dzus Fasteners Site (OU2)-Lake Capri/Willetts Creek Removal and Disposal Contract

Contract Number D003972, NYS Site Number 1-52-033

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

SEVENSON ENVIRONMENTAL SERVICES, INC.
c/o MICHAEL A. EJIA, PRESIDENT
2749 LOCKPORT ROAD
NIAGARA FALLS, N.Y. 14305

Fax Number (716) 284 - 1796

Bid

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

UNIT PRICE ITEMS

<i>Payment Item Number</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
			<i>Words</i>	<i>Figures</i>	
2A	Hydraulic Dredging - Bulk	19,250 CY	One hundred fifty-six	\$ 156.00	\$ 3,003,000.00
2B	Hydraulic Dredging - Re-Dredging	400 CY	One hundred sixty-four	164.00	65,600.00
3	Bulkhead Backfilling	1,400 LF	Seventy-one	71.00	99,400.00
4	Willetts Creek Excavation	311 CY	Two hundred ten	210.00	65,310.00
8	Erosion Control Fencing	1,240 LF	Two and 75/100	2.75	3,410.00
9B	HLSA - Clear & Grub	0.85 AC	Thirteen thousand	13,000.00	11,050.00
9C	HLSA - 8' Chain Link Fencing	700 LF	Forty-one	41.00	28,700.00
9D	HLSA - 12" Select Gravel	1,200 CY	Twenty three and 25/100	23.25	27,900.00
10A	Disposal-pressed soils/HAZ	608 TN	One hundred twenty-seven	127.00	77,216.00
10B	Disposal-pressed soils/NON-H	11,543 TN	Twenty nine	29.00	334,747.00
10C	Disposal-nonpressed/HAZ	500 CY	One hundred five	105.00	52,500.00
10D	Disposal-nonpressed/NON-H	9,500 CY	Seventy six	76.00	722,000.00
10E	Disposal-debris/HAZ	30 CY	One hundred fifty-six	156.00	4,680.00
10F	Disposal-debris/NON-H	100 CY	Sixty three	63.00	6,300.00
11	Asphalt, 2", Type 2F	12,500 SY	Seven and 10/100	7.10	88,750.00
12B	Fish - Collection & Disposal	1,600 LB	Twelve	12.00	19,200.00

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

LUMP SUM ITEMS

<i>Payment Item Number</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
			<i>Words</i>	<i>Figures</i>	
1	Mob./Demob. and Site Preparation	1 LS	Nine hundred thirteen thousand, eight hundred ninety-three	\$913,893.00	\$ 913,893.00
5	Solids Separation System	1 LS	Six hundred forty-three thousand three hundred forty-seven	643,347.00	643,347.00
6	Water Treatment System	1 LS	Five hundred ninety-nine thousand eight hundred thirty-eight	599,838.00	599,838.00
7	Treatment Building	1 LS	Four hundred six thousand five hundred ninety-one	406,591.00	406,591.00
9A	HLSA - Mobilize and Demob	1 LS	Twenty five thousand, five hundred thirty-four	25,534.00	25,534.00
9E	HLSA - Landscaped Berm	1 LS	Sixty thousand, six hundred	60,600.00	60,600.00
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	Eight thousand, two hundred thirty two	8,232.00	8,232.00
<p>Grand Total Bid: \$ <u>7,497,798.00</u> (including item 9F (allocation))</p> <p align="center">(Price in figures)</p>					

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
13	Pollution Liability Insurance	LS	1	Forty five thousand	45,000.00	45,000.00
	<p><u>This item (#13) is not to be calculated in the base Bid for the project. Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</u></p>					
						
	Contractor Authorized Representative		Contractor Name		Date	
	Michael A. Elia, President		Sevenson Environmental Services, Inc.		3/16/99	

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda whether or not listed herein.

Addendum Number	Date of Addendum
<u>1</u>	<u>2-25-99</u>
<u>2</u>	<u>3-11-99</u>

Accompanying this proposal is bid security in the amount of \$ _____; said security is in the form of \$ _____ certified check or checks, and \$ 5% Bid Bond which shall become the property of the Department if this proposal shall be accepted by Department, and the undersigned shall fail to execute and return the contract in a timely manner or fail to comply with the requirements of the Bidding Documents.

Corporate Seal
(If no seal, write "No Seal" and sign)

SEVENSON ENVIRONMENTAL SERVICES, INC.

Legal Name of Person, Partnership or Corporation

MICHAEL A. ELIA

By

Print Name



Signature

Date

3-16-99

Please Complete Information Requested Below:

The P.O. address of the bidder is: 2749 LOCKPORT ROAD, NIAGARA FALLS, N.Y. 14305

Federal Identification Number is: 16-1091535

If a Corporation

Name

Address

MICHAEL A. ELIA, President
WILLIAM J. McDERMOTT, Secretary
DENA M. ARMSTRONG, Treasurer

2749 LOCKPORT ROAD, NIAGARA FALLS, N.Y. 14305
2749 LOCKPORT ROAD, NIAGARA FALLS, N.Y. 14305
2749 LOCKPORT ROAD, NIAGARA FALLS, N.Y. 14305

If a Partnership

Name

Address

_____, President
_____, Secretary
_____, Treasurer

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of New York)
County of NIAGARA) s.s.:

On the 16th day of MARCH, 19 99, before me personally came Michael A. CLIA to me known, who being duly sworn, did depose and say that (s)he resides in WATERLOO, New York; that (s)he is PRESIDENT (title) of SEVENSON ENVIRONMENTAL SERVICES (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

Karen H. Rogers
Notary Public

KAREN H. ROGERS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 8-24-99

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is an officer of _____ (firm); namely, the _____ (title) of _____ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me known and known to me to be a member of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of _____, 19 ____, before me personally came _____ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

Bidder's/Proposer's Certification

Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

ARTICLE 1(b) - Non Collusion, State Finance Law §139-d

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

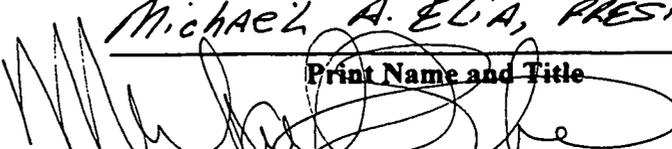
ARTICLE 1(c) - MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).
- 2) Has business operations in Northern Ireland (Check Answer):
Yes _____ or No If yes, complete #3
- 2) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles. (Check Answer):
Yes _____ or No _____

NOTE: All references to "bid" "bidder" shall be deemed to include "proposer" "proposal."

3-16-99
Date

Corporate Seal
(If no seal, write "No Seal" and sign)

Michael A. ELIA, PRESIDENT
Print Name and Title

Signature

Article 1(b) and 1(c) Certification

Bid Security

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.

SECTION V

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Construction of

Dzus Fasteners Site (OU2)-Lake Capri/Willetts Creek Removal and Disposal Contract

Contract Number D003972, NYS Site Number 1-52-033

To The New York State Department of Environmental Conservation

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of the Bidding Information and Requirements, Section III.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be mailed, telegraphed or delivered:

Four Seasons Environmental, Inc.

3499 I-10 Frontage Road

Port Allen, Louisiana 70767

Attention: Michael R. Robicheaux

Fax Number (225) 344 - 6832

Bid

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

UNIT PRICE ITEMS

<i>Payment Item Number</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
			<i>Words</i>	<i>Figures</i>	
2A	Hydraulic Dredging - Bulk	19,250 CY	One Hundred Forty-Six & 54/100	146.54	2,820,895.00
2B	Hydraulic Dredging - Re-Dredging	400 CY	One Hundred Seventy-Five & 60/100	175.60	70,240.00
3	Bulkhead Backfilling	1,400 LF	Thirty-Eight and 62/100	38.62	54,068.00
4	Willetts Creek Excavation	311 CY	Two Hundred Seventy-Eight & 37/100	278.37	86,573.07
8	Erosion Control Fencing	1,240 LF	Four and 84/100	4.84	6,001.60
9B	HLSA - Clear & Grub	0.85 AC	Twelve Thousand Five Hundred Seven and 80/100	12,507.80	10,631.63
9C	HLSA - 8' Chain Link Fencing	700 LF	Twenty-Six and 43/100	26.43	18,501.00
9D	HLSA - 12" Select Gravel	1,200 CY	Thirty-Five and 00/100	35.00	42,000.00
10A	Disposal-pressed soils/HAZ	608 TN	One Hundred Eighty and 75/100	180.75	109,896.00
10B	Disposal-pressed soils/NON-H	11,543 TN	Seventy-Eight and 10/100	78.10	901,508.30
10C	Disposal-nonpressed/HAZ	500 CY	Two Hundred Fifteen and 42/100	215.42	107,710.00
10D	Disposal-nonpressed/NON-H	9,500 CY	Eighty-Four and 70/100	84.70	804,650.00
10E	Disposal-debris/HAZ	30 CY	One Hundred Forty-Five and 55/100	145.55	4,366.50
10F	Disposal-debris/NON-H	100 CY	Fifty-Seven and 22/100	57.22	5,722.00
11	Asphalt, 2", Type 2F	12,500 SY	Ten and 20/100	10.20	127,500.00
12B	Fish - Collection & Disposal	1,600 LB	Five and 05/100	5.05	8,080.00

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

LUMP SUM ITEMS

<i>Payment Item Number</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
			<i>Words</i>	<i>Figures</i>	
1	Mob./Demob. and Site Preparation	1 LS	Five Hundred Twelve Thousand Two Hundred Forty-Six & 00/100	512,246.00	512,246.00
5	Solids Separation System	1 LS	One Million Seventy-Eight Thousand Forty-Two & 00/100	1,078,042.00	1,078,042.00
6	Water Treatment System	1 LS	Four Hundred Twelve Thousand Two Hundred Ninety-Five & 00.100	412,295.00	412,295.00
7	Treatment Building	1 LS	Two Hundred Fifty-Eight Seven Hundred Fifty-Five & 00.100	258,755.00	258,755.00
9A	HLSA - Mobilize and Demob	1 LS	Twenty-Five Thousand Six Hundred Ninety & 00.100	25,690.00	25,690.00
9E	HLSA - Landscaped Berm	1 LS	Eighteen Thousand Two Hundred Twenty-Three & 00.100	18,223.00	18,223.00
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	Six Thousand Nine Hundred Nineteen & 00.100	6,919.00	6,919.00
<p><i>Grand Total Bid:</i> \$ <u>7,720,513.10</u> (including item 9F (allocation))</p> <p align="center">(Price in figures)</p>					

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

Item No.	Item Description	Unit	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
				Words	Figures	
13	Pollution Liability Insurance	LS	1	Zero and 00/100	0.00	0.00
	<p><u>This item (#13) is not to be calculated in the base Bid for the project.</u> Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</p>					
	 Contractor Authorized Representative Michael R. Robicheaux		<u>Four Seasons Environmental, Inc.</u> Contractor Name		<u>3/16/99</u> Date	

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda whether or not listed herein.

<i>Addendum Number</i>	<i>Date of Addendum</i>
<u>1</u>	<u>2/25/99</u>
<u>2</u>	<u>3/11/99</u>

Accompanying this proposal is bid security in the amount of 5% of the Greatest \$ Amount Bid; said security is in the form of \$ certified check or checks, and \$ Greatest Amount Bid Bond which shall become the property of the Department if this proposal shall be accepted by Department, and the undersigned shall fail to execute and return the contract in a timely manner or fail to comply with the requirements of the Bidding Documents.

Corporate Seal
(If no seal, write "No Seal" and sign)

Four Seasons Environmental, Inc.
Legal Name of Person, Partnership or Corporation

By Michael R. Robicheaux
Print Name


Signature

Date March 16, 1999

Please Complete Information Requested Below:

The P.O. address of the bidder is: Not Applicable

Federal Identification Number is: 56-1353587

If a Corporation

<i>Name</i>	<i>Address</i>
<u>Quint Barefoot</u> , President	<u>3107 South Elm-Eugene St., Greensboro, NC 27406</u>
<u>Ken Carder</u> , Secretary	<u>3107 South Elm-Eugene St., Greensboro, NC 27406</u>
<u>Ken Carder</u> , Treasurer	<u>3107 South Elm-Eugene St., Greensboro, NC 27406</u>

If a Partnership

<i>Name</i>	<i>Address</i>
_____, President	_____
_____, Secretary	_____
_____, Treasurer	_____

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of LOUISIANA)
County of EAST BATON ROUGE) s.s.:
PARISH

On the 16th day of March, 19 99, before me personally came Michael R. Robicheaux to me known, who being duly sworn, did depose and say that (s)he resides in Breaux Bridge, New York; LA that (s)he is Vice President (title) of Four Seasons Environmental, Inc. (firm) the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his(her) name thereto by like order.

Seal

[Handwritten Signature]
Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of)
County of) s.s.:

On the ___ day of ___, 19 ___, before me personally came ___ to me known, who being duly sworn, did depose and say that (s)he resides in ___, New York; that (s)he is an officer of ___ (firm); namely, the ___ (title) of ___ (firm); that (s)he is authorized by the governing body of said corporation to sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of ___, 19 ___, before me personally came ___ to me known and known to me to be a member of ___, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Seal

Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of)
County of) s.s.:

On the ___ day of ___, 19 ___, before me personally came ___ to me personally known, and known to me to be the individual described in, and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

Notary Public

Bidder's/Proposer's Certification

Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles

BY SUBMISSION OF THIS BID AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

ARTICLE 1(b) - Non Collusion, State Finance Law §139-d

- 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

ARTICLE 1(c) - MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).
- 2) Has business operations in Northern Ireland (Check Answer):
Yes _____ or No X If yes, complete #3
- 2) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles. (Check Answer):
Yes _____ or No _____

NOTE: All references to "bid" "bidder" shall be deemed to include "proposer" "proposal."

March 16, 1999

Date

Michael R. Robicheaux-Vice President

Print Name and Title

Corporate Seal

(If no seal, write "No Seal" and sign)



Signature

Article 1(b) and 1(c) Certification

March 16, 1999

Ms. Rose Dolan
Division of Management and Budget Services
Procurement Bureau
New York State Department of Environmental Conservation
50 Wolf Road, Room 686
Albany, New York 12233-5027

Re: Dzus Fasteners Site – Lake Capri/Willetts Creek Removal and Disposal
Site Number 1-52-033
West Islip, Long Island, New York
Four Seasons Proposal No. 99-030-041-02

Dear Ms. Dolan:

Four Seasons Environmental, Inc. (Four Seasons), a wholly owned subsidiary of Great Lakes Chemical Corporation, appreciates the opportunity to submit to the New York State Department of Environmental Conservation (NYDEC) the attached proposal for the Dzus Fasteners Site – Lake Capri/Willetts Creek Removal and Disposal project in West Islip, Long Island, New York.

Four Seasons appreciates the opportunity to offer our services to NYDEC and looks forward to this project. If you have any questions concerning this proposal, please feel free to contact me at (225) 344-6570.

Sincerely,

Four Seasons Environmental, Inc.



Sean M. Kirkpatrick
Dewatering Project Development Manager

SMK/acb
attachment

Addendum #1 2/25/99

D0039 West Islip Dzus Fasteners Site # 1-52-033

BID DATE: ~~3/2/99~~ 3/9/99 1pm.

SALE DATE: _____

NUMBER	NAME, ADDRESS, TELEPHONE and FAX NUMBERS	MAIL DATE FedEx/UPS	PICK UP DATE	CHECK # AMOUNT
1	Fuller & O'Brien Ins / Tully Const. Co. Inc. 127-50 Northern Blvd. N 402 723 1976 Flushing NY 11368-1520 718-458-5199 N4027208779 518 463 3181	ups 2/5/99	2 sets	039486 98.00
2	Hazardous Elimination Corp. 195 H. Central Ave N 402 723 1985 Farmingdale NY 11735-6904 N4027208788 516-752-2910	ups 2/5/99		1899 \$49.00
3	Delaware Eng. P.C. N 402 723 1994 28 madison Ave Ext. 518-452-1335 Albany NY 12203 518 452-1290 N4027208804		2/8/99	2283 \$49.00
4	Four Seasons Envir. Inc. N 402 723 2000 3499 F-10 Frontage Rd Port Allen LA 70767 504-344-6832 N4027208813 222 344 6510	Fed. Exp. 2/8/99	2 sets	233+234 98.00
5	IT Corp N 402 723 2019 200 Horizon Cntr - Blvd Trenton NJ 08691-1904 609-588-6404 N4027208822 609 554 8000	Fed Exp. 2/8/99		116 \$49.00
6	IT Corp. N 402 723 2028 101 Colin Dr. 516-472-4077 Holbrook NY 11741 516 472 4000 N4027208831	Fed Exp. 2/8/99		1683 49.00
7	Clean Harbors Envir. N 402 723 2037 32 Bask Rd 518-434-9118 Glenmont NY 12077 N4027208840 518 434 0149		2/8/99	887 \$49.00
8	Aqua Dredge N 402 723 2046 70 Bram Ridge Rd 914-273-3179 Armonk NY 10504 N4027208859 914 273 3179		2/9/99	CASH \$49.00
9	Aftek Inc. N 402 723 1896 740 Driving Park Rochester NY 14613 N4027208868 800 240 5346		2/9/99	1331 \$49.00
10	Atlantic Coast Dock Bldg Corp 72 Tahlulah Lane N 402 723 1841 West Islip NY 11795 516 587-0121 N4027208877	ups 2/9/99		8509 49.00

516-321-1340

D0039 - West Islip Dues Fasteners Site # 1-52-033

BID DATE: 2/9/99 1pm.

SALE DATE: _____

NUMBER	NAME, ADDRESS, TELEPHONE and FAX NUMBERS 716-284-1796	MAIL DATE FedEx/UPS	PICK UP DATE	CHECK # AMOUNT
11	Sevenson Envir. Serv. Inc. 2749 Lockport Rd N4027231467 Niagara Falls NY 14305 N4027231609 716 284-0431	Fed Exp. 2/9/99		005163 \$49.00
12	Miller Envir. Group Inc. 50 Church St N4027231476 Albany NY 12202 N4027231618 518 436 6552	516-369- 4909	2/9/99	143 \$49.00
13	Handex Envir. Inc. 732-536-7751 500 Campus Dr N4027231458 Morgantown NJ 07751-0451 N4027231627 732 536 8500	Fed Exp. 2/10/99		249296 \$49.00
14	LoDuca Assoc. Inc. N4027231449 840 South Second St Ronkonkoma NY 11779 N4027231636 516 580-1200	Fed Exp. 2/10/99		8071 \$49.00
15	Blue Water Envir Inc. 1610 New Highway N4027231412 Farmingdale NY 11735 516-752-3008 N4027231645 516 2491877	Fed Exp. 2/15/99		2255 \$49.00
16	Guy Pratt Inc. N4027231654 609 Union Ave N4027231403 Holtsville NY 11742 516-289-6119	Fed Exp 2/16/99		677.8 49.00
17	Hydropress Envir. Serv. Inc. 81 West St N4027231421 West Hatfield MA 01088 413-247-9401 N4027231663 413 247 9656		2/19/99	3942 49.00
18	Iron Eagle Envir. Serv. Inc. 3010 Burnis Ave N4027231430 Wantagh NY 11793 N4027231672 516 826 6548	ups 2/19/99		P.M.O. 184628.73 49.00
19	Galvin Pros. Inc. N4027208975 149 Steamboat Rd. Great Neck NY 11024 516-466-3607 N4027231681 516 466 3785	Fed Exp. 2/19/99		9072 49.00
20	Blandford Land Clearing Corp. 720 64th St N4027208984 Brooklyn NY 11220 N4027231707 718 238 1922	ups Next Air 2/19/99		65398 \$49.00

00039 - West Islip Dzus Fasteners site #

BID DATE: 3/9/99 1pm

1-52-033

SALE DATE: _____

NUMBER	NAME, ADDRESS, TELEPHONE and FAX NUMBERS	MAIL DATE FedEx/UPS	PICK UP DATE	CHECK # AMOUNT
21	RICK CARZ N4027231716 Quanterra Inc. N4027231850 17 Whiting Way Needham, MA 02492 781-455-0654	UPS 2/22		654 \$14900
22	Amma Const. Corp. 516 3516124 192 west 9th St N4027231725 Huntington Station NY 11796 N4027231869	Fed Exp. 2/23/99	516- 351-7062	30282 \$49.00
23	Clean Earth Inc N4027231734 2230 DeKalb St. N4027231878 NORRISTOWN, PA 19401 610-278-6915	Fed-Ex 2/24/99		301006 0082 \$14900
24	Dolores Sweigart (610) 497-9708 Mobile Dredging & Pumping Co. N4027231887 3100 Bethel Rd. Chester, PA 19013-1488 610-497-9703			

OVER

From: John Haskins
To: NYSDEC0.Remediat.gwburke
Date: 4/9/99 12:19pm
Subject: Background Check - Blue Water Environmental -Reply

I research the Division of Law Enforcement files for Blue Water Environmental. I located two records for this company: Our files: AC021294 and AC018965. Each is a conviction the first from 11/28/95 and the second from 4/18/97. Both offenses are waste transportation violations. If you require any additional information please contact me directly.

CC: admin.radolan

Fine
\$100.00

364.6. b) Improper

Display of Name
& Permit No.

\$500.00

364.6. d) leaking waste

From: Gerard Burke
To: nysdec.law.eearmate, nysdec.main.jfhaslin
Subject: Backgourn Violations Check - Blue Water Environmental

Dear Elissa and Bob,

Please provide a background violations investigation for the following company:

Blue Water Environmental, Inc.
1610 New Highway
Farmingdale, New York 11735

Federal ID Number: 11-3072481

This company is the apparent low-bidder on the Dzus fasteners Lake Capri dredging project

Thank you for your time. My telephone number is 7-9285.

Gerard Burke

CC: rcknizek

NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE

INSTRUCTIONS

Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract of \$10,000 or more, or when proposed for subcontract work valued at \$10,000 or more. If you submitted one within 12 months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question, or you wish to give further explanation complete by attaching extra pages. All questions must be answered.

NOTE: Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law: yes, no. If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

GENERAL INFORMATION

1. NAME OF FIRM Blue Water Environmental, Inc.
 DBA NAME, IF ANY _____
 MAILING ADDRESS 1610 New Highway FAX NO. (516) 752-3008
 ACTUAL LOCATION Same PHONE NO. (516) 752-2145
 CITY Farmingdale COUNTY Suffolk STATE NY ZIP 11735

2. TYPE OF FIRM (Check Only One) XX CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____ JOINT VENTURE _____

3. HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS? 8 UNDER THE SAME NAME? Yes

4. WHAT IS THE FIRM'S BONDING RANGE? 10,000,000 SINGLE PROJECT 20,000,000 AGGREGATE

5. ARE YOU CERTIFIED AS A DBE MBE _____ IF SO, WITH WHOM _____

OWNERSHIP, MANAGEMENT, AFFILIATION

Identify each person who is, or has been within the past five years, an owner of 5.0% or more of the firm's shares, a director an officer, a partner or the proprietor. Joint ventures: provide information for all firms involved. Fill in name, % owned, office held; indicate by Y or N whether director, officer or partner.

FIRST NAME	MI	LAST NAME	DATE OF BIRTH	% OWNED	DIRECTOR (Y or N)	OFFICER (Y or N)	TITLE	PARTNER (Y or N)
Michael	J	Posillico	4/27/82	33 1/3		Yes	President	
Paul	F	Posillico	6/24/73	16.85		Yes	Vice President	
Joseph	D	Posillico III	5/31/69	16.85		Yes	Treasurer	
Joseph	K	Posillico	1/21/59	33 1/3		Yes	Secretary	

7. Does the firm own, or has the firm within the past five years owned, 5.0% or more of any other firm?

XXX Yes, list below No

FEDERAL ID NO.	% OWNED	COMPANY NAME	ADDRESS
11-3421176	50%	Con-Strux LLC	702 Grand Blvd., Westbury, NY 11590
11-3432438	40%	The Oaks at East Northport LLC	1610 New Highway, Farmingdale, NY 11735

8. Identify any affiliate not listed in your answered to questions 6 and 7. For purposes of this question your firm and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

FEDERAL ID NO.	COMPANY NAME	ADDRESS

9. Identify any and all shareholders, directors, officers, partners, or proprietors in common between your firm and any firm listed in response to questions 6, 7 or 8:

FEDERAL ID NO.	FIRST NAME, MI & LAST NAME	OTHER FIRM
11-3244520	Gary Fierro	
11-3244520	Tony Fierro	AFG Contracting, Inc.
11-2847803	Ferdinand Sipala	AFG Contracting, Inc.
11-2847803	Richard Sipala	DFB Enterprises
11-3427306	Sandy Nicolia	DFB Enterprises
11-3427306	Roberto Nicolia	Superior Aggregates Supply LLC
11-3427306	Antonio Nicolia	Superior Aggregates Supply LLC
11-3427306	Franko Nicolia	Superior Aggregates Supply LLC
11-3427306	Gian Pierro Nicolia	Superior Aggregates Supply LLC

10. List the ten most recent contracts the firm has completed. If less than ten, include most recent subcontracts on projects up to that number:

AGENCY/OWNER, CONTACT PERSON & TELEPHONE NO.	CONTRACT NO.	PRIME OR SUB	DESIGN ARCHITECT AND/OR DESIGN ENGINEER	AWARD DATE	AMOUNT	DATE COMPLETED
1 ERD Environmental, Inc.		Sub		6/98	132,000	August 1998
2 Hendrickson/Scalamandre/Posillico A Tri-Venture	D256940	Sub		8/97	1,500,000	July 1998
3 NYSDEC - Dzus Fasteners	D003499	Prime		5/96	1,000,000	November 1996
4 Brooklyn Navy Yard Cogeneration Partners		Sub		6/96	1,200,000	August 1996
5 Brooklyn Navy Yard Cogeneration Partners		Sub		3/96	125,000	March 1996
6 Bearin, Preston and Burrows		Sub		5/95	1,500,000	September 1995
7 Nassau County DPW	S8102102G	Prime		3/95	120,000	July 1995

11. List all current uncompleted construction contracts:

AGENCY/OWNER, CONTACT PERSON & TELEPHONE NO.	CONTRACT NO.	PRIME OR SUB	DESIGN ARCHITECT AND/OR DESIGN ENGINEER	TOTAL \$ AMOUNT OF FIRM'S CONTRACT (OR SUBCONTRACT)	\$ AMOUNT SUBLET TO OTHERS	UNCOMPLETED \$ AMOUNT OF FIRM'S CONTRACT (OR SUBCONTRACT)
Nassau County DPW	S81011D	Prime		152,750	15,000	Requirements Contract
Merit Oil of New York, Inc.		Prime		+/- 225,000	35,000	Requirements Contract
Tyree Bros Environmental		Prime		+/- 24,000	0.00	Requirements Contract
Motiva Enterprises		Prime		+/- 50,000	5,000	Requirements Contract

12. Net Total Billings for Firm's Previous 3 Fiscal Years:

19	96	\$	3,359,316
19	97	\$	3,065,939
19	98	\$	4,635,111

Average Backlog for Firm's Previous 3 Fiscal Years:

(Estimated total value of uncompleted work on outstanding contracts)

19	96	\$	400,000
19	97	\$	400,000
19	98	\$	400,000

13. Has the firm, or any firm listed in response to questions 6, 7 or 8, defaulted or been terminated on, or had its surety called upon to complete, any contract awarded within the past five years? If so, give date(s), agency(ies)/owner(s), project(s), contract numbers, and describe including the result: No
14. For all contracts within the past five years: (a) list and describe all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days; and (b) list and describe all liquidated damages assessed. None

FINANCIAL INFORMATION

15. Complete the attached financial statement or attach a copy of the firm's most recent annual financial statement.

OTHER INFORMATION

Within the past five years has the firm, any affiliate, any predecessor company or entity, or any person identified in question number 6 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each affirmative answer; attach additional pages if necessary)

- | | | | | |
|--|----|------------|-----|---------------|
| a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law? | no | <u>XXX</u> | yes | <u> </u> |
| b) a criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? | no | <u>XXX</u> | yes | <u> </u> |
| c) a grant of immunity for any business-related conduct constituting a crime under state or federal law? | no | <u>XXX</u> | yes | <u> </u> |
| d) a federal or state suspension or debarment? | no | <u>XXX</u> | yes | <u> </u> |
| e) a rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | no | <u>XXX</u> | yes | <u> </u> |
| f) a rejection of any proposed subcontract for lack of qualifications, responsibility or because of the submission of an information, non-responsive or incomplete bid? | no | <u>XXX</u> | yes | <u> </u> |
| g) a denial or revocation of prequalification? | no | <u>XXX</u> | yes | <u> </u> |
| h) a voluntary exclusion from bidding/contracting agreement? | no | <u>XXX</u> | yes | <u> </u> |
| i) any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? | no | <u>XXX</u> | yes | <u> </u> |
| j) an OSHA Citation and Notification of Penalty containing a violation classified as serious? | no | <u>XXX</u> | yes | <u> </u> |
| k) an OSHA Citation and Notification of Penalty containing a violation classified as willful? | no | <u>XXX</u> | yes | <u> </u> |
| l) a prevailing wage or supplement payment violation? | no | <u>XXX</u> | yes | <u> </u> |
| m) a State Labor Law violation deemed willful? | no | <u>XXX</u> | yes | <u> </u> |
| n) any other federal or state citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation? | no | <u>XXX</u> | yes | <u> </u> |
| o) any criminal investigation, felony indictment or conviction concerning formation of, or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? | no | <u>XXX</u> | yes | <u> </u> |
| p) any denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? | no | <u>XXX</u> | yes | <u> </u> |
| q) rejection of a low bid on a State contract for failure to meet statutory affirmative action or M/WBE requirements? | no | <u>XXX</u> | yes | <u> </u> |
| r) a consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? | no | <u>XXX</u> | yes | <u> </u> |
| s) any bankruptcy proceeding? | no | <u>XXX</u> | yes | <u> </u> |

- t) any suspension or revocation of any business or professional license? no XXX yes _____
- u) any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations for violations of: no XXX yes _____
 - ⓪ federal, state or local health laws, rules or regulations
 - ⓪ unemployment insurance or workers compensation coverage or claim requirements
 - ⓪ ERISA (Employee Retirement Income Security Act)
 - ⓪ federal, state or local human rights laws
 - ⓪ federal or state security laws?

XXX None of the above

NOTIFICATION

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing the State of New York or its agencies and instrumentalities to award a contract; or approve a subcontract; acknowledges that the State or its agencies and instrumentalities may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. §1001; and that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Sworn to before me this

25 day of March, 1999

Grace I. Pazos

Notary Public

GRACE I. PAZOS
Notary Public, State of New York
No. 304863515
Qualified in Nassau County
Commission Expires June 23, 2000

Michael J. Lulla

Signature of Officer

PRESIDENT

Title

BLUE WATER ENVIRONMENTAL, INC.

FINANCIAL STATEMENTS

**YEARS ENDED
DECEMBER 31, 1997 AND 1996**

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BLANCHFIELD, KING, KOBER & COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

1200 VETERANS MEMORIAL HIGHWAY • SUITE 350 • HAUPPAUGE, NEW YORK 11788 • (516) 234-4200 • FAX 234-4272

To the Shareholders:

Blue Water Environmental, Inc.

We have compiled the accompanying balance sheets of Blue Water Environmental, Inc., an electing small business corporation under Section 1372(a) of the Internal Revenue Code, as of December 31, 1997 and 1996 and the related statements of income and retained earnings, cash flows, and supplementary information for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplementary information and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included with the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Blanchfield, King, Kober & Co., PC

Hauppauge, New York

March 10, 1998

BLUE WATER ENVIRONMENTAL, INC.
BALANCE SHEETS
DECEMBER 31,

	1997	1996
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 55,466	\$ 246,720
Accounts receivable	947,996	293,366
Investment in marketable securities	129,477	52,063
Other investment	0	7,000
Prepaid expenses	1,135	744
Prepaid New York State franchise tax	0	1,067
Loan to shareholder	0	230,000
Notes receivable-affiliates	751,980	0
TOTAL CURRENT ASSETS	1,886,054	830,960
PROPERTY AND EQUIPMENT:		
Cost	313,006	313,006
Less: accumulated depreciation	163,199	116,086
TOTAL PROPERTY AND EQUIPMENT	149,807	196,920
TOTAL ASSETS	\$ 2,035,861	\$ 1,027,880
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 1,849,998	\$ 679,549
Current portion of long-term debt	0	33,081
Sales Tax Payable	0	1,283
TOTAL CURRENT LIABILITIES	1,849,998	713,913
OTHER LIABILITIES:		
Long-term debt less current portion	0	5,167
TOTAL LIABILITIES	1,849,998	719,080
STOCKHOLDERS' EQUITY:		
Common stock: no par value, 200 shares authorized, 100 shares issued and outstanding	10,000	10,000
Unrealized gain on marketable securities	22,708	502
Retained earnings	153,155	298,298
TOTAL STOCKHOLDERS' EQUITY	185,863	308,800
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 2,035,861	\$ 1,027,880

See accountants' compilation report.

BLUE WATER ENVIRONMENTAL INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
YEARS ENDED DECEMBER 31,

	1997	1996
INCOME FROM SALES	\$ 3,065,939	\$ 3,359,316
COST OF SALES	2,621,900	2,765,804
GROSS PROFIT	444,039	593,512
GENERAL AND ADMINISTRATIVE EXPENSES	338,381	443,291
INCOME FROM OPERATIONS	105,658	150,221
OTHER INCOME AND (EXPENSES):		
Interest income	39,713	72
Dividend income	990	2,315
Gain from sale of investments	4,182	2,844
Miscellaneous income	4,640	10,129
INCOME BEFORE TAXES	155,183	165,581
PROVISION FOR TAXES:		
New York State franchise tax	325	440
NET INCOME	154,858	165,141
RETAINED EARNINGS:		
Beginning balance	298,297	-373,157
Less: income distributions	(300,000)	(240,000)
Ending balance	\$ 153,155	\$ 298,298

See accountants' compilation report.

BLUE WATER ENVIRONMENTAL, INC.
STATEMENTS OF CASH FLOW
YEARS ENDED DECEMBER 31,

	1997	1996
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 154,857	\$ 165,142
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation	47,113	46,627
Bad debt expense	0	15,377
(Gain) loss on sale of investments	(4,182)	(2,844)
(Increase) decrease in:		
Accounts receivable	(654,630)	98,928
Prepaid expenses	(391)	5,781
Prepaid NYS franchise tax	1,067	(1,067)
Increase (decrease) in:		
Accounts payable	1,170,449	221,927
NYS franchise tax payable	0	(5,468)
Sales and payroll taxes payable	(1,283)	(1,672)
NET CASH PROVIDED BY OPERATING ACTIVITIES	713,000	542,731
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase property and equipment	0	(13,472)
(Increase) decrease shareholder loan receivable	230,000	(230,000)
Proceeds from the sale of investments	89,779	76,800
Increase notes receivable-affiliate	(751,980)	0
Purchase investments	(133,805)	(55,761)
NET CASH (USED) BY INVESTING ACTIVITIES	(566,006)	(222,433)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Reduction of long term debt	(38,248)	(24,068)
Income distributions	(300,000)	(240,000)
NET CASH (USED) BY FINANCING ACTIVITIES	(338,248)	(264,068)
INCREASE (DECREASE) IN CASH FOR PERIOD	(191,254)	56,230
CASH - BEGINNING BALANCE	246,720	190,490
CASH - ENDING BALANCE	\$ 55,466	\$ 246,720
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	\$ 0	\$ 5,700
Income taxes	0	6,975

See accountants' compilation report.

SUPPLEMENTARY INFORMATION

BLUE WATER ENVIRONMENTAL, INC.
SCHEDULES TO THE STATEMENTS OF INCOME AND RETAINED EARNINGS
YEARS ENDED DECEMBER 31,

	<u>1997</u>	<u>1996</u>	
COST OF SALES:			
Direct labor	\$ 20,360	\$ 128,169	
Payroll taxes	97	1,885	
Subcontractors	256,906	413,142	
Dumping fees	1,941,319	1,508,155	
Union benefits	(1,150)	19,438	
Insurance	48,831	33,266	
Tools and supplies	13,948	143,949	
Field supervision salaries	100,140	138,103	
Field services	0	1,041	
Field testing	34,041	59,535	
Equipment maintenance	13,904	36,600	
Gas, oil and tolls	27,284	16,444	
Equipment rental	65,672	215,396	
Land Rent	49,350	0	
Licenses and permits	3,137	2,975	
Depreciation	47,113	46,627	
Miscellaneous	948	1,079	
	<hr/>	<hr/>	
TOTAL COST OF SALES	\$ 2,621,900	\$ 2,765,804	
GENERAL AND ADMINISTRATIVE EXPENSES:			
Officer salaries	\$ 150,000	\$ 200,000	
Other salaries	101,400	101,544	
Payroll taxes	2,141	4,434	
Advertising and promotion	28,827	28,897	
Contributions	5,500	3,800	
Entertainment	18,455	39,248	
Office supplies and expenses	5,266	7,169	
Office rent	10,800	10,800	
Professional fees	14,223	27,489	
Training	0	1,751	
Telephone	1,529	2,382	
Bad debt expense	0	15,377	
Bank charges and miscellaneous	240	400	
	<hr/>	<hr/>	
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	\$ 338,381	\$ 443,291	

See accountants' compilation report.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALBANY, NEW YORK

DZUS FASTENER SITE (OU2)
LAKE CAPRI / WILLETTS CREEK SEDIMENT
REMOVAL AND DISPOSAL PROJECT
WEST ISLIP, LONG ISLAND
SUFFOLK COUNTY, NEW YORK
DEC SITE NO. 1-52-033

ADDENDUM NO. 2
FOR CONTRACT DOCUMENTS D003972
BIDS DUE: March 17, 1999
DATE: March 11, 1999

The attention of all holders of Contract Documents is directed to the following changes to
the Contract Documents for the Dzus Fastener Site (OU2)
Lake Capri / Willetts Creek
Sediment Removal and Disposal Contract



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1. MODIFICATIONS TO EXISTING CONTRACT DOCUMENT

1. Spec Section 02200.3.04.N, second paragraph, first line, change "4 hours", to "2 hours". And on the eighth line, after "aggregates", insert the phrase "(maximum diameter of 1")".
2. Spec Section 02200.3.04.O, second line, after the word "Contractor", insert the word "shall".
- ✓ 3. Spec Section 01150.1.04.A, add the following sentence : "The full time watchman shall provide security twenty-four hours per day, seven days per week from Mobilization through to Demobilization at a final date as approved by the Engineer".
4. Spec Section 01100.1.10.B, first paragraph, last line, change "as a minimum each shall" to read "as a minimum the office trailer shall".
5. Spec Section 02400.2.01.B, change "22 ounce" to "12 ounce", and delete the phrase "nylon reinforced vinyl".
6. Spec Section 01425, at paragraphs 3.02.C.8 and D.8, add the following sentence: "The Category B deliverables package is due 30 days after samples are received by the laboratory."
7. Spec Section 01425.3.02.F.1, add at end of last sentence the phrase "and shall include an ASP Category B deliverables data package."
- ✓ 8. -Spec Section 01425.3.02.E.2, first sentence, delete "a single composite sample daily" and replace with "one discreet sample per 150 cy". Delete the second and third sentences.

-In paragraph E. 3, delete "two composite samples" and replace with "discreet samples".

- Delete existing paragraph E. 4 and replace with the following paragraph:
"In addition the Contractor shall collect hourly grab samples from each filter press and composite them daily. The composite sample will be tested for percent water by weight by ASTM Method D2216. "

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9.- Spec Section 13200.3.03. C.1, second sentence delete "non-hazardous", replace with "clean, subject to Engineer's approval".

✓ - Spec Section 13200.3.03. C.2, delete this sentence. Replace with the following paragraph: Removed materials (NOT filter pressed), whose total cadmium concentration is greater than 1ppm and less than 10 ppm may be used for backfill except for wetland restoration, placement in water bodies, and residential usage unless covered by two feet of acceptable fill, may be land-filled or meet beneficial usage determination (BUD) requirements (per NYCRR 360 -1.15) for alternate use, and subject to Engineer's approval.

- Spec Section 13200.3.03. C.3, Change this to 13200.3.03 C.4.

✓ - Spec Section 13200.3.03. , Add in new 13200.3.03. C.3 to read as follows: Removed materials (NOT filter pressed), whose total cadmium concentration is greater than 10 ppm may be land-filled or meet beneficial usage determination (BUD) requirements (per NYCRR 360 -1.15) for alternate use, and subject to Engineer's approval.

10.- Section XII.C.10.i. Delete this paragraph. Replace with the following paragraph:
" Bid Item 10C - Includes transportation and disposal of all hazardous non-filter pressed materials as determined by TCLP cadmium testing."

- Section XII.C.10.j. Change this paragraph to 10.k.

✓ - Section XII.C.10. Add in new paragraph 10.j as follows: "Bid Item 10D - Includes non-hazardous, non-filter pressed soils outlined in 13200.3.03. For the purposes of the bid, all non-hazardous soils under Item 10D shall be disposed of in a non-hazardous, solid waste landfill. Any other disposal options will necessitate an appropriate unit price adjustment."

11. The Bid Form (Section V) remains unchanged.

2. MODIFICATIONS TO CONTRACT DRAWINGS

1. Sheet 11, Note 12, delete "carbon beds" and replace with "the stack".

✓ 2. Sheet 8, upper left corner under "Processing Capacities", Note 3 "Hydraulic Dredge", delete the first sentence and replace it with "Peak rate based on 2000 gpm flow."

3. Sheet 8, box matrix near center of page, on the horizontal line entitled "Daily Solids

✓ Processed", replace "tons/.day" with "dry tons/day".

4. Sheet 8, under "Solids Processing and Water Treatment", add paragraphs 15 and 16 as follows:

"15. In-Line Mixer with pH Probes/Meters:

The Contractor shall provide an in-line mixer between the equalization tank effluent pump (P-300) and the coagulant tank. The Contractor shall provide two pH probes/meters as follows: (1) one probe/meter in the coagulant tank, and (1) probe/meter in the clarifier/thickening surge tank (TK-800).

Hydrochloric acid or an approved equivalent shall be injected prior to the in-line mixer and will be thoroughly mixed with the equalized dredge stream in the pipeline for effective water treatment with pH control/adjustment. The in-line mixer shall be installed, operated and maintained to receive the equalization tank effluent and the added acid and mix them thoroughly. The Contractor shall provide an appropriate acid storage and feed system.

Appropriate pH probe and meters shall be installed, operated and maintained in the two tanks specified to measure the pH of the water in the respective locations. The pH measurement in the coagulant tank will be used to control the acid feed rate for effective water treatment and the pH measurement in the TK-800 tank will be used for compliance. The optimum pH effective for water treatment shall be identified and maintained by the Contractor.

16. Coagulant Tank:

✓ The Contractor shall install, operate and maintain a coagulation tank. This tank shall receive and store the flow from the EQ tank via the in-line mixer and shall be located just prior to the Polymer Mix Tank (TK-500). It is expected that a proper pH adjustment will enable the treatment system to produce the water quality that will meet the SPDES limits in the discharge location; however, the treatability study results showed that the soluble aluminum in the filtrate from the filter press operations will be high.

The tank shall be equipped with a mixer for rapid mixing and shall provide for an effective residence time of not less than 3 minutes of the forward flow of 1,500 gpm, equivalent to about 4,500 gallons. A coagulant shall be identified, selected and added to treat the equalized dredge stream for removal of the metals of

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concern, in particular aluminum. The Contractor shall provide an appropriate coagulant storage and feed system. The coagulant feed rate shall be determined and controlled properly for effective water treatment."

5. Sheet 12, upper left corner, rotate the North Arrow ninety degrees clockwise so that North points to the right side of the sheet. Also on Sheet 12, extend to the South (left of sheet) the shaded "Bermed Area" a distance of 60 feet. This increases the length of berm to be built by 60 feet.

3. RESPONSES TO SIGNIFICANT COMMENTS FROM CONTRACTORS AND ASSOCIATED ANSWERS HEREBY BECOME PART OF THE CONTRACT DOCUMENTS

QUESTIONS POSED DURING THE PRE-BID MEETING:

1. *In shallow areas near the edges of the lake where the dredge depth is 6", can the lake level be raised to accomplish this? What is the maximum level?*

The lake elevation may be raised to an acceptable level in order to dredge near shore as long as the lake water does not enter the residential yards. Based upon topographic survey data, it appears acceptable to raise the elevation to 4.00 feet based upon the project specific datum on Plan Sheet No. 7. It should be noted that, due to the hydraulics of the lake system, raising the level may not be achievable.

2. *Is there a PPE (personal protective equipment) classification specified?*

Level D is anticipated. Within the treatment area, a higher level may be required but it is not anticipated from the information we presently know. Contractor's HASP shall address the PPE classification.

3. *What is know of the extent of vegetation in the lake - how much and where it will need to be removed?*

No vegetation issues are anticipated in the lake. Lake can be viewed on the sampling collection day. There was algae noticed during the warmer weather, but no rooted weeds. There is an area of shore line weeds and debris in the southern portion of the lake which will be removed under debris removal.

4. *What is the Contractor's liability if any of the bulkheads fail (kick out)?*

Provided the Contractor, under the supervision and opinion of the Engineer, takes

reasonable and diligent care while working around the bulkheads, the Contractor will not be held liable for the bulkheads. This will be a closely observed item of work. Contractor shall provide additional supervision and quality control, as appropriate, during this phase of work.

5. *Is there any calculations on the inflow rate to the lake during storms?*

No.

6. *Historically, are the lake and creek levels high or low in June and July?*

Lake levels appear to remain approximately the same throughout the year, subject to storm events. The uniformity is presumed to be due to groundwater recharge/discharge in the lake. Historically, flooding in backyards has occurred. Limited recent observations indicate that creek levels are relatively low in June and July.

7. *Is there a tidal fluctuation due to Willetts Creek Canal?*

Tidal fluctuation does not influence lake level due to the outfall structure that runs under the Montauk Highway.

8. *Do homeowners have a general consensus that they want this work done?*

Yes. Property easements have been sent to homeowners for signature.

9. *The material coming out of the lake will be organic/mud and will go to the treatment plant at 2000 gpm. How well will the treatment system process the material with all the debris in it? Will this treatment system will be able to deal with this amount of volume? (Concerned that the material to be treated will be mostly silty organic mud).*

First the material will pass through a rough screen to remove larger debris. A #40 sieve material (sands) will then be take out by the hydrocyclone. The fine silt and mud will pass through the hydrocyclone and go into the settling tank with flocculent and settle out in the settling basins and clarifiers. Settled materials go on for filter pressing. 2000 gpm is maximum while 1500 gpm is estimated as average flow feed. The permit discharge limit was anticipated in the water treatment schedule.

10. *Everything that goes back to the lake is water only?*

Yes. No silt shall be in the discharge, only clear water meeting the discharge criteria. The Contractor will be required to check the water quality.

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11. *When the material comes out, it looks like a small area to take that volume out. It doesn't look like it will treat fast enough to put 2000 gpm back into the lake.*

Refer to question 9.

12. *Do we really need to do the 'horns, bells and whistles' for the GPS for this small a job?*

Yes.

13. *Regarding the water treatment system, how does it address soluble cadmium? Does it address treating dissolved cadmium?*

Based upon testing data, cadmium will be mostly in particulate form and will drop out. It is agreed that if soluble cadmium is present, it will not be the Contractor's responsibility. There is additional information in the treatability study reports. (NOTE: Change in the Plans as part of this Addendum, a coagulation tank has been added to the process system to treat all metals.)

14. *Where are referenced materials available? The December 1998 Design Analysis Report, Wetlands Delineation Report and the Supplemental Treatability Study Report are missing from the West Islip Library. Can we get copies of these sent to us?*

Refer to Specifications, Section IV. Documents were verified at all locations.

15. *It is unreasonable for DEC to expect bidders to have all questions done by February 24, 1999, if sediment samples are collected on February 23. This leaves no time to do any analysis and understand the treatment process.*

Addendum 1 was issued and extended question and bid opening dates.

16. *If the treatment system is built to the design and doesn't work, is the DEC responsible? Need more time to design treatment process properly.*

Contractor is not responsible as long as he completely follows all provisions of the Contract Documents. Bid submittal date is extended in Addendum 1.

17. *Regarding ventilation system in treatment building, is carbon required?*

Reference to carbon for ventilation has been deleted.

18. *Is there any other reason for requiring a building of that size?*

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The building is primarily for odor and noise control.

19. *Is odor control a big issue?*

Yes, and noise too.

20. *Is there a neighborhood group to deal with?*

No.

21. *Is there security for the equipment?*

Contractor is required to supply security. Specifications detail requirements.

22. *How much clearing is required in the creekbed? Are there large trees to be removed?*

No large trees shall be cleared. Refer to Section 02250 para 3.01 E. Any large trees are to be avoided and clearing should be kept to the minimal necessary.

23. *Regarding additional dredging, the schedule has two weeks of float, what is it for? First dredge pass and a second dredge pass...is that all that is required on site?*

Refer to Bid Item 2B..

24. *Regarding overcut (overdredge) of 3", there is no payment for overcut... Is there payment for 3" overcut?*

There is no payment for 3" overcut. Refer to dredging specification. If excessive overdredging occurs, the Engineer can stop dredging until the issue is resolved. Up to a 3" overcut will be tolerated, although no payment for this quantity will be given.

25. *Are we dredging to a clean-up criteria or an elevation?*

Elevation per Plans.

26. *If we dredge less than 3" than specified, do we have the option to sample to prove clean? Or do we have to dredge the 3".*

No. Dredge to the required elevations.

27. *Clarify how overdredging would be treated for measurement for payment?*

u9p/3/16/27

Overdredged material will be fine to coarse sands (non-pressed soils). Pay item is based upon the pre-construction survey and elevations established for dredging on Plans. The volume over that survey will be deducted based upon the post-dredge survey. Solids content of the overdredged volume will not be paid for. Disposal of this solids content will not be paid for and will be subtracted proportionately from the appropriate pay items covering disposal of granular, non-pressed soils.

28. *Referring to backfill and hand placement of fill at bulkheads, can this be done by hydraulic methods?*

Other methods of fill placement are considered an 'as equal' and will not be entertained at this time.

29. *Are we taking into consideration the amount of water vs. soils to be taken up in the dredge?*

Yes. For more information see the Design Analysis Report and Pre-Design Investigation Report. Sand underlies the organics.

30. *If the average is not 30% solids, is that a change order?*

No.

ADDITIONAL QUESTIONS RECEIVED BY FAX CORRESPONDENCE FROM CONTRACTORS:

31. *Re: Section VIII-40 12.2 - After the dredging has been completed, approved, and accepted, to what does the one year guarantee apply? If a portion of a bulkhead fails subsequent to the completion of the dredging work for what period of time will the Contractor be required to return to replace the bulkhead?*

The one year guarantee applies to replacement/restoration work. The Contractor will not be held responsible for any time guarantee on the bottom elevation (after approval of post-dredging survey) or the bulkheads.

32. *Spec. 01392-10, Part 2 - Has a PPE level been established for the hydraulic dredging portion of the work?*

Refer to question 2.

33. *What is the maximum level to which the water level can be raised?*

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Refer to question 1.

34. *Has there been any identification of the area, density, or identification of the vegetative mass?*

See question 3.

Is the vegetative mass contaminated?

No.

Does the vegetative mass have to be treated and disposed in any special manner?

Disposal is to be included with uncontaminated debris.

35. *Spec. 02200-8 - Can the select backfill materials be placed utilizing the discharge of the dredge (versus the specified hand placement) providing the area is enclosed with a silt barrier?*

Refer to question 28.

36. *Spec. 13300-2 - States that fish removal cannot be commenced prior to July 1 and states that no water can go over the spillway for 6 days after the pesticide application. To assure the latter requirement, the lake will have to be lowered to provide for possible heavy rain events.*

Dredging cannot start until after the fish removal which would dictate a dredge start date not sooner than July 15 rather than the June 29th date shown on the critical path schedule.

Have any calculations been made of the time required for the water level to raise to elevation 3.33 to provide minimum floatation for the dredging equipment?

No.

- X 37. *If there is not sufficient recharge from either surface flow or the aquifer, will public water supply be available to raise the water level to the minimum floatation? If so who will be responsible for the charges for such makeup water?*

No public water will be available for this purpose.

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38. *Plans, Sheet 7 - Can a 10' wide passageway between the lake and the lagoon through the peninsula at the location of the footbridge be temporarily or permanently created to provide access into the lagoon for the dredging equipment to remove the sediments? Bridge to be replaced after completion.*

No.

39. *What is the expected water level of the excavation areas of Willetts Creek during July and August? What is the expected flow rate and drainage volume of the same areas of Willetts Creek during the excavation period?*

Refer to question 6 . Specific flow rate and drainage volume have not been calculated.

40. *How are large debris items (concrete, bikes, shopping carts, etc) to be handled during both excavation and dredging activities? Is the material to be disposed of off-site or decontaminated and left on-site?*

Refer to Specification 2250 - 3.01F.

41. *Is the Contractor allowed to stockpile dewatered material prior to loading into end dump trailers for off-site disposal? Is there a requirement to use roll-off boxes for any of the waste streams?*

Refer to Specification 02300 - 1.01.

42. *Can the State provide details on the outfall structure from Lake Capri?*

No.

43. *Will alternate dewatering technologies such as belt filter presses or high solids centrifuges be allowed? Will an addendum address this issue?*

The dewatering technology is to be bid as specified.

44. *Why is a 12" float being specified for a barrier when the maximum depth is 3'6"? A 6" float would provide more than adequate buoyancy and help keep a lower profile to keep the wind on the lake from pushing the floats.*

Bid as specified.

45. *Why is a 12 oz non-woven geotextile being specified for the skirt for the outflow barrier?*

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Industry standard for permeable skirt is woven material usually Carthage 6% or Carthage 15%. Concern is that the suspended solids will clog a non-woven, especially a 12 oz. and render the fabric impermeable.

X

Bid as specified.

Since a double barrier is being deployed at the outflow, can a single float be used with a double skirt to save money?

Bid as specified.

- 46. *As discussed at the prebid meeting, the DEC will not pay for any overcut (i.e. 3"). What formula if any, will be used to adjust for the penalty in the T&D. If for instance, a 2" overcut occurred, what will be the Contractor's financial responsibility?*

X

Refer to question 27.

- 47. *Where will the monitoring control station be placed? Specify the required design standards necessary as referenced in 02200-11, 3.09A.*

Recommended location is near the lake outfall. The standard is the OBS-3 per para 02200.3.08.B.

- 48. *How many turbidity meters are required on the job site? Please clarify the minimum number of turbidity meters required and locations referenced on page 02200-11, 3.08C, D.*

The number is explained in para 02200.3.08.

- 49. *Is there any known debris in the lake? Trees, stumps, wrecked cars, etc. If so, where is it located, and anticipated amount of debris to be removed? Is this debris deemed non-hazardous?*

Yes. There is limited scattered debris in the lake, location and type unknown. Debris removal and off-site disposal is handled in Bid Item 10 E and F.

- 50. *Why are site personnel required to be outfitted with level B&C PPE if, based on lab results, it is anticipated that the sediment and processed filter cake will be designated as non-hazardous? Define areas on the job site that require specific levels of protection.*

Refer to Health and Safety Specification 01425 and question 2.

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51. *Why are escape respirators required for all personnel? Please state the level of concern regarding this requirement. Who determines the level of protection required, and what toxic gases are to be expected?*

Refer to Health and Safety Specification 01425 and question 2. Contractor is required to determine these requirements and submit them in the HASP.

52. *Is the on-shore monitoring station noted in 2200-11, 3.08C the same as the monitoring station noted in 3.09A?*

Yes.

53. *Please clarify how the dredge is to be decontaminated. Specifically, will the Contractor be allowed to transport a "dirty" dredge to the decontamination zone to be washed? Or will the dredge be decontaminated in some other way?*

Contractor shall not remove a "dirty" dredge from the lake. Dredge must be clean prior to removal.

54. *Can the dead fish be dredged rather than collecting them separately prior to dredging?*

~~X~~

No.

55. *What takes precedence for noise, the 50 DB or the local ordinance?*

~~X~~

The Local Ordinance. All contract references to the 50 decibel limit are deleted.

56. *Please clarify how much solids analysis will be performed ref. To 13100-2, 104A.*

Read Specification 13100.

57. *Will a rainfall event cause work stoppage if TSS reaches greater than 20 mg/l?*

Question is too ambiguous. Refer to Specification 2200-10 - 3.08B and Discharge Permit.

58. *Plans reference two dredges on site, are two dredges required?*

No. Note modification change to Plans - Sheet No. 8.

59. *Clarify the difference between turbidity barriers and work zone barriers, and clarify*

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Locations of each barrier required?

✓ Work zone barriers are turbidity barriers around the dredge.

60. *Can the dredging over depth requirements exceed the 0.25 feet?*

Refer to question 24.

61. *Will the Contractor be responsible for damage to the bulkheads due to pre-existing conditions?*

Refer to question 4.

62. *Can the project completion time frame be extended?*

No.

63. *Please specify the turbidity monitoring instrumentation required at all locations. Also define the types and numbers of computers, monitors, recording devices, etc. required on-site.*

Refer to questions 47, 48, and 67.

64. *To what extent can the Contractor expect to encounter site flooding? Please delineate potential flooding limitation locations.*

Site flooding is possible. FEMA Flood Insurance Map is available for Lake Capri. The map no. is 36103C 0858G, May 4, 1998. The map indicates that the 100 year flood plain extends into the backyards, however elevations of the flood plain have not been determined.

65. *Will city water supply be available to the Contractor, and is the water hydrant noted on Drawing 563-03 the only available source? Is there a charge for the water supply, and what is the current usage rate?*

Refer to Specification 01100. 1.15.

66. *In Article 6- Contract Time, Section 6.5 states that the Contractor agrees to pay the Department as liquidated damages in the amount of \$2000. for each day that expires after the Contract time. Is this the actual liquidated damages for this contract?*

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✓ Yes.

67. *The field office shall contain two partitioned offices. Each shall be furnished as follows.*

Item 1- 26 please clarify if the contractor provides NYCDEC with each item as stated for each partitioned office (e.g.. Will the contractor provide a total of three dedicated phone lines for the field office or three for each partitioned office as stated. The same applies to the desk top PC's.,etc.)?

Specification 01100.1.10.B has been changed.

68. *Do to physical site constraints will NYSDEC allow local offsite certified scale to be used in lieu of the scale required in section 1.13?*

Bid as specified.

69. *Section 01150. Site services, Paragraph 1.03b. Contractors shall collect and analyze air, water and soil samples as directed by the engineer and as required for the work contained in this contract. Is this for sampling performed in addition to section 01425? If it is, how many samples of each media will the engineer require and how will the contractor be paid for the samples?*

No.

70. *Drawing No. 563-08 shows a solids content in tons/day. Should this figure denote "dry" solid per day? If so, than the project is based upon 240.31 dry tons per day for 86 days which equals 20,667 dry tons or 258,333 wet tons at 8% solids. Are these test design assumptions correct?*

Yes, 240.31 is dry tons. See this addendum for change to Plan Sheet 8.

No.

71. *Drawing No. 563.08 states that the Sludge Holding Tank has a residence time of 4 hours at 1,500 gpm and a working capacity of 137,000 gallons. The calculation per the resident time would equal 360,000 gallons, so which volume should be provided?*

* Provide for 137,000 gallons.

72. *Drawing No. 563-05 states the Work Zone Turbidity Barrier to be constructed of nonwoven geotextile at 12 oz/sy, but Specification 2400 states that a 22 oz/sy nylon reinforced vinyl material is to be used. What is he specifications for the work zone*

11/13/10/99

turbidity barrier as well as the outfall turbidity barrier? Are they to be permeable or nonpermeable?

X Barriers shall be permeable 12 ounce material.

73. *The specification call for 12-inch floats for the silt curtain. Can the contractor size the float appropriate for a 2-3 foot silt curtain?*

Bid as specified.

74. *What is the expected solidification reagent requirements for creek sediments, screened material and hydrocyclone sediments, respectively? How will the contractor be compensated for the solidification operations?*

X Method of solidification is the responsibility of the Contractor to meet disposal criteria. It is not anticipated that the screened and hydrocycloned materials will need stabilizing. Creekbed sediments will have to meet disposal criteria (paint filter test). Cost is to be included in the bid price.

75. *What is the current slope and bearing strength of the high school parking lot? This information is critical for the large tanks for stability and hydraulic loading.*

Slope is currently unknown, but determinable. Bearing strength is currently unknown. Contractor shall, in his bid, provide for appropriate cribbing/ weight distribution materials to suit the loads caused by his selected equipment.

76. *What are the specifications for the storm water retention basin as far as size, construction and materials?*

Storm water control is the Contractor's responsibility and shall conform to Section 01100.1.14 and shall conform to the approved Surface Water Control Plan developed and submitted by the Contractor.

77. *What are the requirements for the site security during operating hours and non-operating hours? How will Lake Capri access from private properties be controlled?*

Refer to Specification 01150.1.04.A, as modified in this Addendum. Trespassing on private properties is not authorized by this contract except as specified.

78. *Define allowance of zero dredging tolerance. This is not typical and contractors will artificially inflate cost, adding contingency that may be unrealistic. Can the contractor*

WJF
3/10/99

~~X~~ Assume .25ft.(3") of overcut as acceptable cost to the state?

No. Refer to question 24.

79. ~~X~~ The specifications state a zero tolerance for over dredging. At the site walk it was stated that the contractor would not be paid for dredging or processing of any over dredge material as well as the associated transportation and disposal cost. How will the state calculate the back charge value for transportation and disposal from a filtercake ton to an in-situ cubic yard?

Refer to question 27.

80. The process design shows returning the filterpress filtrate back through the flocculation and thickening system, which would unduly increase polymer requirements. Can the design be altered to allow the filtrate to be sent directly to the media filters?

Returning filtrate will not unduly increase polymer requirements.
No.

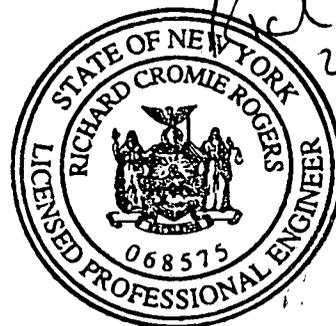
----- END OF ADDENDUM No. 2 -----

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALBANY, NEW YORK

DZUS FASTENER SITE (OU2)
LAKE CAPRI / WILLETTS CREEK SEDIMENT
REMOVAL AND DISPOSAL PROJECT
WEST ISLIP, LONG ISLAND
SUFFOLK COUNTY, NEW YORK
DEC SITE NO. 1-52-033

ADDENDUM NO. 1
FOR CONTRACT DOCUMENTS D003972
BIDS DUE: March 17, 1999
DATE: February 25, 1999

**The attention of all holders of Contract Documents is directed to the following changes to
the Contract Documents for the Dzus Fastener Site (OU2)
Lake Capri / Willetts Creek
Sediment Removal and Disposal Contract.**



1. MODIFICATIONS TO EXISTING CONTRACT DOCUMENT

- A. The bid opening date is extended to March 17, 1999.

Revise Section I, page I-1, second paragraph, fourth line, changing "the date of March 9, 1999", to read "the date of March 17, 1999".

- B. Revise Section III, page III-3, Article 5, paragraph b), first line, changing "shall be submitted within 5 days", to read "shall be submitted within 7 days".

- C. Revise Section IV, page IV-2, Article 4, first line, changing "14 days", to read "7 days". Revise the second line, changing "5 days", to read "7 days".

2. ADDITIONAL INFORMATION TO EXISTING CONTRACT DOCUMENTS

- A. Another addendum will be issued which shall address pertinent questions raised during the Pre-Bid Conference held on February 18, 1999 and other pertinent written questions submitted by bidders prior to 5:00 PM, March 8, 1999. All written questions shall be sent or faxed to Rich Rogers, P.E. at Earth Tech, 12 Metro Park Road, Albany, New York 12205, fax number (518) 458-2472 or phone (518) 437-8390/435-7208. Verbal questions or those received after the above mentioned deadline will not be addressed.

- B. The list of attendees at the mandatory Pre-Bid Conference is attached to this document, for bidder's use as appropriate.

----- END OF ADDENDUM No. 1 -----

**DZUS FASTENERS
SITE NO. 1-52-033
PREBID MEETING
11:00 A.M. FEBRUARY 18, 1999**

Please print your name, address, and telephone number clearly. No post office boxes!

NAME/COMPANY	ADDRESS	TELEPHONE NO.
Hydropress Environmental Services, Inc. (Drew O'Hara)	81 West St. West Hatfield, MA 01088	Ph 413 247 9656 Fx 413 247 9401
TULLY CONSTRUCTION CO TULLY ENVIRONMENTAL, INC DAN SCULLY	127-50 NORTHERN BLVD FLUSHING NY 11368	PH 718-446-7000 X 297 FX 718 458-5799
IT CORPORATION Germi Rownd Rich Sweedberg	101-1 COLIN DR. HOLBROOK NY 11741	PH 516 472-4000 FX 516 472-4077
IT CORPORATION JIM SELIGA	200 HORIZON CENTER TRENTON NJ 08691	609-588-6474 P 609-588-6404 F
IT SID A ARCHER	11	609-544 6305 x 6404
GALVIN BROS., INC GREG HAYES	149 STEAMBOAT RD GREAT NECK NY 11560	516-466-3785 ext 17 FAX-516-466-3607
Jeff Mirarchi Delaware Engineering	28 Madison Ave Ext Albany, N.Y 12203	518-452-1290 Fax 518-452-1335
Scott Anderson Hinder Env. Mgmt.	500 Campus Drive Morganville NJ 07751	732-536-8500 fax 732-536-7751
Paul A. Bomba Clean Harbors	32 BASK RD GLENNMONT NY	518-434-0149 518-434-9118 Fax
1 MICHAEL WILES CLEAN HARBORS	150 WASHINGTON ST. BRANTICE MA	781 849 1800 02187 781 794 1760 fax
Lisa Santoro / Frank P. Capellano PW Grosser Consulting	630 Johnson Ave, Ste 7 Rohonia, NY 11716	516 589 6353 X 126
VINCENT ORLANDO SAL MOSSINA MILLEN ENVIRONMENTAL GROUP INC.	538 EDWARDS AVE CALVERTON NY	516-364-4900 FAX-4909
THOMAS KRALL Mobile Dredging and Pumping Co	3100 Bethel Road Chester PA 19013	610-497-9500 610-497 9708
Pat Enoch Environmental North East ST	175 Froehlich Farm BLVD Woodbury NY	(516) 921 9393
THOMAS SPATFORA BLUE WATER ENVIRONMENTAL	1610 NEW HIGHWAY FARMINGDALE, NY 11735	PH 516-752-2145 FAX 516-752-3000

**DZUS FASTENERS
SITE NO. 1-52-033
PREBID MEETING
11:00 A.M. FEBRUARY 18, 1999**

Please print your name, address, and telephone number clearly. No post office boxes!

NAME/COMPANY	ADDRESS	TELEPHONE NO.
STEVEN MATTHEWS (WBE.) Hazenbush Environmental Services	195 H Central Ave Farmingdale, NY 11735	516 752 2898 516 752 2910 (FAX)
TOM NAPLOW / CARL SKERIS GUY PRATT INC.	608 UNION AVE. HOLTSVILLE NY 11742	(516) 287-6100 (516) 287-6119 (FAX)
Bill Murphy ATLANTIC COAST DOCK	72 TAHLOLAH LA West Islip N.Y.	516-587-0121 FAX 321-1340
SCOTT AMTANELL AMMA CONSTRUCTION	192 W 4TH ST HUNTSBROOK STA NY 11746	516 351 6122 F 351 7062
MIKE CRYSTAL SEASONS ENVIRONMENTAL SOURCE	2749 LOCKPORT RD NIAGARA FALLS NY 14305	716-284-0431 716-284-1796 (FAX)
JEFF CRIST FOUR SEASONS	3499 I-10 FRONTAGE RD. PORT ALLEN, LA. 70767	504-344-6570 504-344-6832 (FAX)
Sean Kirkpatrick Four Seasons Envir.	3499 I-10 Frontage Rd. Port Allen, LA. 70767	504-344-6570 504-344-6832 (FAX)
RICK CARR QUANTERRA, INC	17 WHITING WAY NEEDHAM MA 02492	781-455-0653 781-455-0654 (FAX)
Louis Bascellii Pedneault ASSOC.	1615 9TH AVENUE Bohemia, New York 11716	516-467-5477 516-467-6905 (FAX)
DANIEL CONLEY Clean Earth, Inc	2230 DeKalb Street Norristown, PA 19401	610-278-6902 610-278-6915 (F)
JOHN PEDNEAULT PEDNEAULT TEST LABS	1615 NINTH AVE PO BOX 205 BOHEMIA, NY 11716	1-516-467-8477 1-516-807-5786
CHARLES E. POUND AQUA DREDGE LLC	70 BYRAM RIDGE RD. ARIMONK, N.Y. 10504	914-273-3179 (H) 914-273-3179 (F)
SCOTT Anderson Handex	500 Campus Drive Morganville NJ	732 536 8500 732 536 7751

February 3, 1999

Mr. Gerard Burke, PE
NYSDEC - DER - Division of Construction Services
50 Wolf Road
Albany, NY 12233-7010

Dear Mr. Burke:

Per your request, attached please find Rust's Engineer's Estimate of the Construction Costs to perform the remedial work for the dredging of Lake Capri and associated work pursuant to the Plans and Specifications for the Dzus Fastener Site (OU-2), in West Islip, New York, during the calendar year 1999.

The estimated construction cost is about \$7,000,000. Detailed breakouts of numbers and tasks are attached and are refined from the DRAFT copy presented to you last week at our project meeting.

Please contact me at 437-8390 if you have any questions concerning this estimate.

Sincerely,



Richard C. Rogers, PE
Project Engineer
Certifying Engineer



cc: JEG, AVL, BVD, G. Heitzman, DGY

Engineer's Estimate of Construction Costs - Dzus Fastener Site (OU2)
Lake Capri/Willetts Creek Removal and Disposal Contract
(per Bid Sheets pages V-2, 3, 4)

Item	Quant.	Unit	Unit Cost	Cost
UNIT PRICE ITEMS				
Item 2A - Hydraulic Dredging - Bulk				
- lake (includes treatment of sediment & water)	21,000	cy	\$62	\$1,302,000
- silt curtains , 1100' x 3' deep,@\$3/sf				\$0
- monitoring, 70 day @\$100/day				\$0
- confirm. Sampling, lake bottom, 5/acre @\$200 x 8 acre				\$0
- dock removal/replace,10 ea @\$500				\$0
- debris police, branch removal, 2 men, 2 days @\$70/hr				\$0
Item 2B - Hydraulic Dredging - Re-Dredging				
- 50' x 50' x 6", one area/acre	400	cy	\$70	\$28,000
Item 3 - Bulkhead Backfilling (250 cy X \$150/cy=)	1,400	lf	\$30	\$42,000
Item 4 - Willetts Creek Excavation (incl flow ctl,etc)	311	cy	\$120	\$37,320
- restore topsoil,seed, sprinkler heads,2 ac @\$2000				\$0
- restore walkway,15'X300'X6"=83 cy @\$40				\$0
- new walkway asphalt, 15'X300' @\$1/sf				\$0
Item 8 - Erosion Control Fencing (HLSA, sed basin)	1,240	lf	\$6	\$7,440
				\$0
Item 9B - Higbie Lane Staging Area (HLSA) -Clear &Grub	1	ac	\$4,000	\$4,000
				\$0
Item 9C - HLSA - 8' Chain Link Fencing (incl 2 veh. Gates)	700	lf	\$30	\$21,000
				\$0
Item 9D - HLSA - 12" Select Gravel (incl geotextile)	1,200	cy	\$45	\$54,000
				\$0
Item 10A - Disposal - pressed soils/hazardous	608	tn	\$160	\$97,280
				\$0
Item 10B - Disposal - pressed soils/non-hazardous	11,543	tn	\$70	\$808,010
				\$0
Item 10C - Disposal - nonpressed/hazardous	500	cy	\$125	\$62,500
				\$0
Item 10D - Disposal - nonpressed/non-hazardous	9,500	cy	\$60	\$570,000
				\$0
Item 10E - Disposal - debris/hazardous	30	cy	\$125	\$3,750
				\$0
Item 10F - Disposal - debris/non-hazardous	100	cy	\$60	\$6,000
				\$0
Item 11 - Asphalt, 2", Type 2F (high school lot)	12,500	sy	\$10	\$125,000
Item 12B - Fish - Collection and Disposal (200 lb/ac)	1,600	lb	\$5	\$8,000
LUMP SUM ITEMS				
Item 1 - Mob/Demob and Site Preparation (total \$ 461,660)				
- 5 site trailers with services for 6 months	30	mo	\$300	\$9,000
- 3 computers, NYSDEC property	3	ea	\$3,000	\$9,000
- tarps, misc sizes, dust/odor ctl	1	ls	\$3,000	\$3,000
- signs	3	ea	\$700	\$2,100
- 8' chain link fence at High School	1,600	lf	\$20	\$32,000
- noise monitoring	1	ls	\$10,000	\$10,000
- drainage control, sed basin, sand bags, etc	1	ls	\$20,000	\$20,000

Engineer's Estimate of Construction Costs - Dzus Fastener Site (OU2)
Lake Capri/Willetts Creek Removal and Disposal Contract
(per Bid Sheets pages V-2, 3, 4)

Item	Quant.	Unit	Unit Cost	Cost
- bucket loader, utility use, incl op, rental	4	mo	\$18,200	\$72,800
- security service, 6 month, 24 hr/day	4,320	mh	\$20	\$86,400
- surveying, 2 men, 3 day/wk, 16 weeks,	768	mh	\$70	\$53,760
- submittals, jr engr, resubmit, work plans, doc ctl	1	ls	\$15,000	\$15,000
- electric utilities	6	mo	\$3,000	\$18,000
- water utilities	6	mo	\$700	\$4,200
- lightpoles, remove, replace, protect	5	ea	\$1,000	\$5,000
- boats, aluminum, w/safety eqpt, for NYSDEC	3	ea	\$1,000	\$3,000
- clear and grub/prepare High School area	1	ls	\$4,000	\$4,000
- Health & Safety Rep/eqpt, @ \$60/hr,	20	wk	\$2,400	\$48,000
- access control @ Rte 27A, traf.gd, 12 hr/wk	240	mh	\$70	\$16,800
- access control @ Rte 27A, steel, timbers, restore	1	ls	\$3,000	\$3,000
- tests-soil-per 250 cy	100	test	\$150	\$15,000
- tests-water-2/day	300	test	\$60	\$18,000
- demob-restore grass/soil @ High school, w/seed	100	cy	\$40	\$4,000
- demob-remove HS fence	1,600	lf	\$6	\$9,600
				\$0
				\$0
Item 5 - Solids Separation System (per S. Kim, attached)	1	ls	\$1,720,000	\$1,720,000
				\$0
Item 6 - Water Treatment System (per S. Kim, attached)	1	ls	\$1,229,000	\$1,229,000
				\$0
Item 7 - Treatment Building (130' X 150', cover presses)	1	ls	\$180,000	\$180,000
				\$0
Item 9A - HLSA - Mobilize and Demobilize	1	ls	\$10,000	\$10,000
				\$0
Item 9E - HLSA - Landscaped Berm	1	ls	\$15,000	\$15,000
				\$0
Item 9F - HLSA - Parking Lot ALLOCATION (attached)	1	ls	\$230,000	\$230,000
				\$0
Item 12A - Fish - Eradication Treatment				\$0
- rotenone	15	gal	\$70	\$1,050
- labor, boats, water control, notifications	48	mh	\$70	\$3,360
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL				\$7,026,370

Notes: a. 1 cy = 1.3 tons
b. Basis of estimate: labor @ \$70/hr (prev wage, incl OH&P, insur, no OT, etc)
- eqpt @ \$90/hr, RS Means 1998 plus 20% for NYC area, Dredge costs per Cumb Bay, and Edgemere Closure.

R. V. Jones
2-2-99

BID ITEMS 5 & 6 ; DZUS PROJECT / EARTH TECH / STEVEN KIM 2/2/99 / RCP/PE

Lake Capri - Solids Separation/Water Treatment System Installation Cost Estimate Summary													
Equipment Item	Unit working Capacity	Quantity	Equipment Cost	Rental Month	No. of men	Days	Total Labor	Installed Cost w/o profit	Ratio	Contractor Profit	Installed Cost w/ profit	Comments	
1	Screen	2,000 gpm	1	20,000		4	5	4,000	24,000	1.20	10%	26,400	FMC price
2	Screen roll-off bin	40 cy	4	6,800	5			0	6,800		10%	7,480	Rental
10 \$/day													
1 day of a roll-off bin operation cycle (collect, stay, sampling, disposal, and collect again)													
3	Receiving tank	10,000 gallons	1	10,000		6	2	2,400	12,400	1.24	10%	13,640	Equivalent to ModuTank rate, rental
4	Transfer pump	1,000 gpm	3	15,000		6	5	6,000	51,000	1.13	10%	56,100	Equivalent to Warman International rate
5	Hydrocyclone	1,000 gpm	2	8,400		4	4	3,200	20,000	1.19	10%	22,000	Warman International Inc
6	Hydrocyclone roll-off bin	40 cy	20	34,000	5			0	34,000		10%	37,400	Rental
10 \$/day													
5 days of a roll-off bin operation cycle (collect, stay, sampling, disposal, and collect again)													
7	Transfer pump	1,000 gpm	3	15,000		6	5	6,000	51,000	1.13	10%	56,100	
8	Equalization tank	350,000 gallons	1	60,000		6	9	10,800	70,800	1.18	10%	77,880	Equivalent to ModuTank rate, rental
9	Polymer mix tank	1,340 gallons	1	5,000		6	1	1,200	6,200	1.24	10%	6,820	Equivalent to ModuTank rate, rental
10	Flocculation tank	20,000 gallons	1	10,000		6	3	3,600	13,600	1.36	10%	14,960	Equivalent to ModuTank rate, rental
11	Settler/thickener	270 sq. ft. each	4	7,500	5	4	4	3,200	153,200		10%	168,520	EFCO V-bottom tank, rental
12	Transfer pumps	750 gpm	3	15,000		6	5	6,000	51,000	1.13	10%	56,100	
13	Sand filter with others	9 ft	3 filters	250,000		10	12	24,000	274,000	1.10	10%	301,400	Sloan price
14	Backwash water tank	30,000 gallons	1	10,000		6	4	4,800	14,800	1.48	10%	16,280	Equivalent to ModuTank rate, rental
15	Polymer storage tank (total)	250 gallons	5	1,000		4	2	1,600	6,600	1.32	10%	7,260	
16	Polymer feed system	5 gpm	1	18,000		2	2	800	18,800	1.04	10%	20,680	Polyblend
17	Sludge holding tank	137,000 gallons	1	40,000		6	5	6,000	46,000	1.15	10%	50,600	Equivalent to ModuTank rate, rental
18	Filter press	150 cu. ft.	5	250,000		20	25	100,000	1,430,000	1.14	10%	1,573,000	Equivalent to JWVI, including other items (B) 50%
19	Filter cake conveyer		5	65,000		12	15	36,000	361,000	1.11	10%	397,100	Equivalent to JWVI
20	Filter press feed pump	500 gpm	5	15,000		8	10	16,000	91,000	1.21	10%	100,100	
21	Filter cake roll-off bin	40 cy	30	51,000	5			0	51,000		10%	56,100	
10 \$/day													
5 days of a roll-off bin operation cycle (collect, stay, sampling, disposal, and collect again)													
22	Quick lime storage tank	14,300 gallons	1	80,000		10	8	16,000	96,000	1.20	10%	105,600	Sloan price
23	Lime slaker		1	30,000		6	4	4,800	34,800	1.16	10%	38,280	
24	Lime slurry tank	17,600 gallons	1	50,000		8	5	8,000	58,000	1.16	10%	63,800	
25	Lime slurry feed pumps	50 gpm	2	7,500		4	4	3,200	18,200	1.21	10%	20,020	
26	Sprung building		1	24,000	6	11	10	22,000	166,000		10%	182,600	Sprung price including freight, & expenses, rental
27	Trailer	Width - 100 R. Length - 200 R.	2	1,000	5	2	2	800	10,800		10%	11,880	
Subtotal							290,400				3,488,100		
Site work							3				104,643	(A)	
Yard piping							2				69,762		
Electrical							3				104,643		
Plumbing							0.5				17,441		
Instrumentation							1				34,881		
Mobilization and demobilization											40,000		
Freight							25	5,000			125,000		
Subtotal							10				496,370		
Total Installed cost w/o Contingency											3,984,470		
Contingency											20%		
Total Installed Cost											4,781,363		
							Labor rate -	\$25 per hour					
							No. of working hours per day -	8 hours/day					

USE FOR 2 PROJECTS - PER CUMB. DAY - NOT ALL COSTS CAN BE PAID FOR ON ONE PROJECT.

$$= \$3,129,000$$

$$\text{Less } \textcircled{C} - 182,000$$

$$= \$2,947,000 = \text{SOL} = \$1,718,000$$

$$+ \text{LIP} = \$1,229,000$$

$$1-26-99 - \text{RCP} : \$3,984,000$$

$$- 105,000 \text{ (A)}$$

$$- 750,000 \text{ (B)}$$

$$= \$3,129,000 = \text{solids } (1,900,000) \text{ } \$500$$

$$+ \text{water } (1,229,000)$$

DZUS FASTENER SITE (OU-2) - ENGINEER'S ESTIMATE

HIGBIE LANE STAGING AREA (HLSA) ALLOCATION

Bid Item 9F - HLSA - Parking Lot ALLOCATION

1. Rough grading, 1 acre, 1 day	\$ 2,000
2. Structural fill, 12"x120'x310'=1380 cy x \$40 (B)	55,200
3. Base course, 12", 1380 cy x \$50 (B)	69,000
4. Geotextile, .9 acre = 4360 sy x \$2 (B)	8,700
5. Asphalt, 2" base, 4360 sy x \$4.40 (C)	19,200
6. Asphalt, 2" top, 4360 sy x \$5 (C)	21,800
7. Catch Basins, 3 ea @ \$3000 (C)	9,000
8. CMP drain pipe, 430' x \$20 (C)	8,600
9. Curb, concrete, 860 LF plus 10% architectural @ \$10 (C)	9,500
10. Landscaping = 20' x 800' perim = topsoil, 300 cy x \$40 (B)	12,000
=seed 0.33 acre (B)	1,000
= 20 trees @ \$300 (C)	6,000
11. Erosion control=900' x \$5 silt fence (B)	4,500
12. Surveying, \$70/hr x 40	2,800
	<hr/>
Total	\$ 229,300

Notes: 1. Cost references are (A) Cumberland Bay '98, (B) Edgemere Landfill Closure NYC '97, and (C) RS Means '98. Other figures from experienced site estimations, RC Rogers, PE.
2. Based on conceptual, preliminary design of one simple finished parking lot at the site.


R. Rogers, 2/2/99

Engineer's Estimate of Construction Costs - Dzus Fastener Site (OU2)
Lake Capri/Willetts Creek Removal and Disposal Contract
(per Bid Sheets pages V-2, 3, 4)

Item	Quant.	Unit	Unit Cost	Cost
UNIT PRICE ITEMS				
Item 2A - Hydraulic Dredging - Bulk				
- lake (includes treatment of sediment & water)	21,000	cy	\$62	\$1,302,000
- silt curtains , 1100' x 3' deep,@\$3/sf				\$0
- monitoring, 70 day @ \$100/day				\$0
- confirm. Sampling, lake bottom, 5/acre @\$200 x 8 acre				\$0
- dock removal/replace,10 ea @\$500				\$0
- debris police, branch removal, 2 men, 2 days @\$70/hr				\$0
Item 2B - Hydraulic Dredging - Re-Dredging				
- 50' x 50' x 6", one area/acre	400	cy	\$70	\$28,000
Item 3 - Bulkhead Backfilling (250 cy X \$150/cy=)	1,400	lf	\$30	\$42,000
Item 4 - Willetts Creek Excavation (incl flow ctl,etc)	311	cy	\$120	\$37,320
- restore topsoil,seed, sprinkler heads,2 ac @ \$2000				\$0
- restore walkway,15'X300'X6"=83 cy @ \$40				\$0
- new walkway asphalt, 15'X300' @ \$1/sf				\$0
Item 8 - Erosion Control Fencing (HLSA, sed basin)	1,240	lf	\$6	\$7,440
Item 9B - Higbie Lane Staging Area (HLSA) -Clear &Grub	1	ac	\$4,000	\$4,000
Item 9C - HLSA - 8' Chain Link Fencing (incl 2 veh. Gates)	700	lf	\$30	\$21,000
Item 9D - HLSA - 12" Select Gravel (incl geotextile)	1,200	cy	\$45	\$54,000
Item 10A - Disposal - pressed soils/hazardous	608	tn	\$160	\$97,280
Item 10B - Disposal - pressed soils/non-hazardous	11,543	tn	\$70	\$808,010
Item 10C - Disposal - nonpressed/hazardous	500	cy	\$125	\$62,500
Item 10D - Disposal - nonpressed/non-hazardous	9,500	cy	\$60	\$570,000
Item 10E - Disposal - debris/hazardous	30	cy	\$125	\$3,750
Item 10F - Disposal - debris/non-hazardous	100	cy	\$60	\$6,000
Item 11 - Asphalt, 2", Type 2F (high school lot)	12,500	sy	\$10	\$125,000
Item 12B - Fish - Collection and Disposal (200 lb/ac)	1,600	lb	\$5	\$8,000
LUMP SUM ITEMS				
Item 1 - Mob/Demob and Site Preparation (total \$ 461,660)				
- 5 site trailers with services for 6 months	30	mo	\$300	\$9,000
- 3 computers, NYSDEC property	3	ea	\$3,000	\$9,000
- tarps, misc sizes, dust/odor ctl	1	ls	\$3,000	\$3,000
- signs	3	ea	\$700	\$2,100
- 8' chain link fence at High School	1,600	lf	\$20	\$32,000
- noise monitoring	1	ls	\$10,000	\$10,000
- drainage control, sed basin, sand bags, etc	1	ls	\$20,000	\$20,000

Engineer's Estimate of Construction Costs - Dzus Fastener Site (OU2)
Lake Capri/Willetts Creek Removal and Disposal Contract
 (per Bid Sheets pages V-2, 3, 4)

Item	Quant.	Unit	Unit Cost	Cost
- bucket loader, utility use, incl op, rental	4	mo	\$18,200	\$72,800
- security service, 6 month, 24 hr/day	4,320	mh	\$20	\$86,400
- surveying, 2 men, 3 day/wk, 16 weeks,	768	mh	\$70	\$53,760
- submittals, jr engr, resubmit, work plans, doc ctl	1	ls	\$15,000	\$15,000
- electric utilities	6	mo	\$3,000	\$18,000
- water utilities	6	mo	\$700	\$4,200
- lightpoles, remove, replace, protect	5	ea	\$1,000	\$5,000
- boats, aluminum, w/safety eqpt, for NYSDEC	3	ea	\$1,000	\$3,000
- clear and grub/prepare High School area	1	ls	\$4,000	\$4,000
- Health & Safety Rep/eqpt, @ \$60/hr,	20	wk	\$2,400	\$48,000
- access control @ Rte 27A, traf. gd, 12 hr/wk	240	mh	\$70	\$16,800
- access control @ Rte 27A, steel, timbers, restore	1	ls	\$3,000	\$3,000
- tests-soil-per 250 cy	100	test	\$150	\$15,000
- tests-water-2/day	300	test	\$60	\$18,000
- demob-restore grass/soil @ High school, w/seed	100	cy	\$40	\$4,000
- demob-remove HS fence	1,600	lf	\$6	\$9,600
				\$0
				\$0
Item 5 - Solids Separation System (per S. Kim, attached)	1	ls	\$1,720,000	\$1,720,000
				\$0
Item 6 - Water Treatment System (per S. Kim, attached)	1	ls	\$1,229,000	\$1,229,000
				\$0
Item 7 - Treatment Building (130' X 150', cover presses)	1	ls	\$180,000	\$180,000
				\$0
Item 9A - HLSA - Mobilize and Demobilize	1	ls	\$10,000	\$10,000
				\$0
Item 9E - HLSA - Landscaped Berm	1	ls	\$15,000	\$15,000
				\$0
Item 9F - HLSA - Parking Lot ALLOCATION (attached)	1	ls	\$230,000	\$230,000
				\$0
Item 12A - Fish - Eradication Treatment				\$0
- rotenone	15	gal	\$70	\$1,050
- labor, boats, water control, notifications	48	mh	\$70	\$3,360
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL				\$7,026,370

Notes: a. 1 cy = 1.3 tons
 b. Basis of estimate: labor @ \$70/hr (prev wage, incl OH&P, insur, no OT, etc)
 - eqpt @ \$90/hr, RS Means 1998 plus 20% for NYC area, Dredge costs per Cumb Bay, and Edgemere Closure.

R. W. Jones
 2-2-99

BID ITEMS 5 #6 ; DRVS PROJECT / EARTH TECH / STEVEN KIM 2/2/99 / RCByes PE

Lake Capri - Solids Separation/Water Treatment System Installation Cost Estimate Summary													
Equipment Item	Unit working Capacity	Quantity	Equipment Cost	Rental Month	No. of men	Days	Total Labor	Installed Cost w/o profit	Ratio	Contractor Profit	Installed Cost w/ profit	Comments	
1 Screen	2,000 gpm	1	20,000		4	5	4,000	24,000	1.20	10%	26,400	FMC price	
2 Screen roll-off bin	40 cy	4	8,800	5			0	8,800		10%	7,480	Rental	
10 \$/day													
1 day of a roll-off bin operation cycle (collect, stay, sampling, disposal, and collect again)													
3 Receiving tank	10,000 gallons	1	10,000		6	2	2,400	12,400	1.24	10%	13,640	Equivalent to ModuTank rate, rental	
4 Transfer pump	1,000 gpm	3	15,000		6	5	6,000	51,000	1.13	10%	56,100	Equivalent to Warman International rate	
5 Hydrocyclone	1,000 gpm	2	8,400		4	4	3,200	20,000	1.19	10%	22,000	Warman International Inc	
6 Hydrocyclone roll-off bin	40 cy	20	34,000	5			0	34,000		10%	37,400	Rental	
10 \$/day													
5 days of a roll-off bin operation cycle (collect, stay, sampling, disposal, and collect again)													
7 Transfer pump	1,000 gpm	3	15,000		6	5	6,000	51,000	1.13	10%	56,100		
8 Equalization tank	350,000 gallons	1	60,000		6	9	10,800	70,800	1.18	10%	77,880	Equivalent to ModuTank rate, rental	
9 Polymer mix tank	1,340 gallons	1	5,000		6	1	1,200	6,200	1.24	10%	6,820	Equivalent to ModuTank rate, rental	
10 Flocculation tank	20,000 gallons	1	10,000		6	3	3,600	13,600	1.36	10%	14,960	Equivalent to ModuTank rate, rental	
11 Settler/thickener	270 sq. ft. each	4	7,500	5	4	4	3,200	153,200		10%	168,520	LEFCO V-bottom tank, rental	
12 Transfer pumps	750 gpm	3	15,000		6	5	6,000	51,000	1.13	10%	56,100		
13 Sand filter with others	9 ft	3 filters	250,000		10	12	24,000	274,000	1.10	10%	301,400	Sloan price	
14 Backwash water tank	30,000 gallons	1	10,000		6	4	4,800	14,800	1.48	10%	16,280	Equivalent to ModuTank rate, rental	
15 Polymer storage tank (total)	250 gallons	5	1,000		4	2	1,600	6,600	1.32	10%	7,260		
16 Polymer feed system	5 gpm	1	18,000		2	2	800	18,800	1.04	10%	20,680	Polyblend	
17 Sludge holding tank	137,000 gallons	1	40,000		6	5	6,000	46,000	1.15	10%	50,600	Equivalent to ModuTank rate, rental	
18 Filter press	150 cu. ft.	5	250,000		20	25	100,000	1,430,000	1.14	10%	1,573,000	Equivalent to JWI, including other items (B) 50%	
19 Filter cake conveyer		5	65,000		12	15	36,000	361,000	1.11	10%	397,100	Equivalent to JWI	
20 Filter press feed pump	500 gpm	5	15,000		8	10	16,000	91,000	1.21	10%	100,100		
21 Filter cake roll-off bin	40 cy	30	51,000	5			0	51,000		10%	56,100	USE FOR 2 PROJECTS - PER CUM-B. BY - NOT ALL COSTS PAID FOR IN ONE PROJECT	
10 \$/day													
5 days of a roll-off bin operation cycle (collect, stay, sampling, disposal, and collect again)													
22 Quick lime storage tank	14,300 gallons	1	80,000		10	8	16,000	96,000	1.20	10%	105,600	Sloan price	
23 Lime slaker		1	30,000		6	4	4,800	34,800	1.16	10%	38,280		
24 Lime slurry tank	17,600 gallons	1	50,000		8	5	8,000	58,000	1.16	10%	63,800		
25 Lime slurry feed pumps	50 gpm	2	7,500		4	4	3,200	18,200	1.21	10%	20,020		
26 Sprung building		1	24,000	6	11	10	22,000	166,000		10%	182,600	Sprung price including freight, & expenses, rental	
Width	100 ft.												
Length	200 ft.												
27 Trailer		2	1,000	5	2	2	800	10,800		10%	11,880		
Subtotal							290,400				3,488,100		
Site work				3							104,643	(A)	
Yard piping				2							69,762		
Electrical				3							104,643		
Plumbing				0.5							17,441		
Instrumentation				1							34,881		
Mobilization and demobilization											40,000		
Freight		25	5,000								125,000		
Subtotal							10				496,370		
Total Installed cost w/o Contingency											3,984,470		
Contingency											20%		
Total Installed Cost											4,781,363		
							Labor rate - \$25 per hour						
							No. of working hours per day - 8 hours/day						

$= \$3,129,000$
 Less (C) - 182,000
 $= \$2,947,000$
 $= SOL = \$1,718,000$
 $+ LIQ = \$1,229,000$

1-26-99 - RCB: \$3,984,000
 - 105,000 (A)
 - 750,000 (B)
 $\$3,129,000 = \text{solids } (1,900,000) \text{ SSIM}$
 $+ \text{water } (1,229,000)$

USE FOR
 2 PROJECTS - PER
 CUM-B. BY - NOT
 ALL COSTS
 PAID FOR IN ONE PROJECT

(C)

ENGINEER'S ESTIMATE (2/5/99)

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

UNIT PRICE ITEMS

<i>Payment Item Number</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
			<i>Words</i>	<i>Figures</i>	
2A	Hydraulic Dredging - Bulk	19,250 CY	Sixty-Seven point sixty-four	\$67.64/cy	\$1,302,070
2B	Hydraulic Dredging - Re-Dredging	400 CY	Seventy	\$70/cy	\$28,000
3	Bulkhead Backfilling	1,400 LF	Thirty	\$30/lf	\$42,000
4	Willetts Creek Excavation	311 CY	One Hundred and Twenty	\$120/cy	\$37,320
8	Erosion Control Fencing	1,240 LF	Six	\$6/cy	\$7440
9B	HLSA - Clear & Grub	0.85 AC	Four Thousand	\$4,000/ac	\$4000
9C	HLSA - 8' Chain Link Fencing	700 LF	Thirty	\$30/lf	\$21,000
9D	HLSA - 12" Select Gravel	1,200 CY	Forty-Five	\$45/cy	\$54,000
10A	Disposal-pressed soils/HAZ	608 TN	One Hundred and Sixty	\$160/tn	\$97,280
10B	Disposal-pressed soils/NON-H	11,543 TN	Seventy	\$70/tn	\$808,010
10C	Disposal-nonpressed/HAZ	500 CY	One Hundred and Twenty-five	\$125/cy	\$62,500
10D	Disposal-nonpressed/NON-H	9,500 CY	Sixty	\$60/cy	\$570,000
10E	Disposal-debris/HAZ	30 CY	One Hundred and Twenty-five	\$125/cy	\$3,750
10F	Disposal-debris/NON-H	100 CY	Sixty	\$60/cy	\$6000
11	Asphalt, 2", Type 2F	12,500 SY	Ten	\$10/sy	\$125,000
12B	Fish - Collection & Disposal	1,600 LB	Five	\$5/lb	\$8000

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

LUMP SUM ITEMS

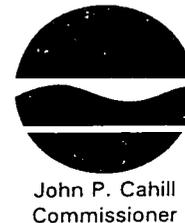
<i>Payment Item Number</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
			<i>Words</i>	<i>Figures</i>	
1	Mob./Demob. and Site Preparation	1 LS	Four hundred and one thousand, six hundred and sixty	\$461,660	\$461,660
5	Solids Separation System	1 LS	One million, seven hundred and twenty thousand	\$1,720,000	\$1,720,000
6	Water Treatment System	1 LS	One million, two hundred and twenty-nine thousand	1,229,000	\$1,229,000
7	Treatment Building	1 LS	One hundred and eighty thousand	\$180,000	\$180,000
9A	HLSA - Mobilize and Demob	1 LS	Ten thousand	\$10,000	\$10,000
9E	HLSA - Landscaped Berm	1 LS	Fifteen thousand	\$15,000	\$15,000
9F	HLSA - Parking Lot Allocation	1 LS	Two hundred and thirty thousand	\$230,000	\$230,000
12A	Fish - Eradication Treatment	1 LS	Four thousand four hundred ten	\$4410	\$4410
<p>Grand Total Bid: \$ <u> \$7,026,440 </u> (including item 9F (allocation)) (Price in figures)</p>					

New York State Department of Environmental Conservation

Project Number D003972, NYS Site Number 1-52-033

Item No.	Item Description	Unit	Estimated Quantity	Unit or Lump Sum Price		Total Amount (\$)
				Words	Figures	
13	Pollution Liability Insurance	LS	1	N/A	N/A	N/A
	<p><u>This item (#13) is not to be calculated in the base Bid for the project. Contractor is referred to Article 4 of the General Conditions in the Contract Documents. The limits for Pollution Liability Insurance will be the same as defined in Article 4 of the General Conditions. After opening of bids, Department will determine if it is in Department's best interest to have Contractor obtain an additional \$4,000,000 Pollution Liability Insurance on a site specific basis, and if so, Contractor will be paid separately at the actual documented cost to obtain this additional insurance. The Bidder is required to fill in the above price if it can obtain site-specific Pollution Liability Insurance. This Bid amount will be the upper limit for payment of this item. The Department is to be listed on the Bidder's Company Policy as an additional insured at no additional cost to the Department.</u></p>					
	Contractor Authorized Representative		Contractor Name		Date	

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9279 FAX: (518) 457-3206



FEB - 2 1999 @ 10:50

VIA FAX

Newsday, Inc.
235 Pine Lawn Road
Melville, New York 11747

ATTN: Classified Ad Department

Re: Dzus Fastener Site, Site No. 1-52-033

Dear Sir/Madam:

Enclosed is a "Notice to Bidders" for the site referenced above. Please publish this advertisement in Nassau County and Suffolk County on or before February 5, 1999.

Payment will be made upon submission of two original copies of: 1) A notarized affidavit of publication; and 2) Proof of publication.

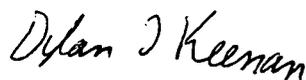
Please send your invoice and the affidavits to the following address:

New York State Department of Environmental Conservation
DER, Contracts Section
50 Wolf Road, Room 260A
Albany, New York 12233-7010
ATTN: Mr. Raymond E. Lupe

Our Newsday, Inc. Account Number is: 006669106

If you have any questions, please call me at (518) 457-9279.

Sincerely,

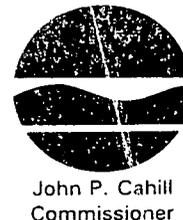


Dylan T. Keenan
Environmental Engineer I
Contracts Section

Enclosure

cc: w/o enclosure
Gerard Burke

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9279 FAX: (518) 457-3206



FEB - 2 1999 @ 10:40

VIA FAX

Capital Newspapers (Albany Times Union)
Box 15-627
Albany, New York 12212

ATTN: Mr. Tim Dollard

Re: Dzus Fastener Site, Site No. 1-52-033

Dear Mr. Dollard:

Enclosed is a "Notice to Bidders" for the site referenced above. Please publish this advertisement on or before February 5, 1999.

Payment will be made upon submission of two original copies of: 1) A notarized affidavit of publication; and 2) Proof of publication.

Please send your invoice and the affidavits to the following address:

New York State Department of Environmental Conservation
DER, Contracts Section
50 Wolf Road, Room 260A
Albany, New York 12233-7010
ATTN: Mr. Raymond E. Lupe

Our Times Union Account Number is: 091274

If you have any questions, please call me at (518) 457-9279.

Sincerely,

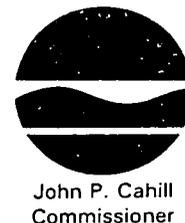


Dylan T. Keenan
Environmental Engineer I
Contracts Section

Enclosure

cc: w/ enclosure
Rose Dolan, DFM Contract Unit
Gerard Burke

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9279 FAX: (518) 457-3206



FEB - 2 1999 @ 10:56

VIA FAX

New York Voice
61-17 190th, Suite 206
Fresh Meadows, New York 11365

ATTN: Legal Ad Department

Re: Dzus Fastener Site, Site No. 1-52-033

Dear Sir/Madam:

Enclosed is a "Notice to Bidders" for the site referenced above. Please publish this advertisement on or before February 5, 1999.

Payment will be made upon submission of two original copies of: 1) A notarized affidavit of publication; and 2) Proof of publication.

Please send your invoice and the affidavits to the following address:

New York State Department of Environmental Conservation
DER, Contracts Section
50 Wolf Road, Room 260A
Albany, New York 12233-7010
ATTN: Mr. Raymond E. Lupe

If you have any questions, please call me at (518) 457-9279.

Sincerely,

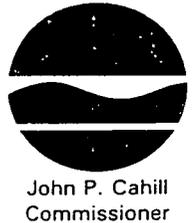
Dylan T. Keenan

Dylan T. Keenan
Environmental Engineer I
Contracts Section

Enclosure

cc: w/o enclosure
Gerard Burke

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9279 FAX: (518) 457-3206



FEB - 2 1999 @ 10:45

VIA FAX

The Environmental Contract Opportunity Report (TECOR)
United Communications Group
NIP Division
11300 Rockville Pike, Suite 1100
Rockville, Maryland 20852-3030

ATTN: Ms. Tracey Redmond

Re: Dzus Fastener Site, Site No. 1-52-033

Dear Ms. Redmond:

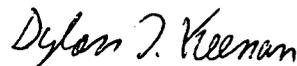
Enclosed is a "Notice to Bidders" for the site referenced above. Please publish this advertisement as soon as possible.

Please make note of the following in your announcement of the project:

- 1) Contract Documents may be obtained at the address specified in the enclosed "Notice to Bidders."
- 2) Contract Documents may be purchased in the form of a non-refundable check payable to the NYSDEC.
- 3) Anyone with questions regarding the project should contact Gerard Burke, DEC Project Manager, at (518) 457-9285.

If you have any questions, please call me at (518) 457-9279.

Sincerely,



Dylan T. Keenan
Environmental Engineer I
Contracts Section

Enclosure

cc: w/o enclosure
{Gerard Burke}

SECTION I

Advertisement and Notice to Bidders

New York State Department of Environmental Conservation

Project Name: Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Sediment Removal and Disposal Contract, NYS Site Number: 1-52-033.

Sealed bids for the Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Sediment Removal and Disposal Contract ("project"), will be received by the New York State Department of Environmental Conservation, Division of Management and Budget Services, Procurement Bureau, Room 686, 50 Wolf Road, Albany, New York, 12233-5027, Attn: Rose Dolan, until the time of 1:00 PM and on the date of March 9, 1999. The bids will be publicly opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids are not acceptable.

The project involves the implementation of remedial activities at the Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Site located in West Islip, in Suffolk County, New York. These include, but are not necessarily limited to, the following:

- Dredging and excavation of the contaminated sediments in Lake Capri, the attached lagoon and portions of Willetts Creek;
- Construction and operation of a solids separation and water treatment system;
- Installation of temporary support utilities;
- Disposal of removed and treated sediments at a permitted existing landfill.

The estimated range for this work is over \$4,000,000.

Drawings, specifications and proposal forms may be purchased for a non-refundable fee of \$49.00 from the Division of Management and Budget Services, Procurement Bureau, Room 686, 50 Wolf Road, Albany, New York 12233-5027; Attn: Rose Dolan. Individual checks for each set shall be made payable to the New York State Department of Environmental Conservation.

Proposals will be accepted only from bidders who purchase contract documents and can demonstrate that they have a minimum of three years of experience in remediating the hazardous waste sites. The contractor and/or subcontractor must have a minimum of three years of experience in the following operations: water treatment, mechanical removal of shoreline sediments, dewatering of sediments and temporary building construction. The contractor and/or subcontractors must have at least 24 months experience in environmental dredging. OSHA 1910.120 training is required. All proposals must be made on the official proposal form and enclosed in the envelope furnished with the contract documents. Each proposal must be accompanied by a deposit or a bid bond in the amount of 5% of bid amount.

Prospective Bidders are cautioned concerning the use of the Post Office Box address as telegraphic and overnight delivery cannot be sent to Post Office Boxes.

All Bidders must attend a Pre-Bid Conference to discuss special requirements for the contract, to be held on February 18, 1999 at south end of the parking lot behind the West Islip High School, off Higbie Lane, in West Islip, Long Island, New York starting at 11:00 am prevailing local time. All attendees will assemble in the southern parking lot of the West Islip High School. A tour of the site will be conducted after which the group will assemble in a meeting room indoors for a discussion, question and answer session. **ATTENDANCE IS MANDATORY AS A CONDITION OF BIDDING. IT IS REQUESTED THAT ATTENDEES ARRIVE ON TIME.** Attendees will be able to access the lake to take sediment samples on February 23, 1999, as directed by the DEPARTMENT.

Minority and Women owned businesses are encouraged to submit bids in response to this solicitation. The New York State Department of Environmental Conservation is an Equal Opportunity/Affirmative Action Employer.

For the purpose of this Notice to Bidders, the Director of the Division of Environmental Remediation, Room 260B, 50 Wolf Road, Albany, New York, 12233-7010, shall be the Department's designated Representative. Any questions, however, shall be directed to Gerard Burke, P.E. at (518) 457-9285.

Fed

USA Airbill

FedEx
Tracking
Number

809719943026

Form
I.D. No.

0210

SPH13

1 From (please print and press hard)Date 1/29/99 Sender's FedEx Account Number 0122-0765-4Sender's Name RICH ROGERS Phone (518) 458-1313Company RUST ENVIRONMENTAddress 12 METRO PARK RD Dept./Floor/Suite/RoomCity ALBANY State NY ZIP 12205**2 Your Internal Billing Reference Information**
(Optional) (First 24 characters will appear on invoice)**3 To** (please print and press hard)Recipient's Name AARON D. WARD Phone (518) 482-6230Company BROWN'S LETTERSAddress 855 CENTRAL AVE Dept./Floor/Suite/Room
(To "HOLD" at FedEx location, print FedEx address here) (We Cannot Deliver to P.O. Boxes or P.O. ZIP Codes)City ALBANY State NY ZIP 12206For at FedEx location check here Hold Weekday
(Not available with
FedEx First Overnight) Hold
(Available for FedEx Priority Overnight
and FedEx 2Day only)

For

 Saturday Delivery
(Available for FedEx
Priority Overnight and
FedEx 2Day only) Sunday Delivery
(Available for FedEx
Priority Overnight only)

Service Conditions, Declared Value, and Limit of Liability - By using this Airbill, you agree to the service conditions in our current Service Guide or U.S. Government Service Guide. Both are available on request. SEE BACK OF SENDER'S COPY OF THIS AIRBILL FOR INFORMATION AND ADDITIONAL TERMS. We will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, or delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your

actual loss in a timely manner. Your right to recover from us for any loss includes intrinsic value of the package, loss of sales, interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential, or special, and is limited to the greater of \$100 or the declared value but cannot exceed actual documented loss. The maximum declared value for any FedEx Letter and FedEx Pak is \$500. Federal Express may, upon your request, and with some limitations, refund all transportation charges paid.

Questions?

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FedEx Letter Rate not available. Minimum charge: One pound rate.**4b Express Freight Service** Packages over 150 lbs. Delivery commitment may be later in some areas. FedEx Overnight Freight (Next business day) FedEx 2Day Freight (Second business day) FedEx Express Saver Freight (Up to 3 business days)
(Call for delivery schedule. See back for detailed descriptions of freight services.)**5 Packaging** FedEx Letter (Declared value limit \$500) FedEx Pak FedEx Box FedEx Tube Other Pkg.**6 Special Handling**Does this shipment contain dangerous goods?* No Yes (One box must be checked) (If per attached Shipper's Declaration not required)
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*Dangerous Goods cannot be shipped in FedEx packaging.**7 Payment**Bill to: Sender (Account No. in Section 1 will be billed) Recipient Third Party Credit Card Cash/Check
(Enter FedEx Account No. or Credit Card No. below)FedEx Account No. Exp. Date
Credit Card No. DateTotal Packages Total Weight Total Declared Value* Total Charges
\$.00 \$

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SPH13

1 From (please print and press hard)Date 1/28/99 Sender's FedEx Account Number 0122-0765-4Sender's Name RICH ROGERS Phone (518) 458-1313Company RUST ENVIRONMENTAddress 12 METRO PARK RD

Dept./Floor/Suite/Room

City ALBANY State NY ZIP 12205**2 Your Internal Billing Reference Information** (Optional) (First 24 characters will appear on invoice) 3241910300**3 To** (please print and press hard)Recipient's Name MS. KELLY MARGIN Phone (518) 869-5374Company F.W. DODGE ReportAddress 4 AIRLINE DRIVE
(To "HOLD" at FedEx location, print FedEx address here) (We Cannot Deliver to P.O. Boxes or P.O. ZIP Codes) Check here
if residence
(Extra charge applies
for FedEx Express Saver)City ALBANY State NY ZIP 12205For at FedEx Location check here Hold Weekday
(Not available with
FedEx First Overnight) Hold
(Not available at all locations)
(Available for FedEx Priority Overnight
and FedEx 2Day only)For Saturday Delivery Saturday Delivery
(Available for FedEx
Priority Overnight and
FedEx 2Day only)For Sunday Delivery Sunday Delivery
(Available for FedEx
Priority Overnight only)

Service Conditions, Declared Value, and Limit of Liability - By using this Airbill, you agree to the service conditions in our current Service Guide or U.S. Government Service Guide. Both are available on request. SEE BACK OF SENDER'S COPY OF THIS AIRBILL FOR INFORMATION AND ADDITIONAL TERMS. We will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, or delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your

actual loss in a timely manner. Your right to recover from us for any loss includes intrinsic value of the package, loss of sales, interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential, or special, and is limited to the greater of \$100 or the declared value but cannot exceed actual documented loss. The maximum declared value for any FedEx Letter and FedEx Pak is \$500. Federal Express may, upon your request, and with some limitations, refund all transportation charges paid.

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The World On Time

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(Up to 3 business days)
(Call for delivery schedule. See back for detailed descriptions of freight services.)**5 Packaging** FedEx Letter
Declared value limit \$500. FedEx Pak FedEx Box FedEx Tube Other Pkg.**6 Special Handling**Does this shipment contain dangerous goods? No Yes (One box must be checked)
(As per attached Shipper's Declaration) Yes (Shipper's Declaration not required)
 Dry Ice
(Dry Ice, 9, UN 1845) x kg. Cargo Aircraft Only
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(Account No. in Section 1 will be billed) Recipient (Enter FedEx Account No. or Credit Card No. below) Third Party Credit Card Cash/CheckFedEx Account No. 3241910300 Exp. Date

Total Packages	Total Weight	Total Declared Value*	Total Charges
		\$.00	\$

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<input type="checkbox"/> Hold Weekday (Not available with FedEx First Overnight)	<input type="checkbox"/> Hold (Available for FedEx Priority Overnight and FedEx 2Day only)	<input type="checkbox"/> Saturday Delivery (Available for FedEx Priority Overnight and FedEx 2Day only)	<input type="checkbox"/> Sunday Delivery (Available for FedEx Priority Overnight only)
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Service Conditions, Declared Value, and Limit of Liability - By using this Airbill, you agree to the service conditions in our current Service Guide or U.S. Government Service Guide. Both are available on request. SEE BACK OF SENDER'S COPY OF THIS AIRBILL FOR INFORMATION AND ADDITIONAL TERMS. We will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, or delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your

actual loss in a timely manner. Your right to recover from us for any loss includes intrinsic value of the package, loss of sales, interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential, or special, and is limited to the greater of \$100 or the declared value but cannot exceed actual documented loss. The maximum declared value for any FedEx Letter and FedEx Pak is \$500. Federal Express may, upon your request, and with some limitations, refund all transportation charges paid.

Questions?

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 Does this shipment contain dangerous goods? No Yes (One box must be checked) Shipper's Declaration Yes (Up to 3 business days) No
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 (Enter FedEx Account No. or Credit Card No. below)

 FedEx Account No. _____ Exp. Date _____
 Credit Card No. _____

Total Packages	Total Weight	Total Declared Value*	Total Charges
		\$.00	\$

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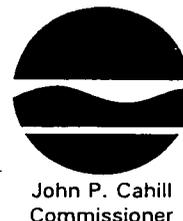
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New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9279 FAX: (518) 457-3206



JAN 28 1999

Brown's Letters, Inc.
855 Central Avenue
Albany, New York 12206

ATTN: Mr. Aaron Ward

Re: Dzus Fastener Site, Site No. 1-52-033

Dear Mr. Ward:

Enclosed is a "Notice to Bidders" for the site referenced above. Please publish this advertisement as soon as possible.

Please make note of the following in your announcement:

- 1) Contract Documents may be obtained at the address specified in the enclosed "Notice to Bidders."
- 2) Contract Documents may be purchased in the form of a non-refundable check payable to the NYSDEC.
- 3) Anyone with questions regarding the project should contact Gerard Burke, DEC Project Manager, at (518) 457-9285.

Enclosed is one (1) set of contract documents for examination by your customers. If you have any questions, please call me at (518) 457-9279.

Sincerely,

Dylan T. Keenan

Dylan T. Keenan
Environmental Engineer I
Contracts Section

Enclosures - Notice to Bidders (1)
Contract Documents (1)

cc: w/o enclosure
Gerard Burke

12 Metro Park Road, Albany, New York 12205

Post-it® Fax Note	7671	Date	3/22/99	# of pages	2
To	Gerard Burke	From	Amy VaLoak		
Co./Dept.		Co.			
Phone #		Phone #	Hard copy in mail		
Fax #	457-7743	Fax #			

March 19, 1999

Gerard Burke, P.E.
 NYSDEC Division of Construction Services
 50 Wolf Road
 Albany, New York

Subject: **Contract # D003972 - Dzus Fastener Site**
Preliminary Evaluation of Bids

Dear Gerard:

After preliminary review of the bid breakdown for the Dzus Fastener Site, the following comments are noted after the evaluation.

Overall, there is some unbalance to the bid prices given by the apparent low bidder, Blue Water Environmental. **Bolded items below require further clarification before issuing 'intent to award'.**

Telephone
 518.458.4313
 Facsimile
 518.458.2472

Pay Item 1 - Mob/Demob - Site Preparation - Price is almost four times higher than the Engineers Estimate and highest of the six bids received. It's not uncommon for contractors to front load bids based upon their interpretation of the specifications and measurement for payment. Up front loading allows for favorable cash flow to set up items they may have to go out of house to support. Sixty percent is due to the Contractor at the completion of mobilization.

Pay Item 2A, 2B - Hydraulic dredging prices are very low in comparison to the Engineer's estimate and other bidder's pricing. This pricing may be based upon interpretation of payment for this item to be after the post-dredging survey towards the end of the project which could be a factor in the contractor's strategy for its high pricing of mobilization. Contractor is using a subcontractor for dredging and needs to consider the limit of the percentage of work (ie. cost) that he is allowed to subcontract out under the Contract terms. Any extra dredging required by the project will be at low cost and a benefit to NYSDEC.

Pay Item 3 - Bulkhead Backfilling - Price is low, less than half estimated by the Engineer and less than any other bidder. It is a relatively minor cost component on the project.

Pay Item 4 - Willets Creek Excavation - Price is lower than Engineer's Estimate but generally within the price range of the other local bidders. The price appears reasonable.

Pay Items 5,6 - Solids Separation and Water Treatment - Pricing is reasonable, as estimated by Engineer. In particular, pricing for the water treatment system is closer to the Engineer's estimate than any other bid, all of which are lower.

Pay Item 7 - Treatment Building - Pricing is exceptionally low, unless Contractor owns his own



building, and deserves further discussion. Portion of labor and materials may have been included under mobilization.

Pay Item 8 - Erosion Control Fencing - Pricing is the same as Engineer's estimate and appears reasonable.

Pay Item 9 - HLSA - Combined cost for HLSA sub-items was about 30% lower than the Engineer's estimate. Other bidder's prices for HSLA averaged slightly below and ranged as high as 30% over the Engineer's estimate. Price is not unreasonable.

Pay Item 10 - Disposal - Overall disposal costs are very low, especially for materials determined hazardous. Contractor may have insight to other disposal options or beneficial re-use and this item should be discussed. Disposal costs for non-hazardous debris is high and exceeds the cost of all other bidders. This may be based upon unknown quantity of debris in lake and effort and cost to dispose of debris on Long Island. It is not anticipated that a large quantity of unknown debris exists, and this pay item does not contribute significantly to the estimate.

Pay Item 11 - Asphalt Paving - Price is reasonable.

Pay Item 12 - Fish Eradication and Disposal - Price is generally consistent with Engineer's estimate.

Based upon the high up-front pricing in mobilization, and other bolded bid line items, it is recommended to discuss the bid and Contractor's approach with Blue Water Environmental prior to issuing the 'intent to award'.

Very truly yours,

Earth Tech, Inc.



Amy Van Laak
Environmental Engineer

New York State Department of Environmental Conservation

MEMORANDUM

TO: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation
 FROM: Robert C. Knizek, Chief, Eastern Field Services Section *Robert C. Knizek*
 SUBJECT: THRU: H. Richard Koelling, Director, Bureau of Construction Services *ARK*
 DATE: Conceptual Approval Construction Contract No. D003972 for Dzus Fasteners,
 Site No. 1-52-033, Operable Unit No. 2

JAN 25 1999

Approved
M. Lupe
 1/28/99

TYPE OF CONTRACT:

Type of Contract: State Superfund
 Program Element: Remedial Action (RA); Construction

GB/mj

bcc: R. Koelling

R. Knizek

D. Weigel

R. Lupe

D. Norvik

M. Filipski

G. Burke

R. Dolan

Dayfile

Burke.con/ca.dzu

FUND NAME AND COST CENTER:

Fund Name: 1986 EQBA
 Cost Center: To be assigned

CONTRACT AMOUNT AND CONTRACT PERIOD:

Contract Amount: \$ 7,828,000.00
 Contract Period: March 9, 1999 - December 31, 1999

GENERAL DISCUSSION AND JUSTIFICATION (BACKGROUND, PURPOSE):

The Bureau of Construction Services recommends that you approve this allocation of funds. The Dzus Fastener Co. (Dzus) is located at 425 Union Boulevard in West Islip, Suffolk County, New York. The site is four acres in size and is situated between Union Boulevard to the south, the Montauk branch of the Long Island Railroad (LIRR) to the north, and Beach Street on the west. The eastern boundary ends at the intersection of Union Boulevard and the LIRR. Willets Creek begins at this location of the eastern terminus of the property and flows south to Lake Capri.

Dzus Fasteners has been divided into two operable units (OUs). On-site soils at the one-acre Dzus Fastener Company's manufacturing facility comprise Operable Unit Number 1 (OU 1) with remediation complete. Contamination in groundwater and in surficial sediments and surface waters of nearby Willetts Creek and Lake Capri downstream of the facility comprise the OU 2 site.

FEB - 1 1999

In the summer of 1998, Rust Environmental performed a Design Analysis Report (DAR) to better define the extent of contamination in the lake bottom and in the creek. This study indicated that the sediments in Lake Capri are contaminated with cadmium up to 400 ppm and at depths of up to 30 inches. Concentrations of cadmium in Upper Willetts Creek were reported to range from non-detectable to 79 mg/kg (ppm) at one location just upstream of the Burling Lane footbridge near the West Islip Junior High School. All sediments with cadmium concentrations above one part per million will be removed.

The remedy set forth in the Record of Decision (ROD) for OU 2 included hydraulically dredging the contaminated sediments (estimated 12,000 cubic yards) from Lake Capri. The remedy included mechanically excavating an estimated 100 cy of contaminated sediments from Upper Willetts Creek to a depth of 6 inches. The DAR results required the Department to increase the estimated quantity of contaminated sediments which will be removed from the lake to 17,030 cubic yards (cy) removed from the lake and 200 cy from the creek. All sediments will be dewatered as necessary, the water will be treated and returned to the lake. Sediments will be stabilized with lime and disposed off site. The temporary treatment plant will be constructed in the West Islip Senior High School rear parking lot. A secondary staging area will be located nearby on other school property.

A New York State Department of Health fish consumption advisory (1997-98) is currently in effect for carp taken from Lake Capri. Cadmium concentrations in fish flesh exceed acceptable levels. The Dzus facility has been acknowledged to be the source of the cadmium.

The referral to implement the remedy for OU-2 was dated December 30, 1997. There is a settlement agreement dated December 13, 1993, for 1.9 million dollars.

ALTERNATIVE:

No other feasible method exists to accomplish the work with State personnel or equipment.

AFFIRMATIVE ACTION ISSUE: (Contract percentage goals)

MBE Goal = 15%

WBE Goal = 5%

EEO Goals = 10% female, 10% minority

DEC ORGANIZATIONAL UNITS AND/OR STATE AGENCIES INVOLVED:

Division of Environmental Enforcement
Division of Environmental Remediation
Division of Water
New York State Department of Health

DEC ATTORNEY AND POTENTIAL LEGAL ISSUES:

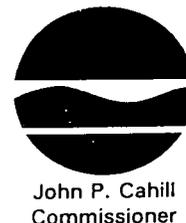
Contract Attorney: Meta Murray
Program Attorney: James Eckl

OTHER INFORMATION:

None

cc: B. Moulhem- BMWBP

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9279 FAX: (518) 457-3206



JAN 28 1999

F.W. Dodge Report
4 Airline Drive
Albany, New York 12205

ATTN: Ms. Kelly Magin

Re: Dzus Fastener Site, Site No. 1-52-033

Dear Ms. Magin:

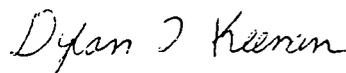
Enclosed is a "Notice to Bidders" for the site referenced above. Please publish this advertisement as soon as possible.

Please make note of the following in your announcement:

- 1) Contract Documents may be obtained at the address specified in the enclosed "Notice to Bidders."
- 2) Contract Documents may be purchased in the form of a non-refundable check payable to the NYSDEC.
- 3) Anyone with questions regarding the project should contact Gerard Burke, DEC Project Manager, at (518) 457-9285.

Enclosed are two (2) sets of contract documents for examination by your customers. Also, send us a copy of any microfilm you make. If you have any questions, please call me at (518) 457-9279.

Sincerely,

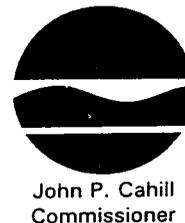


Dylan T. Keenan
Environmental Engineer I
Contracts Section

Enclosures - Notice to Bidders (1)
Contract Documents (2)

cc: w/o enclosure
Gerard Burke

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 260A
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9279 FAX: (518) 457-3206



JAN 28 1999

Syracuse Builders Exchange
6563 Ridings Road
Syracuse, New York 13206

ATTN: Lisa Schaeffler

Re: Dzus Fastener Site, Site No. 1-52-033

Dear Ms. Schaeffler:

Enclosed is a "Notice to Bidders" for the site referenced above. Please publish this advertisement as soon as possible.

Please make note of the following in your announcement:

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- 3) Anyone with questions regarding the project should contact Gerard Burke, DEC Project Manager, at (518) 457-9285.

Enclosed is one (1) set of contract documents for examination by your customers. If you have any questions, please call me at (518) 457-9279.

Sincerely,

Dylan T. Keenan

Dylan T. Keenan
Environmental Engineer I
Contracts Section

Enclosures - Notice to Bidders (1)
Contract Documents (1)

cc: w/o enclosure
Gerard Burke



New York State Department of Environmental Conservation

MEMORANDUM

TO: Ray Lupe, Chief, Contract Development Section, Bureau of Program Management
FROM: Robert C. Knizek, Chief, Eastern Field Services Section *Robert C. Knizek*
SUBJECT: THRU: H. Richard Koelling, Director, Bureau of Construction Services *HRK*
 Dzus Fasteners, Site No. 1-52-033, Operable Unit No. 2
DATE:

JAN 25 1999

It is intended to receive and open bids for Construction Contract No. D003972 for the above referenced site on March 9, 1999 at 1:00 PM (cleared with Renate O'Brien). A prebid meeting has been set for February 18, 1999. Please have the attached advertisement published in the following publications on or before February 5, 1999.

- Newsday
- Albany Times Union
- Dodge Reports
- Syracuse Builders Exchange
- A minority newspaper

The Contract Reporter Insert Form is attached for inclusion in the February 1, 1999 issue (deadline January 25, 1999). Additionally, please mail copies of the advertisement to appropriate firms on the construction contractors' list.

If you have questions, please call Gerard Burke at 457-9285.

Attachments

cc: R. O'Brien
 B. Moulhem

GB/mj
 bcc: R. Koelling
 R. Knizek
 G. Burke
 Dayfile
 a:bidad.dzu

New York State Contract Reporter Insertion Form

Agency	NYS Dept. of Environmental Conservation	Contact	Gerard Burke
Office	Division of Environmental Remediation	Phone	(518) 457-9285
Sent Via	<input checked="" type="checkbox"/> Fax Page <u>1</u> of <u>1</u> <input type="checkbox"/> Courier <input type="checkbox"/> Registered/Certified Mail	Date	January 25, 1999
		FORMS RECEIVED AFTER MIDNIGHT MONDAY WILL GO INTO THE NEXT ISSUE.	

INSTRUCTIONS

- The information above must be completed but will not appear in the Contract Reporter. The information below will appear in the Contract Reporter.
- The law requires you to complete this form in full. The form must be typewritten. Please use upper/lower case - not all caps. Fit all copy in space provided. For sections not applicable, type "N/A".
- No fax cover sheet required. For multiple insertions submitted at one time, complete box (above) in full for page 1 and number following sheets "Page 2 of X", etc.

Contract Category Number 03	Contract ID Number D003972	Contract/Project Title Dzus Fasteners OU2 Site No. 1-52-033
------------------------------------	--------------------------------------	---

Description of Goods or Services to Be Bid

The scope of remedial work includes, but is not necessarily limited to the excavation/dredging and off-site disposal of approximately 21,000 cubic yards of cadmium contaminated sediments. A temporary treatment plant will be constructed for the dewatering and physical separation of sediments, wastewater treatment and lime stabilization of dewatered sediments. Plans and specifications may be purchased for \$49.00 from the Division of Management and Budget, Contract Unit, Procurement Bureau, Room 686, 50 Wolf Road, Albany, NY 12233-5027; ATTN: Rose Dolan, telephone (518) 457-7071, beginning February 5, 1999.

These goods or services have been purchased from an out-of-state/foreign vendor within the past 3 years: N/A

Eligibility/Qualifications Requirements/Preferences

Three (3) years minimum experience in the design and construction of Hazardous Waste Remediation projects, 24 months minimum experience with environmental hydraulic dredging, mandatory pre-bid meeting on Thursday, February 18, 1999 at 11:00 a.m. in the West Islip Senior High School Southeast rear parking lot (end of Barberrry Road). OSHA 1910-120 training required.

Subcontracting Provisions

Minority business sub-contracting goal: 15 %
 Woman-owned business sub-contracting goal: 5 %

Proposal Due Date

March 9, 1999 @ 1:00 PM

Contract Term

215 Days from Notice to Proceed Date

Location Where Goods to be Delivered or Service Performed

The Dzus Fasteners dredging will be performed in Lake Capri, 150 feet East of Barberrry Road, North of Rt. 27A in the Town of Islip, New York. The Treatment Plant will be constructed in the Southeast Rear parking lot of the West Islip Senior High School located at the end of Barberrry Rd.

Contact

Name & Title Gerard Burke, P.E., Environmental Engineer 2
 Department NYS Department of Environmental Conservation
 Agency Division of Environmental Remediation
 Address 50 Wolf Road, Room 267
 City, State/ZIP Albany, NY 12233-7010
 Phone/Fax (518) 457-9285/(518) 457-7743

Submit To (If different from Contact)

NYS Department of Environmental Conservation
 Office of Management and Budget, Contract Unit
 50 Wolf Road, Room 686
 Albany, NY 12233-5027
 ATTN: Ms. Rose Dolan
 (518) 457-7071

submit this from to BOTH

Ad-Vantage Printing & Graphics, Inc. AND
 P.O. Box 4452
 Utica, NY 13504
 FAX: (315) 797-2300
 PHONE: (315) 797-2331

NYS Department of Economic Development
 One Commerce Plaza
 Albany, NY 12245
 FAX: (518) 473-6928
 For inquiries: (518) 486-4141

SECTION I

Advertisement and Notice to Bidders

New York State Department of Environmental Conservation

Project Name: Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Sediment Removal and Disposal Contract, NYS Site Number: 1-52-033.

Sealed bids for the Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Sediment Removal and Disposal Contract ("project"), will be received by the New York State Department of Environmental Conservation, Division of Management and Budget Services, Procurement Bureau, Room 686, 50 Wolf Road, Albany, New York, 12233-5027, Attn: Rose Dolan, until the time of 1:00 PM and on the date of March 9, 1999. The bids will be publicly opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids are not acceptable.

The project involves the implementation of remedial activities at the Dzus Fastener Site (OU2)-Lake Capri/Willetts Creek Site located in West Islip, in Suffolk County, New York. These include, but are not necessarily limited to, the following:

- Dredging and excavation of the contaminated sediments in Lake Capri, the attached lagoon and portions of Willetts Creek;
- Construction and operation of a solids separation and water treatment system;
- Installation of temporary support utilities;
- Disposal of removed and treated sediments at a permitted existing landfill.

The estimated range for this work is over \$4,000,000.

Drawings, specifications and proposal forms may be purchased for a non-refundable fee of \$49.00 from the Division of Management and Budget Services, Procurement Bureau, Room 686, 50 Wolf Road, Albany, New York 12233-5027; Attn: Rose Dolan. Individual checks for each set shall be made payable to the New York State Department of Environmental Conservation.

Proposals will be accepted only from bidders who purchase contract documents and can demonstrate that they have a minimum of three years of experience in remediating the hazardous waste sites. The contractor and/or subcontractor must have a minimum of three years of experience in the following operations: water treatment, mechanical removal of shoreline sediments, dewatering of sediments and temporary building construction. The contractor and/or subcontractors must have at least 24 months experience in environmental dredging. OSHA 1910.120 training is required. All proposals must be made on the official proposal form and enclosed in the envelope furnished with the contract documents. Each proposal must be accompanied by a deposit or a bid bond in the amount of 5% of bid amount.

Prospective Bidders are cautioned concerning the use of the Post Office Box address as telegraphic and overnight delivery cannot be sent to Post Office Boxes.

All Bidders must attend a Pre-Bid Conference to discuss special requirements for the contract, to be held on February 18, 1999 at south end of the parking lot behind the West Islip High School, off Higbie Lane, in West Islip, Long Island, New York starting at 11:00 am prevailing local time. All attendees will assemble in the southern parking lot of the West Islip High School. A tour of the site will be conducted after which the group will assemble in a meeting room indoors for a discussion, question and answer session. **ATTENDANCE IS MANDATORY AS A CONDITION OF BIDDING. IT IS REQUESTED THAT ATTENDEES ARRIVE ON TIME.** Attendees will be able to access the lake to take sediment samples on February 23, 1999, as directed by the DEPARTMENT.

Minority and Women owned businesses are encouraged to submit bids in response to this solicitation. The New York State Department of Environmental Conservation is an Equal Opportunity/Affirmative Action Employer.

For the purpose of this Notice to Bidders, the Director of the Division of Environmental Remediation, Room 260B, 50 Wolf Road, Albany, New York, 12233-7010, shall be the Department's designated Representative. Any questions, however, shall be directed to Gerard Burke, P.E. at (518) 457-9285.

 *** ACTIVITY REPORT ***

ST. TIME	CONNECTION TEL	CONNECTION ID	NO.	MODE	PGS.	RESULT
01/21 16:23	73930		4611	TRANSMIT ECM	2	OK 00'47
01/21 16:25	92687p716 851 7226	REG 9 BUFFALO	4612	TRANSMIT ECM	10	OK 06'23
01/22 07:33	5164968864		6329	AUTO FAX RX ECM	3	OK 01'11
01/22 08:06	73930		4613	TRANSMIT ECM	1	OK 00'28
01/22 08:29	9147357466		6330	AUTO FAX RX G3	4	OK 02'50
01/22 09:20	92687p315 426 7402	REG 7 SYRACUSE	4614	TRANSMIT ECM	3	OK 02'42
01/22 11:16	914 279 8909		6331	AUTO FAX RX ECM	3	OK 01'29
01/22 11:20	p592687p8018178707		4615	TRANSMIT ECM	1	OK 00'28
01/22 11:53			6332	AUTO FAX RX ECM	1	OK 00'36
01/22 12:27	518 458 1735		6333	AUTO FAX RX ECM	6	OK 02'26
01/22 12:47	516 444 0248		6334	AUTO FAX RX ECM	6	OK 02'30
01/22 13:20			6335	AUTO FAX RX ECM	2	OK 00'57
01/22 14:06	5164968864		6336	AUTO FAX RX ECM	3	OK 01'08
01/22 15:08	p592687p3154395552		4616	TRANSMIT	0	NG 00'00
					0	STOP
01/22 15:16	p592687p3154395552		4617	TRANSMIT	0	NG 00'00
					0	#018
01/22 15:29	p592687p3154395552		4618	TRANSMIT	0	NG 00'00
					0	#018
01/22 15:35	p592687p3155485864		4619	TRANSMIT G3	6	OK 04'11
01/22 16:20	p592687p3154395262	CELLULAR ONE-SYR	4620	TRANSMIT ECM	1	OK 00'28
01/22 16:22	518 458 1735		6337	MEMORY RX ECM	3	OK 01'05
01/22 16:27	92687p718 482 6358	REG 2	4621	TRANSMIT ECM	5	OK 02'09
01/25 03:32			6338	AUTO FAX RX ECM	1	OK 00'43
01/25 07:30	5184397923		6339	AUTO FAX RX G3	2	OK 01'20
01/25 08:41	9147357466		6340	AUTO FAX RX G3	1	OK 01'05
01/25 09:56	92687p516 444 0373	STONY BROOK	4622	TRANSMIT	0	NG 00'00
					0	#018
01/25 10:10	92687p516 444 0373	STONY BROOK	4623	TRANSMIT	0	NG 00'00
					0	#018
01/25 10:58	p592687p5164440373		4624	TRANSMIT	0	NG 00'00
					0	#018
01/25 11:04	73930		4625	TRANSMIT ECM	1	OK 00'28
01/25 11:08			6341	AUTO FAX RX ECM	8	OK 03'26
01/25 11:21	40649472304067826637		4626	MANUAL TX G3	0	NG 00'06
					0	
01/25 11:23	p592687p4064947230		4627	TRANSMIT ECM	3	OK 01'50
01/25 11:36	315 253 7739		6342	AUTO FAX RX ECM	3	OK 02'23
01/25 14:22	716 684 0844		6343	AUTO FAX RX ECM	7	OK 02'23
01/25 14:42	716 684 0844		6345	AUTO FAX RX ECM	9	OK 03'00
01/25 14:47	607 762 8451	NYSEG LIC & ENV	6346	AUTO FAX RX ECM	3	OK 01'27
01/25 15:02	9p4736928		4629	TRANSMIT ECM	1	OK 00'37
01/25 15:07	p592687p3157972300		4628	TRANSMIT	0	NG 00'00
					0	#018
01/25 15:13	p592687p3157972300		4630	TRANSMIT	0	NG 00'00
					0	STOP
01/25 15:21	p592687p3157972300		4631	TRANSMIT	0	NG 00'00
					0	#018
01/25 15:28	p592687p3157972300		4632	TRANSMIT G3	1	OK 00'51
01/25 15:32	716 684 0844		6347	AUTO FAX RX ECM	2	OK 00'41

CONTRACT #
BID OPENING

RISE/RENEW 2-7071

New York State CONTRACT REPORTER

ISSUE #	INSERTIONS RECEIVED			ISSUE DATE	EARLIEST BID OPENING ALLOWED
	FROM	-	TO		
Vol 10-26	12/8/98	-	12/14/98	12/21/98	1/13/99
Vol 10-27	12/15/98	-	12/21/98	12/28/98	1/20/99
[REDACTED]					
Vol 10-29	12/29/98	-	1/4/99	1/11/99	2/2/99
[REDACTED]					
Vol 10-31	1/12/99	-	1/18/99	1/25/99	2/16/99
Vol 10-32	1/19/99	-	1/25/99	2/1/99	2/23/99
Vol 10-33	1/26/99	-	2/1/99	2/8/99	3/2/99
Vol 10-34	2/2/99	-	2/8/99	2/15/99	3/8/99
Vol 10-35	2/9/99	-	2/15/99	2/22/99	3/15/99
Vol 10-36	2/16/99	-	2/22/99	3/1/99	3/22/99
Vol 10-37	2/23/99	-	3/1/99	3/8/99	3/29/99
Vol 10-38	3/2/99	-	3/8/99	3/15/99	4/5/99
Vol 10-39	3/9/99	-	3/15/99	3/22/99	4/12/99
Vol 10-40	3/16/99	-	3/22/99	3/29/99	4/19/99
Vol 10-41	3/23/99	-	3/29/99	4/5/99	4/26/99
Vol 10-42	3/30/99	-	4/5/99	4/12/99	5/3/99
Vol 10-43	4/6/99	-	4/12/99	4/19/99	5/10/99
Vol 10-44	4/13/99	-	4/19/99	4/26/99	5/17/99
Vol 10-45	4/20/99	-	4/26/99	5/3/99	5/25/99
Vol 10-46	4/27/99	-	5/3/99	5/10/99	6/1/99
Vol 10-47	5/4/99	-	5/10/99	5/17/99	6/8/99
Vol 10-48	5/11/99	-	5/17/99	5/24/99	6/14/99
Vol 10-49	5/18/99	-	5/24/99	5/31/99	6/21/99
Vol 10-50	5/25/99	-	5/31/99	6/7/99	6/28/99
Vol 10-51	6/1/99	-	6/7/99	6/14/99	7/6/99
Vol 10-52	6/8/99	-	6/14/99	6/21/99	7/13/99

*

From: Vicente Alfonso
To: NYSDEC0.REMEDIAT(gwburke)
Date: 1/20/99 3:08pm
Subject: Dzus Fasteners -Reply

Mr Burke the m\wbe goals of 15%mbc & 5%wbc EEO goals of 10&10 are 100% correct .

thanks for keeping me informed

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

CHECKLIST FOR REVIEW OF SSF CONSTRUCTION CONTRACT DOCUMENTS (BIDDABILITY/CONSTRUCTABILITY REVIEW)

Project Name: Dzus Fasteners Suffolk 1
(County) (Region)

Date of Contract Documents: 1/19/99
12/15/98 Date Received: 1/19/
Date Review Initiated: 1/19

Construction Contract(s) Number and Description, with dollar estimate:
D003972 \$ 7.8 Million

Design Engineer: Rust Environmental + Infrastructure, Inc
(Name of Firm)

12 Metro Park Rd
(Address)

Albany NY 12205
(Address)

Rich Rogers 437-8390
(Project Engineer Responsible - Contact Person) (Phone)

458-2472
(Fax No.)

A. Composition of Contract Documents

1. Specifications: (only NYSDEC Standard Boilerplate is allowed)
 - a. Has the latest version of the Standard Spec been used Yes No
 - b. NYS PE Stamp w/Signature Yes No
 - c. Table of Contents Yes No
 - d. Set is complete - no missing pages or sections Yes No
 - e. Advertisement and Notice to Bidders Yes No
 - f. Terms and Definitions (no modifications allowed) Yes No
 - g. Bidding Information and Requirements (no modifications allowed) Yes No
 - h. Supplementary Bidding Information and Requirements Yes No
 - i. Bid forms and attachments (only bid form may be modified) Yes No ^{not filled in}
 - j. Agreement Yes No
 - k. Appendix A, Appendix B and Rider to Appendix B (no modifications allowed) Yes No
 - l. General Conditions of Contract (no modifications allowed) Yes No
 - m. Supplementary Conditions Yes No
 - n. Standard Specifications (no modifications allowed) Yes No
 - o. Supplementary Specifications Yes No
 - p. Measurement for Payment Yes No
 - q. Wage rates and associated contract requirements Yes No
2. Construction Drawings w/PE stamp, signature and statement regarding alterations as required by NYS Education Law on all sheets. Yes No

- 3. Soil Boring Logs and other Subsurface Information including engineer's earth-work calculations (if lump sum item) and waste characterization for information only. These are not to be a part of the Contract Documents. Yes No

B. General Considerations

- 1. Cost escalation clauses in specifications (None allowed) Yes No
- 2. If the project is for the construction of a building structure estimated at \$50,000 or more, are there separate contract specifications in the contract documents for General Construction, Plumbing, Heating and Ventilating, and Electrical Work, calling for separate bids? (Ref: Article 9, Section 135, NYS Finance Law). Yes No

NA

If not, explain: (Attach Division of Legal Affairs' legal opinion)

- 3. a. Do the contract documents agree with the latest Project Scope, as approved in the RCRA Closure Plan, ROD, or ESD? Yes No

If not, what action is being taken to obtain agreement and what is the schedule?

- b. Is length of time between advertisement and bid opening realistically reflecting the response time needed by a contractor to prepare a bid considering the size and complexity of the project? Yes No

- c. Is the Contract Award, Start of Construction, and Completion of Construction scheduling reasonable and in agreement with the ROD? Yes No

If not, explain why _____

- d. Has winter weather been taken into consideration for the completion time to allow restoration to occur during a spring, summer or fall season? Yes No

- 4. Has a dated Pre-Bid Estimate, prepared in accordance with the Bid Proposal been submitted by the Engineer? (Attach Copy) Yes No

- 5. Are property lines and temporary and permanent easements shown on the plans? (NOTE: Notice letters, acquisition or easement work must be accomplished prior to advertisement.) Yes No

- 6. Submittals - Do all sections referencing submittals agree with the time schedules of other sections requiring the same submittals? Yes No
- 7. Are all referenced DEC representatives and their addresses correct? Yes No

C. Advertisement

- 1. Are the project name, site number, time and date of bid opening, and project description correct? (make sure blanks are filled in) Yes No
Page/Sec. No. _____
- 2. Are there provisions in the Advertisement for plan deposit in accordance with State Finance Law (Article 7, Section 143)? Yes No
Page/Sec. No. _____
- 3. Do the Advertisement and the Information for Bidders contain the 5 percent Bid Bond requirements contained in State Finance Law? Yes No
Page/Sec. No. I-1
- 4. Do the Advertisement and the Information for Bidders provide for a Mandatory Pre-Bid Conference for all bidders with attendance by NYSDEC representative and are the date, time and location listed? Yes No
Advertisement Page/Sec. No. I-1
Information to Bidders Page/Sec. No. _____
- 5. Has the project manager's name been entered correctly? Yes No

D. Bidding Information and Requirements Section III

- 1. Do the Bid Instructions state that the following items will accompany the Contractor's Bid to the Department and be properly completed? 111-3
 - a. Form of Bid filled out Yes No
 - b. Bid Bond or Certified Check Yes No
 - c. Non-Collusion Certificate Yes No
- 2. Do the Bid Instructions state that the following items shall be submitted within 5 days of notification that the Bidder is the apparent low Bidder? McBride FEP
 - a. Off-site permitted facility to receive material along with a copy of the facilities permit. Yes No

- b. Plan of Operations (Work Plan) and Progress Schedule, Health and Safety Plan, Sampling Plan, and QA/QC Plan Yes X No
- c. Statement of Surety's intent, complete and signed by and duly authorized surety company licensed to do business in the State of New York Yes X No
- d. A copy of the proposed pollution liability policy if contractor can obtain it. If Bidder is unable to obtain Pollution Liability insurance, DEPARTMENT requires letters from three (3) sureties stating that Pollution Liability insurance is unavailable Yes X No
- e. A description of projects completed by Bidder which indicates his experience in this type of work Yes X No
- f. Proof of Availability of insurance or Certificate of insurance with endorsements. Yes X No
- g. NYS Uniform Contracting Questionnaire or affidavit of no change (if appropriate) Yes X No
- h. Preliminary schedule and acceptable M/WBE utilization plan Yes X No
- i. Any other information that demonstrates the Bidder's ability to perform the work described herein Yes X No
- j. Financial Information (if requested) Yes X No

3. Do the Bid Instructions state that the following will be submitted fourteen (14) days after the Notice of Intent to Award? Section 111-4
- Agreement and Rider to Appendix B Yes X No
 - Performance Bond with Power of Attorney Yes X No
 - Labor and Material Bond with Power of Attorney Yes X No
 - Bid breakdown of Items Yes X No
 - Certificate of Insurance Yes X No

Page/Sec. No. 4 / sect III

4. Does the Information for Bidders state that there will be no approval given for any "or equals," materials, equipment or systems prior to the Award of the Contract? Yes X No

Page/Sec. No. 5 / III

5. Do the specifications contain Sales Tax Exemption wording in the Information for Bidders section? Yes X No
(Ref: NYS Tax Law, Article 28, Part III Section 1116)

6. Is the paragraph on "Existing Site Conditions" in the Information to Bidders Section? Yes No X
Page/Sec. No.

7. a. Do the specifications state that the contractor award will be made to the lowest, responsive, responsible bidder? (For alternate bid items, the lowest acceptable bid for the alternate or combination of alternates) (Ref: NYS Finance Law) Yes X No
Page/Sec. No. 111 - 8

b. Do the specifications state that the Owner may reserve the right to reject all bids? (Ref: NYS Finance Law Article 11, Section 174) Yes X No
Page/Sec. No. III - 8

c. Will award of contract be made within 45 days of bid opening? (Ref: State contract; NYS Finance Law Article 9, Section 140) Yes X No
Page/Sec. No. III - 9

E. Supplementary Bidding Information and Requirements IV

1. Have the project number, location, and site access information been indicated along with a description of the construction to be performed? Yes No X

2. Have the names and addresses of all Department representatives been entered? Yes No X

3. Has time, date, and location of pre-bid conference been entered? Yes No X

4. Have all documents available for contractors to review been listed (e.g.: RI/FS, other studies) with location for their review? Yes X No

5. Does the Information for Bidders state the MBE and WBE goal requirements and EEO goal requirements for this project? (are percentages filled in?) Yes X No
Page/Sec. No. IV - 3

6. Has the type of progress schedule been indicated? (e.g.: critical path or bar chart) Yes X No

F. Contract Bid Form and Acknowledgement

1. Have the contract no. and site number been filled out on page V-1? Yes X No

- 2. Have the standard bid invitation and bid submittal procedures been used? Yes No
- 3. a. Is there a single bottom line bid amount to compare bidders? Yes No
- b. Are there quantities for unit price bid items and/or lump sums for all bid items? Yes No
- c. For Lump Sum Contracts - are stipulated unit prices included in the specifications? Yes No

If stipulated unit prices are included, are they reasonable? Yes No

If not, explain: _____

- 4. Is the cost of the pollution liability insurance listed as a separate lump sum payment item using the standard form? Yes No
- 5. Is payment to the contractor adequately addressed for anticipated removal, replacement or relocation of aboveground and underground structures or obstructions to the work which are indicated in the plans and specifications? Yes No

Page/Sec. No. _____

- 6. Are there items identified as "Contingent Items" or "Alternate Items"? Yes No

If so, explain: _____

- 7. Surety's Intent for performance bond and labor and material payment bond? (Include form in bid proposal.) (Ref: NYS Finance Law, Section 137) Yes No

Page/Sec. No. 13 - 1

- 8. Has the Non Collusive Bidding Certification form been included? Yes No

Page/Sec. No. _____

- 9. Has the correct site number been entered on the Bid Bond form? (Article 1(d)) Yes No

- 10. Have the Project Description, Project No., and Site No. been entered on the Statement of Surety's Intent form? (Article 2(b)) Yes No

- 11. Do the documents contain the MBE/WBE - EEO Utilization Plan Forms and the Uniform Contracting Questionnaire? Yes No
- 12. Has the location and description of work been entered on the Certificate of Insurance? Yes No
- 13. Has the site ID No. been entered on the Performance Bond and Labor and Materials Bond Forms? Yes No

G. Agreement

VI

- 1. Has the Engineer's name been entered in Article 3? Yes No
- 2. Are definite substantial completion time and final completion time contained in the specifications? Yes No

_____ Calendar Days for substantial completion
 _____ Calendar Days for final completion Page/Sec. No. 3 - VI

- 3. a. Charges for Delay - Are liquidated damages adequate compensation for the Owner's cost including engineering and administrative expenses? (Have they been calculated for this contract and a copy placed in the file?) Yes No
 Page/Sec. No. 3 - VI

b. Amount of liquidated damages? \$ _____

4. Payment and Retainage Provisions

Do the specifications require payment and retainage (5%) to the contractor in accordance with State Finance Law? Yes No
 Page/Sec. No. 4 - VI

- 5. Has the Department's address been correctly entered in Article 13? Yes No
- 6. Has the contract number been entered on the signature page? Yes No

H. Appendix A and Appendix B

- 1. Is Appendix A, "Standard Clauses for all New York State Contracts" 1/96 (12/96 Version), Appendix B "Standard Clauses for all New York State Department of Environmental Conservation Contracts" (4/93 Version) and Rider to Appendix B, "Standard Clauses for All NYSDEC Contracts", included in the specifications, with the established MBE/WBE good faith effort requirements included? Also, are EEO good faith effort requirements included? Yes No
 Page/Sec. No. VII

2. Is a statement included requiring the Contractor to pay the prevailing State wage rates at the time the work is performed? Yes No
(Ref: Chap. 752 & 753 of NYS Laws of 1975) Page/Sec. No. 2 - VII

3. Have the MBE, WBE and EEO goals been entered in Appendix B paragraph VII (A)1 & 2? Yes No

4. Have the designated representatives been entered in Appendix B section IX? Yes No (not)

I. General Conditions VIII

1. Are requirements for a Pre-Construction conference included? Yes No

2. Do the specifications require that the Work Progress Schedules of the separate prime contractors be submitted and approved prior to the first payment request? Yes No
Page/Sec. No. VIII-2

3. Do the specifications require Construction Contractors to provide the following insurance requirements:
a. Performance bond not less than contract price and to remain in effect for one year beyond final acceptance? Yes No
Page/Sec. No. VIII-8

b. Labor and Materials Payment Bond not less than contract price and to remain in effect for one year beyond final acceptance? Yes No
Page/Sec. No. VIII-8

c. Property Insurance on the Builder's Risk Completed Value Form, with extended coverage, consistent with NY SOGS Article 19, Insurance requirements? Yes No
Page/Sec. No. VIII-10

d. Worker's Compensation Insurance in accordance with Worker's Compensation Laws of New York State? (Ref: NYS Finance Law, Section 142) Yes No
Page/Sec. No. VIII-9

e. General Comprehensive Liability Insurance for damages arising during the policy period? Has the latest Standard Insurance and Bid Bonds form been inserted? Yes No

- f. Owner's Protective Liability Insurance? Yes No
Page/Sec. No. VIII-9
- g. Pollution Liability insurance, if available? Yes No
Page/Sec. No. V-111-9
- h. Flood Insurance, as applicable, during construction? (delete if not needed) Yes No
Page/Sec. No. VIII-10
- i. Is the State named as "Insured" in policies? Yes No
VIII-10
4. Do the specifications require that the Work Progress Schedule be updated, revised if necessary, and submitted to the State or engineer on a regular basis minimum of monthly)? Yes No
Page/Sec. No. 07330-1
5. a. Is a local building permit required? Yes No
- b. Does work involve asbestos abatement? (If so, has standard variance been included in contract to allow simultaneous bid? Yes No
- b. Are other permits required? (i.e., DEC wetlands, Army Corps of Engineers, NYSDOT, Railroad) Yes No
If so, list: ACOE, NYSDOT, DEC - Pesticide Access Agreements
Page/Sec. No. _____
- c. Have they been obtained? Yes No
If not, when? (must receive before construction start) _____
- d. Are they described in specifications and explained who is responsible for obtaining the permit? (i.e., Department or contractor) Yes No
6. Do the specifications state that the Engineer's review of shop drawings is for design concept with the Contract Documents only? Yes No
Page/Sec. No. VIII-21
7. Do the specifications provide that the contractor must attend weekly project meetings with his superintendent and subcontractors or as requested by Department? Yes No

8. Change Order (extra work) Provisions:

V 111-27

Do the specifications provide for percentages not to exceed the following:

§ V 111-33

a. Contractor's combined overhead and profit on payroll costs (15%) 15 %

b. Contractor's combined overhead and profit on materials and equipment (10%) 10 %

c. If the work is done by a Subcontractor,

- Combined overhead and profit for subcontractor (10%) 10 %

- Contractor's combined overhead and profit percentage (5%) 5 %

Page/Sec. No. V 111-33

9. For an overrun and/or underrun exceeding \$30,000 or 5% or greater of the total contract price, whichever is less, and the variation in quantity for that particular item differs by more than 15% of the estimated quantity, are there provisions for renegotiation of the unit price?

Yes X No

Page/Sec. No. V 111-38 11, 2, 5, 1

J. Standard Specifications

1. Work Progress Schedules:

a. Do the specifications provide for Contractor's Work Progress Schedule utilizing CPM or Bar Graph Method? Yes X No
Type of Schedule CPM

Page/Sec. No. 01330-1

b. Are specified schedule requirements adequate for scope of contract (i.e., allows for restoration during summer months)? Expected contract start must be considered. Yes X No

K. Supplementary Specifications

1. Responsibility for coordination of multiple prime contracts has not been placed on the contractor.

Yes NA No

L. Technical Specifications (Project Specific)

- 1. a. Do the specifications clearly define the responsibility for providing temporary services (heat, light, power, water, telephone, etc.) during the construction period? Yes No
Under which contract? _____ Page/Sec. No. ✓ 111-12 / 1300-2
1100
- b. Are requirements reasonable? Yes No

Comments: _____

- 2. a. Is project layout responsibility adequately covered in the specifications? Yes No
Page/Sec. No. 1330
- b. Is responsibility for measurement of quantities covered in the specifications? Yes No
Page/Sec. No. 2200-7

Comments: _____

- 3. Do the specifications provide a clear definition of "site" and "contract work area?" Yes No
Page/Sec. No. _____

- 4. Is there provision for maintenance and protection of traffic during construction? (i.e., continuous maintenance of highways, street, utilities, temporary pavement, etc.) Yes No
Page/Sec. No. _____

- a. Is adequate safety equipment provided by the contractor for the State use during construction? Yes No

- b. Is adequate safety equipment provided for purchase by the Contractor for use by the Department for operation of the facility? (If applicable) Is the Contractor required in the specifications to provide respirators and safety equipment for Department employees on site? Yes No
Page/Sec. No. 1392-10

Comments: will supply respirator cannisters

5. a. Is disposal of all spoil and waste material (including water) within and outside the contaminated zone during construction adequately addressed? (i.e., acceptable disposal site, methods and procedures in accordance with applicable rules and regulations, etc.)
 Yes No
 Page/Sec. No. 1425
- b. 1) Will all work be done in a sequence that allows all contaminated material to be disposed of on-site?
 Yes No
 Page/Sec. No. _____
- 2) If no, and it is going to be hauled off-site, does the specification state that it must be done by a licensed hauler, properly manifested and taken to a licensed hazardous waste disposal facility?
 Yes No
 Page/Sec. No. 1300-3
6. Are methods and materials specified for demarcation of contaminated, transition and clean zones?
 Yes No
 Page/Sec. No. 1392-8
7. Do specifications require that a laboratory subcontracted by the contractor to perform contamination tests must be certified by NYSDOH?
 Yes No
 Page/Sec. No. 1425-1
8. Has the standard Health and Safety Plan been used?
 Yes No
 Page/Sec. No. Beiter 1392
9. Have the air monitoring requirements satisfied any comments by NYSDOH?
 Yes No
10. Are the provisions for the following items complete and satisfactory:
- a) Contingency Plan? Yes No
- b) Health and Safety Plan? Yes No
- c) Quality Assurance/Quality Control Plan? Yes No
- d) Safety Officer requirements? Yes No
- e) Does the Health and Safety Plan meet OSHA standards?
- PL 91-506, OSHA 1970 Yes No
 - 29 CFR 1910.120 and 1910.134 Yes No

- 29 CFR 1926 Yes No
 - ANSI Standard Z88.2-1980 Yes No
 - EPA Orders 1940.2 and 1660.3 Yes No
 - EPA Standard Operating Safety Guides (Jul. '88) Yes No
 - NIOSH/OSHAUSCGA/EPA "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities" (Oct. '85) Yes No
 - OSHA/NIOSH/ACGIH Exposure Guidelines Yes No
- f) Has it been approved by a certified Industrial Hygienist? Yes No 1392-2
11. Have proper equipment decontamination procedures been outlined? Yes No
Page/Sec. No. 1392-18
12. Does the Health and Safety Plan call for medical surveillance of any person working in transition and/or contaminated zone? Yes No
Page/Sec. No. 1392-6 sect I
13. Does the Health and Safety Plan address the responsibility of enforcement of safety rules on-site? Yes No
Page/Sec. No. 1392-3 2.6 (1)
14. Is the Contingency Plan delineating a procedure for handling of sudden discharge of unknown substance in a work area? Yes No
Page/Sec. No. 1392-22 (27)
15. a. Are provisions for Engineer's and/or Owner's project office (field trailer) reasonable? Yes No
Page/Sec. No. XII-1
- b. Do they include utilities (heat, light, power, water, telephone, cleaning services, etc.), and who is to provide them? Yes No
XII
- c. If the field trailer is to be shared by the OWNER/ENGINEER and Contractor, is there a locking door between offices? Yes No
16. a. Are provisions for a contract locker facility adequate? (Clean zone, transition, dirty zone) Yes No
- b. Does it contain proper safety equipment? (fire extinguishers, eye wash, SCBAs, first aid kit, etc.) Yes No

- c. Are utilities included (heat, light, power, water, cleaning services, etc.), and who is to provide them? Yes No
- 17. Are specifications for bedding, jointing and testing of pipe adequate? (If applicable) Yes No
- 18. a. Do the specifications define all sampling and testing methods and frequencies and who is responsible for them? (Fill out Attachment #1) Yes No
- b. Does it include an air monitoring program approved by the Division of Air and/or Department of Health? Yes No
- 19. Has erosion control been adequately addressed? Is an Erosion Control Plan necessary? Yes No
- 20. Are all areas to be topsoiled and seeded specifically delineated on the plans? Yes No
- 21. Has dust control been adequately addressed? Yes No
- 22. For State Highways, are NYSDOT Rules and Regulations incorporated either directly or by reference? Yes No
- 23. a. Do the specifications contain "sole source" equipment and/or material? Yes No
 If so, list: _____

 b. Have they been justified in writing and approved? Yes No
- 24. Are there any unusual design or field engineering requirements such as the requirement that the contractor hire a professional engineer? Yes No

Page/Sec. No. _____

M. Measurement for Payment

- 1) Are payment items adequately described in drawings and specifications? Yes No
- 2) Is the method of measurement clearly stated in the contract documents? Yes No
- 3) For an overrun and/or underrun from estimated quantities will the unit prices bid be used in computing payment? Yes No

Page/Sec. No. _____

N. Wage Rate and Associate Contract Requirements

Are the wage rates for this contract current and inserted into the contract?

Yes X No ~~X~~

Date of Expiration 6/30/99

File on eDOCs Yes No
Site Name DZUS
Site No. 152033
County Suffolk
Town WEST ISLIP
Foitable Yes No
File Name 1999-03-17, Bid materials
Scanned & eDOC _____