Department of Environmental Conservation

Division of Hazardous Waste Remediation

Record of Decision

Pelican Manufacturing Site
City of Jamestown, Chautauqua County
Site Number 9-07-010

March 1995

New York State Department of Environmental Conservation
GEORGE PATAKI, *Governor* MICHAEL ZAGATA, *Commissioner*

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DECLARATION STATEMENT - RECORD OF DECISION

Pelican Manufacturing Inactive Hazardous Waste Site
City of Jamestown, Chautauqua County, New York
Site No. 9-07-010
Funding Source: 1986 Environmental Quality Bond Act

Statement of Purpose and Basis

This Record of Decision presents the selected remedial action for the Pelican Manufacturing Inactive Hazardous Waste Disposal Site which was chosen in accordance with the New York State Environmental Conservation Law (ECL). The remedial program selected is not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan of March 8, 1990 (40 CFR 300).

This decision is based upon the Administrative Record of the New York State Department of Environmental Conservation (NYSDEC) for the Pelican Manufacturing Inactive Hazardous Waste Site and upon public input to the Proposed Remedial Action Plan (PRAP) presented by the NYSDEC. A bibliography of the documents included as a part of the Administrative Record is included in Appendix B.

Assessment of the Site

Actual or threatened release of hazardous waste constituents from this site, if not addressed by implementing the response action selected in this Record of Decision, may present a current or potential threat to public health and the environment.

Description of Selected Remedy

Based upon the results of the Remedial Investigation/Feasibility Study (RI/FS) for the site and the criteria identified for the evaluation of alternatives, the NYSDEC has selected a remedy to treat contaminated soils both outside and under the building using in-situ soil vapor extraction (SVE) as described later in this document. Groundwater will be collected and treated at the same time. The remedy will also include the removal and off-site disposal of contaminated sediments from floor drains and a septic tank.

The major elements of the selected remedy include:

1. A remedial design program to verify the components of the conceptual design and provide the details necessary for the construction, operation and maintenance, and monitoring of the remedial program. Uncertainties identified during the RI/FS will be resolved.

2. A soil vapor extraction (SVE) system to remove volatile organic contaminants sorbed onto soil under the building and to the north and west of the building.

3. A groundwater extraction system consisting of a series of recovery wells operated in conjunction with the SVE system.

4. Groundwater treatment to remove contaminants prior to release of the treated water to surface water. Subject to further analysis during design, water will be treated by air stripping. If needed, the vapors from the treatment process will be treated along with those from the SVE process.

5. Removal and off-site disposal of contaminated sediments in the floor drains beneath the building and in the septic tank.

6. Monitoring to determine the effectiveness of the remedy including soil and groundwater sampling along with verification sampling as needed.

New York State Department of Health Acceptance

The New York State Department of Health concurs with the remedial action selected for this site as being protective of human health.

Declaration

The selected remedy is protective of human health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable, and is cost effective. This remedy utilizes permanent solutions and alternative treatment or resource recovery technologies, to the maximum extent practicable, and satisfies the preference for remedies that employ treatment that reduces toxicity, mobility, or volume as a principal element.

3/22/95
Date

Michael J. O'Toole, Jr., P.E.
Director, Division of Hazardous Waste Remediation
New York State Department of Environmental Conservation

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Glossary of Acronyms

CERCLA:	Comprehensive Environmental Response, Compensation and Liability Act
DCA:	Dichloroethane
DCE:	Dichloroethene
ECL:	Environmental Conservation Law
FWIA:	Fish and Wildlife Impact Analysis
NA:	Not Available
NCP:	National Contingency Plan
ND:	Not Detected
NYCRR:	N.Y. Codes, Rules, and Regulations
NYSDEC:	N.Y. State Department of Environmental Conservation
NYSDOH:	N.Y. State Department of Health
O&M:	Operation and Maintenance
PCE:	Tetrachloroethene
ppb:	parts per billion
ppm:	parts per million
PRAP:	Proposed Remedial Action Plan
RI/FS:	Remedial Investigation and Feasibility Study
ROD:	Record of Decision
SCG:	Standards, Criteria, and Guidance
SPDES:	State Pollution Discharge Elimination System
TCA:	Trichloroethane
TCE:	Trichloroethene
TWA	Time-Weighted Average
VC:	Vinyl Chloride
VOC:	Volatile Organic Compound

Notice

The mention of any trade names or commercial products in this document does not constitute any endorsement or recommendation for use by the New York State Department of Environmental Conservation.

RECORD OF DECISION
PELICAN MANUFACTURING SITE
SITE ID NO. 9-07-010

1.0 INTRODUCTION

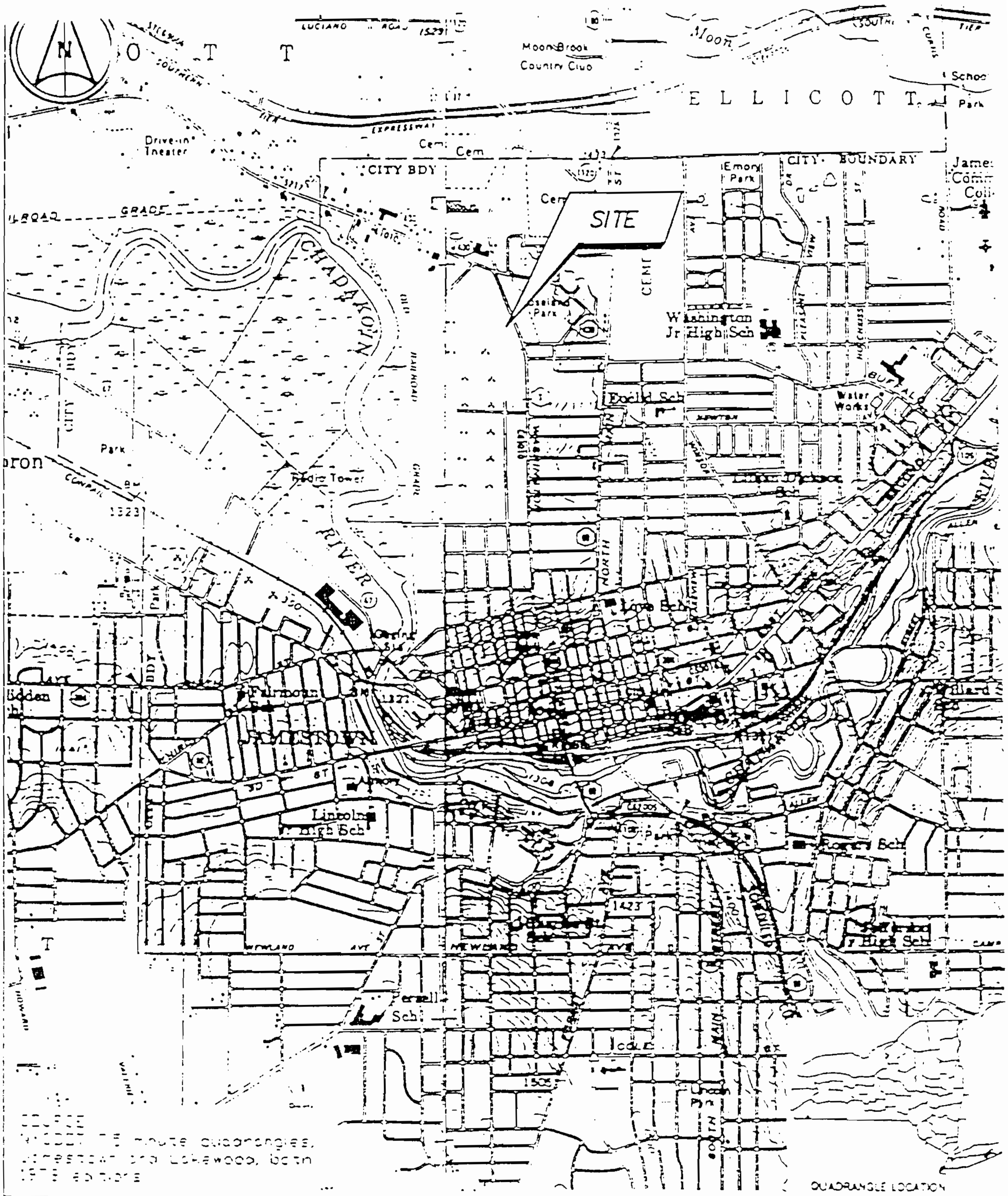
The New York State Department of Environmental Conservation (NYSDEC), in consultation with the New York State Department of Health (NYSDOH), has selected a remedial program for the Pelican Manufacturing inactive hazardous waste site. The soils both outside and under the building will be treated in-place using a technique called soil vapor extraction (SVE) as described later in this document. Groundwater will be collected and treated at the same time. The remedy will also include the removal and off-site disposal of contaminated sediments from floor drains and a septic tank.

This remedy has been selected to address the threats to human health and the environment posed by spills of degreasing solvents (primarily trichloroethene and its degradation products) into the soils and groundwater at the site. This Record of Decision (ROD) identifies the selected remedy, summarizes the other alternatives considered, and discusses the rationale for this selection.

SECTION 2: SITE LOCATION AND DESCRIPTION

The Pelican Manufacturing Site (Site) is located on the west side of Washington Street, northwest of the intersection of Washington Street and 23rd Street in the City of Jamestown, Chautauqua County, New York (see Figure 1). The Site consists of approximately 1.3 acres of land including a 10,000 $\pm$ square foot building that has been used for various commercial and manufacturing activities for at least the past 50 years (see Figure 2). The site is bordered by other commercial or light manufacturing businesses. A portion of the former Jamestown City Landfill (now Chadakoin Park) borders the Site to the west. The Chadakoin River is approximately 2000 feet to the west of the Site. A public park (Roseland) lies to the east of the Site.

The site is generally flat, sloping gradually to the west and eventually dropping off the edge of a layer of fill into a north-south drainageway. The site is underlain by a 1.5 to 9.5 foot thick layer of fill consisting of rubble, brick, and cinders in a clayey silt matrix. Under the fill is a one to five foot thick layer of organic muck. Below these layers are deposits of sand, gravel, silt and clay, and till occurring in irregular layers. Groundwater levels are typically three to seven feet below ground surface. Groundwater flow is to the west-southwest towards the north-south drainageway. The confining nature of the silt/clay/muck beneath the fill results in artesian conditions in the groundwater starting at about 20 - 25 feet below ground surface (bgs) on the west side and 40 feet bgs on the east side (ground elevation dips from east to west across the site). This tendency for groundwater to flow upward prevents contaminants from migrating deeper into the aquifer.



SOURCE
NYSDOT 7.5 minute quadrangles, Jamestown and Lakewood, both 1978 editions

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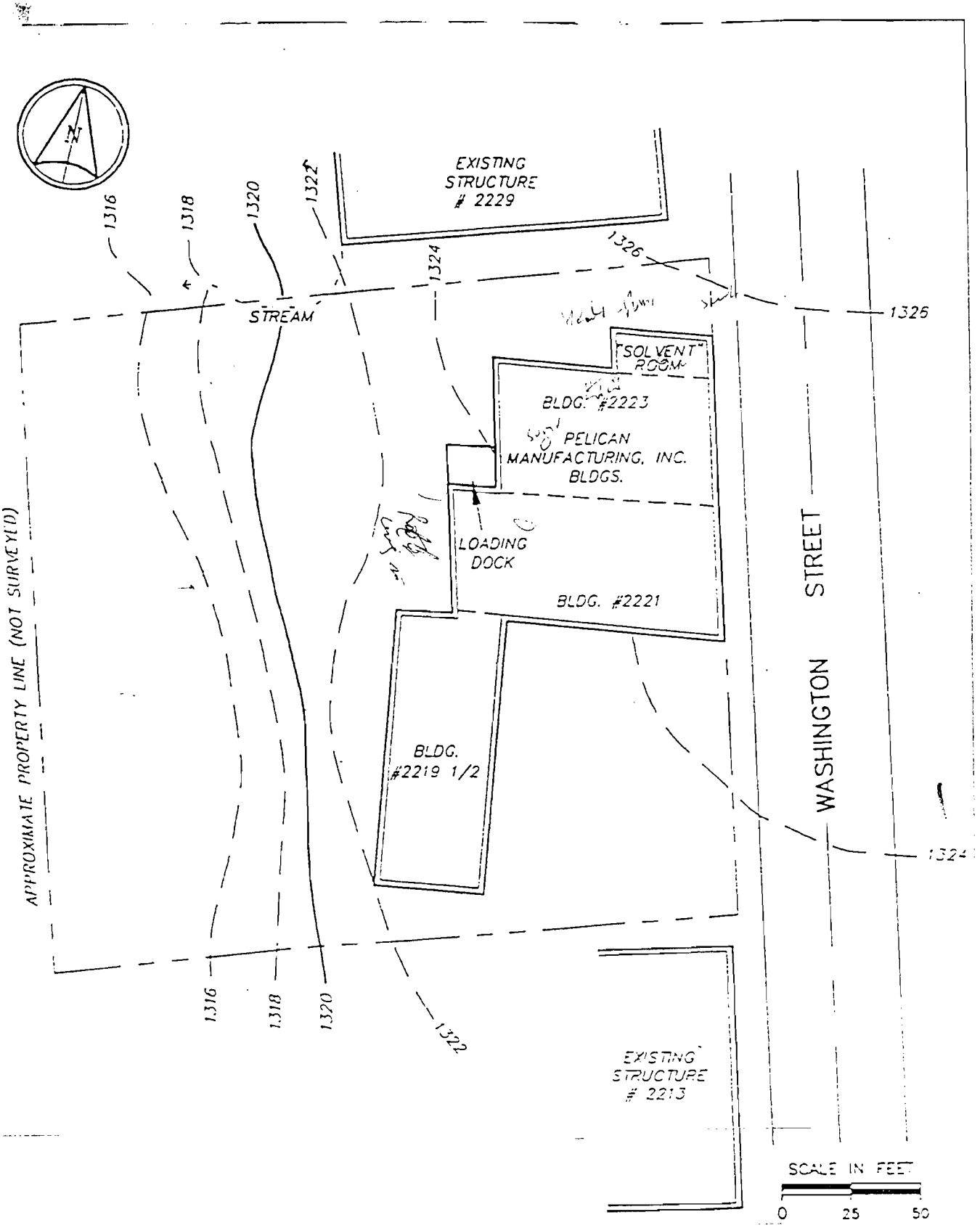
SITE LOCATION MAP
PELICAN MANUFACTURING, INC.
CITY OF JAMESTOWN CHAUTAUQUA COUNTY, NY

PROJECT No. 35120.700	DATE 7/94	DWG. No. 35120-01	SCALE 1"=2000'

FIGURE 1



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SITE MAP

PELICAN MANUFACTURING, INC. SITE

City of Jamestown Chautauqua Co NY

PROJECT No. 35120.700	DATE 7/28/94	DWG. No. 2A9421	SCALE 1"=50'	

FIGURE 2

The Jamestown City Landfill is on the New York State Registry of Inactive Hazardous Waste Sites as a Class 3 site (a site that does not pose a significant threat to public health or the environment - action may be deferred).

SECTION 3: SITE HISTORY

3.1: Operational/Disposal History

In the mid-1940s, the Site was operated as an automobile repair shop. From the late 1940s to the late 1960s, the Site was operated as the Coverall Service and Supply Co. Throughout the 1970s and early 1980s, the Site was operated as a metal fabricating and finishing business, first by A.M.S. Co., (1971-1979) and then by Pelican Manufacturing Inc. Pelican reportedly ceased operations at the facility in 1987. In 1993, the City of Jamestown foreclosed on the property for non-payment of taxes.

Building No. 2223 at the Site contains a large central section with a smaller room (the "solvent room") located along the northernmost end and two offices located along the east side. This building was reportedly used by Pelican for the storage and use of solvents to degrease or clean metal parts prior to their painting and fabrication. Building No. 2221 also consists of a large central section with offices and a lavatory along the east side. Indications are that spills and disposal of the degreasing solvents in and around the building have resulted in the contamination of the site.

Record searches indicate that waste paint, solvent, degreaser sludge, and other wastes from the Site were disposed of at the former Jamestown City Landfill.

3.2: Previous Investigations:

During an investigation in response to allegations of improper disposal of degreasing solvents on the property in 1983-84, the DEC identified the presence of the solvent trichlorothene (TCE) in the soil west of the loading dock. In 1984, the Site owner obtained soil and water samples collected from various locations on and adjacent to the Site finding elevated levels of TCE and other chlorinated solvents. In accordance with a legal agreement with the DEC, Pelican completed additional investigations in 1987. This, and additional sampling by the DEC in 1988, confirmed the presence of solvents in soil, surface water, and groundwater on and adjacent to the site.

3.3: Enforcement Status:

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

The Potential Responsible Party (PRP) for the site includes: Pelican Manufacturing, Inc.

The PRP failed to carry out the RI/FS at the site when requested by the NYSDEC. After the remedy is selected, the PRP will again be asked to assume responsibility for the remedial program. If an agreement cannot be reached with the PRP, the NYSDEC will move ahead to implement the remedy under the State Superfund. The PRP is subject to legal actions by the State for recovery of all response costs the State has or will incur.

On March 30, 1987 a Consent Order was executed between the PRP and NYSDEC. As required by the Consent Order, the PRP carried out an initial investigation to determine if contamination was present at the site.

SECTION 4: CURRENT STATUS

In response to a determination that the presence of hazardous waste at the Site presents a significant threat to human health and the environment, the NYSDEC has recently completed a Remedial Investigation/Feasibility Study (RI/FS).

4.1: Summary of the Remedial Investigation

The purpose of the RI was to define the nature and extent of any contamination resulting from previous activities at the site.

The RI was completed in two phases. The first phase was completed between June 1992 and October 1992. The second phase was carried out between July 1993 and March 1994. A report entitled "Final RI/FS Report; Pelican Manufacturing, Inc. Site", dated December 1994, has been prepared describing the field activities and findings of the RI in detail. The RI activities consisted of the following:

- Site reconnaissance & records search.
- Aerial photo interpretations.
- Soil gas survey to generally define the areas of soil and groundwater contamination.
- Installation of soil borings and monitoring wells for the analysis of soils and groundwater and also determining the physical properties of soil and hydrogeologic conditions.
- Soil Vapor Extraction pilot test to determine the applicability and likely effectiveness of this remedial technology.
- Aquifer (hydraulic conductivity) testing.
- Environmental sampling and analysis of groundwater, soil, and sediment.
- Data validation.
- Fish and wildlife impact analysis.
- Health risk assessment.

To determine which media (soil, groundwater, etc.) are contaminated at levels of concern, the analytical data obtained from the RI were compared to environmental Standards, Criteria, and

Guidance (SCGs, defined in Section 8.0 below). Groundwater, drinking water and surface water SCGs identified for this site were based on NYSDEC Ambient Water Quality Standards and Guidance Values. For the evaluation and interpretation of soil and sediment analytical results, NYSDEC soil cleanup guidelines for the protection of groundwater, background conditions, and risk-based remediation criteria were used to develop remediation goals.

Based upon the results of the remedial investigation in comparison to the SCGs and potential public health and environmental exposure rates, certain areas and media of the site require remediation. These are summarized below. Complete information can be found in the RI Report.

Chemical concentrations are reported in parts per billion (ppb), and parts per million (ppm). For comparison purposes, SCGs are given for each medium.

4.2: Nature of Contamination:

As described in the RI report, numerous soil, groundwater, and sediment samples were collected at the Site to characterize the nature and extent of contamination. The primary contaminants of concern include the volatile organic compounds trichloroethene (TCE), 1,1,1-trichloroethane (TCA), 2-dichloroethene (DCE), vinyl chloride, toluene, tetrachloroethene (PCE), and carbon tetrachloride.

Section 5.1 below describes the types of human exposures that may present added health risks to persons at or around the site. A more detailed discussion of the health risks can be found in Section 2.12 of the RI Report.

4.3: Extent of Contamination:

Table 1 summarizes the extent of contamination of the contaminants of concern in soil, groundwater, and sediments and compares the data with the proposed cleanup goals for the Site.

Surface Soils

Due to their volatility, the concentration and extent of contamination in surface soils around the outside of the building is not great. The predominant contaminant is TCE which was found in concentrations up to 9,800 ppb. The highest concentration of TCE was found adjacent to the loading dock area. The volume of surface soils above cleanup goals is estimated to be approximately 300 cubic yards. A class of compounds called Polycyclic Aromatic Hydrocarbons (PAHs) were found in surface soils in the northwest corner of the site. Although these compounds are not believed to be associated with the disposal of hazardous waste at the site, they are present at concentrations that exceed typical cleanup goals. Plans for the future use of the site should take the presence of these compounds into consideration.

Table 1: Representative Contaminants - Pelican Manufacturing Site (9-07-010)

		Surface Soils			
				Cleanup	Freq. of
Chemical	Concentration Range, ppb		Average (ppb)	Goal (ppb)	Exceed.
	Minimum	Maximum			
Trichloroethene	3	9800	943	700	3/15
1,2-Dichloroethene	5	140	47	300	0/6
1,1,1-Trichloroethane	ND	1400	120	800	1/14
Toluene	3	190	27	1500	0/9
Tetrachloroethene	4	21	10	1400	0/10
		Subsurface Soils			
				Cleanup	Freq. of
Chemical	Concentration Range, ppb		Average (ppb)	Goal (ppb)	Exceed.
	Minimum	Maximum			
Trichloroethene	ND	490000	20200	700	5/18
1,2-Dichloroethene	5	3600	740	300	6/17
Toluene	4	2300	360	1500	2/13
Tetrachloroethene	3	4900	960	1400	3/9
		Drainline Sediments			
				Cleanup	Freq. of
Chemical	Concentration Range, ppb		Average (ppb)	Goal (ppb)	Exceed.
	Minimum	Maximum			
Trichloroethene	ND	5800000	1290000	700	3/9
1,2-Dichloroethene	ND	110000	24450	300	2/9
Toluene	ND	3700000	800000	1500	6/9
Tetrachloroethene	ND	160000	32000	1400	2/9
1,1,1-Trichloroethane	ND	68000000	8700000	800	3/9
Carbon Tetrachloride	ND	53000	7900	600	2/9
		Subfloor Soils			
				Cleanup	Freq. of
Chemical	Concentration Range, ppb		Average (ppb)	Goal (ppb)	Exceed.
	Minimum	Maximum			
Trichloroethene	ND	64000	11600	700	6/9
1,2-Dichloroethene	ND	4000	750	300	2/9
Toluene	ND	880	125	1500	0/9
Tetrachloroethene	ND	1100	225	1400	0/9
1,1,1-Trichloroethane	ND	5600	715	800	1/9
		Ditch Sediments			
				Cleanup	Freq. of
Chemical	Concentration Range, ppb		Average (ppb)	Goal (ppb)	Exceed.
	Minimum	Maximum			
Toluene	ND	85	29	191	1/4
1,2-Dichloroethene	ND	940	235	NA	NA
Zinc	225	5770	1640	120	4/4
		Groundwater			
				Cleanup	Freq. of
Chemical	Concentration Range, ppb		Average (ppb)	Goal (ppb)	Exceed.
	Minimum	Maximum			
Trichloroethene	ND	6600	740	5	7/13
1,2-Dichloroethene	ND	43000	8000	5	9/13
Vinyl Chloride	ND	11000	1400	2	8/13
Toluene	ND	4900	630	5	4/13
1,1,1-Trichloroethane	ND	78	17	5	3/13

Subsurface Soils

The predominant subsurface contaminants are TCE, 1,2-DCE, and PCE. The area of contamination is shown in Figure 3. Figure 3 also shows the location of "hot spot" areas around the site. The volume of subsurface soils that exceeds the cleanup goals is estimated to be 6,700 cubic yards. This includes 650 cubic yards underneath the building. The remainder is contaminated soil below the water table. The total volume of contaminated soils at the site is therefore approximately 7,000 cubic yards. Other contaminants found in soils but not considered to present significant threats include xylene, 2-butanone, ethylbenzene, and pesticides.

Drainline Sediments

Drainlines under the building and in the septic tank were found to contain the highest concentrations of contaminants. This includes 1,1,1-TCA up to nearly 7 percent and TCE up to nearly 0.6 percent. Other contaminants found but not considered to present a significant threat include xylene, PCBs, and pesticides. The estimated volume of sediments in the drains and septic tank above the cleanup goals is 3 cubic yards.

Ditch Water/Sediments

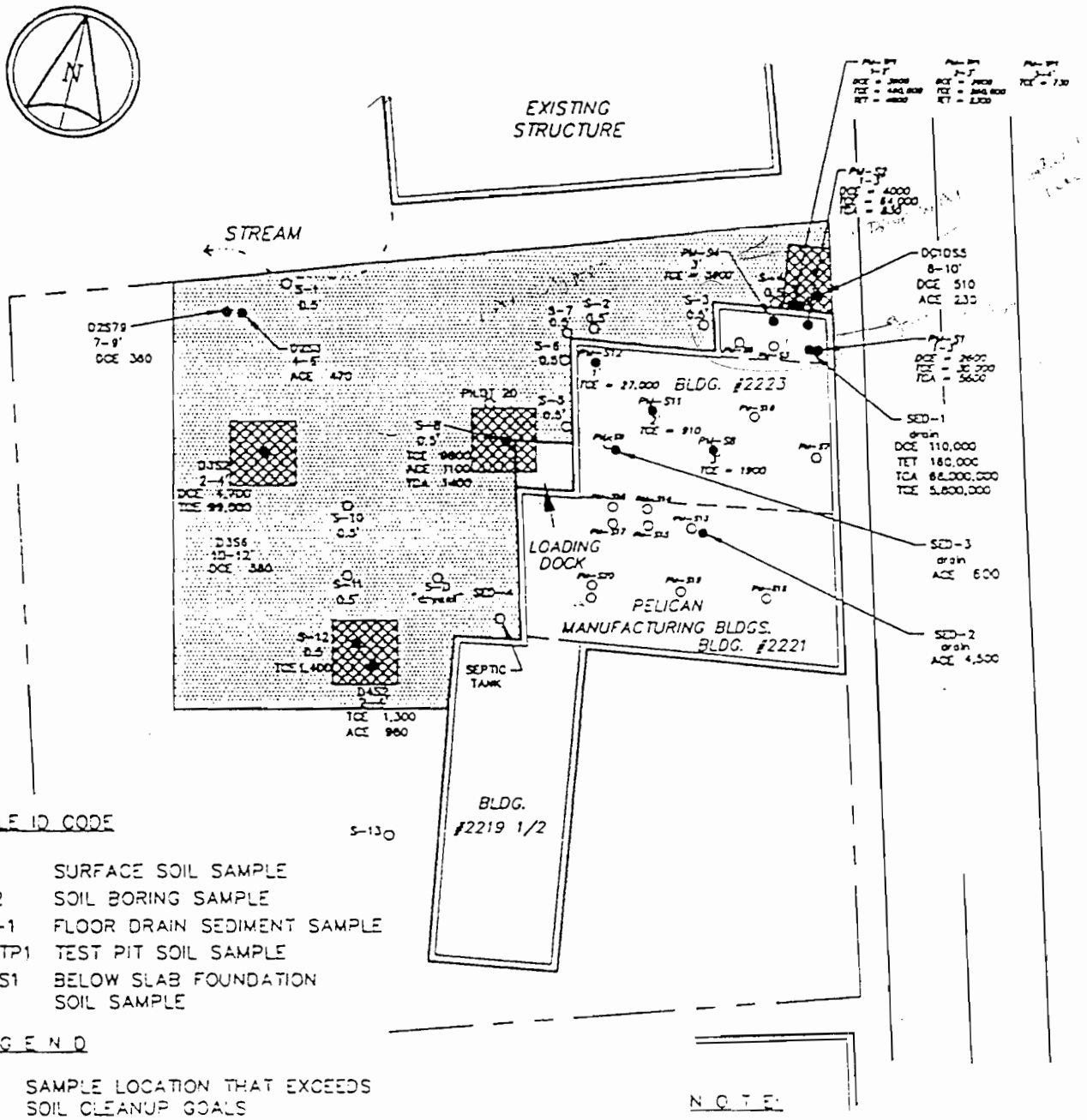
In November 1993, NYSDEC personnel collected four surface water and sediment samples upstream and adjacent to the site. In one location adjacent to the site (PMSW-C), surface water was found to be contaminated with TCE (51 ppb) and 1,2-DCE (182 ppb). The surface water standards for TCE and 1,2-DCE are 11 ppb and 5 ppb respectively. Zinc, a metal not thought to be associated with the disposal of hazardous waste at the site, was also found at levels above the surface water standard of 83 ppb (maximum of 3,350 ppb, average of 2,600 ppb). Some of these samples were taken in an area considered to be upstream of the site.

The ditch sediments were found to be contaminated with toluene, 1,2-DCE, and zinc. The highest contaminant concentration was also found at location PMSD-C (5,770 PPM).

Groundwater

The highest concentrations of contaminants in groundwater were found in monitoring wells MW-1S, MW-19, and MW-20 (see Figure 4). MW-1S is located just outside of the "solvent room" on the north side of the building. MW-19 and MW-20 are located downgradient of the main operating portion of the building. In addition to TCE and 1,2-DCE, vinyl chloride was found in significant concentrations (up to 11,000 ppb vs. the standard of 5 ppb). Other significant contaminants include toluene and 1,1,1-TCA.

Groundwater contamination is limited to the shallow water table aquifer located immediately below the site. Groundwater flows to west-southwest towards the swampy area/north-south drainageway. Surface water samples in the drainageway indicated that the contamination is limited to immediately adjacent to the site.



SAMPLE ID CODE

S-1	SURFACE SOIL SAMPLE
D3S2	SOIL BORING SAMPLE
SED-1	FLOOR DRAIN SEDIMENT SAMPLE
PM-TP1	TEST PIT SOIL SAMPLE
PM-S1	BELOW SLAB FOUNDATION SOIL SAMPLE

LEGEND

- ● SAMPLE LOCATION THAT EXCEEDS SOIL CLEANUP GOALS
- ○ SAMPLE LOCATION THAT DOES NOT EXCEED SOIL CLEANUP GOALS
- APPROXIMATE AREAL EXTENT OF SURFACE AND SUBSURFACE SOIL TO BE REMEDIATED (Alternative A5)
- APPROXIMATE AREAL EXTENT OF SURFACE SOIL "HOT SPOTS" TO BE REMEDIATED (Alternative A3 & A4)

NOTE:

Concentrations are reported in ppb.

COMPOUND	ABBREVIATIONS	SOIL CLEANUP GOALS
1,2-DCE (Total)	DCE	245
Trichloroethene	TCE	700
1,1,1-TCA	TCA	750
Tetrachloroethene	TET	1,400
Acetone	ACE	110

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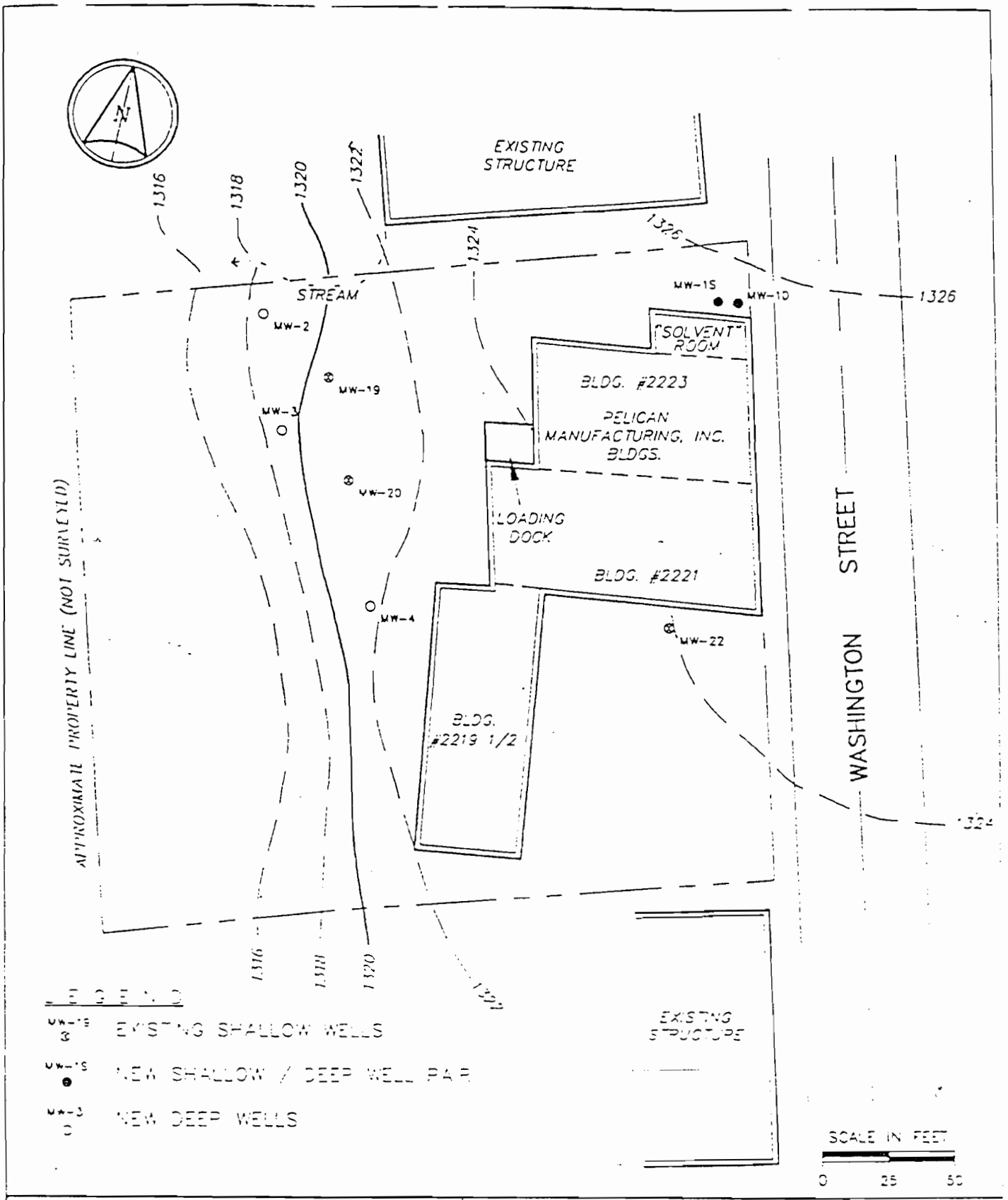
SOIL/SEDIMENT SOIL CLEANUP GOAL EXCEEDENCES AND AREAS OF SOIL TO BE REMEDIATED

PELICAN MANUFACTURING, INC. SITE

City of Jamestown, Chautauqua Co., NY

PROJECT No. 35120.700	DATE 7/94	DWG. No. 35120-12	SCALE 1"=50'	



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DIVISION OF RUST ENVIRONMENT & INFRASTRUCTURE

DRILLING/MONITORING WELL LOCATIONS

PELICAN MANUFACTURING, INC. SITE

City of Jamestown

PROJECT No. 35120.700	DATE 10/93	DWG. No. 2A9421_2	SCALE 1"=50'

FIGURE 4

SECTION 5.0 SUMMARY OF SITE RISKS

5.1 Summary of Human Exposure Pathways:

An exposure pathway is the process by which an individual is exposed to a contaminant. The five elements of an exposure pathway are 1) the source of contamination; 2) the environmental media (e.g., soil, groundwater) and transport mechanisms; 3) the point of exposure; 4) the route of exposure (e.g., ingestion, inhalation); and 5) the receptor population. These elements of an exposure pathway may be based on past, present, or future events.

Completed pathways known to or that may exist at the site include:

- dermal contact with contaminated surface soils, primarily soils in the north-northwest portion of the Site;
- inhalation of volatile contaminants from soils;
- dermal contact (and possibly ingestion) of contaminants in the drainageway in the western portion of the Site that receives contaminated groundwater;
- ingestion of contaminated groundwater (this is not currently complete since available information indicates that there are currently no users of groundwater that may be contaminated by the disposal of hazardous waste at the site); and
- contact with and possibly ingestion of contaminated soil below the building and in the drainlines/septic tank would be possible in the future under construction scenarios.

5.2 Summary of Environmental Exposure Pathways:

As part of the RI, a Fish and Wildlife Impact Analysis was completed to determine if the presence of contamination at the site may present significant risks to fish and wildlife around the site. The most significant habitats located within one-half mile of the site are the Chadakoin River and its associated wetlands. There are three Class I wetlands (LW-4, LW-10, and LW-11) and the river is a Class C stream. Class C indicates that the stream is suitable for fishing, fish propagation and survival, but not for drinking.

The analysis indicates that it is unlikely that the site is resulting in significant impacts to the Chadakoin River or its associated wetlands. There are localized impacts to surface water and sediments in the drainageway to the west of the Site from volatile compounds and zinc. As a result, there is a potential for impacts to local biota inhabiting this area of the drainageway. It appears, however, that there are other contributors to the elevated levels of zinc. Also, the presence of zinc does not appear to be related to the disposal of hazardous waste at the site.

SECTION 6: REMEDIATION GOALS

Goals for the remedial program have been established through the remedy selection process stated in 6 NYCRR 375-1.10. These goals are established under the overall goal of protecting human health and the environment and meeting all Standards, Criteria, and Guidance (SCGs).

At a minimum, the remedy selected should eliminate or mitigate all significant threats to public health and the environment presented by the hazardous waste disposed at the site through the proper application of scientific and engineering principles.

The goals selected for this site are:

- The concentrations of VOCs in surface soil should be reduced to a level that results in acceptable levels of risk associated with dermal contact, ingestion of contaminated soil, or inhalation of volatiles released from the soil.
- The remedial program should prevent future leaching of contaminants present in soil into the groundwater at concentrations that exceed groundwater quality standards.
- Eliminate the threat to surface waters by eliminating the run-off of contaminated on-site soils and eliminating to the extent practicable the discharge of contaminated groundwater to surface water.
- To the extent practicable, provide for attainment of groundwater quality standards.
- The contained sediments should be removed to eliminate the potential for a future release into the environment.

Table 1 lists numerical cleanup goals for the different media at the Site.

SECTION 7: DESCRIPTION OF THE EVALUATION OF ALTERNATIVES

Potential remedial alternatives for the Pelican Manufacturing Site were identified, screened and evaluated in a three-phase Feasibility Study. This evaluation is presented in the report entitled "Final RI/FS Report; Pelican Manufacturing, Site," dated December 1994. A summary of the detailed analysis follows.

The remedial alternatives are intended to address the contaminated soil, sediments, and groundwater at the site. The feasibility study evaluated different alternatives for each of the contaminated media at the Site. The FS identifies these alternatives as follows:

Soil

A3 In-situ soil vapor extraction (SVE) of soils under the building + consolidation and treatment of hot spot soils using ex-situ SVE.

A4 In-situ SVE of soils under the building + consolidation and off-site disposal of hot spot soils.

A5 In-situ SVE of all soils contaminated above the remedial goals.

Groundwater Collection

B2 Groundwater extraction wells.

B4 Groundwater extraction trench.

Groundwater Treatment

C1 Air stripping.

C2 Activated carbon.
C3 Discharge to a local Publicly Owned Treatment Works (POTW).

Drainline & Septic Tank Sediments

D2 Consolidate sediments and treat using ex-situ SVE.
D3 Consolidate sediments and dispose off site.

Vapors from Water and Soil Treatment

E1 Vapor phase activated carbon.
E2 Catalytic oxidation.

The following alternatives are combinations of these media-specific alternatives to provide site-wide choices to compare and select from. Additional combinations could be formed from the alternatives listed above using information in the FS.

Alternative 1: No Action+ Monitoring

Present Worth:	$ 166,630
Capital Cost:	$ 0
Annual O&M:	$ 10,840
Time to Implement:	immediate

The no action alternative is evaluated as a procedural requirement and as a basis for comparison. It requires continued monitoring only, allowing the site to remain in an unremediated state.

This is an unacceptable alternative as the site would remain in its present condition and the threat presented, by the volatile organic contamination of soils and groundwater (described in Section 4), would remain.

Alternative 2: In-situ SVE of Soil Under Building + Ex-situ SVE of Hot Spot Soils and Drainline/Tank Sediments +Groundwater Collection & Treatment + Monitoring
(A3 + B4 + C2 + D2)

The contaminated soils under the floor of the building would be treated using in-situ SVE. The floor of the building would act as a barrier to air flow and thus would enhance the effectiveness of the system. The hot spot soils would be excavated and moved inside the on-site building. An ex-situ SVE system would be set up to treat the soils to below cleanup goals. Once the goals had been met, the soils would be used as fill behind the building and the area would be re-vegetated. Groundwater would be collected, using a collection trench at the rear of the building, to control contaminant migration and to enhance the rate of restoration of groundwater quality. The collected groundwater would be treated, using activated carbon, to remove the organic contaminants. The floor drain sediments would be removed and included in the ex-situ SVE along with the hot spot soils.

Present Worth:	$ 1,912,000
Capital Cost:	$ 776,500
Annual O&M:	$ 195,000
Time to Implement*:	2/10 years

* soil-sediment/groundwater

Alternative 3: In-situ SVE of All Contaminated Soils + Groundwater Collection & Treatment + Monitoring
(A5 + B2 + C1 + D3 + E1A)

All contaminated soils would be treated using in-situ SVE. A low permeability cover would be placed, over the areas known to contain contamination, to enhance the effectiveness of the SVE system. Approximately 17 vapor extraction points would be installed. The groundwater would be collected using recovery wells (to address groundwater as well as lower the water table to enhance the effectiveness of the SVE system). The collected groundwater would be treated using an on-site air stripper to remove the volatile organics. The floor drain sediments would be removed and disposed of off site. As necessary, the vapors from the groundwater treatment system (air stripper) as well as the soil treatment system (SVE) would be treated using vapor phase activated carbon.

Present Worth:	$ 1,030,000
Capital Cost:	$ 787,000
Annual O&M:	$ 116,275
Time to Implement:	2 years

Alternative 4: In-situ SVE of Soil Under Building + Excavation and Off-site Disposal of Hot Spot Soils and Drainline/Tank Sediments +Groundwater Collection & Treatment + Monitoring
(A4 + B4 + C3 + D3)

The contaminated soils under the building would be treated using in-situ SVE (similar to what has been discussed in Alternative 2). The hot spot soils would be removed and disposed of off site. Groundwater would be removed using a collection trench at the rear of the building. This would be done to control contaminant migration and to actively enhance the rate of restoration of groundwater quality. The collected groundwater would be discharged to the local POTW. The floor drain sediments would be removed and disposed of off site.

Present Worth:	$ 1,880,000
Capital Cost:	$ 1,109,000
Annual O&M:	$ 137,600
Time to Implement:	2/10 years

SECTION 8.0: SUMMARY OF THE COMPARATIVE ANALYSIS OF THE ALTERNATIVES

The criteria used to compare the potential remedial alternatives are defined in the regulation that directs the remediation of inactive hazardous waste sites in New York State (6 NYCRR Part 375). For each criterion, a brief description is provided followed by an evaluation of the alternatives against that criterion. A detailed discussion of the evaluation criteria and comparative analysis is contained in the Feasibility Study.

1. Protection of Human Health and the Environment. This criterion is an overall evaluation of the health and environmental impacts to assess whether each alternative is protective. It includes aspects of the following criteria, especially effectiveness, permanence, time to achieve goals, and control of risks associated with implementing the alternative.

Alternative 1 would not provide any protection of human health or the environment for groundwater, contaminated soils, or sediments at the site.

Alternative 3 would be the most protective since it would be the only alternative that would treat vapors generated from the soil and groundwater treatment systems, as needed. Also, Alternative 3 would actively treat more of the contaminated soils and would be more effective in the collection of contaminated groundwater, as compared to the other alternatives.

Alternatives 2 and 4 would be equally effective in protecting human health and the environment because both would address the same volume of contaminated soils and would collect contaminated groundwater in the same manner. However, as discussed above, vapors generated by the on-site treatment would not be addressed.

Alternative 3 would remove and treat contamination in the soils and groundwater until the cleanup goals were attained. Alternatives 2 and 4 would not actively address soil contamination below the water table and would not be as effective in collecting contaminated groundwater, as compared to Alternative 3.

It is anticipated that Alternative 3 would restore the groundwater, to the extent practicable, in a time frame of 2 - 10 years. It is anticipated that Alternatives 2 and 4 would do the same in a time frame of 10 - 20 years.

Alternatives 2, 3 and 4 would have potential short-term risk associated with the release of vapors from the on-site treatment systems. Alternative 3 would address this with the use of vapor phase carbon to treat vapors from the soil and groundwater treatment system, as necessary.

2. Compliance with New York State Standards, Criteria, and Guidance (SCGs). Compliance with SCGs addresses whether a remedy will meet applicable environmental laws, regulations, standards, and guidance.

The RI/FS report lists the SCGs for the site. The most significant of the SCGs include the following:

6 NYCRR Part 375 - Regulation directing the investigation/cleanup of inactive hazardous waste sites.
6 NYCRR Parts 700-705 - Water Quality Regulations for surface water and groundwater.
TAGM HWR-92-4046 - Guidance regarding soil cleanup objectives and cleanup levels.
6 NYCRR Part 373 - Regulation governing the management of hazardous waste.
6 NYCRR Part 376 - Land Disposal Regulation.
6 NYCRR Part 212 and Air Guide 1 - Requirements and guidance regarding the control of air contaminants.

Alternative 3 would achieve soil, groundwater and air quality SCGs at this site. It is anticipated that Alternatives 2 and 4 would achieve groundwater SCGs, however, soil SCGs may not be attained for the soils below the water table (non-hot spot soils). Also, since Alternatives 2 and 4 would not address treatment of vapors from the soil treatment systems, air quality standards may not be achieved during the early stages of the implementation of these alternatives. Alternative 1 would not achieve SCGs at this site.

3. Short-term Effectiveness and Impacts. The potential short-term adverse impacts of the remedial action upon the community, the workers, and the environment during the construction and implementation are evaluated. The length of time needed to achieve the remedial objectives is also estimated and compared with the other alternatives.

During construction activities for Alternatives 2, 3, and 4, the excavation and/or handling of hazardous wastes would create the potential for short-term risks associated with volatile emissions, noise, and dust. The implementation of a comprehensive safety and monitoring program would effectively mitigate these potentially adverse effects and provide a high degree of community protection. Site remediation workers would be protected through the use of appropriate respiratory and dermal contact protection as required by the Occupational Safety and Health Administration (OSHA) and the site specific health and safety plan to be developed prior to remediation. As long as these control measures are used properly, they are effective in minimizing any potential short-term impacts.

Alternative 2 would create the most disturbance of contaminated soils, followed by Alternative 4 and then Alternative 3. Since Alternative 1 would require no activity, there would be no short-term impacts due to construction.

With the exception of attaining groundwater cleanup objectives, all alternatives can be implemented in a short time (less than two years).

4. Long-term Effectiveness and Permanence. This criterion evaluates the long-term effectiveness of alternatives after implementation of the response actions. If wastes or treated residuals remain on site after the selected remedy has been implemented, the following items are

evaluated: 1) the magnitude of the remaining risks, 2) the adequacy of the controls intended to limit the risk, and 3) the reliability of these controls.

Alternative 3 is considered to be the most effective in the long-term because all of the contaminated soils would be treated using SVE. Alternatives 2 and 4 would address all hot spot soils, however, there would be some contamination below the water table that would persist until natural degradation/attenuation reduced levels below cleanup goals.

Alternatives 2, 3 and 4 would essentially eliminate off site migration of contaminated groundwater and would result in the eventual restoration of groundwater quality. It is estimated that Alternatives 2 and 4 would restore the aquifer, to the extent practicable, in 10 to 20 years. It is anticipated that Alternative 3 would achieve the same in 2 to 10 years.

Alternatives 2, 3 and 4 are considered permanent remedies. Alternative 1 (no action) would not be effective in the long-term.

5. Reduction of Toxicity, Mobility or Volume. Preference is given to alternatives that permanently and significantly reduce the toxicity, mobility or volume of the wastes at the site.

Alternative 3 would treat all of the contaminated soil. Alternatives 2 and 4 would address all of the hot spot soils, but would not actively address contaminated soils below the water table. Alternatives 2, 3 and 4 would collect and treat contaminated groundwater (preventing off site migration) until aquifer restoration, to the extent practicable, is achieved. If necessary, Alternative 3 would treat organic vapors to significantly reduce the amount released to the air by the soil and groundwater treatment systems. Alternatives 2 and 4 would not actively treat vapors from the soil and groundwater systems. If not properly monitored and controlled as necessary, vapor concentrations could cause exceedances of air quality standards during the initial phase of operation.

Alternatives 2, 3 and 4 would reduce the mobility and volume of contamination present in the soil and groundwater at the site. Alternative 1 would not reduce the toxicity mobility or volume of contaminated soil or groundwater.

6. Implementability. The technical and administrative feasibility of implementing each alternative is evaluated. Technically, this includes the difficulties associated with construction, the reliability of the technology, and the ability to monitor the effectiveness of the remedy. Administratively, the availability of the necessary personnel and equipment is evaluated along with potential difficulties in obtaining specific operating approvals, access for construction, etc.

All of the alternatives would utilize common construction equipment/materials and would be reliable. Alternative 2 would require structural reinforcement of the building and the use of a considerable amount of the open space at the site (ex-situ SVE). Proper scheduling and coordination with other activities would be required. The vapor extraction points, pipe network,

and air stripper, that would be implemented as a part of Alternative 3, could complicate the implementation of other components of the alternative due to the space that would be occupied.

The construction of a groundwater trench, as a part of Alternatives 2 and 4, could complicate other site activities because the trench would occupy a significant portion of the area at the rear of the building.

It is anticipated that there would be no difficulties coordinating with other divisions/agencies.

7. Cost. Capital and operation and maintenance costs are estimated for each alternative and compared on a present worth basis. Although cost is the last balancing criterion evaluated, where two or more alternatives have met the requirements of the remaining criteria, cost effectiveness can be used as the basis for the final decision. The costs for each alternative are:

Alt.	Present Worth	Capital Cost	Annual O&M
1	$166,630	$0	$10,840
2	$1,912,663	$776,500	$195,000
3	$1,300,000	$787,000	$116,275
4	$1,880,000	$1,109,000	$137,600

Alt. 1: No Action+ Monitoring

Alt. 2: Combination In-situ and Ex-situ SVE of Soils + Groundwater Collection & Treatment + Monitoring

Alt. 3: In-situ SVE of All Soils + Groundwater Collection & Treatment + Monitoring

Alt. 4: In-situ SVE of Soil Under Building + Excavation and Off-site Disposal of Hot Spot Soils and Drainline/Tank Sediments +Groundwater Collection & Treatment + Monitoring

8. Community Acceptance - Concerns of the community regarding the RI/FS reports and the Proposed Remedial Action Plan have been evaluated. A "Responsiveness Summary" has been prepared that describes public comments received and how the Department addresses the concerns raised. The Responsiveness Summary is included as Exhibit A.

SECTION 9.0 SELECTED REMEDY

Based upon the results of the RI/FS, and the evaluation presented in Section 8, the NYSDEC has selected Alternative 3 as the remedy for this site.

Alternative 1 is not acceptable because it would not address the remedial goals. Alternatives 2 and 4 would address some of the goals. Namely, hot spot soils would be treated/removed and

groundwater standards might be attained (the level of confidence in attaining groundwater standards is not as high as it would be with Alternative 3 due to the method of collection of groundwater). However, Alternatives 2 and 4 present several significant disadvantages. These include: 1) they would not address the potential risk associated with the release of vapors from the soil treatment systems; 2) the estimated time to achieve aquifer restoration, to the extent practicable, is longer than that estimated for Alternative 3 (10 - 20 years versus 2 - 10 years); and 3) the cost estimates for Alternatives 2 and 4 are approximately 80% greater than the estimate for Alternative 3. Based on these factors Alternative 3 is selected.

The estimated present worth cost to carry out the remedy is $1,030,000. The cost to construct the remedy is estimated to be $787,000 and the estimated average annual operation and maintenance cost for 2 years is $116,275.

The elements of the selected remedy are as follows:

1. A remedial design program to verify the components of the conceptual design and provide the details necessary for the construction, operation and maintenance, and monitoring of the remedial program. Uncertainties identified during the RI/FS will be resolved.

2. A soil vapor extraction (SVE) system to remove volatile organic contaminants sorbed onto soil under the building and to the north and west of the building. This will 1) prevent contact with contaminated soils; 2) prevent volatilization of contaminants into the air which could then be inhaled; and 3) remove the primary source of contamination to groundwater. If necessary, vapors will be treated before release to prevent any adverse ambient air impacts.

3. A groundwater extraction system consisting of a series of recovery wells operated in conjunction with the SVE system. This will prevent the further spread of contaminated groundwater and will reduce the time needed to restore groundwater quality.

4. Groundwater treatment to remove contaminants prior to release of the treated waster to surface water. Subject to further analysis during design, water will be treated by air stripping. If needed, the vapors from the treatment process will be treated along with those from the SVE process, most likely using activated carbon.

5. Removal and off-site disposal of contaminated sediments in the floor drains beneath the building and in the septic tank. Contaminated water generated by this process will be treated along with groundwater. Collected sediment will be characterized and sent off site for treatment/disposal (likely to be incineration).

6. Monitoring to determine the effectiveness of the remedy including soil and groundwater sampling along with verification sampling as needed.

SECTION 10.0 HIGHLIGHTS OF COMMUNITY PARTICIPATION

Citizen Participation (CP) Activities were implemented to provide concerned citizens and organizations with opportunities to learn about and comment upon the investigations and studies pertaining to the Pelican Manufacturing Site. All major reports were placed in a document repository in the vicinity of the site and made available for public review. A public contact list was developed and used to distribute fact sheets and meeting announcements.

On February 15, 1995, a public meeting was held at the Jamestown Community College, Jamestown, New York to describe the Proposed Accelerated Remedial Action Plan. Prior to the meeting, an invitation/fact sheet was mailed to those persons on the contact list. The public comment period extended from February 6, 1995 until March 8, 1995. Comments received regarding the Proposed Remedial Action Plan have been addressed and are documented in the Responsiveness Summary (Exhibit A).

EXHIBIT A
RESPONSIVENESS SUMMARY
Pelican Manufacturing Site
Chautauqua County
9-07-010

This document summarizes the comments and questions received by the New York State Department of Environmental Conservation (NYSDEC) regarding the Proposed Remedial Action Plan (PRAP) for the subject site. A public comment period was held between February 6, 1995 and March 8, 1995 to receive comments on the proposal. A public meeting was held on February 15, 1995 at the Jamestown Community College to present the results of the investigations performed at the site and to describe the PRAP. The information below summarizes the comments and questions received and the Department's responses to those comments.

DESCRIPTION OF THE SELECTED REMEDY

Based upon the results of the Remedial Investigation/Feasibility Study (RI/FS) for the site and the criteria identified for the evaluation of alternatives, the NYSDEC has selected a remedy to treat contaminated soils both outside and under the building using in-situ soil vapor extraction (SVE) as described later in this document. Groundwater will be collected and treated at the same time. The remedy will also include the removal and off-site disposal of contaminated sediments from floor drains and a septic tank.

The major elements of the selected remedy include:

1. A remedial design program to verify the components of the conceptual design and provide the details necessary for the construction, operation and maintenance, and monitoring of the remedial program. Uncertainties identified during the RI/FS will be resolved.

2. A soil vapor extraction (SVE) system to remove volatile organic contaminants sorbed onto soil under the building and to the north and west of the building.

3. A groundwater extraction system consisting of a series of recovery wells operated in conjunction with the SVE system.

4. Groundwater treatment to remove contaminants prior to release of the treated water to surface water. Subject to further analysis during design, water will be treated by air stripping. If needed, the vapors from the treatment process will be treated along with those from the SVE process.

5. Removal and off-site disposal of contaminated sediments in the floor drains beneath the building and in the septic tank.

6. Monitoring to determine the effectiveness of the remedy including soil and groundwater sampling along with verification sampling as needed.

I. QUESTIONS/COMMENTS RAISED DURING THE PUBLIC MEETING

1. Issue: During the public meeting presentation, was it stated that the sanitary drains inside the building are connected to the sanitary sewers or are they connected to the outside septic tank?

   Response: The drains that were discussed during the public meeting presentation were the floor drains inside the Pelican Manufacturing building. Attempts were made, during the Remedial Investigation (RI), to track the path of these drains (dye test, soil gas survey, test pits). The results from the RI indicate that the floor drains outlet to the rear of the building, not to the sanitary sewer.

2. Issue: If water generally flows to the west, what effect does the site have to the east (east side of Washington Street)? Why are the properties to the east involved and why have they been contacted relative to the public meeting?

   Response: Groundwater and surface drainage from the site moves to the west towards the swampy area behind the Pelican building. The information sheets, announcing the February 15, 1995 public meeting, were sent to the people on the mailing list for this site. Those properties on the east side of Washington Street were added to the mailing list because of proximity to the site, not because there were any direct impacts to them from this site. As a part of any remedial program (like the one at the Pelican Manufacturing site), a mailing list is developed to keep people informed. Generally, a site specific mailing list will include the local elected officials, press (newspapers, radio stations, etc.) and property owners/residents in the area of the site.

3. Issue: Are all the on-site wells, shallow and deep, contaminated? How deep were the artesian wells (#s 2, 3, 4)? What direction does the water flow?

   Response: The contamination in the groundwater is generally limited to the shallow groundwater (monitoring wells MW-1S, MW-19, MW-20 and MW-22). One of the deeper wells did detect elevated levels of volatile organics (MW-1D). However, this well is located immediately adjacent to the source area (solvent room). The other deeper wells do not show elevated contaminant levels. MW-1D indicates concentration levels much lower than the shallow well (MW-1S) immediately adjacent to it (i.e., for 1,2-dichloroethene, MW-1S had a concentration of 35,000 ppb compared to 38 ppb for MW-1D). This indicates that groundwater contamination is found in the shallow groundwater (first 10-15 feet below the ground surface) with an isolated exception near MW-1D, which shows relatively low contaminant concentrations in groundwater.

Artesian conditions exist when groundwater in a particular aquifer is under pressure and flows up the well to a level above the ground surface. At this site artesian conditions are present in monitoring wells MW-1D, MW-2, MW-3 and MW-4. These wells monitor groundwater at depths of 15 to 30 feet below the ground surface.

Finally, groundwater in the area of the site flows to the west-southwest, towards the swampy area behind the building.

4. Issue: Because this site is near the park, please make a special effort to make sure the contamination is contained.

Response: The proposed remedy will effectively remove all significant contamination associated with the disposal of hazardous waste from the site. By removing the contaminants, the threats to public health and the environment will not only be contained, but eliminated. Also, we do not believe that the release of contaminants to site soils and groundwater has presented any threats to the park which is a significant distance from the site. During the evaluation process many factors are taken into account, including an evaluation of potential impacts during and after the implementation of a remedial alternative. An alterative cannot be selected unless it will be protective of human health and the environment. This includes anyone who could potentially be affected, whether it is on site or off site.

5. Issue: Where is the area which is still used as a disposal area for yard wastes?

Response: The area referred to is at the former Jamestown City Landfill, located adjacent to the Pelican Manufacturing site. The area in question is at the northern end of the former landfill, west of the Pelican site.

6. Comment: Approximately ten years ago, this gentleman (making the comment) suspected something was wrong in the area. He said they used to smell a sweet, pungent odor when the kids were playing midget football nearby. He is glad to see DEC doing something to correct the problems at the Pelican site.

7. Issue: During the extraction process (i.e., the extraction of groundwater and soil vapor during the implementation of the remedial program), is there any chance of runoff? Is there any chance that what is being extracted could get into the ditch behind the site? The gentleman who asked the question rehabilitates wildlife and uses the ditch downstream of this site. He also indicated that the ditch is used by other wildlife.

Response: The remedial program at this site will involve the installation of extraction wells (for vapor and groundwater). The vapor and groundwater will be pumped, through a piping system (to be installed) to a central location on site where it will be treated. It will be a closed system that will be monitored and

maintained to insure it is operating property. The contaminated material being extracted will not be allowed to flow into the ditch.

8. Issue: Once the water is collected and treated, where will it go?

Response: After the Record of Decision (ROD) is signed the program will move into the design phase during which the details and project specifications will be developed. During the remedial design, discharge criteria for treated groundwater will be established. Treated groundwater will be sampled and handled appropriately. Depending on the sample results, this water could be discharged to drainage ditch at the rear of the site or it may be discharged to the sanitary sewer.

9. Issue: In the event that the groundwater flow should switch directions, is there any chance it would flow east? Does groundwater flow change at different times during the year? The person asking the question saw something in a report that indicated that the Jamestown aquifer is located to the east of the site. His concern is that his property, across Washington Street to the east, may be affected if groundwater flow changes in the future. He wants to know who would be responsible if this happens in the future.

Response: Due to the characteristics of the groundwater below the site, the tendency is for upward movement of the groundwater due to the artesian conditions at a depth of approximately 20 feet below the ground surface (bgs). As a result the groundwater contamination is limited to the shallow groundwater aquifer located approximately 5 to 10 feet bgs. During the RI, groundwater levels in the shallow aquifer were taken at different times of the year (October and February). Groundwater flow direction was the same both times, indicating no seasonal variation during the year. Also, shallow groundwater usually follows the contours of the ground surface. In the area of the site, the ground surface decreases in elevation from east to west, which is consistent with the local shallow groundwater flow to the west. Based on the information gathered, shallow groundwater flow reversals do not occur in the area of the site.

10. Issue: During the extraction of groundwater and soil vapor, are there any health problems associated with the remediation? The person who asked the question has 60 people at his facility and does not want them to be exposed to anything.

Response: There will be a health and safety plan and a monitoring program in-place to protect on-site workers and the surrounding community. During the remediation air monitoring will be performed to determine the concentrations of site contaminants in the ambient air at and near the site. Vapor phase carbon will be available, to treat any vapors created by the remediation, to insure that ambient air concentrations do not exceed the established standards.

11. Issue: Were these contaminants legal to use when they were being used at the site?

Response: Yes, the use of these materials was, and still is legal. The reason why this site was initially investigated was because of improper disposal practices at the site. When solvents are used, the operator of the facility has an obligation to dispose of the spent solvents at a licensed facility that handles the treatment, storage and disposal of such materials. Historically, these obligations were not met at the Pelican Manufacturing site.

12. Issue: One gentleman indicated that he had reviewed the PRAP and wanted to know if the construction would take two years, or if the monitoring would be done for two years.

Response: The actual construction of the remediation at this site will take less than six months. Once the construction is complete, it is anticipated that the system will be in operation for 2-10 years. During the operation period, there will be a sampling and monitoring program in place to evaluate the effectiveness of the remedial program (until the remedial goals have been achieved).

13. Issue: Describe what a monitoring well looks like when it is drilled; how large is the borehole diameter?

Response: When the wells were installed, a 4¼ inch (inside diameter) hollow stem auger was used. In order to obtain undisturbed samples from the subsurface soil, a split spoon sampler was advanced through the inside and ahead of the augers. Once the sample had been taken by the split spoon, the augers were advanced. Once the augers had been advanced to the desired depth, the monitoring well (two inch diameter) was installed in the open hole and the augers were removed from the hole. At the bottom of the hole, the well screen was placed attached to well riser to the ground surface (usually the screen and riser comes in 10 foot lengths that are threaded together at the joints). A sand pack is installed to fill the hollow space in the hole around the well screen. This allows free flow of groundwater in and out of the well. Above the well screen the hollow space is filled with a cement like mixture called grout. Filling this space with grout prevents the well (above the screen) from acting as a preferential pathway (a pathway for things to easily move up and down along the vertical path of the well). Once the well has been installed a locking protective casing cemented in place over it to prevent it from being tampered with and / or damaged.

II. QUESTIONS/COMMENTS RECEIVED IN WRITING

No written comments were received during the public comment period.

EXHIBIT B
ADMINISTRATIVE RECORD
Pelican Manufacturing Site
Chautauqua County
9-07-010

1. Record of Decision; dated March 1995.

2. Proposed Remedial Action Plan; dated January 1995.

3. RI/FS Referral from the Division of Environmental Enforcement, dated April 1992.

4. Remedial Investigation/Feasibility Study (RI/FS) Work Plan, dated August 1992.

5. Citizen Participation Plan, dated August 1992.

6. Information Sheet, dated September 2, 1992.

7. Information Sheet, dated April 1993.

8. Information Sheet, dated December 1993

9. RI/FS Work Plan Amendment No. 1 (Phase II RI), dated January 1994.

10. Final RI/FS Report, (Volumes I, II and III), dated December 1994.

11. Fact Sheet, announcing February 15, 1995 Public Meeting.

12. NYSDOH concurrence with 1/95 PRAP, dated February 13, 1995.

13. Responsiveness Summary, prepared in March 1995 and attached to Record of Decision as Exhibit A.

A. English
FILE 907010

EXPLANATION OF SIGNIFICANT DIFFERENCES
PELICAN MANUFACTURING SITE

City of Jamestown / Chautauqua County / Registry No. 9-07-010 / March 2003

Prepared by the New York State Department of Environmental Conservation
Division of Environmental Remediation

1.0 Introduction

The purpose of this notice is to describe the progress of the cleanup at the Pelican Manufacturing Site and to inform you about a change in the site remedy. The 1.3 acre Pelican Site is located at 2223 Washington Street, northwest of the intersection of Washington Street and 23rd Street in the City of Jamestown, Chautauqua County. In March of 1995, the New York State Department of Environmental Conservation (NYSDEC) signed a Record of Decision (ROD) which selected a remedy consisting of a soil vapor extraction system (SVE) in conjunction with a groundwater extraction and treatment system to cleanup the Site. Groundwater recovery was deemed necessary to lower the water table and enhance the effectiveness of the SVE system. Certain aspects of the remedy included in the ROD have been modified. The main change to the remedy is that remaining soils contaminated with degreasing solvents at levels above remedial action objectives will be excavated, characterized, and disposed of off site.

The modified remedy consists of: 1) excavation and proper off-site disposal of remaining soils containing degreasing solvents (suspected of being the original source of the volatile organic compound (VOC) contamination found in the groundwater); 2) removal and on-site treatment of groundwater that accumulates in the excavation utilizing a temporary groundwater treatment system supplied by the contractor. The treatment system will consist of pumps, storage tanks, and activated carbon to remove the VOCs; 3) backfilling of the excavations with clean soils imported from off-site; 4) and a monitoring program to evaluate the natural attenuation of groundwater contaminant levels.

This Explanation of Significant Differences (ESD) will become part of the Administrative Record for this site. The information here is a summary of what can be found in greater detail in documents that have been placed in the following repositories:

James A Prendergast Library 509 Cherry Street Jamestown, NY 14701 (716) 484-7135 Call for hours	NYSDEC Div. of Environmental Remediation Bureau of Construction Services 12th Floor, Albany, NY 12233-7013 David Chiusano, Project Manager (518) 402-9812 (M-F, 7:00 a.m. -3:30 p.m.)	NYSDEC Region 9 Office 270 Michigan Avenue Buffalo, NY 14203 Attn: Michael Podd (716) 851-7220 (M-F 8:30 a.m.- 4:45 p.m by appt.)

Although this is not a request for comments, interested persons are invited to contact the NYSDEC's Project Manager for this site to obtain more information or have questions answered.

2.0 SITE DESCRIPTION AND ORIGINAL REMEDY

2.1 Site History, Contamination, and Selected Remedy

The 1.3 acre Pelican Manufacturing Siteis located in the City of Jamestown, Chautauqua County, New York (Figure 1). A once deteriorating and now demolished, 10,000 ± square foot building on site was used from the early 1970s to 1987 as a metal fabricating and finishing business, first by A.M.S. Co., (1971-1979) and then by Pelican Manufacturing, Inc. In 1993, the City of Jamestown foreclosed on the property for non-payment of taxes. Past spills and disposal of the degreasing solvents in and around the building resulted in the contamination of soils and groundwater at the site by VOCs. A ROD was signed on March 22, 1995, and selected a remedy consisting of groundwater extraction and treatment in conjunction with a soil vapor extraction (SVE) system to remediate the contamination.

Beginning in August 1996 the remedial design of the selected remedy was prepared and a performance based approach to designing and building the selected remedy was undertaken. Following the bid solicitation process and approval by the Office of the State Comptroller (OSC), formal notice to proceed was granted to Earth Tech (formerly Rust) on December 29, 1997 to proceed with remedial construction, remedial construction management, and Operation & Maintenance (O & M) services at the subject site. Through use of the 1986 Environmental Quality Bond Act funds, remedial construction by Treatek-CRA (CRA), contracted by Earth Tech, was conducted from June 1998 through January 1999.

The SVE and groundwater treatment system was activated in January 1999. Contaminated sediments from the building's floor drains and from a septic tank located at the rear of the building were removed and disposed of off site. In February 2000, Earth Tech evaluated the performance of the treatment system and determined that the existence of a VOC source area below the former solvents room within a portion of the deteriorating building was contributing to the groundwater plume more than originally anticipated. Consequently, it was concluded that operation of the treatment system will be significantly prolonged in order to achieve ROD remedial goals. As such, Earth-Tech recommended that the NYSDEC evaluate demolishing the collapsing site structure to allow removal of the contamination source. This would shorten the required treatment time and possibly result in the property being put back into productive use by the City of Jamestown (City). Based on that recommendation, the City was approached by the NYSDEC to pay for the demolition costs. In February 2001, the treatment system was shut down. The City subsequently demolished the building, removed the concrete foundation, and rough graded the site in December 2001 and January 2002, thus making the remaining contaminated soil accessible for excavation.

With the building and foundation removed, the NYSDEC evaluated the necessity of restarting the treatment system and compared those costs to a source removal (soil excavation/off-site disposal) effort. As part of that evaluation, a confirmatory soil sampling program was conducted in February 2002 to evaluate the effectiveness of the soil vapor extraction remediation and determine the extent of soil contamination remaining. Based on the data gathered, it was determined that approximately 250 tons of hazardous soil and 550 tons of non-hazardous soil remain to be remediated (see Figure 2). With that amount of contamination remaining, Earth Tech estimated that the existing SVE and groundwater treatment system would need to be operated, monitored, and maintained at least another five years at an annual cost of $60,000 per year ($300,000). In comparison , the estimated cost to implement the source removal remedy was determined to be $170,000. Moreover, the source removal remedy could be completed within one month from equipment mobilization. As such, it was determined that the treatment system would be demobilized and a source removal option would be pursued.

3.0 CURRENT STATUS

The NYSDEC has approached Chautauqua County to cover the costs and conduct the work associated with off-site transportation and disposal of non-hazardous soils to be excavated and stockpiled by the NYSDEC. Negotiations on the agreement between the NYSDEC and Chautauqua County have been finalized. The scope of work associated with implementation of the modified remedy has been completed by Earth Tech. Earth Tech has awarded the contract to perform the work to Hickory Hill Construction, Inc. Mobilization of construction equipment is scheduled for March 31, 2003. Construction work is scheduled to be initiated and completed during April 2003.

4.0 DESCRIPTION OF SIGNIFICANT DIFFERENCES

4.1 Comparison of Changes with Original Remedy

The following points describe the significant differences to the remedy, compared to the remedy selected in the March 1995 ROD: 1) soils contaminated with degreasing solvents will be excavated and disposed off site in compliance with NYSDEC regulations; 2) groundwater extraction and treatment, utilizing a temporary groundwater treatment system supplied by the contractor, will only be conducted during the excavation activities, with groundwater collected from the open excavations rather than an ongoing system using wells as the means for extracting groundwater. The temporary treatment system will consist of pumps, storage tanks, and activated carbon to remove the VOCs, and 3) a monitoring program will be put in place to monitor the natural attenuation of groundwater contaminant levels. Modification of the remedy will reduce the time needed to address the remaining source of soil contamination at a reduced cost. This modification will also make the property available for economic development by the City of Jamestown.

The remedial goals included in the March 1995 ROD for this site include:

- The concentrations of VOCs in surface soil should be reduced to a level that results in acceptable levels of risk associated with dermal contact, ingestion of contaminated soil, or inhalation of volatiles released from the soil.

- The remedial program should prevent future leaching of contaminants present in the soil into the groundwater at concentrations that exceed groundwater quality standards.

- Eliminate the threat to surface waters by eliminating the runoff of contaminated on-site soils and eliminating, to the extent practicable, the discharge of contaminated groundwater to surface water.

- To the extent practicable, provide for the attainment of groundwater quality standards.

- The contained sediments should be removed to eliminate the potential for future release into the environment.

The ROD, as modified by this Explanation of Significant Differences (ESD), is protective of human health and the environment and meets the goals originally included in the March 1995 ROD. The New York State Department of Health concurs with the modified remedy.

5.0 SCHEDULE AND MORE INFORMATION

It is the intention of the NYSDEC to begin excavation activities in March 2003. Completion of construction activities and initiation of groundwater monitoring is currently scheduled for April 2003. If you have questions or need additional information, you may contact any of the following:

Mr. David J. Chiusano, Project Manager
NYS Dept.of Environmental Conservation
625 Broadway
Albany, NY 12203-7013
(518) 402-9812

Mr. Greg Sutton, Regional Contact
NYS Dept. of Environmental Conservation
Region 9 Headquarters
270 Michigan Avenue
Buffalo, NY 14203
(716) 851-7220

Mr. Cameron O'Connor
Public Health Specialist
NYS Department of Health
584 Delaware Avenue
Buffalo, NY 14202
(716) 847-4385

Figure 1 - Pelican Manufacturing Site (#9-07-010) Site Location Map

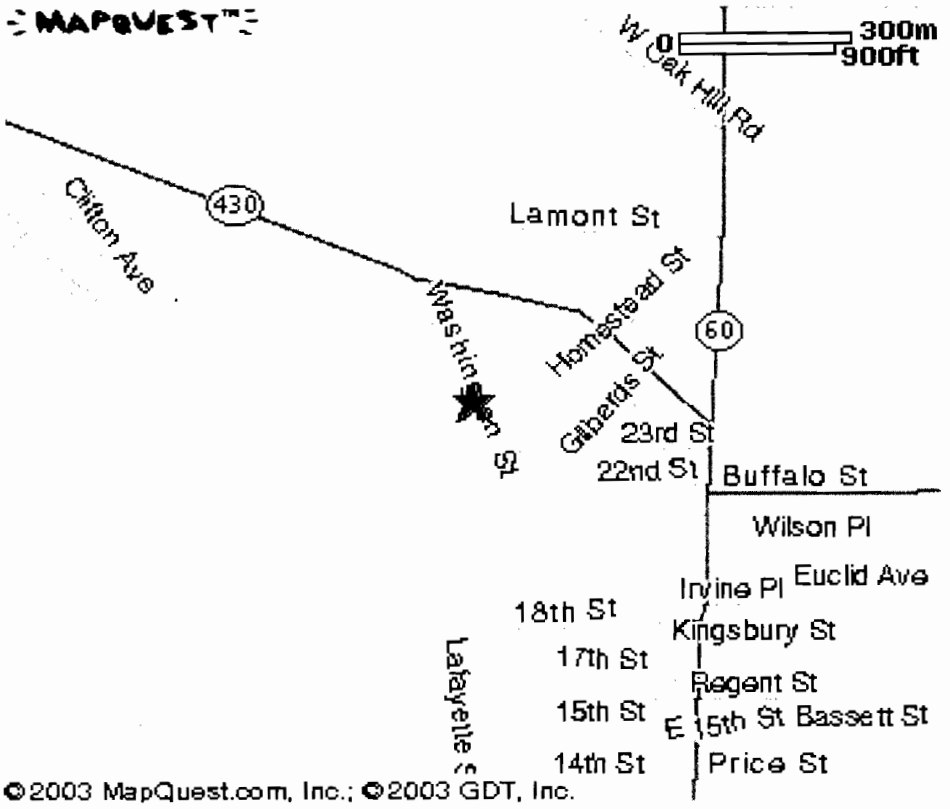
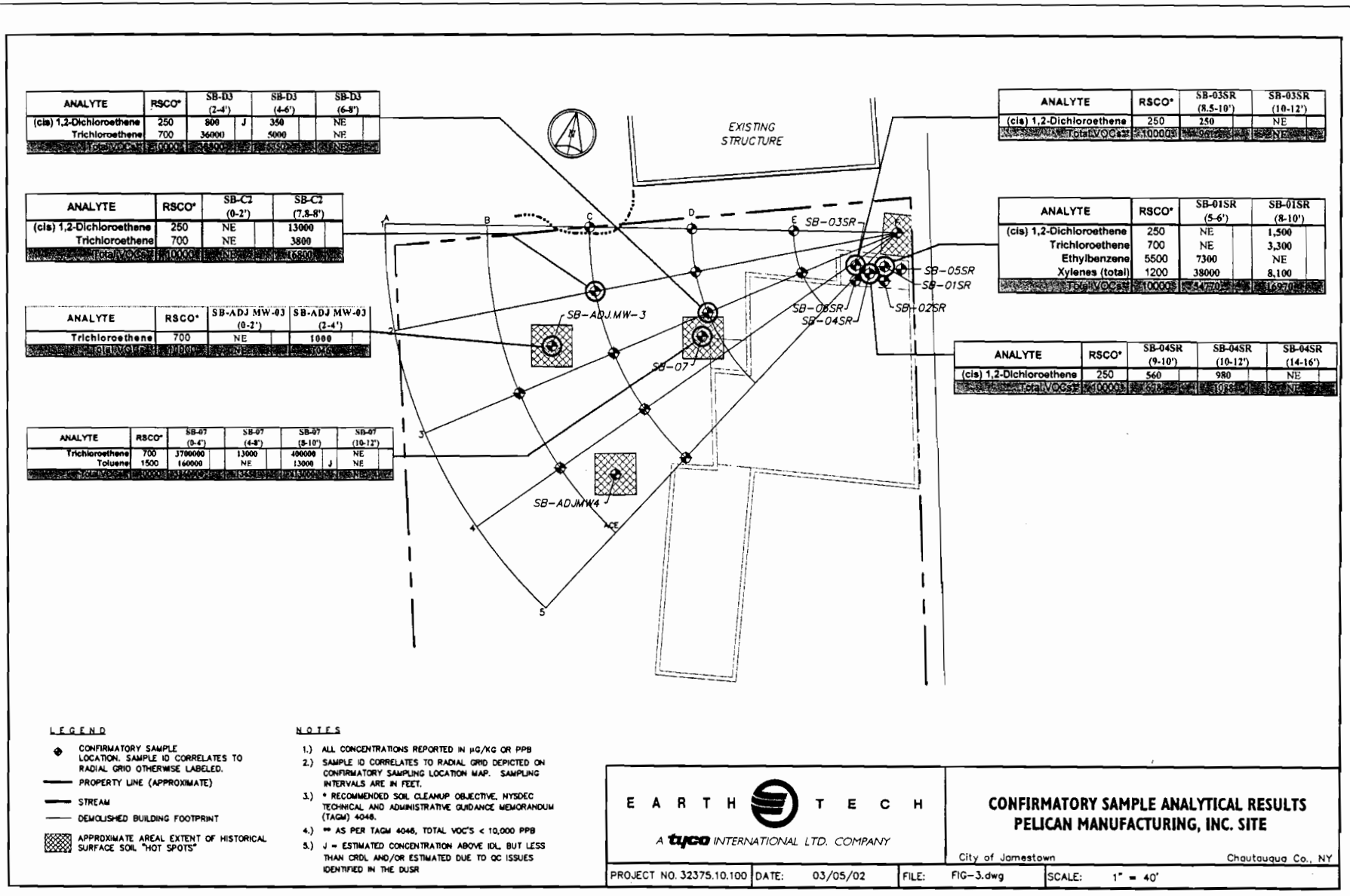


FIGURE 2

EXTENT OF REMAINING SOIL CONTAMINATION



From: David Chiusano
To: English, Andrew
Date: 9/10/02 10:43AM
Subject: Re: Pelican manufacturing

that should work. we will come downstairs at 3 tomorrow

David J. Chiusano
Western Field Services Section
Bureau of Construction Services
Div. Environmental Remediation
NYSDEC
625 Broadway, 12th Floor, Albany, NY 12233-7013
Phone - (518) 402-9812
Fax - (518) 402-9819
E-Mail:djchiusa@gw.dec.state.ny.us

>>> Andrew English 09/09/02 11:11AM >>>
Dave: Shive has been at West Side and today is his pass day. Tomorrow is bad for me. How about Wednesday at 3:00?
-Andrew

>>> David Chiusano 9/6/02 9:57:56 AM >>>
yes, you are correct. sorry.

the quantity is 504 CY x 1.35 tons/cy = 680 tons of which 200 tons are to be considered hazardous.

David J. Chiusano
Western Field Services Section
Bureau of Construction Services
Div. Environmental Remediation
NYSDEC
625 Broadway, 12th Floor, Albany, NY 12233-7013
Phone - (518) 402-9812
Fax - (518) 402-9819
E-Mail:djchiusa@gw.dec.state.ny.us

>>> Andrew English 09/06/02 09:36AM >>>
Dave: Why is the cost so high if there is only 1.35 tons involved? I assume that is a typo.

>>> David Chiusano 9/6/02 9:31:55 AM >>>
Andrew/Shive,

Looking for your thoughts as to the next plan of action for Pelican. Please recall that the building /concrete slab was demolished/ disposed off-ste and the site was rough graded by the City late last year/January 2002. Since then BCS had the Engineer conduct a confirmatory sampling effort to determine the extent of remaining source soils at the site. Based on that sampling event, it was determined that approximately 1.35 tons of soil existing below the former solvent room area, below the former loading dock, and two more locations west of the former building. In those areas cntamination extends from near surface to depths of 8-10 feet bgs.

With that informnation in mind we had the Engineer provide us a cost estimate to clean-up the remaining contamination. Two primary options were evaluated: 1) excavation - offsite disposal, and 2) chemical oxidation. Cost for excavation was calculated to be $167,000 and the cost for chem ox was calculated at $87,000.

It is BCS' preference to excavate **only** if we could keep the costs below $100,000 (avoid having to publically bid). Region 9 also prefers the excavation option, but has expressed a willingness for some sort of combination of the options (shallow excavation, treat deeper soils w/ chem ox). We want to discuss in more detail w/ region , but would like your thoughts before we set up the teleconference.

Thanks.

David J. Chiusano
Western Field Services Section
Bureau of Construction Services
Div. Environmental Remediation
NYSDEC
625 Broadway, 12th Floor, Albany, NY 12233-7013
Phone - (518) 402-9812
Fax - (518) 402-9819
E-Mail:djchiusa@gw.dec.state.ny.us

CC: Harris, George; Mittal, Shive

FILE 907010

STATE OF NEW YORK
DEPARTMENT OF HEALTH

Flanigan Square, 547 River Street, Troy, New York 12180-2216

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

March 19, 2003

Mr. Dale Desnoyers, Director
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
625 Broadway – 12th Floor
Albany, New York 12233-7011

Re: Explanation of Significant Differences
Pelican Manufacturing
Site #907010
Jamestown (C), Chautauqua Co.

Dear Mr. Desnoyers:

Staff reviewed the March 2003 Explanation of Significant Differences (ESD) for the Pelican Manufacturing site. I understand that the remedy detailed in the March 1995 Record of Decision included a soil vapor extraction system in conjunction with groundwater extraction and treatment. Since implementation of the selected remedy, the on-site building used for metal fabricating/finishing was demolished, thus allowing easy access to source materials below the former solvents room. In order to expedite remediation of on-site soil and groundwater, modification of the selected remedy is proposed and includes: the excavation and off-site disposal of solvent contaminated soil; removal and on-site treatment of groundwater that accumulates in the excavation; backfilling the excavation with clean soil; and monitoring of groundwater to evaluate the natural attenuation of contaminant levels.

I believe that this modification of the original remedy is protective of public health and concur with the ESD. Should you have any questions, please contact Mark VanValkenburg at (518) 402-7860.

Sincerely,

Gary A. Litwin, Director
Bureau of Environmental Exposure Investigation

Mr. Dale Desnoyers
Site #907010
March 19, 2003

cc: G.A. Carlson, Ph.D.
Mr. M. VanValkenburg
Mr. C. O'Connor - WRO
Mr. S. Johnson - CCHD
Mr. E. Belmore - DEC
Mr. M. Doster - DEC Region 9

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NEW YORK STATE DEPARTMENT OF

ENVIRONMENTAL CONSERVATION

FACT SHEET

Update
Pelican Manufacturing

Hazardous Waste Site (Site # 9-07-010)
September 2001

Dear Interested Citizen:
The purpose of this Fact Sheet is to inform you of remedial activities at the Pelican Manufacturing site. If you have any questions or would like more information, please do not hesitate to contact:

Mr. David Chiusano
Project Manager
NYSDEC
625 Broadway, 12th Floor
Albany, NY 12233
(518) 402-9812
or
Gerald Pietraszek
Local Project Manager
or
Michael Podd
Office of Public Affairs
NYSDEC
270 Michigan Avenue
Buffalo, NY 14203
(716) 851-7220

For site related health questions, please contact the following New York State Department of Health representatives:

Mr. Joseph Crua
Public Health Specialist
NYSDOH
547 River Street
Troy, NY 12180
1 (800) 458-1158, Ext. 27860
or
Mr. Mark VanDeusen
Outreach Unit
NYSDOH
547 River Street
Troy, NY 12180
1 (800) 458-1158, Ext. 27530

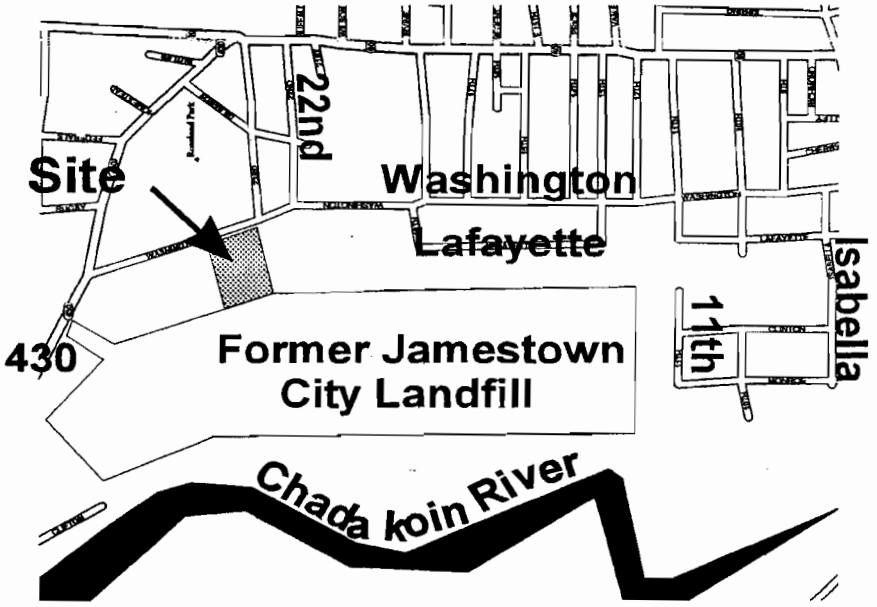
INTRODUCTION

The New York State Department of Environmental Conservation (DEC) and the New York State Department of Health (DOH) want to update you on the progress of the cleanup at the Pelican Manufacturing inactive hazardous waste disposal site. This 1.3 acre site, including a 10,000 square foot building, is located on the west side of Washington Street, northwest of the intersection of Washington Street and 23rd Street in the City of Jamestown, Chautauqua County, New York (see figure).

CURRENT ACTIVITIES

The remedial Soil Vapor Extraction (SVE) and groundwater treatment systems have been shut down in order to prepare for demolition of the building. Kingsview Enterprises, a local contractor, has been hired by the City of Jamestown and should begin work the first week of October. The work will include demolition of the old building, associated concrete slabs and foundation walls. This $33,500 project should take about three weeks to complete. Debris will be taken to the County landfill at Ellery, NY as non-hazardous construction demolition debris.

Once demolition is complete a confirmatory soil sampling program will be performed at the site by a DEC environmental contractor. This work will be done to determine the effectiveness of the remedial system presently in place and to determine if additional remedial work is necessary on the soils which are currently under the building.



BACKGROUND

From the 1940s to the late 1960s, the site was operated as the Coverall Service and Supply Co. Starting in 1971, to 1987, the site was a metal fabricating and finishing business, first by A.M.S. Co., until 1979, and later as Pelican Manufacturing Inc. Parts of the building were used by Pelican for the storage and use of solvents to clean metal parts. Indications are that spills and the disposal of degreasing solvents in and around the building resulted in the contamination of site soils, groundwater, and sediments. In 1993, the City of Jamestown foreclosed on the property for non-payment of taxes.

A series of investigations found solvents in soils, surface water and groundwater on, and adjacent, to the site. Following the Remedial Action Plan, a SVE system and groundwater treatment system were completed in December 1998. The treatment system was operated, monitored and maintained from January 1999 to February 2001, with oversight by the DEC. During that time period, the treatment system was determined to be successful in decreasing soil and groundwater contaminant levels toward NYS standards. In February 2001, the treatment system was temporarily shut down and discussions were initiated with the City of Jamestown to demolish the building in order to properly finalize the remedial project.

WHAT HAPPENS NEXT

Once demolition is complete a confirmatory soil sampling program will be performed on the site by the DEC. The sampling program will consist of the collection of approximately 30 or more soil samples from various areas and depths at the site. This will include those areas previously occupied by the building and those areas where active remedial activities have already been performed, such as the SVE area. The objective of the sampling program is to fully evaluate the effectiveness of the SVE remediation to date and to determine if additional remedial work is necessary at the site. If it is found that additional remedial work is necessary, a determination will be made as to the most feasible remedial alternative possible which would allow for reuse of the property.

FOR MORE INFORMATION

Public understanding and involvement are crucial to the success of New York's hazardous waste remedial program. If you would like more information about this site, the NYSDEC has established document repositories in your community at:

James A. Prendergast Public Library
509 Cherry Street
Jamestown, N.Y.;

or, by appointment at
NYSDEC's Buffalo Office
270 Michigan Avenue
Buffalo, N.Y.
(716) 851-7220

All site related documents have been placed in the repositories, including the building demolition plan and the DEC's soil sampling plan. If you have any questions or concerns, please feel free to contact the individuals listed on the front of this Fact Sheet . Also, concerns regarding the remediation or other environmental aspects of the site can be answered by calling, toll free, 1-800-342-9296 and leaving your name, address and request.

cc English / S. Mittal

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, Room 267
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9280 • **FAX:** (518) 457-7743
Website: www.dec.state.ny.us

John P. Cahill
Commissioner

FEB _5 2001

Mr. Mark R. Schlemmer
City of Jamestown
Department of Public Works
The Riverside Building
145 Steele Street
Jamestown, NY 14701

FEB 7 2001

Dear Mr. Schlemmer:

Re: Building Demolition Contract Documents, February 2001
Former Pelican Manufacturing Site, # 9-07-010

The New York State Department of Environmental Conservation (NYSDEC) has reviewed the subject document. Based upon our review, we have the following comments that will need to be considered by the City of Jamestown during the bid advertisement and award process. Our comments are as follows:

GENERAL COMMENTS:

1) The contract should also include removal and disposal of remaining concrete slabs, footers, etc., immediately following building demolition activities.

2) Please require contractor to give the NYSDEC at least two weeks prior notice before any demolition work begins at the site. This advance notification will allow the NYSDEC and their representatives to relocate treatment and office areas out of the work zone and properly prepare the interior air extraction wells/piping for demolition activities.

NYSDEC contact persons should be identified in contract documents. All future correspondence and notifications shall be conducted in writing to the following NYSDEC contacts:

Mr. David J. Chiusano, Project Manager
NYSDEC - Albany
50 Wolf Road, Room 267
Albany, NY 12233-7010
(518) 457-7878: TEL
(518) 457-7743: FAX
e-mail: djchiusa@gw.dec.state.ny.us

Mr. Gerald Pietraszek
NYSDEC - Buffalo
270 Michigan Avenue
Buffalo, NY 14203
(716) 851-7220: TEL
(716) 851-7226: FAX
e-mail: gfpietra@gw.dec.state.ny.us

3) Please provide the NYSDEC with an updated project schedule depicting proposed dates for pre-bid meeting, bid opening, pre-construction meeting, and major site activities.

4) The contractor should be required to submit a final report on building demolition activities. A copy of that report, including final drawings, should be given to the NYSDEC.

SPECIFIC COMMENTS:

5) *NOTICE TO BIDDERS ;*

Is pre-bid conference still scheduled for February 9, 2001? Has Mr. Pietraszek been invited? It may be a good idea to invite the NYSDEC's remedial contractor, CRA, since they have a good knowledge of existing equipment at the project location. Their contact is Brian Kramer at (716) 297-2160.

6) *INTERPRETATIONS OR ADDENDA;*

Please provide the NYSDEC with copies of any and all addenda generated for the building demolition project.

7) *PRE-AWARD CONFERENCE;*

Once scheduled, the NYSDEC would like an opportunity to attend the pre-award conference between the contractor and the City of Jamestown.

8) *CONSTRUCTION SCHEDULE;*

Please keep the NYSDEC informed of construction schedule. Also, please give the NYSDEC at least two weeks notice prior to beginning work so that construction and treatment trailers can be relocated to other areas at the site outside of the work zone.

9) *SHOP DRAWINGS / RECORD DRAWINGS;*

Once finalized, please provide the NYSDEC with approved shop drawings and record drawings.

10) *SECTION 02221- BUILDING DEMOLITION;*

See comment 1 above.

Please provide the NYSDEC with a copy of the site-specific work plan to be provided by contractor.

Please provide the NYSDEC with a copy of the letter of condemnation for the facility as noted within article 1.7.

Article 3.3 should be revised to indicate that the NYSDEC's exterior treatment equipment, trailers, piping, fencing, etc., must be protected from damage by the contractor. Any damage to that equipment will require repair at the expense of the contractor.

11) *BUILDING DEMOLITION SITE PLAN;*

The contractors work area needs to be identified on site plan.

A note should be included which indicates that the NYSDEC's exterior equipment and wells must be protected from damage.

Where will contractor be able to stage demolished material, construction trailers, and equipment? Those areas must be identified on the site plan.

Our engineering consultant is currently reviewing the subject plan and will conclude their review this week. In the meantime, should you have any questions on the NYSDEC's comments, please do not hesitate to contact me at (518) 457-7878.

Sincerely,

David J. Chiusano
Project Manager
Western Field Services Section
Bureau of Construction Services
Division of Environmental Remediation

cc: G. Bailey, DEE - Buffalo
K. Decker, Earth Tech
K. O'Connor, Watts Engineers
M. Doster/G. Pietraszek. NYSDEC - Buffalo

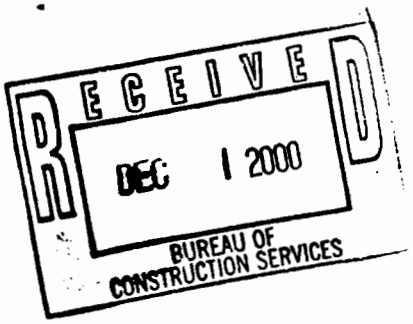
DJC/mj
bcc: G. Harris
A. English/S. Mittal, BWRA
D. Chiusano
Dayfile
D:\Pelican\peldemo.wpd

A. ENGLISH
SM/FILE BWCA

New York State Department of Environmental Conservation
Division of Environmental Remediation, Region 9
270 Michigan Avenue, Buffalo, New York, 14203-2999
Phone: (716) 851-7220 • **FAX:** (716) 851-7226
Website: www.dec.state.ny.us

Environmental Conservation 30 YEARS

John P. Cahill
Commissioner



November 28, 2000

Mr. Steve Senti
Director of Development, City of Jamestown
3rd Floor Municipal Building
Jamestown, New York 14701

Dear Mr. Senti:

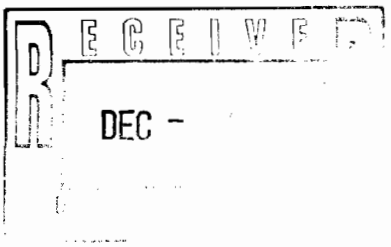
Pelican Manufacturing Site #907010
Jamestown (c), Chautauqua County

On February 14, 2000 the Department of Environmental Conservation (DEC) sent a letter to Mayor Samuel Teresi confirming a strategy to address the hazardous conditions noted at the City-owned property known as the Pelican Manufacturing site. In that letter (attached), it was our understanding that the City would pursue demolition of the structure.

The DEC maintains that demolition of the structure would be beneficial to the City for the following reasons:

- The building is structurally unstable and poses a safety concern to trespassers and workers; removal would eliminate this threat.
- Removal of the building and concrete slabs would allow a more thorough evaluation of the contamination known to exist under the building. This evaluation would afford DEC the opportunity to evaluate cleanup options that possibly would speed up the clean-up process and allow the property to be re-developed quicker.

As you are aware, the City is the owner of this property and may be held responsible for the financing of the remedial activities being conducted at the site. I encourage the City to properly address the safety issues associated with this property and arrange a meeting with DEC staff to coordinate activities.



I understand that the City is preparing a demolition survey. This office respectfully would request a copy of this report and a plan of action at this site on or before December 31, 2000. As always, my staff and I are available to discuss this matter and I would encourage a meeting to clarify or expand on the matters discussed in this letter. You may reach me at (716) 851-7220.

Sincerely,

Martin L. Doster, P.E.
Regional Hazardous Waste Remediation Engineer

cc: Mayor Samuel Teresi - Mayor, City of Jamestown
Mr. Jeffrey Lehman - Director, Jamestown Department of Public Works

bcc: Mr. Dave Chiusano
Mr. Glen Bailey
Mr. Peter Buechi
Mr. George Harris

~~A. English~~/S. Mittal

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, Room 267
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-9280 • **FAX:** (518) 457-7743
Website: www.dec.state.ny.us

Environmental Conservation 30 YEARS
John P. Cahill
Commissioner

MEMORANDUM

TO: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation

FROM: George Harris, Chief, Western Field Services Section
THRU: H. Richard Koelling, Director, Bureau of Construction Services

SUBJECT: Work Assignment Amendment Conceptual Approval under State Superfund Standby Contracts, Pelican Manufacturing Site #907010, Chautauqua County

DATE: AUG - 1 2000

Approvals: **Contract Section** _____ **Date** 8/1/2000
Division Director _____ **Date** 8/4/00

A Standby Contract Work Assignment (D003821-01) with Earth Tech Environment and Infrastructure, Inc. (Earth Tech) for performing remedial construction, remedial construction management, and operation and maintenance (O&M) services at the subject site was approved in December 1997 with a budget of $631,744.00. This memo provides you with a project update and seeks your conceptual approval to amend the work assignment budget by $101,562 for a total revised budget of $733,306.

FUND NAME AND COST CENTER:

Fund Name: 1986 EQBA
Cost Center: 777738 94

GENERAL DISCUSSION AND JUSTIFICATION:

The 1.3 acre Pelican Manufacturing Site (Site) is located in the City of Jamestown, Chautauqua County, New York. A now deteriorating, 10,000 ± square foot building on-site was once used from early 1970s to 1987 as a metal fabricating and finishing business, first by A.M.S. Co., (1971-1979) and then by Pelican Manufacturing, Inc. In 1993, the City of Jamestown foreclosed on the property for non-payment of taxes. Spills and disposal of the degreasing solvents in and around the building have resulted in the contamination of soils and groundwater at the site by volatile organic compounds. A Record of Decision (ROD) was signed on March 22, 1995, and selected a remedy consisting of groundwater extraction and treatment in conjunction with a soil vapor extraction (SVE) system to remediate the contamination. According to the ROD the treatment system is anticipated to be in operation for two (2) to ten (10) years following construction.

Beginning in August 1996 the remedial design of the selected remedy was prepared by Rust Environment & Infrastructure, Inc. (Rust) under the State Superfund Standby Contract Program. A performance based approach to designing and building the selected remedy was undertaken. As part of that approach Rust prepared limited design documents that established performance requirements for each component of the remedy, prepared a cost estimate to construct and operate the system, and solicited bids from qualified contractors to construct and initially operate the system for one year. Following the bid solicitation process and approval by the Office of the State Comptroller (OSC) formal notice to proceed was granted to Earth Tech on December 29, 1997 to proceed with remedial construction, remedial construction management, and O&M services at the subject site with a budget of $631,744. Remedial Construction by Treatek-CRA (CRA), contracted by Earth Tech, was conducted from June 1998 through January 1999. O&M of the treatment system has continued uninterrupted since that time. There are currently budgeted funds in the work assignment to continue O&M of the treatment system through September 2001.

This work assignment amendment includes change order items totaling $23,773 required by CRA to complete the construction phase of the work, additional engineering/inspection services by Larsen Engineers (M/WBE) in the amount of $53,219, and payment of utilities not in original budget in the amount of $30,068. The department received credits in the amount of ($5,498) associated with Earth-Tech Direct and Indirect Labor costs, non-salary costs, and equipment rental.

In February 2000 Earth Tech evaluated the performance of the treatment system and concluded that it is satisfactorily remediating soil and groundwater. However, the existence of a VOC source area (~ 650 CY) below the former solvents room within a portion of the deteriorating building appears to be contributing to the groundwater plume and may extend system treatment an extensive period of time in order to achieve remediation in accordance with the ROD. As such, Earth-Tech recommended that the Department evaluate demolishing the collapsing site structure to remove the source and shorten the required treatment time, and possibly result in the property being put back into productive use by the City of Jamestown.

Based on that recommendation, the City of Jamestown was approached with the assistance of Region 9 DER staff to pay for the costs of the demolition (~ $149,000) in February 2000. The City indicated that it would pursue demolition, but funding from Community Block Grants would not become available until first quarter 2001. DER reviewed the matter and decided that operation of the existing treatment system should continue through 2000 as long as the building structure does not collapse and hinder O&M activities. DER will make concurrent efforts to secure agreements with the City to demolish and dispose of the building structure during the first quarter of the year 2001. Once the building is removed the Department will evaluate the necessity of further operations and compare those costs to a source removal effort.

We recommend that you conceptually approve the work assignment amendment at the Pelican Manufacturing Site since this work is necessary and reasonable.

ALTERNATIVE:

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

AFFIRMATIVE ACTION ISSUES:

Goals to be incorporated in the contract amendment:

Minority Owned Business Enterprise (MBE)	15%	
Women Owned Business Enterprise (WBE)	5%	
Equal Employment Opportunities	Female 10%	Minority 10%

DEC ORGANIZATIONAL UNITS AND/OR STATE AGENCIES INVOLVED:

Division of Environmental Remediation

DEC ATTORNEY AND POTENTIAL LEGAL ISSUES:

Contract Attorney - Meta Murray
Project Attorney - Glen Bailey

OTHER ISSUES:

None

cc: B. Moulhem

DJC/mj
bcc: R. Lupe
G. Harris/D. Chiusano
A. English/S. Mittal
D. Norvik
M. Doster - NYSDEC, Region 9
G. Bailey - NYSDEC, Region 9
R. Koelling
E. Belmore
Dayfile
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New York State Department of Environmental Conservation
Division of Environmental Remediation, Region 9
270 Michigan Avenue, Buffalo, New York, 14203-2999
Phone: (716) 851-7220 • **FAX:** (716) 851-7226
Website: www.dec.state.ny.us

John P. Cahill
Commissioner

February 14, 2000

The Honorable Samuel Teresi
Mayor, City of Jamestown
Municipal Building
Jamestown, New York 14701

Dear Mayor Samuel Teresi:

Pelican Manufacturing Site #907010
Jamestown (c), Chautauqua County

It was a pleasure to meet with you and your staff on the Pelican Manufacturing site on February 7, 2000. At this meeting, the DEC took the opportunity to update you and your staff on the progress and difficulties of remedial efforts at this site, as well as explore the City's role in razing the existing structure. After our meeting, I followed up on the items we discussed and would like to inform you of our progress.

It is our understanding that the City would pursue demolition of the structure in question, however, funding from Community Development Block Grants would not be available until first quarter 2001. DEC has reviewed the matter and has determined that operation of the soil vacuum/groundwater extraction system will be continued in the short term as long as the structure does not collapse and hinder maintenance activities. As discussed in detail at our meeting, demolition of the structure would allow DEC to evaluate alternate remedial techniques that may allow for quicker remediation by allowing complete access to contaminated soils currently under the existing building structure. The demolition would also allow a comprehensive evaluation of all site soils which, when remediated, could result in the property being put back into productive use. Therefore, the Department would encourage the City to pursue funding to accomplish the demolition as soon as is practicable. I have attached information from our engineering consultant, Earth-Tech, regarding the demolition of the building.

It is understood from the meeting that the City would like to discuss the legal issues associated with pursuing demolition and putting the property back into productive use. I suggest that your office contact Mr. Glen Bailey of our Division of Environmental Enforcement at (716)851-7050.

With respect to questions regarding financing for the demolition/disposal, we had discussed funding opportunities through the Environmental Facilities Corporation (EFC). EFC can help municipalities finance environmental remediation projects that protect water quality by offering long term, low interest loans. I suggest you contact them at (800)882-9721.

In summary, the DEC intends to operate the existing system through the remainder of 2000 with the understanding that the City will concurrently pursue demolition and disposal of the structure. Once the structure is removed, DEC is committed to evaluating alternate cost effective measures with the objective to speed up the clean up of this site in an effort to prepare the site for productive re-use.

Please feel free to contact me or Mr. Gerry Pietraszek at (716) 851-7220 if there are any questions. I will be contacting Mr. Jeffrey Lehman of the City's Department of Public Works in the near future to discuss this matter further. Your attention to this matter is appreciated.

Sincerely,

Martin L. Doster

Martin L. Doster, P.E.
Regional Hazardous Waste Remediation
Engineer

MLD:lj

Attachment

cc: Mr. Glen Bailey, Environmental Enforcement
Mr. Jeffrey Lehman - Jamestown Department of Public Works

12 Metro Park Road, Albany, New York 12205

A. English

SM

February 3, 2000

Mr. Dave Chiusano
New York State Department
Of Environmental Conservation
Construction Services
50 Wolf Road
Albany, New York 12205

- 4

Subject: **Pelican Manufacturing Remediation Site**
NYS DEC Site No. 9-07010
Earth Tech Project No. 32375.10.100

Dear Mr. Chiusano:

Telephone
518.458.1313
Facsimile
518.458.2472

Pursuant to our meeting on January 21, 2000, I wanted to follow up with our recommendations for future action at the Pelican Manufacturing Remediation Site, in Jamestown, New York. As we discussed, we recommend demolition of the former Pelican Manufacturing building and excavation and disposal of impacted soils below the former solvent room. Our recommendation is based on the opinion that this structure is in imminent danger of collapsing, which precludes any work within the building and fact that the impacted soils under the former solvents room appear to be the primary source of groundwater contamination.

As you know, Earth Tech had a subconsultant perform a building survey to determine the extent of any asbestos abatement that would have to be undertaken as a result of a building demolition action. The following quantities and types of asbestos were found within the building:

- 296 SF ACM Tile (Non Friable)
- 156 SF ACM Mastic (Non Friable)
- 9,050 SF ACM Built Up Roofing (Non Friable)

Given the buildings advanced stated of deterioration it is our opinion that the ACM cannot be removed safely prior to demolition.

However, all the asbestos present is non friable, which means that we should be able to successfully petition the New York State Department of Labor (NYS DOL) for a site specific variance for relief of certain sections of Industrial Code Rule (ICR) 56, thereby reducing the costs associated with the predemolition removal of the ACM. The petition would be contingent upon an official building condemnation by the City of Jamestown, which we believe could be easily obtained through our preliminary discussions with the City.

Per your request, we evaluated two options; (1) demolition of the entire structure and (2) demolition of the northern portion of the structure.

Mr. Dave Chiusano
New York State Department of Environmental Conservation
February 4, 2000

Option 1

Earth Tech has estimated the costs to demolish the entire building structure at:

- Demo	$51,250
- Asbestos Portion	$10,000
- Disposal	$65,000
- Contingencies, Engineering, Permits	$22,500
	$149,000

This cost would require the NYS DOL to grant a site-specific waiver of the asbestos abatement and allow most of the demolition debris to be handled as C&D material. Please note that the final costs for the asbestos portion of the project will be contingent upon the issuance of a waiver by the NYS DOL.

Option 2

Alternatively, the Department may wish to consider demolishing only the northern most portion of the building where significant concentrations of the contaminants of concern have been found. This area contains the treatment process piping and wells and is most frequently entered by the remediation system operators.

In this scenario, demolition costs would be greatly reduced by two significant factors, lower total C&D debris disposal tipping fees and the less extensive site work that would have to be performed to demolish the structure. However, there would be additional expenses associated with this option such as bracing and securing the remaining portion of the building against unauthorized entry. A structural analysis of the facility would have to be performed to determine if the demolition of a portion of the building is feasible and the extent of bracing needed to shore the building during the remainder of the project.

Earth Tech has estimated the costs to demolish the northern portion of the building structure at:

- Demo	$35,450
- Asbestos Portion	$10,000
- Disposal	$32,500
- Bracing	$15,000
- Contingencies, Engineering, Permits	$30,000

$122,950

Please note that the outlined costs and success of this option is contingent upon the NYS DOL granting a site-specific variance and the completion of a structural analysis which supports the proposed partial demolition. The $15,000 line item for bracing is budgetary at this time and is contingent upon a structural analysis.

As we discussed, we have some concerns about demolishing only a portion of the building in that numerous liability concerns regarding the still remain associated with the free standing condemned portion of the former Pelican Manufacturing building. Second, due to the buildings current condition, a the entire structure may be compromised in an effort to demolish only a portion of the facility and the Department may be required to demolish the entire structure in any event. This may require the duplication or modification of a site-specific variance for asbestos abatement and lengthen the duration of the project resulting in higher costs.

Building Demolition Recommendations

It is this office's opinion that the Department should pursue the demolition of the entire building structure. If the Department wishes to have the City of Jamestown provide in kind services or funding to cover disposal costs, the cost for removing the entire structure becomes less than removing only a portion. Based on the above cost estimates, if the City of Jamestown contributes a minimum of $26,050 towards this project, the cost for removing the entire structure is equal to the cost for removing only a portion of the building.

Secondly, this office has concerns regarding liability to the Department with leaving a portion of a building in this condition on site. Precluding unauthorized access to the building would have to addressed and mitigated as well as future structural failures. By investment of the capital to demolish the entire structure, the Department may limit future costs.

Contaminated Soil Removal

Following demolition of the building it will be possible to achieve significant removal through removal of impacted soils below the former solvents room. Based on the original RI/FS prepared by this office, we estimate the volume of impacted soil to be a total of 650 cubic yards (CY). This office recently revisited that estimate and determined that it is a reasonable, based on removing soil underneath the build in the area of the solvents room (approximately 40' x 40' area) to a depth of approximately 10 feet deep. The treatment system on site can be utilized to treat contaminated groundwater if dewatering needs to be performed.

Mr. Dave Chiusano
New York State Department of Environmental Conservation
February 4, 2000

Earth Tech has estimated the costs for the removal of 650 CY of contaminated soil as:

- Excavation, Disposal Costs	$223,925
- Engineering Oversight	$30,000
	$253,925

Based on recent sampling of groundwater in the SVE wells on site, there is still a significant concentration of contaminates of concern in the vicinity of SVE 21 (located in the solvents room) and in downgradient wells directly in line with SVE 21. Outlying wells, such as SVE 15 and SVE 2, contained very little or no contaminates of concern in the groundwater. This is an indication that the treatment system is working on remediating the soil and groundwater, however, the solvents room hot spot appears to be contributing to the groundwater plume being intercepted by the downgradient SVE wells.

Since Earth Tech has only been operating the system for a year, we can not quantify the success and rate at which the soil and groundwater is being treated, however, based on our experience it appears that system, in its current condition, will need to be operated for an extensive time period to achieve remediation to an acceptable level. If removing the hot spot shortens the operating period by four and a half years, it is economically justifiable based on an annual O&M budget of $55,000.

If you have any questions regarding this project please do not hesitate to contact this office at 435-7275, so that I may be of assistance.

Very truly yours,

Earth Tech, Inc.

Robert E. Ostapczuk
Environmental Engineer

Cc: Mr. Charles K. Bartlett, P.E., Earth Tech
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S. MITTAL
BWRA

MEMO

Date: January 21, 2000

To: Dave Chusaino, NYS DEC cc: Chuck Bartlett, P.E.

From: Robert Ostapczuk

Subject: **Pelican Manufacturing Site Remediation January Meeting**

JAN 20

1. Building Demolition

- 296 SF ACM Tile — Non Friable
- 156 SF ACM Mastic — Non Friable
- 9,050 SF ACM Built Up Roofing — Non Friable
- Recommend Site Specific Variance (Mod. AV106)
  - Need Building Condemnation Letter
  - Support from City of Jamestown?
  - All C&D waste
  - Reduced air monitoring
  - Fenced work area
  - No wastewater collection
  - Demo to be performed by unlicensed contractors
  - Licensed Asbestos Contractor on site w/ remote decon
- Costs
  - Demo — $51,250
  - Asbestos Portion — $10,000
  - Disposal — $65,000
  - Contingencies, Engineering, Permits — $22,500

  $149,000
- Contaminated Soil Removal
  - 650 CY (845 Ton, RI/FS)
  - Listed Waste
  - Excavation and Disposal Costs — $211,250
  - Engineering Oversight — $30,000

  $241,250

2. Annual O&M Costs = +/-$60,000
3. Clean Up Goals
   - Recent SVE Groundwater Sampling
   - Trends?
   - Benzene
4. Work Plan Modification
5. Deliverables

\\ALBS01\data\WORK\32375\pm\January Meeting Adgenda.doc

PARADIGM

ENVIRONMENTAL SERVICES, INC.

December 10, 1999

Mr. Brian Kramer
CRA Services
2055 Niagara Falls Boulevard
Suite #3
Niagara Falls, NY 14304

Dear Mr. Kramer:

Paradigm Environmental Services, Inc. was retained by *CRA Services* to perform bulk asbestos sampling at **Pelican Manufacturing, Jamestown, New York.**

Paradigm's inspector, William King, AH #89-00924, collected six bulk asbestos samples from the site on December 3, 1999.

The following materials sampled were reported to be asbestos containing according to the State of New York DOH ELAP Method 198.1, "Polarized-Light Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples":

Foyer	***Tan 12 x 12 Floor Tile***	***140***	***square feet***
Office Area	***Green 9 x 9 Floor Tile & Black Mastic***	***156***	***square feet***
Roof	***Black Roof Membrane***	***9,050***	***square feet***

The roof flashing material (Lab ID #79500) was reported to be non-asbestos containing through Polarized Light Microscopy analysis (PLM). As defined by the New York State Department of Health, PLM analysis is not consistently reliable in detecting asbestos in non-friable organically bound material. The roof flashing is a non-friable, organically bound material and was subsequently tested through Transmission Electron Microscopy (TEM) and was confirmed to be non-asbestos containing.

Enclosed are the laboratory reports and maps that identify where the samples were taken at Pelican Manufacturing.

If I can be of any further assistance please feel free to contact me at (716) 647-2530.

Sincerely,

William T. King
Director of Field Operations

PARADIGM Environmental Services, Inc.

179 Lake Avenue Rochester, New York 716-647-2530 FAX 716-647-3311

Client: CRA Services
Location: Pelican Manufacturing Site
Jamestown, New York
Sample Date: 12/03/1999

Job No: 103677
Page: 1 of 1

Client ID	Lab ID	Sampling Location	Description	Asbestos Fibers Type & Percentage	Total Asbestos	TEM	Non-Asbestos Fibers Type & Percentage	Matrix Material %
FT-A.1	79495	Foyer	Tan Fibrous 12" x 12" Floor Tile	Chrysotile 14%	14%		None Detected	86%
FT-B.1	79496	Office Area	Green Fibrous 9" x 9" Floor Tile	Chrysotile 12%	12%		None Detected	88%
M-B.1	79497	Office Area	Black Floor Tile Mastic from Sample 79496	None Detected	0%	*	Cellulose 2%	98%
DW-A.1	79498	Interior Wall & Ceiling	Grey Fibrous 4' x 8' Drywall	None Detected	0%		Cellulose 15%	85%
RM-A.1	79499	Roof Membrane	Black Fibrous Roof Membrane	Chrysotile 9%	9%		Cellulose 38%	53%
RF-A.1	79500	Roof Flashing	Black Fibrous Roof Flashing	None Detected	0%	*	Cellulose 39%	61%

ELAP ID No.: 10958

The samples were analyzed by Polarized Light Microscopy, according to the State of New York DOH ELAP Method 198.1 ("Polarized-Light Microscope Methods for identifying and quantifying asbestos in bulk samples").

"Polarized Light Microscopy is not consistently reliable in detecting asbestos in non-friable, organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing

Date Analyzed: 12/06/1999
Microscope: Olympus BH-2 #232953
Analyst: *Mary Dohr*

Laboratory Results Approved By: M. Dohr

File ID: 103677p1.xls

12/10/1999

PARADIGM Environmental Services, Inc. 179 Lake Avenue Rochester, New York 716-647-2530 FAX 716-647-3311

T.E.M. Results

Client: CRA Services
Location: Pelican Manufacturing Site, Jamestown, New York
Sample Date: 12/03/1999
Job No: 103677
Page: 1 of 1

				TEM Analysis	
Client ID	Lab ID	Sampling Location	Description	Total Asbestos	Asbestos Type
RF-A.1	79500	Roof Flashing	Black Fibrous Roof Flashing	<1.0%	None Detected

ELAP ID No.: 10984

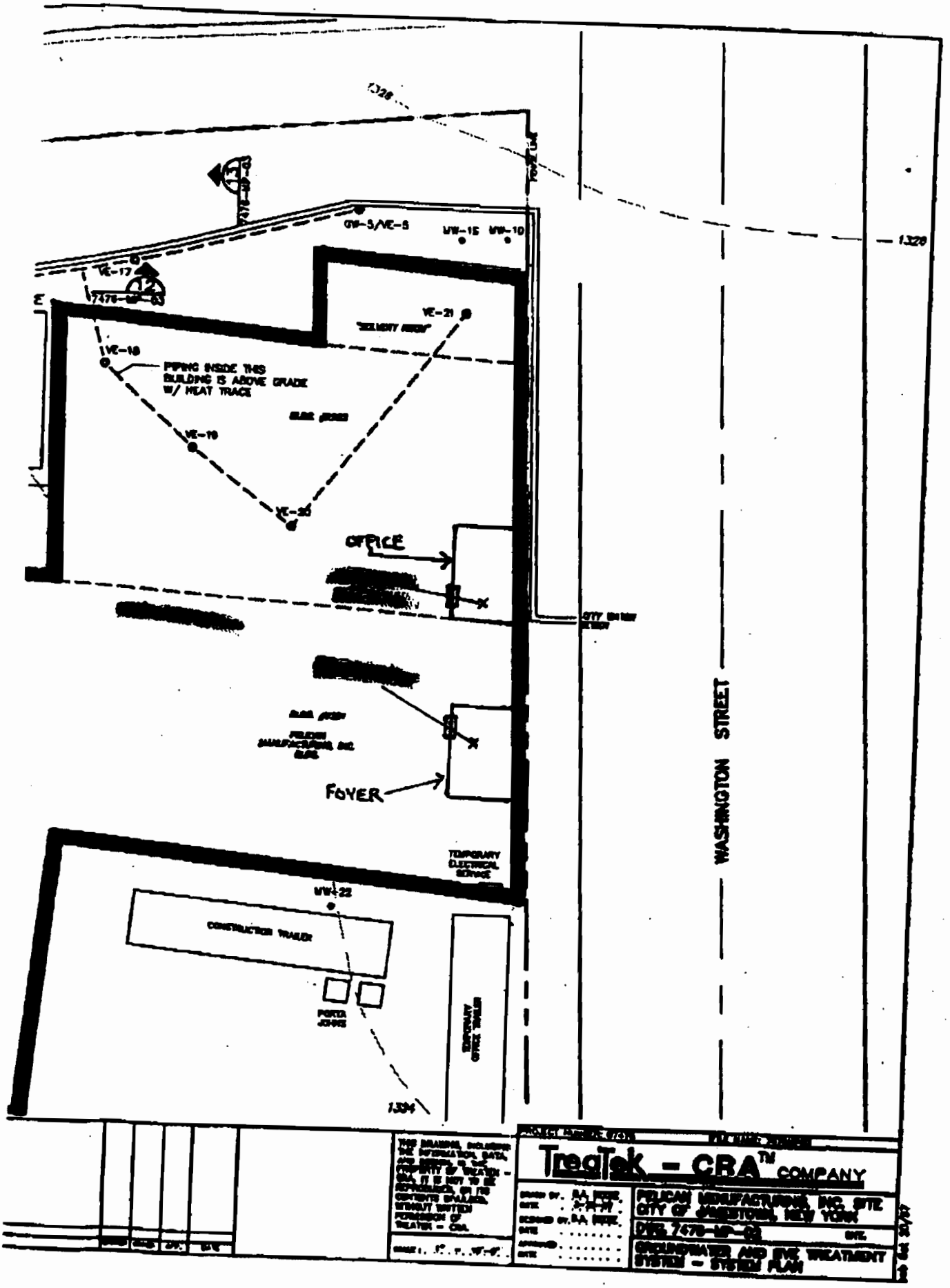
These samples were analyzed by Transmission Electron Microscopy, according to the State of New York DOH ELAP Method 198.1 and 198.4

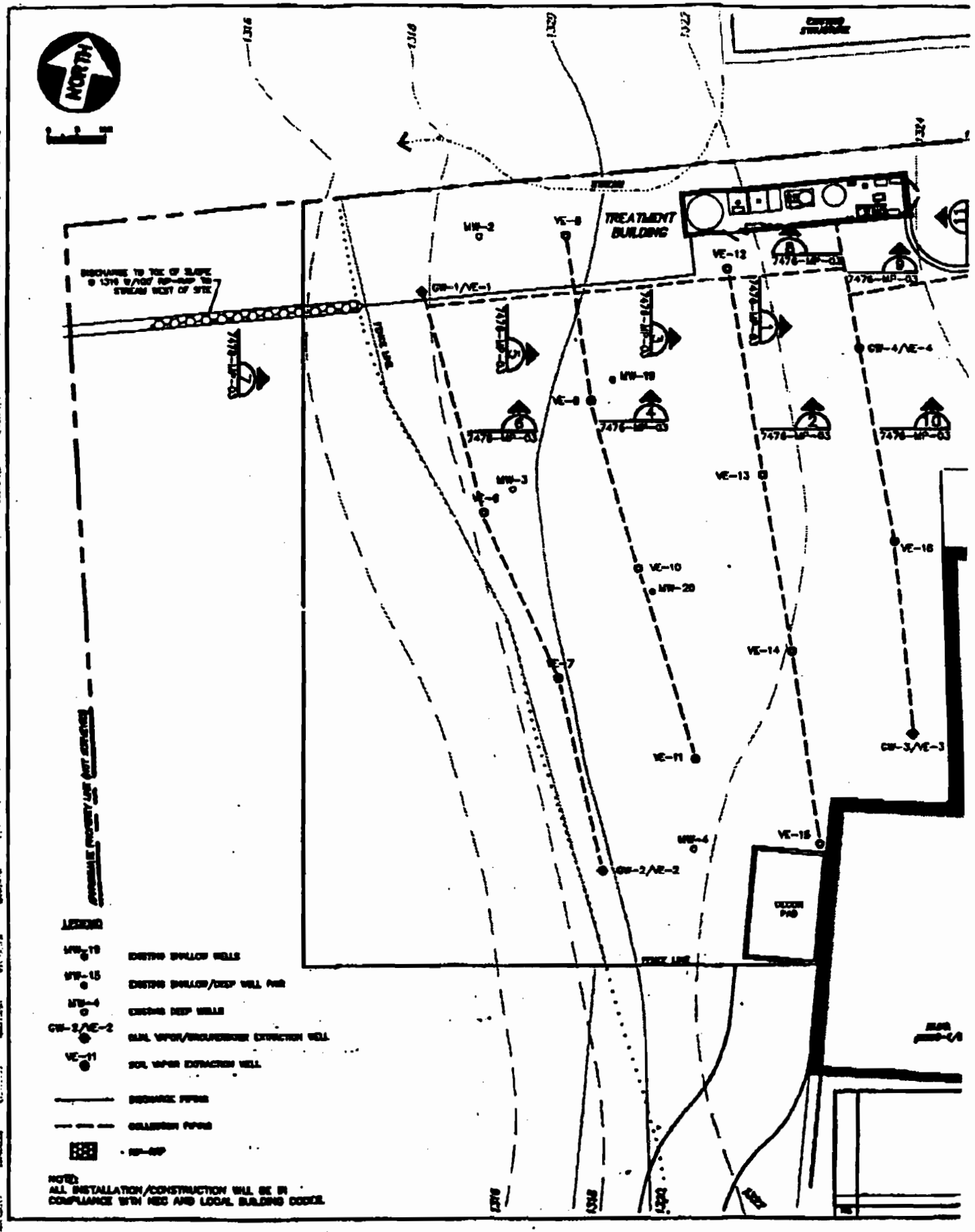
"TEM ANALYSIS ONLY PERFORMED BY SCIENTIFIC LABORATORIES INC."

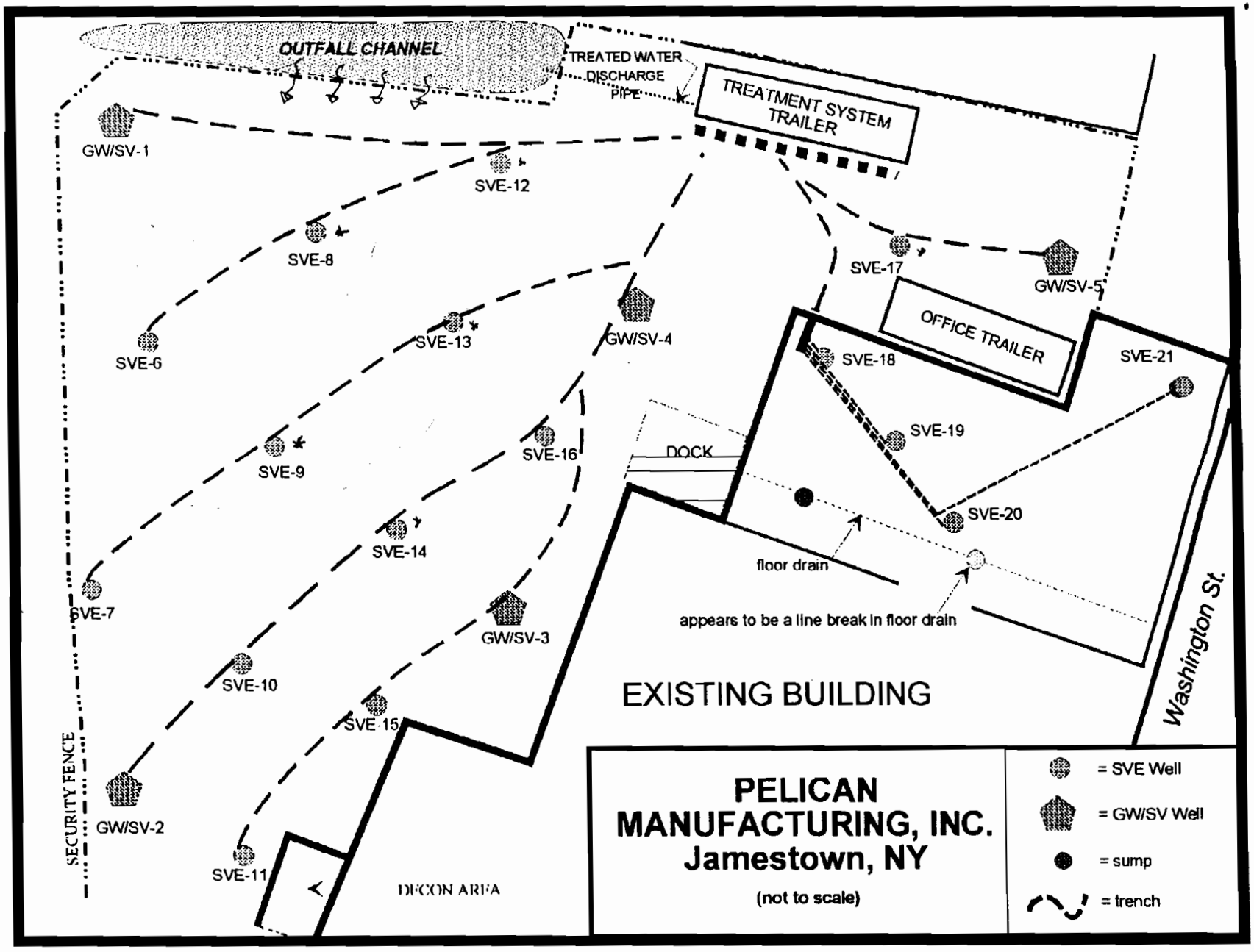
Date Analyzed: 12/08/1999
Analyst: *Rob Fleet*

Laboratory Results Approved By:

File ID: 103677p1.xls


1328
VE-20
GW-5/VE-5
MW-15
MW-10
1320
VE-17
VE-21
VE-18
PIPING INSIDE THIS BUILDING IS ABOVE GRADE W/ HEAT TRACE
VE-19
VE-20
OFFICE
FOYER
WASHINGTON STREET
TEMPORARY ELECTRICAL SERVICE
MW-22
CONSTRUCTION TRAILER
1304
TreaTek - CRA™ COMPANY
PELICAN MANUFACTURING, INC. SITE
CITY OF JAMESTOWN, NEW YORK
DWG. 7478-MP-03
GROUNDWATER AND SVE TREATMENT SYSTEM - SYSTEM PLAN


NORTH
TREATMENT BUILDING
MW-2
VE-9
VE-12
GW-1/VE-1
GW-4/VE-4
MW-19
VE-8
MW-3
VE-13
VE-16
VE-10
MW-20
VE-14
VE-7
VE-11
GW-3/VE-3
MW-4
VE-15
GW-2/VE-2
VACUUM PUMP
LEGEND
EXISTING SHALLOW WELLS
EXISTING SHALLOW/DEEP WELL PAIR
EXISTING DEEP WELLS
DUAL VAPOR/GROUNDWATER EXTRACTION WELL
SOIL VAPOR EXTRACTION WELL
DISCHARGE PIPING
COLLECTION PIPING
NOTES:
ALL INSTALLATION/CONSTRUCTION WILL BE IN COMPLIANCE WITH REG AND LOCAL BUILDING CODES


OUTFALL CHANNEL
TREATED WATER DISCHARGE PIPE
TREATMENT SYSTEM TRAILER
GW/SV-1
SVE-12
SVE-8
SVE-17
GW/SV-5
OFFICE TRAILER
SVE-6
SVE-13
GW/SV-4
SVE-18
SVE-21
SVE-19
SVE-9
SVE-16
DOCK
SVE-14
SVE-20
floor drain
SVE-7
GW/SV-3
appears to be a line break in floor drain
SVE-10
EXISTING BUILDING
SVE-15
Washington St.
SECURITY FENCE
GW/SV-2
SVE-11
DECON AREA
PELICAN MANUFACTURING, INC.
Jamestown, NY
(not to scale)
= SVE Well
= GW/SV Well
= sump
= trench
N

Pelican Manufacturing Superfund Remediation Site
October, 6 1999 Groundwater Sampling Event

Analyte	VE-1	VE-2	VE-3	VE-4	VE-5	VE-6	VE-7	VE-8	VE-9	VE-10	VE-11
Vinyl chloride	**220**	ND	ND	**11**	ND	**7**	**62**	ND	**92**	**58**	ND
Chloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	8	6	ND
Carbon Disulfide	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
trans-1,2-Dichloroethene	8	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	6	ND
cis-1,2-Dichloroethene	**2,200**	ND	**43**	**420**	**44**	**9**	**130**	**140**	**730**	**950**	**6**
Methly ethyl ketone	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1,1-Trichloroethane	ND	ND	ND	**17**	ND	ND	ND	ND	**18**	**200**	ND
Benzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Trichloroethene	**28**	ND	**8**	**250**	**17**	**23**	**48**	**85**	**160**	**960**	ND
Toluene	ND	ND	ND	ND	ND	ND	ND	ND	ND	**330**	ND
1,1,2-Trichloroehtane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Tretachloroethene	ND	ND	ND	ND	8	ND	ND	7	ND	6	ND
Ethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	93	ND
Xylenes (t)	ND	ND	ND	ND	ND	ND	ND	ND	ND	360	ND
Isopropylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
n-Propylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,2,4-Timethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

Data:
US EPA Method 624 Modified
Report units - ug/l

Contaminant of concern
Vapor extraction well meeting Clean up goals
Contaminant of concern above clean up goals

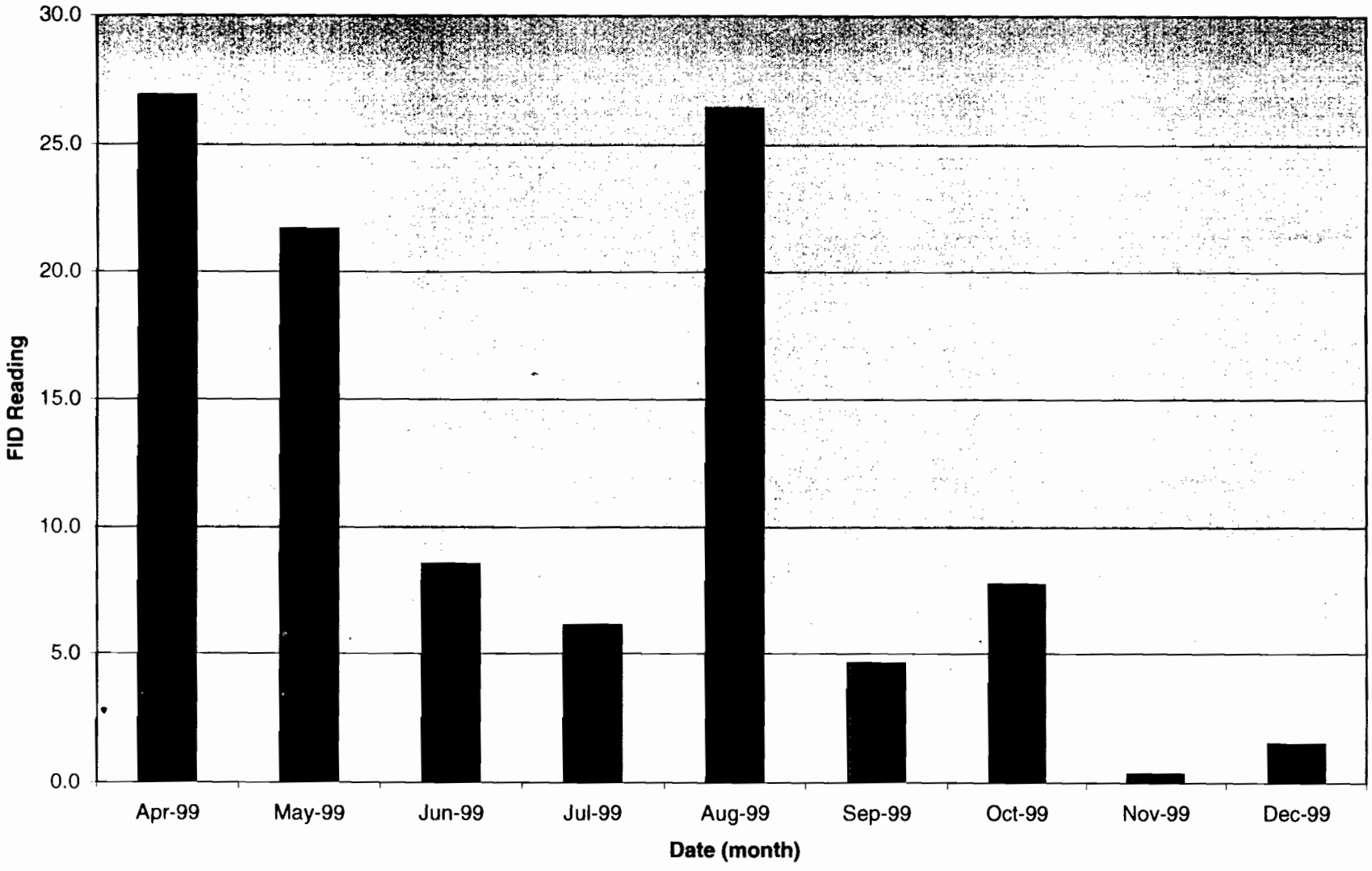
Pelican Manufacturing Superfund Remediation Site
October, 6 1999 Groundwater Sampling Event

Analyte	VE-12	VE-13	VE-14	VE-15	VE-16	VE-17	VE-18	VE-19	VE-20	VE-21
Vinyl chloride	ND	ND	ND	ND	ND	**180**	**85**	ND	ND	**200**
Chloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	ND	ND	ND	ND	ND	6	5	ND	ND	98
Carbon Disulfide	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
trans-1,2-Dichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	8
1,1-Dichloroethane	ND	ND	ND	ND	ND	7	9	95	ND	97
cis-1,2-Dichloroethene	**19**	**68**	**81**	5	**15**	**1,900**	**1,100**	ND	**81**	**4,000**
Methly ethyl ketone	ND	ND	ND	ND	ND	ND	ND	10	ND	ND
1,1,1-Trichloroethane	ND	ND	5	ND	ND	**55**	**100**	ND	ND	**4,100**
Benzene	ND	ND	ND	ND	ND	ND	ND	150	ND	ND
Trichloroethene	**30**	**66**	**50**	5	**18**	**130**	**260**	ND	**150**	**10,000**
Toluene	ND	ND	ND	ND	ND	ND	ND	ND	ND	**2,600**
1,1,2-Trichloroehtane	ND	ND	ND	ND	ND	ND	ND	ND	ND	47
Tretachloroetherie	8	ND	ND	ND	ND	20	ND	ND	ND	35
Ethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	2,400
Xylenes (t)	ND	ND	ND	ND	ND	ND	ND	ND	ND	6,300
Isopropylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	25
n-Propylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	8
1,3,5-Trimethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	12
1,2,4-Timethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	34

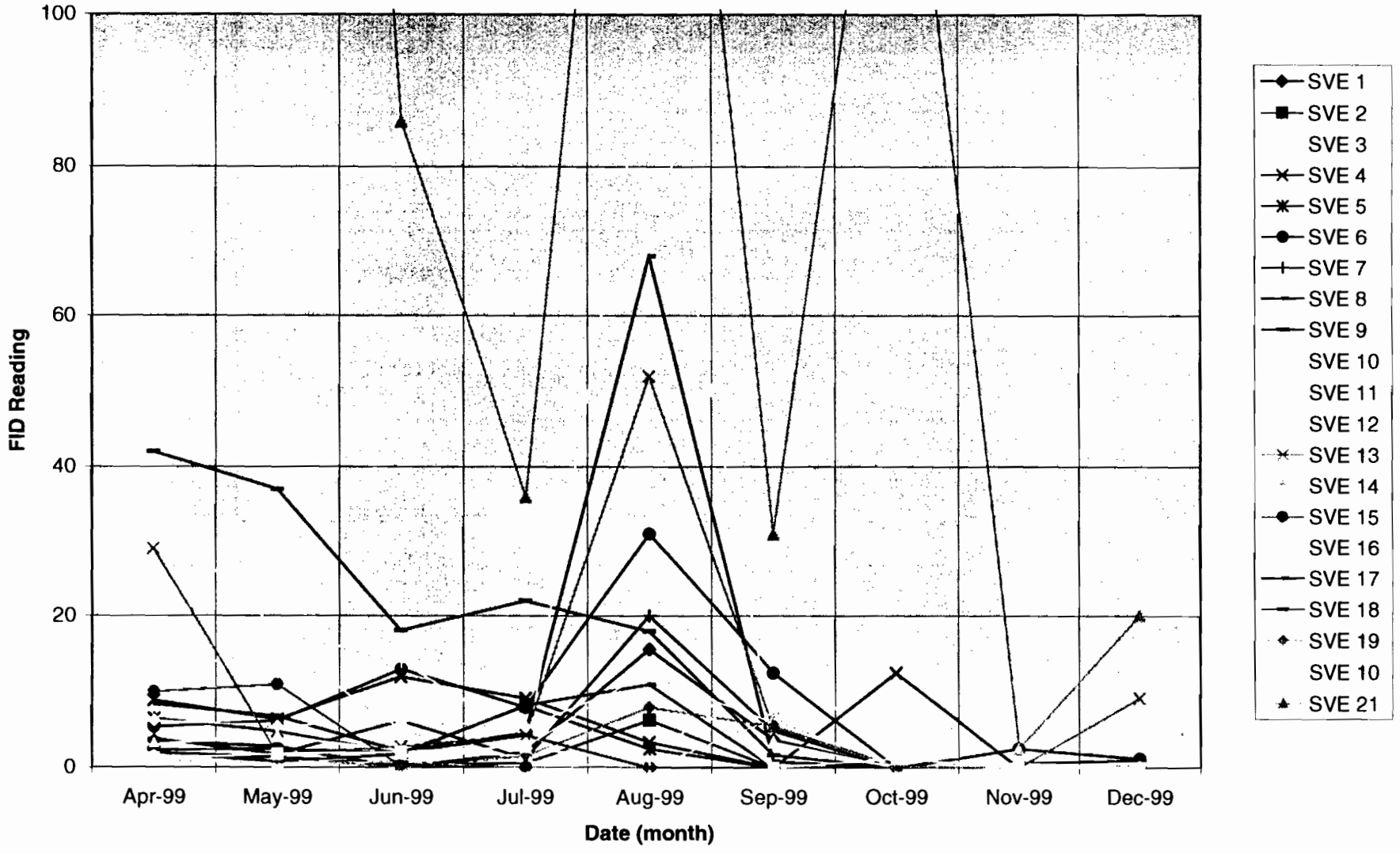
Data:
US EPA Method 624 Modified
Report units - ug/l

Contaminant of concern
Vapor extraction well meeting Cleam up goals
Contaminant of concern above cleam up goals

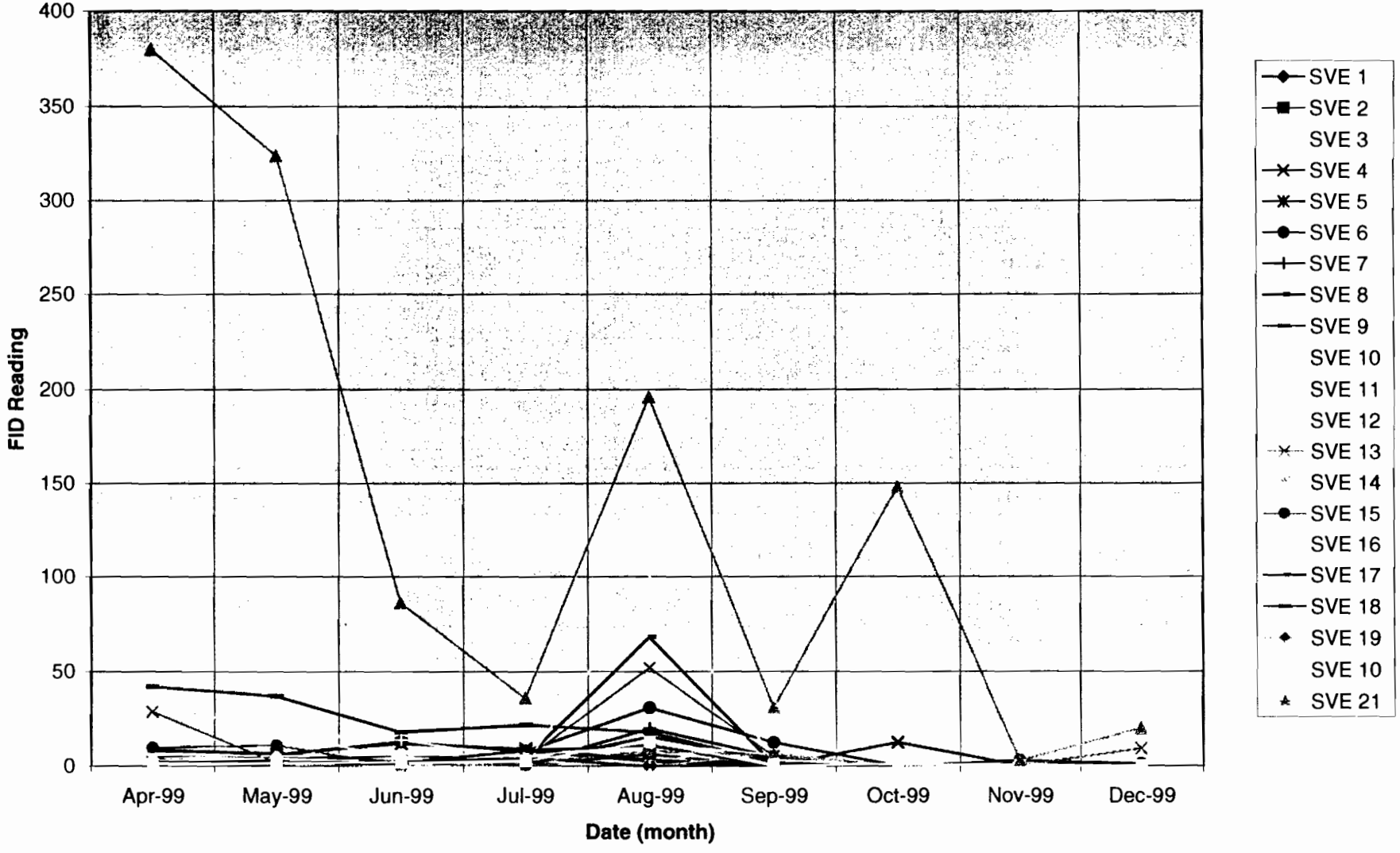
Average Site FID Readings



Monthly FID Readings per Individual SVE Well



Monthly FID Readings per Individual SVE Well



Pelican Manufacturing Site
Historical FID Readings

SVE Well	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Average
1		3.5	2.8	0	2.1	15.6	3.7	0	0	0	**3.5**
2		2	1.4	0.4	0.6	6.3	0	0	0	0	**1.3**
3		1.5	0.5	1.8	2.7	0.6	15.8	0	0	0	**2.9**
4		8.9	6.4	12	9.2	3.4	0	12.5	0	0	**6.6**
5		6.5	4.8	2	8.2	2.5	0	0	0	0	**3.0**
6		5.4	6.2	13	8	31	12.5	0	2.5	1.2	**9.8**
7		3.8	1.8	6.2	1.2	20	4.9	0	0	0	**4.7**
8		8.4	6.8	2.2	4.6	68	0.8	0	0.6	0	**11.4**
9		42	37	18.1	22	18	1.7	0	0.6	1	**17.4**
10		6.2	5.5	6.2	5.4	12	6	0	0.6	0	**5.2**
11		12	16	5.1	0.8	0.1	0	0	0	0	**4.3**
12		3.1	4.1	2.3	1.6	97	3.4	0	0	0	**13.9**
13		29	1.8	2.8	4.3	52	5.2	0.1	0	9.2	**11.9**
14		1	0.7	0.7	0	0	6.5	0	0	0	**1.1**
15		10	11	0.2	0.1	0	0	0	0	0	**2.7**
16		34	18	13.9	4.1	0	0	0	0	0	**8.8**
17		1.9	0.8	1.8	8.3	11	0	0	0	0	**3.0**
18		2.3	2.5	2	4.3	0	0	0	0	0	**1.4**
19		1.7	1.2	0	1.6	8	5.5	0.2	0	0.2	**2.3**
20		1.2	1.8	2.1	2.8	13	0	1.2	0	0	**2.8**
21		380	324	86	36	196	31	148	2.6	20	**150.5**
Site Average		**26.9**	**21.7**	**8.5**	**6.1**	**26.4**	**4.6**	**7.7**	**0.3**	**1.5**	

Pelican Manufacturing Site
Historical Groundwater Elevations

SVE Well	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Average
1	1313.14	1312.92	1313.03	1313.09	1312.97	1311.25	1312.36	1312.3	1313.45	1312.4	**1312.7**
2	1313.3	1313.16	1313.25	1313.3	1313.19	1313.1	1313.09	1313.61	1313.38	1313.19	**1313.3**
3	1303.9	1303.95	1303.92	1304.34	1303.95	1310.16	1303.92	1315.79	1309.73	1309.84	**1306.6**
4	1302.95	1302.98	1302.88	1305.13	1302.95	1304.44	1302.88	1316.01	1311.89	1302.88	**1305.8**
5	1304.42	1304.4	1304.39	1304.39	1304.39	1304.48	1309.36	1316.4	1304.68	1309.36	**1306.3**
6	1312.97	1312.56	1312.75	1312.85	1312.71	1312.67	1313.01	1312.96	1312.98	1313.02	**1312.8**
7	1312.57	1312.24	1312.41	1312.43	1312.38	1312.61	1312.61	1312.57	1312.62	1312.6	**1312.5**
8	1309.98	1309.26	1310.26	1309.75	1310.03	1309.11	1309.1	1315.25	1315.28	1312.01	**1310.9**
9	1308.85	1308.02	1308.46	1309.66	1308.42	1308.77	1311.25	1313.71	1313.8	1312.85	**1310.1**
10	1308.22	1306.68	1307.74	1310.06	1308.95	1308.73	1311.21	1313.67	1313.4	1311.68	**1309.9**
11	1313.82	1313.61	1313.22	1313.72	1313.41	1313.59	1313.65	1313.72	1313.72	1313.39	**1313.6**
12	1314.27	1313.95	1313.71	1313.25	1313.41	1313.64	1313.8	1315.84	1315.3	1314.56	**1314.1**
13	1313.39	1313.1	1313.09	1313.13	1313.29	1313.33	1313.69	1316.04	1315.15	1314.48	**1313.8**
14	1308.14	1307.55	1308.42	1309.65	1308.21	1309.95	1311.24	1313.4	1313.2	1313.16	**1310.0**
15	1313.51	1313.68	1313.79	1314.31	1314.1	1313.94	1314.46	1314.17	1314.4	1314.07	**1314.0**
16	1313.3	1313.25	1313.26	1313.48	1313.57	1315.04	1314.09	1316.19	1314.87	1314.58	**1314.1**
17	1312.62	1313.37	1312.7	1312.92	1312.71	1312.42	1312.55	1315.63	1314.83	1314.25	**1313.3**
18	1316.98	1316.83	1316.25	1317.33	1316.96	1316.63	1316.38	1318.43	1317.6	1317	**1317.0**
19	1317.52	1317.17	1316.94	1317.74	1317.23	1317.2	1316.95	1318.54	1317.87	1317.43	**1317.5**
20	1317.82	1317.55	1317.62	1317.89	1317.58	1317.85	1317.57	1318.76	1318.32	1318.04	**1317.9**
21	1318.49	1318.14	1317.92	1317.95	1317.88	1318.45	1318.17	1318.94	1318.72	1318.47	**1318.3**
Site Average		**1311.6**	**1311.7**	**1312.2**	**1311.8**	**1312.3**	**1312.4**	**1315.3**	**1314.1**	**1313.3**	

Pelican Manufacturing Site
Historical Vaccuum Readings

SVE Well	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Average
1		6.5	5.9	4.2	5.6	9	13.4	15.4	13	11.5	**9.1**
2		2.6	2.5	1.9	2.5	1.9	1.75	1.9	2.1	1.3	**2.1**
3		17.2	17	9.5	11.6	19	20	6.7	6.4	3.6	**13.4**
4		15	14.1	13.5	13.8	15	20	20	2.5	5.9	**14.2**
5		17.8	16.3	14.8	14.6	20	20	20	27	30.4	**18.8**
6		1.8	1.6	1.5	2.1	1.8	2.95	2.3	1.6	0.4	**2.0**
7		2.3	1.9	2.2	2.8	2.1	2	2.1	1.5	0.9	**2.1**
8		17.6	17	16.2	17.1	20	20	8.2	28.5	28.8	**18.1**
9		13.4	13.8	18.4	13.5	20	20	20	28	26.6	**18.4**
10		1.8	2.2	2.4	2.9	9	0.9	3.9	4.8	3.9	**3.5**
11		2.7	3.8	4.8	4.2	4.8	4.2	2.4	1.8	1.1	**3.6**
12		5.4	6.9	8.3	6.3	6.1	0.9	12.9	16.6	2.3	**7.9**
13		18.5	17.4	20	18.4	20	20	6.9	13.2	0	**16.8**
14		3.8	4.8	5.9	5.8	8	5	14.2	3.2	3.1	**6.3**
15		16.4	16.2	15.8	15.6	20	19.9	11.3	10	0	**15.7**
16		12.2	13.8	13.8	12.8	9.7	8.9	4.3	5.9	5.7	**10.2**
17		18	17.4	15.7	16.1	20	20	20	28.4	31.1	**19.5**
18		16.4	16.5	15.6	16.2	20	20	16.4	14.5	13.2	**17.0**
19		13.8	10.4	10.2	14	12.7	0.05	0.1	0.1	0	**7.7**
20		10.1	12.3	12.8	11.9	20	20	12	9.8	9.6	**13.6**
21		11.4	11.9	12.6	12.3	20	20	18	16.1	14.8	**15.3**
Site Average		**10.7**	**10.7**	**10.5**	**10.5**	**13.3**	**12.4**	**10.4**	**11.2**	**9.2**	

-A. English
Sm BWRA

MEMO

Date: January 21, 2000

To: Dave Chusaino, NYS DEC cc: Chuck Bartlett, P.E.

From: Robert Ostapczuk

Subject: **Pelican Manufacturing Site Remediation January Meeting**

JAN 20

1. Building Demolition

- 296 SF ACM Tile — Non Friable
- 156 SF ACM Mastic — Non Friable
- 9,050 SF ACM Built Up Roofing — Non Friable
- Recommend Site Specific Variance (Mod. AV106)
  - Need Building Condemnation Letter
  - Support from City of Jamestown?
  - All C&D waste
  - Reduced air monitoring
  - Fenced work area
  - No wastewater collection
  - Demo to be performed by unlicensed contractors
  - Licensed Asbestos Contractor on site w/ remote decon
- Costs
  - Demo $51,250
  - Asbestos Portion $10,000
  - Disposal $65,000
  - Contingencies, Engineering, Permits $22,500

  $149,000
- Contaminated Soil Removal
  - 650 CY (845 Ton, RI/FS)
  - Listed Waste
  - Excavation and Disposal Costs $211,250
  - Engineering Oversight $30,000

  $241,250

2. Annual O&M Costs = +/-$60,000
3. Clean Up Goals
   - Recent SVE Groundwater Sampling
   - Trends?
   - Benzene
4. Work Plan Modification
5. Deliverables

\\ALBS01\data\WORK\32375\pm\January Meeting Adgenda.doc

PARADIGM
ENVIRONMENTAL SERVICES, INC.

December 10, 1999

Mr. Brian Kramer
CRA Services
2055 Niagara Falls Boulevard
Suite #3
Niagara Falls, NY 14304

Dear Mr. Kramer:

Paradigm Environmental Services, Inc. was retained by *CRA Services* to perform bulk asbestos sampling at **Pelican Manufacturing, Jamestown, New York.**

Paradigm's inspector, William King, AH #89-00924, collected six bulk asbestos samples from the site on December 3, 1999.

The following materials sampled were reported to be asbestos containing according to the State of New York DOH ELAP Method 198.1, "Polarized-Light Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples":

Foyer	***Tan 12 x 12 Floor Tile***	***140***	***square feet***
Office Area	***Green 9 x 9 Floor Tile & Black Mastic***	***156***	***square feet***
Roof	***Black Roof Membrane***	***9,050***	***square feet***

The roof flashing material (Lab ID #79500) was reported to be non-asbestos containing through Polarized Light Microscopy analysis (PLM). As defined by the New York State Department of Health, PLM analysis is not consistently reliable in detecting asbestos in non-friable organically bound material. The roof flashing is a non-friable, organically bound material and was subsequently tested through Transmission Electron Microscopy (TEM) and was confirmed to be non-asbestos containing.

Enclosed are the laboratory reports and maps that identify where the samples were taken at Pelican Manufacturing.

If I can be of any further assistance please feel free to contact me at (716) 647-2530.

Sincerely,

William T. King
Director of Field Operations

PARADIGM Environmental Services, Inc. 179 Lake Avenue Rochester, New York 716-647-2530 FAX 716-647-3311

Client: CRA Services
Location: Pelican Manufacturing Site
Jamestown, New York
Sample Date: 12/03/1999

Job No: 103677
Page: 1 of 1

Client ID	Lab ID	Sampling Location	Description	Asbestos Fibers Type & Percentage	Total Asbestos	T E M	Non-Asbestos Fibers Type & Percentage	Matrix Material %
FT-A.1	79495	Foyer	Tan Fibrous 12" x 12" Floor Tile	Chrysotile 14%	14%		None Detected	86%
FT-B.1	79496	Office Area	Green Fibrous 9" x 9" Floor Tile	Chrysotile 12%	12%		None Detected	88%
M-B.1	79497	Office Area	Black Floor Tile Mastic from Sample 79496	None Detected	0%	*	Cellulose 2%	98%
DW-A.1	79498	Interior Wall & Ceiling	Grey Fibrous 4' x 8' Drywall	None Detected	0%		Cellulose 15%	85%
RM-A.1	79499	Roof Membrane	Black Fibrous Roof Membrane	Chrysotile 9%	9%		Cellulose 38%	53%
RF-A.1	79500	Roof Flashing	Black Fibrous Roof Flashing	None Detected	0%	*	Cellulose 39%	61%

ELAP ID No.: 10958

The samples were analyzed by Polarized Light Microscopy, according to the State of New York DOH ELAP Method 198.1 ("Polarized-Light Microscope Methods for identifying and quantifying asbestos in bulk samples").

*Polarized Light Microscopy is not consistently reliable in detecting asbestos in non-friable, organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing

Date Analyzed: 12/06/1999
Microscope: Olympus BH-2 #232953
Analyst: *Mary Dohr*

Laboratory Results Approved By: M. Dohr

File ID: 103677p1.xls

12/10/1999

PARADIGM Environmental Services, Inc.

179 Lake Avenue Rochester, New York 716-647-2530 FAX 716-647-3311

T.E.M. Results

Client: CRA Services
Location: Pelican Manufacturing Site, Jamestown, New York
Job No: 103677
Sample Date: 12/03/1999
Page: 1 of 1

Client ID	Lab ID	Sampling Location	Description	TEM Analysis: Total Asbestos	TEM Analysis: Asbestos Type
RF-A.1	78500	Roof Flashing	Black Fibrous Roof Flashing	<1.0%	None Detected

ELAP ID No.: 10984

These samples were analyzed by Transmission Electron Microscopy, according to the State of New York DOH ELAP Method 198.1 and 198.4

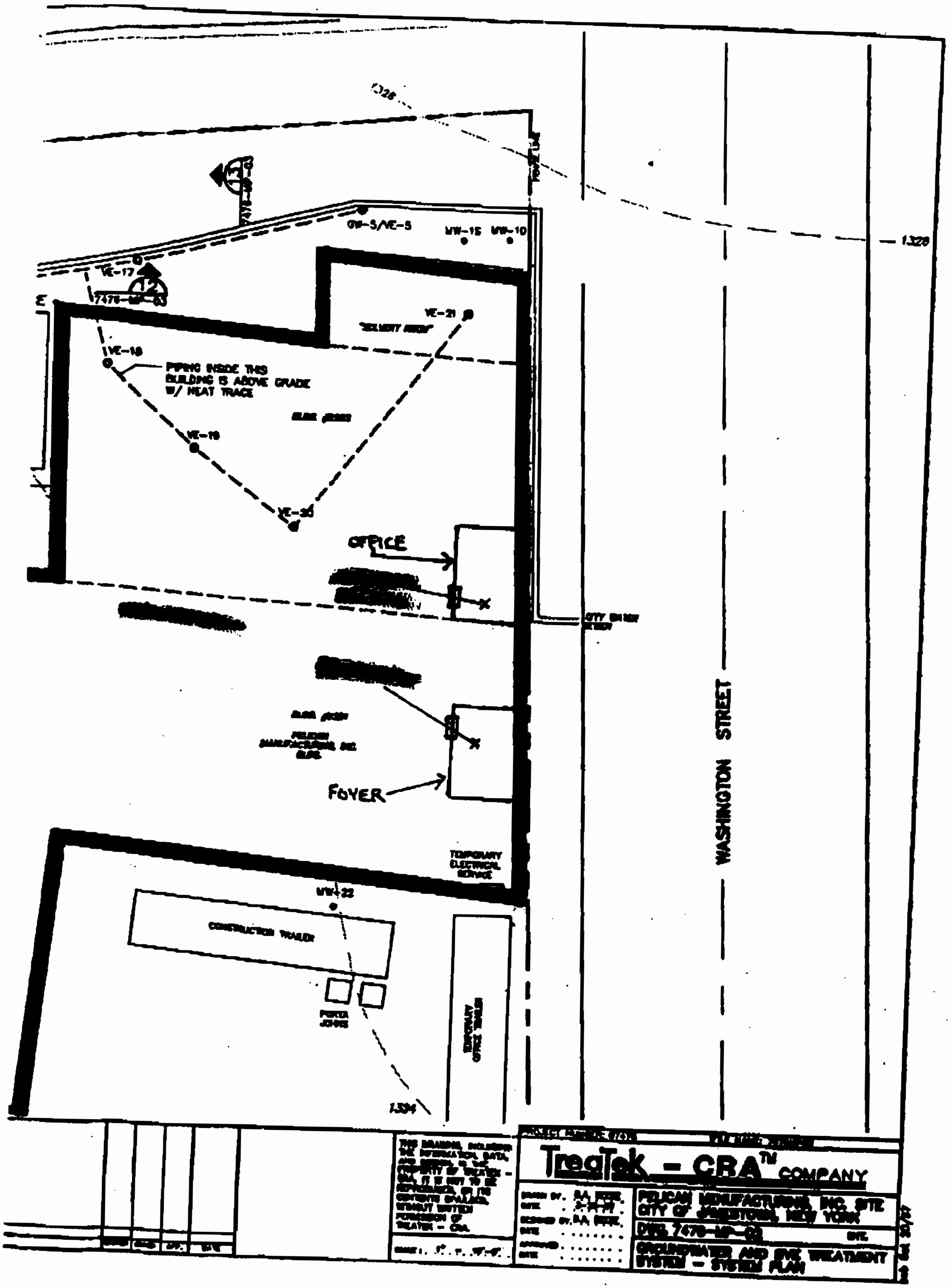
TEM ANALYSIS ONLY PERFORMED BY SCIENTIFIC LABORATORIES INC.

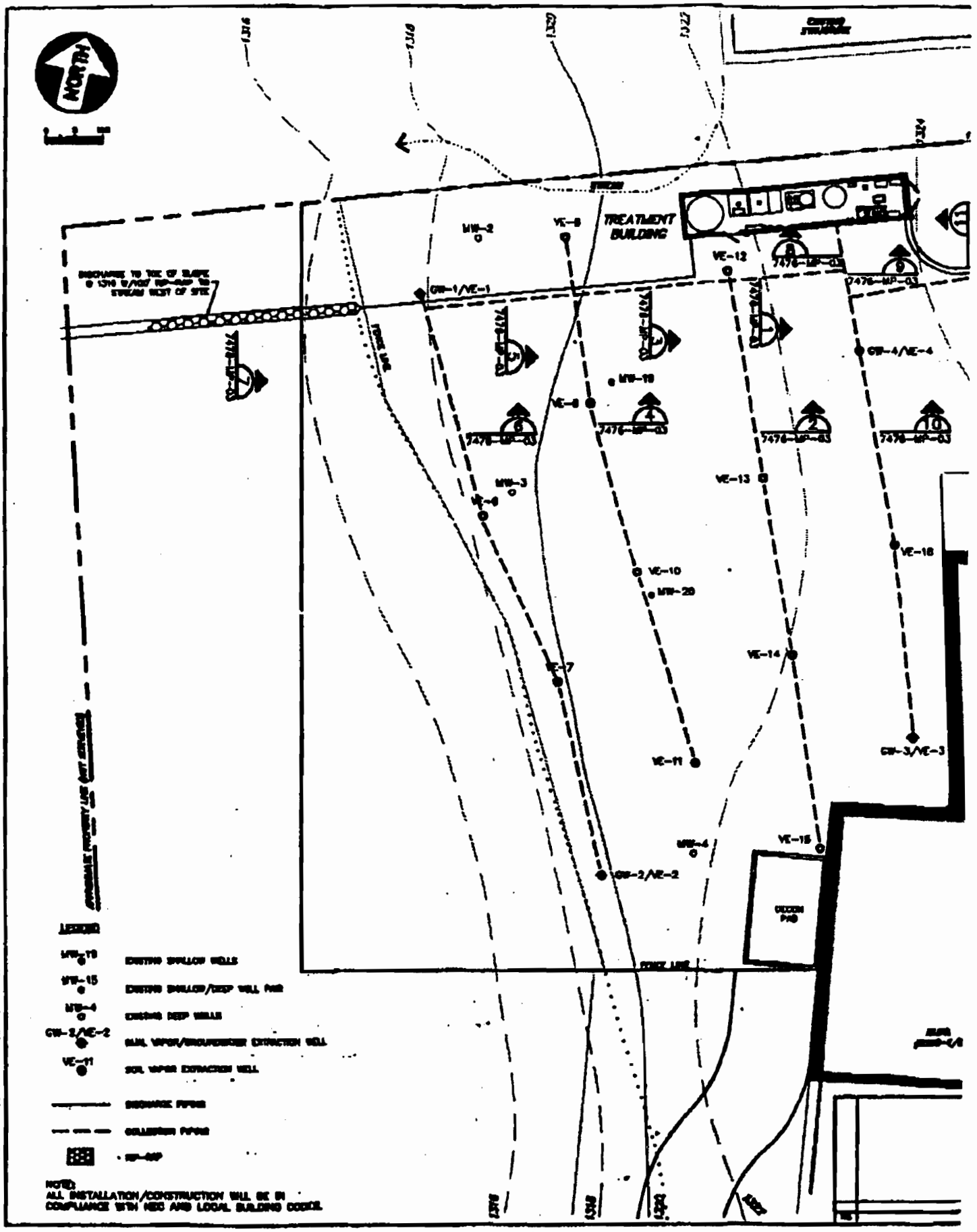
Date Analyzed: 12/08/1999
Analyst: *Rob Fleet*

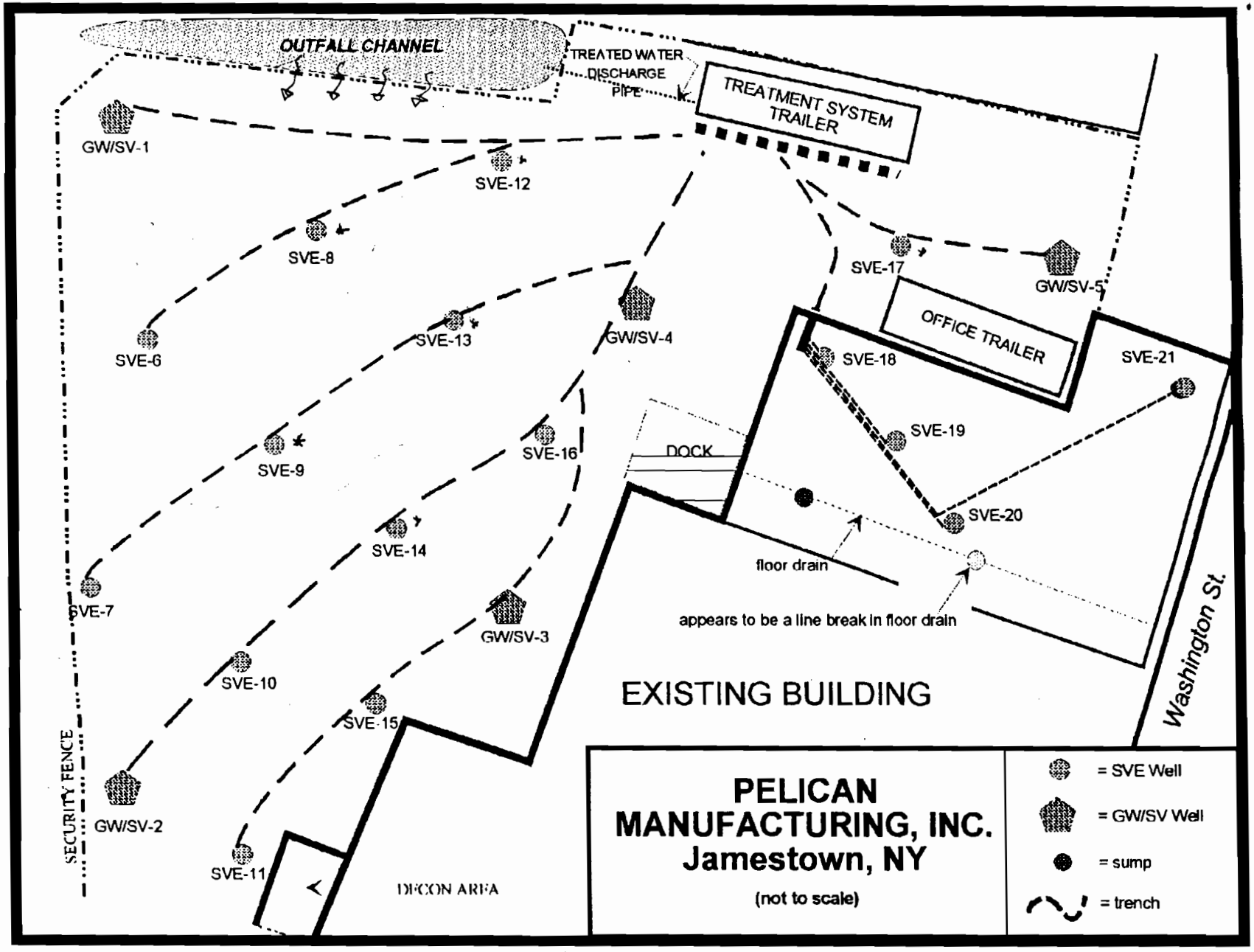
Laboratory Results Approved By: _____

File ID: 103677p1.xls

12/21/99 14:49 CRA SERVICES → 4582472 NO. 338 D07




NORTH
TREATMENT BUILDING
MW-2
VE-9
VE-12
GW-1/VE-1
GW-4/VE-4
MW-19
VE-8
MW-3
VE-13
VE-10
MW-20
VE-18
VE-14
VE-7
VE-11
GW-3/VE-3
MW-4
VE-15
GW-2/VE-2
FENCE LINE
LEGEND
EXISTING SHALLOW WELLS
EXISTING SHALLOW/DEEP WELL PAIR
EXISTING DEEP WELLS
SOIL VAPOR EXTRACTION WELL
DISCHARGE PIPING
COLLECTION PIPING
NOTE:
ALL INSTALLATION/CONSTRUCTION WILL BE IN
COMPLIANCE WITH NEC AND LOCAL BUILDING CODES.


OUTFALL CHANNEL
TREATED WATER DISCHARGE PIPE
TREATMENT SYSTEM TRAILER
GW/SV-1
SVE-12
SVE-8
SVE-17
GW/SV-5
OFFICE TRAILER
SVE-6
SVE-13
GW/SV-4
SVE-18
SVE-21
SVE-19
SVE-9
SVE-16
DOCK
SVE-20
SVE-14
floor drain
SVE-7
GW/SV-3
appears to be a line break in floor drain
SVE-10
EXISTING BUILDING
SVE-15
Washington St.
SECURITY FENCE
GW/SV-2
SVE-11
DECON AREA
PELICAN MANUFACTURING, INC.
Jamestown, NY
(not to scale)
= SVE Well
= GW/SV Well
= sump
= trench
N

Pelican Manufacturing Superfund Remediation Site
October, 6 1999 Groundwater Sampling Event

Analyte	VE-1	VE-2	VE-3	VE-4	VE-5	VE-6	VE-7	VE-8	VE-9	VE-10	VE-11
Vinyl chloride	220	ND	ND	11	ND	7	62	ND	92	58	ND
Chloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	8	6	ND
Carbon Disulfide	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
trans-1,2-Dichloroethene	8	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	6	ND
cis-1,2-Dichloroethene	2,200	ND	43	420	44	9	130	140	730	950	6
Methly ethyl ketone	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1,1-Trichloroethane	ND	ND	ND	17	ND	ND	ND	ND	18	200	ND
Benzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Trichloroethene	28	ND	8	250	17	23	48	85	160	960	ND
Toluene	ND	ND	ND	ND	ND	ND	ND	ND	ND	330	ND
1,1,2-Trichloroehtane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Tretachloroethene	ND	ND	ND	ND	8	ND	ND	7	ND	6	ND
Ethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	93	ND
Xylenes (t)	ND	ND	ND	ND	ND	ND	ND	ND	ND	360	ND
Isopropylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
n-Propylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,2,4-Timethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

Data:
US EPA Method 624 Modified
Report units - ug/l

Contaminant of concern
Vapor extraction well meeting Cleam up goals
Contaminant of concern above cleam up goals

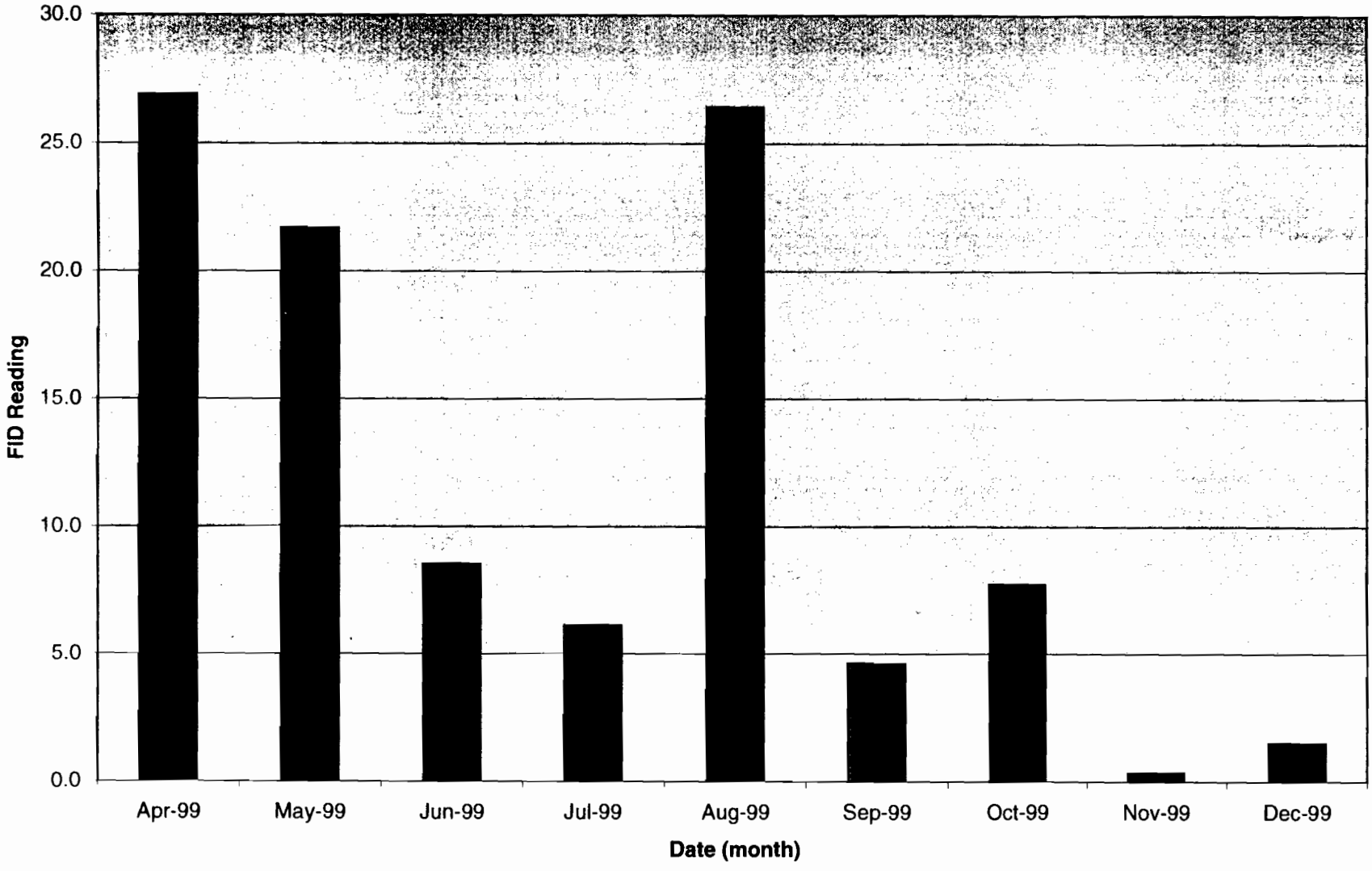
Pelican Manufacturing Superfund Remediation Site
October, 6 1999 Groundwater Sampling Event

Analyte	VE-12	VE-13	VE-14	VE-15	VE-16	VE-17	VE-18	VE-19	VE-20	VE-21
Vinyl chloride	ND	ND	ND	ND	ND	**180**	**85**	ND	ND	**200**
Chloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	ND	ND	ND	ND	ND	6	5	ND	ND	98
Carbon Disulfide	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
trans-1,2-Dichloroethene	ND	ND	ND	ND	ND	ND	ND	ND	ND	8
1,1-Dichloroethane	ND	ND	ND	ND	ND	7	9	95	ND	97
cis-1,2-Dichloroethene	**19**	**68**	**81**	5	**15**	**1,900**	**1,100**	ND	**81**	**4,000**
Methly ethyl ketone	ND	ND	ND	ND	ND	ND	ND	10	ND	ND
1,1,1-Trichloroethane	ND	ND	5	ND	ND	**55**	**100**	ND	ND	**4,100**
Benzene	ND	ND	ND	ND	ND	ND	ND	150	ND	ND
Trichloroethene	**30**	**66**	**50**	5	**18**	**130**	**260**	ND	**150**	**10,000**
Toluene	ND	ND	ND	ND	ND	ND	ND	ND	ND	**2,600**
1,1,2-Trichloroehtane	ND	ND	ND	ND	ND	ND	ND	ND	ND	47
Tretachloroethene	8	ND	ND	ND	ND	20	ND	ND	ND	35
Ethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	2,400
Xylenes (t)	ND	ND	ND	ND	ND	ND	ND	ND	ND	6,300
Isopropylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	25
n-Propylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	8
1,3,5-Trimethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	12
1,2,4-Timethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	34

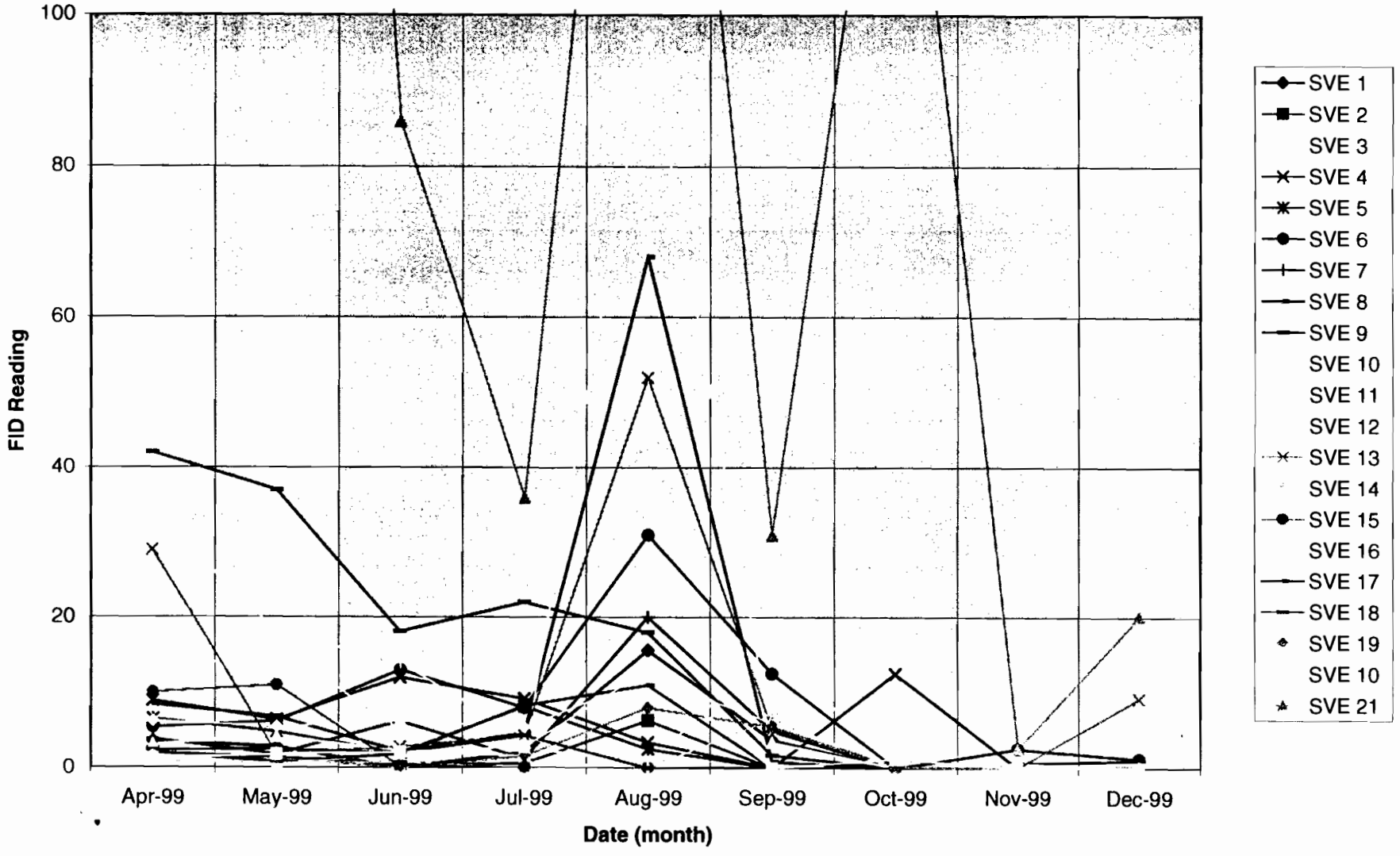
Data:
US EPA Method 624 Modified
Report units - ug/l

Contaminant of concern
Vapor extraction well meeting Cleam up goals
Contaminant of concern above cleam up goals

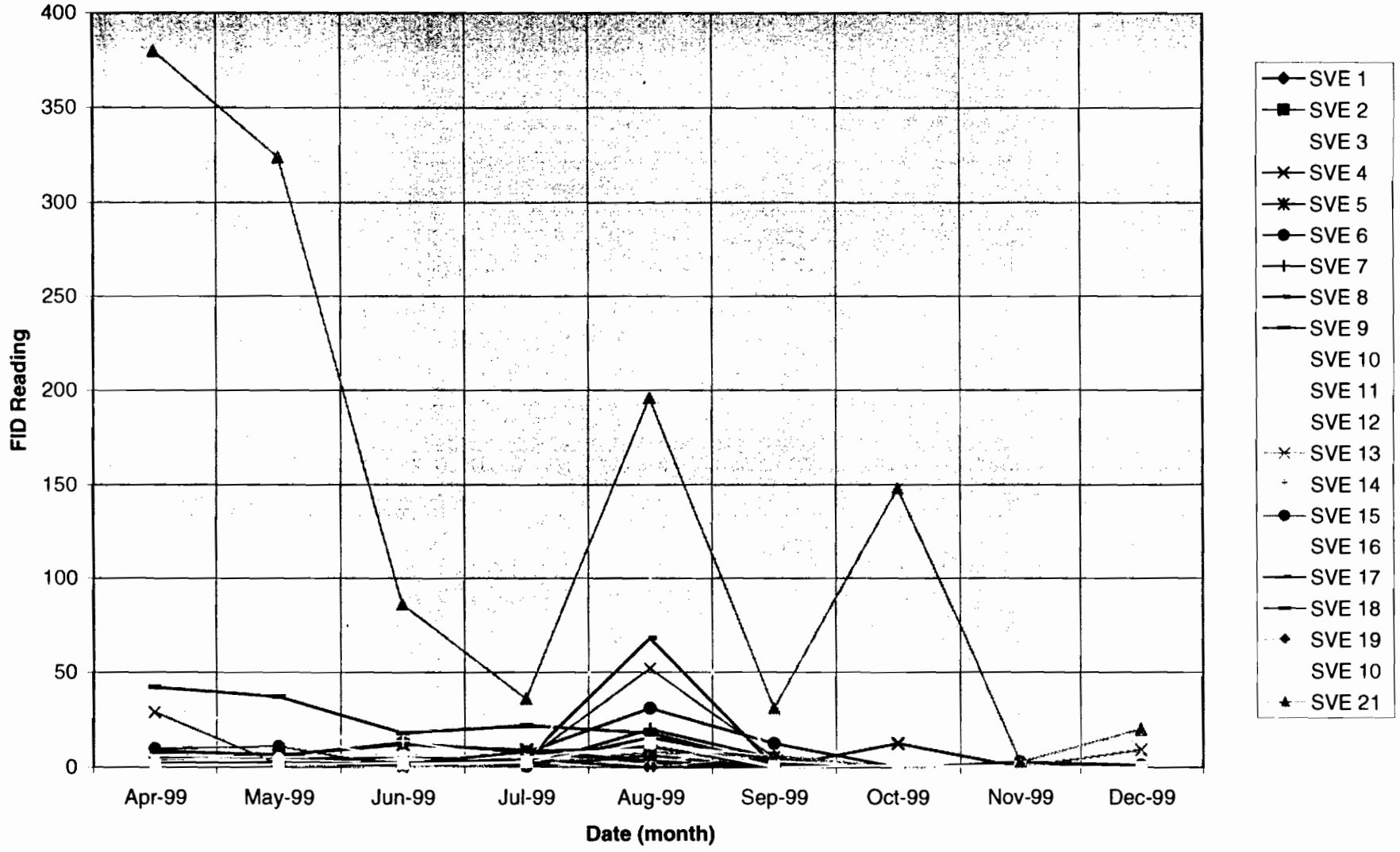
Average Site FID Readings



Monthly FID Readings per Individual SVE Well



Monthly FID Readings per Individual SVE Well



Pelican Manufacturing Site
Historical FID Readings

SVE Well	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Average
1		3.5	2.8	0	2.1	15.6	3.7	0	0	0	**3.5**
2		2	1.4	0.4	0.6	6.3	0	0	0	0	**1.3**
3		1.5	0.5	1.8	2.7	0.6	15.8	0	0	0	**2.9**
4		8.9	6.4	12	9.2	3.4	0	12.5	0	0	**6.6**
5		6.5	4.8	2	8.2	2.5	0	0	0	0	**3.0**
6		5.4	6.2	13	8	31	12.5	0	2.5	1.2	**9.8**
7		3.8	1.8	6.2	1.2	20	4.9	0	0	0	**4.7**
8		8.4	6.8	2.2	4.6	68	0.8	0	0.6	0	**11.4**
9		42	37	18.1	22	18	1.7	0	0.6	1	**17.4**
10		6.2	5.5	6.2	5.4	12	6	0	0.6	0	**5.2**
11		12	16	5.1	0.8	0.1	0	0	0	0	**4.3**
12		3.1	4.1	2.3	1.6	97	3.4	0	0	0	**13.9**
13		29	1.8	2.8	4.3	52	5.2	0.1	0	9.2	**11.9**
14		1	0.7	0.7	0	0	6.5	0	0	0	**1.1**
15		10	11	0.2	0.1	0	0	0	0	0	**2.7**
16		34	18	13.9	4.1	0	0	0	0	0	**8.8**
17		1.9	0.8	1.8	8.3	11	0	0	0	0	**3.0**
18		2.3	2.5	2	4.3	0	0	0	0	0	**1.4**
19		1.7	1.2	0	1.6	8	5.5	0.2	0	0.2	**2.3**
20		1.2	1.8	2.1	2.8	13	0	1.2	0	0	**2.8**
21		380	324	86	36	196	31	148	2.6	20	**150.5**
Site Average		**26.9**	**21.7**	**8.5**	**6.1**	**26.4**	**4.6**	**7.7**	**0.3**	**1.5**	

Pelican Manufacturing Site
Historical Groundwater Elevations

SVE Well	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Average
1	1313.14	1312.92	1313.03	1313.09	1312.97	1311.25	1312.36	1312.3	1313.45	1312.4	**1312.7**
2	1313.3	1313.16	1313.25	1313.3	1313.19	1313.1	1313.09	1313.61	1313.38	1313.19	**1313.3**
3	1303.9	1303.95	1303.92	1304.34	1303.95	1310.16	1303.92	1315.79	1309.73	1309.84	**1306.6**
4	1302.95	1302.98	1302.88	1305.13	1302.95	1304.44	1302.88	1316.01	1311.89	1302.88	**1305.8**
5	1304.42	1304.4	1304.39	1304.39	1304.39	1304.48	1309.36	1316.4	1304.68	1309.36	**1306.3**
6	1312.97	1312.56	1312.75	1312.85	1312.71	1312.67	1313.01	1312.96	1312.98	1313.02	**1312.8**
7	1312.57	1312.24	1312.41	1312.43	1312.38	1312.61	1312.61	1312.57	1312.62	1312.6	**1312.5**
8	1309.98	1309.26	1310.26	1309.75	1310.03	1309.11	1309.1	1315.25	1315.28	1312.01	**1310.9**
9	1308.85	1308.02	1308.46	1309.66	1308.42	1308.77	1311.25	1313.71	1313.8	1312.85	**1310.1**
10	1308.22	1306.68	1307.74	1310.06	1308.95	1308.73	1311.21	1313.67	1313.4	1311.68	**1309.9**
11	1313.82	1313.61	1313.22	1313.72	1313.41	1313.59	1313.65	1313.72	1313.72	1313.39	**1313.6**
12	1314.27	1313.95	1313.71	1313.25	1313.41	1313.64	1313.8	1315.84	1315.3	1314.56	**1314.1**
13	1313.39	1313.1	1313.09	1313.13	1313.29	1313.33	1313.69	1316.04	1315.15	1314.48	**1313.8**
14	1308.14	1307.55	1308.42	1309.65	1308.21	1309.95	1311.24	1313.4	1313.2	1313.16	**1310.0**
15	1313.51	1313.68	1313.79	1314.31	1314.1	1313.94	1314.46	1314.17	1314.4	1314.07	**1314.0**
16	1313.3	1313.25	1313.26	1313.48	1313.57	1315.04	1314.09	1316.19	1314.87	1314.58	**1314.1**
17	1312.62	1313.37	1312.7	1312.92	1312.71	1312.42	1312.55	1315.63	1314.83	1314.25	**1313.3**
18	1316.98	1316.83	1316.25	1317.33	1316.96	1316.63	1316.38	1318.43	1317.6	1317	**1317.0**
19	1317.52	1317.17	1316.94	1317.74	1317.23	1317.2	1316.95	1318.54	1317.87	1317.43	**1317.5**
20	1317.82	1317.55	1317.62	1317.89	1317.58	1317.85	1317.57	1318.76	1318.32	1318.04	**1317.9**
21	1318.49	1318.14	1317.92	1317.95	1317.88	1318.45	1318.17	1318.94	1318.72	1318.47	**1318.3**
Site Average		**1311.6**	**1311.7**	**1312.2**	**1311.8**	**1312.3**	**1312.4**	**1315.3**	**1314.1**	**1313.3**	

Pelican Manufacturing Site
Historical Vaccuum Readings

SVE Well	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Average
1		6.5	5.9	4.2	5.6	9	13.4	15.4	13	11.5	**9.1**
2		2.6	2.5	1.9	2.5	1.9	1.75	1.9	2.1	1.3	**2.1**
3		17.2	17	9.5	11.6	19	20	6.7	6.4	3.6	**13.4**
4		15	14.1	13.5	13.8	15	20	20	2.5	5.9	**14.2**
5		17.8	16.3	14.8	14.6	20	20	20	27	30.4	**18.8**
6		1.8	1.6	1.5	2.1	1.8	2.95	2.3	1.6	0.4	**2.0**
7		2.3	1.9	2.2	2.8	2.1	2	2.1	1.5	0.9	**2.1**
8		17.6	17	16.2	17.1	20	20	8.2	28.5	28.8	**18.1**
9		13.4	13.8	18.4	13.5	20	20	20	28	26.6	**18.4**
10		1.8	2.2	2.4	2.9	9	0.9	3.9	4.8	3.9	**3.5**
11		2.7	3.8	4.8	4.2	4.8	4.2	2.4	1.8	1.1	**3.6**
12		5.4	6.9	8.3	6.3	6.1	0.9	12.9	16.6	2.3	**7.9**
13		18.5	17.4	20	18.4	20	20	6.9	13.2	0	**16.8**
14		3.8	4.8	5.9	5.8	8	5	14.2	3.2	3.1	**6.3**
15		16.4	16.2	15.8	15.6	20	19.9	11.3	10	0	**15.7**
16		12.2	13.8	13.8	12.8	9.7	8.9	4.3	5.9	5.7	**10.2**
17		18	17.4	15.7	16.1	20	20	20	28.4	31.1	**19.5**
18		16.4	16.5	15.6	16.2	20	20	16.4	14.5	13.2	**17.0**
19		13.8	10.4	10.2	14	12.7	0.05	0.1	0.1	0	**7.7**
20		10.1	12.3	12.8	11.9	20	20	12	9.8	9.6	**13.6**
21		11.4	11.9	12.6	12.3	20	20	18	16.1	14.8	**15.3**
Site Average		**10.7**	**10.7**	**10.5**	**10.5**	**13.3**	**12.4**	**10.4**	**11.2**	**9.2**	

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010

John P. Cahill
Commissioner

November 19, 1997

Certified Mail Returned Receipt Requested

Mr. Richard Cole
City Treasure
City Hall
200 East 3rd Street
Jamestown, New York 14701

Dear Mr. Cole:

Re: **Pelican Manufacturing Site, Registry No. 9-07-010, Chautauqua County, New York**

The New York State Department of Environmental Conservation (NYSDEC) is preparing to start the remedial action at the inactive hazardous waste site referenced above. The site is located on Washington Street in the City of Jamestown. The building consists of several sections with different addresses, from 2219-1/2 to 2223 Washington Street. The NYSDEC will install soil vapor extraction and groundwater extraction wells, erect a prefabricated building to house the treatment system near the northern fence line of the site, and install necessary piping.

Our records indicate that the City of Jamestown foreclosed on the property for non-payment of taxes in 1993 and is the current owner of the site. The property is identified on the County of Chautauqua Tax Map, City of Jamestown, Section No. 9, Block 3, Parcels 15, 16 and 21.3.

This letter is to notify you that the Department will be exercising its right under New York State Department of Environmental Conservation Law ("ECL") Section 1313.8 to enter upon any inactive hazardous waste disposal site for purposes of implementing a remedial program for the site.

The Department, acting through its officers, employees, agents and contractors will enter upon the real property, above specified, at any time on or after December 15, 1997 for the purpose of installing the wells, piping, erecting the prefabricated treatment building, and collecting environmental samples. The remedial construction may continue for a period of approximately six months, the soil vapor extraction will continue for two years or more. The groundwater extraction and treatment may take more than two years. The Department requests your cooperation in this matter.

This is not a notice that the Department intends to acquire the above specified property nor is it an offer to acquire it.

The Department will make every reasonable effort to cooperate with you so that any adverse impact of its entry on and occupancy of this property will be minimized.

Any questions or concerns about the Department's operations on this property should be directed to Shive R. Mittal, Project Manager, Bureau of Western Remedial Action at (518)457-0315 or at the above address.

If you have any questions, Please feel free to call Mr. Shive R. Mittal of my staff at (518) 457-0315 or you may call 1-800-342-9296 and leave a message. We will return your call as soon as possible.

Sincerely,

Edward R. Belmore, P.E.
Director
Bureau of Western Remedial Action
Division of Environmental Remediation

cc: J. Mirarchi, Rust Environment

bcc: M. O'Toole
E. Belmore
J. Eckl
G. Bailey, Region 9
M. Doster, Region 9
A. English
S. Mittal

CITY OF JAMESTOWN

DEPARTMENT OF PUBLIC WORKS

JACK O. THOMPSON, P.E.
DIRECTOR
716) 483-7545

October 20, 1993

Mr. Jim Moras
New York State Department
of Environmental Conservation
50 Wolf Road
Albany, NY 12223-7010

OCT 22 1993

Re: Pelican Manufacturing
2223 Washington Street, Jamestown, NY

Dear Mr. Moras:

The title to the above referenced property is now in the name of the City of Jamestown and is controlled by the Jamestown City Council's Tax Sale Committee. The committee has made the determination that the building located on this property is not suitable for rehabilitation. Because of this determination, they are investigating the feasibility of demolishing the structure and have asked that I contact the NYSDEC to determine whether the City could proceed with this demolition. The Council would like to make a decision by November 12th, therefore, your prompt attention in this matter would be greatly appreciated.

Thank you in advance for your review of this matter.

Should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

Jack O. Thompson

Jack O. Thompson, P.E.
Director of Public Works

JOT:H
cc/James Olson, City Clerk/Treasurer

- timing
  - IRM on sediment first
- no subsurface work
  - slab to stay intact?

→ access next week + again between Thanks

→ I'll X-mas send TVO

1/27/93 ⇒ Pelican

Engineering Division - 716/483-7553
→ he checked w/ building inspectors office

Bob [redacted] Kanuff

→ he was out at the site last summer with a prospective buyer & he ran some dye tests ⇒ he is checking for his notes from test & he will double check w/ building inspector's office

→ any info he pulls together he will send to me

2/10/93 follow-up call - Bob Kanuff is on vacation for the month
[redacted] Al Cala helped me out

→ Bob had looked through City & files & they have no info → I asked him about Bob doing a dye test & Al said he would check into that and get back to me

9/24/92

→ called City of Jamestown Assessor's Office
- they've been sending ~~things~~ to ~~the~~ site (~~they have 2225?~~ Washington St.)
- they have no other listing besides for CYA Realty, Inc.

9/24/92

I spoke w/ Skip Joslyn at L+J Auto - I told him we've tried sending something to the owner of the property but the only address we have is 2223 Washington, does he have another address he sends his rent to, or ~~contacts~~ the owner at?

↳ he said 2223 Washington St. is the only thing he has.

14: [redacted]

JM

FILE COPY

Jim Moras, DHWR - Albany
Glen Bailey, Sr. Attorney - DEE, Buffalo
Pelican Manufacturing, Inc. Site #9-07-010

MJB

6/16/92

Pursuant to our telephone conversation, I have reviewed our files to determine if any information concerning the facility operations and physical features are contained there. I am attaching a report by Otto Tertinek concerning the search warrant execution at the facility. This report indicates that Otto may have photographs of the facility. If so, those photographs are either in Otto's files, the BECI files in Dunkirk, or the files of the Attorney General on this case. They may be helpful to you.

I also noted that there is a copy of associated public sewer systems in the file which was probably obtained from the Department of Public Works for the City of Jamestown. The City may also have diagrams associated with building permits or sewer use applications which may be useful.

As for contacting Richard Noon, my last correspondence was addressed to: R. Michael Goldman, Esq.
8 East Fourth Street (Fenton Building)
Jamestown, NY 14701
(716) 487-0106

Richard Noon
(716) 487-0274 (home)

All other correspondence has been addressed to Pelican at 2223 Washington Street. The Jamestown vicinity telephone directory has listed a Richard A. Noon at 1757 Park Meadow Drive in Jamestown. The phone number given is 484-2280. This was last listed in 1990. However, a Gregory A. Noon is still listed at the same address, as he has been in the past. His phone number is listed as 484-0765. If Richard cannot be contacted, Gregory may be able to provide a current address and phone number.

6/22/92
Dick Noon called me back → contact in advance of scheduled visit to see the inside of the building → he owns building → he said he has no building specs (e.g. floor drains)

Mr. Richard Noon
(716) 487-2440 (W) → cellular telephone place

6/18/92
I called - he was out sick
6/18/92 - out sick again
6/22/92 - I left a message

We would like: (1A) does he still own the building (what is C/A Realty)
(1B) access to building
(2) any specs on floor drains/dry wells, etc.

0315

GB:jb
B134PEL.2

cc: P. Nelson

CI # (716) 366 8590
O Tertinek - (716) 372-1447

Post-It™ brand fax transmittal memo 7671 | # of pages ▸ 1

To CHRIS ALLEN	From G BAILEY
Co. DHWR	Co. DEE
Dept. WEST. REMED ACT.	Phone # (716) 851-7050
Fax # (518) 457-1088	Fax # (716) 815-7005

From: David Chiusano
To: Bailey, Glen
Date: 11/17/99 2:25PM
Subject: Pelican Manufacturing - **Confidential Attoney / Client Information* *

Glen,

It is my understanding that you are the DEE attorney of record for the Pelican Manufacturing project (site # 907010) located in Jamestown, NY. BCS is currently using Superfund Monies to conduct the RA which generally involves soil vapor extraction and a groundwater treatment component.

Our engineer for the project, Earth-Tech, has recently determined that the former manufacturing building is in imminent danger to collapse and is no longer safe for site workers to operate, monitor, and maintain the treatment systems (I'll fax over letter to you). As such, they have recommended to BCS that the building be demolished for the protection of site workers and to ensure that water drainage from the collapsing roof structure doesn't negatively impact the operation of the existing treatment systems. Furthermore, they have concluded that once the building is demolished the RA may be accelerated by evaluating future excavation and off-site disposal of remaining contaminated soils existing below the structure.

The estimate to remove asbestos, demolish and dispose of is approximately $180,000. BCS has consulted with BWRA and it is our technical position that the City of Jamestown , as owner of the property, should be responsible in whole or part for the demolition work and disposal. In the past the City has also expressed there concern over the building integrity and have condemned the structure. Informal attempts to contact the City by Earth Tech have not been reponded to.

Any legal guidance and assistance you could provide would be greatly appreciated and welcome. Hope to talk to you soon.

CC: Doster, Martin; English, Andrew; Harris, George; Mittal, Shive; Pietraszek, Gerald

From: David Chiusano
To: Harris, George
Date: 11/17/99 3:29PM
Subject: Fwd: Pelican Manufacturing - **Confidential Attoney / Client Information* -Reply

CC: English, Andrew; Mittal, Shive

From: Glen Bailey
To: NYSDEC0.REMEDIAT(djchiusa)
Date: 11/17/99 3:18PM
Subject: Pelican Manufacturing - **Confidential Attoney / Client Information* -Reply

Dave: Let me check my files. It seems to me that the City may have foreclosed on the Pelican property prior to our remedial referral. In any case, I recall the City being in a similar situtation with the Jamestown Metal Manufacturing Site. Between the two files, I should be able to identify the correct City officials to contact for building demolistion. Note that Earth Tech contacted the City only for assistance for disposal, and not in relation to demolition. In the meantime, it may be helpful to conduct the asbestos survey on the building. By the way, was the contaminated soil at the Pelican Site going to be place under the cover for the Jamestown Landfill remediation? I am not sure if the two projects coincided enough to follow through on that concept. Glen

>>> David Chiusano 11/17/99 02:25pm >>>
Glen,

It is my understanding that you are the DEE attorney of record for the Pelican Manufacturing project (site # 907010) located in Jamestown, NY. BCS is currently using Superfund Monies to conduct the RA which generally involves soil vapor extraction and a groundwater treatment component.

Our engineer for the project, Earth-Tech, has recently determined that the former manufacturing building is in imminent danger to collapse and is no longer safe for site workers to operate, monitor, and maintain the treatment systems (I'll fax over letter to you). As such, they have recommended to BCS that the building be demolished for the protection of site workers and to ensure that water drainage from the collapsing roof structure doesn't negatively impact the operation of the existing treatment systems. Furthermore, they have concluded that once the building is demolished the RA may be accelerated by evaluating future excavation and off-site disposal of remaining contaminated soils existing below the structure.

The estimate to remove asbestos, demolish and dispose of is approximately $180,000. BCS has consulted with BWRA and it is our technical position that the City of Jamestown , as owner of the property, should be responsible in whole or part for the demolition work and disposal. In the past the City has also expressed there concern over the building integrity and have condemned the structure. Informal attempts to contact the City by Earth Tech have not been reponded to.

Any legal guidance and assistance you could provide would be greatly appreciated and welcome. Hope to talk to you soon.

From: Shive Mittal
To: Chiusano, David
Date: 11/10/99 2:29PM
Subject: Pelican Manufacturing Site #9-07-010

Dave:
I discussed the demolition of the building with Andrew English. We agree that the building should be demolished based on safety concerns. However, since the City of James Town owns the building, we believe that it should be the responsibility of the City to demolish the building. If City refuses to demolish the building we should consult the attorney. Will the demolition work be done by Earth Tech or we will need five written quotations? I believe the City may be willing for the transportation and disposal of the C&D material using its available resources.
Shive.

CC: Andrew English

S. MITTAL
DWRA

12 Metro Park Road, Albany, New York 12205

11/8/99

You're review + Comment would be Appreciated!

Thanx
D. CHIUSANO

AJE

Can it be charged to Superfund. 9.

November 5, 1999

Mr. Dave Chusaino
New York State Department
of Environmental Conservation
50 Wolf Road
Albany, New York 12233

Subject: **Pelican Manufacturing Site Groundwater Remediation Project**
Site I.D. No. 9-07-010
Earth Tech Project No. 32375.10.100

Dear Mr. Chuisano:

Telephone
518.458.1313
Facsimile
518.458.2472

As discussed it is Earth Tech's opinion that the existing structure at Pelican Manufacturing Site is in imminent danger of collapse and in our opinion should be condemned and demolished. As you know the City Engineer had expressed his concern regarding the collapse of the building early in the project. We feel that this action should be performed for the protection of site workers and to ensure that drainage from the collapsing structure doesn't impact the operation of the existing remedial system. Furthermore, if the building is demolished, Earth Tech can assess the potential for removing contaminated soil from under the solvent room area and the potential benefits to the groundwater and soil vapor extraction processes currently being operated on site.

Originally Earth Tech was looking at applying for the applicable variance (AV-106) the Demolition of Vacant Commercial Properties Owned by Municipalities from the New York State Department of Labor (NYS DOL). This would allow us to proceed without an asbestos survey, however the costs were too high due to special conditions associated with treating the entire building as asbestos waste. Based on AV-106 Earth Tech has developed the following cost estimate from the demolition and disposal of the existing building (in its entirety):

9

Item	Quantity	Units	Unit Cost	Cost
Demolition	205,000	CF	$0.25	$51,250.00
Asbestos Abatement	1	LS	$25,000	$25,000.00
Disposal	1,000	Tons	$65	$65,000.00
		Subtotal		*$141,250.00*
		10% Contingency		$14,125.00
		15% Eng. Oversight		$21,190.00
		2% Permits		$2,825.00
		TOTAL		**$179,390**

Based on this cost estimate, Earth Tech has evaluated other methods of demolition to try to reduce

Mr. Dave Chusaino
New York State Department of Environmental Conservation
November 5, 1999

the costs. It was determined that performing an asbestos survey of the building would allow us to perform smaller glove bag operations on any materials found within the building and apply for a site specific variance for relief from ICR-56. Upon removal of all interior asbestos (i.e. elbows, window caulking, etc.) the roof can be removed by a clamshell and disposed of as asbestos waste only. Then the remaining portion of the building can be demolished quickly. Based on this method, costs can be cut by approximately 20% across the board, except for disposal, for a total project cost of approximately $160,325. Additional savings maybe realized if the roof is found to be non-ACM.

An asbestos building survey can be completed for approximately $2,500. Earth Tech could quantify the ACM and provide you with more detailed estimates and methods to proceed.

Earth Tech has contacted the City of Jamestown Engineering Department, pursuant to assistance with C&D disposal. Each time our request has been heard, but not responded to. I have spoken with Mr. Mark Schlemmer, who can be reached at (716) 762-8325. You may also wish to speak directly to Jeff Lehman, the department director who can be reached at the same number.

If you have any questions please do not hesitate to contact this office at 435-7275, so that I may be of assistance. Please let me know when you would need an updated work plan to proceed with the demolition of the building and so that we can get the City Engineer to officially condemn the building.

Very truly yours,

Earth Tech, Inc.

Robert E. Ostapczuk
Environmental Engineer

Cc: Mr. Chuck Bartlett, P.E.

L:\WORK\32375\corres\100499.doc

A. English
BWRA

12 Metro Park Road, Albany, New York 12205

11/8/99
Your review + comment would be appreciated!
Thx
D. Chusano

November 5, 1999

Mr. Dave Chusaino
New York State Department
of Environmental Conservation
50 Wolf Road
Albany, New York 12233

Subject: **Pelican Manufacturing Site Groundwater Remediation Project**
Site I.D. No. 9-07-010
Earth Tech Project No. 32375.10.100

Dear Mr. Chuisano:

Telephone
518.458.1313
Facsimile
518.458.2472

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Mr. Dave Chusaino
New York State Department of Environmental Conservation
November 5, 1999

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Very truly yours,

Earth Tech, Inc.

Robert E. Ostapczuk
Environmental Engineer

Cc: Mr. Chuck Bartlett, P.E.

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TAMS

FACSIMILE TRANSMITTAL

To Shive M. Hd, P.E. Date 9/15/99

Company NYS DEC Fax No.

Project Pelican Man. Ste

From Mike Thiagaram

Number of pages including cover sheet 7 TAMS Project No. —

Remarks

Shive:

Enclosed is the draft building inspection report. Hope this is useful.

Please call me if you need additional info.

- Mike Thiagaram

PELICAN

Original is / is not being sent by mail.

TAMS Consultants, Inc.

300 Broadacres Drive Bloomfield, NJ 07003
(973) 338-6680 Fax (973) 338-1052

1. STRUCTURAL SURVEY

This report presents the details of a structural survey of the Pelican Manufacturing building, performed by TAMS Consultants, Inc., upon request from New York State Department of Environmental Conservation under the New York State Superfund Standby Program.

The Pelican manufacturing, Inc. site is located in Jamestown, New York on the west side of Washington Street, northwest of the intersection of Washington Street and 23rd Street. This site has been used for various commercial/manufacturing purposes over the past 50 years. The building at this site, which consists of three sections with different street addresses, has remained essentially vacant since 1987 after Pelican Manufacturing, Inc. ceased operations. The southern section of the building has been recently occupied by a waste disposal company and an automobile repair shop. Both companies have now ceased operations and vacated the premises.

The primary purpose of the structural survey of the timber roof and its supporting structural elements is to determine the usability of the building for the planned remedial activities to be performed at the Pelican Manufacturing Inc. site. The structural survey consists of visual inspections of the timber for deterioration and structural integrity. The structural survey included the inspection of roof joists, roof boards, all external and internal load bearing walls and existing temporary supports. This evaluation will be used to determine parts of the building potentially unsafe to be occupied during the planned activities.

2. FINDINGS

In order to facilitate the inspection activities, the Building is divided into five areas: Area A, B, C, D, and E. The building consists of a single storey with timber roof on concrete block walls. The timber roof consists of timber joists and beams with roof board and shingles. The snow covered shingles could not be inspected. The inspection was performed using flashlights and Level D protection, and sounding method was utilized to determine the strength of the members.

Area A

Severe leakage of water was observed through the western half of the roof. However, the timber joists are in satisfactory condition. It appears that the roof board (plywood) was damaged by water. Minor misalignment of the timber members was visible at few locations. The insulation under the roof is falling apart over the entire area. The ceiling boards are in satisfactory condition. The eastern half is in dry condition with no leakage of water.

The external east wall exhibits medium vertical cracks. The wall between Area A and B shows a wide (2" wide) diagonal crack in top area, probably due to unequal settlement.

Area B

The roof of Area B is in similar condition to Area A with water leaking profusely over 60% of the area. The roof boards are generally in a satisfactory condition with small areas of fungus decay (white rot) on the north side. Incipient decay was observed on few timber joists on the north side. A wide diagonal crack was visible in the northern external concrete block.

Area C

Approximately 20' x 15' of roof area near the north wall has collapsed and skylight was visible through the roof. A temporary steel portal frame was provided to support the portion of roof which has its portal beam deflected approximately 2" to 3" causing the failure of the temporary portal frame. The failure of the temporary portal and collapse of portion of the roof can also cause progressive failure of the adjacent area. The entire Area C is covered with ceiling boards which exhibit extensive paint failure and significant sagging over a large area. The sagging probably is caused as a result of leakage of water through the roof. The roof board and joists could not be inspected due to the ceiling board over the entire area. Misalignment of the joists and deteriorated timber is present over 4' x 4' area where ceiling board is missing. The extensive sagging of roof from top is evident over large isolated areas. The roof in this area is not capable enough to resist heavy snow load and live load.

Area D

A portion of Area D at the northeast corner is in critical condition. The timber floor beam supporting the roof has cracked and deflected significantly. As a result, the five timber joists on either side of the floor beam have undergone significant rotation. The additional accumulation of the snow over this area can result in catastrophic failure of this portion and the area adjacent to it. The temporary steel pole support under the floor beam also has swayed by 4" to 5" at the top. The joists and roof boards on either side of this floor beam exhibit extensive deterioration, incipient decay at several locations and profuse leakage of water.

The area of the southern half is in fair to satisfactory condition with minimal deterioration of timber. The leakage of water is also minimal in this portion of Area D. The office portion of Area D is in a satisfactory condition.

Area E

There are large areas with severe leakage of water through the roof causing deterioration of the roof boards and joists. The incipient decay is visible on few joists and roof boards along the east side of Area E. All joists and roof boards are wet.

3. CONCLUSIONS AND RECOMMENDATIONS

It appears from our limited structural survey that the main members have retained adequate strength to support most of the roof load. However, due to the deterioration of timber, including incipient and advanced decay of the joists and roof boards, their original strength is reduced so that they are not capable of supporting the applied loads which is evident by the collapsed portion of the roof in Area C and potential collapse of roof in Area D. This deterioration of the timber of the entire structure is attributed to the moisture attack and the relatively flat roof construction and poor drainage. It should also be noted that portions of the roof of Area C and D are not capable of resisting any applied load, i.e. live load and snow load.

We recommend the following remedial actions and repairs to be performed prior to any future use of the building:

1. We believe that the Areas A, B and E are reasonably safe for short term temporary use after removing the fallen insulation and ceiling boards.

2. Install properly designed lighting and ventilation in the building.

3. Provide temporary steel supports in the adjacent areas prior to removal of the collapsed roof. Remove the collapsed roof of Area C and install new or temporary roof in this area.

4. Provide temporary steel supports in the adjacent areas prior to removal of the roof which is in a condition of imminent failure in the northeast corner of Area D. Install new or temporary roof in this area.

5. Temporarily brace/support the external northern load bearing wall of Areas B and D.

6. We strongly recommend that operations such as drilling, floor sampling, etc. which involve the use of rotary or centrifugal type of machine should be performed as far as possible from the external walls and the wall between Areas A and B. In order to minimize the vibrations, rubber/neoprene padding shall be used under the motor.

7. Drilling should be performed as far away from any load bearing wall as possible.

8. In the interim, until the collapsed roof is removed and replaced or temporarily supported, barricade the unsafe areas in Areas C and D in the building.

The planned activities can be categorized as follows:

1. Short term construction/installation of the extraction and treatment system.
2. Long term operation and maintenance of the extraction and treatment system.

The short term activities comprise the following:

1. Drilling, installation of wells and piping system;
2. Upgrading the existing building to accommodate the treatment units; or the construction of a new pre-engineered building to accommodate the treatment units.

Upgrading the Existing Building

In order to perform the short term and long term remedial activities in the existing building, we believe that a portion (approximately 35' x 25') in the Area D of the building should be adequate. However, these activities can not be carried out until the 20' x 10' portion of the collapsed roof is repaired or replaced, and the external load bearing wall on the north side is supported/braced. All the recommendations in Section 3 should be implemented in order to perform these activities safely in Area D of the building.

The approximate cost of repair is $11,000 (see Appendix A for details).

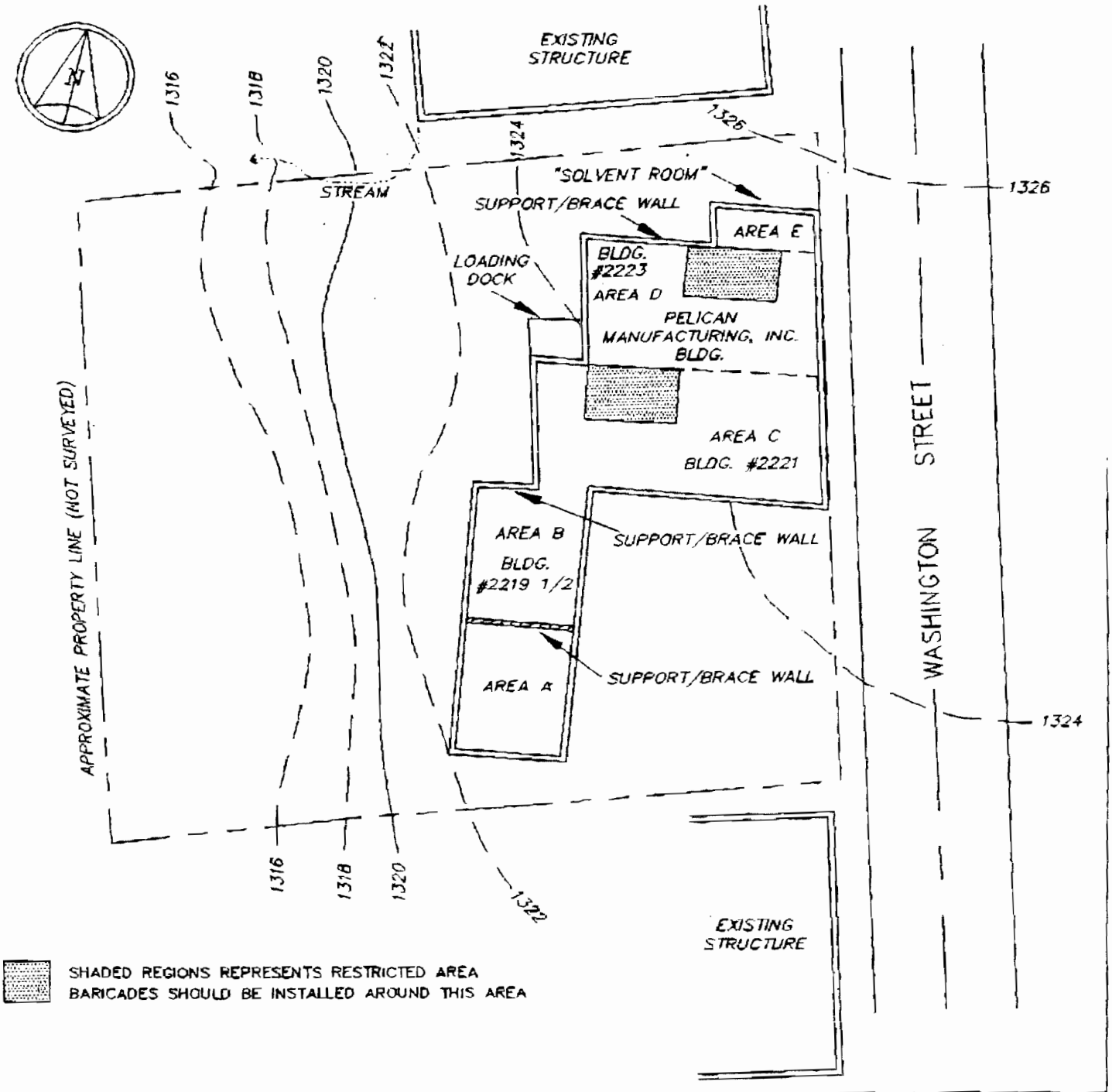
Construction of a New Building

The short and long term remedial activities can be carried out in a pre-engineered building. The building approximately 35' x 25' can be built outside at a suitable location on the lot.

The approximate cost of the pre-engineered building is $39,000 (see Appendix A for details).

Limitations of the Structural Survey

It should be noted that all the deficiencies in determining the integrity of the building were not or could not have been disclosed by this inspection. Also, the foundation condition could not be evaluated due to non-availability of the existing foundation details.



SHADED REGIONS REPRESENTS RESTRICTED AREA
BARICADES SHOULD BE INSTALLED AROUND THIS AREA

SCALE IN FEET
0 25 50

NOTE: THIS IS A MODIFIED FIGURE FROM A RUST ENVIRONMENT AND INFRASTRUCTURE DOCUMENT ENTITLED "DRAFT REMEDIAL DESIGN WORKPLAN," OCTOBER 11, 1996.

Prepared by :
TAMS CONSULTANTS, Inc.
300 Broadacres Drive, Bloomfield, New Jersey 07003

Prepared for :
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
50 Wolf Road
Albany, New York 12233

PELICAN MANUFACTURING, INC. SITE
City of Jamestown
Chautauqua County, New York
BUILDING INSPECTION

DATE :	SCALE :	FIGURE :
DECEMBER, 1996	AS SHOWN	1 – 1

New York State Department of Environmental Conservation
Division of Environmental Remediation
CAP Transmittal Memorandum

TO: **Dottie Norvik,** Cost Recovery/Grants/Payments Section **(Hand Deliver)**

FROM: James A. Moras 7-0315 through
(Project Manager) (Telephone #)

Andrew J. English Edward R. Belmore
(Section Chief) (Bureau Director)

SUBJECT: Payment Request No. 77 for SSF Standby Contract with RIST
(Consultant)

DATE: May 17, 1999

Project Name: Pelican Manufacturing

Work Assignment No.: D002520-17.1

Site No.: 9-07-010

I have reviewed the payment request for technical eligibility and recommend:

[X] **PAY** amount requested based on technical review.

[ ] **RETURN PAYMENT** to standby consultant. Reason: _____

_____

[ ] **PARTIAL PAYMENT**, see below for details.

Task/Item No.	Amount to be Withheld ($)	Reason

Additional Comments:

New York State Department of Environmental Conservation
Contracts Section, Division of Environmental Remediation
CAP Cover Memorandum

TO: ____Moras _____ (Project Manager)

FROM: Kelly A. Bologna, Contract Manager KAB

SUBJECT: Payment Request No. 77 ;Ret.Rel., for SSF Standby Contract with _____ RUST_____
(Consultant)

DATE: 3/14/99

Attached for your review is a copy of the subject CAP for the following WAs:

1) ___17_____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

Please review the CAP, sign and return the Original CAP form bearing ***original signatures*** (Consultant, PM) to Cost Recovery/Grants/Payments Section (CRGP), within five (5) working days of the date of this memo, along with the attached CAP Transmittal Memorandum.

PROJECT MANAGER - Payment Review Responsibilities

- Important: Return only the CAP form containing consultant's original signature to CRGP. Retain all backup documents for your files.
- Check costs claimed vs. approved budget: If a consultant claims costs that are either unapproved, or exceed approved budget line items, identify it in the payment transmittal memo. Review payment requests based on TAGM #4050.
- Check personal services: Check dates, names, titles, number of hours and tasks.
- Check non-personal services: Check equipment, travel dates, costs, and supplies.
- Check subcontracts: Were subcontracts approved? Check scope, dates, rates, hours, etc.
- If you approve items not included in the contract or WA, please identify these items in the payment request transmittal memo and follow up with a letter to the consultant with copies to CS and CRGP.
- Identify disallowed items in the space provided on the payment transmittal memo. In most instances, payment requests should be processed and questioned or unallowable costs withheld. Since only Contract Managers can "stop the payment clock" or return a CAP to the consultant, this step should be taken only when there are major problems with the CAP. Coordinate with CS.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF FISCAL MANAGEMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

(Consultant Contract)

TO BE COMPLETED BY CONTRACTOR		FOR AGENCY USE ON
PAYEE NAME: Rust Environment & Infrastructure	COMPTROLLER CONTRACT NUMBER: D002520-17.1	ORIGINATING AGENCY CODE: 9000
ADDRESS: 12 Metro Park Road	APPLICATION NUMBER: 77	
CITY/STATE/ZIP CODE: Albany, New York 12205	WORK PERIOD ENDING: Retainage Request	DATE APPLICATION RECEIVED
TELEPHONE NUMBER: (518) 458-1313	EMPLOYER IDENTIFICATION NUMBER: 14-1088260	

RECEIVED
MAY 14 1999
NYS Department of Environmental Conservation

With Final Payments Attach Labor Affidavits for Payroll Period to Conform to the New York State Labor Law, Section 220A.

SCHEDULE I — FINANCIAL STATEMENT

CONTRACT VALUE Line		CONTRACT WORK PERFORMED Line	
1. Original Contract	$317,863.00	1. Work performed in previous applications (Schedule V-Col 1)	$411,600.16
2. Amendments (Schedule VI)	$127,599.52	2. Work performed this application (Schedule V-Col 2)	$0.00
3. Net Contract Amount	$445,462.52	3. Work performed to date (Schedule v-Col 3)	$411,600.16
4. Maximum Retainage (5% of line 3)	$22,273.13	4. Retainage	$20,580.01
		5. Work performed to date less retainage	$391,020.15
		6. Less previous payments	$391,020.15
		7. Payment this application	$20,580.01

SCHEDULE II — CERTIFICATION BY CONTRACTOR

I Charles K Bartlett, P.E., do hereby certify that I am (Title) MANAGER OF GOVERNMENT PROGRAMS of the Company/Corporation herein referenced and contractor for the described in the foregoing application for payment. According to my knowledge and belief all items and amounts shown on the face of this aplication for payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

5/13/99 (Date) — (Signature)

SCHEDULE III — CERTIFICATION BY ENGINEER/OR PROJECT MANAGER

I certify that I have checked this aplication for payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or materials supplied by the contractor, and that the work has been performed and/or materials supplied by the contractor, and that the work has been performed and/or materials supplied in accordance with the contract requirements.

5/17/99 (Date) — James C. Mount (Signature)

SCHEDULE IV — ENDORSEMENT BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU		APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT	
Date	Signature	Date	Signature

EXPENDITURES							LIQUIDATION			
					ACCUM					
Dept.	Cost Center	Var	Yr	Object	Dept	State	Amount	Orig Agency	PO/Contract	Line

ATTACHMENT 1

Retainage Release Form

Use For DER Standby Contract Work Assignments

For and in consideration of release of retainage on the work assignment hereinafter identified, and in order to induce the New York State Department of Environmental Conservation (Department) to make such payment, the Engineer (Contractor) hereby releases the Department from any and all claims, of any nature whatsoever, arising under or in connection with the work assignment.

For and in consideration of release of retainage on the work assignment hereinafter identified, and in order to induce the Department to make such payment, the Engineer (Contractor) hereby states that it has paid all moneys due subcontractors, subconsultants, suppliers, material, men or others due payment for work or services performed in furtherance of this work assignment.

The Engineer (Contractor) hereby indemnifies and holds the Department and the State of New York harmless from any losses from claims, demands, payments, suits, actions, liens, recoveries and judgments of every nature and description brought or recovered against it by reason of failure to make such payments.

Work Assignment # D002520-17.1

Rust Environment & Infrastructure
Firm

Charles K Bartlett
Signature / Print Name

Mgr. Govt Programs
Title

Corporate

STATE OF New York

COUNTY OF Schenectady SS:

On the 13th day of May, 1999, before me personally came Charles K Bartlett, to me known, who being duly sworn, did depose and say that (s)he resides in Clifton Park that (s)he is Mgr. Govt Programs of Rust E&I 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 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 executed such instrument by like order and with authority to bind such corporation.

Angela M. Isaacson
Notary Public
ANGELA M. ISAACSON
Notary Public, State of New York
No. 01IS6004116
Qualified in Schenectady County
Commission Expires March 16, 2000

Partnership

STATE OF _____

COUNTY OF _____ SS:

On the _____ day of _____, 19____, before me personally came _____, to me known and, being duly sworn, stated that (s)he is a member or employee of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed his/her name thereto on behalf of said firm.

_____
Notary Public

Proprietorship

STATE OF _____

COUNTY OF _____ SS:

On the _____ day of _____, 19____, before me personally came _____, to me known 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.

_____
Notary Public

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure, P.E., ARCH. & L.S., P.C.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

May 10, 1999

Ms. Kelly Bologna
Contracts Development and Administration Section
New York State Department of Environmental Conservation
50 Wolf Road
Albany NY 12233

RE: Work Assignment #D002520-17.1
Retainage Release

Dear Ms. Bologna:

Please find enclosed with Rust's Application for Payment (CAP) #77, the Retainage Release for the above Work Assignment. The retainage is in the amount of $20,580.01 which represents 5% of invoiced quantities to date totaling $411,600.16. Included is a notarized retainage release form and a letter from TAMS Consultants, Inc. who provided subconsultant services for the work.

Additionally for your information, the final was included and approved in CAP #52.

If you have any questions, please contact Angela Isaacson or myself at 458-1313.

Thank you for your attention in this matter.

Sincerely,

Charles K Bartlett
Manager of Government Programs

c: A. Isaacson

RUST Rust Environment & Infrastructure Inc.

A Rust International Company
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

May 13, 1998

Mr. R. Bruce Fidler, P.E.
Program Manager
TAMS Consultants, Inc.
300 Broadacres Drive
Bloomfield, N.J. 07003

RE: NYS Superfund Standby Contract No. D002520
Pelican Manufacturing Site Billing Status/Closeout

Dear Bruce:

TAMS performed services under our Standby Contract with the New York State Department of Environmental Conservation on the above referenced project. Your work for the project has been completed and no further services are contemplated on this assignment. In order to close out this Work Assignment, your cooperation in administrative matters is requested.

Our records show that your firm has been paid for all approved invoice amounts, and that these amounts represent the full reimbursable value of your services under your subconsultant agreement for this assignment. Please review your records and sign and return this letter at your earliest convenience.

Please contact Angela Issacson or me regarding any questions on this matter.

Sincerely,

Helen H. Mongillo
Project Manager

c: A. Issacson

P:\NYSDEC\PELRD\REPORTS\RETAIN.LET

The signature of the authorized representative below releases all claims against Rust Environment and Infrastructure, Inc.(Rust) arising under, or by virtue of, the Subconsultant Agreement between Rust and TAMS dated March 21, 1990, and Supplemental Agreement No. 1 dated April 24, 1997, for all work performed at or in reference to the Pelican Manufacturing Site, Work Assignment No. D002520-35.0.

R. Bruce Fidler
(Name)

Senior Associate
(Title)

R. Bruce Fidler
(Signature)

5/28/98
(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) 4576-9279 FAX: (518) 457-3206

bcc: M. Mateunas
D. Crosby
J. Moras
T. Vickerson
J. Harrington
B. Brown
L. Dolata
J. Grathwol
D. Camp
Dayfile
kb1\smyers.wpd

April 14, 1999

Mr. Steve Myers
Earth Tech/RUST
12 Metro Park Road
Albany, New York 12205

9 1999

Dear Mr. Myers:

Re: Contract #D002520 Closeout

As you know, the above-referenced contract expired 03/27/97. However, there are still a number of open work assignments due to delayed submission of retainage release requests from Earth Tech. According to our records the following work assignments still need to be closed.

Work Assignment #D002520	***Site Name***
3	PSA (Cricket Hill)
14	Sweden 3-Chapman
17	Pelican Mfg.
18	Lehigh Valley Derail. O&M
19	Sweden Biotrt (IIWA)
20	60-62 W. Main St. Oswego (IIWA)
24	Philmar Electronics
34	NOW Corp. OU#1
36	Owego W. Main St.

The Division wants to fully closeout the contract by July so it can prepare its administrative record. In addition, the Office of the State Comptroller could delay payments since the contract has expired. Therefore, I would appreciate it if you would give this matter your immediate attention.

Please submit the appropriate requests of release of retainage, including all subcontractor affidavits and a copy of DEC's Satisfactory of Completion by May 15, 1999.

Sincerely,

Raymond E. Lupe

Raymond E. Lupe, P.E.
Chief, Contracts Section

Enclosure

To: Heather Daly of Gradient Corporation

Fax: 617-864-~~6469~~ 6469

From: **Shive Mittal**

Date: November 13, 1998

Pages: 11 , including cover sheet.

fax

Re: Pelican Manufacturing Site

Pages from the ROD as requested by you. For full copy of the ROD and all pertinent data regarding this site is available at the site repository at James A. Prendergast Public Library, 509 Cherry Street, James Town, NY

From the desk of...

Shive Mittal
Project Manager
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

518-457-0315
Fax: 518-457-3972

C:\OFFICE\WPWIN\WPDOCS\SHIVE.FAX

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	2200
CONNECTION TEL	p592687p6178648469
CONNECTION ID	
ST. TIME	11/16 08:59
USAGE T	05'56
PGS. SENT	11
RESULT	OK

To: Heather Daly of Gradient Corporation

Fax: 617-864-~~6469~~ 8469

From: **Shive Mittal**

Date: November 13, 1998

Pages: 11 , including cover sheet.

fax

Re: Pelican Manufacturing Site

Pages from the ROD as requested by you. For full copy of the ROD and all pertinent data regarding this site is available at the site repository at James A. Prendergast Public Library, 509 Cherry Street, James Town, NY

Contract Dev. Section: RElmore Date: 9/25/98
Division Director: _____ Date: _____

New York State Department of Environmental Conservation

MEMORANDUM

FILE COPY

TO: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation
FROM: Edward R. Belmore, Director, Bureau of Western Remedial Action, DER
SUBJECT: **Conceptual Approval for Amendment to Work Assignment #D002520-35** for Pelican Manufacturing Site, Site No. 9-07-010, Chautauqua County, New York
DATE: SEP 3 1998

Approved: E R Belmore
Michael J. O'Toole, Jr.
9/21/98

Attached is a copy of the proposed closeout budget for the Standby Contract Work Assignment # D002520-35, with Rust Environment & Infrastructure (Rust), for Remedial Design.

The original work assignment amount	$50,052
Estimated increase for this closeout	$4,785
Total WA cost	$54,837

Fund Name and Cost Center:

Fund Name: 1986 EQBA
Cost Center: To be assigned

General Discussion and Justification (Background, Purpose):

By letter dated November 4, 1996 the Work Plan for the Work Assignment #D002520-35, with Rust, was approved in the amount of $50,052. Under this W.A., Rust prepared limited design documents that established performance requirements for each component of the remedy and prepared a cost estimate to construct and operate the system. Through a conceptual approval memorandum dated September 5,1997 this W.A. was amended to include the remedial construction and construction oversight. Because of issues regarding the renewal of Rust's Standby Contract, the NYSDEC and Rust jointly agreed that the remedial construction and construction oversight be performed under new work assignment #D003821-01. The NYSDEC and Rust also agreed that the old W.A. #D002520-35 will be closed out and the actual cost of work plan development for the new Work Assignment will be included in the old W.A.

Therefore, approval is requested to closeout the old work assignment using the attached one page final budget. The closeout include additional work plan development costs and the cost associated with the investigation for the structural integrity of the existing building. The additional costs have been reviewed and are reasonable.

Alternative:

There is no other feasible or cost effective method to accomplish this work with State personnel or equipment.

Affirmative Action Issue:

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 Fish and Wildlife
Division of Water
New York State Department of Health

DEC Attorney and Potential Legal Issues:

Contract Attorney: M. Murray
Program Attorney: J. Eckl

Attachments

cc: w/att: B. Moulhem, M/WBE Unit
R. Lupe - Contract Section
D. Norvik - Cost Recovery, Grants and Payments Section

ATTACHMENT A

Standby Consultant: **Rust Environment and Infrastructure**

Final WA Budget
Work Assignment #D00 2520-35

Expenditure Category	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total
1. Direct Salary Costs	1,161.32	4,509.97	712.67						6,383.96
2. Indirect Costs	1,816.31	7,053.59	1,114.62						9,984.52
3. Subtotal Direct Salary Costs & Indirect Costs	2,977.63	11,563.56	1,827.29						16,368.48
4. Travel Cost	0.00	520.01	0.00						520.01
5. Direct Non-Salary Costs	21.72	349.47	0.00						371.19
6. Subtotal Direct Non-Salary Costs	21.72	869.48	0.00						891.20
7. Subcontractor Costs	2,696.74	33,374.54	0.00						36,071.28
8. Total Contract Costs	5,696.09	45,807.58	1,827.29						53,330.96
9. Subcontract Mgmt Fee	0.00	0.00	0.00						0.00
10. Fixed Fee	273.94	1,063.85	168.11						1,505.90
11. Total WA Cost	5,970.03	46,871.43	1,995.40						54,836.86

This final budget is hereby accepted and will constitute the basis for final payment under this work assignment. No exceptions are made.

Authorized Representative: _____ Charles K Bodleth, P.E.
Signature **Print Name**

NYSDEC Program Mgr. 8/31/98
Title **Date**

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Total Assignment
Complete (%): 109%

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$505.69	$5,878.27	$0.00	$6,383.96	$0.00	$6,383.96	$4,539.05	($1,844.91)
2 Indirect Costs (156.4%)	$790.89	$9,193.63	$0.00	$9,984.52	$0.00	$9,984.52	$7,099.07	($2,885.45)
3 Subtotal Direct Salary Costs and Indirect Costs	$1,296.58	$15,071.90	$0.00	$16,368.48	$0.00	$16,368.48	$11,638.12	($4,730.36)
4 Travel	$0.00	$520.01	$0.00	$520.01	$0.00	$520.01	$2,115.00	$1,594.99
5 Other Non-Salary Costs	$0.00	$371.19	$0.00	$371.19	$0.00	$371.19	$200.00	($171.19)
6 Subtotal Direct Non-Salary Costs	$0.00	$891.20	$0.00	$891.20	$0.00	$891.20	$2,315.00	$1,423.80
7 Subcontractors	$590.24	$35,481.04	$0.00	$36,071.28	$0.00	$36,071.28	$35,028.48	($1,042.80)
8 Total Work Assignment Cost	$1,886.82	$51,444.14	$0.00	$53,330.96	$0.00	$53,330.96	$48,981.60	($4,349.36)
9 Fixed Fee	$452.20	$1,053.70	$0.00	$1,505.90	$0.00	$1,505.90	$1,070.71	($435.19)
10 Total Work Assignment Price	**$2,339.02**	**$52,497.84**	**$0.00**	**$54,836.86**	**$0.00**	**$54,836.86**	**$50,052.31**	($4,784.55)

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Task 1 - Work Plan Development

MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$0.00	$1,161.32	$0.00	$1,161.32	$0.00	$1,161.32	$1,294.07	$132.75
2 Indirect Costs (156.4%)	$0.00	$1,816.31	$0.00	$1,816.31	$0.00	$1,816.31	$2,023.92	$207.61
3 Subtotal Direct Salary Costs and Indirect Costs	$0.00	$2,977.63	$0.00	$2,977.63	$0.00	$2,977.63	$3,317.99	$340.36
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,115.00	$2,115.00
5 Other Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$200.00	$178.28
6 Subtotal Direct Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$2,315.00	$2,293.28
7 Subcontractors	$0.00	$2,696.74	$0.00	$2,696.74	$0.00	$2,696.74	$2,763.51	$66.77
8 Total Work Assignment Cost	$0.00	$5,696.09	$0.00	$5,696.09	$0.00	$5,696.09	$8,396.50	$2,700.41
9 Fixed Fee	$66.85	$207.09	$0.00	$273.94	$0.00	$273.94	$305.26	$31.32
10 Total Work Assignment Price	**$66.85**	**$5,903.18**	**$0.00**	**$5,970.03**	**$0.00**	**$5,970.03**	**$8,701.76**	**$2,731.73**

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Task 2 - Plans & Specifications

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$128.41	$4,381.56	$0.00	$4,509.97	$0.00	$4,509.97	$3,244.98	($1,264.99)
2 Indirect Costs (156.4%)	$200.83	$6,852.76	$0.00	$7,053.59	$0.00	$7,053.59	$5,075.15	($1,978.44)
3 Subtotal Direct Salary Costs and Indirect Costs	$329.24	$11,234.32	$0.00	$11,563.56	$0.00	$11,563.56	$8,320.13	($3,243.43)
4 Travel	$0.00	$520.01	$0.00	$520.01	$0.00	$520.01	$0.00	($520.01)
5 Other Non-Salary Costs	$0.00	$349.47	$0.00	$349.47	$0.00	$349.47	$0.00	($349.47)
6 Subtotal Direct Non-Salary Costs	$0.00	$869.48	$0.00	$869.48	$0.00	$869.48	$0.00	($869.48)
7 Subcontractors	$590.24	$32,784.30	$0.00	$33,374.54	$0.00	$33,374.54	$32,264.97	($1,109.57)
8 Total Work Assignment Cost	$919.48	$44,888.10	$0.00	$45,807.58	$0.00	$45,807.58	$40,585.10	($5,222.48)
9 Fixed Fee	$217.24	$846.61	$0.00	$1,063.85	$0.00	$1,063.85	$765.45	($298.40)
10 Total Work Assignment Price	**$1,136.72**	**$45,734.71**	**$0.00**	**$46,871.43**	**$0.00**	**$46,871.43**	**$41,350.55**	**($5,520.88)**

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Task 3 - Remedial Construction Work Plan

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$377.28	$355.39	$0.00	$732.67	$0.00	$732.67	$0.00	($732.67)
2 Indirect Costs (156.4%)	$590.06	$524.56	$0.00	$1,114.62	$0.00	$1,114.62	$0.00	($1,114.62)
3 Subtotal Direct Salary Costs and Indirect Costs	$967.34	$859.95	$0.00	$1,827.29	$0.00	$1,827.29	$0.00	($1,827.29)
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5 Other Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6 Subtotal Direct Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8 Total Work Assignment Cost	$967.34	$859.95	$0.00	$1,827.29	$0.00	$1,827.29	$0.00	($1,827.29)
9 Fixed Fee	$168.11	$0.00	$0.00	$168.11	$0.00	$168.11	$0.00	($168.11)
10 Total Work Assignment Price	**$1,135.45**	**$859.95**	**$0.00**	**$1,995.40**	**$0.00**	**$1,995.40**	**$0.00**	**($1,995.40)**

Project Manager (Engineer) _____ Date _____

Contract Dev. Section: R.E.[illegible] Date: 9/25/98 [illegible]
Division Director: ______ Date: ______

New York State Department of Environmental Conservation

MEMORANDUM

TO: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation
FROM: Edward R. Belmore, Director, Bureau of Western Remedial Action, DER
SUBJECT: **Conceptual Approval for Amendment to Work Assignment** #D002520-35 for Pelican Manufacturing Site, Site No. 9-07-010, Chautauqua County, New York
DATE: SEP 3 1998

Approved [illegible] 9/21/98

Attached is a copy of the proposed closeout budget for the Standby Contract Work Assignment # D002520-35, with Rust Environment & Infrastructure (Rust), for Remedial Design.

The original work assignment amount	$50,052
Estimated increase for this closeout	$4,785
Total WA cost	$54,837

Fund Name and Cost Center:

Fund Name: 1986 EQBA
Cost Center: To be assigned

General Discussion and Justification (Background, Purpose):

By letter dated November 4, 1996 the Work Plan for the Work Assignment #D002520-35, with Rust, was approved in the amount of $50,052. Under this W.A., Rust prepared limited design documents that established performance requirements for each component of the remedy and prepared a cost estimate to construct and operate the system. Through a conceptual approval memorandum dated September 5,1997 this W.A. was amended to include the remedial construction and construction oversight. Because of issues regarding the renewal of Rust's Standby Contract, the NYSDEC and Rust jointly agreed that the remedial construction and construction oversight be performed under new work assignment #D003821-01. The NYSDEC and Rust also agreed that the old W.A. #D002520-35 will be closed out and the actual cost of work plan development for the new Work Assignment will be included in the old W.A.

Therefore, approval is requested to closeout the old work assignment using the attached one page final budget. The closeout include additional work plan development costs and the cost associated with the investigation for the structural integrity of the existing building. The additional costs have been reviewed and are reasonable.

Alternative:

There is no other feasible or cost effective method to accomplish this work with State personnel or equipment.

Affirmative Action Issue:

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 Fish and Wildlife
Division of Water
New York State Department of Health

DEC Attorney and Potential Legal Issues:

Contract Attorney: M. Murray
Program Attorney: J. Eckl

Attachments

cc: w/att: B. Moulhem, M/WBE Unit
R. Lupe - Contract Section
D. Norvik - Cost Recovery, Grants and Payments Section

bcc: w/att: M. Doster, Region 9
K.Bologna, DEC Contract Manager
S. Mittal, DEC Project Manager

bcc: w/o att: MOT
E. Belmore (2)
A. English

ATTACHMENT A

Standby Consultant: Rust Environment and Infrastructure

Final WA Budget
Work Assignment #D00 2520-35

Expenditure Category	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total
1. Direct Salary Costs	1,161.32	4,509.97	712.67						6,383.96
2. Indirect Costs	1,816.31	7,053.59	1,114.62						9,984.52
3. Subtotal Direct Salary Costs & Indirect Costs	2,977.63	11,563.56	1,827.29						16,368.48
4. Travel Cost	0.00	520.01	0.00						520.01
5. Direct Non-Salary Costs	21.72	349.47	0.00						371.19
6. Subtotal Direct Non-Salary Costs	21.72	869.48	0.00						891.20
7. Subcontractor Costs	2,696.74	33,374.54	0.00						36,071.28
8. Total Contract Costs	5,696.09	45,807.58	1,827.29						53,330.96
9. Subcontract Mgmt Fee	0.00	0.00	0.00						0.00
10. Fixed Fee	273.94	1,063.85	168.11						1,505.90
11. Total WA Cost	5,970.03	46,871.43	1,995.40						54,836.86

This final budget is hereby accepted and will constitute the basis for final payment under this work assignment. No exceptions are made.

Authorized Representative: _____ Charles K Bodtke, P.E.
Signature — Print Name

NYSDEC Program Mgr. — 8/31/98
Title — Date

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Total Assignment
Complete (%): 109%

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$505.69	$5,878.27	$0.00	$6,383.96	$0.00	$6,383.96	$4,539.05	($1,844.91)
2 Indirect Costs (156.4%)	$790.89	$9,193.63	$0.00	$9,984.52	$0.00	$9,984.52	$7,099.07	($2,885.45)
3 Subtotal Direct Salary Costs and Indirect Costs	$1,296.58	$15,071.90	$0.00	$16,368.48	$0.00	$16,368.48	$11,638.12	($4,730.36)
4 Travel	$0.00	$520.01	$0.00	$520.01	$0.00	$520.01	$2,115.00	$1,594.99
5 Other Non-Salary Costs	$0.00	$371.19	$0.00	$371.19	$0.00	$371.19	$200.00	($171.19)
6 Subtotal Direct Non-Salary Costs	$0.00	$891.20	$0.00	$891.20	$0.00	$891.20	$2,315.00	$1,423.80
7 Subcontractors	$590.24	$35,481.04	$0.00	$36,071.28	$0.00	$36,071.28	$35,028.48	($1,042.80)
8 Total Work Assignment Cost	$1,886.82	$51,444.14	$0.00	$53,330.96	$0.00	$53,330.96	$48,981.60	($4,349.36)
9 Fixed Fee	$452.20	$1,053.70	$0.00	$1,505.90	$0.00	$1,505.90	$1,070.71	($435.19)
10 Total Work Assignment Price	**$2,339.02**	**$52,497.84**	**$0.00**	**$54,836.86**	**$0.00**	**$54,836.86**	**$50,052.31**	($4,784.55)

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Task 1 - Work Plan Development

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$0.00	$1,161.32	$0.00	$1,161.32	$0.00	$1,161.32	$1,294.07	$132.75
2 Indirect Costs (156.4%)	$0.00	$1,816.31	$0.00	$1,816.31	$0.00	$1,816.31	$2,023.92	$207.61
3 Subtotal Direct Salary Costs and Indirect Costs	$0.00	$2,977.63	$0.00	$2,977.63	$0.00	$2,977.63	$3,317.99	$340.36
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,115.00	$2,115.00
5 Other Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$200.00	$178.28
6 Subtotal Direct Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$2,315.00	$2,293.28
7 Subcontractors	$0.00	$2,696.74	$0.00	$2,696.74	$0.00	$2,696.74	$2,763.51	$66.77
8 Total Work Assignment Cost	$0.00	$5,696.09	$0.00	$5,696.09	$0.00	$5,696.09	$8,396.50	$2,700.41
9 Fixed Fee	$66.85	$207.09	$0.00	$273.94	$0.00	$273.94	$305.26	$31.32
10 Total Work Assignment Price	$66.85	$5,903.18	$0.00	$5,970.03	$0.00	$5,970.03	$8,701.76	$2,731.73

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Task 2 - Plans & Specifications

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$128.41	$4,381.56	$0.00	$4,509.97	$0.00	$4,509.97	$3,244.98	($1,264.99)
2 Indirect Costs (156.4%)	$200.83	$6,852.76	$0.00	$7,053.59	$0.00	$7,053.59	$5,075.15	($1,978.44)
3 Subtotal Direct Salary Costs and Indirect Costs	$329.24	$11,234.32	$0.00	$11,563.56	$0.00	$11,563.56	$8,320.13	($3,243.43)
4 Travel	$0.00	$520.01	$0.00	$520.01	$0.00	$520.01	$0.00	($520.01)
5 Other Non-Salary Costs	$0.00	$349.47	$0.00	$349.47	$0.00	$349.47	$0.00	($349.47)
6 Subtotal Direct Non-Salary Costs	$0.00	$869.48	$0.00	$869.48	$0.00	$869.48	$0.00	($869.48)
7 Subcontractors	$590.24	$32,784.30	$0.00	$33,374.54	$0.00	$33,374.54	$32,264.97	($1,109.57)
8 Total Work Assignment Cost	$919.48	$44,888.10	$0.00	$45,807.58	$0.00	$45,807.58	$40,585.10	($5,222.48)
9 Fixed Fee	$217.24	$846.61	$0.00	$1,063.85	$0.00	$1,063.85	$765.45	($298.40)
10 Total Work Assignment Price	**$1,136.72**	**$45,734.71**	**$0.00**	**$46,871.43**	**$0.00**	**$46,871.43**	**$41,350.55**	**($5,520.88)**

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)

MONTHLY COST CONTROL REPORT

SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure
Contract No.: D002520
Site Name: Pelican Remedial Design Project
Work Assignment No: D002520-35.0
Task 3 - Remedial Construction Work Plan

Date Prepared: Aug 31, 1998
Billing Period 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Final 75

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$377.28	$355.39	$0.00	$732.67	$0.00	$732.67	$0.00	($732.67)
2 Indirect Costs (156.4%)	$590.06	$524.56	$0.00	$1,114.62	$0.00	$1,114.62	$0.00	($1,114.62)
3 Subtotal Direct Salary Costs and Indirect Costs	$967.34	$859.95	$0.00	$1,827.29	$0.00	$1,827.29	$0.00	($1,827.29)
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5 Other Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6 Subtotal Direct Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8 Total Work Assignment Cost	$967.34	$859.95	$0.00	$1,827.29	$0.00	$1,827.29	$0.00	($1,827.29)
9 Fixed Fee	$168.11	$0.00	$0.00	$168.11	$0.00	$168.11	$0.00	($168.11)
10 Total Work Assignment Price	$1,135.45	$859.95	$0.00	$1,995.40	$0.00	$1,995.40	$0.00	($1,995.40)

Project Manager (Engineer) _____ Date _____

RUST ENVIRONMENT & INFRASTRUCTURE

Letter of Transmittal

To: Shive Mittal, Project Manager
NYSDEC
50 Wolf Rd
Albany, New York
Tel:457-0315/Fax: 457-3972

DATE: 9/1/98	PROJECT NO.
ATTENTION:	
RE: Pelican	

WE ARE SENDING YOU:

[X] Attached [ ] Prints [ ] Under separate cover via _____ the following items:

[ ] Shop drawings [ ] Change Order [ ] Plans [ ] Samples [ ] Specifications

[ ] Copy of letter [ ] [ ] _____

COPIES	DATE	NO.	DESCRIPTION
1			Revised Final 2.11gs for Pelican.

THESE ARE TRANSMITTED AS CHECKED BELOW:

[ ] For approval [ ] Approved as submitted [ ] Resubmit _____ copies for approval

[ ] For your use [ ] Approved as noted [ ] Submit _____ copies for distribution

[ ] As requested [ ] Returned for corrections [ ] Return _____ corrected prints

[ ] For review and comment [ ] _____

[ ] For Bids Due _____ 19 _____ [ ] Prints Returned After Loan to Us

REMARKS:

COPY TO:

SIGNED: Helen H. Mongillo

White Copy - Client Yellow Copy - Project File Pink Copy - Library File

If enclosures are not as noted, kindly notify us at once.

12 Metro Park Road ● Albany, New York 12205 ● (518) 458-1313 ● Fax: (518) 458-2472

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure of New York Inc.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

August 31, 1998

Shive R. Mittal, P.E.
Project Manager
NYS Department of Environmental Conservation
Bureau of Western Remedial Action
Division of Hazardous Waste Remediation
50 Wolf Road
Albany, New York 12233-7010

RE: Pelican Manufacturing Site No. 9-07-010
Work Assignment No. D002520-35
Remedial Design Closeout

Dear Mr. Mittal:

Per your fax sent on August 27, 1998, the Final Work Assignment Budget table, Attachment A has been revised and is attached. Also attached are the 2.11(g)s as they will appear in the next CAP (i.e., with the revised Fixed Fee numbers).

Please note that Chuck Bartlett is our new Program Manager for the NYSDEC standby contract and he has signed as the Authorized Representative.

Sincerely,

Helen H. Mongillo
Project Manager

P:\NYSDEC\PELRD\REPORTS\AMEND1\MITTAL3.LET

To: H. Mongillo

Fax: 518/458-2472

From: **Shive Mittal**

Date: August 27, 1998

Pages: 2, including cover sheet.

fax

Our contract development section has calculated the fixed fee. Attached please find the fixed fee eligibility for tasks 1, 2 and 3. Please resubmit the signed final one page WA budget and corrected schedule 2.11(g) pages for tasks 1, 2, 3 and Total assignment.

From the desk of...

Shive Mittal
Project Manager
N.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

518-457-0315
Fax: 518-457-3972

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Pelican Manufacturing Site #9-07-010 Final D002520-35.0							
	Task 1	Task 2	Task 3	TOTAL			
Direct	$1,161.32	$4,509.97	$712.67	$6,383.96			
Indirect	$1,816.31	$7,053.59	$1,114.62	$9,984.52			
SubTotal	$2,977.63	$11,563.56	$1,827.29	$16,368.48			
Travel	$0.00	$520.01	$0.00	$520.01			
Other	$21.72	$349.47	$0.00	$371.19			
SubTotal	$21.72	$869.48	$0.00	$891.20			
SubCont	$2,696.74	$33,374.54	$0.00	$36,071.28			
Total Assgn	$5,696.09	$45,807.58	$1,827.29	$53,330.96			
FixedFee	$273.94	$1,063.85	$168.11	$1,505.90			
TOTAL	$5,970.03	$46,871.43	$1,995.40	$54,836.86			
Note: 1. F.F. for task 1, 2 and 3 is based on 9.2% of the total of direct salary and indirect costs.							
Other figures are as per the Final P.R. # 75 by RUST.							

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure of New York Inc.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

March 23, 1998

Shive R. Mittal, P.E.
Project Manager
NYS Department of Environmental Conservation
Bureau of Western Remedial Action
Division of Hazardous Waste Remediation
50 Wolf Road
Albany, New York 12233-7010

RE: Pelican Manufacturing Site No. 9-07-010
Work Assignment No. D002520-35
Remedial Design Closeout

Dear Mr. Mittal:

As part of the Final Payment Request and Closeout procedures for the Pelican Remedial Design, Work Assignment No. D002520-35, I am sending you a Final Project Cost (FPC) package which includes a draft payment request and 2.11G forms. Also I have filled out Attachment A, the Final WA budget for your approval.

The total final budget exceeds the approved WA budget by $3,162. The changes in the specific tasks were as follows:

Task 1: The amount expended was $2,799 less than the approved WA budget of $8,702.

Task 2: The amount expended was $5,117 more than the approved WA budget of $41,351. The budget exceedance relates to approximately $1,800 expended by TAMS for the structural inspection requested by the NYSDEC and additional hours expended by Rust to publicly issue the bid and to handle issues related to the relatively unique approach to this project. As we have discussed in the past, Rust expended over 150 hours of time which was not billed in an effort to stay close to the original budget.

Task 3: The amount expended was $844 more than the approved WA budget of $1.200. The original budget was approved for the development of a Work Plan amendment for Remedial Construction and Oversight, requested in a September 16, 1997 letter from the NYSDEC. After completion of the Work Plan amendment the NYSDEC and Rust jointly agreed that the work should be performed under a new work assignment and additional hours were expended to prepare a new Work Plan for Work Assignment No. D003821-01.

If you concur with this final budget, please approve Attachment A and prepare a satisfactory completion letter to facilitate our closeout process. Please call me at 437-8341 if you have any questions.

Sincerely,

Helen H. Mongillo
Project Engineer

P:\NYSDEC\PELRD\REPORTS\AMEND1\MITTAL3.LET

ATTACHMENT A

Standby Consultant: **Rust Environment and Infrastructure**

Final WA Budget
Work Assignment #D00 2520-35

Expenditure Category	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total
1. Direct Salary Costs	1,161.32	4,509.98	712.70						6,384.00
2. Indirect Costs	1,816.31	7,053.61	1,114.67						9,984.59
3. Subtotal Direct Salary Costs & Indirect Costs	2,977.63	11,563.59	1,827.37						16,368.59
4. Travel Cost	0.00	520.01	0.00						520.01
5. Direct Non-Salary Costs	21.72	739.37	120.70						881.79
6. Subtotal Direct Non-Salary Costs	21.72	1,259.38	120.70						1,401.80
7. Subcontractor Costs	2,696.74	32,784.3	0.00						35,481.04
8. Total Contract Costs	5,696.09	45,607.27	1,948.07						53,251.43
9. Subcontract Mgmt Fee	0.00	0.00	0.00						0.00
10. Fixed Fee	207.09	860.17	96.25						1,163.51
11. Total WA Cost	5,903.18	46,467.44	2,044.32						54,414.94

This final budget is hereby accepted and will constitute the basis for final payment under this work assignment. No exceptions are made.

Authorized Representative: _____ _____

Signature **Print Name**

_____ _____

Title **Date**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF FISCAL MANAGEMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

(Consultant Contract)

TO BE COMPLETED BY CONTRACTOR		FOR AGENCY USE ONLY
PAYEE NAME Rust Environment & Infrastructure Inc.	COMPTROLLER CONTRACT NUMBER D002520-35.0	ORIGINATING AGENCY CODE 9000
ADDRESS 12 Metro Park Road	APPLICATION NUMBER Draft	
CITY/STATE/ZIP CODE Albany, New York 12205	WORK PERIOD ENDING 3/20/98	DATE APPLICATION RECEIVED
TELEPHONE NUMBER (518) 458-1313	EMPLOYER IDENTIFICATION NUMBER 14-1088260	

With Final Payments Attach Labor Affidavits for Payroll Period to Conform to the New York State Labor Law, Section 220A.

SCHEDULE I — FINANCIAL STATEMENT

CONTRACT VALUE Line		CONTRACT WORK PERFORMED Line	
1. Original Contract	$50,052.31	1. Work performed in previous applications (Schedule V-Col 1)	$52,497.84
2. Amendments (Schedule VI)	$0.00	2. Work performed this application (Schedule V-Col 2)	$1,917.10
3. Net Contract Amount	$50,052.31	3. Work performed to date (Schedule v-Col 3)	$54,414.94
4. Maximum Retainage (5% of line 3)	$2,502.62	4. Retainage	$2,720.75
		5. Work performed to date less retainage	$51,694.19
		6. Less previous payments	$49,872.95
		7. Payment this application	$1,821.24

SCHEDULE II — CERTIFICATION BY CONTRACTOR

I A. Jeffrey Mirarchi P.E., do hereby certify that I am MANAGER OF GOVERNMENT PROGRAMS of the Company/Corporation herein referenced and contractor for the described in the foregoing application for payment. According to my knowledge and belief all items and amounts shown on the face of this aplication for payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

Date _____ Signature _____

SCHEDULE III — CERTIFICATION BY ENGINEER/OR PROJECT MANAGER

I certify that I have checked this aplication for payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or materials supplied by the contractor, and that the work has been performed and/or materials supplied by the contractor, and that the work has been performed and/or materials supplied in accordance with the contract requirements.

Date _____ Signature _____

SCHEDULE IV — ENDORSEMENT BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU

Date _____ Signature _____

APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT

Date _____ Signature _____

EXPENDITURES							LIQUIDATION					
					ACCUM							
Dept	Cost Center	Var	Yr	Object	Dept	State	Amount		Orig Agency	PO/Contract	Line	F/P

Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Date Prepared: 3/20/98

Billing Period: 11/01/97-03/20/98
Invoice No. 007-39809
CAP No. :

WORK PROGRESS

SCHEDULE V **BREAKDOWN OF WORK PERFORMED**

ITEM	TYPE OF WORK	CONTRACT BUDGET	COLUMN 1 PREVIOUS WORK	COLUMN 2 WORK THIS APPLICATION	COLUMN 3 WORK TO DATE
1	Task 1 - Work Plan Development	$8,702	$5,903.18	$0.00	$5,903.18
2	Task 2 - Plans and Specifications	$41,351	$45,734.71	$732.73	$46,467.44
3	Task 3 - Rem. Construct. Work Plan	$1,412	$859.95	$1,184.37	$2,044.32
	TOTALS	$51,465	$52,497.84	$1,917.10	$54,414.94

SCHEDULE VI **APPROVED AMENDMENTS**

AMEND. NUMBER	INCREASE	DECREASE	AMENDMENT NUMBER	INCREASE	DECREASE

Rust Environment & Infrastructure Inc.
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0

Date Prepared: 3/20/98
Billing Period 11/01/97-03/20/98
Invoice No: 007-39809
CAP No. :

MONTHLY COST CONTROL REPORT
SCHEDULE 2.11(h)
SUMMARY OF LABOR HOURS
NUMBER OF DIRECT LABOR HOURS EXPENDED TO DATE/
ESTIMATED NUMBER OF DIRECT LABOR HOURS TO COMPLETION

LABOR CLASS	IX		VIII		VII		VI		V		IV		III		II		I		TOTAL NO. OF DIRECT LABOR HOURS	
TASK NO.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.
1		1.0		0.0		10.0		0.0		0.0		0.0	30.5	27.0	26.0	11.0	4.0	3.0	60.5	52.0
2		0.0		0.0	29.0	14.0		0.0	3.0	32.0	5.0	0.0	104.0	6.0	53.0	88.0	0.5	0.0	194.5	140.0
3													34.0							
TOTAL	0.0	1.0	0.0	0.0	29.0	24.0	0.0	0.0	3.0	32.0	5.0	0.0	168.5	33.0	79.0	99.0	4.5	3.0	289.0	192.0

*Note: 18 hours of Mirarchi time erroneously billed as a Level 8, transferred to Level 7.

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: Total Assignment
Complete (%): 106%

Date Prepared: 3/20/98
Billing Period: 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Draft

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$505.73	$5,878.27	$0.00	$6,384.00	$0.00	$6,384.00	$5,025.57	($1,358.43)
2 Indirect Costs (156.4%)	$790.96	$9,193.63	$0.00	$9,984.59	$0.00	$9,984.59	$7,859.99	($2,124.60)
3 Subtotal Direct Salary Costs and Indirect Costs	$1,296.69	$15,071.90	$0.00	$16,368.59	$0.00	$16,368.59	$12,885.56	($3,483.03)
4 Travel	$0.00	$520.01	$0.00	$520.01	$0.00	$520.01	$2,115.00	$1,594.99
5 Other Non-Salary Costs	$510.60	$371.19	$0.00	$881.79	$0.00	$881.79	$200.00	($681.79)
6 Subtotal Direct Non-Salary Costs	$510.60	$891.20	$0.00	$1,401.80	$0.00	$1,401.80	$2,315.00	$913.20
7 Subcontractors	$0.00	$35,481.04	$0.00	$35,481.04	$0.00	$35,481.04	$35,078.48	($402.56)
8 Total Work Assignment Cost	$1,807.29	$51,444.14	$0.00	$53,251.43	$0.00	$53,251.43	$50,279.04	($2,972.39)
9 Fixed Fee	$109.81	$1,053.70	$0.00	$1,163.51	$0.00	$1,163.51	$1,185.47	$21.96
10 Total Work Assignment Price	**$1,917.10**	**$52,497.84**	**$0.00**	**$54,414.94**	**$0.00**	**$54,414.94**	**$51,464.51**	**($2,950.43)**

Project Manager (Engineer) _____ Date _____

Rust Environment & Infrastructure Inc.
PROJECT ANALYSIS REPORT - JOB CLASS
CAP No. :

Period from	11/01/97-03/20/98	Project Manager:	Helen Mongillo
Project No:	39809	Asst. Project Manager:	
Description:	Pelican Remedial Design	Division/Dept.:	Rust/Albany
Total Assignment		Date Processed:	3/20/98

NSPE Level	Employee No.	Employee Name	Hours	Hourly Rate 1997	Total Cost	Explanation of Cost
L1						
Subtotal			0		$0.00	
L2						
Subtotal			2.5		$44.57	
L3						
Subtotal			22.0		$461.15	
L4						
Subtotal			0.0		$0.00	
L5						
Subtotal			0.0		$0.00	
L6						
Subtotal			0.0		$0.00	
L8						
Subtotal			0.0		$0.00	
Total Labor			24.5		$505.73	
	Overhead Allocation				$790.96	
Total Labor and Overhead					$1,296.69	
Expenses						
	Travel				$0.00	
	ODC				$510.60	
	Subcontractors				$0.00	
Total Expenses					$510.60	
Total Labor, Overhead, Expenses					$1,807.29	
	Fixed Fee				$109.81	
Total Charges					$1,917.10	

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: Task 1 - Work Plan Development
Complete (%):

Date Prepared: 3/20/98
Billing Period: 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Draft

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$0.00	$1,161.32	$0.00	$1,161.32	$0.00	$1,161.32	$1,294.07	$132.75
2 Indirect Costs (156.4%)	$0.00	$1,816.31	$0.00	$1,816.31	$0.00	$1,816.31	$2,023.92	$207.61
3 Subtotal Direct Salary Costs and Indirect Costs	$0.00	$2,977.63	$0.00	$2,977.63	$0.00	$2,977.63	$3,317.99	$340.36
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,115.00	$2,115.00
5 Other Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$200.00	$178.28
6 Subtotal Direct Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$2,315.00	$2,293.28
7 Subcontractors	$0.00	$2,696.74	$0.00	$2,696.74	$0.00	$2,696.74	$2,763.51	$66.77
8 Total Work Assignment Cost	$0.00	$5,696.09	$0.00	$5,696.09	$0.00	$5,696.09	$8,396.50	$2,700.42
9 Fixed Fee	$0.00	$207.09	$0.00	$207.09	$0.00	$207.09	$305.26	$98.17
10 Total Work Assignment Price	**$0.00**	**$5,903.18**	**$0.00**	**$5,903.18**	**$0.00**	**$5,903.18**	**$8,701.76**	**$2,798.59**

Project Manager (Engineer) _____ Date _____

Rust Environment & Infrastructure Inc.
PROJECT ANALYSIS REPORT - JOB CLASS
CAP No. :

Period from	11/01/97-03/20/98	Project Manager:	Helen Mongillo
Project No:	39809	Asst. Project Manager:	
Description:	Pelican Remedial Design	Division/Dept.:	Rust/Albany
Task 1 - Work Plan Development		Date Processed:	3/20/98

NSPE Level	Employee No.	Employee Name	Hours	Hourly Rate 1997	Total Cost	Explanation of Cost
L1						
Subtotal			**0.0**		**$0.00**	
L2						
	6661	Angela Isaacson	0.0	17.5480	$0.00	
Subtotal			**0.0**		**$0.00**	
L3						
Subtotal			**0.0**		**$0.00**	
L4						
Subtotal			0.0		$0.00	
L5						
Subtotal			0.0		$0.00	
L6						
Subtotal			0.0		$0.00	
L8						
Subtotal			0.0		$0.00	

Total Labor	**0.0**	**$0.00**
Overhead Allocation		$0.00
Total Labor and Overhead		$0.00
Expenses		
Travel		$0.00
ODC		$0.00
Subcontractors		$0.00
Total Expenses		$0.00
Total Labor, Overhead, Expenses		$0.00
Fixed Fee		$0.00
Total Charges		$0.00

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: Task 2 - Plans and Specifications
Complete (%):

Date Prepared: 3/20/98
Billing Period: 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Draft

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$128.42	$4,381.56	$0.00	$4,509.98	$0.00	$4,509.98	$3,244.98	($1,265.00)
2 Indirect Costs (156.4%)	$200.85	$6,852.76	$0.00	$7,053.61	$0.00	$7,053.61	$5,075.15	($1,978.46)
3 Subtotal Direct Salary Costs and Indirect Costs	$329.27	$11,234.32	$0.00	$11,563.59	$0.00	$11,563.59	$8,320.13	($3,243.46)
4 Travel	$0.00	$520.01	$0.00	$520.01	$0.00	$520.01	$0.00	($520.01)
5 Other Non-Salary Costs	$389.90	$349.47	$0.00	$739.37	$0.00	$739.37	$0.00	($739.37)
6 Subtotal Direct Non-Salary Costs	$389.90	$869.48	$0.00	$1,259.38	$0.00	$1,259.38	$0.00	($1,259.38)
7 Subcontractors	$0.00	$32,784.30	$0.00	$32,784.30	$0.00	$32,784.30	$32,264.97	($519.33)
8 Total Work Assignment Cost	$719.17	$44,888.10	$0.00	$45,607.27	$0.00	$45,607.27	$40,585.10	($5,022.17)
9 Fixed Fee	$13.56	$846.61	$0.00	$860.17	$0.00	$860.17	$765.45	($94.72)
10 Total Work Assignment Price	**$732.73**	**$45,734.71**	**$0.00**	**$46,467.44**	**$0.00**	**$46,467.44**	**$41,350.55**	**($5,116.89)**

Project Manager (Engineer) _____ Date _____

Rust Environment & Infrastructure Inc.
PROJECT ANALYSIS REPORT - JOB CLASS
CAP No. :

Period from	11/01/97-03/20/98	Project Manager:	Helen Mongillo
Project No:	39809	Asst. Project Manager:	
Description:	Pelican Remedial Design	Division/Dept.:	Rust/Albany
Task 2 - Plans and Specifications		Date Processed:	3/20/98

NSPE Level	Employee No.	Employee Name	Hours	Hourly Rate 1997	Total Cost	Explanation of Cost
L1						
Subtotal			**0.0**		**$0.00**	
L2						
	6661	Angela Isaacson	1.5	17.5480	$26.32	
	6661	Angela Isaacson	1.0	18.2500	$18.25	
Subtotal			**2.5**		**$44.57**	
L3						
	6713	Helen H Mongillo	4.0	20.9615	$83.85	
Subtotal			**4.0**		**$83.85**	
L4						
Subtotal			**0.0**		**$0.00**	
L5						
Subtotal			**0.0**		**$0.00**	
L6						
Subtotal			**0.0**		**$0.00**	
L8						
Subtotal			**0.0**		**$0.00**	

Total Labor	**6.5**	**$128.42**
Overhead Allocation		$200.85
Total Labor and Overhead		$329.27
Expenses		
Travel		$0.00
ODC		$389.90
Subcontractors		$0.00
Total Expenses		$389.90
Total Labor, Overhead, Expenses		$719.17
Fixed Fee		$13.56
Total Charges		$732.73

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: Task 3 - Rem. Construct. Work Plan
Complete (%):

Date Prepared: 3/20/98
Billing Period: 11/01/97-03/20/98
Invoice No.: 007-39809
CAP No. Draft

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$377.31	$335.39	$0.00	$712.70	$0.00	$712.70	$486.52	($226.18)
2 Indirect Costs (156.4%)	$590.11	$524.56	$0.00	$1,114.67	$0.00	$1,114.67	$760.92	($353.75)
3 Subtotal Direct Salary Costs and Indirect Costs	$967.42	$859.95	$0.00	$1,827.37	$0.00	$1,827.37	$1,247.44	($579.93)
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5 Other Non-Salary Costs	$120.70	$0.00	$0.00	$120.70	$0.00	$120.70	$0.00	($120.70)
6 Subtotal Direct Non-Salary Costs	$120.70	$0.00	$0.00	$120.70	$0.00	$120.70	$0.00	($120.70)
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	$50.00
8 Total Work Assignment Cost	$1,088.12	$859.95	$0.00	$1,948.07	$0.00	$1,948.07	$1,297.44	($650.63)
9 Fixed Fee	$96.25	$0.00	$0.00	$96.25	$0.00	$96.25	$114.76	$18.51
10 Total Work Assignment Price	**$1,184.37**	**$859.95**	**$0.00**	**$2,044.32**	**$0.00**	**$2,044.32**	**$1,412.20**	

Project Manager (Engineer) _____ Date _____

Rust Environment & Infrastructure Inc.
PROJECT ANALYSIS REPORT - JOB CLASS
CAP No. :

Period from	11/01/97-03/20/98	Project Manager:	Helen Mongillo
Project No:	39809	Asst. Project Manager:	
Description:	Pelican Remedial Design	Division/Dept.:	Rust/Albany
Task 3 - Rem. Construct. Work Plan		Date Processed:	3/20/98

NSPE Level	Employee No.	Employee Name	Hours	Hourly Rate 1997	Total Cost	Explanation of Cost
L1						
Subtotal			0.0		$0.00	
L2						
Subtotal			0.0		$0.00	
L3						
	6713	Helen Mongillo	18.0	20.9615	$377.31	
Subtotal			18.0		$377.31	
L4						
Subtotal			0.0		$0.00	
L5						
Subtotal			0.0		$0.00	
L6						
Subtotal			0.0		$0.00	
L8						
Subtotal			0.0		$0.00	

Total Labor	18.0	$377.31
Overhead Allocation		$590.11
Total Labor and Overhead		$967.42
Expenses		
Travel		$0.00
ODC		$120.70
Subcontractors		$0.00
Total Expenses		$120.70
Total Labor, Overhead, Expenses		$1,088.12
Fixed Fee		$96.25
Total Charges		$1,184.37

Rust E&I TIME SHEET

11/21/97 Week Ending

ANGELA M. ISAACSON NAME

6661 EMPLOYEE NUMBER

3535 OU

	CLIENT	DESCRIPTION	JOB I.D.	COST CODE	TOTAL HOURS	SAT	SUN	MON	TUE	WED	THU	FRI
1	NYSDEC	LARUSSELL SITE	35653	10100	0.20				0.2			
2	NYSDEC	COLE-ZAISER SIT	35653	10200	0.20				0.2			
3	NYSDEC	ROSE VALLEY SIT	35653	10300	0.20				0.2			
4	NYSDEC	HAIGHT FARMS SI	35653	10400	0.20				0.2			
5	NYSDEC	VALLEY FALLS SI	35653	10500	0.20				0.2			
6	NYSDEC	LA RUSSELL MULT	35653	10700	0.20				0.2			
7	NYSDEC	LA RUSSELL MULT	35653	10800	0.20				0.2			
8	NYSDEC	LA RUSSELL MULT	35653	10900	0.20				0.2			
9	NYSDEC	LA RUSSELL MULT	35653	10910	0.20				0.2			
10	NYSDEC	LA RUSSELL MULT	35653	10920	0.20				0.2			
11	NYSDEC	TASK 7 - REPORT	35142	10700	1.00				1.0			
12	NYSDEC	GLADDING FINAL	37537	10012	1.50				1.5			
13	NYSDEC	OWEGO/WARWICK I	39172	10100	1.50				1.5			
14	NYSDEC	ALMY PROJECT AD	39112	10600	2.50				2.0	0.5		
15	NYSDEC	MOHONK ROAD OPE	39396	10400	1.50					1.5		
16	NYSDEC	CONSTRUCTION OVERSIGHT	34288	10600	2.50					2.5		
17	NYSDEC	TASK 2-PLANS &	39809	10002	1.50					1.5		
18	NYSDEC	PLANS AND SPECS	200754	10200	1.00					1.0		
19	RUST ENVIRONMENT & INFRAS	LEHIGH FINAL CAP	100487	70000	3.00						3.0	
	Personal	G/L # 20810			3.50						2.5	1.0
	Holiday	20820			0.00							
	Short Term Disability	24200			0.00							
	Workers Comp	62550			0.00							
	Other Excused Absences	61220			0.00							
	Pending Errors	60130			0.00							
		TOTAL HOURS WORKED										
		PAID HOURS			Continued on the next page.							

LINE No. EXPLANATION (If required) - FOR ACCOUNTING USE ONLY

Control # 1824758944

Continued on the next page.
EMPLOYEE SIGNATURE

Continued on the next page.
SUPERVISOR SIGNATURE

Rust E&I TIME SHEET

11/21/97
Week Ending

HELEN H. MONGILLO
NAME

6713
EMPLOYEE NUMBER

203536
OU

	CLIENT	DESCRIPTION	JOB I.D.	COST CODE	TOTAL HOURS	SAT	SUN	MON	TUE	WED	THU	FRI
1	NYSDEC - CUMBERLAND BAY	TASK 6-SUPPLEME	39304	10006	15.00				4.0	3.0	3.0	5.0
2	NYSDEC - OWEGO WEST MAIN	PLANS AND SPECS	200754	10200	7.00					3.0	2.0	2.0
3	NYSDEC - PELICAN	REMEDIAL CONST. WORK PLAN	39809	10003	1.00					1.0		
4					0.00							
5	RUST ENVIRONMENT & INFRAS	VALLEY FALLS - MODELING	100323	40100	3.00				2.0	1.0		
6	RUST ENVIRONMENT & INFRAS	BORING LOG SOFTWARE	100489	10000	2.00						1.0	1.0
	Personal	G/L # 20810			12.00			8.0	2.0		2.0	
	Holiday	20820			0.00							
	Short Term Disability	24200			0.00							
	Workers Comp	62550			0.00							
	Other Excused Absences	61220			0.00							
	Pending Errors	60130			0.00							
		TOTAL HOURS WORKED			40.00			8.0	8.0	8.0	8.0	8.0
		PAID HOURS			40.00							

LINE No

EXPLANATION (If required) - FOR ACCOUNTING USE ONLY

Control # 1138356565

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

REV 11/96 FORM 12/12A (ETS 3.05) Page 1

RUST **Rust Environment & Infrastructure** *Timesheet Transfers*

Employee Name: Helen H. Mongillo Employee #: 6713

Week Ending Date of Original Timesheet: 12/05/97

	Hours	Job ID #	Costcode	G/L Account #
Transfer From:	3.0	100323	40100	
Transfer To:	3.0	39809	10002	
Transfer To:				
Reason For Transfer:	Uncertain of budget status at the time of timesheet preparation			

Employee Name: Helen H. Mongillo Employee #: 6713

Week Ending Date of Original Timesheet: 11/14/97

	Hours	Job ID #	Costcode	G/L Account #
Transfer From:	4.0	100323	40100	
Transfer To:	4.0	39809	10003	
Transfer To:				
Reason For Transfer:	Uncertain of budget status at the time of timesheet preparation			

Employee Name: Helen H. Mongillo Employee #: 6713

Week Ending Date of Original Timesheet: 11/07/97

	Hours	Job ID #	Costcode	G/L Account #
Transfer From:	7.5	100323	40100	
Transfer To:	7.5	100323	10003	
Transfer To:				
Reason For Transfer:	Uncertain of budget status at the time of timesheet preparation			

Helen H Mongillo 12/24/97

Employee Signature Date

J. [illegible] 12/30/97

Supervisor/PM Signature Date

Instructions:

1. Time transfers from job to job, GL account to job, or GL account to GL account require both the employee's signature and the appropriate approval signature. These types of transfers can only include one employee (but multiple jobs) per page.
2. Time transfers within a job, from cost code to cost code, can be authorized and approved by the Project Manager, without the employee's signature. This type of transfer can include multiple employees per page.

NOTE: The PM's signature certifies that the transfers herein are not in violation of the client's contractual agreement.

3. Whenever possible, attach a copy of the timesheet or a detailed transaction report (e.g. PENDING_ERRORS, etc).
4. This original transfer form must be complete when received in Accounting or it will be returned.

RUST **Rust Environment & Infrastructure** *Timesheet Transfers*

Employee Name: Helen H. Mongillo Employee #: 6713

Week Ending Date of Original Timesheet: 10/31/97

	Hours	Job ID #	Costcode	G/L Account #
Transfer From:	5.5	100323	40100	
Transfer To:	5.5	39809	10003	
Transfer To:				
Reason For Transfer:	Uncertain of budget status at the time of timesheet preparation			

Employee Name: Helen H. Mongillo Employee #: 6713

Week Ending Date of Original Timesheet: 8/22/97

	Hours	Job ID #	Costcode	G/L Account #
Transfer From:	1.0	100323	40100	
Transfer To:	1.0	39809	10002	
Transfer To:				
Reason For Transfer:	Uncertain of budget status at the time of timesheet preparation			

Employee Name: _____ Employee #: _____

Week Ending Date of Original Timesheet: _____

	Hours	Job ID #	Costcode	G/L Account #
Transfer From:				
Transfer To:				
Transfer To:				
Reason For Transfer:				

Employee Signature 12/24/97 Date

Supervisor/PM Signature 12/30/97 Date

Instructions:

1. Time transfers from job to job, GL account to job, or GL account to GL account require both the employee's signature and the appropriate approval signature. These types of transfers can only include one employee (but multiple jobs) per page.
2. Time transfers within a job, from cost code to cost code, can be authorized and approved by the Project Manager, without the employee's signature. This type of transfer can include multiple employees per page.

NOTE: The PM's signature certifies that the transfers herein are not in violation of the client's contractual agreement.

3. Whenever possible, attach a copy of the timesheet or a detailed transaction report (e.g. PENDING_ERRORS, etc).
4. This original transfer form must be complete when received in Accounting or it will be returned.

XOX BUSINESS SVCS
.D FLOOR
50 LINDEN OAKS PKWY
ROCHESTER, NY
14625
Telephone 716-231-7766
Direct Billing Inquiries To: ◄

075862227	163336270	11/13/97
Customer No.	Invoice No.	Invoice Date
Purchase Order No.	11/07/97 Date	GSA Contract No.
X001577 Xerox Order No.	11/10/97 Date Proc.	Registration No.
80667D383103 Special Reference No.	Tax	PAYABLE ON RECPT Terms of Sale

Ship To
RUST ENVIRONMENT
KIMBERLY SICILIANO

12 METRO PARK ROAD
ALBANY NY
12205

Bill To
RUST ENVIRONMENT
KIMBERLY SICILIANO
12 METRO PARK ROAD
ALBANY NY
12205

2611062

REMARKS
THANK YOU FOR YOUR ORDER - ANY QUESTIONS
PLEASE CALL SHEILA AT (716) 231-7255

Description	Quantity	Unit Price	Amount
FM MINIMUM NOVEMBER	1	8249.0500	8,249.05
COLOR OVERAGE OCTOBER	1081	.7000	756.70
O/T WEEKDAY - OCTOBER	5	26.0000	130.00
ENGINEERING OVERAGE OCT	4392	.3500	1,537.20
NYSDEC COPY BREAKDOWN			
39304.10006 - LETTER SZ	1622	.0500	81.10
39304.10006 - COLOR	108	.7500	81.00
39809.10002 - LETTER SZ	4938	.0500	246.90
39809.10002 - 24X36	143	1.0000	143.00
39809.10003 - LETTER SZ	2414	.0500	120.70
200754.10202 - LETTER	3365	.0500	168.25

269/Marketing
Check to see if billed to Pelican
OK to Bill Helen H Mangello 11/19/97
840

	SUB TOTAL	$11,513.90
NEW YORK STATE	TAX 4.0000%	460.56
ALBANY COUNTY	TAX 4.0000%	460.56
	INVOICE TOTAL	$12,435.02

Paid 11/19/97 $12,435.02 Am Ex Corp Card Spoke w/ Jo Ellen 1-800-822-2502

THANK YOU FOR DOING BUSINESS WITH XEROX BUSINESS SERVICES

Detach and Return Payment Section With Payment — Contact Customer Service Department for Change of Address

Ship To
RUST ENVIRONMENT
KIMBERLY SICILIANO

12 METRO PARK ROAD
ALBANY NY
12205

Bill To
RUST ENVIRONMENT
KIMBERLY SICILIANO
12 METRO PARK ROAD
ALBANY NY
12205

Send Payment To:
XEROX CORPORATION
P O BOX 827598
PHILADELPHIA, PA
19182-7598

When Paying Electronically See Reverse Side
Invoice Amount

For Xerox Use Only

00-494-8956 1 075862227 163336270 11/13/97 102X > $12,435.02

380 310010020 S
Q000106

S485 1 WMI84

X X

202100008070060 1633362701 0312435024 207586222778

Rust E&I *TIME SHEET*

DRAFT COPY

03/20/98	ANGELA M. ISAACSON	6661	3535	6
Week Ending	NAME	EMPLOYEE NUMBER	OU	PAY GROUP

	CLIENT	DESCRIPTION	JOB I.D.	COST CODE	TOTAL HOURS	SAT	SUN	MON	TUE	WED	THU	FRI
1	NYSDEC	SUPPLEMENTAL SITE INVESTIGATI	39304	10006	4.00						4.0	
2	RUST ENVIRONMENT & INFRAS	NYSDEC NON-BILL	100487	70000	4.00						4.0	
3	NYSDEC	TASK 2-PLANS &	39809	10002	1.00							1.0
4	RUST ENVIRONMENT & INFRAS	ACCOUNTING	100487	50000	24.00			8.0	8.0	8.0		
	Personal	G/L # 20810			0.00							
	Holiday	20820			0.00							
	Short Term Disability	24200			0.00							
	Workers Comp	62550			0.00							
	Other Excused Absences	61220			0.00							
	Pending Errors	60130			0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0
		TOTAL HOURS WORKED			33.00			8.0	8.0	8.0	8.0	1.0
		PAID HOURS			40.00							

LINE No.

EXPLANATION (If required) - FOR ACCOUNTING USE ONLY

Angela Isaacson

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure of New York Inc.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

June 30, 1998

Shive R. Mittal, P.E.
Project Manager
NYS Department of Environmental Conservation
Bureau of Western Remedial Action
Division of Hazardous Waste Remediation
50 Wolf Road
Albany, New York 12233-7010

RE: Pelican Manufacturing Site No. 9-07-010
Work Assignment No. D002520-35
Remedial Design Closeout

Dear Mr. Mittal:

CAP No. 75 includes request for payment for the retainage portion ($79.64) of an invoice from TAMS Consultants. According to Rust's records, the NYSDEC has not previously been billed for this portion of TAMS' invoice and therefore no payment has been received by Rust. Rust discovered this unpaid retainage during the closeout process and paid TAMS prior to signing the final closeout paperwork.

Sincerely,

Helen H. Mongillo
Project Engineer

P:\NYSDEC\PELRD\REPORTS\AMEND1\MITTAL3.LET

00-00-103 (6/78)

New York State Department of Environmental Conservation

MEMORANDUM

TO: Andrew English / Shive Mittal
FROM: R. Lupe / Kelly Bologna
SUBJECT: RUST WA # D003821-1 Pelican Manfg.
DATE: Fri. 5/22/98

Andrew/Shive; Before this proposal can be seriously considered RUST must demostrate

* 1) Who is doing what, exactly who is responsible for what;
2) What the actual M/W BE participation will be;
* 3) Qualifications of Larsen (they will be req'd to submit recent cost presentation),

** AND note that with all of the above it does not assure approval by OSC on the amendment.

I have a copy - A

RUST Rust Environment & Infrastructure Inc.

A Rust International Company
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

May 20, 1998

Raymond E. Lupe, P.E.
Chief, Contract Development Section
Bureau of Program Management
New York State Department of Environmental Conservation
50 Wolf Road
Albany, N.Y. 12233-7010

RE: M/WBE Participation
Contract No. D003821

Dear Ray:

The purpose of this letter is to propose a solution to our low Minority/Woman Business Enterprise (M/WBE) utilization on the above referenced contract.

As a result of our meeting with your Minority and Women Business Programs on April 30, 1998, Rust submitted an M/WBE Utilization Plan on May 14, 1998. As documented in that plan, Rust has extended significant good faith efforts towards meeting our utilization goals. However, in spite of those efforts, our actual utilization of M/WBE firms remains low. Also, as provided in our utilization plan and subject to your approval, Rust is in the process of establishing a standby subconsulting agreement with Larsen Engineers, a MBE, for engineering and surveying services.

To remedy our low utilization so as to avoid a curtailment of our work assignments as suggested at our meeting, Rust proposes to transfer to Larsen the entire Construction Management Work Assignment for the Pelican Manufacturing Site (WA # D003821-1). Under this scenario, which would be acceptable to Larsen, Rust as the prime contractor would retain responsibility for overall project direction. Rust would assign to Larsen our interest in the existing subcontract with CRA Services. Larsen would provided all services related to subcontractor management, construction inspection and project management. With this arrangement, nearly all of the dollar value of the work assignment ($631, 743) would be awarded to an MBE and Rust would meet our utilization goal this year.

Please provide we with your comments on this approach. I expect to have a draft subcontract with Larsen completed this week. Please call me at 435-7284 if you have any questions.

Sincerely,

Jeff Mirarchi, P.E.
Manager, Environmental Restoration

H:\NYSDEC\LAR_LTR2.WPD

Conference Call Agenda
May 27,1998
DEC and RUST

PELICAN

I. Overall Contract Issues

a) Procurement of Standby subcontracts; benefits of:

1) Mechanism for M/WBE Utilization
2) Streamline WP Approval Process

II. Site Specific Issues

a) Pelican Manufacturing Site M/WBE Utilization Proposal

1) Rust retains responsibility for overall project, change orders, etc.

- CRA must remain subcontractor to Rust.

2) Larson involvement for M/WBE participation and issues surrounding conditions for acceptance:

- Qualifications
- Acceptable level of involvement
- Associated Administrative and Technical Cost, learning curve
- Defined responsibilities of all involved
- Rebudgets/Amendments
- Subcontract sent May 26, 1998

3) Rust - M/WBE participation credit only for portion of work actually performed by M/WBE. Larsen and Rust's CRA subcontract are separately considered for M/WBE participation credit.

b) Farrell Property Subcontracts

1) Solicitation effort inadequate to ensure acceptable quote package

- Drilling ($23,808; 5 solicitations, 4 bids received)
- Surveying($7,500; 3 solicitations, 1 received)
- Geoprobe ($4,950; 1 solicitation)
  - not a sole source technology for M/WBE
  - $1,450 per day is high

2) Comparison of efficient administrative process with standby subs in place

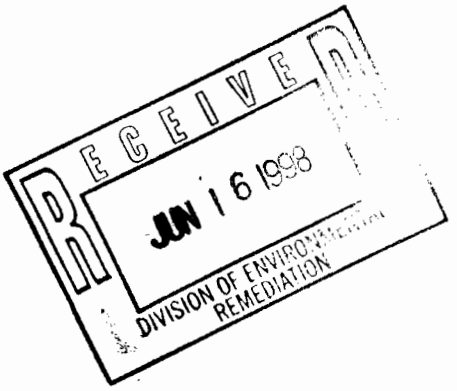
c) Owego West Main Street Site

1) Standby Subconsultant Procurment

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure of New York Inc.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472



June 12, 1998

Andrew J. English, PE
Chief, Remedial Section B
NYSDEC Bureau of Western Remedial Action
50 Wolf Road
Albany, New York 12233-7010

RE: Pelican Manufacturing Site
Site No. 9-07-010

Dear Mr. English:

Attached is the final documentation required for closeout of Work Assignment D002520-35 that you requested in your April 15, 1998 letter. The Retainage Release Form (Attachment 1) has been signed and is accompanied by a release letter from TAMS Consultants, Inc. OSC Forms "Prime Contractor's Certification" and "Subcontractor's Certification", Attachments 2 and 3, respectively, are not applicable to the Pelican project as there were no prevailing wage contractors used for this Work Assignment.

If there is any additional information you need for closeout of this project please feel free to call me at (518) 437-8341.

Sincerely,

Helen H. Mongillo
Project Manager

P:\NYSDEC\PELRD\CORRESP\ENGLISH.LET

ATTACHMENT 1

Retainage Release Form

Use For DHWR Standby
Contract Work Assignments

For and in consideration of release of retainage on the work assignment hereinafter identified, and in order to induce the New York State Department of Environmental Conservation (Department) to make such payment, the Engineer (Contractor) hereby releases the Department from any and all claims, of any nature whatsoever, arising under or in connection with the work assignment.

For and in consideration of release of retainage on the work assignment hereinafter identified, an din order to induce the Department to make such payment, the Engineer (Contractor) hereby states that it has paid all moneys due subcontractors, Subconsultants, suppliers, material, men or others due payment for work or services performed in furtherance of this work assignment.

The Engineer (Contractor) hereby indemnifies and holds the Department and the State of New York harmless from any losses from claims, demands, payments, suits, actions, liens, recoveries and judgments of every nature and description brought or recovered against it by reason of failure to make such payments.

Work Assignment # D002520-35

Rust Environment & Infrastructure
Firm

Signature

Anthony J. Marchi
Print Name

Mgr. Env. Restoration
Title

Corporate

STATE OF New York

COUNTY OF Albany SS:

On the 12th day of ~~May~~ June, 1998, before me personally came A. Jeffrey Marchi, to me known, who being duly sworn, did depose and say that (s)he resides in Saratoga County that (s)he is Mgr- Environmental Rest. of Rust E&I of N.Y. 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 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 executed such instrument by like order and with authority to bind such corporation.

Angela M Isaacson
Notary Public

ANGELA M. ISAACSON
Notary Public, State of New York
No. 01IS6004116
Qualified in Schenectady County
Commission Expires March 16, 2000

Partnership

STATE OF _____

COUNTY OF _____ SS:

On the _____ day of _____, 19____, before me personally came _____, to me known and, being duly sworn, stated that (s)he is a member or employee of _____, the firm described in and which executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed his/her name thereto on behalf of said firm.

_____
Notary Public

Proprietorship

STATE OF _____

COUNTY OF _____ SS:

On the _____ day of _____, 19____, before me personally came _____, to me known 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.

_____
Notary Public

RUST Rust Environment & Infrastructure Inc.

A Rust International Company
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

May 13, 1998

Mr. R. Bruce Fidler, P.E.
Program Manager
TAMS Consultants, Inc.
300 Broadacres Drive
Bloomfield, N.J. 07003

RE: NYS Superfund Standby Contract No. D002520
Pelican Manufacturing Site Billing Status/Closeout

Dear Bruce:

TAMS performed services under our Standby Contract with the New York State Department of Environmental Conservation on the above referenced project. Your work for the project has been completed and no further services are contemplated on this assignment. In order to close out this Work Assignment, your cooperation in administrative matters is requested.

Our records show that your firm has been paid for all approved invoice amounts, and that these amounts represent the full reimbursable value of your services under your subconsultant agreement for this assignment. Please review your records and sign and return this letter at your earliest convenience.

Please contact Angela Issacson or me regarding any questions on this matter.

Sincerely,

Helen H. Mongillo
Project Manager

c: A. Issacson

P:\NYSDEC\PELRD\REPORTS\RETAIN.LET

The signature of the authorized representative below releases all claims against Rust Environment and Infrastructure, Inc.(Rust) arising under, or by virtue of, the Subconsultant Agreement between Rust and TAMS dated March 21, 1990, and Supplemental Agreement No. 1 dated April 24, 1997, for all work performed at or in reference to the Pelican Manufacturing Site, Work Assignment No. D002520-35.0.

R. Bruce Fidler
(Name)

Senior Associate
(Title)

R. Bruce Fidler
(Signature)

5/28/98
(Date)

ATTACHMENT 2

Office of the State Comptroller
Division of Pre-Audit and Accounting Records
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Prime Contractor's Certification

1. That I am an officer of _____ and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. _____.

2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.

3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none, so state).

Name	Amount

4. That the contractor hereby files every verified statement(s) required to be obtained by the contractor from the subcontractor(s).

5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid and prevailing wages and supplements for their services through _____, (if more than on subcontractor list name and date separately) the last day worked on the project by their subcontractor(s), (Set forth any unpaid wages and supplements, if none, so state and utilize clause 5 (A)).

Name	Amount

(5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractor(s).

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractor(s) have not been paid or provided pursuant to the appropriate schedule of wages and supplants, then the contractor shall be responsible for payment of such wages and supplants pursuant to the provision of Section 223 of the Labor Law.

_____ _____ _____
Signature Print Name Title

ACKNOWLEDGMENT:

STATE OF NEW YORK
COUNTY OF _____: SS:

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

_____ _____
Notary Public County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311, 312).

ATTACHMENT 3

Office of the State Comptroller
Division of Pre-Audit and Accounting Records
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Subcontractor's Certification

1. That I am an officer of _____ a subcontractor on public contract No. _____ and I am duly authorized to make this affidavit on behalf of the firm.

2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.

3. That on _____ we received from _____ the prime contractor a copy of the initial/revised schedule of wages and supplements Prevailing Rate Schedule Case Number _____ (PRC) specified in the public improvement contract.

4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

_____ _____ _____
Signature Print Name Title

ACKNOWLEDGMENT:

STATE OF NEW YORK
COUNTY OF _____ SS:

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

_____
Notary Public

_____
County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR § 2309(c); Real Property Law, § 311, 312).

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

John P. Cahill
Commissioner

MAY 2 8 1998

Mr. A. Jeffrey Mirarchi, P.E.
Rust Environment & Infrastructure of NY, P.C.
12 Metro Park Road
Albany, New York 12205

Dear Mr. Mirarchi:

Re: Performance Evaluations

Enclosed for your information please find copies of the performance evaluations recently completed for the following work assignments:

Work Assignment #	***Site Name***	***Rating***
31	Almy Brothers	19
35	Pelican Manufacturing	16

Please note that performance evaluations are one of the factors used by the Department in determining the extent of future work to be assigned to your firm under the standby contract.

If you or your staff require specific feedback or more details on these performance evaluations, please contact the evaluator.

Sincerely,

Kelly A. Bologna, P.E.
Environmental Engineer II
Contracts Section

Enclosure

bcc: M. Cruden
S. Mittal
Dayfile
kb1\rust-perf.evl

Transmittal Memorandum

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contract Development Section
(518) 457-9279

Consultant Name: Rust **WA#:** D003821-01
Site Name: Pelican **Date:** 11/13/97

To:

	w/ att	w/o att
Shive Mittal	[✓]	[ ]
(3 Copies of Work Plan)	[ ]	[ ]
_____	[ ]	[ ]
_____	[ ]	[ ]
_____	[ ]	[ ]

Please find [✓] attached [ ] enclosed [ ] under separate cover

From:

- [ ] Cindy Cantwell
- [ ] Swapan Gupta
- [ ] Steve Karwiel
- [ ] Rich Kuthy
- [ ] Mary Luciano
- [✓] Ray Lupe
- [ ] Carol Perry
- [ ] Rick Shearer
- [ ] Marisa Zarrillo

Action:

- [ ] As requested
- [ ] For your information/and use
- [ ] For your records
- [✓] For your review/comments by Nov. 20, 1997
- [ ] For your approval
- [ ] If you have questions or need additional information, please call me at 7-9279
- [ ] Other _____

Copies of:

- [✓] WP (Final)
- [ ] WP (Draft)
- [ ] WP Amendment/WP Rebudget
- [ ] Subcontract Documents
- [ ] Haz. Waste Cleanup Contr. (Bidders List)
- [ ] Responses to Comment Letter
- [ ] Contract Assignment
- [ ] Contract Amendment
- [ ] Other _____

Comments: Please coordinate technical review to see that all your comments have been addressed including level of effort. Please return all 3 copies of the work plan with a Bureau Director's justification memo if the work plan is acceptable to you.

c:\section\watransm.mem

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure of New York Inc.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

April 3, 1998

David J. Chiusano
Environmental Engineer
NYSDEC
50 Wolf Road
Albany, NY 12233-7010

RE: Pelican Site # 9-07-010
draft Subcontract

Dear Dave:

Attached is a draft subcontract between Rust and CRA Services for the above referenced site. Also attached is a copy of a response letter from CRA-Services with their comments on a previous version of the draft subcontract. As you can see from their letter, CRA has raised contractual issues related to:

- Precedence of contract documents (spec versus design report).
- Performance requirements for the O&M period.
- Work completion schedule and liquidated damages.

Rust has modified the attached subcontract to include our recommended position for these items.

Please contact me at 435-7284 if you have any questions or need additional information.

Sincerely,

Jeff Mirarchi
Department Manager, Environmental Restoration

RUST **Rust Environment & Infrastructure**

SUBCONSULTANT SERVICES AGREEMENT
(Basic)

PROJECT NAME: Pelican Manufacturing Site Remediation("Project")

This Agreement is by and between

Subconsultant ("subcontractor")
TreaTek-CRA Company
2055 Niagara Falls Blvd
Niagara Falls, NY 14304

and,

Rust Environment & Infrastructure Inc. ("Rust")
12 Metro Park Road
Albany, New York 12205

Who agree as follows:

Rust hereby engages Subconsultant to perform the services set forth in Part I ("Services") and Subconsultant agrees to perform the Services for the compensation set forth in Part III. Subconsultant shall be authorized to commence the Services upon execution of this Agreement and authorization to proceed from Rust's project manager. Subconsultant and Rust agree that this signature page, together with Parts I-IV and attachments referred to therein, including portions of the Prime Agreement, if applicable, constitute the entire agreement between them relating to the Project ("Agreement").

APPROVED FOR SUBCONSULTANT	APPROVED FOR RUST
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PART I
SUBCONSULTANT'S RESPONSIBILITIES

A. SCOPE

Rust has entered into a Standby Contract D003821 with the New York State Department of Environmental Conservation ("Client"), which is herein referred to as the Prime Agreement. The Services to be provided by Subconsultant to Rust are a portion of the services required under the Prime Agreement.

The standard clauses and conditions specified within the Prime Agreement are attached as Appendix A through D.

Services to be provided for the Project are as follows:

The work to be performed consists of the remediation of the Pelican Manufacturing Site including but not limited to, soil vapor extraction, groundwater extraction and treatment, removal and off-site disposal of sediments and site restoration, in accordance with;

1. Specifications, Pelican Manufacturing, Inc. Site, prepared by TAMS Consultants and RUST Environment & Infrastructure, February 1997 ("Specifications").

2. Remedial Design Report, Pelican Manufacturing Site, prepared by Rust Environment and Infrastructure, September 1997 ("Design Report").

In all instances except as listed below, where conflicts exist between the Specifications and Design Report, the Specifications shall take precedence unless otherwise approved by the Engineer and Department. The Remedial Design Report takes precedence in the following areas:

1. Groundwater elevation to be achieved during remediation as specified in Section 2 of the Design Report.
2. Soil vacuum levels to be achieved during remediation as specified in Section 2 of the Design Report.
3. Performance Monitoring to be performed during remediation as specified in Section 6 of the Design Report.
4. In resolving conflicts between the specifications and design report, the Engineer and Department will consider the information submitted by the Subcontractor on the approved design drawings. However, regardless of the content or intent of the design information previously submitted by the Subcontractor, or to be submitted during the execution of the work, the Subcontractor is solely responsible for constructing, installing, operating and maintaining the treatment systems in full conformance with the performance requirements

of the specifications. The Engineer, in approving the previous design submittals of the Subcontractor, recognizes the Subcontractor has selected equipment with differing specifications. The Engineers approval of the use of such equipment, either expressly or implied, does not relieve the Subcontractor of their obligation to meet the performance requirements of the Specifications. The use and configuration of the equipment identified in the design drawings submitted by the Subcontractor is acceptable to the engineer, as long as the treatment systems meets the performance requirements of the Specifications.

B. ASSUMPTIONS/CONDITIONS

This Agreement is subject to the following assumptions/conditions:

Subcontractor shall abide by the conditions and clauses stated in the attached Prime Agreement in addition to this subcontract agreement.

PART II
RUST'S RESPONSIBILITIES

Why - Rust should be held fully Responsible!

Rust will, at its expense, do the following:

A. INFORMATION/REPORTS

Provide reports, studies, site characterizations, regulatory orders and similar information provided to Rust by Client relating to the Services.

B. REPRESENTATIVE

Designate a representative who shall have the authority to transmit instructions, receive information, interpret and define Rust's requirements and make decisions with respect to the Services.

C. DECISIONS

Provide criteria and information as to Rust's requirements for the Services, attend meetings and make decisions on matters relating to the Services.

D. SITE VISITS

Rust will visit the site at such times as it determines necessary to obtain information on the progress of the Work. Such visits shall not relieve Subcontractor of its responsibility (I) to perform in accordance with this Agreement or (ii) for construction means, methods, techniques, sequences, or procedures.

PART III
SUBCONSULTANT COMPENSATION, BILLING, AND PAYMENT

A. COMPENSATION

Compensation for the Services shall be as follows:

Methods and procedures which will be used to measure the subcontractor's work and which will effect payment are detailed in the Specifications, Section 14.0, Measurement And Payment and the attached Bid Form.

Payment for monthly Operation and Maintenance, Bid Items 15a, 15b, 16a, and 16b shall be on a monthly unit cost basis. The full monthly unit rate will be paid only for periods where the systems have been fully operational and maintained to meet the specified groundwater drawdown requirements, soil vacuum levels, and discharge requirements. To accommodate scheduled and non-scheduled maintenance, 20 percent down time will be allowed per month. A pro-rated deduction from the monthly unit rate will be made for all downtime exceeding 20 percent per month. During the operation and maintenance period, the Subcontractor is not responsible for the payment of utility costs, sewer use fees, and disposal costs.

Within 10 days after the effective date of this agreement, the CONTRACTOR shall submit to the ENGINEER a preliminary schedule of values for all of the work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the work into component parts in sufficient detail to serve as the basis for progress payments during the course of the work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

B. BILLING AND PAYMENT

1. Timing/Format

Subconsultant shall bill Rust monthly for Services completed at the time of billing. Such bills shall be prepared in a form and supported by documentation as Rust may reasonably require, and as may be required by Client. Rust shall pay Subconsultant within 30 days of payment to Rust by Client, which payment shall be, to the fullest extent permitted by law, a condition precedent for payment, under this Agreement, less any retainage by Client or otherwise specified in this Agreement.

2. Billing Records

Subconsultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices and, if required by the Prime Agreement, in compliance with Federal Acquisition Regulations. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion. All invoices shall indicate Rust project number.

3. Final Payment

Final payment shall not become due until Subcontractor has delivered to Rust a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to Rust to indemnify Rust and Client against such lien. If such lien remains unsatisfied after payments are made, Subcontractor shall reimburse Rust for all costs incurred in discharging such liens, including reasonable attorney's fees.

The making of final payment shall constitute a waiver of claims by Client or Rust except those arising from:

a. Liens, claims, security interests or encumbrances arising out of the Agreement and unsettled;
b. Failure of Work to comply with the requirements of this Agreement; or
c. Terms of special warranties required by this Agreement.

Acceptance of final payment by Subcontractor, shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of its final bill.

PART IV
SUPPLEMENTARY CONDITIONS

ARTICLE 1.0 AVAILABILITY OF LANDS, PHYSICAL CONDITION, REFERENCE POINTS

A. In the preparation of the Drawings and Specifications, ENGINEER has relied upon:

1. Information contained in the Remedial Investigation/Feasibility Study report (three volumes) dated December 1994 prepared by Dunn Engineering Company for the Pelican Manufacturing Site.

B. This document is available for inspection at:

Rust Environment and Infrastructure
12 Metro Park Road
Albany, New York 12205

James Prendergast Public Library
509 Cherry Street
Jamestown, New York

ARTICLE 2.0 BONDS AND INSURANCE

A. Performance, Payment and other Bonds:

1. CONTRACTOR shall execute bonds as required by this contract document and specified below:

   a. Performance Bond equal to 100 percent of the contract price.

   b. Payment Bond equal to 100 percent of the contract price.

   c. Any additional bonds required by local, State or Federal regulatory agencies.

B. CONTRACTOR's Liability Insurance:

1. All insurance shall remain in full force and effect until the contract has been fully and completely performed, as set forth in the Contract Documents. Completed operations insurance shall remain in effect until one year after the date of final acceptance of work under the contract, or one year after CONTRACTOR or any subcontractor performs any work under the contract, whichever is later. Should any coverage approach expiration during the period in which it must remain in full force and effect, it shall be renewed prior to its expiration, and a certificate again filled with the ENGINEER. Also, any endorsements (i.e. amendments) which change insurance during the length of the contract shall also be submitted to ENGINEER for acceptance. All insurance policies shall require notice to ENGINEER 30 days prior to expiration, termination, or suspension of such policy. Expiration of any coverage shall be grounds for termination of Contract for cause, at the option of ENGINEER. The ENGINEER and the CLIENT shall be listed as additional insured on all insurance policies.

2. CONTRACTOR shall deliver, if requested by ENGINEER, duplicate originals of each policy required by Contract Documents, as well as insurance policies of Subcontractors, in such number as ENGINEER may require, and such alternate or additional proof of coverage as ENGINEER demands.

3. Nothing contained in these insurance requirements shall be construed to limit the liability of CONTRACTOR or CONTRACTOR's insurance carriers.

4. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

   a. For Worker's Compensation, etc.

      1. Applicable Federal or State: Statutory

      2. Employer's Liability: Statutory

b. For Comprehensive General Liability (including Premises - Operations, Independent CONTRACTOR's Protection, Products and Completed Operations, Broad Form Property Damage, Contractual Liability):

1. Bodily Injury:

$1,000,000 Each Occurrence $1,000,000 Annual Aggregate

Property Damage:

$1,000,000 Each Occurrence $1,000,000 Annual Aggregate

Or combined Single Limit of $2,000,000

2. Property Damage Liability insurance shall provide Explosion, Collapse, and Underground coverages.

c. For Comprehensive Automobile Liability

1. Bodily Injury:

$1,000,000 Each Person $1,000,000 Each Accident

Property Damage:

$500,000 Each Occurrence

5. Pollution Liability insurance shall be provided in amounts not less than $5,000,000 per claim if possible. If CONTRACTOR obtained liability insurance without a pollution insurance clause, a copy of the policy shall be submitted to ENGINEER with the executed contract. If CONTRACTOR cannot obtain pollution liability insurance coverage, the following documentation is required: written confirmation by CONTRACTOR of at least three attempts to obtain pollution liability insurance and a copy of rejection letters for at least three insurance carriers.

6. Notwithstanding the forgoing, CONTRACTOR shall purchase and maintain at its own expense insurance as may be required by supplementary conditions or Law or otherwise deemed necessary by ENGINEER with ENGINEER and CLIENT named as additional insured.

7. Where special or unusual hazards peculiar to this contract are foreseeable, CONTRACTOR shall take steps as are necessary to insure itself against such hazards and be responsible for any damage, including water, which results from the occurrence of the hazards in connection with the performance of Work under this Contract.

8. CONTRACTOR shall purchase and maintain insurance which complies with the Flood Disaster Protection Act.

9. CONTRACTOR shall maintain until the physical completion date builder's risk insurance on the Builder's Risk Completed Values Form with extended coverage, on the value of work which shall be the Contract amount. Whenever applicable, the Contractor's Interest Completed Value Form may be used. The extended coverage endorsement may include a loss deductible clause of $100.00. ENGINEER and CLIENT shall be listed as additional insured. The Builder's Risk Policy shall include the following endorsement: "It is made a condition of this insurance policy that occupancy of the premises shall not require consent of the insurance company nor rate of adjustment."

ARTICLE 3.0 STATUTORY REQUIREMENTS

A. This Article contains portions of certain laws and regulations which, by provision of law, ordinance, rule or regulation, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. CONTRACTOR'S obligation is to comply with all laws, ordinances, rules and regulations applicable to the Work.

B. Non-Discrimination in Employment:

During the performance of this contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other form is of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. CONTRACTOR will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses 1. through 8. hereinafter called "non-discrimination clauses". If the CONTRACTOR was directed to do so by the ENGINEER as part of the Bid or negotiation of this contract, CONTRACTOR shall request labor union such labor or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority in the implementation of the policy

and provisions of these nondiscrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.

3. CONTRACTOR will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the provide substance of the provisions of clauses 1. through 2. and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

4. CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, that an qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

5. CONTRACTOR will comply with the provisions of the Executive Law, Human Rights Law, Article 15, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General, District Commissioner of Housing and Community Renewal and the Industrial Commission for purposes of investigation to ascertain compliance with these non-discrimination clauses of the Executive Law, Human Rights Law, Article 15.

6. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the ENGINEER upon the basis of a finding made by the State Commission for Human Rights that CONTRACTOR has not complied with these non-discrimination clauses, and CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until he has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to CONTRACTOR and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions, may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

7. If this contract is canceled or terminated under clause 6., in addition to other rights of the ENGINEER provided in this contract upon its breach by CONTRACTOR, CONTRACTOR with hold the ENGINEER harmless against any additional expenses or costs incurred by the ENGINEER in completing the Work or in purchasing the

services, materials, equipment or supplies contemplated by this contract, and the ENGINEER may withhold payments from CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the Performance Bond if necessary.

8. CONTRACTOR will include the provisions of clauses 1. through 2. in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. CONTRACTOR will take such actions in enforcing such provisions of such subcontract or purchase order as the ENGINEER may direct, including sanctions or remedies for noncompliance. If CONTRACTOR becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the ENGINEER, the CONTRACTOR shall promptly so notify the Attorney General, requesting him to intervene and to protect the interest of the State of New York.

C. Payments to Subcontractors:

In accordance with N.Y. State General Municipal Law, Section 106-b, CONTRACTOR shall:

Within fifteen calendar days of the receipt of any payment from the ENGINEER, the CONTRACTOR shall pay each of his Subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the Subcontractor and/or materialman reflecting the percentage of the Subcontractor's work completed or the materialman's material supplied in the requisition approved by the ENGINEER and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described. The CONTRACTOR shall retain not more than five per cent of each payment to the Subcontractor and/or materialman except that the CONTRACTOR may retain in excess of five per cent but not more than ten per cent of each payment to the Subcontractor provided that prior to entering into a subcontract with the CONTRACTOR, The Subcontractor is unable or unwilling to provide a Performance bond and a Labor and Material bond both in the full amount of the subcontract at the request of the CONTRACTOR. However, the CONTRACTOR shall retain nothing from those payments representing proceeds owed the Subcontractor and/or materialman from ENGINEER'S payments to the CONTRACTOR for the remaining amounts of the contract balance after the work or portions thereof are substantially complete. Within fifteen calendar days of the receipt of payment from the CONTRACTOR, the Subcontractor and/or materialman shall pay each of his Subcontractors and materialman in the same manner as the CONTRACTOR has paid the Subcontractor. Nothing provided herein shall create any obligation on the part of the ENGINEER to pay or to see to the payment of any moneys to any Subcontractor or materialman from any

CONTRACTOR nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or materialman and the ENGINEER.

D. Compliance With Laws:

1. The CONTRACTOR shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

2 It is further understood and agreed between the parties that each and every other provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and that this Contract shall be read and enforced as though the same were included herein.

E. Safety and Health Regulations:

1. The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

2. The attention of the CONTRACTOR is directed to the provisions of Section 4(b)(4) of the Occupational Safety and Health Act of 1970, as follows:

"Nothing in this Act shall be constructed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, disease, or death of employees arising out of, or in the course of, employments."

3. The CONTRACTOR shall at all times, comply with the latest applicable State Laws pertaining to the Safety of Workers in the Construction Field.

F. Notification of Subcontractor:

1. Each CONTRACTOR and subcontractor shall include by reference the EEO clause and applicable Bid Conditions in any advertisements or other solicitations for bid, and shall include the EEO clause and applicable Bid Conditions in all contracts.

2. Each CONTRACTOR and subcontractor must provide written notice to each subcontractor of the specific report and record keeping requirements under the EEO clause and applicable Bid Conditions. Upon award of a subcontract, each CONTRACTOR shall immediately notify the Compliance Agency of the contract number, the subcontractor's name, dollar amount of contract, estimated start and completion dates, and the crafts which will perform work under the subcontract.

G. Affirmative Action Policy

1. The CONTRACTOR, by bidding on this contract, acknowledges his or her understanding of this social policy and agrees to use his best efforts to carry out this policy through award of contracts and subcontracts to MBEs and WBEs to the fullest extent, consistent with the efficient performance of this contract. The CONTRACTOR further agrees as follows:

   a. to make good faith efforts to subcontract at least 15 percent of the dollar value of this contract to Minority Owned Business Enterprises and at least 5 percent of the dollar value to Women Owned Business Enterprises;

   b. to be bound by the provisions of Executive Law Section 316; and

   c. to make good faith efforts to solicit meaningful participation by enterprises identified in the Directory of Certified Businesses provided by the Governor's's Office of Minority and Women's Business Development.

   d. to make good faith efforts to employ or contractually require a subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10 percent of, and women for at least 10 percent of, the workforce hours required to perform the work.

2. A CONTRACTOR who fails to achieve his commitments to the goals for minority and women's business participation must have engaged in affirmative participation, which is supported by documentation at least as extensive as the following:

   a. Documentation of efforts to extend opportunities to MBEs and WBEs such as advertisement in trade association newsletters and media no less than fifteen (15) days before MBE and WBE responses are due for specific subcontracting that would be anticipated to result at least in a degree of MBE/WBE participation equal to the percentage goals for MBE/WBE utilization specified for the contract.

   b. Documentation showing that minority CONTRACTOR associations, including the local MBE Office were notified in writing no less than fifteen (15) days before MBE/WBE responses are due.

   c. Documentation showing that the work to be subcontracted was segmented to the extent consistent with the size and capability of Minority-owned firms in order to provide reasonable subcontracting opportunities.

   d. Copies of solicitation letters inviting quotes or proposals from minority business enterprises and Women Owned Business Enterprises segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from such

firms and encouraging inquiries for further details. Letters that are general and do not describe specifically the portions of work for which quotes or proposals are desired are not acceptable, as such letters generally do not bring responses. Such letters will be sent in a timely manner so as to allow firms sufficient opportunity to develop quotes or proposals for the work described. In general, such solicitation letters should be postmarked no later than fifteen (15) days before MBE/WBE responses are due.

e. Documentation of good faith negotiation with those MBEs and WBEs whom responses were received in an effort to reach a mutually acceptable price. Where the MBE or WBE participation was unsuccessful due to failure to agree on price, the BIDDER must document that the subcontractor selected for work segment was lower than the MBE or WBE and that the work segment so contracted was the same work segment under negotiations with the MBE or WBE and not a reduced portion thereof.

ARTICLE 4.0 CONTRACT TIME

1. The work shall be completed as specified in the Work Completion Schedule below and in accordance with the specifications:

	Work Description	Substantial Completion	Final Completion
1.	Construction of fully operational/compatible SVET and GWET Systems with monitoring and operative records showing system performance objectives are met after system start-up period.	90 days after Engineer issues Notice to Proceed with Construction	30 days after Substantial Completion
2.	Operation of the Soil Vapor Extraction System.	24 months (30 mths estimated in RD(Work)	30 days after Substantial Completion
3.	Operation of the dual phase groundwater extraction and treatment system.	Within 30 days after notification by the Engineer to conclude O&M activities.	
4. 5.	Decommissioning of the SVET System. Decommissioning of the GWET System	Within 30 days after notification by the Engineer to begin decommissioning.	Within 60 days after Substantial Completion.

2. When the Subcontractor considers all or part of the work ready for its intended use, Subcontractor shall notify the Engineer in writing that the work, or portion thereof, is substantially complete except for items specifically listed by Subcontractor as incomplete, and request that the Engineer issue a certificate of substantial completion. The Engineer will then make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Subcontractor in writing giving the reasons thereof. If the Engineer considers the Work

substantially complete, the Engineer will prepare a Certificate of Substantial Completion provided the date of substantial completion and a list of items to be completed or corrected before the work is to be accepted as complete and ready for final payment.

3. Upon written notice from the Subcontractor that the Work is complete, the Engineer will make a final inspection and will notify the Subcontractor in writing of all items where the Work is incomplete or defective. The Subcontractor shall immediately take such measures as are necessary to remedy such deficiencies.

ARTICLE 5.0 LIQUIDATED DAMAGES

ENGINEER and CONTRACTOR recognize that time is of the essence of this agreement and that ENGINEER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with this contract. They also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by ENGINEER if the Work is not completed on time. Accordingly, instead of requiring any such proof, ENGINEER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay ENGINEER as follows:

1. For Item 1 of the Work Completion Schedule, Six Hundred Fifty and 00/100 Dollars ($650.00) for each day that expires after the Substantial Completion or Final Completion date specified in Contract Time. If the site work is completed at least two weeks early, the Engineer may approve a shutdown period while awaiting for the delivery of the treatment system. The Contract Time for Substantial Completion of this phase will then be extended by an amount equal to the shutdown period but no more than 4 weeks.

2. For Item 2 of the Work Completion Schedule, One Hundred Fifty and 00/100 Dollars ($150.00) for each day that expires after the Substantial Completion date specified in Contract Time for delays related to failure of the system to meet soil vacuum levels or discharge requirements.

3. For Item 2 and 3 of the Work Completion Schedule, One Hundred Fifty and 00/100 Dollars ($150.00) for each day that expires after the Final Completion date specified in Contract Time.

4. For Item 4 and 5 of the Work Completion Schedule, Three Hundred and 00/100 Dollars ($300.00) for each day that expires after the Substantial Completion or Final Completion date specified in Contract Time.

*** END OF SECTION ***

PART IV
SUBCONSULTANT STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with (a) the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed, and (b) applicable laws and regulations, including, but not limited to, laws and regulations for the protection of the environment. Subconsultant will, upon notice by Rust, timely re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, Rust may cause the same to be corrected and deduct costs incurred by reason of such deficiency from Subconsultant's compensation, and, if Subconsultant's remaining compensation is not sufficient to reimburse Rust for such costs, recover the same from Subconsultant.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be redefined. Subconsultant will promptly inform Rust in writing of such situations, and if the facts discovered constitute a material change in Project assumptions, the parties shall renegotiate this Agreement as necessary. No payment for services beyond those described in the original scope will be authorized without a written amendment to this Agreement.

3. SAFETY. Subconsultant shall establish and maintain programs and procedures for the safety of its employees. Subconsultant shall also comply with safety programs and procedures governing the Project site. Unless specifically set forth in this Agreement, Rust specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Rust employees.

4. DELAYS. If events beyond the control of Subconsultant, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Rust shall pay Subconsultant for all Services, including profit relating thereto, performed in accordance with the requirements of this Agreement prior to termination.

In the event either party defaults in its obligations under this Agreement (including Rust's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

Subconsultant will, upon written notice from Rust, suspend performance under this Agreement. In such event, Subconsultant will resume performance upon written notice from Rust and an appropriate extension of time will be mutually agreed upon and added to Subconsultant's time of performance.

6. COORDINATION WITH OTHER CONTRACTORS. Subconsultant understands that other contractors may be engaged by Client or Rust to perform services for the Project. Subconsultant shall perform Services in manner, sequence and timing to coordinate with services provided by such other contractors.

7. INSURANCE. Subconsultant shall maintain insurance coverages and performance and payment bonds of the same type and with the same limits as required under the Prime Agreement. Minimum insurance requirements shall be as follows:

Comprehensive General Liability	$1,(XX),(XX) occurrence/aggregate
Automobile Liability	$1,(XX),(XX) occurrence/aggregate
Worker's Compensation/Employers Liability	Statutory
Professional Liability	$1,(XX),(XX) occurrence/aggregate
Umbrella Liability	$2,(XX),(XX) occurrence/aggregate

Rust shall be named as an additional insured on the first two policies referred to above. Certificates evidencing such coverage will be provided to Rust with the executed copy of this Agreement providing for 30 days written notice to Rust prior to cancellation or modification. Payment to Subconsultant will be contingent upon receipt of such certificates. Annual renewal certificates shall be provided during the term of this Agreement evidencing no reduction in required coverages.

8. INDEMNIFICATION. To the fullest extent permitted by law, Subconsultant shall defend, hold harmless and indemnify Rust, its agents, employees and representatives from all claims, loss, liability, and damages (including reasonable litigation costs) arising out of claims based on allegations of negligent acts or omissions or resulting from breach of this Agreement by Subconsultant, or parties acting on its behalf in the performance of the Services.

9. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by Subconsultant and shall not be made available to third parties without written consent of Rust.

10. INDEPENDENT CONTRACTOR. Subconsultant is an independent Contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Agreement will create any contractual relationship between Client and Subconsultant.

11. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

12. ASSIGNMENT/SUBCONTRACTING. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned or subcontracted by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns or subcontractors.

13. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

14. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

15. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

16. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

18. NOTICES. Any notice required hereunder shall be sent to the business address designated on the signature page of this Agreement and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed.

19. INCORPORATION OF PRIME AGREEMENT. Subconsultant agrees to be bound by the Prime Agreement or selected portions thereof which is/are attached to this Agreement and incorporated by reference herein. Specifically, and without limitation, for projects subject to the Federal Acquisition Regulations (FARs), Subconsultant agrees to comply with all applicable sections of the FARs.

TreaTek - CRA™ COMPANY

March 31, 1998 Reference No. 7476

Mr. Jeff Mirarchi
RUST Environmental and Infrastructure
12 Metro Park Road
Albany, NY 12205

Dear Mr. Mirarchi:

Re: Treatment Performance Requirements

As a result of discussions held during the May 21, 1997 meeting at the New York State Department of Environmental Conservation (NYSDEC) office attended by representatives of NYSDEC, RUST, and TreaTek-CRA the following points were agreed upon by all parties:

1. Groundwater treatment performance will be based on maintaining adequate drawdown in the dual phase wells and not on guaranteed cleanup within a specified period of time.

2. Similarly, soil vapor extraction treatment performance will be based on maintaining adequate vacuum within the treatment zone soils and not on guaranteed cleanup within a specified period of time.

During the meeting, TreaTek-CRA offered a practical, cost-effective approach to SVE treatment at the Site.

A design flow rate of at least 200 cfm would remove a minimum of 2000 pore volumes of air per year and 5000 pore volumes in 2.5 years. This range of pore volume exchanges is considered typical within the industry for significant contaminant reduction.

Although the minimum 200 cfm design flow rate is lower than the 900 cfm required in the bid documents, there are several advantages to operating at the lower flow rate:

1. reduced capital cost of equipment;

2. reduced capital cost of optional vapor treatment equipment;

3. less likely to require vapor treatment especially during startup and first year of treatment;

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Niagara Falls, NY 14304
716/297-2160
FAX 716/297-2265

ADDITIONAL OFFICES (Divisions and Affiliates)
Cincinnati, OH • 513/326-7600
Stockton, CA • 209/983-6810
Kalamazoo, MI (BK) • 616/344-1230
Baton Rouge, LA (G&E) • 504/292-9007
Houston, TX (G&E) • 713/783-7765
Oklahoma City, OK (G&E) • 405/720-9831
Nashville, TN (G&E) • 615/315-9927
Orlando, FL (G&E) • 407/269-9891
Chicago, IL (CRA) • 312/380-9933
Detroit, MI (CRA) • 313/942-0909
Minneapolis, MN (CRA) • 612/639-0913
Atlanta, GA (CRA) • 770/441-0027

project duration. Please call me at (716) 297-2160 with any questions or comments regarding this submittal.

Yours truly,

TreaTek-CRA Company

Brian Kramer

BK/dh/1

4. while the predominant volatilization and contaminant removal mechanism will initially be due to advective flow, long-term removal will be diffusion limited. A 900 cfm system will consume three times the energy of the lower flow system with little or no increase in mass removal rates during long-term operation;

5. lower operating vacuum levels in soil will reduce groundwater upwelling thus maintaining the desired depth of the vadose zone while limiting potential increases in groundwater extraction rates and air stripper emissions;

6. lower operating cost - savings of approximately $1000 per month in electrical cost; and

7. since the groundwater system is expected to run considerably longer than the SVE system there is little additional cost associated with extended operation of the SVE system.

Furthermore, it was agreed that there is not a direct, straightforward method of predicting and/or determining the end point of SVE treatment short of confirmatory soil sampling. Based on operational results and recommendations from RUST it will be the NYSDEC's decision regarding when to perform confirmatory soil sampling.

In summary, it was agreed that SVE treatment would be conducted within operational parameters to ensure continuous effective removal of soil contaminants. Upon the recommendation of RUST, the NYSDEC will decide when confirmatory sampling is warranted. Based on sample results, all or part of the SVE system may be shut down. When SVE treatment is deemed complete, the system will be decommissioned. Payment throughout the period will be monthly lump sum as indicated in the bid documents.

This approach has been adopted throughout the design process and in the NYSDEC-approved Remedial Design Report and is considered to be a practical cost-effective and realistic approach to remediation of the Pelican Manufacturing Site.

Implementation of the proposed system should have little if any effect on overall length of treatment for the Site, while affording a high potential for significant cost savings over the

TreaTek-CRA
2055 Niagara Falls Blvd., Suite #3
Niagara Falls, New York 14304
(716) 297-2160

MEMO

TO: Jeff Mirachi/Helen Mongiello REFERENCE NO. 7476

FROM: Brian Kramer/mk/1 DATE: March 31, 1998

C.C.: T. Ying, D. McLeod

RE: Contract Documents

TreaTek-CRA Company (TreaTek-CRA) takes exception to the following language in the draft contract and offers the alternate or additional language as indicated:

GENERAL

TreaTek-CRA's exceptions to and interpretation of the specifications are:

Part III A

5.05.C.1 and 2: Contractor performance for Optional Long-Term Operation and Maintenance of the SVE and Groundwater Systems shall be based on operating the system within the performance parameters for groundwater drawdown and soil vacuum indicated in Section 2 of the Design Report and the discharge requirements of the SPDES permit and City of Jamestown POTW.
~~Delete 14.05.A.3 unless Total Bid Price includes all Bid Items Nos. 1-18b~~ OK

already in Spec 12.02(a)

Contractor is responsible for disposal of removed sediments and Contractor generated waste only.

During the optional operation and maintenance (O&M) period the New York State Department of Environmental Conservation (NYSDEC) will be responsible for all utilities, POTW, and disposal costs.

PART I

In all instances..... the specifications shall take precedence unless otherwise approved by Engineer. Part I A.

Add: 4. Information indicated on approved design drawings. No. Revised Language added Part I A.

PART III

Payment for Operation and Maintenance, Bid Items 15a, 15b, 16a, and 16b shall be on a monthly lump sum basis as long as the system is operated and maintained within specified groundwater elevation, soil vacuum and discharge requirements an average of at least 80 percent of the period from the start of O&M. If at any time average operation drops below 80 percent, payment for that month will be made with a prorated deduction for the number of days of system downtime that causes the average operating time to drop below 80 percent. The minimum payment for any month in which the Contractor has exercised due diligence in maintaining and operating the system shall be 50 percent of the monthly lump sum amount or $1,250.00.

↓ 80% per month added
50% not added

PART IV

Article 2.0

B.2: Contractor shall ~~deliver~~provide access to. — No- std DEC Boilerplate

Article 4.0

Delete Items 2 and 3 in Work Completion Schedule for which there should be no liquidated damages. modified

Substantial Completion for Items 4 and 5 should read: Within 30 days after notification by the Engineer ~~that the system has achieved performance objectives for cleanup goals~~ to perform decommissioning. OK

Article 5.0

1. Add: If, due to early completion of earthwork, site construction is shutdown for at least two weeks prior to treatment system delivery the length of the shutdown period will be credited to extend the Substantial Completion and Final Completion times in the Work Completion Schedule. OK but only up to 4 weeks

2. Delete. modified

3. Change $350.00 to $300.00. OK

From: JEFF MIRARCHI <JEFF_MIRARCHI@ccmail.rustei.com>
To: HELEN MONGILLO <HELEN_MONGILLO@ccmail.rustei.com>,...
Date: 4/14/98 4:23am
Subject: Re: Pelican draft Contract

Dave,

The following responds to Shive's comments on the draft contract:

1. The DOW discharge requirements are incorporated in Part I, A, of Subcontract by reference to Section 6 of the RDR (See Item 3 at bottom of page 1 of subcontract). The subcontract has been change to reference 24 months for SVE operation.

2. The bid form will be an attachment to the subcontract. The references to optional items will be removed. The provision for 20 percent downtime was added by Rust to limit the State's costs for O&M during periods the system did not meet performance requirements. Do you want this provision removed or modified??.

3. On page 3, payment by Rust to CRA is to be within 30 days. On page 9, payment by CRA to their subs is to be within 15 days.

4. SVE completion has been limited to 24 months by specifying a not to exceed value of $60,000 (24 months x $2,500 per month). CRA has agreed to continue the SVE operation beyond 24 months, if necessary, without additional compensation as long as they are concurrently provided the optional Dual Phase Groundwater O&M. This gets a bit complicated since the Dual Phase groundwater O&M beyond the 24 month SVE operation is not currently part of the work assignment and there is no guarantee the DEC will assign this to Rust/CRA. However, CRA bid for monthly charges for O&M costs are the same ($2,500/mo) when both systems (SVE and Dual phase groundwater, Bid Item 15a) are operating or when only the Dual Phase Groundwater system is operating (Bid Item 15b). In summary, CRA is offering to operate both systems for as long as necessary to meet the soil criteria for $2500/mo.

This is all a bit complicated and difficult to communicate in an e-mail. I'm out of the office the rest of this week, but will call you to discuss.

Thanks,

Jeff Mirarchi

_____ Reply Separator

Subject: Pelican draft Contract
Author: David Chiusano <djchiusa@gw.dec.state.ny.us> at Internet
Date: 4/13/98 3:19 PM

Jeff and Helen,

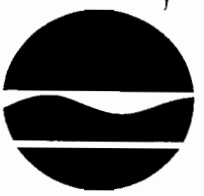
Attached are Shive's comments to draft subcontract w/ Trea-Tek.

Please call should you have any questions. I'll be back in the office on Wed. (in the field tomorrow).

CC: CO_NW.SMTP_NLM("gwharris@gw.dec.state.ny.us ")

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010

File



John P. Cahill
Commissioner

MAR 2 0 1998

Mr. A. Jeffrey Mirarchi, P.E.
Rust Environment & Infrastructure of NY, P.C.
12 Metro Park Road
Albany, New York 12205

Dear Mr. Mirarchi:

Re: Performance Evaluations

Enclosed for your information please find a copies of the performance evaluations recently completed for the following work assignments:

Work Assignment #	***Site Name***	***Rating***
D002520-35	Pelican Manufacturing	15
D002520-32	Cumberland Bay	18

Please note that performance evaluations are one of the factors used by the Department in determining the extent of future work to be assigned to your firm under the standby contract.

If you or your staff require specific feedback or more details on these performance evaluation, please contact the evaluator.

Sincerely,

Swapan Gupta, P.E.
Environmental Engineer II
Contract Development Section
Bureau of Program Management
Division of Environmental Remediation

Enclosure

bcc: S. Mittal
R. Edwards
Dayfile
sg9\rust-perf-evl.2520-35

Milestone Performance Evaluation Form

Consultant: Rust Environment & Infrastructure

Evaluation Period: 10/01/97 to 11/30/97

Contract/WA #: D002520-35.0

Site Name/No.: Pelican Manufacturing 9-07-010

Program Element: Remedial Design

List Major WA or Contract Milestones/Deliverables/Activities with due dates (if applicable):

	Item	Due Date	Date Submitted
1.	Work Plan	10/07/96	10/11/96
2.	Preliminary Design	12/23/96	12/24/96
3.	Draft Final Design	02/10/97	02/06/97
4.	Final Design	03/21/97	10/27/97

	Category	***Rating (Circle One)*** (Lowest)				(Highest)
A.	Quality of work.	1	2	3	(4)	5
B.	Timeliness of work.	1	2	(3)	4	5
C.	Adherence to Budget.	1	2	3	(4)	5
D.	Communication and Responsiveness.	1	2	3	(4)	5

Total Points = 15

Scoring: 4-8 points = unsatisfactory
9-16 points = satisfactory
17-20 points = excellent

Comments:

The design documents were resubmitted on 10/27/97 after revisions, and approved on 11/18/97. The WA is being amended to include remedial construction and construction oversight. The site is now transferred to Bureau of Construction.

Steve R. Mitchell — **Signature of Project Manager** — 12-8-97 — **Date**

Andrew J. Englis — **Signature of Section Chief** — 12/10/97 — **Date**

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure of New York Inc.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

March 5, 1998

Cheryl Johnson
Chief Reference Librarian
James A. Prendergast Public Library
509 Cherry Street
Jamestown, New York 14701

RE: Pelican Manufacturing Site
Remedial Design Report

Dear Ms. Johnson:

Enclosed is a copy of the Final Remedial Design Report for the Pelican Manufacturing Site No. 9-07-010. The New York State Department of Environmental Conservation (NYSDEC) requested that we send you a copy of this document because a NYSDEC Fact Sheet regarding the Pelican Site indicates that the Remedial Design Report is being held for review at the James Prendergast Public Library. Please let us know if this document is damaged or stolen and we will gladly send another one.

Thank you for your assistance.

Sincerely,

Helen H. Mongillo
Project Engineer

cc: S. Mittal, NYSDEC

P:\NYSDEC\PELRD\REPORTS\LIBRARY.LET

NEW YORK STATE DEPARTMENT OF

ENVIRONMENTAL CONSERVATION

Dear Interested Citizen:

If you have any questions or would like more information, please do not hesitate to contact:

Mr. David Chiusano
Project Manager
NYSDEC
50 Wolf Road
Albany, NY 12233
(518) 457-7878
or
Mr. Michael Podd
Office of Public Affairs
NYSDEC
270 Michigan Avenue
Buffalo, NY 14203
(716) 851-7220

For site related health questions, please contact the following Health Department representatives at:

Mr. Mark VanValkenburg
Environmental Exposure
NYSDOH
2 University Place
Albany, NY 12203-3399
1 (800) 458-1158, Ext 6309
or
Ms. Nina Knapp
Health Liaison Program
NYSDOH
2 University Place
Albany, NY 12203-3399
1 (800) 458-1158, Ext. 6402

NOTE: Because our mailing list may be incomplete, we urge you to share this Fact Sheet with your neighbors who may not have phones or have unlisted numbers.

FACT SHEET

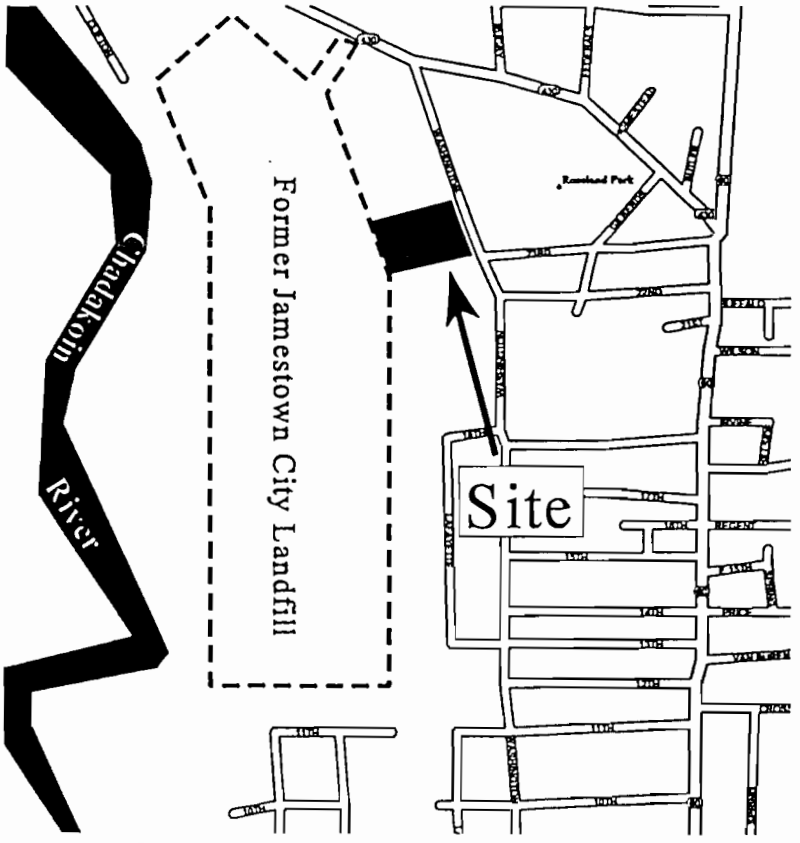
Pelican Manufacturing Site

Hazardous Waste Site
(Site # 9-07-010)
City of Jamestown, Chautauqua County
MARCH 1998

INTRODUCTION

The New York State Department of Environmental Conservation (NYSDEC), in cooperation with the New York State Department of Health (NYSDOH), is pleased to inform you that remedial construction at the Pelican Manufacturing Inactive Hazardous Waste Site (Site) will begin in March 1998. This 1.3 acre site, including a 10,000 square foot building, is located on the west side of Washington Street, northwest of the intersection of Washington Street and 23rd Street in the City of Jamestown, Chautauqua County, New York (see figure).

From the late 1940s to the late 1960s, the site was operated as the Coverall Service and Supply Co., and from 1971 to 1987, as a metal fabricating and finishing business, first by A.M.S. Co., until 1979, and later by Pelican Manufacturing Inc. Parts of the building were used by Pelican for the storage and use of solvents to clean metal parts prior to painting. Indications are that spills and the disposal of degreasing solvents in and around the building have resulted in the contamination of site soils, groundwater, and sediments. In 1993, the City of Jamestown foreclosed on the property for non-payment of taxes.



Pelican Manufacturing Site (9-07-010)

BACKGROUND

Preliminary investigations of the site were completed by Pelican in 1987, and additional sampling was done by NYSDEC during 1988. These investigations confirmed the presence of solvents in soils, surface water and groundwater on, and adjacent to, the site. When Pelican failed to complete a Remedial Investigation and Feasibility Study (RI/FS) for the site, a State funded RI/FS was completed by NYSDEC in 1994. The primary contaminants found include the volatile organic compounds; trichloroethene (TCE), 1,1,1-trichloroethane (TCA), 1,2-dichloroethene (DCE), vinyl chloride, toluene, tetrachloroethene (PCE), and carbon tetrachloride. The RI also confirmed that neither Roseland Park, east of the site, or the Chadakoin River, about 2000 feet west of the site, have been affected by contamination from the site.

A Record of Decision (ROD) was signed by the Department on March 22, 1995 which outlined the selected Remedial Action Plan for the site. After the ROD was signed by the Department, the Pelican Manufacturing, Inc. (The Potentially Responsible Party for the site) was offered an opportunity to remediate the site. Since Pelican failed to do this, the NYSDEC hired a consultant to complete the remedial design of the site under the State Superfund Program.

REMEDIATION TO BE CONSTRUCTED

The main elements of the selected remedy are as follows:

- A soil vapor extraction system will be constructed to remove volatile organic contaminants from soils under the building and to the north and west of the building.

- A groundwater pumping system will be installed to lower the groundwater table. This will enable the soil vapor extraction system to operate effectively. Groundwater from the pumping system will be treated on-site before it is discharged to the surface water. If needed, the vapors from the soil vapor extraction process will be treated along with those from the groundwater extraction system.

- Removal and off-site disposal of contaminated sediments from the building's floor drains and from a septic tank located at the rear of the building.

- Monitoring of groundwater to determine the effectiveness of the remedy.

The design was completed during November 1997 and construction is expected to start in March 1998, and is likely to be completed by fall of 1998.

FOR MORE INFORMATION

Public understanding and involvement are crucial to the success of New York's hazardous waste remedial program. If you would like more information about this site, the NYSDEC has established document repositories in your community at:

James A. Prendergast Public Library
509 Cherry Street
Jamestown, N.Y.;

or, by appointment at
NYSDEC's Buffalo Office
270 Michigan Avenue
Buffalo, N.Y.
(716) 851-7220

Any questions or concerns regarding the remediation or other environmental aspects of the site can be addressed by calling, toll free, 1-800-342-9296 and leaving your name, address and request.

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010

FILE CO

April 15, 1998

John P. Cahill
Commissioner

Mr. A. Jeffrey Mirarchi, P.E.
Project Manager
Rust Environment & Infrastructure, Inc.
12 Metro Park Road
Albany, New York 12205

Dear Mr. Mirarchi:

RE: Pelican Manufacturing Site, Chautauqua County, New York, Site No. 9-07-010
Work Assignment #D002520-35

Final required documentation received have revealed that all of the work for the above-referenced work assignment (WA) has been satisfactorily completed under the terms and conditions of Standby Contract WA #D002520-35.

The following forms enclosed with this letter must be completed and submitted with your Payment Request (PR) for retainage release:

1. Retainage Release Form (Attachment 1)
2. OSC Form, "Prime Contractor's Certification" (Attachment 2)
3. OSC Form, "Subcontractor's Certification" (Attachment 3)

Release of retainage will constitute final closeout for this WA and no further costs can be claimed against this WA in future.

If you have any questions, please contact Mr. Shive R. Mittal, Project Manager at (518)-457-0315.

Sincerely,

Andrew J. English

Andrew J. English, P.E.
Chief, Remedial Section B
Bureau of Western Remedial Action
Division of Environmental Remediation

bcc: R. Lupe, CDS
R. Burger, CAPS
G. Harris, BCS
A. English
S. Mittal

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010

John P. Cahill
Commissioner

MAR 05 1998

Mr. A. Jeffrey Mirarchi, P.E.
Rust Environment & Infrastructure of NY, P.C.
12 Metro Park Road
Albany, New York 12205

Dear Mr. Mirarchi:

Re: Employee List, Contract #D003821

We have reviewed your letter of March 2, 1998 requesting the addition of Mr. Richard Rogers, P.E., as a NSPE VI.

Mr. Rogers has been added to the updated employee list which is effective March 4, 1998.

As you may notice, I have used the list that was used for the negotiation of the new contract. If you notice any errors, omissions or inconsistencies, please let me know so that we can correct it.

Sincerely,

Swapan Gupta, P.E.
Environmental Engineer II
Contract Development Section
Bureau of Program Management
Division of Environmental Remediation

Enclosure

cc: w/ enclosure

J. Snyder	C. Klatt
B. Brown	M. Mason
D. Camp	M. Mateunas
D. Crosby	S. Mittal
M. Cruden	J. Strang
R. Edwards	C. Vasudevan
C. Lapinski	T. Vickerson

RUST EMPLOYEE LIST				
NAME	**TITLE**	**NSPE**	**EFF (12/01/92)**	**LOCATION**
Banino, George M.	SENIOR CONSULTANT	IX		ALBANY
Brust, John K.	DIVISION MANAGER	VIII		ALBANY
Need, Edward, A	DIVISION MANAGER	VIII		PHILADELPHIA
Mirarchi, A. Jeffrey	SR. ENG, ARCH, SCI	VIII		ALBANY
Alusow, Edward	SR. ENG, ARCH, SCI	VII		ALBANY
Gallagher, John W.	SR. ENG, ARCH, SCI	VII		BOSTON
Rixman, Stuart	SR. ENG, ARCH, SCI	VII		ALBANY
Rogers, Lawrence G.	SR. ENG, ARCH, SCI	VII		ALBANY
Wolfe, David	DIVISION MANAGER	VII		HARRISBURG
Bartlett, Charles	SR. ENG, ARCH, SCI	VI		ALBANY
Coates, Stephen T.	PRJ ENG, ARCH, SCI	VI		ALBANY
Fahrenkopf, Edward G., Jr.	SR. ENG, ARCH, SCI	VI		ALBANY
Gansfuss, John, E.	SR. ENG, ARCH, SCI	VI		ALBANY
Gelting, Kenneth G.	PRJ ENG, ARCH, SCI	VI		ALBANY
Horn, Edward L.	SR. ENG, ARCH, SCI	VI		ALBANY
Hotchkin, Barbara C.	SR. ENG, ARCH, SCI	VI		ALBANY
Howland, Jonathan D.	SR. ENG, ARCH, SCI	VI		ALBANY
Rogers, R.	SR.EASI/CIVIL ENGR	VI	03/04/98	ALBANY
Seibert, Tracy J.	SR. ENG, ARCH, SCI	VI		HARRISBURG
Sheeran, Anthony R.	SR. ENG, ARCH, SCI	VI		ALBANY
Tavenner, Alan W.	PRJ ENG, ARCH, SCI	VI		ALBANY
Williams, Frank J.	SR. ENG, ARCH, SCI	VI		ALBANY
Woodward, David, S.	SR. ENG, ARCH, SCI	VI		HARRISBURG
Dillon, Kevin C.	PRJ ENG, ARCH, SCI	V		ALBANY
Markey, Timothy	PRJ ENG, ARCH, SCI	V		LACONIA
Near, Robert J.	PRJ ENG, ARCH, SCI	V		ALBANY
Young, Denis G.	PRJ ENG, ARCH, SCI	V		ALBANY
Braun, Nickolaus Jr.	SENIOR TECHNICIAN	IV		ALBANY
Cooper, William S.	PRJ ENG, ARCH, SCI	IV		ALBANY
Custance, Robert N.	SENIOR TECHNICIAN	IV		ALBANY
Grober, Frederick M.	PRJ ENG, ARCH, SCI	IV		ALBANY
Howard, Walter	PRJ ENG, ARCH, SCI	IV		ALBANY
Woodson, Sherman	PRJ ENG, ARCH, SCI	IV		GREENVILLE
Dufek, Kevin S.	STAFF ENG, ARCH, SCI	III		ALBANY
Foti, Damian	STAFF ENG, ARCH, SCI	III		ALBANY
Hisert, Richard	STAFF ENG, ARCH, SCI	III		ALBANY
Johnson, Kenneth C.	STAFF ENG, ARCH, SCI	III		ALBANY
McGrath, Kevin	ENG, ARCH, SCI	III		ALBANY
Mongillo, Helen H.	STAFF ENG, ARCH, SCI	III		ALBANY
Noce, Anthony M.	STAFF ENG, ARCH, SCI	III		ALBANY
Rafferty, Robert L.	PRJ ENG, ARCH, SCI	III		ALBANY
VanLaak, Amy	STAFF ENG, ARCH, SCI	III		ALBANY
Williams, Mark A.	STAFF ENG, ARCH, SCI	III		ALBANY
Blakely, Heather	STAFF ENG, ARCH, SCI	II		ALBANY
Dvorin, Nancy	STAFF TECHNICIAN	II		ALBANY
Elfenbein, Lisa	STAFF TECHNICIAN	II		ALBANY
Fletcher, Donald H.	STAFF ENG, ARCH, SCI	II		ALBANY
Gray, Roger, E.	PRJ TECHNICIAN	II		ALBANY
Isaacson, Angela, M	PRJ TECHNICIAN	II		ALBANY
Matson, Gordon R.	STAFF TECHNICIAN	II		ALBANY
Sawyer, Kenneth A.	STAFF TECHNICIAN	II		ALBANY
Siciliano, Kimberly A.	STAFF TECHNICIAN	II		ALBANY
VanDeusan, Robert, M.	PRJ TECHNICIAN	II		ALBANY
Whitehead, Stephanie	STAFF ENG, ARCH, SCI	II		ALBANY
Wilson, Kellie	STAFF ENG, ARCH, SCI	II		ALBANY
McDermott, Dale	PROJECT TECHNICIAN	I		GREENVILLE

9-07-010

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010

February 27, 1998

FILE COPY

John P. Cahill
Commissioner

Mr. A. Jeffrey Mirarchi, P.E.
Project Manager
Rust Environment & Infrastructure, Inc.
12 Metro Park Road
Albany, New York 12205

Dear Mr. Mirarchi:

RE: Pelican Manufacturing Site, Chautauqua County, New York, Site No. 9-07-010
Work Assignment #D003821-01

On December 29, 1997, the New York State Department of Environmental Conservation (NYSDEC) approved the work plan amendment for Remedial Construction and Management at the above-mentioned site and authorized Rust Environment and Infrastructure (Rust) to proceed with the project. However, the notice to proceed was subject to the condition that Rust may not enter into any subcontracts until the Office of the State Comptroller (OSC) approves the work plan and budget.

I have been informed by our cost analysis and payment section that OSC has approved the work plan and budget for this work assignment. Therefore, Rust may now proceed with the subcontract procurement immediately. I suggest that a revised construction schedule should be submitted immediately to NYSDEC for approval. The lead for Remedial Construction and Management for the above-mentioned site will be with our Bureau of Construction Services, therefore, all future correspondences shall be addressed to Mr. David Chiusano, Project Manager at the same address. You may contact Mr. David Chiusano at (518)457-7878. You may continue to copy me on all design related matters.

Since this work plan amendment was approved under the new work assignment, steps should be taken to close out the old assignment for this site.

If you have any questions, please feel free to call me at (518) 457-0315.

Sincerely,

Shive R. Mittal, P.E.
Environmental Engineer
Bureau of Western Remedial Action
Division of Environmental Remediation

bcc: M. VanValkenburg, NYSDOH
R. Lupe, CDS
R. Burger, CAPS
G. Harris, BCS
G. Rider, BSC
M. Doster, Region 9
~~A. English~~
S. Mittal
Encls:
cc: David Chiusano

RUST **Rust Environment & Infrastructure**

12 Metro Park Road
Albany, New York 12205

Phone (518) 437-8341
Fax (518) 458-2472

Fax Transmittal

TO: SHINE MITTAL BWRA

Date: February 16, 1998

Time: 3:55 pm

To: Brian Kramer [redacted]

Company TreaTek-CRA

City/State: Niagara Falls, New York 14304

Fax Number: (716) 297-2265

From: Helen H. Mongillo

Job/Project No:

Total Pages Including This Page: 2

Comments:

Attached is the letter from the City of Jamestown Board of Public Utilities. I will send them a copy of the final Remedial Design Report for their files.

cc: Dave Chiusano, NYSDEC

Board of Public Utilities

January 27, 1998

Mr. Damian Foti
Rust Environment & Infrastructure
12 Metro Park Road
Albany, NY 12205

Dear Mr. Foti:

We have reviewed your application for a sewer use permit for the proposed groundwater remediation site on Washington Street in Jamestown, New York. Once an actual design for the project is complete, a copy of the plans must be forwarded to this office.

Once construction of the treatment system is complete, you will be required to perform a Baseline Monitoring Report (BMR). The BMR will require you to test for all inorganic substances listed in our Sewer Use Ordinance, all volatile and semi-volatile organic compounds, pH and flow. Discharge limits for volatile and semi-volatile organic compounds are as follows:

No individual toxic organics shall have a concentration greater than 100 ug/l (ppb)
The sum of all detectable toxic organics shall be less than 2.13 mg/l (ppm)

Discharge limits for the rest of the above mentioned parameters can be found in the Sewer Use Ordinance.

Please keep us informed of your progress on this project. If you have any questions, please do not hesitate to contact this office.

Sincerely,

Jack O. Thompson

Jack O Thompson, P.E.
Engineering & Operations Manager
Division of Wastewater/Solid Waste

P.O. Box 700, Jamestown, New York, 14702-0700
(716) 661-1652 FAX (716) 661-1605

New York State Department of Environmental Conservation
Division of Environmental Remediation

CAP Transmittal Memorandum

TO: **Kelly Bologna**, Cost Analysis and Payments Section (**Hand Deliver**)

FROM: STEVE R. MITTAL through
(Project Manager)

ANDREW ENGLISH
(Section Chief) (Bureau Director)

SUBJECT: Payment Request No. 58 for SSF Standby Contract with RUST
(Consultant)

DATE:

Project Name: PELICAN INDUSTRIES

Work Assignment No.: D002520-350

Site No.: 907-010

I have reviewed the payment request for technical eligibility and recommend:

[✓] **PAY** amount requested based on technical review.

[ ] **RETURN PAYMENT** to standby consultant. Reason: _____

_____

[ ] **PARTIAL PAYMENT**, see below for details.

Task/Item No.	Amount to be Withheld ($)	Reason

Additional Comments:

PLEASE NOTE THE SCHEDULE 2.11's HAVE NOT BEEN SIGNED BY THE ENGINEER

RUST **Rust Environment & Infrastructure** *Invoice*

Invoice To:

NYSDEC
DIV OF HAZARDOUS WASTE REMED
50 WOLF ROAD ROOM 212
ALBANY NY 12233-1070

Date: Dec. 20, 1996

Project Number: 39809

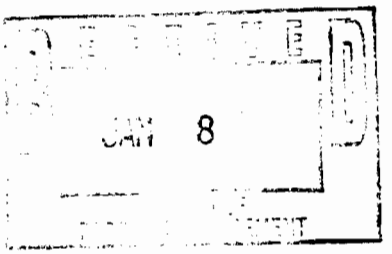
Project Manager: Helen Mongillo

Invoice Number: 9633362

Client Number: 50002

Your Authorization: D002520-35.0

Terms: Net 30



Progress Billing

Professional services rendered through Nov. 29, 1996, in conjunction with Pelican Remedial Design.

Direct Salary Costs	$41.80
Indirect Costs (156.4 %)	65.38
Subtotal Direct Salary Costs & Indirect Costs	107.18
Travel	0.00
Other Non-Salary Costs	0.00
Subtotal Direct Non-Salary Costs	0.00
Subcontractors	0.00
Total Work Assignment Cost	107.18
Fixed Fee	3.90
Total Work Assignment Price	111.08
Less Retainage	5.55

Amount Due: **$105.53**

Remit To: Rust Environment & Infrastructure Inc. • P.O. Box 73981 • Chicago, Illinois 60673-7981

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF FISCAL MANAGEMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

(Consultant Contract)

TO BE COMPLETED BY CONTRACTOR		FOR AGENCY USE ONLY
PAYEE NAME Rust Environment & Infrastructure Inc.	COMPTROLLER CONTRACT NUMBER D002520-35.0	ORIGINATING AGENCY CODE 9000
ADDRESS 12 Metro Park Road	APPLICATION NUMBER CAP 58	
CITY/STATE/ZIP CODE Albany, New York 12205	WORK PERIOD ENDING 11/29/96	DATE APPLICATION RECEIVED 8
TELEPHONE NUMBER (518) 458-1313	EMPLOYER IDENTIFICATION NUMBER 14-1088260	

With Final Payments Attach Labor Affidavits for Payroll Period to Conform to the New York State Labor Law, Section 220A.

SCHEDULE I — FINANCIAL STATEMENT

CONTRACT VALUE Line		CONTRACT WORK PERFORMED Line	
1. Original Contract	$317,863.00	1. Work performed in previous applications (Schedule V-Col 1)	$2,435.39
2. Amendments (Schedule VI)	$127,599.52	2. Work performed this application (Schedule V-Col 2)	$111.08
3. Net Contract Amount	$445,462.52	3. Work performed to date (Schedule v-Col 3)	$2,546.47
4. Maximum Retainage (5% of line 3)	$22,273.13	4. Retainage	$127.32
		5. Work performed to date less retainage	$2,419.15
		6. Less previous payments	$2,313.62
		7. Payment this application	$105.53

SCHEDULE II — CERTIFICATION BY CONTRACTOR

I A. Jeffrey Mirarchi P.E., do hereby certify that I am MANAGER OF GOVERNMENT PROGRAMS of the Company/Corporation herein referenced and contractor for the described in the foregoing application for payment. According to my knowledge and belief all items and amounts shown on the face of this aplication for payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

1/7/97
Date

A. Jeffrey Mirarchi
Signature

SCHEDULE III — CERTIFICATION BY ENGINEER/OR PROJECT MANAGER

I certify that I have checked this aplication for payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or materials supplied by the contractor, and that the work has been performed and/or materials supplied by the contractor, and that the work has been performed and/or materials supplied in accordance with the contract requirements.

1-9-97
Date

Steve R. Mitchell
Signature

SCHEDULE IV — ENDORSEMENT BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU

Date _____ Signature _____

APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT

Date _____ Signature _____

EXPENDITURES							LIQUIDATION					
					ACCUM							
Dept.	Cost Center	Var	Yr	Object	Dept	State	Amount		Orig Agency	PO/Contract	Line	F/P

Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Date Prepared: 11/18/96

Billing Period: 11/2/96 - 11/29/96
Invoice No. 9633362
CAP No. : 58

WORK PROGRESS

SCHEDULE V — **BREAKDOWN OF WORK PERFORMED**

ITEM	TYPE OF WORK	CONTRACT BUDGET	COLUMN 1 PREVIOUS WORK	COLUMN 2 WORK THIS APPLICATION	COLUMN 3 WORK TO DATE
1	Task 1 - Work Plan Development	$8,702	$2,435.39	$111.08	$2,546.47
2	Task 2 - Plans and Specifications	$41,351	$0.00	$0.00	$0.00
	TOTALS	$50,052	$2,435.39	$111.08	$2,546.47

SCHEDULE VI — **APPROVED AMENDMENTS**

AMEND. NUMBER	INCREASE	DECREASE	AMENDMENT NUMBER	INCREASE	DECREASE
1	$127,599.52				

Rust Environment & Infrastructure Inc.
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0

Date Prepared: 11/18/96
Billing Period 11/2/96 - 11/29/96
Invoice No: 9633362
CAP No. : 58

MONTHLY COST CONTROL REPORT
SCHEDULE 2.11(h)
SUMMARY OF LABOR HOURS
NUMBER OF DIRECT LABOR HOURS EXPENDED TO DATE/
ESTIMATED NUMBER OF DIRECT LABOR HOURS TO COMPLETION

LABOR CLASS	IX		VIII		VII		VI		V		IV		III		II		I		TOTAL NO. OF DIRECT LABOR HOURS	
TASK NO.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.	Exp	Est.
1		1.0		0.0		10.0		0.0		0.0		0.0	30.5	27.0	16.5	11.0	4.0	3.0	51.0	52.0
2		0.0		0.0		14.0		0.0		32.0		0.0		6.0		88.0		0.0	0.0	140.0
TOTAL	0.0	1.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	32.0	0.0	0.0	30.5	33.0	16.5	99.0	4.0	3.0	51.0	192.0

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: Total Assignment
Complete (%): 5%

Date Prepared: 12/17/96
Billing Period: 11/2/96 - 11/29/96
Invoice No.: 9633362
CAP No. CAP 58

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$41.80	$908.05	$0.00	$949.85	$0.00	$949.85	$4,539.05	$3,589.20
2 Indirect Costs (156.4%)	$65.38	$1,420.19	$0.00	$1,485.57	$0.00	$1,485.57	$7,099.07	$5,613.50
3 Subtotal Direct Salary Costs and Indirect Costs	$107.18	$2,328.24	$0.00	$2,435.42	$0.00	$2,435.42	$11,638.12	$9,202.70
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,115.00	$2,115.00
5 Other Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$200.00	$178.28
6 Subtotal Direct Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$2,315.00	$2,293.28
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,028.48	$35,028.48
8 Total Work Assignment Cost	$107.18	$2,349.96	$0.00	$2,457.14	$0.00	$2,457.14	$48,981.60	$46,524.46
9 Fixed Fee	$3.90	$85.43	$0.00	$89.33	$0.00	$89.33	$1,070.71	$981.38
10 Total Work Assignment Price	$111.08	$2,435.39	$0.00	$2,546.47	$0.00	$2,546.47	$50,052.31	$47,505.84

Project Manager (Engineer) _____ Date _____

Rust Environment & Infrastructure Inc.
PROJECT ANALYSIS REPORT - JOB CLASS
CAP No. : 58

Period from	11/2/96 - 11/29/96	Project Manager:	Helen Mongillo
Project No:	39809	Asst. Project Manager:	
Description:	Pelican Remedial Design	Division/Dept.:	Rust/Albany
Total Assignment		Date Processed:	12/17/96

NSPE Level	Employee No.	Employee Name	Hourly Rate Hours	1996	Total Cost	Explanation of Cost
L1						
Subtotal			1.5		$23.54	
L2						
Subtotal			0.5		$8.09	
L3						
Subtotal			0.5		$10.17	
L4						
Subtotal			0.0		$0.00	
L5						
Subtotal			0.0		$0.00	
L6						
Subtotal			0.0		$0.00	
L8						
Subtotal			0.0		$0.00	

Total Labor	2.5	$41.80
Overhead Allocation		$65.38
Total Labor and Overhead		$107.18
Expenses		
Travel		$0.00
ODC		$0.00
Subcontractors		$0.00
Total Expenses		$0.00
Total Labor, Overhead, Expenses		$107.18
Fixed Fee		$3.90
Total Charges		$111.08

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: Task 1 - Work Plan Development
Complete (%):

Date Prepared: 12/17/96
Billing Period: 11/2/96 - 11/29/96
Invoice No.: 9633362
CAP No. CAP 58

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$41.80	$908.05	$0.00	$949.85	$0.00	$949.85	$1,294.07	$344.22
2 Indirect Costs (156.4%)	$65.38	$1,420.19	$0.00	$1,485.57	$0.00	$1,485.57	$2,023.92	$538.35
3 Subtotal Direct Salary Costs and Indirect Costs	$107.18	$2,328.24	$0.00	$2,435.42	$0.00	$2,435.42	$3,317.99	$882.57
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,115.00	$2,115.00
5 Other Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$200.00	$178.28
6 Subtotal Direct Non-Salary Costs	$0.00	$21.72	$0.00	$21.72	$0.00	$21.72	$2,315.00	$2,293.28
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,763.51	$2,763.51
8 Total Work Assignment Cost	$107.18	$2,349.96	$0.00	$2,457.14	$0.00	$2,457.14	$8,396.50	$5,939.37
9 Fixed Fee	$3.90	$85.43	$0.00	$89.33	$0.00	$89.33	$305.26	$215.93
10 Total Work Assignment Price	$111.08	$2,435.39	$0.00	$2,546.47	$0.00	$2,546.47	$8,701.76	$6,155.30

Project Manager (Engineer) _____ Date _____

Rust Environment & Infrastructure Inc.

PROJECT ANALYSIS REPORT - JOB CLASS

CAP No. : 58

Period from	11/2/96 - 11/29/96	Project Manager:	Helen Mongillo
Project No:	39809	Asst. Project Manager:	
Description:	Pelican Remedial Design	Division/Dept.:	Rust/Albany
Task 1 - Work Plan Development		Date Processed:	12/17/96

NSPE Level	Employee No.	Employee Name	Hourly Rate Hours	1996	Total Cost	Explanation of Cost
L1						
	7648	Gordon Matson	1.5	15.6923	$23.54	
Subtotal			**1.5**		**$23.54**	
L2						
	6661	Angela Isaacson	0.5	16.1825	$8.09	
Subtotal			**0.5**		**$8.09**	
L3						
	6713	Helen Mongillo	0.5	20.3423	$10.17	
Subtotal			**0.5**		**$10.17**	
L4						
Subtotal			0.0		$0.00	
L5						
Subtotal			0.0		$0.00	
L6						
Subtotal			0.0		$0.00	
L8						
Subtotal			0.0		$0.00	

Total Labor	**2.5**	**$41.80**
Overhead Allocation		$65.38
Total Labor and Overhead		$107.18
Expenses		
Travel		$0.00
ODC		$0.00
Subcontractors		$0.00
Total Expenses		$0.00
Total Labor, Overhead, Expenses		$107.18
Fixed Fee		$3.90
Total Charges		$111.08

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: Task 2 - Plans and Specifications
Complete (%):

Date Prepared: 12/17/96
Billing Period: 11/2/96 - 11/29/96
Invoice No.: 9633362
CAP No. CAP 58

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,244.98	$3,244.98
2 Indirect Costs (156.4%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,075.15	$5,075.15
3 Subtotal Direct Salary Costs and Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,320.13	$8,320.13
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5 Other Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6 Subtotal Direct Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,264.97	$32,264.97
8 Total Work Assignment Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,585.10	$40,585.10
9 Fixed Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$765.45	$765.45
10 Total Work Assignment Price	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,350.55	$41,350.55

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: 0
Complete (%):

Date Prepared: 12/17/96
Billing Period: 11/2/96 - 11/29/96
Invoice No.: 9633362
CAP No. CAP 58

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2 Indirect Costs (156.4%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3 Subtotal Direct Salary Costs and Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5 Other Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6 Subtotal Direct Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8 Total Work Assignment Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9 Fixed Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10 Total Work Assignment Price	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	

Project Manager (Engineer) _____ Date _____

SCHEDULE 2.11(g)
MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: Rust Environment & Infrastructure Inc.
Contract No.: D002520
Project Name: Pelican Remedial Design
Work Assignment No.: D002520-35.0
Task No./Name: 0
Complete (%):

Date Prepared: 12/17/96
Billing Period: 11/2/96 - 11/29/96
Invoice No.: 9633362
CAP No. CAP 58

Expenditure Category	A Costs Claimed This Period	B Paid To Date	C Total Disallowed To Date	D Total Costs Incurred To Date (A+B+C)	E Estimated Costs To Completion	F Estimated Total Work Assignment Price (A+B+E)	G Approved Budget	H Estimated Under/(Over) (G-F)
1 Direct Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2 Indirect Costs (156.4%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3 Subtotal Direct Salary Costs and Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4 Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5 Other Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6 Subtotal Direct Non-Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7 Subcontractors	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8 Total Work Assignment Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9 Fixed Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10 Total Work Assignment Price	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Project Manager (Engineer) _____ Date _____

RUST **Rust Environment & Infrastructure** *Timesheet*

Week Ending: 9 / 20 / 96 Page 2 of 2

Employee Name/No.: Gordon R. Matson / 7648 (Please Print) (No.) Division Name/No.: Rust E&I Albany / 094 (Please Print) (No.)

Client Name	Work Description	Project Number	Work Code	Project Totals	Sat	Sun	Mon	Tues	Wed	Thur	Fri
NYSDEC (PELICAN)	PLANS 99906.094	39809.021	0752	1.5				1.5			
		.									
		.									
		.									
		.									
		.									
		.									
		.									
		.									
		.									
		.									
		.									
		.									
		.									
	Employee Training	.	930								
	Holiday		920								
	Personal		921								
	Short Term Disability		922								
	Worker's Compensation		926								
			Total Hours	1.5				1.5			

NOTE: Timesheets are to be submitted weekly. Prepare accurately and legibly with blue or black ball-point pen (NO ERASURES - NO WHITE OUTS). Any questions regarding the proper completion of this form should be directed to your Supervisor

Accounting Use Only: **Checklist** **Data Entry** Adi

Gordon R. Matson
Employee Signature

Supervisor Signature

White Copy - Payroll Yellow Copy - Billing Pink Copy - Employee

Rev. 1/95 F415/Acct.

Rust E&I TIME SHEET

11/22/96	ANGELA M ISAACSON	006661	094
WEEK ENDING	NAME	EMPLOYEE NUMBER	DIVISION

	CLIENT NAME/DESCRIPTION	PROJECT #.POINT # (JOB #)	WBS (COST CODE)	WORK CODE	TOTAL HOURS	SAT	SUN	MON	TUE	WED	THU	FRI
1	TASK 5- PROJ MGMNT	35399.500		0101	4.50				3.0	1.5		
2	ACCOUNTING, BILLING, COLLECTIONS, AD			9004	25.00			8.0	5.0	6.5		5.5
3	PENTA USER TRAINING	89869.210		9000	3.00						3.0	
4	ALMY PROJECT ADMINISTRATION	39112.600		0101	1.00						1.0	
5	TASK 13 OPERATION AND MAINTENANCE	35656.013		0101	2.00						2.0	
6	TASK 1-WORK PLAN	39809.001		0101	0.50						0.5	
7	TASK 6-SUPPLEMENTAL SITE INVESTIGAT	39304.006		0101	1.00						1.0	
8	MOHONK ROAD OPERATION & MAINTENA	39396.400		0101	1.00						0.5	0.5
9	SAMPLING AND ANALYSIS 32210-02	35635.300		0101	1.00							1.0
10	LARUSSELL SITE 32210-028620	35653.100		0101	1.00							1.0
	TRAINING			0930								
	PERSONAL			0921								
	HOLIDAY			0920								
	SHORT TERM DISABILITY			0922								
	WORKERS COMP			0926								
	PENDING ERRORS											
		TOTAL HOURS WORKED			40.00			8.0	8.0	8.0	8.0	8.0
		PAID HOURS			40.00							

LINE No.	EXPLANATION (If required) - FOR ACCOUNTING USE ONLY

Control # 2019273676

Angela Isaacson
EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

REV 7/96 FORM 12/12A (ETS 2.0)

Rust E&I TIME SHEET

11/22/96	HELEN H MONGILLO	006713	094
WEEK ENDING	NAME	EMPLOYEE NUMBER	DIVISION

	CLIENT NAME/DESCRIPTION	PROJECT #.POINT # (JOB #)	WBS (COST CODE)	WORK CODE	TOTAL HOURS	SAT	SUN	MON	TUE	WED	THU	FRI
1	WMNY MOHAWK VALLEY - STORMWATER	40197.140		0245	9.00					6.0	3.0	
2	WMNY MOHAWK VALLEY - STORMWATER	40197.140		0245	10.50						3.5	7.0
3	NYSDEC/SSP - PELICAN TASK 1-WORK PL	39809.001		0200	0.50							0.5
4	PENTA USER TRAINING	89869.210		9000	0.50						0.5	
	Training			0930								
	Personal			0921								
	Holiday			0920								
	Short Term Disability			0922								
	Workers Comp			0926								
	Pending Errors											
		TOTAL HOURS WORKED			20.50					6.0	7.0	7.5
		PAID HOURS			20.50							

LINE No.	EXPLANATION (If required) - FOR ACCOUNTING USE ONLY
	Sai

Control # 1718384912

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

REV 7/96 FORM 12/12A (ETS 2.0)

CHRONOLOGICAL SUMMARY - PELICAN MANUFACTURING SITE
SITE # 9-07-010

1.	ROD signed	03/22/95
2.	Site referred to DER by DEE for RD/RA	05/15/96
3.	Initial Conceptual approval	05/29/96
4.	Meeting with Rust	06/18/96
5.	Revised Conceptual approval	08/01/97 & 08/13/96
6.	Design Assignmented to Rust/Tams	08/02/96
7.	RD Work Plan approved	11/04/96
8.	Draft RFP/Bid package completed	01/97
9.	Approval obtain from OSC for Design/Built	01/97
10.	Advertise for bid in 7 publications	01/31/97 to 02/07/97
11.	Bid package sent to 23 bidders	02/12/97
12.	Site Walk over	02/13/97
13.	Five bid package received on	02/28/97
14.	TreaTek-CRA recommended by Rust	03/06/97
15.	Bids discussed with RB & Rust authorized - RD	03/97
16.	Work Assignment Amendment approved by MOT	09/10/97
17.	Final Design Approved	11/18/97
18	WORK PLAN AMENDMENT APPROVED FOR R.A.	→ 12/29/97
19.	R.A. START	→ 2/27/98

Pelican Manufacturing Site					
# 9-07-010					
	Original	**Revised**		Engrs	Engrs
	TreaTek-CRA	**TreaTek-CRA**	TriState	Estimate-1	Estimate-2*
Bid Items 1 to 14	$441,466	$393,191	$408,040		
O & M (item 15)	$98,000	$98,000	$61,200		
SVE Decom (item 18)	$9,700	$9,700	$18,500		
SubTotal	$549,166	$500,891	$487,740	$447,556	$686,598
Sampling	$35,000	$35,000			
Total	$584,166	$535,891			
* Include new building, air emmission etc.					
1.MobDEMob	$32,100	$32,100			
2.Site Ser	$31,256	$31,256			
3.H&S	$10,500	$10,500			
4.SVE Wells	$20,500	$20,500			
5.Dual Phase Wells	$6,975	$6,975			
6. Piping SVE	$33,490	$33,490			
7. Piping DPWells	$12,810	$12,810			
8. Treatment Facility	$66,250	$40,405			
9. SVE Ext System	$13,550	$13,550			
10. GW Treatment	$112,880	$95,330			
11. System Startup	$39,930	$39,930			
12. Effluent Discharge	$7,655	$7,655			
13. Ele Work	$38,160	$33,280			
14. Sediment Removal	$15,410	$15,410			
Total items 1to 14	$441,466	$393,191			
18. SVE Decom	$9,700	$9,700			
Total	$451,166	$402,891			
O&M	$60,000	$60,000			
Utilities	$38,000	$38,000			
Sampling	$35,000	$35,000			
Total	$584,166	$535,891			
1. Const. Manage-labor		$65,412			
2. Const. Manage-Other		$17,730			
3. Subcontract Cost		$538,941			
4. Fixed Fee		$5,560			
Total - Under New Assignment		$627,643			
Original Design Assignment		$50,052			

From: George Harris
To: jmmckeon, exbelmor, djchiusa
Date: 7/24/97 3:11pm
Subject: Pelican

I just wanted to let you know the construction Bureau has been in great support of the efforts being made on the design build process at this site. We 've gone through the painfull process of consultants reviewing shop drawing submissions by knowledgeable contractors who essentially redesign the system based on their extensive and specialized experience of what works in the field with equipment they use routinely. This is after a complete design has been prepared by the consultant. At the North Franklin site significant problems developed during shop drawing and substitution proposal reviews, and it was a long drawn out process getting everyone back on track. If there is anything we can do to help, let Dave Chiusano or myself know.

From: Jack McKeon
To: exbelmor
Date: 7/16/97 3:09pm
Subject: Pelican

We went to the Comptroller's Office w/ a request to do this project under a design/build concept undera standby work assignment, rather than competitive bidding, with the rationale that it was sufficiently small(approx. $300,000-350,00) and that it was cost effective. Now costs are way up and we threw out the low quote. Before Ray and his folks spend any more time on this please review yourself and put yourself in the Comptoller's position (who always wants to assure there is ample competition and cost effectiveness) and see if you would approve this project as something that is worthy of being an exception to the rules of competitive bidding. Thanks.

From: Edward Belmore
To: jmmckeon
Date: 7/24/97 11:07am
Subject: Pelican -Reply

Jack,
My response to your memo is that we should continue to proceed with the Pelican design/build approach. My reasons are as follows:
1. Although costs have increased to 500K or so. This is still a small project and savings can be made.

2. As for the low bid being thrown out. This was done since the bid was totally unresponsive. This should be easy to justify.

3. If we abandon the current approach we would also lose the savings in design costs we have achieved. We would need to prepare a full design package which would take several months and would cost 50-100K more in design costs only. The effect on construction costs is less clear but new bids could also be higher.

4. We are ready to start construction NOW ,changing the approach will delay construction by several months.

5. We have already received bids and the lowest responsive bidder has incurred costs on our good faith representation. When we received the higher bids several months ago Andrew English consulted with Ralph Burger and he advised us to proceed.

6. Through recent design modifications the cost has decreased by about 50K.

7. Finally I still believe that the design/build approach continues to have potential for other sites. It is not surprising that some problems may be encountered in our first attempt to use this method. However for the reasons given, I recommend proceeding. . Let's get on with it.

>>> Jack McKeon 07/16/97 03:09pm >>>
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CC: ajenglis, gxharris

From: Ray Lupe
To: jmmckeon, exbelmor, gxharris, ajenglis, srmittal
Date: 7/28/97 12:04pm
Subject: Pelican, Exemtion from Contract Protocals

I have received your messages regarding the concept of doing the construction of the Pelican remedy under the work assignment. I plan to work with Ralph Burger, Andrew English and Shive Mittal to get a package together to try to get OSC approval.. I met with Andrew and Shive on Friday, and requested that they prepare a summary document on the efforts that were taken to get the quotes, and outline why the construction of the remedy under the work assignment is still more, or equally, cost effective than if the project was bid. This will need to include a good justification why the low quote was rejected; that is what were the specific reasons and what would be the impacts on the cost of the low quote. These justifications are needed since the OSC is being asked to waive the $100,000 limit for site response activities under the work assignment that are in our protocols filed with OSC to use the Standby Contracts.

In general, we must remember that OSC operates under the basic premise that competition (bidding) will result in the most cost effective and reasonable prices. Therefore, we must be able to demonstrate thst the waivers we request will be equally or more cost effective. It does not matter that we believe it more pragmatic. In general, I think it will be hard to justify that we should not bid projects that exceed $300,000 to $350,000 since part of the justification of saving design costs lose there validity. For example, it is not unusual for design costs to be 15 to 25% of small projects. Future requests to OSC for such waivers will require us to get very good price estimates upfront.

In closing, I do not have final approval of this matter. Staff need to realize that it is OSC that grants the final approval and that we should only request special treatment when the project justifies it. We should not be looking at this as a time saver on all projects. Further, staff should not be requesting that the subcontractor perform work until the work plan is approved when we are dealing with getting an exemption as there will not be a means to pay the subcontractor if OSC rejects the request.

We will try to get the exemption on Pelican and other selected projects that warrant such exemption, but need to be careful in selecting when to pursue this course of action. Otherwise we lose credibility with OSC and could jeopardize getting an exemption on some future project for which we may badly need it.

From: Andrew English
To: gxharris, djchiusa
Date: 1/13/97 1:48pm
Subject: Pelican RD/RA

Ralph has obtained approval from the Comptroller to proceed with the Pelican RD/RA using a performance-based approach as a demonstration project. The constraints are:

1. We must advertise broadly (perhaps Dodge Reporter + Buffalo News + ???)
2. We must document everything carefully and follow-up with a report about the results.

If this works out well, Ralph will seek to amend the standby contract protocols to allow this to happen more routinely.

Shive will work the RUST/TAMs to decide how to handle advertising. Dave C. may want to add his suggestions.

Let me know if you have any comments/concerns. Please remember that comments on the design are due to Shive by Friday 1/17.

CC: Marty

From: Andrew English
To: NYSDEC0.Remediat(reburger), relupe
Date: 1/9/97 10:27am
Subject: Pelican Manufacturing Site Design/Construction -Reply -Reply

Let's meet in my office. I have not heard from Ralph yet but 10:00 is ok with everyone else.

>>> Ray Lupe 01/09/97 10:19am >>>
Friday, at 10:00 is ok with me. Where do you want to meet? Is Ralph Burger available?

CC: NYSDEC0.Remediat(djchiusa, gxharris, srmittal),

From: Andrew English
To: reburger
Date: 1/8/97 1:12pm
Subject: Pelican Manufacturing Site Design/Construction

Coming your way is a hardcopy memo with attachments requesting that we get a determination from the Comptroller about exceeding the $100,000 subcontracting limit for building and operating a soil vapor extraction system at the Pelican site. We have been discussing this approach for several months and we now have the cost estimate from our standby consultant (Rust).

In a conversation I had with Ray, he expressed pessimism about our chances of getting approval based upon some things he has heard about how the Comptroller does not like turnkey projects done under the standby contracts.

I would like us all to get together before you speak with the Comptroller's office to make sure that we clearly explain our proposal to you and the Comptroller. Since this approach has the potential to save hundreds of thousands of dollars and much time, I would hate to see it crash and burn because the Comptroller thinks we are trying to do something we are not.

How does Friday 1/10 at 10:00 sound?

CC: relupe, gxharris, djchiusa, srmittal

New York State Department of Environmental Conservation

MEMORANDUM

TO: Ray Lupe, Chief, Contract Development Section, BPM
FROM: Andrew J. English, Chief, Remedial Section B, BWRA
SUBJECT: **Pelican Manufacturing Site (No. 9-07-010)**

DATE: January 6, 1997

As we have discussed over the past several months, we are pursuing a modified approach to complete the design and construction of the remedy for this site. The goal of the approach is to save time and money by using a performance-based approach to completing a soil vapor extraction (SVE) project. This is possible because of the experience the Department and contractors have obtained over the past several years in using this remedial technology.

Our standby consultant (Rust) has now completed the first part of a performance-based design and we are prepared to requests bids from several contractors on a subcontracting basis. As we agreed previously, we first need approval from the Office of the Comptroller to exceed the $100,000 limit to issuing subcontracts under the standby contracts. We ask that you now seek that approval.

To help demonstrate to the Comptroller that this approach is appropriate and beneficial to the State, we offer the following advantages to using this approach.

1. SVE is now commonly used not only at hazardous waste sites but also at many petroleum spill cleanup sites. The contractors have developed enough experience to know what combinations of equipment and operating conditions work to cost effectively remediate sites. Using our standard design process, our consultant would specify every component and dictate its mode of operation. This prevents the contractors from using what they have experience with and forces them to manufacture site-specific systems. This increases costs for them and subsequently for the Department. The performance-based approach establishes site-specific conditions that must be achieved but allows the contractor to use their experience to propose the most cost-effective way of meeting the requirements.

2. Rust has prepared a cost estimate to implement the performance-based approach (attached). The estimate indicates that it would cost approximately $250,000 to construct the remedy and approximately $191,000 to operate the remedy for 18 months. The feasibility study estimate to construct and operate the remedy using the standard approach was $787,000 and $174,000 (18 months) respectively. Recent bids for similar work has also been in the range of $700,000. Since there has been large ranges in the bids received recently, it is difficult to quantify the expected cost savings but we believe it is accurate to conclude that the savings would be more than $150,000 (savings of $50,000 by not requiring a fully detailed design and more than $100,000 by allowing contractors to specify equipment they use routinely) for the work at this site alone.

3. Using the performance-based approach would also allow contractors to include lower contingency costs. Under the standard approach, the Department would require the contractor to achieve not only certain equipment and effluent performance requirements but also achieve site-specific soil cleanup goals. This raises several unknowns for the contractor. By removing this requirement, the contractor can provide much more accurate estimates. The Department does assume some risk in this approach but due to the experience now available and our understanding of site conditions, we believe that this risk is not great (this has been approved by the Division Director; see attached).

4. We estimate that using the performance-based approach will save us five to eight months from now until the remedy is operational. The time savings come from saving approximately two to four months by not having to prepare and review a fully detailed design and from saving three to four months by not using the standard bid-award process.

5. By soliciting bids from approximately five subcontractors, we believe that we will fulfill our obligation to demonstrate that the work is being done competitively.

We request that you obtain a determination from the Comptroller as soon as possible. If we obtain approval very soon, we will be able to complete the design this fiscal year and start construction as soon as conditions allow. The project manager, Mr. Shive Mittal, is available to answer any questions you may have.

Attachments

c: w/att. R. Burger

c: w/o att. E. Belmore
G. Harris
D. Chiusano
M. Doster, Region 9

S. Mittal

bc: w/att. A. English
1-6-rl.pel

From: Andrew English
To: Shive
Date: 11/26/97 4:09pm
Subject: Pelican

Shive: Ray Lupe has called for a meeting with M. O'Toole to discuss (again) the approach for doing the Pelican RD/RA. I would like you to prepare a briefing/justification package (again) detailing how the process developed, including intermediate approvals, and how the cost estimates changed over the course of the RD. I need the materials by COB Monday. -Andrew

CC: gxharris, djchiusa

From: Thomas Jurczak
To: NYSDEC0.REMEDIAT(srmittal)
Date: 6/24/97 3:19pm
Subject: Re: Pelican Manufacturing Site -Reply

The Pelican Manufacturing site in the City of Jamestown was inspected by Robert Lichorat , Wildlife Technician II on 6/23/97. Mr. Lacerate issued a permit to the City of Jamestown to remove the dam and destroy the beaver. The permit is valid till 12/05/97. The City of Jamestown will assume responsibility for controlling beaver on the Pelican site.

From: Edward Belmore
To: jmmckeon
Date: 7/24/97 11:07am
Subject: Pelican -Reply

Jack,
My response to your memo is that we should continue to proceed with the Pelican design/build approach. My reasons are as follows:
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MIKE / Tom W

Please look at this w/great scrutiny & satisfy yourselves that this is worth pursuing. Ray is down one person and needs to focus on spill control procurement. I am afraid this will be a waste of time and cost
Jack

cc: Ray L
Dowid W
JIM M.
Ed B.

From: Ray Lupe
To: jmmckeon
Date: 11/14/97 4:31pm
Subject: Installing Inwell SVE Systems and Other Remedies under Work Assignments

The Division made the decision several months ago to install inwell air strippers and other remedies at 3 sites using work assignments rather than bidding the projects as it was anticipated to save money and time. The construction costs estimated at that time were as follows:

Pelican Site - $250,000 to $300,000, Treat Tec/ Conestoga Rovers as subs

Fulton Avenue - $150,000, M&E, ETG as subs

Owego West Main - $100,000+/-, M&E as sub

Since then, the Pelican costs have escalated to approximately $500,000 and the Fulton Avenue costs to $507,000 for construction of the remedy. These costs are in the work plans that are currently under review and for which a notice to proceed will be needed. No cost quotes have been obtained yet for the Owego project.

I am concerned that these new costs will not result in a cost saving and there has been little time savings. Since we will be asking OSC to formally exempt these work assignments from the $100,000 limit for site response costs in the standby contract protocals, we will need to document how the quotes met the intent of competetive bidding and are saving both time and money. I am concerned that the significant increase in costs will raise issues with OSC since we had previously discussed the much lower amounts with them to see if the concept was worth pursuing.

Other issues of concern, are that there is no penalty or requirement to hold the subcontractor to their quote while a bid bond would be forfeited if the project was bid. Also, under formal bids there is no negotiating additional costs into the contracts for items left out of the bid. The contractor may request we allow them to withdraw their bid if they can show significant errors in the bid for extenuating reasons. In the case of the work assignments, we seem to be allowing for additional costs. This may be ok for a portion of Pelican, but there does not seem to be full justification especially, for the Fulton Avenue project.

I have been spending much time on the Pelican project and can expect many issues to be addressed on the other 2 projects. My question is does the Division still think we should go forward with any of these projects using the work assignments rather than bidding? It seems that a frank discussion of the pros and cons of continuing on the current course on a project by project basis with Mike O'toole is appropriate.

We should only pursue this option where it will be advantageous from a time and money aspect versus originally bidding and the costs are close to the $100,000 limit. We should not consider this as a routine option as it does not comply with fiscal guidance to bid projects especially on projects that are much more than the $100,000 limit as it could push OSC to eventually take an inflexible position even when it may be an emergency or a truly appropriate option.

Contract Dev. Section: R Lupe Date: 9/10/97 AE/File
Division Director: _____ Date: _____

New York State Department of Environmental Conservation

MEMORANDUM

Approved Michael J. O'Toole, Jr. 9/10

TO: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation
FROM: Edward R. Belmore, Director, Bureau of Western Remedial Action, DER
SUBJECT: **Conceptual Approval for Amendment to Work Assignment #D002520-35** for Pelican Manufacturing Site, Site No. **9-07-010,** Chautauqua County, New York
DATE: September 5, 1997

Attached is a copy of the proposed Amendment #1 to the Standby Contract Work Assignment # D002520-35, with Rust Environment & Infrastructure (Rust), for Remedial Design to include Remedial Construction and Construction Oversight for the Pelican Manufacturing Site.

The original work assignment amount	$50,052
Estimated increase for Amendment #1	$600,091
Total WA cost	$650,143

Fund Name and Cost Center:

Fund Name: 1986 EQBA
Cost Center: To be assigned

General Discussion and Justification (Background, Purpose):

By letter dated November 4, 1996 the Work Plan for the Work Assignment #D002520-35, with Rust, was approved in the amount of $50,052. To save time and money, we are using a performance-based approach to designing and building the selected remedy (under your previous approval). Under this W.A., Rust prepared limited design documents that established performance requirements for each component of the remedy and prepared a cost estimate to construct and operate the system. The Cost Analysis and Payment Section received verbal approval from the State Comptroller's office to subcontract remedial work exceeding $100,000 as a test case. Therefore, Rust was authorized to obtain bids from subcontractors. On February 28, 1997, Rust received five bids ranging from $487,740 to $772,292 and recommended Treatek-CRA to be the lowest responsive, responsible bidder.

This work assignment is amended to include remedial construction, remedial construction oversight, shakedown, preparation of a operation and maintenance plan, and operation through the end of the vapor extraction portion of the remedy, plus up to twelve months additional time for the operation of the groundwater system to allow for a transition to a longer term O&M program by the Department.

Alternative:

There is no other feasible or cost effective method to accomplish this work with State personnel or equipment.

Affirmative Action Issue:

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 Fish and Wildlife
Division of Water
New York State Department of Health

DEC Attorney and Potential Legal Issues:

Contract Attorney: M. Murray
Program Attorney: J. Eckl

Attachments

cc: w/att: B. Moulhem, M/WBE Unit
R. Lupe - Contract Development Section
R. Burgers, Cost Analysis and Payment Section

cc w/o att: D. Weigel

STATE SUPERFUND STANDBY CONTRACT WORK ASSIGNMENT
REMEDIAL CONSTRUCTION PROJECT
CONTRACT TYPE: COST PLUS FIXED FEE
AMENDMENT TO WORK ASSIGNMENT #D002520-35.0

Site Name: Pelican Manufacturing Site (No. 9-07-010)
NYSDEC Project Manager: Shive Mittal, P.E.

I. SITE LOCATION AND DESCRIPTION

The Pelican Manufacturing Site (Site) is located on the west side of Washington Street, northwest of the intersection of Washington Street and 23rd Street in the City of Jamestown, Chautauqua County, New York (see figure 1). The Site consists of approximately 1.3 acres of land including a 10,000 $\pm$ square foot building that has been used for various commercial and manufacturing activities for at least the past 50 years (see figure 2). The site is bordered by other commercial or light manufacturing businesses. A portion of the former Jamestown City Landfill (now Chadakoin Park) borders the Site to the west. The Chadakoin River is approximately 2000 feet to the west of the Site. A public park (Roseland) lies to the east of the Site.

Operational/Disposal History

In the mid-1940s, the Site was operated as an automobile repair shop. From the late 1940s to the late 1960s, the Site was operated as the Coverall Service and Supply Co. Throughout the 1970s and early 1980s, the Site was operated as a metal fabricating and finishing business, first by A.M.S. Co. (1971-1979), and then by Pelican Manufacturing, Inc. Pelican reportedly ceased operations at the facility in 1987. In 1993, the City of Jamestown foreclosed on the property for non-payment of taxes.

Building No. 2223 at the Site contains a large central section with a smaller room (the "solvent room") located along the northernmost end and two offices located along the east side. This building was reportedly used by Pelican for the storage and use of solvents to degrease or clean metal parts prior to their painting and fabrication. Building No. 2221 also consists of a large central section with offices and a lavatory along the east side. Indications are that spills and disposal of the degreasing solvents in and around the building have resulted in the contamination of soils and groundwater at the site.

Pelican reportedly ceased operations at the site in 1987. The identified Potential Responsible Party (PRP) for the site includes: Pelican Manufacturing, Inc.

Summary of the Remedial Investigation

Since the PRP failed to carry out the RI/FS at the site when requested by the NYSDEC, DUNN Geoscience Engineering Co. P.C. (DUNN) was authorized by the Department to proceed with the remedial investigation of the site under State Superfund program. The RI was completed between July 1993 and March 1994 and a report entitled "Final RI/FS Report; Pelican

Manufacturing, Inc. Site", dated December 1994, was prepared describing the field activities and findings of the RI in detail.

The primary contaminants of concern include the volatile organic compounds trichloroethene (TCE), 1,1,1-trichloroethane (TCA), 1,2-dichloroethene (DCE), vinyl chloride, toluene, tetrachloroethene (PCE), and carbon tetrachloride.

After completion of a feasibility study and receipt of public comment, the Department selected a remedy for the site in a Record of Decision (ROD) dated March 22, 1995. The selected remedy for the site includes a soil vapor extraction system, and a groundwater extraction and treatment system.

The PRP failed to carry out the remedial program when asked to assume the responsibility for the Remediation. Therefore, the NYSDEC is moving ahead to implement the remedy under the State Superfund. The Department will continue to implement the Citizen Participation activities for this site.

II. SCOPE OF WORK

On August 2, 1996 Rust Environment & Infrastructure, Inc. (Rust) was issued a Work Assignment (W.A.) #D002520-35.0 in the amount of $41,500 under the State Superfund Standby Contract Program. By letter dated November 4, 1996, the scope of the work assignment was revised and the work plan for remedial design was approved in the amount of $50,052. Under this W.A., Rust prepared limited design documents that established performance requirements for each component of the remedy and prepared a cost estimate to construct and operate the system. On February 28, 1997, Rust received five bids ranging from $487,740 to $772,292 and recommended Treatek-CRA to be the lowest responsive, responsible bidder. The Treatek-CRA bid of $549,166 was the second lowest. The lowest bid was determined to be a non-responsive bid by Rust. Soon after bid opening on March 3, 1997, tentative permission was obtained from the Office of State Comptroller (OSC) to subcontract work exceeding $100,000 and Rust was authorized to obtain bids from the subcontractors. OSC must still approve the process used to obtain the quotes and formally approve the work plan which would include subcontractor's response costs exceeding $100,000 before construction may occur.

The existing work assignment will be amended to include remedial construction, remedial construction management, test system, shakedown, preparation of a operation and maintenance plan, and operation through the end of the vapor extraction portion of the remedy. Moreover, the amended W.A. will include up to twelve months additional time for the operation of the groundwater system for transition to a longer term O&M program by the Department. The original W.A. included Task 1: Background Review and Work Plans; and Task 2: Plans and Specifications. The amendment will include the following additional tasks:

Task 3: Work Plans

Within two (2) weeks after issuance of the work assignment amendment the Engineer's project manager and design engineer will meet with the NYSDEC in a scoping meeting to discuss the components of the amendment and any changes that may be needed. The Engineer will submit an outline of the work plan for construction oversight and an estimated budget at least 3 days prior to the scoping session. A level of effort and associated cost for completing all tasks, and associated deliverables will be negotiated and agreed upon. **The Engineer's representative at this meeting must have the authority to make these agreements.**

Within thirty (30) days of the issuance of this amendment, the Engineer will prepare and submit seven (7) copies of a Project Management Work Plan. The purpose of this work plan is to:

1. Provide more detail to this scope of work, where necessary, to support the Engineer's level of effort estimates in the project budget;

2. Present a work assignment that includes, at a minimum, a Statement of Work (which includes a description and purpose of the major tasks and sub-tasks), a detailed schedule with milestones and deliverables, a staffing plan, a MBE/WBE and Equal Employment Opportunity (EEO) Utilization Plan, and a proposed list of subcontractors. When an acceptable work plan is produced, a Notice to Proceed will be issued to complete the project. **It is the goal of the NYSDEC to formally approve the Engineer's work plan within forty five (45) days of issuing the work assignment.**

Task 4: Remedial Construction Management

The purpose of remedial construction management is to provide professional engineering services for the proper management and inspection of remedial construction projects. These services include liaison work, on all issues related to the project, quality assurance of construction, monitoring of health and safety conditions and complete record keeping of all construction activities.

SubTask 4.1: Attend Pre-Construction Meeting

At the preconstruction meeting, a thorough review will be made of the scope of work, health and safety plan, plans submitted with bid and project schedule with the subcontractor. In addition, lines of communication and reporting will be established concerning technical as well as contractual issues. The Engineer shall prepare and distribute meeting minutes.

SubTask 4.2: Review of Subcontractor's Submissions

Prior to construction start-up, the Engineer will obtain written submissions as required by their contract documents. The Engineer will evaluate these according to project objectives and requirements and send them along with written recommendations to the Department concerning their suitability. The Engineer will obtain and review shop drawings, soil tests, change orders, material tests and as-built drawings for the duration of the project. After

review, the Engineer shall approve or reject the submittals after consultation with the Department. The Engineer shall review analytical material generated during construction, including QA/QC of analytical data and review of waste character profile sheets. The Engineer shall continually monitor their subcontractor's progress, review the subcontractor's progress schedule biweekly, notifying the subcontractor of its status, and require subcontractor's proposed actions to get back on schedule, if needed. The Engineer will sign manifests and bills of lading for disposal of hazardous and nonhazardous waste, respectively. The Engineer will assure that the waste is properly disposed of by the subcontractor. Proper documentation of disposal shall be provided to the Department. The Engineer shall review all requests for payment submitted by their subcontractor before submitting for payment.

SubTask 4.3: Project Inspections

The Engineer will ensure that the subcontractor follows all requirements of their contract documents by providing an experienced on-site inspector(s) during all construction activities. The Engineer will notify the contractor and the Department in the event that the contractor fails to perform the work as specified in the contract and recommend to Department the acceptance, disapproval or rejection of the subcontractor's work. The Engineer will issue instructions, field orders, interpretations and clarification of contract language to the subcontractor. In the event that a change order is required, the Engineer will negotiate, develop and submit the change order and recommendations documented with an independently developed, detailed cost estimate and other pertinent information as needed to the Department. The Engineer will document, evaluate and recommend a course of action for all disputes and claims with the contractor. The Engineer will attend meetings required by the Department, including those with the public.

The Engineer will also make provisions to collect five (5) split confirmatory soil samples at the site only as requested and directed by the NYSDEC. The samples shall be analyzed for TCL volatile organic compounds (VOCs) within 48 hours of collection. In addition, the engineer shall also make provisions to collect five (5) water samples and have them analyzed for the TCL VOCs and TCL inorganic. The engineer is responsible for providing the laboratory, sample containers, sampling equipment, and shipping containers. All laboratory analysis shall be performed in accordance with the December 1991 edition (or the latest version) of the NYSDEC Analytical Services Protocol (ASP). The laboratory must be NYSDOH ELAP certified for general and/or CLP analysis as required by this work assignment. Category A deliverables will be required.

Major field activities that the engineer will be responsible to inspect and manage shall include, but not be limited to, the following:

1. Construction of prefabricated treatment system housing and installation of equipments for soil vapor extraction treatment system (SVET) and groundwater extraction and treatment system (GWET),
2. Installation of soil vapor and groundwater extraction wells;
3. Underpinning/Modification of roof of existing building;

4. Construction, start-up, and performance testing of SVET and GWET systems; and
5. Decommissioning of SVET system.

The Engineer shall be responsible to collect data and evaluate the cone of influence during GWET operation as necessary (minimum two times). The Engineer will also conduct: (1) an inspection upon part 1 substantial completion of the work and (2) part 1 final completion inspection upon project completion as identified within Attachment A, Section VI of the Contract Documents for the Pelican Manufacturing site project. If applicable, the Engineer will conduct a one-year warranty inspection. The Engineer will prepare a detailed list of those work items remaining unfinished and an estimate of the value of the work that must still be completed. The Engineer will participate in the part 1 final inspection to determine if all work is completed and meets the requirements of the construction contract. Once this inspection has been performed, the Engineer will deliver to the Department a written notice with regard to the disposition of the project. If the Engineer determines that the project has been satisfactorily completed according to the contract plans and specifications, certification to this fact will be made to the Department by the Engineer. All files, reports, documentation, etc. are to be turned over to the Department at the completion of the project, including one (1) microfilm copy (16 mm Type M).

SubTask 4.4: Construction Records and Reports

The Engineer will maintain complete and detailed records associated with all construction and related activities during the project duration at the site project office. These records and reports include but are not limited to the following:

- Daily work completed, visitors on site and important conversations.
- Contractor's daily use of personnel, material and equipment.
- Records documenting contractor's deviation from work as specified in the contract (if any), and any instructions issued regarding deviations.
- Unusual circumstances (weather conditions, labor disputes, environmental health and safety hazards encountered, etc.).
- Assure that the contractor's site visitor's log, security and health and safety log, drum log, air monitoring log, and sampling log are accurate and up to date.
- Progress record of subcontractor in reference to the work schedule submitted by the subcontractor.
- Security and health and safety logs.
- General files including correspondence, and other documentation related to the project.
- Job meetings.
- Records of contractor's submittal including shop drawings, change orders, soil tests, material tests and action taken (e.g., approval).

- Construction photos. A minimum of 10 photographs per month approximately 10% of the photographs should be black and white depicting major remediation activities. Department will prefer digital photographs, if available.
- As-Built Drawings.
- Weekly and monthly narrative status reports (to be submitted to the DEC project manager).
- Telephone conversations.
- Copies of manifests and bills of lading for disposal of wastes.
- Copies of certification of disposal.

The design drawings and documents previously reviewed and stamped by the Engineer under Task 2 of the work assignment D002520-35 will be revised to reflect the as built conditions. The Engineer will review and approve these as built drawings. New drawings submitted as a result of design change will be reviewed and stamped by the Engineer.

SubTask 4.5: Final Remediation Report

Prepare a final remediation report approvable to the Department. The report will include a description of all variations from the Contract Documents, and a performance evaluation of the recovery and treatment system.

Task 5: Subcontractor's Services

The Engineer will procure the services of a subcontractor selected pursuant to SubTask 2.2 of this work assignment. The subcontractor will perform all the remedial construction work and the operation of the system in accordance with the bid documents (plans and specifications) dated February 1997, as revised and approved.

SubTask 5.1: Operation and Maintenance

The subcontractor shall be responsible for the O&M SVE and dual phase extraction system in accordance with the contract documents and bid item 15a. The payment of the O&M, including utilities/supplies shall be in accordance with the contract documents.

SubTask 5.2: Analytical Services

Subcontractor shall be responsible for sampling and analysis required for performance monitoring including confirmatory sampling and analysis. Payment shall be made in accordance with the contract documents.

III. Level of Effort and Cost Estimates (refer to attachments for details):

Task No.	Major Task Description	LOE(hrs.)	Cost Est.	Non-Salary
3	*Develop Detailed Work plan*	15	$1,200	$0.00

4.1	*Attend Pre-Construction Meeting*	10	$800	$500.00
4.2	*Review of Contractor's Submissions*	170	$13,600	$0.00
4.3	*Project Inspections*	380	$30,400	$10,000
4.4	*Construction Record and Reports*	40	$3,200	$0.00
4.5	*Final Remediation Report*	50	$4,000	$500
5	*Subcontractor's Services* (Items 1 through 14 & 18a)		$402,891	
5.1	*O&M by subcontractor @ $2,500/month* (Item 15a)		$60,000	$38,000*
5.2	*Sampling and Chemical Analysis* (Item 17)			$35,000**
	Total Labor Hours:	**665**		

Total Costs (including overhead, fixed fee):	$53,200
Subcontractor (Construction of remedy)	$402,891
Subcontractor (O&M)	$60,000
Estimated Direct Non Salary Costs:	$84,000

* Subcontractor's estimate for utility cost (to be paid actual).

** Subcontractor's estimated analytical cost for bid item 17.

Overall Estimated Project Budget: $600,091

IV. Period of Performance

September, 1997 to March, 2000. SVET system is likely to finish by March 2000. Operation of the GWET system is likely to continue for an additional six to twelve months with minimal Consultant oversight.

V. Work Plan Development Authorization

The Engineer is authorized to spend up to $1,200 to perform Task 3.

VI. Project Budget

The estimated total project budget is $600,091

VII. M/WBE Utilization Plan

The consultant will prepare a M/WBE Utilization Plan in compliance with the conditions of their standby contract with the NYSDEC.

VIII. Pelican Manufacturing Site Tentative R.A. Project Schedule

Work Assignment Element	Date
NYSDEC issues W.A.	09/12/97
Consultant submits outline of Work Plan	09/26/97
Scoping Session with consultant	10/06/97
Consultant submits WP, staffing plan, estimated budget, and M/WBE Utilization Plan	10/17/97
Consultant receives NYSDEC/NYSDOH comments	10/24/97
Consultant submits final WP	10/31/97
* Notice to Proceed (Work Plan Approval)	11/07/97
Consultant reviews contractor's submittal	11/07 - 11/28/97
Construction begins	11/07/97
Construction ends (system start-up)	01/16/98
Treatment System(s) Shakedown	02/13/98
Consultant submits draft final remediation report	03/20/98
* Consultant submits final remediation report Work Assignment complete	03/20/00

* Milestones for rating purpose

SUMMARY DOCUMENT
REMEDY DESIGN AND CONSTRUCTION APPROACH
PELICAN MANUFACTURING SITE (9-07-010)

The Pelican Manufacturing Site (ID # 9-07-010) is a typical site contaminated with Volatile Organic Compounds (VOCs) through spills and improper disposal of degreasing solvents. The remedy selected through Record of Decision (ROD) includes soil vapor/groundwater extraction and treatment to address VOCs. This is now a conventional remedy for this type of contamination.

The ROD for this site was signed on March 22, 1995. On August 2, 1996 Rust Environment & Infrastructure (Rust), a NYSDEC standby consultant, was asked to design the remedy. To save time and money, it was proposed to complete the design using a performance-based approach. In this concept, the consultant completes a limited performance-based design and invites contractors to bid on the job. The contractors, based on their specialized knowledge and extensive experience, come up with a cost effective proposal using equipment which they use routinely. Since the contract cost was expected to exceed the $100,000 limitation on subcontracts, verbal approval was obtained from the Comptroller's office. The approval imposed strict requirements with respect to bidding process, advertisement and use of DEC 's standard contract conditions. Rust was authorized to proceed with the design and obtain bids for remedial work. Attached is a comparison of the standard and performance-based approach.

On March 6, 1997, Rust recommended that second lowest bidder (among five bidders), Treatek-CRA being the lowest responsive bidder be awarded the job. Treatek's quotation was $441,466 to construct the remedy, $98,000 ($60,000 for labor and $38,000 for utilities) for operation and maintenance for 24 months, and $9,700 for SVE decommissioning for a total of $549,166 (or a total of $524,666 based on O&M for 18 months). The lowest non-responsive quote was $408,040 to construct the remedy, $61,200 for operation and maintenance for 18 months and $18,500 for SVE decommissioning for a total of $487,740. The bid package, including the lowest non-responsive bid was reviewed internally by the different Bureaus of the Division of Environmental Remediation and Rust was asked to obtain additional details/documents from Treatek as per bid requirements.

The final design documents are nearly complete and we recommend that we proceed with the construction of the remedy using Treatek's design submittal. We should continue to proceed with the Pelican design/build approach. Our reasons are as follows:

1. Contract/Bid documents: The instructions to bidders, Bid forms, Forms of Agreement, Supplementary Conditions, and plans and specifications were prepared to meet the NYSDEC requirements. Consultant adhered to competitive bidding practices required by NYSDEC while preparing these bid documents.

2. Advertisement: Initially, the Consultant contacted a number of firms experienced

and qualified in this type of work, informing them of the proposed work on the Pelican Project. Eleven (11) prospective bidders contacted regarding their interest in bidding on Pelican Project. Preliminary site information was sent to ten companies (one dropped out due to short time schedule). The notice to invite sealed bids for this job was placed in seven major news papers locally and across the State. The advertisement was placed in Jamestown Post Journal, Niagara Gazette, Dodge Report, Albany Times Union, The Buffalo Challenger, Syracuse Builders Exchange and Construction Exchange, Buffalo. The format of the advertisement was generally similar to that what is being followed by the Division in open competitive bidding (see Advertisement For Bids attached). Bid documents were sent to twenty three prospective bidders. A site meeting and a site walk-over was conducted on February 13, 1997. Thirteen firms attended the site meeting and walk-over. Five firms submitted bid proposals. Contractor's interest and response was very similar to other projects of this type.

3. Cost Reasonableness: Bids were received from five contractors ranging from $408,040 to $669,302 (construction cost only, excluding O&M costs). The original Engineer's estimate was $456,354 which included $83,935 for treatment facility (housed in a separate building) and $60,588 for electrical work. This estimate was later on revised to $256,856. At the time of revision it was assumed that the equipment can be housed in the existing building and substantial savings (of the order of $74,435 in building facility and $34,818 in electrical work alone) can be achieved. The building needed to be repaired before treatment facilities could be housed in the existing building. The City of Jamestown (current owner of the building) was not willing to restore the building. The bid quotes, which include treatment facility are very close to the original Engineer's estimate. Therefore, the lowest responsive bid of $441,466 is reasonable (as compared to Engineer's original estimate and other similar projects).

4. Non-responsive low bid: This project is of a performance based nature and the bidders were requested to submit detailed design information consistent with the performance specifications provided in the Request for Proposals. The lowest bid submitted by Environ Technique/Tristate, did not contain any design information requested in Section 3.02 of the technical specifications. This section clearly indicates the Contractor shall submit with the bid a detailed design including drawings and specifications. If the required submittals are not submitted with the bid, the bid will be considered non-responsive. All bidders with the exception of Tristate submitted the requested design information in sufficient detail to be considered responsive. In absence of the design details the lowest bid submitted by Tristate could not be evaluated. See letter dated March 6, 1996 from Rust summarizing the results of the procurement process and letters dated March 17 and March 18, 1997 also from Rust indicating why the lowest bid submitted by Environ Technique/Tristate was non-responsive (copies attached).

5. If we abandon the current approach we would also lose the savings in design costs we have achieved. We would need to prepare a full design package which would take several months and would cost 50-100K more in design costs only. The effect on construction costs is less clear but new bids could also be higher.

6. We have already received bids and the lowest responsive bidder has incurred costs on our good faith representation. When we received the higher bids several months ago, the bid package, including the lowest non-responsive bid was reviewed with Cost Analysis and Payment Section and we were advised to proceed with Treatek. If we change approach now, we will likely be required to settle with Treatek.

7. Through recent design modifications we have been able to reduce the cost of three bid items for a total of $48,275. The treatment facility will consist of a prefabricated, pre-assembled building with a saving of $25,845; backwash water will be discharged to local POTW with a saving in the groundwater treatment cost of $17,550; and electrical system will cost $4,880 less. The O&M cost will be based on $2,500 per month labor cost for a total of $60,000 for 24 months.

8. The increase in the cost of the work assignment is estimated to be $600,091. This cost includes $402,891 for the construction of the remedy (including $9,700 for SVE decommissioning), $53,200 for construction oversight/management, $60, 000 for O&M of the system for 24 months, and $84,000 for other non-salary costs. The non-salary costs includes reproduction, sampling and analysis, utilities, travel and other similar costs.

9. Our Bureau of Construction Services (BCS) has been in great support of the efforts being made on the design build process at this site. On other sites, BCS has gone through the painful process of consultants reviewing shop drawing submissions by knowledgeable contractors who essentially redesign the system based on their extensive and specialized experience of what works in the field with equipment they use routinely. This is after a complete design has been prepared by the consultant. One recent example is the North Franklin site, where significant problems developed during shop drawing and substitution proposal reviews, and it was a long drawn out process getting everyone back on track.

10. We still believe that the performance-based approach continues to have potential for other sites. It is not surprising that some problems may be encountered in our first attempt to use this method. However for the reasons given, we recommend proceeding with the design/built approach. If we drop Treatek now, it is unlikely that contractors would be willing to try this approach in the future.

ADVERTISEMENT FOR BIDS

NOTICE is hereby given, that sealed bids for the Remediation of the Pelican Manufacturing Site "Site" will be received at Rust Environment and Infrastructure, 12 Metro Park Road, Albany, New York, 12205, until 3:00 p.m. local time on February 21, 1997. Bids shall be submitted in sealed envelopes, addressed to the Rust Environment & Infrastrusture, Program Manager, Mr. Jeff Mirarchi and shall bear on the face thereof, the name and address of the BIDDER and the appropriate contract title, "Pelican Manufacturing Site Remediation". A pre-bid Site visit has been scheduled for February 13, 1997 at 12:00 noon at the Pelican Manufacturing Site, on Washington Street in the City of Jamestown, New York. A Site Location Map is provided in the Bid document. Attendance of the pre-bid meeting is mandatory as a condition of the Bidding.

The work to be performed consists of the remediation of the Pelican Manufacturing Site including but not limited to, soil vapor extraction, groundwater extraction and treatment, removal and off-site disposal of sediments and site restoration, in accordance with performance based specifications approved by the New York State Department of Environmental Conservation (NYSDEC).

This project is of a "Design-Build" nature. Rust Environment and Infrastructure will review each BIDDER'S design and cost submittals and recommend a subcontractor to the NYSDEC. If approved by the State, Rust Environment and Infrastructure will incorporate the successful BIDDER'S design into a final design package to be reviewed by the NYSDEC. Upon final approval of the State, Rust will enter into a subcontract with the successful BIDDER for the execution of the work described in this advertisement.

Beginning on February 3, 1997, the instruction to BIDDERS, Bid forms, Form of Agreement, supplementary conditions, and plans and specifications may be purchased at Rust Environment & Infrastructure's office (at the above-listed address) and copies thereof obtained upon receipt of thirty five ($35.00) Dollars per set. Alternatively, Bid packages may be mailed to requesting Bidders upon the receipt of Forty ($40.00) Dollars. Checks shall be made payable to RUST ENVIRONMENT & INFRASTRUCTURE and sent to the above listed address.

A certified check or bank draft, payable to the order of the Rust Environment and Infrastructure, or a satisfactory Bid Bond executed by the BIDDER and an acceptable surety, in an amount equal to at least five percent (5%) of the base Bid shall be submitted with each Bid. Bid Bonds will be returned to unsuccessful Bidders after award of the contract.

The successful BIDDER, to whom a Contract is awarded, will be required to execute a good and sufficient bond of indemnity of a duly authorized surety company, equal to the full amount of the Contract, as security for the faithful performance on the part of the CONTRACTOR of all the covenants and agreements contained in said Contract and Specifications.

The CONTRACTOR will be required to make a good faith effort to subcontract at least 15 percent of the dollar value of the contract to Minority Business Enterprises and at least 5 percent of the dollar value to Women Owned Business Enterprises.

The CONTRACTOR will also be required to make good faith efforts to employ or contractually require any Subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10 percent of, and women for at least 10 percent of, the work force hours required to perform the work required by this contract.

Bid selection will be made to the lowest, responsive, responsible BIDDER. Rust Environment & Infrastructure reserves the right to reject any or all bids, to waive any informalities therein, and to select the Bid, the acceptance of which, in it's judgement, will best assure the efficient performance of work.

Proposals must be made on the official proposal form and enclosed within the envelope provided. Bids received by telephone, facsimile, and bids which are late will not be accepted. Proposals will only be accepted from Bidders who purchase the contract Bid document. Questions regarding the Bid process may be placed to Helen Mongillo with Rust Environment & Infrastructure at (518) 458-1313.

Fst

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure, P.E., ARCH. & L.S., P.C.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

March 6, 1997

Shive Mittal, P.E.
Project Manager, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

RE: Pelican Manufacturing Site Remedial Design
Site No. 9-07-010

Dear Mr. Mittal:

The attachments to this letter summarize the results of the procurement process for the design and construction of a remedial action at the Pelican Site.

Attachment 1 summarizes the key elements of the procurement process and indicate approximately 23 firms reviewed the bid specifications with 13 attending the mandatory pre-bid meeting.

Attachment 2 summarizes the responsiveness of each of the 5 bidders. We have tentatively determined 4 of the firms to be responsive. We have tentatively determined that the lowest bidder, Enviro Techniques/TriState, was not responsive as they did not submit any of the required design information.

Attachment 3 summarizes the costs of each bid item as submitted by the five bidders and compares them to the two pre-bid cost estimates previously submitted by Rust. The bidder's cost estimates are very close to the original cost estimate prepared by Rust (12/23/96) but are considerable higher than the revised cost estimates prepared by Rust (12/30/96). Rust prepared the revised lower cost estimates based upon comments received from the DEC at our meeting on December 30, 1996.

We recommend the basis for award consist of the sum of bid items 1-14 (construction related items and start-up), 15a (operation and maintenance through completion of the SVE), and 18a (decommissioning of the SVE system). *At this time, Treatek-CRA appears to be the lowest responsive, responsible bidder.*

Attachment 4 contains a copy of our previous cost estimate.

We recommend a brief meeting between Rust and the DEC to discuss the procedures we should follow to select a subcontractor.

Sincerely,

Jeff Mirarchi
Manager, Environmental Restoration

Attachment 1
Procurement Process Summary

PELICAN MANUFACTURING BIDDING CHRONOLOGICAL SUMMARY

- Eleven (11) prospective bidders contacted regarding their interest in bidding on Pelican Project. Ten (10) express interest (one dropped out due to short time schedule). Preliminary site information consisting of sections from RI/FS, ROD, analytical tables, etc. sent to ten companies (early January, 1997).

- Draft RFP/Bid package containing advertisement for bid, bid form, bid requirement, etc. sent to ten (10) companies (early January, 1997).

- Site walk-over scheduled for January 16, 1997.

- At NYSDEC request, site walk-over postponed. NYSDEC requests project be open bid (end of January, 1997).

- Advertisement for bid sent to seven (7) publications (publications recommended by NYSDEC). Advertisement appears in publications between January 31, 1997 and February 7, 1997.

- Bid specifications sent to original ten(10) prospective bidders (February 12, 1997) and approximately thirteen (13) other bidders.

- A site walk-over was conducted on February 13, 1997 at the site. Thirteen (13) firms attended.

- Bid due date extended one week from February 21 to February 28, 1997 at request of NYSDEC (February 18, 1997).

- Five (5) bid packages received.

Attachment 2
Bid Submittal Summary

SSP - PELICAN MANUFACTURING SITE

BID SUBMITTAL SUMMARY

Bidder Name	Items Required for Bid Process						
	Pre-Bid Meeting Attendance	Bid Bond	Completed Bid Form	Technical Design*	Certificated of Corpoarate Principal	Statement of Qualifications	Non-Collusion Affidavit of Bidder
Buffalo Drilling(w/ URS)	x	x	x	x	x	x	x
EnviroTechniques(w/TriState)	x	x	x	o	x	x	x
Fluor Daniel GTI	x	x	x	x	x	x	x
TreaTek - CRA (w/Marcor)	x	x	x	x	x	x	x
Tyree Environmental Tech	x	x	x	x	o	o	o

* - Level of detail varies between bidders. RFP/Contract document requirements for specific bid information sumarized separately .
x - Submitted
o - Not submitted

Attachment 3
Bid Cost Summary

SSP - PELICAN MANUFACTURING SITE

SUMMARY OF BID COSTS

Bid Item #	Bid Item	Bidder Cost Estimate										Arithmetic Mean	Rust Estimate 12/23/96	Rust Estimate 12/30/96
		Treatek-CRA		Enviro-Techniques -InState		Tyree		Buffalo Drilling		Fluor Daniel GTI				
	Lump Sum Bid Items													
1	Mobilization/ Demobilization	$32,100		$40,950		$14,063		$75,000		$38,100		$40,043	$38,456	$1,500
2a	Site Services	$31,256		$22,500		$159,599		$81,000		$35,900		$66,051	$10,120	$1,500
2b	rates for above	?		460/day	day	4600/day	day	$900	day	$174	day	$537		
3a	Health & Safety	$10,500		$25,600		$8,071		$67,500		$23,050		$26,944	$30,360	$2,000
3b	rates for above	?		560/day	day	$171	day	$750	day	$313	day	$411		
4	Soil Vapor Extraction Wells	$20,500		$19,695		$23,848		$20,000		$15,000		$19,809	$11,385	$12,750
5	Dual Phase Extraction Wells	$6,975		$19,695		$39,249		$15,000		$11,025		$18,389	$15,180	$16,800
6	Piping-SVE System Conveyance	$33,490		$10,500		$23,216		$17,000		$31,400		$23,121	$61,825	$29,638
7	Piping-Dual Phase	$12,810		$20,300		$15,511		$13,000		$15,200		$15,364	$39,194	$26,801
8	Treatment Facility	$66,250		$100,200		$44,714		$15,000		$129,130		$71,059	$83,935	$9,500
9	SVE Extraction System	$13,550		$39,000		$44,789		$95,000		$52,150		$48,898	$26,008	$38,225
10	Groundwater Treatment	$112,880		$32,800		$14,604		$95,000		$241,850		$99,427	$49,634	$60,532
11	System Startup	$39,930		$35,800		$61,937		$42,000		$16,385		$39,210	$7,145	$7,060
12	Effluent Discharge	$7,655		$16,000		$6,891		$20,000		$4,550		$11,019	$14,016	$7,500
13	Electric Work	$38,160		$16,500		$63,320		$75,000		$42,100		$47,016	$60,588	$25,770
14	Removal-Floors/Septic	$15,410		$8,500		$8,171		$20,000		$12,975		$13,011	$17,508	$17,300
	TOTAL CONSTR COSTS	**$441,466**		**$408,040**		**$528,154**		**$652,150**		**$669,302**		**$539,822**	**$465,354**	**$256,876**
	Optional Bid Items													
15a	O&M - SVE & Dual Phase Extract	$98,000	24mo	$61,200	18mo	$201,233	?	$54,000	12mo	$83,640	24mo	$99,615	$127,680	
15b	O&M - Dual Phase Extract Only	$134,000	36mo	$61,200	18mo	$118,094	?	$48,000	12mo	$179,688	24mo	$108,196		
16a	Vapor Treatment-Design/Constr	$30,000/ $140,000		$18,500		$29,855		$80,000		$31,700		$40,014	$24,708	
16b	Vapor Treatment System O&M	$88,000	24mo	$36,000	12mo	$25,931	?	$48,000	24mo	$69,900	12mo	$53,566		
17	Sampling/Chemical Analysis-Rate SVE	$350		$2,900	ea	$494	ea	$1,769	ea	$1,490	ea	$1,401		
18a	Decommissioning	$9,700		$18,500		$11,354		$15,000		$19,350		$14,781		
18b	Groundwater System Decommiss	$21,200		$20,500		$21,900		$20,000		$21,550		$21,030		
	Total for Bid Items 1 through 14 +15a 18a	**$549,166**		**$487,740**		**$740,741**		**$721,150**		**$772,292**		**$654,218**		
	Subtotal for Bid Items 15b+18b	$253,250		$157,600		$207,628		$212,769		$323,678		$238,988		

RUST Rust Environment & Infrastructure Inc.

Rust Environment & Infrastructure of New York Inc.
12 Metro Park Road
Albany, NY 12205

Phone 518.458.1313
Fax 518.458.2472

March 17, 1997

Shive Mittal, P.E.
Project Manager, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

RE: Pelican Manufacturing Site
Site # 9-07-010

Dear Mr. Mittal:

This letter is a follow-up to our conversation of last week regarding the selection of an apparent low-bidder for the Pelican Manufacturing Site. As indicated in our letter of March 6, we have selected TreaTek-CRA as the apparent low bidder. The lowest cost bid was submitted by Tristate Restoration. However, we have determined their submittal to be non-responsive. We have judged the Tri-State bid to be non-responsive since it is grossly deficient in meeting the submittal requirements identified in the Request for Proposal.

As you know, this project is of a design-build nature and the bidders were requested to submit detailed design information consistent with the performance specifications provided in the Request for Proposals. The Tri-State bid did not contain **any** design information requested in Section 3.02 of the technical specifications. This Section clearly indicates the Contractor shall submit with the bid a detailed design including drawings and specifications. If the required submittals are not submitted with the bid, the bid will be considered non-responsive. All bidders with the exception of Tristate submitted the requested design information in sufficient detail to be considered responsive.

Please contact me at 435-7284 if you have any questions. We are working with TreaTek-CRA in developing the final design package.

Sincerely,

Jeff Mirarchi
Manager, Environmental Restoration

RUST **Rust Environment & Infrastructure** *Fax Transmittal*

12 Metro Park Road Phone
Albany, New York 12205 Fax

Date: March 18, 1997

Time: 10:31 am

To: Andrew English, P.E.

Company New York State Department of Environmental Conservation

City/State: Albany, New York 12233-7010

Fax Number:

From: Jeff Mirarchi

Job/Project No:

Total Pages Including This Page:

Comments:

Andrew,

Here is the letter we discussed this morning. I've talked with a few of our staff who have had direct contact with Tristate and Enviro-Techniques. Apparently, the basis for their dispute is they feel that if their bid is determined to be non-responsive, other bids should also be rejected.

As I mentioned, since the RFP requested significant design submittals, none of the submittals were 100% complete. However, in our judgement, all of the other submittals contained enough of the requested design information to be considered responsive.

This morning I spoke with Ray Djurin of Tristate. He requested to review the other firm's submittals. I responded that if he wanted to raise a dispute with the selection process to send me a letter and we would act on it as appropriate. We will not provide copies of other firm's submittals unless we were obligated.

Shortly thereafter, I received a call from Said Furrok who I believe is with Enviro-Techniques. He made numerous accusations that Rust was engaging in unfair and illegal bidding practices and indicated he would be pursuing this matter at the DEC Commissioner level and the Govoner's Office.

The Tristate/Enviro-Techniques team has been extremely belligerent and threatening since the onset of the bid reviews. Although we have not considered their unprofessional demeanor in reviewing the bids, they are clearly not the type of firm with which we would enter into a contractual relationship.

New York State Department of Environmental Conservation

John P. Cahill
Acting Commissioner

MEMORANDUM

FILE COPY

TO: Ray Lupe, Chief, Contract Development Section, BPM
FROM: Andrew J. English, Chief, Remedial Section B, BWRA
SUBJECT: **Pelican Manufacturing Site (No. 9-07-010)**

Andrew J. English

DATE: January 8, 1997

As we have discussed over the past several months, we are pursuing a modified approach to complete the design and construction of the remedy for this site. The goal of the approach is to save time and money by using a performance-based approach to completing a soil vapor extraction (SVE) project. This is possible because of the experience the Department and contractors have obtained over the past several years in using this remedial technology.

Our standby consultant (Rust) has now completed the first part of a performance-based design and we are prepared to request bids from several contractors on a subcontracting basis. As we agreed previously, we first need approval from the Office of the Comptroller to exceed the $100,000 limit to issuing subcontracts under the standby contracts. We ask that you now seek that approval.

To help demonstrate to the Comptroller that this approach is appropriate and beneficial to the State, we offer the following advantages to using this approach.

1. SVE is now commonly used not only at hazardous waste sites but also at many petroleum spill cleanup sites. The contractors have developed enough experience to know what combinations of equipment and operating conditions work to cost effectively remediate sites. Using our standard design process, our consultant would specify every component and dictate its mode of operation. This prevents the contractors from using what they have experience with and forces them to manufacture site-specific systems. This increases costs for them and subsequently for the Department. The performance-based approach establishes site-specific conditions that must be achieved but allows the contractor to use their experience to propose the most cost-effective way of meeting the requirements.

2. Rust has prepared a cost estimate to implement the performance-based approach (attached). The estimate indicates that it would cost approximately $250,000 to construct the remedy and approximately $191,000 to operate the remedy for 18 months. The feasibility study estimate to construct and operate the remedy using the standard approach was $787,000 and $174,000 (18 months) respectively. Recent bids for similar work has also been in the range of $700,000. Since there has been large ranges in the bids received recently, it is difficult to quantify the expected cost savings but we believe it is accurate to conclude that the savings would be more than $150,000 (savings of $50,000 by not requiring a fully

detailed design and more than $100,000 by allowing contractors to specify equipment they use routinely) for the work at this site alone.

Since we cannot predict with certainty what the low bid will be from Rust subcontractors, we may need to establish a limit (e.g., $500,000 for construction and 18 months O&M) above which we would be required to revert to our standard full-design universal bidding approach.

3. Using the performance-based approach would also allow contractors to include lower contingency costs. Under the standard approach, the Department would require the contractor to achieve not only certain equipment and effluent performance requirements but also achieve site-specific soil cleanup goals. This raises several unknowns for the contractor. By removing this requirement, the contractor can provide much more accurate estimates. The Department does assume some risk in this approach but due to the experience now available and our understanding of site conditions, we believe that this risk is not great (this has been approved by the Division Director; see attached).

4. We estimate that using the performance-based approach will save us five to eight months from now until the remedy is operational. The time savings come from saving approximately two to four months by not having to prepare and review a fully detailed design and from saving three to four months by not using the standard bid-award process.

5. By soliciting bids from approximately five subcontractors, we believe that we will fulfill our obligation to demonstrate that the work is being done competitively.

We request that you obtain a determination from the Comptroller as soon as possible. If we obtain approval very soon, we will be able to complete the design this fiscal year and start construction as soon as conditions allow. The project manager, Mr. Shive Mittal, is available to answer any questions you may have.

Attachments

c: w/att. R. Burger

c: w/o att. E. Belmore
G. Harris
D. Chiusano
M. Doster, Region 9
S. Mittal

[redacted] A. English

1-6-rl.pel

RUST ENVIRONMENT & INFRASTRUCTURE

Formerly DUNN Corporation

RUST Environment & Infrastructure Inc.
12 Metro Park Road
Albany, NY 12205
Tel. (518) 458-1313 • FAX (518) 458-2472

January 2, 1997

Mr. Shive Mittal, P.E.
Project Manager, Division of Hazardous Waste Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

RE: Pelican Manufacturing Site, Remedial Design
Site No. 9-07-010
Pre-Bid Cost Estimate

Dear Mr. Mittal:

Per your request, attached is a revised copy of the pre-bid cost estimate for the Pelican Manufacturing Site Remediation including a separate cost for 18 months of Operation and Maintenance of the SVE and groundwater pumping system. Several questions have arisen regarding how separating the O&M from the construction costs could affect the overall approach of this project. The following is a brief description of these issues:

- If we separate the O&M from the design it will likely be more difficult or maybe even inappropriate to hold the Contractor who designs and installs the system accountable for the ultimate performance of the system. Even if a highly specific O&M plan is developed by the Contractor, unanticipated problems or required changes in the system could present questions on who is to supposed to deal with these problems. If a percentage of payment is held back from the Contractor until cleanup is achieved, litigation could arise relating to improper performance of O&M if the cleanup is delayed or the system is ineffective. By separating the construction from the O&M we may sacrifice the advantage of putting the complete responsibility on the Contractor to make the system work until the Site is considered "clean".

- As we discussed at our recent meeting, giving the entire job to the Contractor provides incentive for the Contractor to take the time to design a system that will be easy and cost effective to maintain. As you have suggested, if we state that there is a potential for the Contractor to get the O&M work, but that it may go to another party, the loss of ultimate control and responsibility is likely to impact the amount of time and effort that the Bidder puts into the system design.

- A potential positive effect that separating the O&M from the construction costs could have is that the Contractor will realistically estimate the costs for these two items rather than shifting costs from one to another in a effort of winning the bid.

We will need to have further discussions on this topic of whether to separate O&M from construction before the bid document is finalized.

As with the previously submitted cost estimate, this pre-bid cost estimate was prepared as a basis for comparison with costs received from the prospective bidders and does not include the projected costs for construction oversite by Rust Environment and Infrastructure. The oversite costs will be estimated based on the schedule and design provided by the successful low bidder. Please call me at 437-8341 or Jeff Mirarchi at 435-7284 if you have any questions.

Sincerely,

Helen H. Mongillo
Environmental Engineer

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ENGINEERS COST ESTIMATE (ITEMIZED)
CONSTRUCTION COSTS

Pelican Site, Jamestown, New York
Soil and Groundwater Remediation

Construction Item	Quantity	Unit	Unit Price	Item Total	Group Total
Bid Item 1 - Mobilization and Demobilization	1	LS	$1,500	$1,500	$1,500
Bid Item 2 - Site Services	1	LS	$1,500	$1,500	$1,500
Bid Item 3 - Health and Safety	1	LS	$2,000	$2,000	$2,000
Bid Item 4 - Soil Vapor Extraction Wells					$12,750
vapor well (2 inch PVC)	15	EA	$850	$12,750	
Bid Item 5 - Dual Phase Extraction Wells					$16,800
pumping well (6 inch PVC wells)	6	EA	$2,800	$16,800	
Bid Item 6 - Conveyance Piping for the SVE System					$29,638
well connection/concrete box at grade	15	EA	$1,000	$15,000	
SVE piping from wells to treatment building	500	LF	$4.84	$2,420	
trenches: excavation, backfill and pipe bedding	500	LF	$9.43	$4,715	
Low permeability cover					
clearing and grubbing/subbase prep.	1	AC	$2,150	$2,150	
grub stumps and remove	1	AC	$1,053	$1,053	
20 ml plastic sheeting	4,300	SY	$1.00	$4,300	
Bid Item 7 - Conveyance Piping for the Dual Phase Extraction System					$26,801
well connection/concrete box at grade	6	EA	$1,500	$9,000	
* well pumps	6	EA	$800	$4,800	
* well control boxes	6	EA	$1,000	$6,000	
piping of gw to treatment building (1" PVC Sch. 80)	500	LF	$2.20	$1,100	
SVE piping to treatment building	300	LF	$4.84	$1,452	
trenches: excavation, backfill and pipe bedding	300	LF	$9.43	$2,829	
markup (15%) on equip. w/* (shipping, taxes, profit)				$1,620	
Bid Item 8 - Pre-Engineered Building					$9,500
partitioning existing building	1	LS	$5,000	$5,000	
install heat in exisiting building	1	LS	$3,000	$3,000	
water service hook-up (includes backflow preventer)	1	LS	$1,500	$1,500	
Bid Item 9 - SVE Equipment					$31,225
* vacuum extraction package skid (15 HP Blower)	2	LS	$7,000	$14,000	
* knock-out tank (200 gallon)	1	LS	$5,000	$5,000	
* condensate transfer pump	1	EA	$1,000	$1,000	
* pipe, fittings, valves, and hangers	1	LS	$3,500	$3,500	
equipment installation labor	140	HR	$30	$4,200	
markup (15%) on equip. w/* (shipping, taxes, profit)				$3,525	
Bid Item 10 - Groundwater Treatment Equipment					$60,532
* bag filtration	2	EA	$1,200	$2,400	
* chemical addition	1	EA	$2,000	$2,000	
* surface aerator (1 HP wall mounted unit)	1	EA	$2,000	$2,000	
* air stripper (diffuser type)	1	EA	$11,245	$11,245	
* transfer pumps	3	EA	$1,300	$3,900	
* sand filter (w/autocycle)	1	EA	$10,000	$10,000	
* pipe, fittings, valves, and hangers	1	LS	$6,000	$6,000	
* flow meters	1	EA	$700	$700	
* poly. ethy. settling tanks	2	EA	$2,500	$5,000	
equipment installation labor	360	HR	$30	$10,800	
markup (15%) on equip. w/* (shipping, taxes, profit)				$6,487	

ENGINEERS COST ESTIMATE (ITEMIZED)
CONSTRUCTION COSTS

Pelican Site, Jamestown, New York
Soil and Groundwater Remediation

Construction Item	Quantity	Unit	Unit Price	Item Total	Group Total
Bid Item 11 - System Start-up					**$7,060**
start-up labor	10	HR	$50	$500	
weekly sampling	4	EA	$840	$3,360	
weekly maintenance (12 HR includes prep time)	4	EA	$800	$3,200	
Bid Item 12 - Effluent Discharge System					**$7,500**
piping to outfall	300	LF	$15	$4,500	
outfall structure	1	LS	$3,000	$3,000	
Bid Item 13 - Electrical Work					**$25,770**
electrical labor	20	HR	$40	$800	
electrical conduit from well to treatment building (2 - 1/2")	500	LF	$3.74	$1,870	
* air stripper control panel	1	EA	$2,000	$2,000	
* pump control panel	1	EA	$2,000	$2,000	
* SVE control panel	1	EA	$2,000	$2,000	
electrical installation labor	160	HR	$40	$6,400	
remote alarm system	1	EA	$2,000	$2,000	
electrical service installation	20	HR	$40	$800	
electrical service materials	1	LS	$5,000	$5,000	
electrical (primary) service cable and installation	1	LS	$2,000	$2,000	
markup (15%) on equip. w/* (shipping, taxes, profit)				$900	
Bid Item 14 - Sediment Removal for Floor Drains and Septic Tank					**$17,300**
pressure washer equipment	2	DAY	$200	$400	
vacuum truck (with operator & labor)	2	DAY	$2,500	$5,000	
sediment dewatering (labor)	40	HR	$40	$1,600	
sediment classification	1	EA	$800	$800	
sediment containerization (drums)	16	EA	$50	$800	
transportation and incineration	16	DRUM	$450	$7,200	
grouting of drains	1	LS	$1,500	$1,500	
			TOTAL CONSTRUCTION COSTS		**$249,876**

ENGINEERS COST ESTIMATE (ITEMIZED)
OPERATION AND MAINTANENCE (18 Months)

Pelican Site, Jamestown, New York
Soil and Groundwater Remediation

Operation and Maintenance Item	Quantity	Unit	Unit Price	Item Total	Group Total
Bid Item 15 - System Operation and Monitoring (for estimated 18 months)					**$127,680**
groundwater sampling					
First six months (excluding first month covered in construction costs) *					
weekly gw sampling	20	EA	$840	$16,800	
weekly site visit (12 hr includes prep time)	20	EA	$800	$16,000	
Remaining twelve months *					
monthly gw sampling	12	EA	$840	$10,080	
monthly site visit (12 hr includes prep time)	12	EA	$1,600	$19,200	
SVE air sampling	18	EA	$300	$3,600	
misc. supplies	1	LS	$20,000	$20,000	
utilities (by month)	18	EA	$1,000	$18,000	
reporting (1.5 days plus review)	18	EA	$1,000	$18,000	
project management	1	LS	$6,000	$6,000	
TOTAL OPERATION AND MAINTENANCE COSTS (18 Months)					**$127,680**
Additional Option					
Air Emissions Control					**$63,000**
monthly rental of vapor phase carbon adsorber (2000#)	18	EA	$3,500	$63,000	
TOTAL O & M COSTS INCLUDING AIR TREATMENT (18 Months)					**$190,680**

* based on routine SPDES requirement of weekly sampling for 6 months and monthly thereafter.

CDS RELupe DATE 8/1/96
DIV. DIR. _____ DATE _____

Michael D. Zagata
Commissioner

New York State Department of Environmental Conservation

MEMORANDUM

8/13/96 OK

TO: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation
FROM: Edward R. Belmore, Director, Bureau of Western Remedial Action, DER
SUBJECT: **Pelican Manufacturing Site (# 9-07-010): Modified RD Procedure**

DATE: AUG 1 1996

In a recent meeting with you and Mr. Quinn, we described an approach to completing the design and construction of the selected remedy at this site using a performance-based approach. This memorandum provides more detail to the proposal and seeks your concurrence. We believe that the result will be faster, less expensive, and will achieve the same degree of cleanup.

In this case, the selected remedy includes soil vapor/groundwater extraction and treatment to address contamination by volatile organic compounds. This has become a common remedy and contractors now have significant experience with the approach. In some situations, the level of detail in standard design packages makes it difficult to take advantage of this experience and the innovative suggestions that individual contractors may be able to offer. Therefore, we propose that for "presumptive" remedies such as for this site, we prepare designs that are more performance-based and allow contractors to more easily suggest and implement minor modifications to the basic design. A summary of the approach is attached.

We also propose to seek from the Comptroller site-specific waivers to the $100,000 limit on IRMs tasked to subcontractors. This would 1) save time over the standard full design-bid-award process; 2) save money by not "reinventing the wheel" for complete design of SVE systems; and 3) take advantage of the considerable experience already developed for this type of remedy.

We believe that we can show cost-reasonableness by soliciting bids from at least five subcontractors and by comparing bids with work already completed. If the completed systems do not perform as expected, there is some risk that we would incur additional costs by making major modifications to the constructed systems but for this type of remedy, we think the risk is low. In our standard approach, we place the burden of success on the contractor. Ultimately, we pay for this risk-shifting through higher bids.

We have received your conceptual approval on the standard approach (copy attached; total work assignment cost = $97,600) and now request your concurrence with this modified approach (total work assignment cost = $41,500). If you have any questions, please let me know.

Attachments

cc: w/att. T. Quinn
R. Lupe
G. Harris

bc: w/o att. E. Belmore
A. English
M. Doster
S. Mittal

7-30-mot.pm

FILE COPY

Originator A. J. English 7/30
Reviewer [illegible]
Reviewer [illegible]
Reviewer

PROPOSED APPROACH FOR PELICAN RD WORK ASSIGNMENT
PELICAN MANUFACTURING SITE (NO. 9-07-010)

The design, construction, and operation of the remedy would be based upon achieving performance standards. The design would initially contain enough information for the Standby Consultant to provide a construct/operate cost estimate and enough information for subcontractors to propose specific methods for achieving the performance standards. The Consultant would obtain and evaluate at least 5 bids from qualified subcontractors. If the Consultant is satisfied with the technical approach of the low bidder, the approach would be incorporated into the plans and specs to create the final design and stamped by the Standby Consultant. Construction and operation (through SVE + 6-12 months more for transition) would be tasked to the subcontractor. If open bidding is required, the plans and specs would be revised as needed and released for bids.

Steps

1. Select standby consultant: This would take into consideration
   a. Willingness to proceed with proposed approach
   b. Demonstrated ability to satisfactorily complete SVE and groundwater designs
   c. Demonstrated ability to satisfactorily complete construction/operation oversight
   d. Other relevant factors (e.g., conflict of interest, acceptable to BWRA, BCS, BPM, BHSC)
2. Discuss approach with Comptroller to determine viability of tasking a subcontractor with construction (perhaps $180,000) + O&M (first year perhaps $50,000; second year perhaps $40,000) {total cost = $312,000 = approximately $270,000 + $42,000 for design work assignment}
3. Issue work assignment and generate performance-based design and cost estimate for construction and operation through SVE + 6 months based upon the following performance requirements:
   a. required groundwater drawdown contours
   b. required area of vacuum influence
   c. required water and vapor treatment levels
   d. conceptual design drawings showing suggested number and placement of vapor/water extraction points
   e. etc.
4. Verify with Comptroller whether we can task construct/operate to subcontractor
   a. If yes, obtain 5 or more bids with technical proposals from subcontractors
      i. Consultant evaluates bids/proposals and assembles "final design"--stamps design
   b. If no, consultant completes performance-based design package for open bidding
5. Amend work assignment for construction/operation oversight
6. Construct and operate through end of SVE + 6 - 12 months to give O&M Section time to decide how to manage O&M for remaining groundwater portion of remedy (less time may be needed depending upon several factors).
7. O&M Section takes over groundwater remedy O&M