

New York State Department of Environmental Conservation

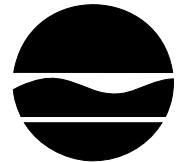
Division of Environmental Remediation

Remedial Bureau E, 12th Floor

625 Broadway, Albany, New York 12233-7017

Phone: (518) 402-9814 • **Fax:** (518) 402-9819

Website: www.dec.ny.gov



Joe Martens
Commissioner

October 7, 2014

Mr. Scott A. Clary (scott@horizonenviro.net)
Horizon Environmental Services, Inc.
590A Callery Road
Cranberry Township, Pennsylvania 16066-2504

RE: Executed Change Order No.1, Contract D008535
Altech Specialty Steel OU2A Site, Site No. 907022
(C) Dunkirk, Chautauqua County

Dear Mr. Clary:

Enclosed is an executed copy of change order number one (1) for the subject site. The change order, which reflects technical changes to the contract documents, results in an overall increase to the subject contract in the amount of \$3,473,579.36, along with a 222 calendar day increase in the contract time. Therefore, the revised contract amount is now \$6,142,373.12 and the contract time for Final Completion is now 582 calendar days. The NYS Office of the State Comptroller executed the subject change order on October 3, 2014.

Should you have any questions on this matter, do not hesitate to contact me at (518) 402-9814.

Sincerely,

David J. Chiusano
Project Manager
Remedial Bureau E, Remedial Section A
Division of Environmental Remediation

Enclosure

Altech Specialty Steel OU2A Willowbrook Pond Site, Site Number: 907022
Contract Number D008535
Change Order No. 1

Change Order Amount: **\$3,473,566.38**

Date of Issue: **August 22, 2014**

Contractor: Horizon Environmental Services
590 Callery Road
Cranberry Township, Pennsylvania 16066-2504

Engineer: Chicago Bridge & Iron
13 British American Blvd.
Latham, New York 12110

Department: New York State Department of Environmental Conservation
Division of Environmental Remediation, Remedial Bureau E
625 Broadway, 12th Floor
Albany, NY 12233-7017

Change Order Items: This Change Order comprises fourteen (14) items as discussed below.

I. CHANGE ORDER ITEMS

A. Non-Hazardous Soil Excavation:

Description of Change: This Change Order Item **DECREASES** the contract quantity for Pay Item UC-6 (Non-Hazardous Soil Excavation) from 1,100 cubic yards (CY) to 218 CY. The resulting difference is 882 CY.

Drawing Reference: Not applicable

Specification Reference: XI-02235

Contract Pay Item: UC-6 (Non-Hazardous Soil Excavation)

Reason for Change: This item is associated with a smaller quantity of non-hazardous soils required to be excavated and disposed of. The decrease in soil removal for this payment item was the result of confirmatory sample analysis conducted during implementation of the remedial action.

Cost: The cost associated with this Change Order Item results in a **\$17,640 DECREASE** in the Contract Price. The decrease in cost is calculated based upon the \$20.00/CY unit price previously established in the Contract Documents and a quantity decrease of 882 CY (1100 CY-218 CY = 882 CY * \$20.00/CY = \$17,640.00). The cost has been determined to be reasonable by the Engineer.

Total: (\$17,640.00)

Time: There is **no increase in contract time** associated with this item.

A. Non-Hazardous Soil Excavation (continued):

Payment: Payment shall be made on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents, at the indicated rate, for the actual quantity and calculated volume of non-hazardous soil properly excavated.

B. Hazardous Soil Excavation:

Description of Change: This Change Order Item **INCREASES** the contract quantity for Pay Item UC-7 (Hazardous Soil Excavation) from 100 CY to 1,560 CY. The resulting difference is 1,460 CY.

Drawing Reference: Not applicable

Specification Reference: XI-02235

Contract Pay Item: UC-7 (Hazardous Soil Excavation)

Reason for Change: Willowbrook Pond (Pond) perimeter soil excavation confirmation sampling conducted by the Contractor determined that the "spot" area excavations (defined on the contract drawings) needed to be expanded both vertically to a depth of 3 feet below ground surface (bgs) and horizontally to cover an area of approximately 10,680 feet.

Cost: The cost associated with this Change Order Item results in a **\$51,100 INCREASE** in the Contract Price. The increase in cost is calculated based upon the \$35.00/CY unit price previously established in the Contract Documents and a quantity increase of 1,460 CY (1,460 CY * \$35.00/CY = \$51,100.00). The cost has been determined to be reasonable by the Engineer.

Total: \$51,100.00

Time: There is no increase in contract time associated with this item.

Payment: Payment shall be made on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents, at the indicated rate, for the actual quantity and calculated volume of hazardous soil properly excavated.

C. Non-Hazardous Sediment Excavation:

Description of Change: This Change Order Item **DECREASES** the contract quantity for Pay Item UC-8 (Non-Hazardous Sediment Excavation) from 7500 CY to 656 CY. The resulting difference is 6,844 CY.

Drawing Reference: Not applicable

Specification Reference: XI-02235

Contract Pay Item: UC-8 (Non-Hazardous Sediment Excavation)

C. Non-Hazardous Sediment Excavation (continued):

Reason for Change: Upon dewatering of the pond, sediments and oils characterized as Toxic Substances Control Act (TSCA) hazardous for Polychlorinated Biphenyls (PCBs), were unexpectedly encountered within the heavily fractured bedrock layer beneath the pond. This material was determined to be present throughout the entire pond footprint. Due to this differing site condition, sediments originally expected to be disposed of as non-hazardous now require disposal as hazardous.

Cost: The cost associated with this Change Order Item results in a **\$171,100 DECREASE** in the Contract Price. The decrease in cost is calculated based upon the \$25.00/CY unit price previously established in the Contract Documents and a quantity decrease of 6,844 CY (6,844 CY * \$25.00/CY = \$171,100.00). The cost has been determined to be reasonable by the Engineer.

Total: (\$171,100.00)

Time: There is **no increase in contract time** associated with this item.

Payment: Payment shall be made on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents, at the indicated rate, for the actual quantity and calculated volume of non-hazardous sediment properly excavated.

D. Hazardous Sediment Excavation:

Description of Change: This Change Order Item **INCREASES** the contract quantity for Pay Item UC-9 (Hazardous Sediment Excavation) from 1,500 CY to 12,082 CY. The resulting difference is 10,582 CY.

Drawing Reference: Not applicable

Specification Reference: XI-02235

Contract Pay Item: UC-9 (Hazardous Sediment Excavation)

Reason for Change: Upon dewatering of the Pond, sediments and oils characterized as hazardous for PCBs, were unexpectedly encountered within the heavily fractured bedrock layer beneath the Pond. This material was determined to be present throughout the entire Pond footprint. Due to this differing site condition, sediments originally expected to be disposed of as non-hazardous now require disposal as hazardous.

D. Hazardous Sediment Excavation (continued):

Cost: The cost associated with this Change Order Item results in a **\$317,460 INCREASE** in the Contract Price. The increase in cost is calculated based upon the \$30.00/CY unit price previously established in the Contract Documents and a quantity increase of 10,582 CY ($10,582 \text{ CY} * \$30.00/\text{CY} = \$317,460.00$). The cost has been determined to be reasonable by the Engineer.

Total: \$317,460.00

Time: There is **no increase in contract time** associated with this item.

Payment: Payment shall be made on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents, at the indicated rate, for the actual quantity and calculated volume of hazardous sediment properly excavated.

E. Non-Hazardous Sediment/Soil Transportation and Disposal:

Description of Change: This Change Order Item **DECREASES** the contract quantity for Pay Item UC-10 (Non-Hazardous Sediment/Soil Transportation and Disposal) from 17,300 tons to 1,500 tons. The resulting difference is 15,800 tons.

Drawing Reference: Not applicable

Specification Reference: XI-02240

Contract Pay Item: UC-10 (Non-Hazardous Sediment/Soil Transportation and Disposal)

Reason for Change: The presence of non-hazardous sediment and soil was anticipated in the Contract Documents. However the actual amount of non-hazardous sediment and soil transported and disposed offsite differed from the estimated bid quantities for these materials.

Cost: The cost associated with this Change Order Item results in a **\$632,000 DECREASE** in the Contract Price. The decrease in cost is calculated based upon the \$40.00/ton unit price previously established in the Contract Documents and a quantity decrease of 15,800 tons ($15,800 \text{ tons} * \$40.00/\text{ton} = \$632,000.00$). The cost has been determined to be reasonable by the Engineer.

Total: (\$632,000.00)

Time: There is **no increase in contract time** associated with this item.

Payment: Payment shall be made on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents, at the indicated rate, for the actual quantity of non-hazardous sediment/soil which is properly transported and disposed of as indicated by the Engineer's records and as measured by certified weigh tickets.

F. Hazardous Sediment/Soil Transportation and Disposal:

Description of Change: This Change Order Item **INCREASES** the contract quantity for Pay Item UC-11 (Hazardous Sediment/Soil Transportation and Disposal) from 2,600 Tons to 22,448 tons (17,026 tons hazardous sediment + 5,422 tons of amendment material). The resulting difference is 19,848 tons.

Drawing Reference: Not applicable

Specification Reference: XI-02240

Contract Pay Item: UC-11 (Hazardous Sediment/Soil Transportation and Disposal)

Reason for Change: The presence of hazardous sediment and soil was anticipated in the Contract Documents. However the actual amount of hazardous sediment and soil transported and disposed offsite differed from the estimated bid quantities for these materials and did not take into account the quantity added by the stabilization amendment material.

Cost: The cost associated with this Change Order Item results in a **\$3,513,096.00 INCREASE** in the Contract Price. The increase in cost is calculated based upon the \$177.00/ton unit price previously established in the Contract Documents and a quantity increase of 19,848 tons (19,848 tons * \$177.00/ton = \$3,513,096.00). The cost has been determined to be reasonable by the Engineer.

Total: \$3,513,096.00

Time: There is a **20 calendar day increase in contract time** associated with this item.

Payment: Payment shall be made on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents, at the indicated rate, for the actual quantity of hazardous sediment/soil which is properly transported and disposed of as indicated by the Engineer's records and as measured by certified weigh tickets.

G. New: Sediment Structural Stabilization Amendment Processing (Equipment and Labor):

Description of Change: This Change Order Item **INCREASES** the contract price, and is associated with the equipment and labor required by the Contractor to process and structurally stabilize pond sediments on-site before landfill disposal. (*Refer to Attachment 1*).

Drawing Reference: Not applicable

Specification Reference: Not Applicable

Contract Pay Item: New Unit Price Payment Item UC-26 (Sediment Structural Stabilization Amendment Processing (Equipment and Labor))

G. New: Sediment Structural Stabilization Amendment Processing (Equipment and Labor) continued:

Reason for Change: The structural strength and stability characteristics of excavated sediment material was determined not suitable for landfill disposal. While the material met the moisture content requirement as outlined by the Contract Documents before being transported from the site, the structural strength and stability of the material for landfill disposal was unacceptable. This landfill requirement was a changed condition.

The Contractor in consultation with the disposal facility proposed that the sediment could achieve the strength parameter by amending the sediment with a structurally enhancing material. The Contractor and Engineer have determined that for disposal facility acceptance the excavated sediment must be first stabilized using a 25% Portland cement or equivalent amendment (as determined by field tests of the material and geotechnical data) to achieve the structural requirement for landfill disposal. Also, it was further determined that amending the material off-site at the disposal facility would not allow for precise cement quantity control and would increase the potential for cost over runs.

Cost: The cost associated with this Change Order Item results in a **\$177,788.16 INCREASE** in the Contract Price. The increase in cost is calculated based upon a negotiated price of \$7.92/ton unit for processing and a new contract quantity of 22,448 tons of material (17,026 tons hazardous sediment + 5,422 tons of amendment material (*see Change Order 1, Item F above*)) requiring disposal (22,448 tons * \$7.92/ton = \$177,788.16). The cost has been determined to be reasonable by the Engineer.

Total: \$177,788.16

Time: There is a **22 calendar day increase in contract time** associated with this item.

Payment: Payment shall be made on a unit price basis for the actual quantity of amendment material properly processed by the Contractor to structurally stabilize pond sediment as documented by the Engineer's records and receipts received from equipment and material suppliers.

H. New: Sediment Structural Stabilization Amendment (Materials):

Description of Change: This Change Order Item **INCREASES** the contract price, and is associated with the purchase of Portland cement required by the Contractor to process and stabilize Pond sediments. (*Refer to Attachment 2*).

Drawing Reference: Not applicable

Specification Reference: Not Applicable

Contract Pay Item: New Unit Price Payment Item UC-27 (Sediment Stabilization Amendment Material)

H. New: Sediment Structural Stabilization Amendment (Materials) continued:

Reason for Change: The structural strength and stability characteristics of excavated sediment material was determined not suitable for landfill disposal. While the material met the moisture content requirement as outlined by the Contract Documents before being transported from the site, the structural strength and stability of the material for landfill disposal was unacceptable. This landfill requirement was a changed condition.

The Contractor in consultation with the disposal facility proposed that the sediment could achieve the strength parameter by amending the sediment with a structurally enhancing material. The Contractor and Engineer have determined that for disposal facility acceptance the excavated sediment must be first stabilized using a 25% Portland cement or equivalent amendment (as determined by field tests of the material and geotechnical data) to achieve the structural requirement for landfill disposal. This landfill requirement was a changed condition.

Cost: The cost associated with this Change Order Item results in a **\$699,000.84 INCREASE** in the Contract Price. The increase in cost is calculated based upon a negotiated price of \$239.22/ton unit associated with the purchase of Portland cement and a new contract quantity of 2,922 tons of material required to stabilize the pond sediments (2,922 tons * \$239.22/ton = \$699,000.84). The cost has been determined to be reasonable by the Engineer.

Total: \$699,000.84

Time: There is **no increase in contract time** associated with this item.

Payment: Payment shall be made on a unit price basis for the actual quantity of Portland cement purchased by the Contractor to stabilize pond sediments as documented by the Engineer's records and receipts received from material suppliers.

I. New: Wastewater Treatment (WWT) System Operations During Temporary Work Stoppage:

Description of Change: This Change Order Item **INCREASES** the contract price, and is associated with the operation and maintenance (O&M) of the on-site WWT system. (Refer to Attachment 3).

Drawing Reference: Sheet No. P-1

Specification Reference: XI-02140

Contract Pay Item: New Unit Price Payment Item UC-28 (Wastewater Treatment System Operation and Maintenance During Temporary Work Stoppage)

I. New: Wastewater Treatment (WWT) System Operations During Temporary Work Stoppage (continued):

Reason for Change: Since current contract budget has been expended, the Department and Engineer have directed the Contractor to temporarily shut down remedial work being performed within the approved contract budget and scope until additional monies and time associated with Change Order No. 1 are made available. During the shutdown period, the Contractor will be responsible for the O&M of the WWT system in order to keep the pond dewatered and to prevent the potential for the migration of PCB contaminated sediment yet to be disposed of.

Cost: The cost associated with this Change Order Item results in a **\$71,470.20 INCREASE** in the Contract Price. The increase in cost is calculated based upon a negotiated price of \$23,823.40/month unit associated with monthly O&M of the WWT system for 3 months by the Contractor ($\$23,823.40/\text{month} \times 3 \text{ months} = \$71,470.20$). The cost has been determined to be reasonable by the Engineer.

Total: \$71,470.20

Time: There is no increase in contract time associated with this item.

J. New: Temporary Work Stoppage Site Preparation:

Payment: Payment shall be made on a unit price basis for each month, beginning the first day of the established temporary shutdown period for a period of three months, that the Contractor satisfactorily operates and maintains the WWT system as approved and documented by the Engineer's records. (Refer to Attachment 4).

Description of Change: This Change Order Item **INCREASES** the contract price, and is associated with preparing the project site for a temporary work stoppage.

Drawing Reference: Not Applicable

Specification Reference: XI-01500 and XI-01560

Contract Pay Item: New Lump Sum Payment Item LS-9 (Temporary Work Stoppage Site Preparation)

Reason for Change: Since the current contract budget has been expended, the Department and Engineer have directed the Contractor to temporarily shut down remedial work being performed within the approved contract budget and scope until additional Contract monies and time associated with Change Order No. 1 are made available. To prepare for shutdown, the Contractor will be responsible for providing and maintaining additional treated water storage, WWT system modifications, and erosion control measures.

J. New: Temporary Work Stoppage Site Preparation (continued):

Cost: The cost associated with this Change Order Item results in a **\$10,788.23 INCREASE** in the Contract Price. It is based upon a NEW lump sum item (LS-9 Temporary Work Stoppage Site Preparation) to be added to the Contract Documents. The cost has been determined to be reasonable by the Engineer.

Total: \$10,788.23

Time: There is **no increase in contract time** associated with this item.

Payment: The lump sum cost indicated in this pay item will be paid at the actual cost of the time and materials invested by the Contractor to conduct the Work.

K. Backfill with Clean Imported Material:

Description of Change: This Change Order Item **DECREASES** the contract quantity for Pay Item UC-12 (Backfill with Clean Imported Material) from 47,000 CY to 15,000 CY. The resulting difference is 32,000 CY.

Drawing Reference: Sheet C-6

Specification Reference: XI-02238

Contract Pay Item: UC-12 (Backfill with Clean Imported Material)

Reason for Change: The Department has determined it is not necessary for the pond to be completely backfilled. Instead, the Department and Engineer have directed the Contractor to minimize the contract quantity for backfill and to cover the bottom of the pond with a 1 foot clay layer and re-grade the remaining slope of the pond side banks with clean backfill. The area will be backfilled, seeded and graded in accordance with Payment Items UC-12 and UC-13. Erosion and sediment control blankets will be placed along the side banks to help stabilize areas along the pond perimeter.

Cost: The cost associated with this Change Order Item results in a **\$505,600 DECREASE** in the Contract Price. The decrease in cost is calculated based upon the \$15.80/CY unit price previously established in the Contract Documents and a quantity decrease of 32,000 CY ($32,000 \text{ CY} * \$15.80/\text{CY} = \$505,600.00$). The cost has been determined to be reasonable by the Engineer.

Total: (\$505,600.00)

Time: There is a **30 calendar day decrease in contract time** associated with this item.

K. Backfill with Clean Imported Material (continued):

Payment: Payment shall be made to the Contractor on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents, at the indicated rate, for the actual quantity of clean backfill procured, transported, backfilled, and compacted by the Contractor in accordance with the contract documents and as approved by the Engineer.

L. Backfill Soil Sampling/Analysis:

Description of Change: This Change Order Item **DECREASES** the individual contract quantities for Pay Items UC-14 (Backfill Soil Sampling/Analysis (PCB)), UC-15 (Backfill Soil Sampling/Analysis (SVOC)), UC-17 (Backfill Soil Sampling/Analysis (VOC)), UC-19 (Backfill Soil Sampling/Analysis (Metals)), and UC-21 (Backfill Soil Sampling/Analysis (Pesticides)).

Drawing Reference: Not Applicable

Specification Reference: XI-01425

Contract Pay Items: UC-14 (Backfill Soil Sampling/Analysis (PCB)), UC-15 (Backfill Soil Sampling/Analysis (Semi-Volatile Organic Compound (SVOC))), UC-17 (Backfill Soil Sampling/Analysis (VOC)), UC-19 (Backfill Soil Sampling/Analysis (Metals)), and UC-21 (Backfill Soil Sampling/Analysis (Pesticides)).

Reason for Change: The Department has determined it is not necessary for the Pond to be completely backfilled. As a result, the number of backfill samples required to be collected by the Contractor has been decreased.

Cost: The cost associated with this Change Order Item results in a **\$40,797.55 DECREASE** in the Contract Price. The decrease in cost is calculated as follows:

UC-14: There were a total of 125 backfill samples to be collected and analyzed under this line item. Reducing backfill quantities decreases the total sample number of samples to be collected for PCB analysis to 40 samples for a difference of 85 samples.

85 Samples * \$62.50/sample = (\$5,312.50)

UC-15: There were a total of 117 backfill samples to be collected and analyzed under this line item. Reducing backfill quantities decreases the total sample number of samples to be collected for SVOC analysis to 37 samples for a difference of 80 samples.

80 Samples * \$218.75/sample = (\$17,500.00)

L. Backfill Soil Sampling/Analysis (continued):

UC-17: There were a total of 171 backfill samples to be collected and analyzed under this line item. Reducing backfill quantities decreases the total sample number of samples to be collected for VOC analysis to 55 samples for a difference of 116 samples.

116 Samples * \$93.75/sample = (\$10,875.00)

UC-19: There were a total of 51 backfill samples to be collected and analyzed under this line item. Reducing backfill quantities decreases the total sample number of samples to be collected for Metals analysis to 16 samples for a difference of 35 samples.

35 Samples * \$109.38/sample = (\$3,828.30)

UC-21: There were a total of 51 backfill samples to be collected and analyzed under this line item. Reducing backfill quantities decreases the total sample number of samples to be collected for Pesticide analysis to 16 samples for a difference of 35 samples.

35 Samples * \$93.75/sample = (\$3,281.25)

Total: (\$5,312.50 + \$17,500.00 + \$10,875.00 + \$3,828.30 + \$3,281.25) = (\$40,797.05)

The costs have been determined to be reasonable by the Engineer.

Time:

There is **no increase in contract time** associated with this item.

Payment:

Payment shall be made to the Contractor on a unit price basis, as outlined in the Measurement for Payment section (Section XII) of the Contract Documents. Payment for Bid Items UC-14, UC-15, UC-17, UC-19, and UC-21) shall be made at the unit price bid for each Bid Item and will constitute full compensation for furnishing all labor, tools, and equipment required to complete the Work as shown on the Drawings and specified in the Contract Documents. The work shall include collecting and analyzing the samples as shown on the Drawings and specified in the Contract Documents. All applicable QA/QC testing shall be included in this unit cost item. The Contractor shall be paid based on the number of samples collected and analyzed. Payment of Bid Items UC-14, UC-15, UC-17, UC-19, and UC-21 shall be paid by their individual bid unit price beginning after sample collection activities have been initiated and ending at substantial completion of the work by the Contractor.

M. No Cost Contract Time Extension:

Description of Change: This Change Order Item **INCREASES** the contract time by 210 calendar days.

Drawing Reference: Not Applicable

Specification Reference: VI-Article 6

M. No Cost Contract Time Extension (continued):

Contract Pay Item: Not Applicable

Reason for Change: Upcoming winter weather conditions may delay the completion of remaining contract work including site restoration activities until warmer weather conditions arrive during the Spring 2015. The contract time has been extended to account for an extended shut down period.

Cost: There is no change in cost associated with this Change Order Item.
Total: (\$0.00)

Time: There is a **210 calendar day increase in contract time** associated with this item.

Payment: Not Applicable.

N. Inclusion of January 2014 Appendix A:

Description of Change: This Change Order Item replaces Appendix A, dated December 2012, with Appendix A, dated January 2014, attached hereto as *Attachment No.5*.

Drawing Reference: Not Applicable

Specification Reference: VII-Appendix A

Contract Pay Item: Not Applicable

Reason for Change: Appendix A has been recently updated by NYS. A number of federal and New York State laws, rules, and regulations impact on NYS procurements. The NYS Department of Law summarizes some of these requirements into Appendix A-Standard Clauses for All New York State Contracts.

Cost: There is no change in cost associated with this Change Order Item.
Total: (\$0.00)

Time: There is **no change in the contract time** associated with this item.

Payment: Not Applicable.

II. CHANGE ORDER No. 1 SUMMARY:

Change Order Item	Contract Payment Item	Description	Change in Cost (\$)	Change in Contract Time (Calendar Days)
A	UC-6	Non-Hazardous Soil Excavation	\$ (17,640.00)	0
B	UC-7	Hazardous Soil Excavation	\$ 51,100.00	0
C	UC-8	Non-Hazardous Sediment Excavation	\$ (171,100.00)	0
D	UC-9	Hazardous Sediment Excavation	\$ 317,460.00	0
E	UC-10	Non-Hazardous Sediment/Soil Transportation and Disposal	\$ (632,000.00)	0
F	UC-11	Hazardous Sediment/Soil Transportation and Disposal	\$ 3,513,096.00	20
G	* UC-26	Amendment Structural Stabilization Processing (Equipment/Labor)	\$ 177,788.16	22
H	* UC-27	Sediment Structural Stabilization Amendment Material Cost	\$ 699,000.84	0
I	* UC-28	WWT System Operations During Temporary Work Stoppage	\$ 71,470.20	0
J	* LS-9	Temporary Work Stoppage Preparation	\$ 10,788.23	0
K	UC-12	Backfill with Clean Imported Material	\$ 505,600.00	(30)
L	UC-14, UC-15, UC-17, UC-19, UC-21	Backfill Sampling/Analysis	\$ (40,797.05)	0
M	N/A	No Cost Time Extension	\$ 0.00	210
N	N/A	Inclusion of January 2014 Appendix A	\$ 0.00	0
		TOTALS:	\$ 3,473,566.38	222

*

Designates New Payment Item

III. CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ 2,668,793.76
Net INCREASE due to this Change Order Number 1:	\$ 3,473,566.38
New Contract Price Including Change Order 1:	\$ 6,142,360.14

IV. CHANGE IN CONTRACT TIME:

New York Office of State Comptroller (NYSOSC) Contract Approval and
Filing Date (Effective Date): **October 17, 2013 + 20 Calendar Days = November 6, 2013**

	<u>CALENDAR DAYS</u> (Days from November 6, 2013 To Final Completion)	<u>SUBSTANTIAL COMPLETION DATE</u>	<u>FINAL COMPLETION DATE</u>
Original Contract Time:	360	September 2, 2014 (300 Calendar Days)	November 1, 2014 (360 Calendar Days)
Net change due to this Change Order:	222	April 11, 2015 (522 Calendar Days)	June 10, 2015 (582 Calendar Days)
New Contract Time including this Change Order:	582	April 11, 2015 (522 Calendar Days)	June 10, 2015 (582 Calendar Days)

V. CHANGE IN CONTRACT

It is understood and agreed that, unless expressly so stated above, the work herein authorized will not extend the time for the completion of the contract.

It is understood and agreed that this change order represents full and complete compensation for all work described herein.

This work is to be performed in accordance with the terms of the contract and original plans and specifications, except as herein modified. It is understood and agreed that this order shall be deemed executory only to the extent of moneys available and no liability shall be incurred by the State beyond the moneys available for the purpose.

Contract No.: **D008535**

IN WITNESS WHEREOF, representatives of the Department and the Contractor have executed this Contract on the day and year written beneath their respective signatures. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

FOR DEPARTMENT

By: _____

Title: Director of Management and Budget Services

Date: _____

FOR CONTRACTOR

By: _____

Title: PRESIDENTDate: 8/25/2014

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Approved as to Form:

SEP 19 2014

By: _____

Lorraine I. Remo
PRINCIPAL ATTORNEY

Date: _____

For Attorney General

Approved:Thomas P. DiNapoli
State Comptroller

By: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

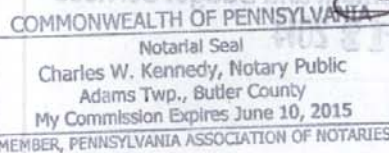
OCT 03 2014

[Signature]
FOR THE STATE COMPTROLLER

This contract is not effective until it is approved by the State Comptroller and filed in his office (Section 112, State Finance Law).

STATE OF) Pennsylvania
COUNTY OF) Butler

On the 25th day of August, 2014, before me personally came Scott A. Clary, to me known, who being duly sworn, did depose and say that (s)he resides in Chambers Twp. PA, New York; that (s)he is PRESIDENT of HORIZON ENV. SERVICES the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that (s)he signed his/her name thereto by the same authority.



Notary Public

STATE OF)
COUNTY OF) S:

On the ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is _____ of _____, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that (s)he signed his/her name thereto by the same authority.

Notary Public

STATE OF)
COUNTY OF) S:

On the ____ day of _____, 20____, before me personally came _____, to me known and, being duly sworn, stated that (s)he is a member of 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

STATE OF)
COUNTY OF) S:

On the ____ day of _____, 20____, before me personally came _____, to me known and, being duly sworn, stated that (s)he is a member of 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

Altech Specialty Steel OU2A Willowbrook Pond Site, Site Number: 907022
Contract Number D008535
Change Order No. 1

ATTACHMENTS

1. *New Payment Item UC-26: AMENDMENT
STABILIZATION PROCESSING COSTS*
2. *New Payment Item UC-27: PORTLAND AMENDMENT
MATERIAL COSTS*
3. *New Payment Item UC-28: WWT OPERATIONS DURING
SHUTDOWN COSTS*
4. *New Payment Item LS-9: SHUTDOWN PREPARATION
COSTS*
5. *January 2014 Appendix A*

Alcoa Specialty Steel OUSA Washington Point Site Site Number: 909032
Contract Number: D088555
Contract Order No. 1

ATTACHMENTS

1. Attachment 1: General Information and Project Description
2. Attachment 2: Environmental Assessment and Permitting
3. Attachment 3: Construction and Operation Costs
4. Attachment 4: Shutdown Preparation
5. Attachment 5: Appendix A

ATTACHMENT 1 - 4 CALCULATION SUMMARY PAGE

COST SUMMARY

NEW PAYMENT ITEM UC-26 - AMENDMENT STABILIZATION PROCESSING	\$ 177,788.16
NEW PAYMENT ITEM UC-27 - PORTLAND AMENDMENT MATERIAL COST	\$ 699,000.84
NEW PAYMENT ITEM UC-28 WWT OPERATIONS DURING SHUTDOWN	\$ 71,470.20
NEW PAYMENT ITEM LS-9 SHUTDOWN PREPARATION	\$ 10,788.23
TOTAL	\$ 959,047.43

ATTACHMENT 1

NEW PAYMENT ITEM UC-26 - AMENDMENT STABILIZATION PROCESSING

LABOR

Item	Per Hour	24 Hours/week x 9 weeks	Total		Total
Labor at Regular Rate	\$ 63.00		\$ 13,608		\$ 13,608.00
Labor at Regular Rate	\$ 63.00		\$ 13,608		\$ 13,608.00
Labor at Regular Rate	\$ 63.00		\$ 13,608		\$ 13,608.00
Labor at Regular Rate	\$ 63.00		\$ 13,608		\$ 13,608.00
Labor at Regular Rate	\$ 63.00		\$ 13,608		\$ 13,608.00
Contractor Markup 15%					\$ 10,206.00
Cost of Rejected Loads that Failed for Strength					\$ 5,274.00

Subtotal \$ 83,520.00

EQUIPMENT

Item	Cost	Unit	Qty	Sub Total	Total
Skid Steer	\$4,149	rental/month	2.25	\$ 9,335.25	\$ 9,335.25
Excavator	\$10,771	rental/month	2.25	\$ 26,172.46	\$ 26,172.46
Excavator	\$10,771	rental/month	1.5	\$ 17,448.31	\$ 17,448.31
Wheel Loader	\$4,199	rental/month	1.5	\$ 6,802.38	\$ 6,802.38
Contractor Markup 10%					\$ 8,963.76
Subtotal					\$ 68,723.00

MATERIALS

Item	Per Hour	24 Hours/week x 9 weeks	Total	Sub Total	Total
Fuel	\$3.71	Fuel Gals	6931	\$ 25,714.01	\$ 25,714.01
Subtotal					\$ 25,715.00

Total Amount of Material To Process in Tons 22448
 Cost Per Ton To Process \$ 7.92

The labor rate was negotiated based on NYS DOL prevailing wage rates:
<http://wpp.labor.state.ny.us/wpp/viewOriginalWageSchedule.do?projectId=694719>. Equipment pricing was negotiated based on quotes received. The cost per ton to amend the sediment was determined by dividing the negotiated labor, equipment and material costs by the total quantity of material to be process which was determined by a survey from Wendel Companies.

Total Cost \$ 177,788.16

ATTACHMENT 2

NEW PAYMENT ITEM UC-27 - PORTLAND CEMENT AMENDMENT MATERIAL COST

MATERIALS

Item	Cost Per Ton	Unit	Qty	Total
Portland Cement Delivered in "Super Sacks"	\$217.47	tons	2922	\$ 635,443.83
Contractor Markup 10%				\$ 63,544.38
Adjusted Cost				\$ 698,988.21
Total Amendment (tons)			2922	
Adjusted Cost Per ton	\$239.22			
Total Cost	\$239.22	tons	2922	\$699,000.84

NEW TREATMENT UNIT - PORTLAND CEMENTAL FLORET MATERIAL COST				
MATERIAL				
Item	Unit	Price	Quantity	Total
Portland Cement	100 lb	\$5.15	100	\$515.00
Water	100 gal	0.00	100	\$0.00
Gravel	100 cu yd	10.00	100	\$1000.00
Total				\$1515.00
Adjusted Unit Price				\$15.15
Total Cost				\$1515.00

ATTACHMENT 3

NEW PAYMENT ITEM UC-28 WWT OPERATIONS DURING SHUTDOWN

LABOR

Item	Rate	Unit	QTY		Total
Daily Labor Pumping Operations	\$ 232.49	Per Day	28		\$ 6,509.72
Weekly Maintenance, Sampling and Security	\$ 818.44	Events/Month	4		\$ 3,273.76
Contractor Markup 15%					\$ 1,467.52
Lodging and Per Diem	\$ 150.00	Nights/Month	4		\$ 600.00
Miles	\$ 0.55	Miles/Month	568		\$ 312.40
Subtotal					\$ 12,163.40

EQUIPMENT

Item	Cost	Unit	Qty		Total
3" Diesel Pump	\$ 1,088.00	rental/month	1		\$ 1,088.00
Frac Tanks	\$ 700.00	rental/month	4		\$ 2,800.00
Bag Filter Units	\$ 516.00	rental/month	2		\$ 1,032.00
Various Hoses/Adapters/Connectors/and Float Switches	\$ 2,080.00	rental/month	1		\$ 2,080.00
Contractor Markup 10%					\$ 700.00
Maintenance	\$ 250.00	Maint/month	1		\$ 250.00
Subtotal					\$ 7,950.00

MATERIALS

Item	Cost	Unit	Qty		Total
Fuel	\$ 3.71	Fuel Gals	1000		\$ 3,710.00
Subtotal					\$ 3,710.00
Monthly Total					\$ 23,823.40
Total Cost for 3 months					\$ 71,470.20

ATTACHMENT 4**NEW PAYMENT ITEM LS-9 SHUTDOWN PREPARATION****LABOR EQUIPMENT MATERIALS**

Item	Cost	Unit	Qty	Total
Deliver and install 4th Frac Tank and connect manifold system and auto-shut off system for all 4 Frac Tanks	\$ 3,086.48	1	1	\$ 3,086.48
Carbon Change out	\$ 3,500.00	1	1	\$ 3,500.00
Poly to Cover Stockpiles	\$ 99.00	cost per roll	10	\$ 990.00
Straw Bales	\$ 2.50	cost per bale	590	\$ 1,475.00
Labor to Cover Stockpiles and Install Straw Bales	\$ 63.00	man hours	12	\$ 756.00
Contractor Markup 10%				\$ 980.75
Unit Costs were determined based on phone calls made to vendors by Contractor and negotiated with CBI at the Site. Labor rates are based on NYS DOL prevailing wage rates: http://wpp.labor.state.ny.us/wpp/viewOriginalWageSchedule.do?projectId=694719 .				
Total				\$ 10,788.23

LABOR EQUIPMENT - STEELERS				
Item	Qty	Unit	Rate	Amount
1. Laborer and helper to lay pipe and connect with other pipes on all sections at 1.25	1	hr	2.00	2.00
2. Laborer to lay out pipes at 1.25	1	hr	2.00	2.00
3. Laborer to lay out pipes at 1.25	10	hr	2.00	20.00
4. Laborer to lay out pipes at 1.25	20	hr	2.00	40.00
5. Laborer to lay out pipes at 1.25	12	hr	2.00	24.00
6. Laborer to lay out pipes at 1.25	1	hr	2.00	2.00
Total				90.00

ATTACHMENT 5

January 2014 Appendix A

ATTACHMENT

Appendix 3 (continued)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The first of these is the fact that the system is not a simple one, but a complex one, and the second is the fact that the system is not a simple one, but a complex one.

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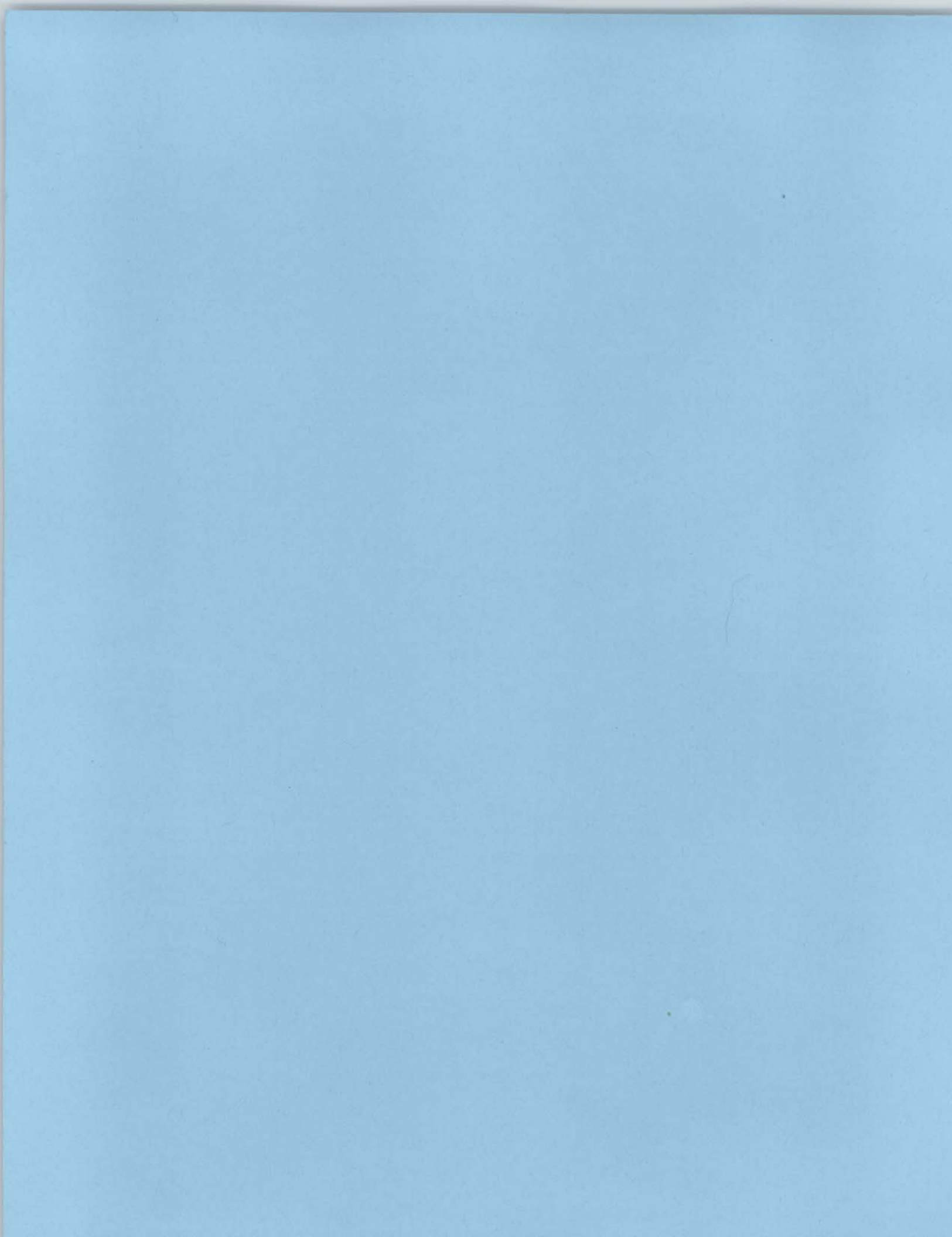
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Mr. David Chiusano
Project Manager
New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau E, Section A
625 Broadway, 12th Floor
Albany, New York 12233-7017

Please see attached Proposed Change Order (PCO) request No. 3, submitted by Horizon Environmental Services (Contractor) for the AItech Specialty Steel OU2A, Willowbrook Pond (Pond) Interim Remedial Measure (IRM), Contract No. D008535, New York State Department of Environmental Conservation (Department) Site No. 907022. CBI is the Engineer for the Department under this Contract.

1) Upon approval of change order (CO) – 1 it was determined that the pond would not be completely backfilled in an effort to save Contract funds as originally outlined by the Contract Documents. The volume of material was reduced from 47,000 cubic yards to 15,000 cubic yards. Based on economy of scales and change in contract schedule time, Horizon Environmental Services (HES) was not able to obtain the same backfill material source at original Contract price. Additionally, more fill was required for placement than originally anticipated in CO-1 due to identification of a 36" concrete storm sewer pipe located directly in line of the proposed pond outlet pipe (discussed in #2). Due to the location of the concrete sewer pipe, the invert elevation of the outlet pipe was increased which resulted in a change in backfill quantities. Based on this change in condition, the backfill unit price was renegotiated from the original price of \$15.80/cy in place to \$22.49/cy in place and has been estimated as the following:

Existing Pay Item No	Description	Unit	Contract Qty after CO-1	PCO Qty - Actual	Original Contract Price	Negotiated Unit Cost	Change in Cost
UC-12	Backfill with Clean Imported Material	Cubic Yard	15,000	22,277	\$ 15.80	\$ 22.49	\$ 264,009.73
TOTAL							\$ 264,009.73



- 2) Upon approval of change order (CO) – 1 it was determined that the pond would not be completely backfilled in an effort to save Contract funds. Therefore an outlet pipe from the former pond would be required for installation to discharge stormwater to the adjacent Willowbrook creek. Through negotiations with HES, CBI and the Department, it was determined that this work would be completed on a time and materials cost basis and added to the lump sum line item 5 (LS-5) Capping and Plugging of Inlet/Outlet Piping.:

Existing Pay Item No	Description	Unit	Contract Qty after CO-1	PCO Qty	Original Contract Price	Pipe Installation Cost	Change in Cost	% Line item increase
LS-5	Capping and Plugging of Inlet/Outlet Piping	LS	1	1	\$2,000.00	\$13,672.65	\$13,672.65	684%
TOTAL							\$13,672.65	

Existing pay items were used to calculate costs adjustments for the remainder of the change order items. The CONTRACTOR's cost backup to complete the required services is provided in **Attachments 1 – 3.**

The total estimated amount of PCO-3 is: \$277,682.38. Based upon our review, we have determined that the additional scope of work is/was necessary and the associated costs are reasonable.

If you have any questions regarding PCO No.3 please do not hesitate to contact me.

Accepted and signed by,

Date: 07-07-15

Matt Sausville P.E.
Project Engineer/Project Manager
CB&I
Phone: 518-785-2355
E-Mail Address: matt.sausville@cbi.com

Attachments:

Attachment 1 – Backfill Cost Breakdown

Attachment 2 – Outlet Pipe Cost Breakdown

Attachment 3 – Contractor Backup

ATTACHMENT 1 - Backfill Cost Breakdown

UC-12 BACKFILL

LABOR

Item	Per Hour	Hours	Total	Total w/Taxes, WC, Unemp	Total
Labor regular hours	\$ 61.74	588.00	\$ 36,303	\$ 41,023	\$ 41,022.53
Labor overtime	\$ 92.61	137.00	\$ 12,688	\$ 14,337	\$ 14,336.95
Contractor Markup 15%					\$ 6,153.38
Subtotal					\$ 61,513.00

EQUIPMENT

Item	Cost	Unit	Qty	Total with Tax	Total
Compactor (Roller)	\$5,900	rental/month	1.5	\$ 8,850.00	\$ 8,850.00
Skid Steer	\$3,500	rental/month	2	\$ 7,560.00	\$ 7,560.00
Street Sweeper	\$2,700	rental/week	2	\$ 5,400.00	\$ 5,400.00
D-6 Dozer	\$4,800	rental/month	2	\$ 10,368.00	\$ 10,368.00
Contractor Markup 10%					\$ 4,826.70
Subtotal					\$ 37,005.00

Sub Contractor

Item	Cost	Unit	Qty	Total with Tax	Total
Surveyor for reduced grade	\$2,600	Day	1	\$ 2,600.00	\$ 2,600.00
Contractor Markup 10%					\$ 390.00
Subtotal					\$ 2,990.00

MATERIALS

Item	Cost		Total		Total
Fuel	\$2.80	Fuel Gals	2132	\$ 5,969.60	\$ 5,969.60
Backfill Material	\$16.00	Cubic Yard Est.	22277	\$ 356,432.00	\$ 356,432.00
Stone for Control	\$924.00	Loads	1	\$ 924.00	\$ 924.00
Contractor Markup 10%					\$ 36,240.16
Subtotal					\$ 399,565.76

Total Cost	\$ 501,073.76
Negotiated Cost per CY	\$ 22.49

ATTACHMENT 2 - Outlet Pipe Cost Breakdown

LS-5 OUTLET PIPE

LABOR

Item	Per Hour	Hours	Total	Total w/Taxes, WC, Unemp	Total
Labor	\$ 61.74	53.00	\$ 3,272	\$ 3,698	\$ 3,697.61
Contractor Markup 15%					\$ 554.64
Subtotal					\$ 4,253.00

EQUIPMENT

Item	Cost	Unit	Qty	Total with Tax	Total
318 Excavator	\$3,800	rental/week	1	\$ 3,800.00	\$ 3,800.00
D-6 Dozer	\$1,600	rental/week	1	\$ 1,600.00	\$ 1,600.00
Contractor Markup 10%					\$ 810.00
Subtotal					\$ 6,210.00

Sub Contractor

Item	Cost	Unit	Qty	Total with Tax	Total
Utility Locator Service	\$1,850	Day	1	\$ 1,850.00	\$ 1,850.00
Contractor Markup 10%					\$ 277.50
Subtotal					\$ 2,128.00

MATERIALS

Item	Cost		Total		Total
Outlet Pipe	\$128.89	20' piece	6	\$ 773.34	\$ 773.34
Outlet Pipe Flared End	\$104.99	Loads	2	\$ 209.98	\$ 209.98
Contractor Markup 10%					\$ 98.33
Subtotal					\$ 1,081.65

Total Cost	\$ 13,672.65
------------	--------------

ATTACHMENT 2 OUTLET PIPE LABOR AND EQUIPMENT BACKUP

Report No.: 02042015

Project No.: 134685-3002

Date: February 4, 2015

DESCRIPTION OF DAILY WORK PERFORMED:

- Horizon completed demolition of all concrete structures at SE corner.
- Horizon began excavation for outlet pipe installation.
- 120' of 12" plastic drain pipe delivered today.
- Horizon broke 2" plastic gas pipe (was turned off prior to starting the digging) while excavating, mark out was off the actual location by 20+ feet.

CONTRACTOR/SUBCONTRACTOR PERSONNEL ON SITE:

Name	Company Representing	Reason Onsite	Hours Onsite
Jim Newland	Horizon	Operator	11
Brian Spangler	Horizon	Super/Operator	11
Scott Clary	Horizon	Super/Operator	11
Jim Duncan	Horizon	Operator	0
Bill Duncan	Horizon	Operator	0

Apply 18 hrs to T&M

EQUIPMENT ONSITE:

Equipment	Hrs	Equipment	Hrs	Equipment	Hrs	Equipment	Hrs
3" Power Prime Pump (2)	24	Skidsteer (1)	24	Port-a-John (1)	24	Bulldozer (1)	24
40" storage box (1)	24	2 bag filters (2)	24	Excavator (1)	12		

1 - Active Equipment 2 - Inactive Equipment

Apply 1 week equip rental Dozer + Excavator and 53 Labor hours

Report No.: 02042015

Project No.: 134685-3002

Date: February 4, 2015

COMMENTS:

Location of outlet to stream bed had to be moved east approx.. 15' to avoid conflict with a 36" concrete drain line entering the stream bed from the north, the 36" line was not previously known or located by GPR survey.

INTERACTIONS WITH SITE OWNER, PUBLIC, TOWN:

None

ATTACHMENTS TO THIS REPORT: (field orders, proposed change orders, photo log, drawings)

Photo log (See Attachment A)

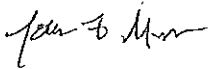
Site Plan: N/A

ON-SITE REPRESENTATIVE /

CONSTRUCTION INSPECTOR: John Moyer, CB&I, Site Representative

Name:

Date: 02/04/2015



cc: D. Chiusano – NYSDEC

M. Moore - NYSDEC

Report No.: 02052015

Project No.: 134685-3002

Date: February 5, 2015

DESCRIPTION OF DAILY WORK PERFORMED:

- Horizon completed exaction of outlet pipe trench and pipe.
- Horizon began backfill of trench.
- 120' of 12" plastic drain pipe was placed in trench, will most likely need up to 20' more in spring once the 2 to 1 slope is completed in the SW corner of pond area.
- Progress call today at 9am, at which time it was decided that shutdown of site will most likely begin after tomorrow.
- Broken 2" plastic gas main dug back on both sides of trench, awaiting Brian Cottons to come and splice in a fused repair and reactivate the line.
- Scott and Brian left the site at 3pm, Jim (operator) , remained until dark backfilling the ditch.
- Brian Cottons did not show up to repair broken gas line.

CONTRACTOR/SUBCONTRACTOR PERSONNEL ON SITE:

Name	Company Representing	Reason Onsite	Hours Onsite
Jim Newland	Horizon	Operator	11
Brian Spangler	Horizon	Super/Operator	8
Scott Clary	Horizon	Super/Operator	8
Jim Duncan	Horizon	Operator	0
Bill Duncan	Horizon	Operator	0

Apply
T&M
27
Hr

EQUIPMENT ONSITE:

Equipment	Hrs	Equipment	Hrs	Equipment	Hrs	Equipment	Hrs
3" Power Prime Pump (2)	24	Skidsteer (1)	24	Port-a-John (1)	24	Bulldozer (1)	24
40' storage box (1)	24	2 bag filters (2)	24	Excavator (1)	12		

1 -- Active Equipment 2 -- Inactive Equipment

Report No.: 02052015

Project No.: 134685-3002

Date: February 5, 2015

COMMENTS:

Equipment on site is scheduled to be picked up tomorrow or next week, job trailer and storage box are to stay at site until start up in spring.

INTERACTIONS WITH SITE OWNER, PUBLIC, TOWN:

None

ATTACHMENTS TO THIS REPORT: (field orders, proposed change orders, photo log, drawings)

Photo log (See Attachment A)

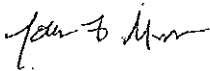
Site Plan: N/A

ON-SITE REPRESENTATIVE /

CONSTRUCTION INSPECTOR: John Moyer, CB&I, Site Representative

Name:

Date: 02/05/2015



cc: D. Chiusano – NYSDEC

M. Moore - NYSDEC

Report No.: 02062015

Project No.: 134685-3002

Date: February 6, 2015

DESCRIPTION OF DAILY WORK PERFORMED:

- Horizon completed backfill of outlet pipe trench today.
- Repair to 2" plastic gas main completed by Brian Cottons (Cottons Well Drilling) and gas line re-energized at approx... 1030 am.
- Rain for Rent technician on site today to pick up water pump, filter housings, and all associated hoses and fittings.
- All equipment from Milton Cat still on site, however, should be called off rent and scheduled for pick up.
-

CONTRACTOR/SUBCONTRACTOR PERSONNEL ON SITE:

Name	Company Representing	Reason Onsite	Hours Onsite
Jim Newland	Horizon	Operator	8
Brian Spangler	Horizon	Super/Operator	0
Scott Clary	Horizon	Super/Operator	0
Jim Duncan	Horizon	Operator	0
Bill Duncan	Horizon	Operator	0

Apply
T&M
8hr

EQUIPMENT ONSITE:

Equipment	Hrs	Equipment	Hrs	Equipment	Hrs	Equipment	Hrs
3" Power Prime Pump (2)	24	Skidsteer (2)	24	Port-a-John (1)	24	Bulldozer (1)	8
40' storage box (1)	24	2 bag filters (2)	24	Excavator (1)	8		

1 – Active Equipment 2 – Inactive Equipment

Total 53 hr

COMMENTS:

Equipment on site is scheduled to be picked up tomorrow or next week, work has ceased until spring, date yet to be determined by Horizon.

INTERACTIONS WITH SITE OWNER, PUBLIC, TOWN:

None

ATTACHMENTS TO THIS REPORT: (field orders, proposed change orders, photo log, drawings)

Photo log (See Attachment A)

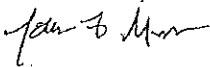
Site Plan: N/A

ON-SITE REPRESENTATIVE /

CONSTRUCTION INSPECTOR: John Moyer, CB&I, Site Representative

Name:

Date: 02/06/2015



cc: D. Chiusano – NYSDEC

M. Moore - NYSDEC

S. ST. GEORGE ENTERPRISES INC. dba MSB Gravel Products

P.O. Box 348
Fredonia, New York 14063
Phone: (716) 672-2488 Fax: (716) 672-2487

Proposal Submitted To: Horizon Environmental	Phone:	Date: 11-12-2014
590A Callery Road	Job Name: Willowbrook Pond	
Cranberry Township, PA 16066	Job Location: Dunkirk NY	
Attention: Scott Clary	Date of Plan:	Architect:
		Job Phone: ()- -

We Hereby submit pricing on the following:

Clean imported fill as compacted, surveyed and measured in place

\$16 CY

Exclusions:

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Dollars (\$).

Payment to be made as follows:

30 Days

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

Authorized
Signature: _____

Note:

This proposal may be withdrawn

By us if not accepted within: 30 Days.

Acceptance of Proposal

- The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature: _____

Signature: _____

Milton



RENTAL AGREEMENT

START DATE 2/3/2015SSEE Horizon Enviromental

Account #

LESSEE PO #.

590A Gallery Road

TELEPHONE

724 538 8522ZIP Cranberry PAZIP CODE 16066

COUNTY

Lessor, Inc., hereinafter called the lessor, agrees to lease to the lessee for the use at:

830 Brigham Road Dunkirk NY

and/or generator described below upon the terms and conditions herein after stated

OF EQUIPMENT:

HEX 321 with bucket, coupler and hammer

ID#

#

Value of the equipment is set at \$ 289,000.00 ("Total Value") for the purpose of determining lessee's reimbursement of lessor in the event of loss, damage or destruction of the equipment.

Equipment herein leased shall be \$ 11,400.00 per month (day, week, month) exclusive of sales and/or use tax, insurance costs (OUTLET PIPE) and other expenses and charges of lessee specified below, in advance, for a term of 1 month (day, week, month). The lease term shall commence on the date of delivery to the lessee. Except as otherwise provided herein, rent shall continue to accrue until the latter to occur of (a) the date said equipment is returned to Lessor's place of business or (b) the expiration of the term of this agreement. If Lessee purchases said equipment, this lease shall be deemed to have been terminated and rent shall cease to accrue on the date of such purchase. Rent payments shall be made by lessee at Lessor's place of business and shall continue on the same day of each month for the term hereof.

Lessee shall not use the equipment more than eight (8) hours in any one day nor more than five (5) eight (8) hour days in any one week nor more than twenty (20) eight (8) hour days in any thirty (30) consecutive day period, unless Lessee agrees to pay additional compensation for overtime to lessor.

AL TERMS

certificate of insurance due at time of rental

Insurance

provided

Sales Tax

t/e

Total Rental

\$

11,400.00

Freight

\$

800.00

FOB

Charges from point of delivery to destination and return charges to the point of delivery are to be paid by the Lessee.

Lessee reserves the right to assign its interest in this agreement without Lessee's consent and the Lessee agrees that such assignee may succeed to and be entitled to exercise all of the rights and obligations of Lessee. Such assignee's rights shall be free from all defenses, offsets, setoffs, recoupments, or counter claims which Lessee may be entitled to assert against Lessor. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this agreement.

The Lessor is not the manufacturer of the equipment nor the agent of said manufacturer. The Lessor makes no warranties either express or implied, including without limitation any warranty of fitness for any particular purpose, with respect to the equipment unless endorsed herein in writing. Lessor does not undertake any responsibility with respect to the ordering, use, delivery, assembly, installation, testing, operation or servicing of the equipment. If, in the good faith opinion of Lessor, there should be any material discrepancy between the equipment as delivered and the equipment as described herein, then Lessor shall at its option within 30 days after receipt of such discrepancy or noncompliance (a) correct such discrepancy or noncompliance either on site or at Lessor's place of business, (b) replace the equipment, or (c) refund the rental. Lessor shall have no obligation hereunder unless such discrepancy or noncompliance is of a type which reasonable inspection and testing by the Lessee would not have detected within three days of Lessee's receipt of the equipment, nor unless Lessee shall have given Lessor written notice of such discrepancy or noncompliance within ten (10) days after receipt of the equipment. In no event shall Lessor be liable to Lessee, nor shall Lessee be liable for loss, damage, or expense (including, without limitation, any incidental or consequential damages) of any kind caused or related to the use, inability to use, or failure of said equipment or any failure, defect or noncompliance in or with the equipment or any replacement parts, or any action or inaction or performance or nonperformance in connection with the transaction contemplated hereby. The foregoing exclusion of liability shall apply regardless of whether such liability is asserted to arise from breach of contract, strict products liability, or other tort or breach of legal duty.

Acceptance by the Lessee of said equipment shall constitute acknowledgment that said property has been accepted, that said property has been examined, operated under the terms and conditions of this agreement, and found in good condition and repair and fit for use unless the Lessee makes claim to the contrary to the Lessor by registered mail with return receipt requested within ten (10) days of delivery of said equipment.

This agreement shall be subject to the terms and conditions of the reverse side hereof, including but not limited to the applicable warranties herein. The front and reverse side together constitute the entire agreement between the parties. The Lessor's obligation to perform under this agreement is conditioned on the Lessee's compliance with the terms hereof. This agreement cannot be cancelled or terminated by Lessee. Lessee hereby agrees that its obligation to pay all rent and other amounts payable hereunder and its obligations with respect hereto shall be absolute and unconditional under any and all circumstances and that it shall so pay and perform without abatement or reduction for any reason, including but not limited to any actual or alleged present or future claim or right of setoff or recoupment that the Lessee may have against the Lessor or against the supplier, manufacturer or other third party.

The obligations undertaken herein by Lessee are for the purpose of furthering Lessee's income-producing business or activity. Lessee shall not use the equipment for any other purpose without the prior written consent of Lessor. Lessee shall not assign, sublease, or otherwise dispose of the equipment without the prior written consent of Lessor.

Lessee acknowledges that Lessor has offered to him for rent Safety Equipment or devices which attach to the equipment and Lessee hereby release and discharges Lessor from any and all claims, damages, or expenses which might hereafter claim against Lessor by reason of Lessor's failure to advise Lessee of the availability of safety equipment or devices.

Insurance coverage as provided in 8(a). If evidence of such insurance is not provided by the Lessee within 10 days of this agreement, the Lessor will provide all-risk physical damage coverage for loss or damage that may occur on the amount equal to the Total Value. Cost of said coverage will be paid by the Lessee who will be liable up to \$5,000.00 per item per claim.

SOUTHWORTH-MILTON, INC. (LESSOR)

By Dana Chase 00029
(Sales representative)

Approved by:

(Authorized Representative)

I, Company, Corporation, Partnership)

Date

10/17/2014

(Authorized Representative, Title)

This agreement is for immediate acceptance by the Lessee, but although so accepted does not constitute a contract until same is approved by an authorized representative of the Lessor and is not binding until so approved.

Milton**CAT**

RENTAL INVOICE

INVOICE NUMBER INV0293558**INVOICE DATE** 04/21/2015**PO NUMBER****BILL TO**

Horizon Environmental Services Inc
590A Callery Rd
Cranberry Twp, PA 16066
USA

SHIP TO

Milton CAT Rental
830 Brigham Road
Dunkirk, NY 14048
USA

SALES ORDER	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	PAGE
RECG002897	4/21/2015	8000614	8000614	1 of 1
SALES REP		STORE	DIVISION	
Chase, Dana		Batavia	General Line	
QTY	DESCRIPTION	UNIT PRICE EXTENDED PRICE		

1	MULTI-TERRAIN LOADER	From 4/28/2015 to 5/27/2015	3,500.00	3,500.00
	MAKE:	CATERPILLAR	MODEL:	287C
	EQ ID:	S053023	SERIAL #:	MAS02148
			SMU:	233
1	Insurance			67.00
1	EARTHMOVING ATTACHMENT	From 4/28/2015 to 5/27/2015	0.00	0.00
	MAKE:	CATERPILLAR	MODEL:	BP15B
	EQ ID:	EQ000271	SERIAL #:	MPB02259
			SMU:	0

Subtotal Before Tax \$3,567.00

New York Sales Tax \$142.68
NY Chautauqua County \$124.85

Milton

RENTAL INVOICE

INVOICE NUMBER INV0303992**INVOICE DATE** 05/01/2015**PO NUMBER****BILL TO**

Horizon Environmental Services Inc
590A Callery Rd
Cranberry Twp, PA 16066
USA

SHIP TO

Horizon Environmental Services Inc
830 Brigham Road
Dunkirk, NY 14048
USA

SALES ORDER	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	PAGE
RECG003646	5/1/2015	8000614	8000614	1 of 1
SALES REP		STORE	DIVISION	
Chase, Dana		Batavia	General Line	
QTY	DESCRIPTION	UNIT PRICE		EXTENDED PRICE

1	MEDIUM TRACK TYPE	From 5/5/2015 to 6/4/2015	4,800.00	4,800.00
	MAKE:	CATERPILLAR	MODEL:	D6K 2
	EQ ID:	EQ002239	SERIAL #:	WMR00624
			SMU:	260
1	Insurance			135.00

Subtotal Before Tax

\$4,935.00

New York Sales Tax
NY Chautauqua County

\$197.40
\$172.73

Milton**CAT**

RENTAL INVOICE

INVOICE NUMBER INV0293558**INVOICE DATE** 04/21/2015**PO NUMBER****BILL TO**

Horizon Environmental Services Inc
590A Callery Rd
Cranberry Twp, PA 16066
USA

SHIP TO

Milton CAT Rental
830 Brigham Road
Dunkirk, NY 14048
USA

SALES ORDER	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	PAGE
RECG002897	4/21/2015	8000614	8000614	1 of 1
SALES REP		STORE	DIVISION	
Chase, Dana		Batavia	General Line	
QTY	DESCRIPTION	UNIT PRICE EXTENDED PRICE		

1	MULTI-TERRAIN LOADER	From 4/28/2015 to 5/27/2015	3,500.00	3,500.00
	MAKE:	CATERPILLAR	MODEL:	287C
	EQ ID:	S053023	SERIAL #:	MAS02148
			SMU:	233
1	Insurance			67.00
1	EARTHMOVING ATTACHMENT	From 4/28/2015 to 5/27/2015	0.00	0.00
	MAKE:	CATERPILLAR	MODEL:	BP15B
	EQ ID:	EQ000271	SERIAL #:	MPB02259
			SMU:	0

Subtotal Before Tax \$3,567.00

New York Sales Tax \$142.68
NY Chautauqua County \$124.85

Milton

RENTAL INVOICE

INVOICE NUMBER INV0303992**INVOICE DATE** 05/01/2015**PO NUMBER****BILL TO**

Horizon Environmental Services Inc
590A Callery Rd
Cranberry Twp, PA 16066
USA

SHIP TO

Horizon Environmental Services Inc
830 Brigham Road
Dunkirk, NY 14048
USA

SALES ORDER	DOC DATE	INVOICE ACCOUNT	ORDER ACCOUNT	PAGE
RECG003646	5/1/2015	8000614	8000614	1 of 1
SALES REP		STORE	DIVISION	
Chase, Dana		Batavia	General Line	
QTY	DESCRIPTION	UNIT PRICE		EXTENDED PRICE

1	MEDIUM TRACK TYPE	From 5/5/2015 to 6/4/2015	4,800.00	4,800.00
	MAKE:	CATERPILLAR	MODEL:	D6K 2
	EQ ID:	EQ002239	SERIAL #:	WMR00624
			SMU:	260
1	Insurance			135.00

Subtotal Before Tax

\$4,935.00

New York Sales Tax
NY Chautauqua County

\$197.40
\$172.73

Name	2d Area	Cut	Fill	Net
150604-BOTTOM EXCAVATION VOLUME	108607.06 Sq. Ft.	8.20 Cu. Yd.	22285.57 Cu. Yd.	22277.38 Cu. Yd.<Fill>

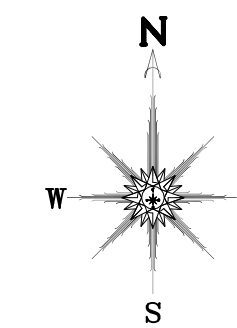
- HORIZONTAL DATUM IS REFERENCED TO NEW YORK
STATE PLANE COORDINATE SYSTEM (NAD 83), WESTERN ZONE
AS PER PLANS BY SHAW; DRAWING NUMBER 134685-22DB

- VERTICAL DATUM IS SITE SPECIFIC

- EXISTING CONDITION CONTOURS SHOWN ON THIS MAP ARE FROM A FIELD SURVEY COMPLETED BY WENDEL ON JUNE 1ST, 2015

LEGEND:

— — —	640	— — — —	EXISTING CONDITION MAJOR CONTOUR LINE
— — —	636	— — — —	EXISTING CONDITION MINOR CONTOUR LINE



590A CALLERY ROAD
CRANBERRY TOWNSHIP, PA
16066

VOLUME CALCULATIONS FOR BACKFILL



Centerpointe Corporate Park
375 Essjay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p:716.688.0766 f:716.625.6825

WENDEL ENGINEERING, P.C.

NOTE:
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS
AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF
WENDEL WOOD ARCHITECTURE, ENGINEERING, SURVEYING AND LANDSCAPE
ARCHITECTURE, P.C., AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR
ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WENDEL.
UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY DRAWING, DESIGN,
SPECIFICATION, PLAN OR REPORT IS A VIOLATION OF SECTION 7209,
PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NO.	REVISIONS	DATE
BY		
DWG. TITLE		

DWG. TITLE

VOLUME CALCULATION

DATE	6/4/2015	
SCALE	1"=20'	
DWN.	BSS	CHK.
PROJ. No.	426906	
DWG. No.		

WD-02

ADD LUMBER CO.-TRUE VALUE

148 WILLOW ROAD

DUNKIRK NEW YORK 14048

FAX 716-366-1582

PHONE: (716) 366-1622

15% HANDLING CHARGE ON RETURNS W/S LIP. NO
RETURNS ON SPECIAL ORDERS, SIZES, MILLWORK

SOLD ***** CASH *****
TO:

CUSTOMER: *5
TERMS: CASH/CHECK/BANKCARD

JOB: 000
DATE / TIME: 2 / 4 / 15 12:25
CLERK: VP
TERMINAL: 556

SHIP CORNER BRIGHAM & WILLOWBROOK
TO:

INVOICE: E17871

PAGE NO: 1

Plastic outer pipe

QUANTITY	UM	ITEM	DESCRIPTION	SUGG	PRICE	/PER	EXTENSION
6	EA	12CPPS	12"X20' COR PIPE SMOOTH INT		128.89	/EA	773.34

** PAID IN FULL **

TAXABLE 773.34
NON-TAXABLE 0.00
SUB-TOTAL 773.34

BANKCARD PAYMENT

831.34

TAX AMOUNT
TOTAL

58.00
831.34

X Delivery

Received By

BKCRD# XXXXXXXXXXXX1446
MID: 062206547994
APP: 07946G

XR: 417871

ADD LUMBER CO.-TRUE VALUE
148 WILLOW ROAD
DUNKIRK NEW YORK 14048
FAX 716-366-1582
PHONE: (716) 366-1622

*Plastic Pipe
Flared End*

SOLD ***** CASH *****
TO:

CUSTOMER: *5
TERMS: CASH/CHECK/BANKCARD
JOB: 000

DATE / TIME: 5/11/15 1:10
CLERK: LISA
TERMINAL: 556

SHIP CLARY/SCOTT
TO:

INVOICE: E24807

QUANTITY	UM	ITEM	DESCRIPTION	SUGG	PRICE	/PER	EXTENSION
1	EA	12CPPS	12"X20' GOR PIPE SMOOTH INT		128.89	/EA	128.89
1	EA	12CPE	12" PLASTIC FLARED END/21" ROD&NUT		104.99	/EA	104.99
1	EA	1884	PURE LEAF TEA ASSORTED FLAVORS		1.99	/EA	1.99
* PAID IN FULL **							
				253.56			
					TAXABLE		235.87
					NON-TAXABLE		0.00
					SUB-TOTAL		235.87
					TAX AMOUNT		17.69
					TOTAL		253.56

BANKCARD PAYMENT

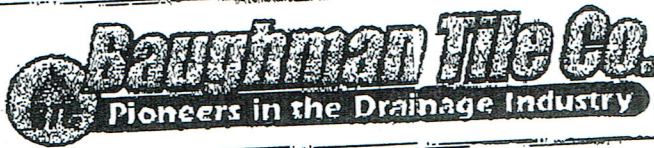
253.56

TAX AMOUNT
TOTAL

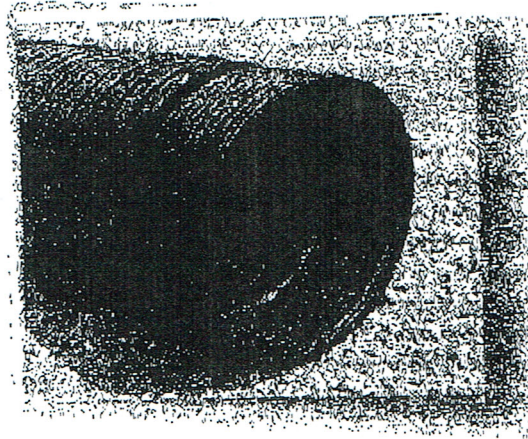
17.69
253.56

X *[Signature]*
Received By

BKCRD# XXXXXXXXXXXX1446
MID: 062206547994
APP: 06069G
XR: 424807



12" Poly Smooth-Line F477 Specification Sheet



PLASTIC
PIPE
CUT
SHEET

Material	HDPE
Nominal Diameter	12"
Approximate Outside Diameter	14.60"
Pipe Product Class	AASHTO M294 Type S/SP
Gasket Product Class	ASTM F667
Approximate Weight (lbs/ft)	ASTM F477
Approximate Inner Wall Thickness	3.86
Total Average Wall Thickness	0.095"
Minimum Pipe Stiffness @ 5% Deflection	.11"
	50 psi

* Average wall thickness is an estimate based on the approximate wall thickness at several different areas of the profile. The pipe is designed to have a wide range of thickness throughout the profile.

Baughman Tile Company

8516 Twp. Rd. 137 Paulding, OH 45879 (419) 399-3160

This and all specification sheets are intended to be used as a general information guide. If specific data is required, it must be requested at time of purchase and the corresponding paperwork can be provided for that particular batch of tile or pipe.

S. St. George Enterprises Inc
P.O. Box 348
Fredonia, NY 14063
Phone: (716) 672-2488
Fax: (716) 672-2487

INVOICE

SOLD Horizon Environmental Services
TO 590A Gallery Road
Cranberry Twp., PA 16066

SHIP Misc. Small Jobs- 2015
TO 15-0102-SN

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
HOR ENVIR				Net 30	6/9/2015	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
4034	3.00	Mobilization & Demobilization of Rosco Broom & Roller to job site at Dunkirk Steel Plant	115.00	345.00
4090	1.00	Equipment Rental of Rosco Broom 1 month	2,700.00	2,700.00
4090	1.00	Equipment Rental of SD 115 Roller 1 month	5,900.00	5,900.00

TOTAL AMOUNT 8,945.00

CUSTOMER AGREES TO PAY ALL LEGAL FEES AND CURT COSTS INVOLVED IN COLLECTING ANY AMOUNT DUE ON SAID SALE AND/OR DUE UNDER THIS INVOICE.

A FINANCE CHARGE COMPUTED BY A SINGLE PERIODIC RATE OF 1.5% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%, WILL BE ADDED TO ALL BALANCES OVER 30 DAYS.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE ON THE REVERSE SIDE HEREOF.

S.St.George Enterprises Inc
P.O. Box 348
Fredonia, NY 14063
Phone: (716) 672-2488
Fax: (716) 672-2487

INVOICE

SOLD TO Horizon Enviromental Services
590A Callery Road
Cranberry Twp., PA 16066

SHIP TO Horizon Enviromental
14-0401-SR
Altech Steel- Willow Pond
Dunkirk, NY 14048

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
HOR ENVR				Net 30	2/10/2015	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
4045	1.00	Estimated billing for compacted fill in place @ \$16/CY	120,000.00	120,000.00*

TOTAL AMOUNT 120,000.00

* means item is non-taxable

CUSTOMER AGREES TO PAY ALL LEGAL FEES AND CURT COSTS INVOLVED IN COLLECTING ANY AMOUNT DUE ON SAID SALE AND/OR DUE UNDERTHIS INVOICE.

A FINANCE CHARGE COMPUTED BY A SINGLE PERIODIC RATE OF 1.5% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%, WILL BE ADDED TO ALL BALANCES OVER 30 DAYS.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE ON THE REVERSE SIDE HEREOF.

S.St.George Enterprises Inc
P.O. Box 348
Fredonia, NY 14063
Phone: (716) 672-2488
Fax: (716) 672-2487

INVOICE

INVOICE NO
7499

SOLD TO Horizon Enviromental Services
590A Callery Road
Cranberry Twp., PA 16066

SHIP TO MSB Gravel Pit - 2015
Ellington, NY
14-MSB PIT

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
HOR ENVR				Net 30	3/5/2015	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1008	59.62Tn	#3 Crushed Stone delivered	15.50	924.11

TOTAL AMOUNT 924.11

Handwritten: M/tech #6247

Handwritten: 3/13/15

CUSTOMER AGREES TO PAY ALL LEGAL FEES AND CURT COSTS INVOLVED IN COLLECTING ANY AMOUNT DUE ON SAID SALE AND/OR DUE UNDER THIS INVOICE.

A FINANCE CHARGE COMPUTED BY A SINGLE PERIODIC RATE OF 1.5% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%, WILL BE ADDED TO ALL BALANCES OVER 30 DAYS.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE ON THE REVERSE SIDE HEREOF.

New York Leak Detection, Inc.
PO Box 269
Jamesville, NY 13078
www.nyld.com
Fed. ID #16-1299328

Invoice

Date 2/4/15
Invoice # 15972
Phone # (800) 928-4350
Fax # (315) 469-2868
info@nyld.com

Bill To

Horizon Environmental Services
Brian Spangler
590A Gallery Road
Cranberry Township, PA 16066

Job Site

AlTech Specialty Steel
Willowbrook Ave.
Dunkirk, NY

Contact/Phone

Brian Spangler 412-303-8692

P.O. No.

Service Performed	Amount
Utility Location Service using Ground Penetrating Radar plus all other subsurface location technologies Clear 120 LF for new utility installation Site Contact: Brian Spangler 412-303-8692 Service complete Report forwarded to Brian Spangler	1,850.00

Start Date

1/29/15

Date Completed

1/29/15

Technician

Joe Goodfellow

Recognizing that underground leak detection and utility locating is an art as well as a science, and that there are innumerable variables in achieving the desired results, NYLD does not guarantee accuracy in locating underground leaks or utilities, and disclaims all liability for any damages based on information provided by NYLD.

NYLD strives to provide the highest quality service with the experience of the technicians and equipment used. It is our desire that our work provides our customers with the information they need without adverse consequences.

Thank You!

Total

\$1,850.00

Payment is due and payable upon completion. Account balances over 30 days are subject to a late fee of 1.5% per month. Customer is liable for all collection and legal fees.



TRANSMITTAL FORM

TRANSMITTAL NUMBER: PCO-1

PROJECT: AlTech Specialty Steel OU2A
Willowbrook Pond Closure
Site No. 907022
Dunkirk, New York

OWNER: New York State Department of Environmental Conservation

DESCRIPTION: Survey of Existing Volumes

DATE OF TRANSMITTAL: 07/16/2014

DATE RECEIVED: 07/16/2014

REVIEWED BY: MJS

DATE: 07/16/2014

STATUS: APPROVED

REMARKS: None

Horizon Environmental Services
590A Callery Road
Cranberry Township, PA 15090
Phone 724-538-8522

Altech Steel Willowbrook Pond Project

To: Matt Sausville
CB&I
13 British American Boulevard
Latham, NY 12110

July 15, 2014
Alltech Steel Willowbrook Pond
NYSDEC
Contract No. D008535
Dunkirk, NY

Response to PCO #1

Attached is the quantity letter from Wendel and their pricing to do the additional work.

If you have any questions or comments please let me know.

Brian Spangler,
Project Manager,
Horizon Environmental Services

Cc: Dave Chiusano, NYSDEC
Maurice Moore, NYSDEC
John Whalen, CB&I



July 15, 2014

Horizon Environmental Services, Inc.
590A Callery Road
Cranberry Township, PA 16066

Attention: Mr. Brian Spangler

SUBJECT: Department of Environmental Conservation
Division of Environmental Remediation
Altech Specialty Steel
Willowbrook Pond Closure
Site No: 907022, Contract No: D0008535
Dunkirk, NY
Sediment Quantity Result

Dear Mr. Spangler:

Below is the quantity result calculated by Wendel for the remaining amount of sediment materials to be removed from the top of water demarcation (approximate elevation 628.4 per construction drawings) down to existing bedrock as located by Wendel. The quantity calculations are from field data gathered by Wendel Survey on July 9, 2014. The estimated quantity results were calculated using AutoCAD Civil 3D 2013 software.

ESTIMATED QUANTITY:

Sediment Materials:

Pond Area: +/- 10,541 Cubic Yards

Please feel free to contact us at 716-688-0766 with any questions.

Sincerely,

Wendel

Marshall D. Wilson, P.L.S., PMP
Project Manager

Brian Spangler

From: Marshall Wilson [mwilson@wendelcompanies.com]
Sent: Tuesday, July 08, 2014 4:44 PM
To: Brian Spangler
Cc: Richard Johnson; Marshall Wilson
Subject: ALTECH Specialty Steel OU#2- PCO#1

Brian,

We estimate a fee of \$2,600 to provide field survey, mapping and quantity calculations relative to the Proposed Change Order #1 (POC #1). Our fees have been based on the following assumptions.

Assumptions:

- 1) The field effort will be completed in one day of field effort to include mobilization costs (12-hrs).
- 2) The stockpile materials and perimeter cuts as defined by Horizon will be included in the overall quantity results.
- 3) The upper/lower vertical limits will be as defined in the POC #1 document, dated 7/7/14.
- 4) Deliverable will be formal quantity letter stating the estimated amount of remaining sediment/soils within the pond limits.

Let us know if you have any questions, clarifications and/or if anything is missing in the above outline.

Regards,

Marshall

Marshall D. Wilson, PLS PMP



Wendel, 140 John James Audubon Pkwy, Suite 201, Buffalo, NY 14228

p 716.688.0766 **f** 716.625.6825 **m** 716.930.2233 **e** mwilson@wendelcompanies.com **w** wendelcompanies.com

ARCHITECTURE ENGINEERING PLANNING ENERGY SERVICES CONSTRUCTION MANAGEMENT

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CB&I
13 British American Blvd
Latham, New York, 12110
Tel: +1 518 785 2340
Fax: +1 518 783 8397
www.CBI.com

August 15, 2014

Mr. David Chiusano
Project Manager
New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Construction Services, 12th Floor
625 Broadway
Albany, New York 12233-7010

**Subject: AITech Specialty Steel OU2A, Willowbrook Pond Interim Remedial Action (IRM),
Contract No. D008535, Site No. 907022, Proposed Change Order (PCO) Request No. 2**

Dear Mr. Chiusano,

Please see attached Proposed Change Order (PCO) request No. 2, submitted by Horizon Environmental Services (HES) for the AITech Specialty Steel OU2A, Willowbrook Pond Interim Remedial Measure (IRM), Contract No. D008535, New York State Department of Environmental Conservation (NYSDEC) Site No. 907022.

In accordance with Section VIII, Article 9 of the Contract Documents, once the Contractor has knowledge of a PCO, the associated contract price or contract cost shall be submitted by the Contractor within three (3) days to the Site Representative and provide adequate information for discussion and determination. All project PCOs submitted shall be consecutively numbered and will request a determination on only one issue.

If the Department and Contractor agree that the work is a change in scope, but cannot agree on price, the Contractor is still required to carry on with the work involved and adhere to the progress schedule.

Description of PCO-2:

Following dewatering of the pond, waste characterization sampling both in sediment and soil confirmed that all pond sediments and additional soil areas were hazardous (greater than 50 parts per million (ppm)). Based on this determination, the hazardous quantities of sediment and soil excavation, transportation and disposal have been estimated as the following:



Pay Item No	Description	Unit	Contract Qty	PCO Qty	Unit Cost	Change in Cost
UC-6	Non-Hazardous Soil Excavation	Cubic Yard	1100	218.00	\$ 20.00	\$ (17,640.00)
UC-7	Hazardous Soil Excavation	Cubic Yard	100	1,560.00	\$ 35.00	\$ 51,100.00
UC-8	Non-Hazardous Sediment Excavation	Cubic Yard	7500	656.00	\$ 25.00	\$ (171,100.00)
UC-9	Hazardous Sediment Excavation	Cubic Yard	1,500	12,082.00	\$ 30.00	\$ 317,460.00
UC-10	Non-Hazardous Sediment/Soil Transportation and Disposal	Ton	17300	1,500.00	\$ 40.00	\$ (632,000.00)
UC-11	Hazardous Sediment/Soil Transportation and Disposal	Ton	2600	17026	\$ 177.00	\$2,553,402.00
TOTAL						\$2,101,222.00

Additionally, the Construction Waste Management (Model City Landfill) determined that the sediment material was not acceptable due to a failing a structural strength parameter. Model City determined that the sediment is to be amended with a stabilization amendment. HES has determined that Portland cement provided in super-sacs will be the most cost effective means for amending the material. Based on this determination the stabilization amendment process and material cost is estimated as the following:

Pay Item No	Description	Unit	Contract Qty	PCO Qty	Unit Cost	Change in Cost
---	Amendment Disposal Cost	Ton	0	5,422	\$ 177.00	\$ 959,605.50
---	Amendment Process to meet Structural LF Criteria (equipment + labor)	Ton	0	22,448	\$ 7.92	\$ 177,840.68
---	Portland Amendment Material Cost	Ton	0	2,922	\$239.22	\$ 698,868.61
TOTAL						\$1,836,314.79

Given the unforeseen conditions, the total PCO amount significantly exceeds the total contract amount. It has been determined that HES will shut down operations prior to exceeding the total value of the contract. Water treatment operations will continue throughout this shutdown period. The cost for the preparation for shutdown and water treatment is estimated as the following:

Pay Item No	Description	Unit	Contract Qty	PCO Qty	Unit Cost	Change in Cost
---	Shutdown WWTP Operation Cost	Month	0	3	\$ 23,824.85	\$ 71,474.55
---	One-Time Shutdown Prep	Each	0	1	\$ 6,797.36	\$ 6,797.36
TOTAL						\$ 78,271.91

The total estimated amount of PCO-2 is: \$4,015,808.70

HES cost backup to complete the required services included in the description are provided in **Attachment 1**. The backup to the costs provided is included in **Attachment 2**. A work plan detailing the HES means and methods to conduct the work is included in **Attachment 3**. A figure illustrating the staging of materials is provided in **Attachment 4**.

If you have any questions or concerns regarding PCO No. 2 please do not hesitate to contact me.

Accepted and signed by,

Date: 08-15-14



Matt Sausville P.E.
Project Engineer/Project Manager
CB&I

Phone: 518-785-2355

E-Mail Address: matt.sausville@cbi.com

Attachments:

Attachment 1 – Cost Breakdown

Attachment 2 – Cost Backup

Attachment 3 – Work Plan

Attachment 4 – Sediment Staging Figure

Attachment 1 -- Amending Cost Estimate

Item	Cost	Unit	Qty	Total with Tax	Bonds/Ins	Total
Skid Steer	\$4,149	rental/month	2.25	\$ 10,082.07	1.0225	\$ 10,308.92
Excavator	\$10,771	rental/month	2.25	\$ 26,172.46	1.0225	\$ 26,761.34
* Excavator	\$10,771	rental/month	1.25	\$ 14,540.26	1.0225	\$ 14,867.41
* Wheel Loader	\$4,199	rental/month	1.25	\$ 5,668.65	1.0225	\$ 5,796.19
* Fuel	\$3.71	Fuel Gals	5503	\$ 20,415.94	1.0225	\$ 20,875.30
Item	Per Hour	20 Hours/week x 9 weeks	Total	Total w/Taxes, WC, Unemp	Bonds/Ins	Total
Labor at Overtime Rate	\$ 94.50		\$ 17,010	\$ 19,221	1.0225	\$ 19,653.78
Labor at Overtime Rate	\$ 94.50		\$ 17,010	\$ 19,221	1.0225	\$ 19,653.78
* Labor at Regular Rate	\$ 63.00		\$ 11,340	\$ 12,814	1.0225	\$ 13,102.52
* Labor at Regular Rate	\$ 63.00		\$ 11,340	\$ 12,814	1.0225	\$ 13,102.52
Total Costs Equip and Labor						\$ 144,121.76
Cost of Rejected Loads that Failed for Strength				\$ 8,000.00	1.0225	\$ 8,180.00

\$ 152,301.76
\$ 6.89

* Items with an asterisk have been pro-rated to reflect that some of the time, equipment and fuel is also serving the contractor in fulfillment of the original terms of the contract

Tons of Sediment	16,686
Tons Contract Soil Available for Amending	2,500
Tons Sediment Suitable for Amending with soil	5,000
Remaining Tons of Sediment after Soil is Used	11,686
Total Tons to mix of Portland and Soil	22,108
Tons Portland Required	2,922
Loads to be Mixed and Sent for Disposal	670
Days Required to perform work	48
Price Per Ton for Amendment Process	\$ 7.92
Total Price for Amendment Process	\$ 175,147.03
Total Price Portland Cement (201.36/ton+tax)	\$ 635,335.10
Total Price of Disposal of Amendment Materials with \$40/ton credit for amending soils	\$ 859,605.50
Total Price Disposal of Remaining Haz Sediment	\$ 2,285,982.00
Total Price of PCO2	\$ 3,956,069.63

Monthly Costs During Shut Down							
Item	Cost	Unit	Qty	Total with Tax	Bonds/Ins	Total	
3" Diesel Pump	\$1,088	rental/month	1	\$ 1,175.04	1.0225	\$	1,201.48
Frac Tanks	\$700	rental/month	4	\$ 3,024.00	1.0225	\$	3,092.04
Bag Filter Units	\$516	rental/month	2	\$ 1,114.56	1.0225	\$	1,139.64
Various Hoses/Adapters/Connectors/and Float Switches	\$2,167	rental/month	1	\$ 2,340.36	1.0225	\$	2,393.02
Fuel	\$3.71	Fuel Gals	840	\$ 3,116.40	1.0225	\$	3,186.52
Maintenance	\$250.00	Maint/month	1	\$ 250.00	1.0225	\$	255.63
Item	Per Hour	20 Hours/week x 9 weeks	Total	Total w/Taxes, WC, Unemp	Bonds/Ins	Total	
Daily Labor Pumping Operate	\$ 129.87	Per Day	\$ 28	\$ 4,109	1.0225	\$	4,201.54
Weekly Maintenance, Sampling and Security	\$ 692.64	4 Events/Month	4	\$ 3,131	1.0225	\$	3,201.17
Miles	\$ 0.55	4 Trips/Month	\$ 1,240	\$ 1,401	1.0225	\$	1,432.73
Lodging and Per Diem	\$ 150.00	4 Nights/Month	\$ 4	\$ 600	1.0225	\$	613.50
						\$	20,717.26
Total Monthly Costs with OH&P						\$	23,824.85
(Total Cost if 3 Month Shut Down)						\$	71,474.55

One-Time Costs in Preparation of Shut-Down							
Item	Cost	Unit	Qty	Total with Tax	Bonds/Ins	Total	
One time cost to deliver and install 4th Frac Tank and connect manifold system and auto-shut off system for all 4 Frac Tanks	\$3,085.00	One time cost	1	\$ 3,085.00	1.0225	\$	3,154.41
One Time Cost Poly to Cover Stockpiles	\$ 99.00	10 Rolls of Poly	10	\$ 1,069.20	1.0225	\$	1,093.26
One Time Cost of Straw Bales	\$ 2.50	Per Bale	300	\$ 810.00	1.0225	\$	828.23
Labor to Cover Stockpiles	\$ 63.00	Total man-hours	12	\$ 816.48	1.0225	\$	834.85
						\$	5,910.75
Total One-Time Costs in Preparation of Shut Down with OH&P						\$	6,797.36

The above costs do not include freeze protection in the event of regularly occurring freezing conditions that would require heaters, etc. If such measures become necessary due to unseasonable cold weather or an extended shut-down, additional charges would apply after consultation with the Engineer and the NYSDEC.

BRANCH: 147	BILL TO CUSTOMER: 2798892	SHIPPING ADDRESS
HERC BUFFALO 125 MILENS AVE TONAWANDA, NY 14150 716-876-4779	HORIZON ENVIRONMENTAL SERVICES 590-A CALLERY ROAD CRANBERRY TOWNSHIP, PA 16066	HORIZON ENVIRONMENTAL SERVICES 850 BRIGHAM ROAD DUNKIRK, NY 14048 724-538-8522

DESCRIPTION/CHARGES

EST START: 8/01/14 14:00	EST RETURN: 8/29/14 14:00	DROP DATE: _____
SHIPPED BY:	ORDERED BY: SCOTT SPANGLER	DROP TIME: _____
ORDER DATE: 8/01/14	SALESPERSON: 141	SALES COORDINATOR: LOGAN STRUEBING
PO# / JOB#: TBD	/ 6 - HORIZON ENVIRONM	Rates subject to availability Rates include maintenance service
Qty Equipment #	Hrs/ Min Hour	Day Week 4 Week Amount
1 CRAWLER LOADER/3/4 YD/GENERAL/DSL 2060070	8/ 959.00 159.83	959.00 2025.00 4149.00 4149.00
EMISSIONS & ENV SURCHARGE	EMISSIONS	56.84
DELIVERY CHARGE		195.00
PICKUP CHARGE		195.00
		Sub-total: 4595.84
Taxable Sub-total: 4595.84		Tax: 344.70
		Total: 4940.54

For GREAT DEALS on USED EQUIPMENT - visit us on-line at www.hertzequip.com

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE

Notwithstanding payment of the LDW fee, Customer is liable for all damage to the Equipment and expense of HERC caused by the Equipment being used or operated in violation of the terms and conditions on the Reverse Side of this page or in violation of the LOSS AND DAMAGE WAIVER GUIDE.

PARAGRAPH 12. ON THE REVERSE SIDE OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT, CUSTOMER REPRESENTS THAT HE HAS FULLY INSPECTED THE EQUIPMENT AND THAT SAME IS IN GOOD CONDITION AND REPAIR. CUSTOMER IS LIABLE FOR ALL VIOLATIONS OF LAW ARISING OUT OF CUSTOMER'S USE, POSSESSION OR OPERATION OF THE EQUIPMENT. THE EQUIPMENT DESCRIBED HEREIN IS RENTED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS PAGE. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

* Emissions and Environmental Surcharge - PLEASE BE AWARE that HERC adds an Emissions and Environmental Surcharge on motorized equipment rentals. This Surcharge is a recovery by HERC to help offset costs and expenses, including overhead, generally associated with the following types of activities: (1) compliance with federal, state and local environmental laws, regulations and rules relating to HERC's business operations such as handling, managing, and/or disposing of waste materials associated with rental equipment that contain hazardous substance (i.e., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation or "green" initiatives at HERC; and (3) the acquisition and use of vehicles in HERC's business with engines using advanced emission control technologies. At present, the Surcharge amount is equal to 1.37 percent of the total motorized equipment rental charge, before taxes. The Surcharge amount may be changed from time to time in HERC's discretion. THIS SURCHARGE IS NOT A TAX OR GOVERNMENT MANDATED CHARGE.

* Vehicle Licensing Cost Recovery Fee - If a Vehicle Licensing Cost Recovery Fee is charged, it is a recovery of expenses and costs of titling, registering and inspecting the vehicle. (THIS IS NOT A GOVERNMENT MANDATED FEE)

LOSS AND DAMAGE WAIVER (LDW) IS NOT INSURANCE. The Charge for LDW is 15.00 % of gross rental charges. Customer accepts or declines LDW. If Customer accepts LDW, in consideration of the charge shown above, Lessor agrees to waive certain claims against customer for loss of or damage to Equipment, in accordance with the terms and conditions set forth in Paragraph 8, on the Reverse Side of this page and in the LOSS AND DAMAGE WAIVER GUIDE which Customer should review before deciding whether to purchase LDW.

For this rental, the deductible is currently estimated at \$ 8298.00. If you change the rental agreement, this amount may change. For example, this amount may change if you extend or shorten the duration of your rental or if you add equipment to the rental. You are responsible for any loss or damage up to this amount.

Customer acknowledges that the Equipment will be returned in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Print Customer Name

Title

Terms are Net 10 Days

Not valid without Barcode

Customer Signature

Date

Carefully read the terms and conditions that appear above and on reverse side of this page



QUOTE

Hertz®

Equipment Rental

R.A. No. 19535225

Page 1 of 1

BRANCH: 147	BILL TO CUSTOMER: 2798892	SHIPPING ADDRESS
HERC BUFFALO 125 MILENS AVE TONAWANDA, NY 14150 716-876-4779	HORIZON ENVIRONMENTAL SERVICES 590-A CALLERY ROAD CRANBERRY TOWNSHIP, PA 16066	HORIZON ENVIRONMENTAL SERVICES 850 BRIGHAM ROAD DUNKIRK, NY 14048 724-538-8522

DESCRIPTION/CHARGES

EST START: 4/28/14 9:00 EST RETURN: 5/28/14 9:00 DROP DATE: _____
 SHIPPED BY: ORDERED BY: SCOTT CLARY DROP TIME: _____
 ORDER DATE: 4/09/14 SALESPERSON: 254 SALES COORDINATOR: DONALD R. BECKER

PO# / JOB#: TBD / 6 - HORIZON ENVIRONM

Rates subject to availability
Rates include maintenance service

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	EXCAVATOR/33-40 METRIC TON/CRAWLER/DSL 2460230	8/	1549.00	258.17	1549.00	3899.00	10625.00	13723.00

EMISSIONS & ENV SURCHARGE EMISSIONS 145.56

DELIVERY CHARGE 250.00

PICKUP CHARGE 250.00

Sub-total: 14368.56

Taxable Sub-total: 14368.56 Tax: 1077.65

Total: 15446.21

For GREAT DEALS on USED EQUIPMENT - visit us on-line at www.hertzequip.com**CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE**

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For this rental, the deductible is currently estimated at \$ 21250.00. If you change the rental agreement, this amount may change. For example, this amount may change if you extend or shorten the duration of your rental or if you add equipment to the rental. You are responsible for any loss or damage up to this amount.

Customer acknowledges that the Equipment will be returned in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Print Customer Name

Title

Terms are Net 10 Days

Not valid without Barcode

Customer Signature

Date

Carefully read the terms and conditions that appear above and on reverse side of this page



Brian Spangler

From: David J Schimschack [DSchimschack@hertz.com]
Sent: Monday, May 19, 2014 7:45 AM
To: brian@horizonenviro.net
Subject: Loader quote

Brian the rate for a 3 1/2 yd wheel loader is \$486.00 day \$1459.00 wk \$4199.00 mo. Freight is \$300.00 each way.

David Schimschack
Sales Representative
Office 716-876-4779
Cell 716-564-7438
Faxgate 866-644-3159
Hertz Equipment Rental Branch 9147
125 Milens Rd
Tonawanda NY 14150
USA
DSchimschack@Hertz.com



David J Schimschack
Sales Coordinator

Hertz Equipment Rental Corporation | 125 Milens rd, Tonawanda, NY 14150 US
Phone: 716-876-4779 | Fax: 866-644-3159 | Mobile: 716-564-7438
dschimschack@hertz.com | www.hertz.com

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T.P.S. SUPPLY CORP.
P.O.BOX 287
1828 Rt. 20
SILVER CREEK, NY 14136
(716) 934-0044

Invoice**Account # 5868-1****08/04/2014**

HORIZON ENVIROMENTAL SERVICES
590A CALLERY ROAD
CRANBERRY TOWNSHIP, PA 16066

ALTECH STEEL
BRIGHAM ROAD
DUNKIRK, NY 14048

Invoice # **619797**Invoice Type: **Regular**

Date	Ref #	Transaction	Comments	Amount
08-04-2014		#NOTE-FILE		\$0.00

PRICE QUOTE FOR OFF ROAD DIESEL FUEL ON 8/4/14 IS \$3.71 PER GALLON

YOU ARE NOW SCHEDULED FOR TUESDAY/THURSDAY DELIVERIES

PLEASE LET THE OFFICE KNOW BEFORE HAND IF YOU DO NOT REQUIRE THE DELIVERY

YOUR DELIVERY DRIVER'S CONTACT NUMBERS ARE:

BRIAN 716-785-4375

DALE 716-679-8060

THANKS FOR LETTING US SERVE YOU! JULIE

Invoice total:**\$0.00**

After 30 days a Finance Charge with a periodic rate of 1.5% on the overdue balance (ANNUAL PERCENTAGE RATE = 19.56%) will be charged



Change in Scope of Work 10-053-601998-04

Prepared By: Nicholas
Thomashefski
5626 Tec Drive
Avon, NY 14414
Phone: 585-226-8280
Fax: 585-226-9483

Customer: Horizon Environmental Services Contact: Brian Spangler

Date: 8/14/2014

Job Description: Dunkirk Steel. Bag Filter, 3" pump w/ 140' suction hose and 150' of layflat hose. Pump for dewatering at a construction site. Flow meter in optional section.

Job Location: Dunkirk, NY

Type of Change

- ☒ Amendment to Original Contract ☐ Change Directive (Customer shall provide Change Order)

Except where specifically amended in this document, original contract Terms and Conditions apply. A signature on this document is required prior to Rain for Rent commencing with changed work. This Document is produced in the field due to project urgency. As a detailed estimate cannot be provided with current time constraints, Rain for Rent is authorized hereby to proceed on a Time and Materials basis. A more detailed Change Order estimate can be provided if the customer's schedule permits.

SCOPE CHANGES

Additional tank needed plus hose, tee's, and valves. Install for manifold & delivery included, pickup as well..

Rental Products and Sales

Product Description	Quantity	Price per Unit	Period	Duration	Extended Amount
TANK BILEVEL COATED(560209)	1	\$25.00	Day	28	\$700.00
FLOAT CLOSE COMPLETE(325991)	2	\$44.00	Cycle	1	\$88.00
ADAPT 4" MALE DIXxMNPT 400F AL(320046)	14	\$6.00	Cycle	1	\$84.00
ADAPT 4" FEM CAMxMIPT 400B(322038)	12	\$6.00	Cycle	1	\$72.00
HOSE 4"x5' CAM TANK TRK HD150#(722958)	10	\$36.00	Cycle	1	\$360.00
HOSE 4"x10' CAM TANKTRK HD150#(722881)	4	\$72.00	Cycle	1	\$288.00
VALVE 4" BALL PLTD FXF 758(722071)	2	\$50.00	Cycle	1	\$100.00
4" Plugs(MRC)	2	\$4.00	Cycle	1	\$8.00
Misc fittings needed to complete setup.(MRC)	1	\$30.00	Cycle	1	\$30.00
3" Coupler X 1 1/2" Adapter Reducer(MRC)	1	\$12.00	Cycle	1	\$12.00
PUMP TRASH DV100(+811010)	1	\$1,088.00	Cycle	1	\$1,088.00
CPLR 4" DIXxFLG 400DL AL(325411)	1	\$9.00	Cycle	1	\$9.00
ADAPT 4" DIXxFLG 400AL AL(325406)	1	\$9.00	Cycle	1	\$9.00
Misc 4"x3" reducer fittings. (MRC)	2	\$21.00	Cycle	1	\$42.00
FILTER BAGS 5-MICRON(713518)	50	\$7.00	Sales		\$350.00
GASKET KLINGERSIL FULLFACE 4(302104)	2	\$11.25	Sales		\$22.50
Shop labor for pre-building the fittings on the Tee's for less onsite time. (MS)	4	\$65.00	Sales		\$260.00
Project Manager & Installer. Hourly rate of \$160, will charge actual. To install manifold, hose, valves, and floats. (MS)	5	\$160.00	Sales		\$800.00
Removal - Hourly rate of \$160 p/hour. Will charge actual. (MS)	4	\$160.00	Sales		\$640.00
Delivery - (\$95 per hour after a half hour of wait time.) One trip for the tank, one for hose & fittings.(MS)	2	\$345.00	Sales		\$690.00
Pickup - (\$95 per hour after a half hour of wait time.) (Hose can be picked up with all the filtration & pump.)(MS)	1	\$345.00	Sales		\$345.00

Total Rental : \$2,890.00

Total Sale : \$3,107.50

All material and subcontract services procured shall be billed on a cost plus 20% OH&P.

Customer _____

Date _____

RAIN FOR RENT

NEW YORK
5626 TEC DR
AVON, NY 14414
585-226-8280

CONTRACT

BILL TO: HORIZON ENVIRONMENTAL SERVICES
590 CALLERY RD
CRANBERRY TOWNSHIP PA 16066

QUOTE #: 053601998
CONTRACT #: 053002525
CONTROL #: R0601998
DATE PRINTED: 08/14/2014 08:59

SHIP TO: HORIZON ENVIRONMENTAL SERVICES
DUNKIRK SPECIALTY STEEL
830 BRIGHAM ROAD
DUNKIRK NY 14048

DIVISION: 053
PO#: DUNKIRK
SITE: 724-612-4237
CUSTOMER: 530094
TEL: 724-538-8522
TERMS: NET 30

CUSTOMER PICKUP

SALESMAN: 34249
PAGE: 1 OFC

OFF RENTAL ALLOWED FOR STORED AT CUSTOMER SITE
OFF RENTAL ALLOWED FOR DRIVER NOT AVAILABLE
OFF RENTAL ALLOWED FOR EQUIPMENT ON STANDBY

REQUESTED BY: SCOTT CLARY

IT HAS BEEN A PLEASURE SERVING YOU!
WE APPRECIATE YOUR BUSINESS AND THE CONFIDENCE YOU HAVE
PLACED IN US. AGAIN, THANK YOU.

PRODUCT # DESCRIPTION	RATE PER UNIT			DATE OUT	QTY	AMOUNT
	I-DAILY	I-WEEKLY	I-CYCLE			
606285 PUMP INB 4" DV100GB 403C15 TR	76.67	230.00	690.00	THU APR 24/14	1	690.00
SER#:606285				DUE:WED MAY 21/14		
METER OUT: 5426.00						
HAC 722883 HOSE 3"x10' CAM TANKTRK HD150#	17.00	17.00	51.00	THU APR 24/14	4	284.00
				DUE:WED MAY 21/14		
HAC 722933 HOSE 3"x20' CAM TANKTRK HD150#	30.00	30.00	90.00	THU APR 24/14	5	450.00
				DUE:WED MAY 21/14		
HAC 722551 HOSE 3"x50' LAYFLAT CAM 150#	30.00	30.00	90.00	THU APR 24/14	3	270.00
				DUE:WED MAY 21/14		

RAIN FOR RENT

NEW YORK
5626 TEC DR
AVON, NY 14414
585-226-8280

CONTRACT

BILL TO: HORIZON ENVIRONMENTAL SERVICES
590 CALLERY RD
CRANBERRY TOWNSHIP PA 16066

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830 BRIGHAM ROAD
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SITE: 724-612-4237
CUSTOMER: 530094
TEL: 724-538-8522
TERMS: NET 30

CUSTOMER PICKUP

SALESMAN: 34249
PAGE: 2 OFC

PRODUCT # DESCRIPTION		RATE PER UNIT			DATE OUT	QTY	AMOUNT
		I-DAILY	I-WEEKLY	I-CYCLE			
<i>HAC</i> 725291	STRAINER 3" RHS35 STL STD	3.00	3.00	9.00	THU APR 24/14 DUE:WED MAY 21/14	1	9.00
<i>BAG FILTER UNIT</i> 260380	FILTER BAG BF100 SER#:260380	258.00	258.00	516.00	THU APR 24/14 DUE:WED MAY 21/14	1	516.00
<i>BAG FILTER UNIT</i> 260326	FILTER BAG BF100 SER#:260326	258.00	258.00	516.00	THU APR 24/14 DUE:WED MAY 21/14	1	516.00
<i>HAC</i> 725123	REDUCER 3"DIXx 2" CAM AL	3.00	3.00	9.00	THU APR 24/14 DUE:WED MAY 21/14	1	9.00
<i>HAC</i> 323903	REDUCER 3"x2" 30200A AL	3.00	3.00	9.00	THU APR 24/14 DUE:WED MAY 21/14	1	9.00
	MRC 3" TEE - FNPT				THU APR 24/14 DUE:WED MAY 21/14	2	.00
<i>HAC</i> 323359	CPLR 3" FCAMxMIPT 3000 AL	3.00	3.00	9.00	THU APR 24/14 DUE:WED MAY 21/14	3	27.00
<i>HAC</i> 323340	ADAPT 3" DIXxMIPT MALE 300F AL	3.00	3.00	9.00	THU APR 24/14 DUE:WED MAY 21/14	5	45.00

RAIN FOR RENT

NEW YORK
5626 TEC DR
AVON, NY 14414
585-226-8280

CONTRACT

BILL TO: HORIZON ENVIRONMENTAL SERVICES
590 CALLERY RD
CRANBERRY TOWNSHIP PA 16066

QUOTE #: 053601998
CONTRACT #: ~~053002525~~
CONTROL #: R0601998
DATE PRINTED: 08/14/2014 08:59

SHIP TO: HORIZON ENVIRONMENTAL SERVICES
DUNKIRK SPECIALTY STEEL
830 BRIGHAM ROAD
DUNKIRK NY 14048

DIVISION: 053
PO#: DUNKIRK
SITE: 724-612-4237
CUSTOMER: 530094
TEL: 724-538-8522
TERMS: NET 30

CUSTOMER PICKUP

SALESMAN: 34249
PAGE: 3 OFC

PRODUCT # DESCRIPTION	-----RATE PER UNIT-----			DATE OUT	QTY	AMOUNT
	I-DAILY	I-WEEKLY	I-CYCLE			
302104 GASKET KLINGERSIL FULLFACE 4				UNIT PRICE: 11.25	2	22.50
302102 GASKET KLINGERSIL FULLFACE 2				UNIT PRICE: 10.00	2	20.00
325411 CPLR 4" DIXxFLG 4000L AL	3.00	3.00	9.00	THU APR 24/14	1	9.00
				DUE:WED MAY 21/14		
HAC 325406 ADAPT 4" DIXxFLG 4000L AL	3.00	3.00	9.00	THU APR 24/14	1	9.00
				DUE:WED MAY 21/14		
HAC 323902 REDUCER 3"x4" 30400A AL	3.00	3.00	9.00	THU APR 24/14	1	9.00
				DUE:WED MAY 21/14		
HAC 721084 VALVE 4" GATE BRASS 514T11	6.00	6.00	18.00	THU APR 24/14	1	18.00
				DUE:WED MAY 21/14		
MRC 4"x3" BUSHING REDUCER				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
322038 ADAPT 4" FEM CAMxMIPT 400B				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
MRC 3"x2" BUSHING REDUCER				THU APR 24/14	2	.00
				DUE:WED MAY 21/14		
MRC 2" NIPPLE				THU APR 24/14	2	.00
				DUE:WED MAY 21/14		
323354 CPLR 3" DIX FEM FNPT 3000 AL				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		

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SITE: 724-612-4237
CUSTOMER: 530094
TEL: 724-538-8522
TERMS: NET 30

CUSTOMER PICKUP

SALESMAN: 34249
PAGE: 4 OFC

PRODUCT # DESCRIPTION	RATE PER UNIT			DATE OUT	QTY	AMOUNT
	I-DAILY	I-WEEKLY	I-CYCLE			
323336 ADAPT 3" MALE DIX FNPT 3000 AL				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
323353 CPLR 2" DIXxMNPT FEM 200-D AL				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
323339 ADAPT 2"MALE DIX MNPT 200F AL				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
713529 FILTER BAGS 5-MICRON OIL ABSOR				UNIT PRICE: 22.00	25	550.00
722883 HOSE 3"x10' CAM TANKTRK HD150#				THU APR 24/14	4	.00
				DUE:WED MAY 21/14		
720563 CPLR 3" SPOOL AL				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
323354 CPLR 3" DIX FEM FNPT 3000 AL				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
323359 CPLR 3" FCAMxMNPT 3000 AL				THU APR 24/14	1	.00
				DUE:WED MAY 21/14		
713529 FILTER BAGS 5-MICRON OIL ABSOR				UNIT PRICE: 22.00	2	44.00
713520 FILTER BAGS 25-MICRON PDDA				UNIT PRICE: 7.00	45	315.00
BAGS SENT OUT ON 6/3/14						
713529 FILTER BAGS 5-MICRON OIL ABSOR				UNIT PRICE: 22.00	15	330.00
BAGS SENT OUT ON 6/3/14						

RAIN FOR RENT

NEW YORK
5626 TEC DR
AVON, NY 14414
585-226-8280

CONTRACT

BILL TO: HORIZON ENVIRONMENTAL SERVICES
590 CALLERY RD
CRANBERRY TOWNSHIP PA 16066

QUOTE #: 053601998
CONTRACT #: 053002525
CONTROL #: R0601998
DATE PRINTED: 08/14/2014 08:59

SHIP TO: HORIZON ENVIRONMENTAL SERVICES
DUNKIRK SPECIALTY STEEL
830 BRIGHAM ROAD
DUNKIRK NY 14048

DIVISION: 053
PO#: DUNKIRK
SITE: 724-612-4237
CUSTOMER: 530094
TEL: 724-538-8522
TERMS: NET 30

CUSTOMER PICKUP

SALESMAN: 34249
PAGE: 5 OFC

PRODUCT # DESCRIPTION		-----RATE PER UNIT-----			DATE OUT	QTY	AMOUNT
		I-DAILY	I-WEEKLY	I-CYCLE			
TANK	257395 TANK FLAT TOP COATED SER#:257395	25.00			MON JUN 09/14 DUE:WED JUN 18/14	1	700.00
TANK	251180 TANK FLAT TOP COATED SER#:251180	25.00			MON JUN 30/14 DUE:WED JUL 16/14	1	700.00
	MRC 4"x3" BUSHING				MON JUN 30/14 DUE:WED JUL 16/14	1	.00
HAC	323340 ADAPT 3" DIX:MMPT MALE 300F AL	2.00	2.00	6.00	MON JUN 30/14 DUE:WED JUL 16/14	1	6.00
	MRC 3" NIPPLE				MON JUN 30/14 DUE:WED JUL 16/14	1	.00
	M110C-DELIVERY HAULG - EXTRA EQUIPMENT NEEDED ON SITE FOR SIEMEN'S VESSEL HOOK UP					1	300.00
	M696-FUEL SURCHARGE - FOR THE EXTRA DELIVERY ON 4/24/14					1	45.00
	M110C-DELIVERY HAULG - FEDERAL EXPRESS SHIPMENT ON 6/3/14					1	18.00
	M110C-DELIVERY HAULG - DELIVER TANK 257395 ON 6/9/14					1	300.00
	M696-FUEL SURCHARGE - FOR THE DELIVERY ON 6/9/14					1	45.00
	M110C-DELIVERY HAULG - DELIVER TANK 251180 ON 6/30/14					1	345.00
	ENVIRD. RECOVERY FEE					1	14.00

TOT RENTALS

TOT SALES: 1281.50

TOT SERVICES: 1067.00

SUBTOTAL:

6,544.50

4196.00

Amendment to Work Plan for Solidification of Sediment Using Portland Cement and On-Site Soils

Background

Horizon will stabilize the TSCA hazardous sediment for disposal using portland and/or on site soils. According to testing performed by Model City landfill, the ratio of portland cement to sediment that passes Model City's strength test is around 25 percent, on average. Some sediment requires more than 25 percent and some requires a little less. Pursuant to Field Order 3, Horizon has also mixed on-site soils with the higher strength pond sediment at a rate of 50 percent and the result was a "pass" on Model City's strength test. Not all pond sediment can be made to pass by mixing in 50 percent soil. Some of the pond sediment received a "fail" when mixed with 50 percent soils. Horizon, working with the on-site Engineer, believes they can identify which areas of pond sediment that can be mixed with 50 percent soil to achieve a "pass." Likewise, Horizon working with the on-site Engineer, will use its best efforts to minimize the amount of portland cement added to sediments to achieve a "pass" on the strength test.

Measurement

Horizon will measure the portland to sediment ratio by thoroughly mixing 4 tons (1 excavator bucket = 2.7 CU x 1.5 tons per uncompacted cubic yard) with 1 ton of portland cement to achieve a 25 percent (1:4) portland to sediment mix. The soil to sediment ratio will be measured by thoroughly mixing 1 excavator or wheel loader bucket of on-site soils with 2 excavator or wheel loader buckets of sediment.

Equipment and Manpower

Mixing the materials (sediment, soil, portland) will require 2 excavators, a wheel loader and a skid steer and operators as described herein. Two excavators will be used to actively mix the materials using back/forth/up/down kneading motions and also place the mixed materials on a stockpile for loading. A wheel loader will be required to place the materials (sediment, soil, portland) before the mixing excavators.

Methodology and Justification for Not Using a Staging Pad

In order to thoroughly mix the materials (sediment, soil, portland) using an excavator the operator must be able to clearly see what he is doing with the bucket. He needs to ensure that the materials are thoroughly blended and incorporated to the fullest extent practical. In order to see what he is doing, the operator needs to be above the materials being mixed.

The sediments lack the strength required to perch an excavator on top of them. The most practical way to get the excavator above the materials to be mixed is for the excavator to sit on the stable ground just outside and above the pond bottom and mix the materials on the pond bottom.

Mixing the materials on the pond bottom will also ensure that there is no possible cross contamination by tearing through a liner with the excavator bucket while mixing the materials, as would be likely occur if mixing outside the pond on a clean zone protected from contamination by an HDPE liner.

Location of the Work

The process of amending the sediments with on-site soil/portland cement will be done within the pond at the western and northern ends (see attached Figure). These western and northern locations are the most practical locations to perform the mixing operations as the distance from top of ground surface to the pond bottom is approximately 9' and 14' respectively. These locations provide enough depth for the excavator operator to mix below him which providing good sight lines while still allowing the machine to reach the pond bottom.

Measurement for Payment

Based on discussions with CB&I, the most efficient way to track and manage additional cost for the sediment and to ensure the highest level of productivity is to break the cost for the remaining work as follows:

Excavation of Soils - Contract Rate for Hazardous soils = \$35 per cubic yard. These soils are part of the original contract scope as UC-6 Non-Hazardous Soil Excavation at the rate of \$20 per cubic yard. So the net price increase for UC-7 Hazardous Soil Excavation is \$15 per cubic yard.

Amendment Material Cost (\$/ton) = \$217.46 (with tax) for portland cement contained in "super sacks"

Transportation and Disposal of Hazardous Amended Sediment (\$/ton) = If the Department is agreeable to the Amendment of Material price per ton of \$8.00, Horizon will extend the UC-11 Transportation and Disposal unit price of \$177 per ton for the remainder of the project.

Amendment of Material (\$/ton) = \$8.00 per ton. Labor, Fuel and 2 pieces of equipment have been pro-rated to reflect that a portion of the work being performed is also benefitting the contractor under the original terms of the contract. Without pro-rating, this unit price for Amendment of Material would be \$10.13 per ton.

Schedule

Horizon anticipates a five week extension to the original baseline schedule to account for the impacts caused by Model City's "strength test" failure and the change in classification of the sediments and soils from non-hazardous to hazardous. The original baseline schedule showed both non-hazardous and hazardous transportation and disposal completed on August 15th. It is anticipated that this work will now take until approximately September 23th, which is 38 calendar days.

When the sediment was considered non-hazardous, Horizon was gearing up to transport and dispose of 875 tons per day (25 trucks per day at 35 tons each). With the Sediment being disposed of as hazardous, Horizon is only able obtain trucks and landfill slots for 14 trucks per day at 33 tons each).

The decreased tonnage per day amounts to a 28 calendar day increase in project time. There was also an 8 calendar day delay due to the an inability to schedule hazardous waste permitted truck haul trucks immediately when the soils and sediment classification changed from non-hazardous to hazardous . When Horizon did receive hazardous permitted trucks on July 1, Model City rejected five (5) loads for failure of their “strength test” criteria the following day. On July 10 Horizon was able to get 5 trucks accepted at Model City using the material from the grit piles located in the Pier area, but not enough to stay on schedule. On July 21 Horizon began solidifying the pond sediment in the west pile with Portland cement and was able to maintain a dedicated fleet of 8 hazardous waste permitted trucks hauling 14 loads per day on a regular basis. The total schedule impact of the delays caused by the trucking availability when the pond sediment changed classification from non-hazardous to hazardous, and the failures of the sediment on Model City landfill’s “strength test” resulted in a total of 38 calendar days.

Cost Breakdown and Backup

See Attachments 1 and 2

Attachment 4 - Sediment Staging Figure

