

2021 Hazardous Waste Scanning Project

File Form Naming Convention.

(File_Type).(Program).(Site_Number).(YYYY-MM-DD).(File_Name).pdf

Note 1: Each category is separated by a period "."

Note 2: Each word within category is separated by an underscore "_"

Specific File Naming Convention Label:

Report. ERP. B00025. 1998-11-30. PMP_SI - RAR.pdf



Stearns & Wheeler, LLC
ENVIRONMENTAL ENGINEERS & SCIENTISTS

Project Management Plan
Roblin Steel
Site Investigation and
Remedial Alternatives Report
For
North Tonawanda, New York

S&W Job No. 80049FA

B00025 - 9



Stearns & Wheeler, LLC
ENVIRONMENTAL ENGINEERS & SCIENTISTS

Level of Effort

Project Management Plan
Roblin Steel
Site Investigation and Remedial Alternatives Report
For

North Tonawanda, New York

Stearns & Wheler Job No.: 80049FA

Authorized Tasks:

0200 Preparation of Work Plan
1400 Completion of Field Work/Sampling/Lab analysis
3700 Human Health Risk Assessment
0500 Ecological Risk Assessment
0800 Remedial Alternatives Review and Report

PROJECT TEAM: Affiliation/Contact Information/Project Responsibilities

Dale W. Marshall, P.E. City of North Tonawanda, City Engineer

City of North Tonawanda
Department of Engineering
City Hall 216 Payne Avenue
North Tonawanda, NY 14120-5493
716-695-8565
Fax 716-695-8568

Project Lead, City Representative for Project. Makes all major decisions on the direction of the project or has ultimate approval or disapproval authority for any recommendations from Stearns & Wheler or NYSDEC. Primary contact for the City for both Stearns & Wheler (technical and administrative) and NYSDEC.

Robert A. Armstrong (Bob), P.E. Stearns & Wheler, Regional Office Manager

Stearns & Wheler
University Center
415 North French Road
Suite 100
Amherst, NY 14228

716-691-8503
Fax 716-691-8506

Client Manager, Sustain regular communication with the City to ensure that all expectations are being met, that the project is proceeding according to plan, to address

any concerns of the City and to ensure that the City is satisfied with the performance of the Stearns & Wheler team.

T. Lawrence Hineline, (Larry) C.P.G., Stearns & Wheler, Manager, Site Investigation & Remediation

Stearns & Wheler
One Remington Park Drive
Cazenovia, NY 13035
315-655-8161
Fax 315-655-4180

Project Manager, Direct all facets of the project for Stearns & Wheler. Primary contact for all significant project specific issues between Stearns & Wheler, the City and NYSDEC. Overall coordination of project tasks including technical and administrative. Overall responsibility for project resource allocation, schedule, and budget. Prepares State Reimbursement Form to accompany invoices.

David W. Stoner, C.P.G., Stearns & Wheler, Executive Vice President

Cazenovia Contact Information

Project Principal, Ultimate responsibility for the successful completion of the project. Approves overall approach, sees that necessary corporate resources are provided for the completion of the project, has final review and approval authority of major project deliverables, is available to address significant project issues as needed.

Scott L. Graham, Stearns & Wheler, Project Hydrogeologist

Cazenovia Contact Information

Technical Lead, Responsible for interpretation, adherence to, and execution of the project work plan. Responsible for establishing and carrying out logistics of field work including task sequence and subcontractor coordination. Communication of field logistics and findings with City and with NYSDEC. Communication of field schedule with NYSDEC. Develop recommendations for scope changes in the field based on field observations. Interpretation of findings and preparation of site investigation report. Monthly progress report to accompany invoices.

Don S. Sorbello, Stearns & Wheler, Hydrogeologist

Cazenovia Contact Information

Field Hydrogeologist, Supports Scott Graham in the field, carrying out specified tasks.

Jason LaMonaco, Stearns & Wheeler, Environmental Engineer

Amherst Contact Information

Provides support to the field team on an as needed basis.

Diane K. Clark, D. Eng. Stearns & Wheeler, Senior Engineer

Cazenovia Contact Information

Senior Engineer, Develops all remedial alternative aspects of project including the screening of and evaluation of alternatives and the preparation of the Remedial Alternatives Report. Also responsible for the completion of the Human Health Risk Assessment.

Mike Fishman, Stearns & Wheeler, Project Scientist

Cazenovia Contact Information

Project Scientist, Performs fish and wildlife impact analysis

Dale Rogers, City of North Tonawanda

City contact Information

Will support field efforts by providing access to the site and assisting in any other site access related issues

Daniel K. King P.E., NYSDEC, Regional HWR Engineer

NYSDEC
270 Michigan Avenue
Buffalo, NY 14203-2999
718-851-7220
Fax 716- 851-7226

NYSDEC Project Manager, Responsible for overall administration of the project for NYSDEC. Some degree of technical review. Coordination of review by other agencies.

John W. Hyden, PhD., P.E., NYSDEC, Environmental Engineer II

NYSDEC contact Information

NYSDEC Technical Lead, Review and approval of work plan, primary contact for NYSDEC related to field schedule and technical findings in the field. Review of project reports.

Matt Forucci, NYSDOH

NYSDOH

716-847-4502

Fax 716-847-4333

Reviews human health aspects of final report

SUBCONTRACTORS

Site Surveyor

Fisher Associates
3495 Winton Place, Building C
Rochester, NY 14623
716-424-2770
Fax 716-424-2771

Attn: Bryan Merritt

Laboratory

Severn Trent

518-357-0939

Fax 578-357-0939

Attn: Mary Ermides

Driller

Parratt Wolff
5679 Fisher Road
East Syracuse, New York 13057
315-437-1429 or 800-782-7260
Fax 315-437-1770

Attn: Bill Morrow

Data Validation

Analytical Assurance Associates, Inc.
600 Rock Raymond Road
Downingtown, PA 19335

Attn: Zohreh Hamid

- ### CRITICAL SUCCESS FACTORS

- All tasks will be completed on time and within budget. Variances will be reported to the City and addressed immediately.
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PROJECT SCHEDULE

A proposed project schedule is depicted graphically on the following page.

PROJECT LEVEL OF EFFORT

The level of effort for each team member by task is depicted in Tabular format following the schedule. Note: The Agreement for this project (attached) was prepared and executed before final approval of the work plan by NYSDEC. NYSDEC requested that effort and budget be added to the project budget for removing the USTs at the site. An estimate of \$16,425 was added to the budget. This additional amount has not yet been precisely determined through a bid process yet and has not yet been authorized by the City or approved by the NYSDEC.

PROJECT BUDGET

The project budget is depicted in tabular form. The attached tables summarize the entire project budget, expense unit costs and subcontractor estimates. Note: The Agreement for this project (attached) was prepared and executed before final approval of the work plan by NYSDEC. NYSDEC requested that effort and budget be added to the project budget for removing the USTs at the site. An estimate of \$16,425 was added to the budget. This additional amount has not yet been precisely determined through a bid process yet and has not yet been authorized by the City or approved by the NYSDEC. The current project budget of \$182,700 does not include the estimate for the tank removal.

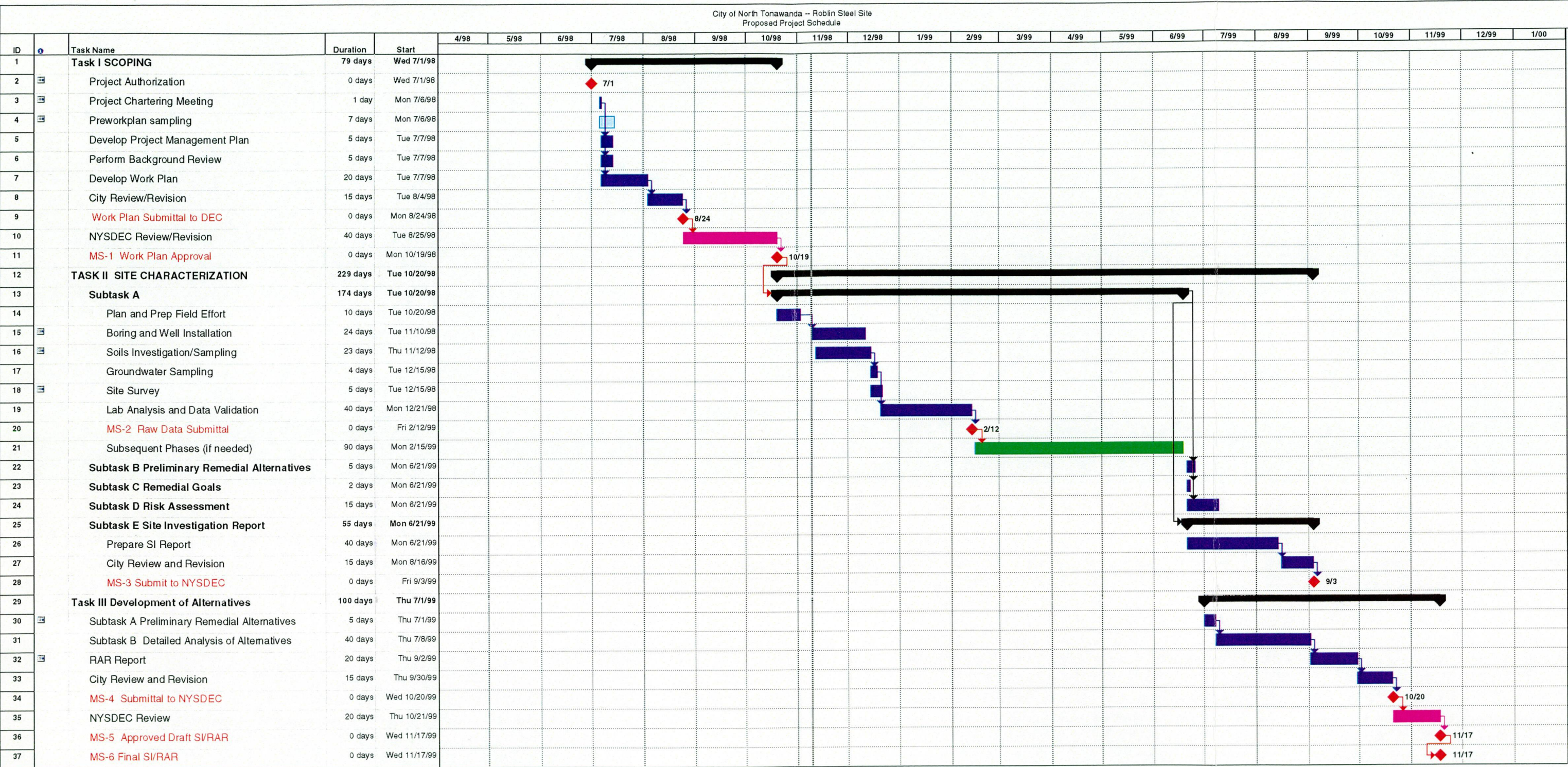
AGREEMENT FOR SERVICES

The Agreement for services between Stearns & Wheler and the City is attached. The project is being completed on a cost plus fixed fee basis. The fixed fee is 10%. No mark up is allowed on subcontractor services.

TECHNICAL SCOPE

The technical scope of the project has been described in detail in a separate document submitted to NYSDEC and the City and has been approved by those two parties. A copy of the Technical Scope has been provided to all key team members.

Schedule



Level of Effort

City of North Tonawanda
Roblin Steel Site Investigation and Remedial Alternatives Report
Proposed Level of Effort by Task and Labor Category

PROJECT TASK	Proj Princ DWS	Proj Mgr RAA	Tech Lead TLH	Proj Eng DKC	Ecol Risk DLF	Proj Hydro SLG	Proj Sci DSS	Eng JLL	Drafter	Sec/WP	HOURS	TOTAL TASK HOURS
Task I												
Opening Admin	8	16	8	4	2	8	4				50	
review existing Data/ inc samp		8	16			24					48	
Develop work plan	4		8			56			16	12	96	194
Task II												
Plan and Prep	6	12	16			16					50	
GW invest	2		2			80	16				100	
borings and wells	2					80	80				162	
sampling						24	20				44	
USTs	2					16					18	
Soil sampling	4					48					52	
Site Survey												
Subsequent Phases	8	16	24			300	100				448	
Potentially feasible Alts	4		2	8		8					22	
Remedial Goals	4		2	8		8					22	
HH risk	2			80							82	
Ecol Risk					32						32	
SI Report	14	16	16			110			24	24	204	1236
Task III												
Potential Remedial Alts	4	4		16				16			40	
Detailed analysis	4	4		80				80			168	
Remedial Alts Report	8	8		40				40	16	16	128	336
TOTALS	76	84	94	236	34	778	220	136	56	52	1766	1766

Budgets

Table 1
City of North Tonawanda
Roblin Steel site
Site Investigation/Remedial Alternatives Report
Proposed Project Pricing

Project Resp.	HOURS BY CATEGORY										HOURS	TASK DESCRIPTION	EXPENSES												PRICING SUMMARY					
	Proj Princ	Proj Mgr	Tech Lead	Proj Eng	Ecol Risk	Proj Hydro	Proj Sci	Eng	Drafter	Sec/WP			Car Miles	Truck Miles	Over-nights	Data Valid	CAD	Lab	Eqpmt & Misc	Driller/ Surveyor	Copy	Center	Tel	Direct Labor	Overhead	Expenses	Task Cost	10% Fixed Fee	Total Price	Task Total
	NSPE Eqiv.	VIII-IX	VI-VII	VI-VII	IV-V	VI-VII	IV-V	III-IV	III-IV																					
	TASK DESCRIPTION	DWS	RAA	TLH	DKC	DLF	SLG	DSS	JPD																					
Task I											Task I																			
Opening Admin	8	16	8	4	2	8	4				50	Opening Admin	400											\$ 1,719	\$ 3,094	\$ 128	\$ 4,941	\$ 241	\$ 5,181	\$ 17,440
review existing Data/ inc samp		8	16			24					48	review existing Data/ inc samp		400				1600	200					\$ 1,350	\$ 2,429	\$ 1,980	\$ 5,759	\$ 189	\$ 5,948	
Develop work plan	4		8			56			16	12	96	Develop work plan					10				2000	50	\$ 2,034	\$ 3,662	\$ 330	\$ 6,026	\$ 285	\$ 6,311		
Task II											Task II																			
Plan and Prep	6	12	16			16					50	Plan and Prep		400					100		100			\$ 1,658	\$ 2,985	\$ 295	\$ 4,938	\$ 232	\$ 5,170	\$ 141,702
GW invest	2		2			80	16				100	GW invest		800	8								\$ 2,051	\$ 3,692	\$ 1,040	\$ 6,784	\$ 287	\$ 7,071		
borings and wells	2					80	80				162	borings and wells		800	8				2000	21180		150	\$ 2,880	\$ 5,183	\$24,370	\$ 32,433	\$ 403	\$ 32,836		
sampling						24	20				44	sampling		200	2	1344		5630	690				\$ 776	\$ 1,397	\$ 7,924	\$ 10,097	\$ 109	\$ 10,206		
USTs	2					16					18	USTs		200	2	78		500					\$ 437	\$ 786	\$ 838	\$ 2,061	\$ 61	\$ 2,122		
Soil sampling	4					48					52	Soil sampling		400	2	2073		10415	700				\$ 1,204	\$ 2,167	\$13,538	\$ 16,910	\$ 169	\$ 17,078		
Site Survey												Site Survey							8000				\$ -	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000		
Subsequent Phases	8	16	24			300	100				448	Subsequent Phases		2000	12								\$ 9,461	\$17,031	\$ 1,920	\$ 28,412	\$ 1,325	\$ 29,737		
Potentially feasible Alts	4		2	8		8					22	Potentially feasible Alts	400										\$ 657	\$ 1,182	\$ 128	\$ 1,967	\$ 92	\$ 2,059		
Remedial Goals	4		2	8		8					22	Remedial Goals											\$ 657	\$ 1,182	\$ -	\$ 1,839	\$ 92	\$ 1,931		
HH risk	2			80							82	HH risk											\$ 2,222	\$ 4,000	\$ -	\$ 6,222	\$ 311	\$ 6,533		
Ecol Risk					32						32	Ecol Risk	400						200		50		\$ 1,165	\$ 2,097	\$ 336	\$ 3,597	\$ 163	\$ 3,760		
SI Report	14	16	16			110			24	24	204	SI Report	400			24		400		50			\$ 4,841	\$ 8,714	\$ 968	\$ 14,523	\$ 678	\$ 15,201	\$ 141,702	
Task III											Task III																			
Potential Remedial Alts	4	4		16				16			40	Potential Remedial Alts											\$ 1,030	\$ 1,853	\$ -	\$ 2,883	\$ 144	\$ 3,027	\$ 23,558	
Detailed analysis	4	4		80				80			168	Detailed analysis	400					200			50	\$ 3,676	\$ 6,617	\$ 378	\$ 10,671	\$ 515	\$ 11,185			
Remedial Alts Report	8	8		40				40	16	16	128	Remedial Alts Report	400			24		200		100	5000	\$ 2,830	\$ 5,094	\$ 1,025	\$ 8,949	\$ 396	\$ 9,345			
TOTALS	76	84	94	236	34	778	220	136	56	52	1766	TOTALS	2400	5200	34	3495	58	18145	4690	29180	300	7000	250	\$40,647	\$73,165	\$63,197	\$ 177,010	\$ 5,691	\$ 182,700	
DIRECT LABOR RATE	53.00	39.00	33.85	26.45	36.40	20.67	14.00	14.90	16.00	11.50	\$ 40,647	UNIT RATES TO 12/98	0.32	0.45	85.00		18.00				0.15	0.050								
OVERHEAD	98.05	72.15	62.62	48.93	67.34	38.24	25.90	27.57	29.60	21.28																				
TOTAL BILLING RATE	151.05	111.15	96.47	75.38	103.74	58.91	39.90	42.47	45.60	32.78																				
COST	\$ 4,028	\$ 3,276	\$ 3,182	\$ 6,242	\$ 1,238	\$16,081	\$ 3,080	\$ 2,026	\$ 896	\$ 598			COST	768	2340	2890	3495	1044	18145	4690	29180	45	350	250						

Table 2
Laboratory Unit Costs
Provided by IEA-AEN

Parameter	Unit costs	Number of Samples*	Matrix	Total Cost
TAL Metals	\$ 115	23	Soil	\$ 2,645
TCL Volatiles	\$ 110	14	Soil	\$ 1,540
PCBs	\$ 70	11	Soil	\$ 770
PAHs	\$ 140	39	Soil	\$ 5,460
TAL Metals	\$ 115	26	Water	\$ 2,990
PAHs	\$ 140	2	Water	\$ 280
TCL Volatiles	\$ 110	26	Water	\$ 2,860
Total Laboratory Estimate				\$ 16,545

*Sample quantities include QA/QC samples, inc. MS, MSD, Field & Trip Blanks

Table 3
Drilling Unit Costs
Provided by Parratt-Wolff

Task	Quantity	Unit	Unit Cost	Total
1. 5 shallow wells fifteen feet each				
Continuously sample 35 feet	35	ft	\$ 18.00	\$ 630
Standard sampling (5 ft interval) 40 f	40	ft	\$ 15.00	\$ 600
.010 slot screen 10 ft each well	50	ft	\$ 10.00	\$ 500
well riser total 15 ft total	25	ft	\$ 8.00	\$ 200
stick up completion	5	ea	\$ 100.00	\$ 500
Total				\$ 2,430
2. 8 wells 30 feet each				
Continuously sample 120 feet	120	ft	\$ 18.00	\$ 2,160
Standard sampling (5 ft interval) 120	120	ft	\$ 15.00	\$ 1,800
.010 slot screen 10 ft each well	30	ft	\$ 10.00	\$ 300
well riser total 160 ft total	160	ft	\$ 8.00	\$ 1,280
stick up completion	8	ea	\$ 100.00	\$ 800
Total				\$ 6,340
3. Complete 12 geoprobe holes				
drive 12 probes to 30 ft	360	ft	\$ 10.00	\$ 3,600
Back fill holes	360	ft	\$ 2.00	\$ 720
Collect 12 water samples	20	ea	\$ 150.00	\$ 3,000
Total				\$ 7,320
4. Mobilization to North Tonawanda N	1	LS	\$ 600.00	\$ 600
Build and decommision decon pad	1	LS	\$ 250.00	\$ 250
Provide drums to stage IDW	15	ea	\$ 45.00	\$ 675
Handle IDW drums	15	ea	\$ 35.00	\$ 525
Develop wells, decon	16	hrs	\$ 90.00	\$ 1,440
Water truck, steam cleaner	8	days	\$ 100.00	\$ 800
Per diem 2 man crew	8	days	\$ 100.00	\$ 800
				\$ 5,090

PROJECT TOTAL \$ 21,180

Notes:

Assume water is available in neighbor hood

All sites truck accessible

No power at site

Disposal of IDW is not driller responsibility

Development water is discharged to ground

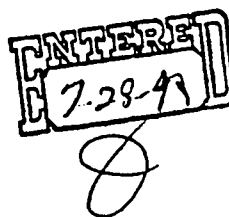
Table 4
Data Validation Unit Costs
Provided by Analytical Assurance Associates

Parameter	Unit costs	Number of Results	Matrix	Total Cost
TAL Metals	\$ 40	23	Soil	\$ 920
TCL Volatiles	\$ 17	14	Soil	\$ 238
PCBs	\$ 15	11	Soil	\$ 165
PAHs	\$ 20	39	Soil	\$ 780
TAL Metals	\$ 35	26	Water	\$ 910
PAHs	\$ 20	2	Water	\$ 40
TCL Volatiles	\$ 17	26	Water	\$ 442
Total Validation Estimate				\$ 3,495

Table 5
Expense Costs

Item	Unit Cost
Per Diem (Meals & Lodging)	\$ 85.00
Travel, Automobile per mile	\$ 0.32
Travel, Field Truck per mile	\$ 0.45
Field GC Set Up	\$ 200.00
Field GC Daily Rate	\$ 300.00
Photoionization Detector per day	\$ 100.00
Sampling Equipment, per day	\$ 100.00
Slug test field equipment per day	\$ 100.00
Disposable bailers, each	\$ 15.00
PPE (Tyvek suits gloves, per day	\$ 25.00
Filters	\$ 18.00
Copies offset	\$ 0.05
Copies copier	\$ 0.15
Telephone	at cost
CAD charges per hour	\$ 18.00
Mail, shipping	at cost

Agreement



STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF NORTH TONAWANDA, NEW YORK
AND
STEARNS & WHEELER, LLC
FOR
STUDY AND REPORT PROFESSIONAL SERVICES

June 1998

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT
PROFESSIONAL SERVICES**

This is an Agreement made as of June 2, 1998, between City of North Tonawanda, 216 Payne Avenue, North Tonawanda, NY 14120 (OWNER) and Stearns & Wheler, LLC, One Remington Park Drive, Cazenovia, NY 13035 (ENGINEER).

Subject to Rider A hereof, OWNER employs ENGINEER to perform professional engineering services, to serve as OWNER's professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with *conducting a site investigation and remedial alternatives report for the former Roblin Steel site* (the "Assignment").

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. After written authorization to proceed, ENGINEER shall perform the following professional services:

1.1.1. consult with OWNER to clarify and define OWNER's requirements for the Assignment and review available data;

1.1.2. advise OWNER as to the necessity of OWNER's providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;

1.1.3. provide analyses of OWNER's needs with evaluations and comparative studies of prospective solutions;

1.1.4. prepare a Report of ENGINEER's findings and recommendations and furnish five copies of the Report and review it in person with OWNER.

1.1.5. perform all the services required by this Agreement with all due diligence in substantial compliance with the appended Proposed Project Schedule, to the extent not prevented by force majeure events or by the action or inaction of regulatory authorities.

1.2. The duties and responsibilities of ENGINEER described above are supplemented and amended as indicated in paragraph 1 of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters" which is attached to and made a part of this Agreement.

SECTION 2 - ADDITIONAL SERVICES

2.1. If authorized in writing by OWNER, Additional Services related to the Assignment will be performed by ENGINEER for an additional professional fee.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. provide all criteria and full information as to OWNER's requirements for the Assignment and designate in writing a person with authority to act on OWNER's behalf on all matters concerning the Assignment;

3.2. furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to

ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement;

3.3. arrange for access to and make all provisions for ENGINEER to enter upon private property as required for ENGINEER to perform services under;

3.4. perform such other functions as are indicated in ~~paragraph 2~~ of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters"; and

3.5. bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. ENGINEER's Basic Services will be performed and the Report submitted within the time period or by the date stipulated in ~~paragraph 3~~ of Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters."

4.2. ENGINEER's Basic Services under this Agreement will be considered complete at the earlier of (1) the date when the Report is accepted by OWNER or (2) thirty days after the date when the Report is submitted for final acceptance, plus in each case, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Report.

4.3. ENGINEER's Additional Services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.4. If any time period within or date by which any of ENGINEER's services are to be completed is exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services of ENGINEER.**

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for all Basic Services rendered under Section 1 (as amended and supplemented by Exhibit SR-A

"Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters") as follows:

5.1.1.1. On the basis set forth in Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters".

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services are authorized.

5.1.3. *Reimbursable Expenses.* In addition to the payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic Services and Additional Services.

5.2. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. ENGINEER's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the Report.

5.4. ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.5. **Definitions.**

5.5.1. *Salary Costs.* The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

5.5.2. *Reimbursable Expenses.* Reimbursable Expenses mean the actual expenses incurred by ENGINEER or

ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0.

SECTION 6 - COST CONTROL

6.1. OWNER's budgetary requirements and considerations in respect of the Assignment are set forth in ~~paragraph 5 of~~ Exhibit SR-A "Further Description of Basic Services, Duties of Owner, Method of Payment and Related Matters".

6.2. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, ENGINEER does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by ENGINEER to OWNER hereunder.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. All documents prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and ENGINEER shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference; however, such documents are not intended or

represented to be suitable for reuse by OWNER or others. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates and consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.2. The obligation to provide further services under this Agreement may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of notice of termination and, in addition, all reimbursable expenses directly attributable to termination.

7.3.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.3.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.4. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone

other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.5. Waste Materials Waste materials (including soil and water samples, drilling cuttings, oil samples, water, and other materials) produced during the performance of these services are the property of OWNER. ENGINEER shall retain soil and water samples for no longer than forty-five (45) days after sampling, unless other arrangements are agreed upon in writing. It is OWNER's responsibility to select and arrange for lawful transportation, treatment, and disposal of the samples with appropriate licensed parties.

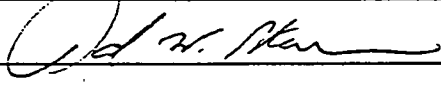
7.6. Disclosure OWNER may be required by federal, state or local regulation or statute to report the results of services performed by ENGINEER under this Agreement or information uncovered by ENGINEER under this Agreement. It is agreed that OWNER shall be responsible for all such reporting. ENGINEER shall, however, immediately disclose to OWNER any document or information which ENGINEER has reason to believe to be subject to a reporting obligation.

7.7. This Agreement (consisting of pages 1 to 6 inclusive) together with Exhibit SR-A constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit SR-A may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER

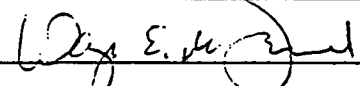
STEARNS & WHEELER, LLC

By: 

Title: Executive Vice President

ENGINEER

STEARNS & WHEELER, LLC

By: 

Title: Executive Vice President

Address for Giving Notices:

One Remington Park Drive

Cazenovia, NY 13035

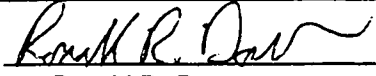
Address for Giving Notices:

One Remington Park Drive

Cazenovia, NY 13035

OWNER

CITY OF NORTH TONAWANDA

By: 

Ronald R. Dawson

Title: Mayor

Address for Giving Notices:

216 Payne Avenue

North Tonawanda, NY 14120

STATE OF NEW YORK)
) SS:
COUNTY OF NIAGARA)

On this 10th day of July, 1998, before me, the subscriber, personally appeared Ronald R. Dawson, to me known and known to me to be the Mayor of the City of North Tonawanda, the OWNER described herein, and who executed the same on behalf of the OWNER (following formal resolution of the Common Council dated MARCH 17, 1998 a copy of which is attached hereto).

Mark W. Dotterweich
Notary Public

MARK W. DOTTERWEICH Reg. No. 4805542
Notary Public, State of New York
Appointed in Niagara County 02
Commission Expires March 30, 2000

STATE OF NEW YORK)
) SS:
COUNTY OF MADISON)

On this 2nd day of June, 1998, before me, the subscriber, personally appeared David W. Stoner, to me known and known to me to be an Executive Vice President of Stearns & Wheler, LLC, the ENGINEER described herein, and who executed the same for the act and deed of said firm.

Judith F. Sutherland
Notary Public

JUDITH F. SUTHERLAND
Notary Public in the State of New York
Appointed in Madison Co. No. 4770407
My Commission Expires March 30, 2000

STATE OF NEW YORK)
) SS:
COUNTY OF MADISON)

On this 2nd day of June, 1998, before me, the subscriber, personally appeared Wayne E. McFarland, to me known and known to me to be an Executive Vice President of Stearns & Wheler, LLC, the ENGINEER described herein, and who executed the same for the act and deed of said firm.

Judith F. Sutherland
Notary Public

JUDITH F. SUTHERLAND
Notary Public in the State of New York
Appointed in Madison Co. No. 4770407
My Commission Expires March 30, 2000

**EXHIBIT SR-A
TO AGREEMENT BETWEEN
CITY OF NORTH TONAWANDA, NEW YORK
AND
STEARNS & WHEELER, LLC**

Further Description of Basic Services, Duties of Owner,
Method of Payment and Related Matters

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement between **City of North Tonawanda, New York** (OWNER) and **Stearns & Wheeler, LLC** (ENGINEER) providing for professional engineering services with regard to *conducting a site investigation and remedial alternatives report for the former Roblin Steel site*. The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below.
2. During the Study and Report Phase, ENGINEER shall:

Task I: Scoping of the Site Investigation and Development Alternatives

A. *Evaluate and Summarize Existing Data*

- B. *Prepare a Work Plan*** that includes a detailed scope of the first phase of the field investigation followed by a discussion of the approach for subsequent phases.

The work plan will include background, approach, scope, schedule, QA/QC plan, a site-specific health and safety plan, and a citizen participation plan. The scope of work will be presented as a field sampling plan that will describe in detail the sampling program for the site, including locations to be sampled, methods for sampling, and analytical methods and protocols. The Scope of Work for this project includes the preparation of one draft of the work plan and two revisions, one following review by the OWNER and one following review by NYSDEC.

Task II: Site Characterization

A. *Complete first phase investigation comprised of:*

1. Ground water flow direction determination. Included in the scope is the installation of two deep wells (30 ft each) and three shallow wells (15ft each) and a determination of the relative elevations of the wells.

2. Characterization of VOC impacts. Included in the Scope of Work are up to 12 temporary sampling points and the installation of up to 6 monitoring wells (4 deep @ 30 ft each and 2 shallow @ 15 ft each).
3. Collection of groundwater samples from 16 wells for TCL volatile organic compounds and TAL metals.
4. Installing 2 wells to the water table and collecting groundwater samples for analysis for PAH compounds and VOCs to determine if USTs are impacting the subsurface.
5. Collection and laboratory analysis of 11 surface soil samples from around former and existing transformer areas to determine if PCBs are present.
6. Surface soil sampling at 16 locations across the site to and laboratory analysis for TAL metals to determine if site soils are impacted by metals.
7. Collection of 4 soil samples from properties in the vicinity of the facility and laboratory analysis for TAL metals to determine site 'background' conditions.
8. Collection of 33 soil samples for PAH analysis.
9. Collection of 10 soil samples for VOC analysis.
10. Perform a boundary and topographic survey of the property.

B. Subsequent Phases of Investigation

It is the objective of subsequent phases to provide further delineation of identified areas of concern so that decisions regarding risk and remediation can be made. This may require an additional 1 or 2 phases, depending on the findings of the first and second phases.

C. Preliminary Identification of Potential Feasible Remedial Alternatives

We will begin to identify potential remedial alternatives. These alternatives will be screened in accordance with developed criteria for final selection. This process includes consideration of such factors as exposure, compliance with cleanup goals, effectiveness, reduction of toxicity and volume, feasibility, and community acceptance. Develop a "shortlist" of feasible remedial scenarios for further evaluation.

D. Health and Environmental Risk Assessment

1. Prepare a human health and environmental risk assessment.
2. Perform the preliminary phase of an ecological risk assessment.

E. Draft Site Investigation Report

1. Prepare a draft site investigation report which will contain:
 - discussion of background information
 - description of field activities
 - narrative, tabular, and map presentation of data and findings; well and boring logs
 - discussion of risk
 - identification of cleanup goals
 - preliminary identification of potential remedial technologies
 - conclusions and recommendations
 - data validation reports
2. Submit the draft report to the City for review, comment and revision prior to submission to the NYSDEC.

Task III: Development of Alternatives

A. Potential Remedial Alternatives

Identify remedial alternatives. These alternatives will be selected based on the matrices impacted and the nature and extent of the impacts. Using that information we will be able to select appropriate remedial technologies that will undergo a more detailed evaluation. Upon selecting the appropriate general technologies, additional phases of field investigation may be necessary in order to gain additional necessary information for completing the remedial action selection process.

B. Detailed Analysis of Alternatives

Upon completion of all phases of the site investigation (including those phases resulting from the identification of data needs) final recommendations for remediation will be made. We will screen and evaluate the preliminary recommendations in accordance with established evaluation criteria. The final alternatives will be presented to the NYSDEC.

C. Remedial Alternatives Report

1. Prepare a remedial alternatives report (RAR). The RAR will restate the general findings of the site investigation, including a discussion of the significant impacts that warrant remediation. The report will present the preliminary alternatives identified in the course of the site investigation and the "Development of Alternatives" task. The RAR will then present the detailed evaluation of each alternative, comparing the various technologies with respect to resultant exposure, compliance with SCGs, short- and long-term effectiveness, reduction of toxicity, mobility and volume, feasibility (including cost considerations), and community acceptance.

2. The report will culminate with the presentation of viable alternatives. Following review and approval of the report by the City, the NYSDEC will review the alternatives presented and develop a Proposed Remedial Action Plan for public review.

3. METHOD OF PAYMENT

OWNER will pay ENGINEER on a cost plus fixed fee basis, not to exceed \$182,700 in accordance with the attached Table 1. ENGINEER will invoice OWNER on a monthly basis with monthly charges being based on actual work performed.

4. The work will be performed in accordance with the attached 'Project Schedule'.

RIDER A

This Agreement is subject to the substantial approval by the New York State Department of Environmental Conservation (NYSDEC) of the Statement of Work required by Paragraph 2 (B) of Exhibit SR-A hereof. If NYSDEC disapproves said Statement of Work, or requires substantial revisions in it, OWNER and ENGINEER agree to negotiate in good faith for any necessary revisions in this Agreement, but they shall each have the option to cancel this Agreement.

Notes

RECEIVED

NOV 30 1998

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