

APPENDIX H
SHOP SUBMITTALS – LANDFARM CELL

October 10, 1996

Ms. Ilene Herbold, Project Manager
S&W Services
One Remington Park Place
Cazenovia, New York 13035

Re: Shop Submittal No. 1A
GIC Sherburne Site
Landfarm Cell
S&W File No. 1587.26

Dear Ilene:

I have reviewed and approved Shop Submittal 1A, including the additional information provided by Nick Capozza related to the specifications referred to in the supplier's warranty. One copy of the approved submittal is attached to this letter for your files.

Very truly yours,

Diane K. Clark, D.E.
Senior Engineer, Site Remediation

DKC/ts

Attachment

cc: David Chiusano, NYSDEC (w/o attachment)

HERDKC02.wpd

One Remington Park Drive
Cazenovia, New York 13035
(315) 655-8161 Fax (315) 655-4180



IRA D. CONKLIN & SONS, INC.

92-94 STEWART AVENUE • P.O. BOX 7457 • NEWBURGH, N.Y. 12550
TELEPHONE (914) 561-1512 • FAX (914) 561-1798

851 VAN RENSSELAER ST., SYRACUSE, NY 13202
Telephone: (315)473-4327

SUBMITTAL 1A

FAX TRANSMITTAL COVER SHEET

FAX # (914)561-1798 - Newburgh, NY

FAX # (315)473-5264 - Syracuse, NY

TO:

COMPANY: Sterns & Wheeler Services, Inc. FAX# 655-4180

PLEASE DELIVER TO: Ms. Ilene Herbold

OF PAGES (including cover sheet) 4 DATE 10/1/96 TIME:

FROM:

PERSON TRANSMITTING: Don Fletcher - Regional Manager - Syracuse, New York Division

SUBJECT: Certificate of Compliance

MESSAGE: Ilene, following is certificate of compliance from Reef Industries, Inc. for the
Sherburne, NY project.

If you have any questions, just let me know.

Thank you.



Reef Industries, Inc.
Since 1957

AUTOMATIC
CANNULIN
BAGGER GUN
THERM. PUMP
PULVERIZER
M-S-100K
ELECTRO-VALVE
PULVERIZER

26 September 1996

IRA D. CONKLIN & SONS, INC.
851 VAN RENSSELAER ST.
SYRACUSE NY ZIP: 13202

CERTIFICATE OF COMPLIANCE

Material: Griffelyn TX1200
Sales Order No: 22629
Your Purchase Order No: 62482

The material provided for this order meets or exceeds all Reef Industries manufacturing and Quality Assurance Specifications. Enclosed is a copy of the warranty for the material.

Dennis Olheiser
Technical Director

Encl:
Warranty

Reef Industries, Inc. 10000 Van Rensselaer St. Syracuse, NY 13202
U.S.A. Tel: (315) 487-1200 • Fax: (315) 487-1201
Tel: (315) 487-1200 • Fax: (315) 487-1201

REEF INDUSTRIES LINER WARRANTY

Reef Industries, Inc. (Reef) warrants that the purchaser must be satisfied with the Reef liner he has purchased and that the liner shall be free from defects in material and workmanship at the time of the sale or Reef will replace the liner or refund the purchase price at the purchaser's option, if purchaser notifies Reef of the defect prior to installation of the liner and within six (6) months of purchase. Reef disclaims all implied warranties, including any implied warranty of merchantability, and because Reef has no control over the actual end use or conditions of use, Reef disclaims any implied warranty of fitness for a particular purpose.

Reef shall under no circumstances be responsible for incidental or consequential damages resulting from the sale or use of Reef products.

CERTIFICATE OF EXEMPTION

The Hazard Communication Act as defined in 29 CFR 1910. 1200 states that manufacturers are required to supply Material Safety Data Sheets (MSDS's) for the products when they are shipped. Items that do not apply to this regulation are those classified as "Articles".

The materials provided to your company are classified as "Articles" and as such, do not require MSDS's.

Should additional information be required, please contact your sales representative.

TERMS AND CONDITIONS OF SALES

1. The terms and conditions herein contained constitute the entire contract between the parties hereto and no amendment, modification, omission, alteration, or any other deviation from the terms hereon contained will become binding on the seller without seller's prior written consent.
2. Consular fees for legalizing invoices, stamping bills of lading, or other documents required by the laws of any country or destination are not included in quotations or selling prices. Purchaser shall assume all responsibility for such charges and/or documentation.
3. Seller shall not be liable for any breach of this contract by an act of God, civil insurrection or disobedience, pestilence, war, acts of third parties not under direct control of the seller. Seller assumes no liability for damage arising out of failure to deliver goods as promised.
4. Any and all disputes arising hereunder shall be governed by the laws of the State of Texas.

REEF INDUSTRIES LIMITED WARRANTY

Reef Industries, Inc. warrants that the product will be free from defects in workmanship, and shall conform to the specifications contained herein, if any, for one year from date of shipment. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND NOT TRANSFERABLE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT APPLY TO REEF PRODUCTS DESIGNATED "SUBSTANDARD". SUCH "SUBSTANDARD" PRODUCTS ARE SOLD AS IS WHERE IS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

Reef Industries, Inc. will repair or replace, at Reef's option, any Reef product defective in workmanship or material, if written notice of claim is made to Reef within one year from date of shipment. In the event Reef replaces the product with a new similar product, buyer agrees to pay Reef an amount equal to the purchase price paid by buyer hereunder multiplied by a fraction (X) the numerator of which is the number of calendar days from the date of shipment until buyer notified Reef of a defect claim, and (Y) the denominator of which is 365. It is agreed that such replacement or repair is the exclusive remedy available from Reef should any of Reef's products prove defective. Reef shall under no circumstances be responsible or liable for incidental or consequential damages resulting from the sale or use of Reef's products.



ARMOR-GUARD®
GRIFFOLYN®
DENNIS GUARD®
TERRA TAPE®
PERMALON®
N-SI-PR®
TRANSDUR® 4000
ROVAL A-SUR®

7 October 1996

S&W Services
1 Remington Park Dr.
ATTN: Mr. Nicholas Capozza
Casenovia, NY 13035

RE: IRA D. CONKLIN & SONS, INC.
851 VAN RENSSÉLAER ST.
SYRACUSE NY ZIP: 13202

CERTIFICATE OF COMPLIANCE

Material:	Griffolyn TX1200 Black
Sales Order No:	22629
Your Purchase Order No:	62482
Invoice #:	485995

The material provided for this order meets or exceeds all Reef Industries manufacturing and Quality Assurance Specifications as outlined on the enclosed specification sheet.


Dennis Olheiser
Technical Director

Encl:
Griffolyn TX1200 Specifications



ARMORON®
GRIFFOLYN®
HANGER GUARD®
TERRA TAPE®
PULVULON®
N-SIL-PIG®
TRANSGUARD® 4000
ROLL-A-SURF®

Material - TX1200

<u>Property</u>	<u>ASTM</u>	<u>Value</u>
Standard Weight	D-2103	34 lbs/1000 ft ²
3" Tensile strength @ break -MD	D-882 mod	60 lbf 3000 psi
-TD		60 lbf 3000 psi
3" Elongation @ break -MD	D-882 mod.	650%
-TD		650%
Tongue Tear -MD	D-2261	9.0 lbf
-TD		9.0 lbf
PPT resistance - MD	D-2582	23 lbf
- TD		23 lbf
Dart Impact strength	D-1709	900 grams
Cold Impact strenght	D-1709 mod.	-40 °F
Hot Air Shrink (170°F)	D-1204	<2.0% Total area

September 24, 1996

Ms. Ilene Herbold, Project Manager
S&W Services
One Remington Park Place
Cazenovia, New York 13035

Re: Review of Shop Submittal No. 1
GIC Sherburne Landfarm Cell
S&W File No. 1587.26

Dear Ilene:

Stearns & Wheler has reviewed the two copies of Shop Submittal No. 1 provided by Ira D. Conklin & Sons (IDC). From the information included in the submittal, the material IDC plans on using for the reinforced polyethylene cover material is as specified in Part 2 of Specification 02407. However, the submittal has been stamped "Revise and Resubmit" because the following items were not included with this submittal:

- » Copies of manufacturers quality control certificates for each roll or panel, in accordance with Specification Section 02407, Part 1.03A.
- » Reports of tests conducted to verify conformance with quality control testing requirements (Specification Section 02407, Part 1.03B).
- » Copy of supplier's warranty (Specification Section 02407, Part 1.03C).

I understand the contractor will be providing the required information soon. As the material and supplier are identical to that specified, we expect to be able to review the revised submittal in a timely manner and not delay the project. Should you have any questions, please call.

Very truly yours,

Diane K. Clark, D.E.
Senior Engineer, Site Remediation

DKC/ts
Attachment

cc: David Chiusano, NYSDEC - Albany

HERDKC01.wpd

One Remington Park Drive
Cazenovia, New York 13035
(315) 655-8161 Fax (315) 655-4180

Stearns & Wheler, LLC

MEMORANDUM

TO: I.M.Herbold
T.L.Hineline, File 1587.3

FROM: D.K.Clark

DATE: September 23, 1996

RE: Contractor's Submittal
Landfarm Cell Cover Material

The submittal provided by Don Fletcher of Ira D. Conklin included only catalog-cut type information on the material specified for the landfarm cell cover material. My review of the material indicated that the Griffolyn TX-1200 is exactly the material we specified. However, the major items to be covered in the submittal were not included. The following items were not included:

- Copies of manufacturers quality control certificates for each roll or panel of reinforced polyethylene cover in accordance with Specification Section 02407, Part 1.03 A.
- Copy of supplier's warranty. (Specification Section 0247, Part 1.03 C.)

From the submittal it appeared that the tests conducted to verify conformance with the quality control testing requirements is correct.

Stearns & Wheler does not want to delay the project, however, we feel the QC and warranty information is important to obtain before the material arrives on site. Please let me know if Don Fletcher is able to obtain the information in a timely fashion from his supplier, and still keep the project on schedule.

Stearns & Wheler, LLC

MEMORANDUM

TO: I.M. Herbold, S&W Services, Inc.

FROM: D.K. Clark

DATE: September 13, 1996

RE: Contractor's Work Plan for GIC Sherburne Landfarm Cell Construction Project

CC: T.L. Hineline, Stearns & Wheler File 1587.5
D. Chiusano, via Fax

David Chiusano of the NYSDEC and I have finished reviewing the Work Plan prepared for the landfarm cell construction project at the GIC Sherburne site. We are in agreement that a few items need clarification before the contractor begins construction on Monday. The following summarizes the discussion between Stearns & Wheler and the NYSDEC on Friday, September 13, 1996.

At this time more detail on three items should be provided by the contractor. First, the schedule, as presented now, appears to say the corrugated piping will be installed before the contaminated soil is removed. As the piping is supposed to be installed from approximately 3 feet below grade to 6.5 feet below grade how this will be done within the sequence provided is unclear. Some clarification on the sequence of excavation in the area of the contaminated soil and details as to how the piping will be installed should be included (for example, will use of a trench box be required). This should, then, assist both the S&W Services field rep and the NYSDEC field rep in assessing if the project is progressing as designed.

The second issue needing clarification relates to the Contractor's plans for draining free liquids from the contaminated soil. This has been a concern of the NYSDEC since the first design submittal. As the Department has allowed us to construct the cell without a liner with the stipulation that any contaminated soil placed in the cell be absent of free-draining liquids, we should be careful to provide them information as to how this will be accomplished. The addendum provided by Don Fletcher just states, "If stockpiling of contaminated soil is needed, it will be placed on poly, have boom containing free liquids and liquids will be pumped into 17H drums." More detail on how the poly will be pitched, how free liquids will be collected, and the type of poly would be helpful. In addition, clarification on the how the boom will remove the liquids would be helpful. Is this to be used as part of the soil staging, or does this refer to the contract requirements for a boom to be placed in the excavation for recovery of free-phase petroleum which may be encountered during the excavation?

Finally, as Stearns & Wheler was reluctant to dictate the “means and methods” by which the contractor would create a decon pad and do the decon in the field, it was decided to allow the contractor the flexibility of doing it his own way and include the requirements that he include decontamination procedures in the Work Plan. More details should be provided concerning the means and methods decon will be performed.

One specific comment pertaining to the wording in the Work Plan is that all waste waters will be drummed on site and staged per Stearns & Wheler directions. However, the drummed liquids are to be moved to the Kenyon Press property and staged there. This should be clarified. The information was faxed to Dick Brazell yesterday for the Emergency Permit. He will be contacted today to verify the permit will be signed by Monday.

Finally, the contract documents required that the Work Plan include planned waste disposal methods for both hazardous and non-hazardous waste materials generated during construction. If the contractor is not handling this issue it should be noted.

After consulting with the contractor please advise Dave Chiusano and myself if this matter can be resolved prior to Monday, September 16. Although it is not our intention to delay the start of the project, we feel that these matters should be resolved prior to construction so that the field people can provide appropriate construction oversight.



S&W Services, Inc.

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FACSIMILE MESSAGE TRANSMITTAL FORM

DATE: 13-Sep-96

FAX #: (518) 457-7743

We are sending you 3 pages (including this one).

Please deliver the following pages to:

NAME: Mr. David Chiusano
NYSDEC

DEPARTMENT: Div. of Environmental Remediation

FROM: Ilene Herbold, Project Manager

JOB #:

RE: GIC Sherburne

COMMENTS:

Contractor's work plan comment reply. Please call early on Monday.

One Remington Park Drive
Cazenovia, New York 13035
Phone: (315) 655 - 4953
Fax: (315) 655 - 2285

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL US AS SOON AS POSSIBLE. THANK YOU.

cc'ed to DRC, LLC



IRA D. CONKLIN & SONS, INC.

92-94 STEWART AVENUE • P.O. BOX 7457 • NEWBURGH, N.Y. 12550
TELEPHONE (914) 561-1512 • FAX (914) 561-1798

851 Van Rensselaer St.
Syracuse, New York 13202
Phone: (315)473-4357 Fax: (315)473-5264

September 13, 1996

Ms. Ilene Herbold
Stems & Wheeler Services, Inc.
One Remington Park Drive
Cazenovia, New York 13035

FAX: 655-4180

Subj: Reply to memo from D.K. Clark dated September 13, 1996

Dear Ilene:

As requested, I am addressing the memo from D. K. Clark dated September 13, 1996.

ITEM 1:

Piping will be pre-assembled and lowered into the excavated area. If entry into the excavated area is required, the area will be sloped in accordance with OSHA 29CFR 1926.652 requirements.

ITEM 2:

Decon pad will be constructed with 2x4s, poly, and sorbent boom. Location, size, and pitch will be decided at the time it is constructed (if needed) to the needs of the project.

ITEM 3:

Drums of waste water will be pumped utilizing a sandpiper pump or vacuum truck and transported to the treatment area as soon as we are issued an emergency transportation permit.

ITEM 4:

Decon will take place in the existing decon pad if one is constructed as in item #2 or one will be constructed to meet the needs for our equipment at the end of our project.



IRA D. CONKLIN & SONS, INC.

92-94 STEWART AVENUE • P.O. BOX 7457 • NEWBURGH, N.Y. 12550
TELEPHONE (914) 561-1512 • FAX (914) 561-1798

Ms. Ilene Herbold
Sterns & Wheeler Services, Inc.
Subj: Reply to memo from D.K. Clark dated September 13, 1996
page 2

ITEM 5:

Decon procedures are enclosed in our Health and Safety Plan.

IDC thanks you for the opportunity to provide you with an explanation and for the opportunity to be of service. If you have any questions, please feel free to give me a call.

Sincerely,
IRA D. CONKLIN & SONS, INC. (IDC)

Donald Fletcher
Regional Manager
DF/s



S&W Services, Inc.

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FACSIMILE MESSAGE TRANSMITTAL FORM

DATE: 15-Sep-96

FAX #: (518) 457-7743

We are sending you 2 pages (including this one).

Please deliver the following pages to:

NAME: Mr. David Chiusano
NYSDEC

DEPARTMENT: Div. of Environmental Remediation

FROM: Ilene Herbold, Project Manager

JOB #: _____

RE: General Instrument Sherburne, Landfarm Cell Construction

COMMENTS:

One Remington Park Drive
Cazenovia, New York 13035
Phone: (315) 655 - 4953
Fax: (315) 655 - 2285

☛ YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL US AS SOON AS POSSIBLE. THANK YOU.

S&W SERVICES

MEMORANDUM

TO: David Chiusano, NYSDEC
FROM: Ilene Herbold
DATE: September 15, 1996

RE: General Instrument - Sherburne

The following are some brief clarifications of Ira D. Conklin's response (dated 9/13/96) to DEC and Stearns & Wheeler, LLC comments on their work plan (dated 9/10/96) and work plan addendum (dated 9/11/96).

- (1) As you and I discussed, any containment area needed for staging and draining of contaminated soil and for decontamination will be lined with 2 layers of 6-mil polyethylene sheeting. Soil will be moving on and off this sheeting at frequent intervals allowing for inspection of the integrity of the sheeting.
- (2) I faxed the appropriate pages of Ira D. Conklin's HASP discussing decontamination procedures to you. Please let me know if you did not receive this information.
- (3) As discussed during the preconstruction meeting, General Instrument requested that free product, used sorbent booms and pads, and PPE generated during construction will be drummed and staged on site for later disposal. Ira D. Conklin will not be responsible for this disposal. As required by the contract documents, drummed waste water will be transported to and treated in the groundwater treatment system at the Kenyon Press facility.

Please call me with any additional comments or questions you may have.

cc: Diane Clark, Stearns & Wheeler, LLC

