

workplan.hw.C828131A.2012-02-13.D004434-36_MACTEC.pdf

From: Lisa Lewis
To: Staples, Charles R.
CC: Hausamann, Eric
Date: 2/13/2012 4:11 PM
Subject: Re: FW: Off-Site Carriage Cleaners - D004434-36 - Approval of Clean Harbors for IDW work

Hi Chuck-

Thank you for the complete and concise bid package. Clean Harbors is approved for the IDW work on the Off-site Carriage Cleaners work assignment (D004434-36).

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601
Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

>>> "Staples, Charles R." <Charles.Staples@amec.com> 2/10/2012 2:46 PM >>>
Somehow the email I had was missing some letters. Please see the email below.

From: Staples, Charles R.
Sent: Friday, February 10, 2012 2:33 PM
To: Lisa Lewis (lmlewis@gw.state.ny.us)
Cc: Stiles, Bryanna T; Pickett, Jeffrey S.; 'Eric Hausamann'
Subject: Approval for IDW subcontractor - Off-Site Carriage Cleaners - D004434-36

Lisa,

We are preparing to remove investigation derived waste (IDW) from the Off-Site Carriage Cleaners property (WA # D004434-36).

Placeholder costs of \$4341 were used in the approved WA cost tables (total from two tasks).

We have received three quotes for IDW removal. We recommend Clean Harbors for the disposal subcontractor. They had the lowest cost at a bid price of \$2165.74.

The subcontract solicitation record and certification is included as an attachment to this email, as well as a PDF of the price quotes from the three IDW firms.

Please let me know if you approve our use of Clean Harbors.

Thanks,

Chuck

(and have a good weekend)

Charles Staples
Senior Scientist
AMEC

511 Congress Street, Suite 200, Portland, ME 04101

Tel 207-775-5401, (fax 207-772-4762)

Direct 207-828-3571

charles.staples@amec.com<<mailto:charles.staples@amec.com>>

[amec.com](http://www.amec.com/)<<http://www.amec.com/>>

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Division of Environmental Remediation

Subcontract Solicitation Record and Certification for Standby Engineering Contracts

Contract/WA No. D004434-36

Site/Spill Number 828131A

Site/Spill Name Off Site Carriage Cleaners

NOTE: Standby Contractor must obtain DER approval prior to executing and submitting subcontract.

Check the appropriate box and complete the chart below:

Standby Subcontractors

- ☐ Standby cost-plus-fixed-fee subconsultant/subcontractor selected on rotational basis.
- ☐ Standby laboratory or data validator selected on rotational basis. If the work includes site-specific or other items which are not listed in the standby contract, obtain and attach complete quotes from all standby subcontractors. (Declinations to bid must be explained in the attached back-up.)
- ☐ Standby driller selected as lowest quote: Obtain and attach complete quotes from all standby drillers, including mob/demob costs and any site-specific items. (Declinations to bid must be explained in the attached back-up.)

Non-Standby Subcontractors

For non-standby unit-price or lump-sum subcontracting work, obtain the necessary number of quotes and complete the chart below:

- ☒ Total estimated costs are less than \$10,000; three responsive quotes must be obtained (verbal is allowed).
- ☐ Total estimated costs range from \$10,000 to \$20,000; three **written** responsive quotes must be obtained and attached.
- ☐ Total estimated costs are over \$20,000; five **written** responsive quotes must be obtained and attached.

Note: If unable to obtain a sufficient number of quotes, obtain and attach a minimum of 2 responsive quotes. Attach documentation of attempts made to obtain additional quotes and an engineer's estimate to support cost reasonableness.

- ☐ Single/sole source procurement (including the usage of an M/WBE firm with estimated costs under \$10,000). Complete the chart below and attach rationale for selecting subcontractor along with the basis for determining cost reasonableness (e.g., an engineer's estimate or one comparative quote).

<u>Subcontractor/Subconsultant</u>	<u>Phone Number</u>	<u>Date</u>	<u>Price Quote</u>
Clean Harbors	315-463-9901	2/10/12	2,165.74
Op-Tech	585-278-1151	2/8/12	2,570.00
Sun-Environmental	315-218-6995	2/8/12	4,430.00

On behalf of the Contractor named below, I hereby certify that the subcontract named below was procured in accordance with the terms of the prime contract and all applicable requirements of the State of New York. I also hereby certify that the executed subcontract will include all appropriate language and all required documents were completed appropriately and were acceptable. Specifically, I hereby certify the following:

1. The Contractor has determined that the subcontractor is qualified. A statement of qualifications for the subcontractor is maintained. It includes a statement of compliance with all licenses, certifications and permits, if applicable. (Note: For laboratories, this can be determined at <http://www.wadsworth.org/labservices.htm>).
2. The Contractor has determined the costs are reasonable. A procurement record supporting the determination is maintained.
3. The Contractor performed a Conflict of Interest (COI) check, if applicable, and documented it in writing. Refer to Appendix B, clause III (e) for applicability. (Note that for standby subcontractors selected on a WA, a new subcontract certification must be submitted.)
4. For subcontracts in excess (or anticipated to be in excess) of \$10,000, the subcontractor submitted an acceptable New York State Vendor Responsibility Questionnaire. Information related to vendor responsibility can be found at <http://www.osc.state.ny.us/agencies/gbull/g221.htm>
5. The subcontract includes pass down requirements from Appendix B of the prime contract related to Minority and Women Business Enterprises (M/WBE) and Conflict of Interest (COI).
6. The subcontract includes the termination clause required in the prime contract.
7. The subcontract does not include "pay if paid" type clauses which are unenforceable in New York State.
8. Insurance carriers associated with the subcontract are licensed to do business in New York State. The State of New York and the Department of Environmental Conservation are named as additional insurers on the policies. Insurance limits meet prime contract requirements. (Note that licensed insurance can be determined at <http://www.ins.state.ny.us> and Best's Rating can be determined at <http://www.ambest.com>). Pollution liability insurance (for example, drilling subcontractors) and professional liability insurance (for example, subcontracts for professional services and laboratories) are included as appropriate.
9. In addition to the appropriate insurance certificates, the contractor submitted a copy of the insurance policy provisions pertaining to notification of cancellation (including expiration, termination, or suspension) of such policy.
10. Documentation supporting this certification is maintained by the Contractor and will be provided within 10 days of any request.



Signature of Contractor's Authorized Representative

2/10/2012

Date

MACTEC Engineering and Consulting, PC D004434-36

Contractor Name

Contract/WA No.

Clean Harbors

Subcontractor Name

Rev. 01/10/12



Clean Harbors Environmental Services, Inc.
6057 Corporate Drive
E. Syracuse, NY 13057
www.cleanharbors.com

February 10, 2012

Attn: Mr. Charles Staples
AMEC E&I Inc
511 Congress Street
Portland, ME 04101

Quote #1375171, Carriage Cleantown, Penfield, NY

Dear Mr. Staples:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are pleased to provide you with pricing for the following waste streams. This quotation is based upon the information that you have provided.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- Apollo Onsite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Robert S Aiello
Cleanpack Specialist
Phone: 315.463.9901



February 10, 2012
Clean Harbors, Quote #1375171

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DISPOSAL

Profile/ Waste Code	Waste Description	Qty	UOM	Price	Total
A22K	LOW BTU ORGANIC LIQUID	4	55 gallon drum	\$185.00	\$740.00
CNO	NON HAZARDOUS SOLID	3	55 gallon drum	\$83.00	\$249.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	4	55 gallon drum	\$96.00	\$384.00
Total					\$1,373.00

LABOR, EQUIPMENT, AND MATERIALS

Amount	Description	Qty	UOM	Days	Price	Total
1	85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	1	each	n/a	\$145.00	\$145.00
Total						\$145.00

TRANSPORTATION

Dispatch Location	Qty	Price	UOM	Total
E. Syracuse, NY ServiceCenter	11	\$31.00	container	*\$341.00

*Minimum charge \$310.00 per trip.

A demurrage charge of \$103.00 per hour will apply as follows:

Number of Containers	Allowable Loading Time
1 to 10	0.5 hour(s)
11 to 15	0.75 hour(s)
16 to 25	1 hour(s)
26 to 35	1.25 hour(s)
36 to 40	1.5 hour(s)
41 to 45	1.5 hour(s)
46 to 50	1.75 hour(s)
51 to 80	2 hour(s)

ESTIMATED RECOVERY FEE	\$306.74
QUOTE TOTAL ESTIMATE	\$2,165.74



GENERAL CONDITIONS

1. Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
2. Prices firm for 30 days.
3. Terms: Net 60 Days
4. Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
5. Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
6. Materials subject to additional charges if they do not conform to the listed specifications.
7. All drums for disposal must be in D.O.T. approved containers and in good condition.
8. All containers must be marked with the Clean Harbors' profile number.
9. Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
10. Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
11. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 16.5%, will be applied to the total invoice.
12. Transportation rates are based on milkrun pickups. Additional costs may be incurred for out of milkrun service.
13. Pickups that require same day or next day service may be subject to additional charges.
14. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
15. Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
16. Out of Service (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
17. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
18. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A22K	Low Btu Organic Liquid DRUM SPECIFICATIONS: pH 2-14, no D002 Acids allowed Ammonia less than 10 percent Source of PCB <50 ppm



February 10, 2012
Clean Harbors, Quote #1375171

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WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A22K	Low Btu Organic Liquid Heating value less than 5000 BTUs per pound Less than 5 percent organic halogens Less than 1 percent Sulfur Viscosity less than 150 centipoise Must not set-up in water or with organic solvents Less than one inch of solids in the drum No pesticides PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CNO	Non Hazardous Solid Non-pourable at 70°F No free liquid Must be able to pass (paint filter/penetration) tests Must be able to be landfilled Biodegrade-able absorbents will be stabilized prior to land No herbicide, pesticides, or cyanides Source of PCB < 50 ppm PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL
CNOS	Non Hazardous Semi-Solids Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 1375171



3255 Brighton Henrietta TL Rd.
Suite 102 Back
Rochester, New York 14623
P: 585.278.1151
F: 585.2781150

February 8, 2012

Quote R12-035

Mr. Charles Staples
AMEC
511 Congress St., Suite 200
Portland, ME 04101

Re: Load, Transport, and Dispose of 55G Drums Containing Waste from Former
Carriage Cleantown Site

Dear Mr. Staples:

OP-TECH Environmental Services, Inc. (OP-TECH) is pleased to present this proposal to AMEC (Client) for services related to the preparation, loading, transportation, and disposal of 55G drums containing soil and liquids from the former Carriage Cleantown site located at 1600 Penfield Road, Rochester, NY (Site). The following shall serve to detail the proposed scope, assumptions, exclusions and estimated costs of the project based on the information provided by the client.

SCOPE OF WORK

ITEM-1: MOBILIZATION AND DEMOBILIZATION TO PREPARE AND LOAD ELEVEN (11) EXISTING 55G STEEL DRUMS FROM THE FORMER CARRIAGE CLEANTOWN SITE

- OP-TECH will provide personnel and equipment to load and remove eleven (11) 55G steel drums located at the Site.
- *Assumes drums are intact and do not require overpacking.*

ITEM-2: TRANSPORTION AND DISPOSAL OF STEEL 55G DRUMS CONTAINING NON-HAZARDOUS SOIL AND LIQUIDS

- A licensed driver will transport four (4) 55G steel drums containing non-hazardous soil and three (3) 55G steel drums containing non-hazardous liquids to a permitted disposal facility
- *Assumes waste complies with disposal facility's requirements.*
- *Assumes Client can provide full analytical reports.*

ITEM-3: TRANSPORTION AND DISPOSAL OF 55G STEEL DRUMS CONTAINING HAZARDOUS LIQUIDS

- A licensed driver will transport four (4) 55G steel drums containing hazardous liquids to a permitted disposal facility.
- *Assumes waste complies with disposal facility's requirements.*
- *Assumes Client can provide full analytical reports.*

ALT-1: PROVIDE 85G STEEL OVERPACK CONTAINERS

- In the case that overpacks are necessary to contain any of the existing 55G steel drums, OP-TECH will provide the necessary 85G steel overpack containers and labor to repackage any damaged/noncompliant drums.

ASSUMPTION AND/OR EXCUSIONS

- *Assumes waste as described by Client meets the criteria of the Disposal Facility.*
- *Assumes Client can provide full and final analytical reports for all wastes streams.*
- OP-TECH will conduct all work in accordance with local, state, and federal regulations.
- OP-TECH will have free and ready access to the work site and a staging area for the equipment and materials.
- The Client will be responsible for relocating necessary equipment prior to OP-TECH's arrival onsite.
- The customer and OP-TECH agree to the attached terms and conditions.
- This proposal is exclusive of New York State sales tax, if a tax exempt certificate is not submitted before the commencement of the Work, an 8% tax will be applied.
- This proposal is based on non-union, non-prevailing wage rates.
- This proposal assumes the work will be conducted on standard work days and hours (i.e., Monday thru Friday, 0800 thru 1700).
- This proposal includes the disposal of the items detailed below only.

ESTIMATED COSTS:

Based on OP-TECH's understanding of the project and the information provided by the Client, OP-TECH shall perform the above scope of work consistent with the cost estimate defined below:

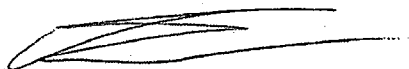
OP-TECH ENVIRONMENTAL SERVICES					
PROPOSAL: R12-035					
CLIENT: AMEC, CHARLES STAPLES					
PROJECT LOCATION: 1600 PENFIELD RD. PENFIELD, NY					
WORK DESCRIPTION: LOADING, TRANSPORTATION AND DISPOSAL OF ELEVEN EXISTING DRUMS					
SUBMITTED BY: CILLEN HANNA, REVIEWED BY CHADD GENERAL					
DATE SUBMITTED: 2/8/12					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT RATE	COST
1	MOBILIZATION AND DEMOBILIZATION TO PREPARE AND LOAD ELEVEN (11) EXISTING 55G STEEL DRUMS FROM THE FORMER CARRIAGE CLEANTOWN SITE -Assumes overpacking is not required.	1	LS	\$ 600.00	\$ 600.00
2	TRANSPORTATION AND DISPOSAL OF STEEL 55G DRUMS CONTAINING NON-HAZARDOUS SOIL AND LIQUIDS	7	55G DR	\$ 90.00	\$ 630.00
3	TRANSPORTATION AND DISPOSAL OF 55G STEEL DRUM CONTAINING HAZARDOUS LIQUIDS	4	55G DR	\$ 335.00	\$ 1,340.00
PROPOSAL R12-035 TOTAL COST ESTIMATE					\$ 2,570.00
BID ITEMS EXCLUDE NYS PREVAILING WAGE AND NYS SALES TAX					
ALT-1	PROVIDE 85G STEEL OVERPACK CONTAINERS	1	OVERPACK	\$ 170.00	\$ 170.00
NOTES:					
ASSUMES WASTE CONTENT AS DESCRIBED BY THE CLIENT IS ACCURATE AND WILL MEET WITH THE DISPOSAL FACILITY'S STANDARDS AND REQUIREMENTS.					
PROPOSAL IS BASED ON INFORMATION PROVIDED BY THE CLIENT AND IS SUBJECT TO CHANGE BASED ON SUBMITTAL AND APPROVAL OF A COMPLETED MATERIAL PROFILE SHEET TO THE DISPOSAL FACILITY.					
PROPOSAL IS VALID FOR 30 DAYS.					

****This is a partial unit rate contract. Actual project costs will be based upon the actual, owner-approved quantities required to perform the work as proposed.**

Thank you for calling on OP-TECH Environmental Services, Inc. for your environmental needs. Should have any questions or require additional information, please contact our Rochester Branch office at (585) 278.1151.

Sincerely,

OP-TECH ENVIRONMENTAL SERVICES, INC.



Cilien Hanna
Assistant Project Manager

OP-TECH Environmental Services, Inc.
General Terms and Conditions

Definitions

ES: means those actions, whether or not initially contemplated by Customer and OP-TECH, reasonably necessary to halt, clean up and/or remediate the occurrence or spread of the Condition(s).

Condition: means the circumstance, event or condition which requires the ES, including actual or threatened environmental contamination or other such pollution.

Damage: means physical damage to property, real or personal.

Injury: means physical injury to a natural person, including accidental death.

Loss: means monetary damages suffered and costs and expenses incurred in connection with this Agreement or liabilities alleged to arise from the ES but excluding special, incidental, consequential or punitive damages.

Law: means federal, state and local statutes, laws, regulations, ordinances, codes and guidance documents applicable to the ES effective as of the date the ES is performed.

Claim: means any claim in contract, tort or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation or other acts giving rise to liability.

Subsurface Structure: means any object, structure, facility or feature (including but not limited to utilities, pipes, wires, tanks, foundations, footings, etc.) located in whole or in part below existing grades.

Work Order: means this agreement/contract including any incorporated documents referenced on the face hereof and these terms and conditions. The terms and conditions described may also be referenced separate and apart from the Work Order/Agreement.

Change Order: means a written order between Customer and OP-TECH, issued after execution of the Work Order, which authorizes a change in the ES and/or contract time and/or amount owed to OP-TECH.

Additional Services: means those ES not within in the scope of and/or not initially contemplated by the Agreement Customer and OP-TECH, whether submitted in a Change Order or not.

Work Site: means the location(s) noted on the face of this Work Order and subsequent Change Orders where ES services are to be performed, including, property affected by the Condition(s) of others.

License: Permission given by Customer authorizing OP-TECH to enter upon Customer's property for the purpose of administering the ES and all other incidental purposes.

Business day: means Monday through Friday, except for federal or state holidays.

Acceptance of Agreement

Customer may choose to accept this Agreement verbally or to verbally authorize OP-TECH to initiate ES. In that event, Customer specifically agrees that verbal acceptance or authorization to initiate ES shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Work will be initiated within ten (10) business days of receipt of Customer's written or verbal authorization. OP-TECH will proceed with ES as quickly and efficiently as weather and Work Site conditions, and available supplies, equipment and materials permit.

OP-TECH shall be responsible for:

The proper disposal and transport of all materials removed from the Work Site by OP-TECH or at OP-TECH's direction by haulers selected and engaged by OP-TECH in accordance with current regulatory requirements and procedures.

The ES related health and safety of OP-TECH's employees, including OP-TECH's subcontractors of every tier.

Complying with Customer's health and safety rules and procedures provided that they are supplied to OP-TECH by Customer prior to the commencement of ES.

Complying with any special conditions identified and agreed to by Customer and OP-TECH on the face of the Work Order.

Providing adequate numbers of appropriately trained and skilled workers and supervisors to accomplish the ES in a timely basis.

Performing ES in an effective and workmanlike manner using first class new materials, and exercising due care and diligence under all the circumstances.

Damage to, but not the loss of use of, Subsurface Structures accurately located and characterized by Customer or others prior to OP-TECH's commencement of any drilling or other excavation.

Providing reasonable insurance coverage for OP-TECH's activities and operations.

Requiring any subcontractors hired by OP-TECH to provide OP-TECH with a certificate of insurance, and if requested by Customer, name Customer as an additional insured on subcontractors' policies of automobile, general liability and excess liability insurance.

Securing Customer's prior authorization for any Additional Services, and any related costs and expenses, not contemplated within and/or in excess of the amount noted on the face of this Work Order, except and unless (1) the situation in OP-TECH's reasonable judgment requires immediate action to (a) protect Customer from additional expense, (b) prevent the worsening of environmental contamination or the imminent threat thereof, or (c) comply with applicable Law, and (2) Customer's authorized representative is not immediately available. OP-TECH will notify Customer of action taken or additional costs incurred within 24 hours of initiating such action and will submit a Change Order within 5 business days of commencing any Additional Services specifying the Additional Services to be performed, the time required, and the estimated cost thereof.

OP-TECH is *not* responsible for:

Any Costs, Losses or delays resulting from events, conditions or occurrences beyond OP-TECH's reasonable control.

For any person's inability to use or occupy the Work Site or any property affected by the ES or condition of the Work Site.

For Customer or Customer's director, officers, employees or agents, successors or assigns willful misconduct, negligent acts, errors or omissions, or violations of Law.

The Injury of any person not directly caused by OP-TECH's willful misconduct, negligent acts, errors or omissions, or violations of Law.

Damage caused to Customer's property or the property of others as a result of OP-TECH's work, except to the extent and proportion that such damage was directly caused by OP-TECH's willful misconduct, or gross negligence.

Customer and OP-TECH mutually agree to the following:

Compliance with Law. OP-TECH shall comply with those federal, state and local laws, codes, standards, statutes, and regulations applicable at the time OP-TECH prepared the scope of services included in this Work Order. This provision does not absolve Owner from complying with all applicable federal, state and local environmental laws, codes, standards, statutes, and regulations, including but not limited to any legal obligation applicable to or imposed upon Owner to notify and/or confer with governmental or public agencies. In the event that OP-TECH becomes aware of any changes in such laws, statutes, standards, statutes, or regulations, and if OP-TECH reasonably believes such changes affect the ES, OP-TECH shall inform Customer of such changes and the impact abiding by them may have on ES already performed or to be performed, the fees and costs involved, and scheduling. If either Customer or OP-TECH believes a change requires re-negotiation of this Work Order, both Customer and OP-TECH shall negotiate promptly and in good faith. If a re-negotiated Work Order cannot be developed, Customer shall give OP-TECH the right to terminate this Work Order without penalty or cause. Customer shall, to the fullest extent permitted by law, waive any claim against OP-TECH arising from OP-TECH's alleged failure to abide by federal, state or local laws, codes, standards, statutes, or regulations that were not in effect or publicly announced at the time OP-TECH otherwise would have incorporated their intent into OP-TECH's services.

Fines. Customer shall pay any fines, penalties or other sums resulting from violation of, or failure to comply with any laws, codes, standards, statutes, regulations, or administrative or judicial order, unless otherwise provided on the face of this Work Order.

Customer Representative. Customer shall provide all criteria and full information about the Work Site, including Customer's requirements for the project, any Conditions, present and past activities engaged in, and the substances and materials known or likely to be encountered; designate any persons to act with authority of Customer and provide OP-TECH continuing access to Customer or Customer's representative; Customer or Customer's representative shall examine and respond promptly to OP-TECH's inquiries and submissions.

Project Review. Customer or Customer's representative shall promptly initiate a review of the project with OP-TECH or OP-TECH's representative at the conclusion of ES in order to identify in writing any incomplete, defective or unsatisfactory service. OP-TECH in turn will respond within a reasonable time thereafter.

Waste Profile Sheet. Prior to the time of shipment and/or loading, Customer shall sign a Waste Profile sheet with approval by a disposal facility in advance of scheduling the ES. Customer shall also sign waste shipping papers at the time of shipment (prior to loading). Such papers shall also include a separate shipping paper for disposal of any truck wash waste.

Discovery of Unanticipated Conditions. If during the performance of ES, OP-TECH discovers: (1) Subsurface or other latent physical conditions at the Work Site which differ materially from those indicated in this Agreement; or (2) Unknown physical conditions at the site, including but not limited to any non-hazardous or hazardous materials and/or substances, which differ materially from those ordinarily encountered or could not have been reasonably anticipated at the commencement of this Agreement, OP-TECH shall notify Customer as soon as is practically possible.

OP-TECH and Customer agree that the discovery of such latent, unknown, or unanticipated conditions, materials or substances constitutes a changed condition requiring a re-negotiation or termination of this Agreement. Both Customer and OP-TECH agree to negotiate promptly and in good faith. If a re-negotiated Work Order cannot be developed, Customer shall give OP-TECH the right to terminate this Work Order/Agreement without penalty or cause. In the event of a termination, OP-TECH shall be paid for all ES performed up to the termination date.

Extension of Time. Except as otherwise expressly provided in the Work Order, if OP-TECH, through causes, conditions, or events beyond its control, has been delayed in the performing of ES and as a result will be unable to complete the ES fully and satisfactorily within the time fixed therefore, OP-TECH will be granted an appropriate extension of time by Customer pursuant to a Change Order negotiated by Customer and OP-TECH in good faith.

Subsurface Structures. Customer will furnish to OP-TECH any and all information available identifying the type and location of Subsurface Structures at the Work Site. OP-TECH will also use reasonable diligence to identify and contact the local Underground Facilities Protective Organization or equivalent for the same purposes described herein prior to commencement of any drilling or other excavation.

OP-TECH is not responsible for any Losses from, Damage to, or Loss of use of, any Subsurface Structure not accurately located and/or identified by Customer or others as requiring special protection (at Customer's additional cost). OP-TECH's only obligation with respect to Subsurface Structures is to use reasonable care under the circumstances when excavating in or near locations identified by Customer or the local Underground Facilities Protective Organization or equivalent, if any.

Cross-Contamination. Customer acknowledges and understands that sampling may result in unavoidable cross-contamination of certain subsurface areas, such as aquifers, underground streams, or other hydrous bodies not previously contaminated. Because OP-TECH cannot totally eliminate the risk despite the use of due and reasonable care, and because sampling is an essential element of OP-TECH's services indicated herein, Customer shall, to the fullest extent permitted by law, waive any claim against OP-TECH arising from cross-contamination allegedly caused by OP-TECH sampling.

Consequential Damages. EXCEPT WHERE OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER OP-TECH NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THIS FAULT; OR WHETHER IT WAS COMMITTED BY OP-TECH OR CUSTOMER, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER CAUSE OF ACTION.

Indemnity. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless OP-TECH from any claim or liability for injury, damage and/or loss not directly caused by OP-TECH's willful misconduct, negligent acts, errors or omissions, violations of law, or breach of this Agreement.

OP-TECH shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Customer from any claim or liability for injury, damage and/or loss arising from OP-TECH's willful misconduct, negligent acts, errors or omissions, violations of law, or breach of this Agreement.

Customer shall also reimburse OP-TECH for any and all expenses incurred by OP-TECH in defense of any such claim, including but not limited to, staff costs, reasonable attorneys' fees and expenses incurred in the preparation of documents and testimony by OP-TECH, when such expenses (including staff costs and reasonable attorneys' fees) are not necessitated by a claim of OP-TECH's willful misconduct, negligent acts, errors or omissions, violations of law, or breach of this Agreement.

Insurance. Customer shall require any party hired by Customer to provide services or materials at the Work Site to provide OP-TECH with a certificate of insurance naming OP-TECH as an additional insured on their policies of automobile, general liability and excess liability insurance.

Access. Customer hereby grants a License to OP-TECH over Customer's property (including utilities located thereon) for the purposes related to this Agreement. Customer further grants to OP-TECH a right of way to and over Customer's property. Customer's License to OP-TECH survives termination of this Agreement for any reason and such License shall continue for a reasonable period of time for the purpose of allowing OP-TECH to remove its equipment and all other property from the Work Site.

Modification. Except where otherwise provided in this agreement, no terms, conditions, prior Work Orders, Change Orders or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing signed by representatives of both parties authorized to amend this Agreement. In the case of emergency situations however, oral modifications mutually agreed to by Customer and OP-TECH shall be binding and effective as against all parties up and until such modifications are subsequently memorialized in a written Change Order or other writing. Failure of Customer or Customer's authorized representative to sign and

submit such Change Order or writing to OP-TECH shall not negate or otherwise affect the validity or enforceability of such oral modifications.

No Waiver. No waiver by OP-TECH or the Customer of any breach of any term or condition in this Agreement shall operate as a waiver of any subsequent breach of any other term or condition of this Agreement.

Force Majeure. OP-TECH shall be excused for the period or periods of delay in completing the ES or any phase thereof, or in the performance of any of OP-TECH's obligations hereunder when delayed, hindered or prevented from so doing by any cause or cause beyond OP-TECH's reasonable control, including but not limited to, all delays caused by Customer, labor disputes, riots, civil commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, inability to obtain any materials or services, fire or other casualties, or acts of God/Nature.

Severability. If any aspect, section, portion or subsection of this Agreement shall be determined to be unenforceable or invalid, it shall not affect the remainder of this Agreement, which shall be and remain binding and effective as against all parties.

Choice of Law. This Agreement shall be governed by the laws of the State of New York. The parties agree that the exclusive jurisdiction for all actions or claims which may arise under, in relation to, or as a result of this Agreement, or its termination, shall be in the state and/or federal courts located in Onondaga County, New York.

Assignment. No assignment of rights or delegation of duties, in whole or in part, may be permitted by either party without the prior written consent of the other party, provided that OP-TECH may engage such subcontractors to assist OP-TECH as OP-TECH deems necessary and appropriate, to be determined in OP-TECH's sole discretion.

Termination. The term of this Agreement shall continue from the date it is fully executed until the completion of the ES or earlier termination by either party on at least three (3) business days prior written notice. All ES performed by OP-TECH prior to the effective date of termination shall be deemed to have been performed during the term of this Agreement. In the event of a termination by Customer, OP-TECH shall be paid for all ES performed up to the notice of termination date.

Notice of Claim. As a condition precedent to the commencement of any action or special proceeding against OP-TECH, Customer shall provide OP-TECH with a written notice of claim specifying the grounds upon which the claim will be based. In addition, such notice shall: (a) reasonably identify the contract; (b) identify the date, duration, and nature of any breach or default, actual or suspected, including the nature of any damage, injury, and/or loss; and (c) estimate or state the damage amount and how it was calculated. After such notice of claim is served and prior to the commencement of any action or special proceeding against OP-TECH, Customer will give OP-TECH two (2) business days in which to correct or diligently commence and pursue correction or cure of such breach or default described in the notice of claim. Customer's payment for services rendered after such notice is given shall be taken to mean that Customer is satisfied with OP-TECH's services.

Litigation Costs. If any claim is made or legal action or proceeding is commenced concerning issues arising out of the performance or nonperformance of this Agreement by either party against the other, the non-prevailing party will pay the prevailing party's expenses of litigation, including reasonable attorneys' fees. If either party fails to promptly pay the other's invoiced costs and expenses, the non-prevailing party agrees to pay the prevailing party's reasonable collection expenses, including attorneys' fees. This provision shall have no applicability or binding effect if such legal action or proceeding is resolved by means of settlement.

Payment. Customer shall pay OP-TECH in full for all services properly rendered under this Agreement upon receipt of each of OP-TECH's invoices unless specific credit arrangements are agreed to prior to the commencement of ES and are noted on the face of this Work Order. Invoices shall be rendered bi-weekly and/or at the conclusion of ES.

OP-TECH's acceptance of any payment or partial payment for services rendered shall be done without prejudice to any further rights or remedies OP-TECH may have, including but not limited to the collection of any additional monies owed to OP-TECH.

If OP-TECH's proper invoice is not paid within ten (10) days of when due, Customer agrees that OP-TECH will have the right, without further notice, to terminate OP-TECH's services until all past due and outstanding amounts are paid and OP-TECH receives adequate assurance of Customer's prompt future payment.

Payment received more than 30 days past due subject to interest charges of 1.5% per month. Amounts paid will be credited first to accrued interest, then to the oldest unpaid balance.

Reimbursable Expenses. Customer shall reimburse OP-TECH at total cost for those expenses outside of the scope of the proposed ES and/or the Work Order, together with any subsequent Change Orders. Such expenses and fees will appear on OP-TECH's invoice(s) to Customer. Such expenses include, but are not limited to, the following items:

Reproduction of plans, specifications and other documents outside the scope of this Work Order requested by Customer, excluding documents reproduced for use by OP-TECH and any of its agents.

Out of scope permit application and filing fees advanced by OP-TECH.

If the services covered by this Agreement are subject to local, state or federal taxes, fees or surcharges, such additional costs will be charged to the project.

Mobilization and de-mobilization expenses incurred as a result of work stoppages exceeding 3 days not directly caused by OP-TECH.

Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, understandings and writings whether oral or written between the parties relating to the subject matter of this Agreement. There are no oral agreements in connection with this Agreement.

____ Initialing this line will serve as acknowledgment that your company requires to be named as Additionally Insured pursuant to OP-TECH's General Liability Insurance Policy.

Should this quotation meet with your approval, please sign the authorization and return original document via fax or regular mail.

Authorization

If the Proposal is understood and accepted, please sign both copies and return one to OP-TECH. By accepting the Client authorizes OP-TECH to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days.

Name (print) _____ Signature _____.

Title _____ Date _____.

February 8, 2012

Proposal: AMEC.004

Mr. Charles Staples
AMEC
511 Congress Street Suite 200
Portland, ME 04101

Re: Drum Removal & Disposal
1600 Penfield Road
Penfield, NY

Dear Mr. Staples:

Sun Environmental Corp. (Sun) is pleased to present this proposal for services related to the transportation and disposal of eleven (11) drums at the above address. This proposal shall serve to detail the proposed scope, assumptions, exclusions and estimated costs of the project based on the information provided by the Owner's representative.

SCOPE

Mobilize to the site sufficient labor, equipment and materials to perform the scope of work as qualified below:

Task 1: Carriage Cleaners Drum Transportation & Disposal

- Schedule site visit for material pick up.
- Confirm drums are DOT shippable, prepare and load containers for transportation according to NYSDOT regulations.
- Transport the containers via New York State Department of Environmental Conservation (NYSDEC) part 364 permitted vehicle to a disposal facility for processing.
- Provide shipping and disposal documentation shortly after the close of the project.

ASSUMPTIONS AND/OR EXCLUSIONS

- This proposal is exclusive of New York State sales tax. Sales tax will be applied to the final invoice should a valid, project-specific tax-exempt certificate not be provided to Sun.
- Sun will have free and ready access to the work site and a staging area for the equipment and materials. Additional drums will be accessible to the box van.
- This proposal assumes Level D PPE will be sufficient for the work scope.
- Delays of the project due to no fault of Sun may result in additional charges.
- **Drums not DOT shippable will need to be over-packed. If over-packing drums is required, an additional \$160.00 per drum will be charged.**

- Disposal pricing is based on all waste materials being as presented by the Owner. In the event that off-spec charges are levied from the disposal facility, additional charges will be forwarded to Owner representative.

ESTIMATED COSTS

Based on the information provided by the Owner's representative, Sun shall perform the above scope of work consistent with the cost estimate defined below:

Item No.	Description	Quantity	Units	Unit Rate	Extended Costs
1	Provide labor, equipment and materials for transportation and disposal of material as described above.	1	LS	\$4,430.00	\$4,430.00
Estimated Project Total					\$4,430.00

Thank you for calling on Sun Environmental Corp. and providing this opportunity. Should you have any questions please contact me directly at 315-218-6995.

Sincerely,

Sun Environmental Corp.



Matthew A. Notaro
President

AUTHORIZATION

If the Proposal is understood and accepted, please sign and return a copy to Sun Environmental Corp. along with any additional reference documentation such as a purchase order. By accepting this proposal the Client authorizes Sun to commence the services as described above. This proposal is valid for a period of thirty (30) days and payment is required monthly upon project completion.

Authorized Signature

Printed Name

Title

Date

From: Lisa Lewis
To: Staples, Charles
CC: Hausamann, Eric; Pickett, Jeffrey
Date: 5/4/2011 10:40 AM
Subject: Re: Off-Site Carriage Cleaners - C828131A - Mitigation Tech approval

Hi Chuck-

Thank you for the complete and concise bid package. Mitigation Tech is approved for SSDS Installation on the Off-site Carriage Cleaners work assignment (D004434-36).

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601
Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

>>> "Staples, Charles" <CRStaples@mactec.com> 5/4/2011 9:36 AM >>>
Lisa,

Please see the attached letter requesting the approval to use Mitigation Tech for the installation of sub-slab depressurization systems at the Off-Site Carriage Cleaners Site.

Thanks,

Chuck

Charles Staples
MACTEC Engineering and Consulting, Inc.
511 Congress Street
Portland, Maine 04101
Tel. 207-828-3571 Fax. 207-772-4762

The message is ready to be sent with the following file or link attachments:

SSD_bids.hwC828131A.2011-5-4.SSD systems recommendation.pdf



engineering and constructing a better tomorrow

May 4, 2011

New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, New York 12233-7014

Attention: Ms. Lisa Lewis

Subject: **Remedial Investigation Feasibility Study Off-Site Carriage Cleaners**
Site No. C828131A - WA # D004434-36
MACTEC Engineering and Consulting, P.C., Project No. 3612102168

Dear Ms. Lewis:

MACTEC is providing information for 'Placeholder' costs for subcontractors to perform work at the Off-Site Carriage Cleaners Site Work Assignment (WA) D004444-36 (Site #C828131A). The subcontracted work is for "Sub-Slab Depressurization Systems" that was previously approved as a placeholder in WA D004434-36 2.11 (F) under Task 5 – IRM - Sub-Slab Depressurization Systems.

MACTEC sent a request for proposals (RFP) and received responsive quotes from three firms for the installation of sub-slab depressurization (SSD) systems in April 2011. The scope of work includes the anticipated installation of three SSD systems to depressurize sub slab soils at six condominium units. The following is a summary of the price quotes received:

<u>FIRM</u>	<u>QUOTE</u>
Mitigation Tech	\$7,100
Geologic, NY	\$13,050
Aztech (WBE)	\$23,331

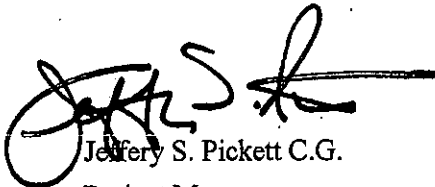
Based on these costs, as well as discussions with the three bidders, MACTEC recommends Mitigation Tech for this work. Backup is included in Attachment A (A.1 includes the Subcontractor Certification Form, A.2 includes the subcontractor bids).

May 4, 2011

We appreciate the continued opportunity to support the NYSDEC with this project. Please let us know if you have any questions or need any additional information.

Sincerely,

MACTEC Engineering and Consulting, P.C.

A handwritten signature in black ink, appearing to read 'J. Pickett', with a long horizontal stroke extending to the right.

Jeffery S. Pickett C.G.
Project Manager

A handwritten signature in black ink, appearing to read 'C. Staples', with a long horizontal stroke extending to the right.

Chuck Staples
Site Manager

Enclosures

cc: File 1.5.2
Eric Hausamann

ATTACHMENT A

SUBCONTRACTOR CERTIFICATION FORM AND QUOTES

ATTACHMENT A.1

SUBCONTRACTOR CERTIFICATION FORM

**New York State
Department of Environmental Conservation
Division of Environmental Remediation**

Subcontract Certification

On behalf of the Contractor named below, I hereby certify that the subcontract named below was procured in accordance with the terms of the prime contract and all applicable requirements of the State of New York. I also hereby certify that the executed subcontract includes all appropriate language and all required documents were completed appropriately and were acceptable. Specifically, I hereby certify the following:

1. The Contractor has determined that the subcontractor is qualified. A statement of qualifications for the subcontractor is maintained. It does include a statement of compliance with all licenses, certifications and permits, if applicable. (Note: For laboratories, this can be determined at: <http://www.wadsworth.org/labservices.htm>).
2. The Contractor has determined the costs are reasonable. A procurement record supporting the determination is maintained.
3. The Contractor performed a Conflict of Interest (COI) check, if applicable, and documented it in writing. (Refer to Appendix B, clause III (e) for applicability. (Note that for standby subcontractors, the COI certification must be submitted to the project manager upon activation.)
4. For subcontracts in excess (or anticipated to be) of \$10,000 the subcontractor submitted an acceptable New York State Uniform Contracting Questionnaire. For subconsultants in excess (or anticipated to be) of \$10,000 the subconsultant submitted an acceptable New York State Vendor Responsibility Questionnaire. (Information related to vendor responsibility can be found at <http://www.osc.state.ny.us/agencies/gbull/q221.htm>.)
5. The subcontract includes pass down requirements from Appendix B of the prime contract related to Minority and Women Business Enterprises/WBE and Conflict of Interest (COI).
6. The Subcontract includes the termination clause required in the prime contract.
7. The subcontract does not include "pay if paid" type clauses which are unenforceable in New York State.
8. Insurance carriers associated with the subcontract are licensed to do business in New York State. The State of New York and the Department of Environmental Conservation are named as additional insurers on the policies. Insurance limits meet prime contract requirements. (Note that licensed insurance can be determined at: <http://www.ins.state.ny.us> and Best's Rating can be determined at <http://www.ambest.com>). Pollution liability insurance (for example, drilling subcontractors) and professional liability insurance (for example, subcontracts for professional services and laboratories) is included as appropriate.
9. Documentation supporting this certification is maintained and will be provided within 10 days of any request.



Signature of Contractor's Authorized Representative

MACTEC
Contractor Name

5/4/2011
Date

D004434-36
Contract No. WA No.

Mitigation Tech
Subcontractor Name

3/2/07

ATTACHMENT A.2

SUBCONTRACTOR QUOTES

mitigation tech *vapor intrusion specialists*

April 28, 2011

Mr. Charles Staples
MACTEC Engineering and Consulting, Inc.
511 Congress Street
Portland, Maine 04101
Via email: CRStaples@mactec.com

Re: Preliminary Work Plan for
Sub-slab Depressurization System Construction
Carriage Cleaners, Penfield NY
Site Number C8-28-131A

Dear Mr. Staples,

For you review and comment, we submit the following preliminary work plan:

1.0 Introduction

This document presents a Work Plan for an Interim Remedial Measure (IRM) that will be implemented at the subject site. Soil vapor containing chlorinated volatile organic compounds has been detected at this site. The IRM will consist of the installation and operation of sub-slab depressurization systems (SSDS) that are designed to mitigate the migration or potential migration of sub surface vapors into the building interiors. The SSDS are intended to protect the occupants of the buildings and are not intended to remove or diminish the source of the contamination. After start-up, demonstration of SSDS effectiveness will be confirmed and thereafter, periodic maintenance and monitoring will be performed.

2.0 Objectives

This work plan was developed in general accordance with the NYS DOH document, "Guidance for Evaluating Soil Vapor Intrusion in the State of New York, October 2006".

The objective of each SSDS is to achieve and maintain a minimum negative pressure differential of .025 inches of water column (wci) below all concrete slabs which function as boundaries between sub-slab space and occupied interior space. Once the SSDS have been installed, testing will be performed to determine the extent of the pressure field and results will be presented for review. Post installation air sampling will be conducted by others in a manner and frequency to be determined.

3.0 Work Plan Design and Specifications

3.1 Overview

Work descriptions are based on certain assumptions identified herein and are subject to modification based on further field observations and measurements before and during construction. In the interest of achieving efficiency of design and optimized cost, this Work Plan is presented on a Design/Build basis which allows for adjustment to quantity and type of system components. This provides optimal cost and design efficiency, informed by predictive analysis of data continuously obtained and easily modifiable in the field, so that the owner's value is maximized as objectives are being met.

3.2 Predesign Communication Testing

- Building/visual inspection of the structure to determine conditions which may affect the design of the SSD systems and any future upgrades
- Examine the floor surfaces for material defects and potential leaks that would diminish the effectiveness of the SSD system
- Perform backdraft testing
- Temporarily seal perimeter gap and sump crock
- Drill 5" core boring into the concrete and create a cavity in the sub-slab material at likely suction point location; apply a known vacuum to potential suction point
- Make differential pressure measurements (using a digital manometer) at various neighboring test points to estimate the expected radius of influence for suction point.
- All test holes will be repaired with urethane caulk (MSDS available) applied over a closed cell backer rod, or with mortar
- PID monitoring device use during all slab drilling
- Evaluation of sub-slab air communication data obtained per above procedure
- Professional design analysis to optimize fan and piping configuration and to minimize disturbance to existing or planned interior improvements and operation
- Prepare and submit a work plan in accordance with NYS DOH Guidance Document on Mitigation of Soil Vapor Intrusion and with the general requirements of the supervising engineer and client

3.3 Scope of Work

The Scope of Work is to furnish and install independent single or multi-point active sub-slab depressurization systems at designated locations in the existing building on a design/build basis. The Scope of Work is based on the minimum construction necessary to achieve the design objective of furnishing a minimum .025 wci pressure differential at all areas of the sub -slab. Additional measures may be required and these would be most effectively determined during the construction process.

Furnish and Install:

- Professional design and supervision
- Final placements of all components subject to approval by client.
- Final quantities of all components subject to continuing field measurements during construction – although design is informed by air communication testing and site assessment, final configuration subject to modification
- Obtain permits as required

- Preliminary system configuration - (1) RADONAWAY RP-265 in-line fan (150w continuous duty), sidewall exterior mount, to provide sub-slab depressurization via 4" schedule 40 PVC pipe to roof exhaust
- Electrical weatherproof conduit from fan housing to electrical junction box supplied by others at other's expense; trim-out wiring and electrical connection with switch
- (1) Suction point as follows: connection via 4" Schedule 40 PVC pipe, surface mount at designated columns, to cavity in sub-slab, with urethane and/or masonry seal; access hole to suction cavity by 5" core drill; suction cavity to consist of approximately 144 cu. in. excavated material in sub-slab; in vicinity of drain tile
- (1) U-tube vacuum indicator on vertical pipe run, one per fan
- Urethane sealant at slab joints, cracks and penetrations to prevent "short circuiting" of pressure field
- At completion, perform backdraft testing, measure pressure differentials and document; label components and provide system description and operational instructions
- Consult with client engineering representatives to develop operation, maintenance and periodic inspection plan
- Two year warranty; labor and installed components; although system design is informed by field air communication testing and is based on achieving a sufficient pressure differential, no specific warranty of effectiveness is provided – effectiveness shall be determined by continuing field measurement provided by others

3.4 Post Installation Pressure Field Extension Testing

A digital micromanometer will be used to measure pressure differentials and values will be recorded on a floor plan. All test holes will be repaired with urethane caulk (MSDS available) applied over a closed cell backer rod. Smoke tubes will be used to identify floor cracks and other openings to the sub-slab that could "short circuit" the pressure field. Backdrafting testing will be performed.

3.5 System Operation Following Power Loss

The systems will restart automatically after power restoration.

3.6 General Work Plan Provisions

- Daily tailgate meeting for safety review
- Hazwoper trained personnel to perform drilling operations
- PID monitoring during all drilling procedures and to monitor exhaust from open holes in slab
- Tool and materials to be staged from on-site vehicles
- Level 4 PPE for on site personnel
- Procedures to follow site specific HASP
- Daily work sequence:
 1. Arrival
 2. Final site assessment
 3. Safety Review
 4. Work Plan review
 5. Staging – equipment and materials
 6. Execute work plan
 7. Site restoration
 8. Site clean up
 9. Departure

3.7 IRM Construction Completion Report

At conclusion of construction, a Construction Completion Report (CCR) will be submitted. This report will include an as-built drawing, showing SSDS locations and components. The CCR will include measurements of created sub-slab to ambient air static pressure differentials, detailed descriptions of SSDS components, and post-installation sampling results.

An Operations, Maintenance, and Monitoring (OM&M) Plan will be submitted with the CCR. The OM&M Plan will be provided to the owner and occupants to facilitate their understanding of the system's operation, maintenance and monitoring. The OM&M Plan will include the following:

- a description of the SSDS Installed and its basic operating principles, with diagram;
- how the owner or tenant can check that the SSDS is operating properly;
- how the SSDS will be maintained and monitored and by whom;
- a description of long-term reporting and annual SSDS certification requirements;
- a list of appropriate actions for the owner or tenant to take if a SSDS warning device (manometer) indicates system degradation or failure;
- a description of the proper operating procedures for the SSDS, including manufacturer's operation and maintenance instructions and warranties; and
- contact information if the owner or tenant has questions, comments, or concerns.

3.8 Maintenance and Monitoring

Future monitoring will be proposed to monitor system communication via differential pressure measurements. The monitoring will be performed annually until a less-frequent monitoring frequency is approved. This routine monitoring will include:

- visual inspection of the equipment and piping;
- inspection of exhaust points to verify that no air intakes have been located nearby;
- identification and subsequent repair of any leaks;
- audible operational status check of vent fans;
- damper adjustments as required to balance parallel branches of system;
- measurement of differential pressure between the indoor air and the sub-slab to ensure a lower pressure is being maintained in the sub-slab relative to indoor ambient, as indicated by the pressure gauge on the fan suction pipe.

In addition, non-routine maintenance may be conducted should it appear that the SSDS has reduced its effectiveness due to malfunction, renovation, or other unplanned circumstance. Examples of such circumstances include the following:

April 28, 2011

Page 5

- the building's owner or tenants report that a warning device indicates that the SSDS is not operating properly;
- the system is accidentally damaged;
- the building has undergone renovations that may reduce the effectiveness of the system.

The SSDS will be operated until such time as permission in writing is received from NYSDEC to terminate operation of the system and remove the equipment.

3.9 Schedule

It is anticipated that work can be completed within fifteen days of receipt of order.

3.10 Discharge Permitting

It is understood that an air discharge permit to discharge treated vapors will not be required. It is further understood that all discharges will be direct to the atmosphere and that a Community Air Monitoring Plan is not required.

3.11 Health and Safety Plan

Mitigation Tech has prepared a Health and Safety Plan (HASP) for personnel who will be involved with the construction at this Site.

End of Work Plan

MITIGATION TECH, INC.

Nicholas E. Mouganis

Qualifications

NEHA NRPP ID certification #100722 RMT (mitigation)

NYS Listed for Radon Mitigation

AARST Membership

Installers are HAZWOPER and OSHA trained

20 years direct experience in Soil Vapor Intrusion Mitigation

Over 8,000,000 square feet accumulated depressurized sub-slabs

Over 3,000 completed work sites since 1991

Extensive experience with high suction fans (to 50 wci) and manifolded SSD systems

Expertise in ASTM E-2121-03 and NYS DOH VI Guidance

Comprehensive Insurance

- \$5,000,000 General Liability
- \$2,000,000 Pollution Liability
- \$2,000,000 Professional Liability
- \$1,000,000 Automobile Liability
- Statutory Worker's Comp

55 SHUMWAY ROAD, BROCKPORT, NEW YORK, 14420 * OFFICE/FAX 585-637-7430

Staples, Charles

From: Nick Mouganis [nmouganis@mitigationtech.com]
Sent: Tuesday, May 03, 2011 11:39 AM
To: Staples, Charles
Subject: Re: Penfield SSD systems

Chuck,

Please use these numbers:

Item 1 - \$1700.00 = \$1700.00

Item 2 -@ \$1600.00 = \$4800.00

Item 3@ \$200.00 = \$600.00

Total - \$7100.00

Basis is certain favorable work site conditions which I will list shortly. (for example, not removing temporary perimeter seal)

Thanks

Nick Mouganis, Mitigation Tech



GeoLogic NY, Inc.

P.O. Box 350 • 37 Copeland Ave. • Homer, NY 13077 • 607.749.5000 • Fax: 607.749.5063

SUB-SLAB DEPRESSERIZATION SYSTEM

Date: April 28, 2011

To: Charles Staples
MACTEC Engineering and Consulting, Inc.
511 Congress Street
Portland, ME 04101

Fax: 207-772-4762

Project: Off-Site Carriage Cleaners Sub-Slab Depressurization Systems
Penfield, NY

Scope of Work:

GeoLogic NY, Inc. will provide the personnel, equipment, and materials necessary to complete the project as per your request.

MACTEC Engineering and Consulting, Inc. will be responsible for obtaining access to the site.

Costs:

See the attached completed Bid Form.

Submittals:

Preliminary Work Plan, attached.

Preliminary Work Schedule attached.

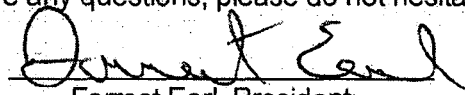
Health and Safety Plan delivered prior to start of work.

Final Work Plan and Schedule delivered prior to start of work.

Final Documentation delivered with 30 days of project completion.

This quotation is valid for 60 days. If this proposal is acceptable, please sign below and return a copy for our records. If you have any questions, please do not hesitate to call.

GeoLogic NY, Inc.


Forrest Earl, President

File: proposal\jam\MACTEC - Carriage Cleaners SSDS

ACCEPTED BY: _____
(Signature)

DATE: _____

(Print Name)

If project owner is non-taxable we are required by the NYS Dept. of Taxation and Finance to request a completed tax exemption certificate

Preliminary Work Plan:

❖ Back draft testing:

- The exposed gap between the floating floor and the basement wall in the unfinished portion of the basement will be sealed with a self – leveling sealant. If the gap is greater than one half of an inch a backer will be placed in the gap prior to sealing. If it is required to seal the gap behind finished walls, exposing the gap will be performed by the owner.
- The sump pit will be temporarily sealed with plastic and tape.
- Cracks which may pose air leakage will be sealed.
- Any utility holes will be temporally sealed.
- A 4" diameter hole will be cored through the basement floor and the shop vac vacuum hose will be inserted in the cored hole and sealed to the floor. The exhaust of the shop vac will exit the house through the dryer vent opening.
- Once the above is completed the back draft and communication test will start and be performed as per the Scope of Work.

❖ SSDS Installation:

Materials: HP220 Fantech Blower – see attached specification sheet.
 On–Off Switch
 Condensate Drain
 Sump Lid – Clear Lexan
 Manometer Gauge

- Utilizing the hole that was cored through the basement floor for the back draft test as the extraction point for the SSDS, a 4" diameter schedule 40 PVC pipe will be inserted and sealed to the floor. The pipe will extend above the outside ground surface where pipe will penetrate the basement wall. Once the pipe is outside the blower (Fantech HP220) it will be fitted (in the vertical position) to it. The effluent pipe from the blower will be extended vertically above the roof line. An on–off switch for the blower will be placed in the basement. It is our understanding that a dedicated circuit for the SSDS will be installed by others. The sump pit will be sealed with a Lexan plate that will accommodate the sump pump piping.
- Back draft and communication testing will be conducted once the blower is operational.

Preliminary Work Schedule:

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 37
Visual Inspection								
Back Draft Testing								
Sealing								
SSDS Installation								
Final Documentation								

Radon Mitigation

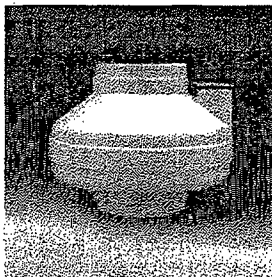
» Residential » Radon Mitigation

HP Series Radon Fans



What is Radon? Radon is a cancer-causing natural radioactive gas that you can't see, smell or taste. In today's better insulated homes, Radon can accumulate and be a danger to your family's health. According to the EPA, Radon is the leading cause of lung cancer among non smokers and is the second leading cause of lung cancer in America. Over 20,000 die annually from the effects of Radon.

Test Your Home for Radon. It's easy and inexpensive. Test kits are available at a number of locations in your local area. If you have trouble finding one, contact your local EPA office. If the Radon level in your home is 4 pCi/L or more, contact a local Radon Mitigator. These trained professionals can help you solve your problem quickly and effectively with Fantech Ventilation Fans. For more information on Radon gas, visit www.epa.gov/radon (Environmental Protection Agency) or www.aarst.org (American Assoc. of Radon Scientists and Technologists).



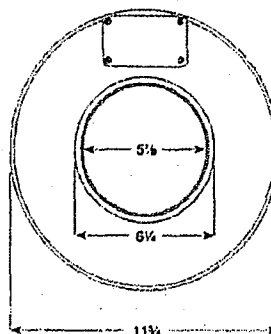
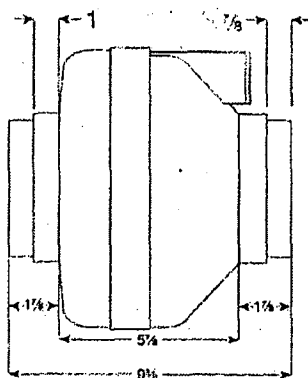
HP220

Excellent choice for systems with elevated radon levels, poor communication, multiple suction points and large subslab footprint. Replaces FR 175.

Fans are attached to PVC pipe using flexible couplings.

For 4" PVC pipe use Indiana Seals #156-64, Pipeconx PCX 56-64 or equivalent.

For 3" PVC pipe use Indiana Seals #156-63, Pipeconx PCX 56-63 or equivalent.



Product Series

Select Product Series

Radon Mitigation Downloads

HP2133/HP2190, HP175/HP190, HP220, FR Series

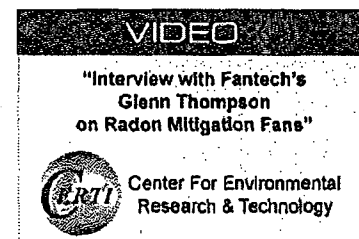
[Radon Professional Brochure](#)

[HP/FR Radon Fans Installation](#)

HP190SL

[HP190SL Spec Sheet](#)

[HP190SL Installation](#)



Video provided by the Center For Environmental Research and Technology

HP Performance Data

Fan Model	Volts	Wattage Range	Max. Amps	CFM vs. Static Pressure in Inches W.G.								Max. Ps
				0"	0.5"	0.75"	1.0"	1.25"	1.5"	1.75"	2.0"	
HP2133	115	14-20	0.17	134	68	19	-	-	-	-	-	0.84
HP2190	115	60-85	0.78	163	126	104	81	58	35	15	-	1.93
HP175	115	44-65	0.57	151	112	91	70	40	12	-	-	1.66
HP190	115	60-85	0.78	157	123	106	89	67	45	18	1	2.01
HP2220	115	85-152	1.30	344	260	226	193	166	137	102	58	2.46

Fantech HP Series Fans Meet the Challenges of Radon Applications

HOUSING

- UV resistant, UL listed durable plastic
- UL Listed for use in commercial applications
- Factory sealed to prevent leakage
- Watertight electrical terminal box
- Approved for mounting in wet locations - i.e. Outdoors

MOTOR

- Totally enclosed for protection
- High efficiency EBM motorized impeller
- Automatic reset thermal overload protection
- Average life expectancy of 7-10 years under continuous load conditions

RELIABILITY

- Five Year Full Factory Warranty
- Over 1,000,000 successful radon installations worldwide



Radon Professional Brochure

HP/FR Radon Fans Installation

U.S.

10048 Industrial Blvd
Lenexa, KS 66215

Customer Service:

Phone: 800-747-1762; 913-752-6000

Fax: 800-487-9915; 913-752-6466

Hours: Monday through Friday

8:00 AM to 5:00 PM EST

Canada

50 Kanallakt Way
Bouchouche, NB E4S 3M5

Customer Service:

Phone: 800-565-3548; 506-743-9500

Fax: 877-747-8116; 506-743-9600

Hours: Monday through Friday

8:00 AM to 5:00 PM EST

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loading

BID FORM
NYSDEC OFF-SITE CARRIAGE CLEANERS SUB-SLAB DEPRESSURIZATION SYSTEMS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	BID PRICE
1.	Building/Visual Inspection, Back draft Testing and Pre-Design Communication Testing	1	LS	\$4,800.00	\$4,800.00
2.	Sub-Slab Ventilation Systems Mobilization, Installation and Startup	3	LS	\$2,500.00	\$7,500.00
3.	Final Documentation	3	LS	\$250.00	\$750.00


TOTAL BASE BID PRICE

\$ Thirteen thousand fifty dollars & 00/100

Written Out

\$ 13,050.00

Company Name and State of Incorporation: GeoLogic NY, Inc. (incorporated in New York)

By: 
(Signature – attach evidence of authority to sign)

Name (typed or printed): Forrest C. Earl

Title: Vice President


BID FORM
NYSDEC OFF-SITE CARRIAGE CLEANERS SUB-SLAB DEPRESSURIZATION SYSTEMS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	BID PRICE
1.	Building/ Visual Inspection, Backdraft Testing and Pre-Design Communication Testing	1	LS	\$ 8,233	\$ 8,233
2.	Sub-slab Ventilation Systems Mobilization, Installation and Startup	3	LS	\$ 4,340	\$ 13,022
3.	Final Documentation	3	LS	\$ 692	\$ 2,076

TOTAL BASE BID PRICE

\$ Twenty Three Thousand Three Hundred and Thirty One \$ 23,331.00
Written Out

Company Name and State of Incorporation: Aztech Technologies, Inc.

By: Matthew M. Ryan 
(Signature – attach evidence of authority to sign)

Name (typed or printed): Matthew M. Ryan

Title: Project Engineer

New York State Department of Environmental Conservation

Division of Environmental Remediation

Bureau of Program Management, 12th Floor

625 Broadway, Albany, NY 12233-7012

Phone: (518) 402-9764 • **Fax:** (518) 402-9722

Website: www.dec.ny.gov



Peter M. Iwanowicz
Acting Commissioner

November 9, 2010

Mr. William Weber
MACTEC Engineering and Consulting
511 Congress Street, PO Box 7050
Portland, ME 04112-7050

**RE: Schedule 2.11s Approval
Work Assignment #D004434-36
Off-site Carriage Cleaners – Penfield
Site #C828131A**

Dear Mr. Weber:

The New York State Department of Environmental Conservation's Division of Environmental Remediation hereby approves the attached Schedule 2.11s for the above referenced work assignment (WA) in the amount of \$199,480. MACTEC may now submit a request for reimbursement for work completed under this WA.

If you have any questions regarding this WA, please contact the Project Manager, Eric Hausamann, at (518) 402-9813.

Sincerely,

Stephen M. Karwiel
Acting Chief
Contracts and Payments Section
Bureau of Program Management
Division of Environmental Remediation

Attachment

ec: WJWeber@mactec.com
E. Hausamann, PM
L. Lewis, CM
S. Karziel
D. Desnoyers
D. Weigel
D. Radtke
M. Cruden
D. Finlayson
T. Wolosen
M/WBE Unit

From: Eric Hausamann
To: Lewis, Lisa
Date: 11/9/2010 10:22 AM
Subject: Re: Fwd: Revised 2.11s for Off site RI/FS Carriage Cleaners

I approve of this revised set of 2.11s.

Eric Hausamann | NYS Department of Environmental Conservation
Remedial Bureau E, Section B | Division of Environmental Remediation
625 Broadway, 12th Floor | Albany, NY 12233-7017
(518) 402-9814 | eghausam@gw.dec.state.ny.us

>>> Lisa Lewis 11/4/2010 4:58 PM >>>
Hi Eric-

Here's the latest version of the Off-site Carriage Cleaners 2.11s. I am satisfied with it. Once you check it over, please send me your approval via e-mail. (I'm out on Friday but I'll have Mike sign the budget approval letter on Monday.)

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601
Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

>>> "Pickett, Jeffrey" <JSPickett@mactec.com> 11/3/2010 4:43 PM >>>
Lisa,
Revised 2.11s are attached per your 11/3/2010 email.

Please note TAL Metals cost of 45 dollars for Chemtech is correct and only includes analysis for iron and Manganese. This has been clarified in the Chemtech 2.11(f).

Thanks Jeff

Jeff Pickett, Principal Project Manager
MACTEC Engineering and Consulting, Inc.
511 Congress Street
PO Box 7050
Portland, Maine 04112-7050
Office 207 775 5401 Direct 207 828 3661
Fax 207 772 4762 Mobile 207 232 4376
email jspickett@mactec.com <<mailto:jspickett@mactec.com>> web
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From: Christopher Hale
To: jwpeterson@matec.com
CC: Lisa Lewis
Date: 10/5/2010 1:18 PM
Subject: Utilization Plan Approval

D004434-36 - Carriage Clean~~town~~ Off-Site

Dear Mr. Peterson:

CHS

The Bureau of Affirmative Action and Minority and Women's Business Programs (BAA/W/WBP) is responsible for the administration of the Department of Environmental Conservation's (DEC) Minority and Women's Business Enterprise-Equal Employment Opportunity (M/WBE-EEO) Program. The M/WBE-EEO Program serves to assure that NY State certified minority and women-owned business enterprises (M/WBEs) are provided access to contracting opportunities. The program also ensures that minorities and women are provided equal access to employment opportunities (EEO) created by the expenditure of public funds. The Office of Minority and Women's Business Programs is in receipt of your firm's utilization plan. Based on our review, the following comments are provided for your information

A. The contractor's detailed M/WBE utilization plan for the above contract/work assignment has been approved.

B. To be in compliance with the M/WBE-EEO program requirements, please ensure that the following procedures are followed:

That legally signed and executed M/WBE subcontracts are maintained in your files for review by the NYSDEC.

That copies of purchase orders (if used) along with copies of both sides of legally signed and canceled checks; need to be kept to verify actual payment to M/WBE's. These documents are to be kept in your files and made available when requested, for review by the NYSDEC.

Please provide this office, within fifteen (15) business days of the close of each federal fiscal quarter, a quarterly report listing of all M/WBE subcontracts on record for each prime contract and/or legally signed purchase orders. Please include date of award for each M/WBE subcontract, total dollar value and scope of work.

The OMWBP must be notified immediately of changes to the approved Utilization Plan along with the following documentation:

Records indicating reasonable steps to promptly replace and MBE or WBE subcontractor that is unable to perform successfully with another MBE or WBE; Copies of the correspondence or any information relevant to the change.

If you require assistance in obtaining the names of NYS certified M/WBEs that specialize in the tasks contained in your documents, you may access the Empire State Development Corporation's M/WBE Directory via the Internet at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm> or contact me at (518) 402-9311.

Sincerely,

Christopher Hale
Minority Business Specialist I

Christopher Hale
Minority Business Specialist 1

Department of Environmental Conservation
Minority and Women's Business Enterprise
625 Broadway
Albany, New York 12233-5028
518.402.9311

Cost Review for Schedule 2.11 Package

Contractor Name: Mactec Engineering & Consulting

Date: 11/4/10

WA # and Name: Off-site Carriage Cleaners - Penfield, D004434-36

Reviewer: Lisa Lewis

GENERAL COST REVIEW CHECKLIST		Yes	No	Comments
	A complete set of 2.11 Schedules (a) through (h) is attached.	X		
	Budget package includes a cover letter and an M/WBE Utilization Plan.	X		
1	Cover Letter			
	Provides brief justification of the budget supported by the 2.11s.	X		
	Anticipated completion date(s) for the work are included. For amendments, there is an explanation of how the submittal affects the existing schedule.	X		
	Duration of anticipated work does not exceed the next fiscal year. (Work subsequent to that should be part of a future amendment or new work assignment.)	X		
	If proposing work for multiple years, a brief justification is included.	~	~	N/A
	Includes anticipated billings by State fiscal year. For amendments, both the unexpended budget and the new costs being added are identified.	X		
	If an amendment, the current status of work (what's completed/billed, what remains) is provided.	~	~	N/A
2	Schedule 2.11(b) - Direct Labor			
	Average reimbursement rates are used for each year. Future years escalate 3%.	X		
	Hours are segregated by year.	X		
	Total cost for each NSPE level is shown.	X		
	Total direct labor costs match amounts on Schedule 2.11(a).	X		
	The Principal's (NSPE IX) labor hours charged to WA are less than 2% of the total.	X		
	Total labor hours match hours on Schedule 2.11(h).	X		
3	Schedule 2.11(b-1) - Direct Administrative Labor Hours			
	Breakdown of Schedule 2.11(b-1) is reasonable, i.e., admin LOE is within acceptable guideline of <4% of overall WA LOE. Justification is attached for any exceedance.	X		
4	Schedules 2.11(c) and (d) - Direct Non-Salary Costs			
	Rates listed in Schedule 2.11(c) are consistent with contract.	X		
	Rates for in-house and/or misc. costs match contract Schedule 2.10(b) or 2.10(c) (2).	~	~	N/A
	Quotes are included for any non-contract item (including equipment purchases & rentals; excluding air fare) >\$1k. If sufficient number of quotes are unavailable, an engineer's estimate must be provided. The low quote has been selected.	~	~	N/A
	All costs are allowable, e.g., office telephone and office shipping cannot be reimbursed as a direct cost if they're included in ICR. Field costs must be receipted.	X		
	Appropriate lodging/per diem/mileage rates are used.	X		
	Schedule 2.11(d)1 - All equipment purchased is supported by cost justification that's acceptable to the CM. Equipment is to be maintained by the contractor or turned over to DEC, and it must be added to contractor's inventory list (include a revised copy).	~	~	N/A
	Schedule 2.11(d)2 - Rates for consultant-owned equipment match Schedule 2.10(c).	~	~	N/A
	Schedule 2.11(d)4 - Includes equipment to be used only on the WA (such as blower purchased to upgrade SVE system).	~	~	N/A
	Other direct costs (no. of field days, lodging, and field equipment usage) are reasonable based on field work schedule or supporting documentation.	X		
	Total of direct non-salary costs matches the amount on Schedule 2.11(a).	X		

5	Schedule 2.11(e) - Cost-plus-fixed-fee subcontracts			
	Proposed subconsultant is on standby or has DEC-approved rates with another standby consultant. Otherwise, financial information required for cost analysis must be submitted.	~~	~~	N/A
	Standby subcontract is active and rates (salary, direct and indirect costs, and fixed fee) match contract rates.	~~	~~	
	A breakdown of direct non-salary costs is provided.	~~	~~	
	Total subcontract cost matches amount on Schedule 2.11(a).	~~	~~	
	Subcontractor has justified/obtained adequate quotes for any further subcontracted work.	~~	~~	
	Subcontractor certification(s) have been submitted.	~~	~~	
6	Schedule 2.11(f) - Unit Price Subcontracts			
	There are quotes for non-standby subcontracts >\$1k. Bids are comparable (quantities and items) and provide unit costs plus job total. If sufficient number of quotes are unavailable, an engineer's estimate must be provided. The low quote has been selected.	X		
	<i>Standby Drillers</i> (Two phase process) - Quotes from all standbys are attached. Proper unit costs and mobilization/demobilization costs are used. The low quote has been selected. Explanation for declinations has been provided.	X		OK GP cost w/prior site experience
	<i>Standby Labs and Data Validators</i> (rotate use) - Unit costs match those in contract(s).	X		
	M/WBE - Cost reasonableness of sole/single source M/WBE contracts <\$10k are documented by an engineer's estimate.	~~	~~	N/A
	Cost reasonableness of sole/single source contracts are documented by an engineer's estimate or other cost comparisons (e.g., historical costs, pricing guides).	~~	~~	N/A
	Placeholders are used only for non-standby subcontractors.	X		
	Cost reasonableness of placeholder subcontractors are documented by an engineer's estimate or other cost comparisons.	X		
	Correct contract management fee is calculated only on non-professional unit priced subs >\$10k and M/WBE firms from \$1. (Management fee is not allowed on professional engineering firms, architects, or surveyors unless the contract specifically allows it.)	X		
	Total subcontract costs match the amounts on Schedule 2.11(a).	X		
	Justification is attached for subcontracts >\$100,000 supporting a determination not to design and competitively bid the work. Response-type activities (drum removals, other construction-type activities) must be competitively bid unless otherwise approved.	~~	~~	N/A
	Subcontractor certification(s) have been submitted.	X		
7	Schedule 2.11(g) - Cost Control Report			
	Individual 2.11(g)s equal Summary 2.11(g) and costs match those on 2.11(a).	X		
8	Schedule 2.11(g) - Supplemental - Cost Control Report (subs)			
	Includes all applicable subcontracts and management fees (for unit price only).	X		
9	Schedule 2.11(a)			
	Rates for indirect and fixed fee match contract rates.	X		
	All numbers rolled up into Schedule 2.11(a) add up.	X		

rev. 8/23/10

From: Lisa Lewis
To: Pickett, Jeffrey
CC: Hausamann, Eric; Staples, Charles; Weber, William
Date: 11/3/2010 3:15 PM
Subject: Re: Revised 2.11s for Off-site Carriage Cleaners D004434-36 - Comments on budget pages

Hi Jeff-

I reviewed the revised 2.11s for Off-site Carriage Cleaners and have the following comments:

1. You correctly deleted the subcontract management fees for the IDW Disposal work but inadvertently also deleted the fee for the \$3,000 Analytic work. You can add that \$120 back in (they're WBE).
2. You correctly increased the \$12 and \$15 lab costs to \$25 each on the second Chemtech (f), but it also looks like the \$95 cost of TAL Metals was accidentally reduced to \$45. Please correct or explain why it was reduced.
3. Once those (f) figures are adjusted and all the other schedules (a, g's, g (supp)) are updated, please make sure the budget numbers on pages 1 and 2 of the cover letter are also revised to match.

The numerical adjustments don't add up to much, and I was going to overlook them for now; however, since the current Schedule (g) Summary doesn't match Schedule (a), I figured you might as well do all the corrections at once. Let me know if there are any questions.

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601
Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

>>> "Pickett, Jeffrey" <JSPickett@mactec.com> 10/27/2010 4:52 PM >>>
Hello Lisa,

Contract /WA No. D004434-36
RI/FS Off Site Carriage Cleaners
Site #C828131A
The revised transmittal letter and 2.11s are attached for your review.

Thanks Jeff

Jeff Pickett, Principal Project Manager
MACTEC Engineering and Consulting, Inc.
511 Congress Street
PO Box 7050

Portland, Maine 04112-7050

Office 207 775 5401 Direct 207 828 3661

Fax 207 772 4762 Mobile 207 232 4376

email jspickett@mactec.com <<mailto:jspickett@mactec.com>> web

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From: Lisa Lewis
To: Pickett, Jeffrey
CC: Hausamann, Eric; Staples, Charles; Weber, William
Date: 10/22/2010 4:16 PM
Subject: Re: Contract / WA No. D004434-36 Off Site Carriage Cleaners RI/FS Site #C828131A - Comments on Schedule 2.11s

Hello Jeff-

I have completed my review of the Off-site Carriage Cleaners 2.11s and have the following comments:

1. As noted in our 10/18/10 e-mail exchanges, please change the WA name to Off-site Carriage Cleaners in all applicable places of letter and 2.11s. The Site # remains the same (C828131A).
2. In the cover letter, please change the name of Task 1 to "Preliminary Activities" to match the term you have on Schedules (b), (b-1), and (g). We no longer use the term "Work Plan Development."
3. Your choice on whether to fix or not, but I wanted to point it-out for future 2.11s. On Schedule (c), the per diem cost for meals shouldn't be "adjusted" in any way. It should just be a straight $\$51 \times 45 \text{ days} = \$2,295$. (New rule is 3 nights lodging = 3 days per diem.)
4. On schedule (d)3, one of the \$275 lines wasn't included in the total. It should be \$2,780 in total (unless for some reason you plan to use the same helium tank for two tasks over the same week and didn't mean to double the cost).
5. Curious: I see that the Nothnagle geoprobe quote lists prices for "Groundwater sampling with hydropunch or equivalent" at 1/3 of the costs given in their standby subcontract. Was this done on purpose because the depths being "hydropunched" aren't as deep? I just don't want to have a \$1,600 increase in cost showing up later because the unit cost should really have been \$60 each instead of \$20...
6. Similar question with Chemtech: I see that a lot of the tests given at a rate of \$15 (and one at \$12) on the Schedule (f) are actually listed in their subcontract at \$25. Was this meant to be done because a different analytical method is being used from that given in the contract? Just want to verify it now in order to avoid unexpected costs later...
7. The subcontract management fees for the two TBD IDW Disposal subcontractors should be removed. It is unlikely given the type and amount of work that fees will be collected so I'd rather go that route now. If it turns out that fees should be collected, I'll make the adjustments later.

That's it. Please send the revised 2.11s to both Eric and myself to review and we'll get this one approved as soon as possible.

Thanks,
Lisa

Lisa M. Lewis
Contract Manager
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
Contracts & Payments Section
625 Broadway, 12th Floor
Albany, NY 12233-7012

Phone: (518) 402-9601

Fax: (518) 402-9722
Email: lmlewis@gw.dec.state.ny.us

>>> "Pickett, Jeffrey" <JSPickett@mactec.com> 10/1/2010 4:05 PM >>>
Hello Lisa,

Contract /WA No. D004434-36
Off Site Carriage Cleantown RI/FS
Site #C828131A
The 2.11s are attached for your review.

Thanks Jeff

Jeff Pickett, Principal Project Manager
MACTEC Engineering and Consulting, Inc.
511 Congress Street
PO Box 7050
Portland, Maine 04112-7050
Office 207 775 5401 Direct 207 828 3661
Fax 207 772 4762 Mobile 207 232 4376
email jspickett@mactec.com<mailto:jspickett@mactec.com> web
www.mactec.com<http://www.mactec.com/>

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Engineering and constructing a better tomorrow

November 3, 2010

☒ APPROVED
LML 11/4/10

New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, New York 12233-7014

Attention: Ms. Lisa Lewis

Subject: **Remedial Investigation Feasibility Study– Off site Carriage Cleaners,
Site No. C828131A
Work Assignment # D004434-36
MACTEC Engineering and Consulting, P.C., Project No. 3612102168**

Dear Ms. Lewis:

In response to Work Assignment (WA) issuance for WA D004434-36 for the Off Site Carriage Cleaners Remedial Investigation/Feasibility Study (RI/FS), MACTEC Engineering and Consulting, P.C (MACTEC) is submitting the following: Schedule 2.11s including subcontractor certifications, associated backup, and the Cost Review Checklist. (The EEO and MBE/WBE Utilization Plan is being submitted separately). The costs reflect the scope of work as discussed with the New York State Department of Environmental Conservation (NYSDEC) Project Manager, and include a field program, including groundwater sampling for target compound volatile organic compounds, installation of small diameter and 2-inch monitoring wells, collection of soil vapor and indoor air samples, and a survey of existing and new monitoring wells. The costs also include the completion of the FS and a placeholder for potential Interim Remedial Measures (IRMs).

The total project cost for the WA D004434-34 is \$199,480. The cost is approximately \$57,480 more than the NYSDEC project estimate. The cost increase is related to including a line item of

\$29,986 for installation of up to five potential sub slab depressurization systems (SSDS) as IRMs. Additional labor and laboratory analysis costs have been added to collect and analyze 2 groundwater samples from each geoprobe location to vertically characterize groundwater offsite. We also added additional costs of \$4,341 as a place holder for management and disposal of IDW from the borings and monitoring wells.

MACTEC estimates approximately \$133,153 of the Work Assignment funds will be invoiced this fiscal year (April 1, 2010 to March 31, 2011) and \$66,327 will be billed in the next fiscal year (April 1, 2011 to March 31, 2012).

We expect the offsite RI/FS to be completed by March 2012, with final project completion in June 2012.

The offsite RI/FS is divided into five main tasks.

Task 1 is Preliminary Activities, including a site visit, scoping session, and review/assessment of the existing site reports including the existing on site RI and IRM Reports for the site.

Task 2 is the Phase I RI and reporting. The objective of the Phase I RI investigation is to investigate off-site groundwater contamination from the Carriage Cleaners Penfield, NY site and the potential for contaminated groundwater to result in vapor migration into overlying buildings. This task also includes a Fish and Wildlife Impact Assessment, if needed.

Task 3 is a Phase II RI that would be implemented if data gaps still exist at the completion of the Phase I Off site RI and includes installation of monitoring wells, additional groundwater sampling, including analysis of monitored natural attenuation parameters, and a second round of soil vapor and indoor air sampling. It is anticipated that the RI field work and reporting will be completed during calendar year 2011.

Task 4 is preparation of a FS. This includes funding for a remedial alternatives analysis should any off-site remediation be indicated based on the results of the RI. This includes a Detailed Analysis of Alternatives (3rd Phase FS) and Remedy selections. Task 4 also includes assistance for the

completion of the Proposed Remedial Alternative Plan (PRAP). It is anticipated that the FS will be initiated in the fall of 2011 and the PRAP should be completed in early 2012.

Task 5 is a place holder task for potential SSDS IRMs. The current budget for this task assumes the installation and post installation sampling of five SSDS's.

The Subcontractor staffing and M/WBE utilization for this project is summarized below:

Drilling of new offsite monitoring wells – Geologic NY is recommended as the driller. They are the lowest cost compared to Nothnagle and Aztech.

Laboratory analysis of ground water samples - Chemtech Analytical Services has been selected as the lab to complete analysis of groundwater samples. Chemtech is a minority business enterprise and provides efficient reporting within the required turnaround schedule.

Laboratory analysis of air samples- Analytic – Analytic has been selected to provide laboratory analysis for air and vapor samples. Analytic is a Woman owned Business Enterprise in New York.

Geoprobe investigation – Nothnagle is recommended as the direct push, groundwater and soil vapor sampling subcontractor. They are the slightly higher cost for these services compared to Geologic NY. However they are local to the site, require no mobilization costs and past working experience with Nothnagle demonstrated an efficient use of time which should translate into less field days for MACTEC. They have also dropped their hydropunch sampling cost to \$20 per sample from \$60 per sample. Utility clearances are a concern at the offsite geoprobe exploration locations and Nothnagle's knowledge of the area and the municipality will be a benefit during utility clearances and mark outs.

Survey –Lu Engineers is recommended as the survey subcontractor –Lu Engineers costs are reasonable and approximately half the cost of the other potential survey contractors.

EEO and M/WBE Utilization Plan: The EEO and M/WBE utilization plan provides the M/WBE firms proposed for this work assignment. This plan is being submitted electronically to the Office of Minority and Woman's Business Program. MACTEC has made a good faith effort to include

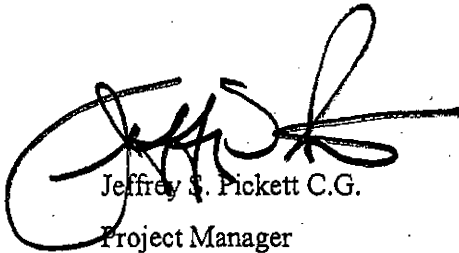
November 2010

these firms. Laboratories proposed for this project include both WBE (Enalytic Laboratory) and MBE (Chemtech Labs) firms. Popli Design group was contacted for survey work, but were not cost competitive. MACTEC made efforts to include Aztech as our standby WBE driller and Geoprobe subcontractor; however their costs were out of the competitive range for these services.


MACTEC looks forward to assisting the NYSDEC with this project. Please let us know if you have any questions or need any additional information.

Sincerely,

MACTEC Engineering and Consulting, P.C.



Jeffrey S. Pickett C.G.
Project Manager



for William J. Weber, P.E. with permission
Principal Professional

Enclosures

cc: File 4.2
Eric Hausamann

ATTACHMENT A

COST TABLES

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36

Date Prepared: 11/03/10

**Schedule 2.11(a)
Summary of Work Assignment Price**

1	DIRECT SALARY COSTS (Schedules 2.10(a) and 2.11 (b))	\$	47,318																																							
2	INDIRECT COSTS (Schedule 2.10(g))	\$	78,832																																							
3	DIRECT NON-SALARY COSTS (Schedules 2.10(d)(e)(f) and 2.11 (c) and (d))	\$	17,425																																							
<p align="center">SUBCONTRACT COSTS COST-PLUS-FIXED-FEE SUBCONTRACTS (Schedule 2.11(e))</p> <table border="1"> <thead> <tr> <th>Name of Subcontractor</th> <th>Services to be Performed</th> <th>Subcontract Price</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td>\$ -</td> </tr> </tbody> </table>				Name of Subcontractor	Services to be Performed	Subcontract Price			\$ -			\$ -			\$ -																											
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		\$ -																																								
		\$ -																																								
4	TOTAL COST-PLUS-FIXED-FEE SUBCONTRACTS	\$	-																																							
<p align="center">UNIT PRICE SUBCONTRACTS (Schedule 2.11(f))</p> <table border="1"> <thead> <tr> <th>Name of Subcontractor</th> <th>Services to be Performed</th> <th>Subcontract Price</th> </tr> </thead> <tbody> <tr> <td>Nothnagle</td> <td>Geoprobe</td> <td>\$ 11,640</td> </tr> <tr> <td>Geologic NY</td> <td>Drilling - Installation of 4 MWs</td> <td>\$ 4,511</td> </tr> <tr> <td>Chemtech Laboratory</td> <td>Analytical Laboratory</td> <td>\$ 4,680</td> </tr> <tr> <td>Lu Engineers</td> <td>Survey</td> <td>\$ 790</td> </tr> <tr> <td>Enalytic Laboratory</td> <td>Soil Vapor Laboratory</td> <td>\$ 2,550</td> </tr> <tr> <td>Chemtech Laboratory</td> <td>Analytical Laboratory</td> <td>\$ 4,080</td> </tr> <tr> <td>Lu Engineers</td> <td>Survey</td> <td>\$ 618</td> </tr> <tr> <td>Enalytic Laboratory</td> <td>Soil Vapor Laboratory</td> <td>\$ 3,000</td> </tr> <tr> <td>Placeholder - TBD</td> <td>IDW Disposal</td> <td>\$ 755</td> </tr> <tr> <td>Placeholder (TBD)</td> <td>IDW Disposal</td> <td>\$ 3,586</td> </tr> <tr> <td>Enalytic Laboratory (if needed)</td> <td>Soil Vapor Laboratory</td> <td>\$ 750</td> </tr> <tr> <td>Placeholder (TBD)</td> <td>SSD System Installation</td> <td>\$ 11,125</td> </tr> </tbody> </table>				Name of Subcontractor	Services to be Performed	Subcontract Price	Nothnagle	Geoprobe	\$ 11,640	Geologic NY	Drilling - Installation of 4 MWs	\$ 4,511	Chemtech Laboratory	Analytical Laboratory	\$ 4,680	Lu Engineers	Survey	\$ 790	Enalytic Laboratory	Soil Vapor Laboratory	\$ 2,550	Chemtech Laboratory	Analytical Laboratory	\$ 4,080	Lu Engineers	Survey	\$ 618	Enalytic Laboratory	Soil Vapor Laboratory	\$ 3,000	Placeholder - TBD	IDW Disposal	\$ 755	Placeholder (TBD)	IDW Disposal	\$ 3,586	Enalytic Laboratory (if needed)	Soil Vapor Laboratory	\$ 750	Placeholder (TBD)	SSD System Installation	\$ 11,125
Name of Subcontractor	Services to be Performed	Subcontract Price																																								
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5	TOTAL UNIT PRICE SUBCONTRACTS	\$	48,085																																							
6	SUBCONTRACT MANAGEMENT FEE	\$	1,513																																							
7	TOTAL SUBCONTRACT COSTS (Lines 4 + 5 + 6)	\$	49,598																																							
8	FIXED FEE (Schedule 2.10(h))	\$	6,307																																							
9	TOTAL WORK ASSIGNMENT PRICE (Lines 1 + 2 + 3 + 7 + 8)	\$	199,480																																							



Schedule 2.11(b)
Direct Labor Hours Budgeted

GRADE LEVEL	IX	VIII	VII	VI	V	IV	III	II	I	TOTAL
2010 Rates	\$67.38	\$58.07	\$50.55	\$47.38	\$42.19	\$36.41	\$29.93	\$25.70	\$22.21	
2011 Rates	\$69.40	\$59.81	\$52.07	\$48.80	\$43.46	\$37.50	\$30.83	\$26.47	\$22.88	
2012 Rates	\$71.48	\$61.61	\$53.63	\$50.27	\$44.76	\$38.63	\$31.75	\$27.27	\$23.56	
2013 Rates	\$73.63	\$63.45	\$55.24	\$51.77	\$46.10	\$39.79	\$32.71	\$28.08	\$24.27	
2014 Rates	\$75.84	\$65.36	\$56.89	\$53.33	\$47.49	\$40.98	\$33.69	\$28.93	\$25.00	
Task 1 - Preliminary Activities										
2010 Hours	2	4	0	2	0	4	10	48	6	76
Total Hours	2	4	0	2	0	4	10	48	6	76
2010 Labor Cost	\$ 134.76	\$ 232.28	\$ -	\$ 94.76	\$ -	\$ 145.64	\$ 299.30	\$ 1,233.60	\$ 133.26	\$ 2,273.60
Total Labor Cost	\$ 134.76	\$ 232.28	\$ -	\$ 94.76	\$ -	\$ 145.64	\$ 299.30	\$ 1,233.60	\$ 133.26	\$ 2,273.60
Task 2 - Phase I Remedial Investigation										
2010 Hours	4	21	0	0	0	8	55	150	0	238
2011 Hours	3	16	0	2	6	5	120	59	24	235
Total Hours	7	37	0	2	6	13	175	209	24	473
2010 Labor Cost	\$ 269.52	\$ 1,219.47	\$ -	\$ -	\$ -	\$ 291.28	\$ 1,646.15	\$ 3,855.00	\$ -	\$ 7,281.42
2011 Labor Cost	\$ 208.20	\$ 956.99	\$ -	\$ 97.60	\$ 260.73	\$ 187.51	\$ 3,699.35	\$ 1,561.79	\$ 549.03	\$ 7,521.21
Total Labor Cost	\$ 477.72	\$ 2,176.46	\$ -	\$ 97.60	\$ 260.73	\$ 478.79	\$ 5,345.50	\$ 5,416.79	\$ 549.03	\$ 14,802.63
Task 3 - Phase II Remedial Investigation										
2011 Hours	7	48	0	2	10	20	124	227	24	462
Total Hours	7	48	0	2	10	20	124	227	24	462
2011 Labor Cost	\$ 485.81	\$ 2,870.98	\$ -	\$ 97.60	\$ 434.56	\$ 750.05	\$ 3,822.66	\$ 6,008.92	\$ 549.03	\$ 15,019.60
Total Labor Cost	\$ 485.81	\$ 2,870.98	\$ -	\$ 97.60	\$ 434.56	\$ 750.05	\$ 3,822.66	\$ 6,008.92	\$ 549.03	\$ 15,019.60
Task 4 - Analysis of Alternatives/Remedy Selection										
2012 Hours	6	16	0	20	32	0	78	96	32	280
Total Hours	6	16	0	20	32	0	78	96	32	280
2012 Labor Cost	\$ 428.90	\$ 985.70	\$ -	\$ 1,005.31	\$ 1,432.30	\$ -	\$ 2,476.71	\$ 2,617.45	\$ 754.00	\$ 9,700.38
Total Labor Cost	\$ 428.90	\$ 985.70	\$ -	\$ 1,005.31	\$ 1,432.30	\$ -	\$ 2,476.71	\$ 2,617.45	\$ 754.00	\$ 9,700.38
Task 5 - IRM - Sub-Slab Depressurization Systems										
2011 Hours	1	4	0	6	0	0	0	72	0	83
2012 Hours	1	5	0	6	0	0	4	74	8	98
Total Hours	2	9	0	12	0	0	4	146	8	181
2011 Labor Cost	\$ 69.40	\$ 239.25	\$ -	\$ 292.81	\$ -	\$ -	\$ -	\$ 1,905.91	\$ -	\$ 2,507.37
2012 Labor Cost	\$ 71.48	\$ 308.03	\$ -	\$ 301.59	\$ -	\$ -	\$ 127.01	\$ 2,017.62	\$ 188.50	\$ 3,014.24
Total Labor Cost	\$ 140.88	\$ 547.28	\$ -	\$ 594.40	\$ -	\$ -	\$ 127.01	\$ 3,923.53	\$ 188.50	\$ 5,521.61
2010 Total Labor Hours	6	25	0	2	0	12	65	198	6	314
2010 Total Direct Labor Cost (\$)	\$ 404.28	\$ 1,451.75	\$ -	\$ 94.76	\$ -	\$ 436.92	\$ 1,945.45	\$ 5,088.60	\$ 133.26	\$ 9,555.02
2011 Total Labor Hours	11	68	0	10	16	25	244	358	48	780
2011 Total Direct Labor Cost (\$)	\$ 763.42	\$ 4,067.22	\$ -	\$ 488.01	\$ 695.29	\$ 937.56	\$ 7,522.01	\$ 9,476.62	\$ 1,098.06	\$ 25,048.19
2012 Total Labor Hours	7	21	0	26	32	0	82	170	40	378
2012 Total Direct Labor Cost (\$)	\$ 500.38	\$ 1,293.74	\$ -	\$ 1,306.90	\$ 1,432.30	\$ -	\$ 2,603.72	\$ 4,635.07	\$ 942.50	\$ 12,714.62
TOTAL LABOR HOURS	24	114	0	38	48	37	391	726	94	1,472
TOTAL DIRECT LABOR COST	\$ 1,668	\$ 6,813	\$ -	\$ 1,890	\$ 2,128	\$ 1,374	\$ 12,071	\$ 19,200	\$ 2,174	\$ 47,318

but not necessarily be limited to the following activities:

1) Work Plan Development

- Conflict of Interest
- Develop budget schedules & supporting documentation

2) Review work assignment (WA) progress

- Conduct progress reviews
- Prepare monthly project report
- Update WA progress schedule
- Prepare monthly M/WBE Utilization Report

Contract/Project administration hours would not include activities such as:

- 1) QA/QC reviews
- 2) Technical oversight by management
- 3) Develop subcontracts
- 4) CAP Preparation
 - Oversee and prepare monthly CAP
 - Respond to payment issues/disallowances
 - NSPE list updates
 - Equipment Inventory

- 6) Implement and manage program management and staffing plans
- 7) Conduct Health and Safety Reviews
- 8) Word processing and graphic artists
- 9) Report editing
- 10) Review of deliverables

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared: 11/03/10

Schedule 2.11(b)
 Direct Labor Hours Budgeted

GRADE LEVEL	IX	VIII	VII	VI	V	IV	III	II	I	TOTAL
2010 Rates	\$67.38	\$58.07	\$50.55	\$47.38	\$42.19	\$36.41	\$29.93	\$25.70	\$22.21	
2011 Rates	\$69.40	\$59.81	\$52.07	\$48.80	\$43.46	\$37.50	\$30.83	\$26.47	\$22.88	
2012 Rates	\$71.48	\$61.61	\$53.63	\$50.27	\$44.76	\$38.63	\$31.75	\$27.27	\$23.56	
2013 Rates	\$73.63	\$63.45	\$55.24	\$51.77	\$46.10	\$39.79	\$32.71	\$28.08	\$24.27	
2014 Rates	\$75.84	\$65.36	\$56.89	\$53.33	\$47.49	\$40.98	\$33.69	\$28.93	\$25.00	

- 3) Review WA costs
 - Prepare monthly cost control report
 - Cost control reviews

- 5) Manage subcontracts

Schedule 2.11(b-1)
Direct Administrative Labor Hours Budgeted

GRADE LEVEL	IX	VIII	VII	VI	V	IV	III	II	I	TOTAL
2010 Rates	\$67.38	\$58.07	\$50.55	\$47.38	\$42.19	\$36.41	\$29.93	\$25.70	\$22.21	
2011 Rates	\$69.40	\$59.81	\$52.07	\$48.80	\$43.46	\$37.50	\$30.83	\$26.47	\$22.88	
2012 Rates	\$71.48	\$61.61	\$53.63	\$50.27	\$44.76	\$38.63	\$31.75	\$27.27	\$23.56	
2013 Rates	\$73.63	\$63.45	\$55.24	\$51.77	\$46.10	\$39.79	\$32.71	\$28.08	\$24.27	
2014 Rates	\$75.84	\$65.36	\$56.89	\$53.33	\$47.49	\$40.98	\$33.69	\$28.93	\$25.00	
Task 1 - Preliminary Activities										
2010 Hours	1	0	0	0	0	0	0	2	0	3
Total Hours	1	0	0	0	0	0	0	2	0	3
2010 Labor Cost	\$ 67.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51.40	\$ -	119
Total Labor Cost	\$ 67.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51.40	\$ -	\$ 118.78
Task 2 - Phase I Remedial Investigation										
2010 Hours	2	0	0	0	0	0	0	7	0	9
2011 Hours	2	0	0	0	0	0	0	7	0	9
Total Hours	4	0	0	0	0	0	0	14	0	18
2010 Labor Cost	\$ 134.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 179.90	\$ -	315
2011 Labor Cost	\$ 138.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185.30	\$ -	324
Total Labor Cost	\$ 273.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365.20	\$ -	\$ 638.76
Task 3 - Phase II Remedial Investigation										
2011 Hours	4	0	0	0	0	0	0	11	0	15
Total Hours	4	0	0	0	0	0	0	11	0	15
2011 Labor Cost	\$ 277.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291.18	\$ -	569
Total Labor Cost	\$ 277.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291.18	\$ -	\$ 568.79
Task 4 - Analysis of Alternatives/Remedy Selection										
2012 Hours	3	0	0	0	0	0	0	8	0	11
Total Hours	3	0	0	0	0	0	0	8	0	11
2012 Labor Cost	\$ 214.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218.12	\$ -	433
Total Labor Cost	\$ 214.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218.12	\$ -	\$ 432.57
Task 5 - IRM - Sub-Slab Depressurization Systems										
2011 Hours	1	0	0	0	0	0	0	2	0	3
2012 Hours	1	0	0	0	0	0	0	2	0	3
Total Hours	2	0	0	0	0	0	0	4	0	6
2011 Labor Cost	\$ 69.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52.94	\$ -	122
2012 Labor Cost	\$ 71.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54.53	\$ -	126
Total Labor Cost	\$ 140.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107.47	\$ -	\$ 248.36
2010 Total Labor Hours	3	0	0	0	0	0	0	9	0	12
2010 Total Direct Labor Cost (\$)	\$ 202.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 231.30	\$ -	\$ 433.44
2011 Total Labor Hours	7	0	0	0	0	0	0	20	0	27
2011 Total Direct Labor Cost (\$)	\$ 485.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529.42	\$ -	\$ 1,015.23
2012 Total Labor Hours	4	0	0	0	0	0	0	10	0	14
2012 Total Direct Labor Cost (\$)	\$ 285.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272.65	\$ -	\$ 558.59
TOTAL LABOR HOURS	14	0	0	0	0	0	0	39	0	53
TOTAL DIRECT LABOR COST	\$ 974	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,033	\$ -	\$ 2,007

Contract/Project administrative hours would include (subject to contract allowability)
but not necessarily be limited to the following activities:

- 1) Work Plan Development
 - Conflict of Interest
 - Develop budget schedules & supporting documentation
- 2) Review work assignment (WA) progress
 - Conduct progress reviews
 - Prepare monthly project report
 - Update WA progress schedule
 - Prepare monthly M/WBE Utilization Repo
- 3) Review WA costs

Contract/Project administration hours would not include activities such as:

- 1) QA/QC reviews
- 2) Technical oversight by management
- 3) Develop subcontracts
- 4) CAP Preparation
 - Oversee and prepare monthly CAP
 - Respond to payment issues/disallowances
 - NSPE list updates
 - Equipment Inventory
- 5) Manage subcontracts
- 6) Implement and manage program management and staffing plans
- 7) Conduct Health and Safety Reviews
- 8) Word processing and graphic artists
- 9) Report editing
- 10) Review of deliverables

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared: 11/03/10

Schedule 2.11(b-1)
 Direct Administrative Labor Hours Budgeted

GRADE LEVEL	IX	VIII	VII	VI	V	IV	III	II	I	TOTAL
2010 Rates	\$67.38	\$58.07	\$50.55	\$47.38	\$42.19	\$36.41	\$29.93	\$25.70	\$22.21	
2011 Rates	\$69.40	\$59.81	\$52.07	\$48.80	\$43.46	\$37.50	\$30.83	\$26.47	\$22.88	
2012 Rates	\$71.48	\$61.61	\$53.63	\$50.27	\$44.76	\$38.63	\$31.75	\$27.27	\$23.56	
2013 Rates	\$73.63	\$63.45	\$55.24	\$51.77	\$46.10	\$39.79	\$32.71	\$28.08	\$24.27	
2014 Rates	\$75.84	\$65.36	\$56.89	\$53.33	\$47.49	\$40.98	\$33.69	\$28.93	\$25.00	

- Prepare monthly cost control report
- Cost control reviews

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared: 11/03/10

**Schedule 2.11(c)
 Direct Non-Salary Costs**

Item	Maximum Reimbursement Rate	Unit	Estimated No. of Units	Total Estimated Cost
A) Sample Analysis Rates (In-House Cost Only)				
1) Groundwater	\$0.00	each	0	\$0.00
2) Soil Vapor	\$0.00	each	0	\$0.00
3) Sub-slab samples	\$0.00	each	0	\$0.00
TOTAL				\$0.00
B) Miscellaneous				
1) TRAVEL				
Lodging	\$ 110.16	night+taxes	45	\$4,957.20
Meals and Incidentals ¹	\$ 51.00	day	45	\$2,295.00
Car Rental	\$ 52.99	day	48	\$2,543.52
Cargo Van Rental	\$ 69.85	day	0	\$0.00
Mileage	\$ 0.500	mile	0	\$0.00
LVE	\$ 10	person/day	45	\$450.00
Parking and Tolls	\$ 576.00	LS	1	\$576.00
Gas	Actual Costs	N/A	N/A	\$1,904.76
Air Fare	\$ -	avg. RT price	0	\$0.00
TOTAL				\$12,726.48
2) CONSULTANT OTHER DIRECT COSTS				
Printing/Photocopy	\$0.05	page	0	\$0.00
CAD Computer	\$7.50	hour	0	\$0.00
Telephone & Fax	Actual Costs	N/A	N/A	\$0.00
Shipping	Actual Costs	N/A	N/A	\$900.00
Consumables	Actual Costs	N/A	N/A	\$1,018.61
Other	\$0.00	N/A	N/A	\$0.00
TOTAL				\$1,918.61
Total ODCs				\$14,645

Notes:

1. Total estimated cost for Meals and Incidentals adjusted to account for travel days.

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36

Date Prepared:

11/03/10

Schedule 2.11(d) 3
Maximum Reimbursement Rates for Vendor Rented Equipment

(1) Item	(2) Task No.	(3) Max. Reimbursement Rate (\$)*	(4) Est. Usage (Unit of Time) +	(5) Est. Rental Cost (\$) (Col. 3 x 4)
Geotech Series II Peristaltic Pump	2	\$ 75.00	1 week	\$ 75.00
YSI 556	2	\$ 300.00	1 week	\$ 300.00
Lamotte2020 Turbidity Meter	2	\$ 80.00	1 week	\$ 80.00
PID ppb rae	2	\$ 300.00	2 week	\$ 600.00
Trimble Geo XH	2	\$ 85.00	1 day	\$ 85.00
Geotech Series II Peristaltic Pump	3	\$ 75.00	2 week	\$ 150.00
YSI 556	3	\$ 300.00	2 week	\$ 600.00
Lamotte2020 Turbidity Meter	3	\$ 80.00	2 week	\$ 160.00
MGD 2002 Helium Detector	2	\$ 90.00	1 day	\$ 90.00
MGD 2002 Helium Detector	3	\$ 90.00	1 day	\$ 90.00
Ultra High Pure Helium	2	\$ 275.00	1 week	\$ 275.00
Ultra High Pure Helium	3	\$ 275.00	1 week	\$ 275.00
				\$ -
				\$ -
				\$ -
Total Vendor Rented Equipment				\$ 2,780

Notes:

* Reimbursement will be made at the Maximum Reimbursement rate or the actual rental rate, whichever is less.

+ Usage time includes shipping to and from site.

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared: 11/03/10

Schedule 2.11(f)
 Unit Price Subcontracts

- quotes provided

Phase I Remedial Investigation				
Name of Subcontractor		Service		Price
minority owned buisness				Management Fee
Nothnagle		Geoprobe		\$ 11,640
				\$ 466
Item	Units	UOM	Unit Cost	Total Cost
Mobilization	1	\$/ls	\$ -	\$ -
Direct Push System	5	\$/day	\$ 1,500.00	\$ 7,500.00
Temporary Decon Pad	1	\$/ls	\$ 100.00	\$ 100.00
Piezometer installed in direct push hole - 1" diameter Sch. 40 PVC, including riser, screen, sandpack and bentonite seals/grout (Depths of 0 ft to < 30 ft)	80	\$/lf.	\$ 8.00	\$ 640.00
6" steel flush mounted vault	4	\$/ea	\$ 105.00	\$ 420.00
Cost to supply USDOT 55 gallon drum	2	\$/ls	\$ 45.00	\$ 90.00
Groundwater sample with hydropunch or equivalent	40	\$/ea	\$ 20.00	\$ 800.00
Concrete	1	\$/bag	\$ 15.00	\$ 15.00
Asphalt patch	1	\$/bag	\$ 25.00	\$ 25.00
Soil Vapor Point	4	\$/ls	\$ 200.00	\$ 800.00
Air Knife with Two Man Crew for One day	1	\$/ls	\$ 1,250.00	\$ 1,250.00

Subtotal Cost: \$ 11,640
 Management Fee: \$ 466
 Total: \$ 12,106 ✓

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared:

11/03/10

Schedule 2.11(f)
 Unit Price Subcontracts

- quotes provided

Phase II Remedial Investigation				
Name of Subcontractor		Service	Price	Management Fee
neither minority or woman owned business		Drilling - Installation of 4 MWs	\$ 4,511	\$ -
Geologic NY				
Item	Units	UOM	Unit Cost	Total Cost
Mobilization	1	\$/ls	\$ 1,000.00	\$ 1,000.00
4.25-Inch ID Hollow Stem Augers	100	\$/lf.	\$ 8.00	\$ 800.00
Split-Spoons: 2.0-inch OD	12	\$/ea.	\$ 8.00	\$ 96.00
PVC Well Screen, 2.0-inch ID, #10 Slot, Schedule 40	40	\$/lf.	\$ 11.00	\$ 440.00
PVC Well Riser, 2.0-inch ID, Schedule 40	60	\$/lf.	\$ 11.00	\$ 660.00
Well Screen Sand Pack For 2.0-Inch Monitoring Well Set in 4.25-Inch Hollow Stem Augers	48	\$/lf.	\$ -	\$ -
Seal for 2.0-Inch Monitoring Well Set in 4.25-Inch Hollow Stem Augers	8	\$/lf.		\$ -
Riser Backfill for 2.0-Inch Monitoring Well Set in 4.25-Inch Hollow Stem Augers	54	\$/lf.		\$ -
Flush-Mount, 6.0-inch ID Road Box with Locking Cover and Concrete Apron	4	\$/ea.	\$ 80.00	\$ 320.00
Supply Clean DOT-Approved 55-gallon Drums with Wood Pallets	10	\$/ea.	\$ 27.00	\$ 270.00
Moving 55-gallon Drums to Borehole; Filling, Transporting, and Staging or Emptying of Drilling Fluid/ Development Water Drums	4	\$/ea.	\$ 40.00	\$ 160.00
Moving 55-gallon Drums to Borehole; Filling, Transporting, and Staging or Emptying of Drill Cutting Drums	6	\$/ea.	\$ 40.00	\$ 240.00
Construction of One (1) Decontamination Steam-Cleaning Pad to Collect Solid and Liquid Contaminants	1	\$/ls	\$ 125.00	\$ 125.00
Decontamination of Drill Rig, Tools, and All Other Equipment Between Borings	3	\$/ls	\$ 80.00	\$ 240.00
Stand-by Time	2	\$/ls	\$ 80.00	\$ 160.00

Subtotal Cost: \$ 4,511
 Management Fee: \$ -
 Total: \$ 4,511 ✓

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared:

11/03/10

Schedule 2.11(f)
 Unit Price Subcontracts

- on standby

Phase I Remedial Investigation									
Name of Subcontractor		Service		Price		Management Fee			
minority owned buisness									
Chemtech Laboratory		Analytical Laboratory		\$ 4,680		\$ 187			
Item		Units		UOM		Unit Cost		Total Cost	
Geoprobe Water and Pore Water									
VOC Water - 8260		60		each		\$78.00		\$ 4,680.00	
- 20 borings * 2 samples = 40 samples									
- 5 microwells = 5 samples									
- 5 porewater = 5 samples									
- 2 sets of QA/QC (TB, RB, Dup, MS/MSD)									

Subtotal Cost: \$ 4,680
 Management Fee: \$ 187
 Total: \$ 4,867 ✓

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared: 11/03/10

Schedule 2.11(f)
 Unit Price Subcontracts

- quotes provided

Phase I Remedial Investigation				
Name of Subcontractor		Service		Price
neither minority or woman owned business				
Lu Engineers		Survey		\$ 790
Item	Units	UOM	Unit Cost	Total Cost
Survey for Phase I Field Work	1	\$/ls	\$790.39	\$ 790.39
Assumptions: NYS DOL "prevailing wage" rates do not apply. Site will be accessible. Site work is classified as Level D.				

Subtotal Cost: \$ 790
 Management Fee: \$ -
 Total: \$ 790 ✓

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36

Date Prepared:

11/03/10

Schedule 2.11(f)
Unit Price Subcontracts

- on standby

Phase I Remedial Investigation			
Name of Subcontractor		Service	Price
woman owned buisness			
Enalytic Laboratory		Soil Vapor Laboratory	\$ 2,550
			\$ 102
Item	Units	UOM	Unit Cost
Geoprobe Soil Vapor Sampling and 1 Round or Indoor Air VOCs - TO-15	17	each	\$ 150.00
			\$ 2,550.00

Subtotal Cost:	\$	2,550
Management Fee:	\$	102
Total:	\$	2,652

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared:

11/03/10

- on standby

Schedule 2.11(f)
 Unit Price Subcontracts

Phase II Remedial Investigation				
Name of Subcontractor		Service		Management Fee
minority owned buisness				
Chemtech Laboratory		Analytical Laboratory		
Item	Units	UOM	Unit Cost	Total Cost
Well Water Samples				
VOC Water - 8260	20	each	\$ 78.00	\$ 1,560.00
Natural Attenuation Parameters				
TAL - (Iron and Manganese Only)	6	each	\$ 45.00	\$ 270.00
TOC- 415.1	6	each	\$ 40.00	\$ 240.00
Nitrate - 300	6	each	\$ 25.00	\$ 150.00
Nitrite - 354.1	6	each	\$ 25.00	\$ 150.00
Sulfate - 300	6	each	\$ 25.00	\$ 150.00
Sulfide - 376.2	6	each	\$ 25.00	\$ 150.00
Methane/Ethane/Ethene RSK-175	6	each	\$ 125.00	\$ 750.00
CO2 - SM4500	6	each	\$ 60.00	\$ 360.00
Alkalinity - 310.1	6	each	\$ 25.00	\$ 150.00
Chloride - 300	6	each	\$ 25.00	\$ 150.00

Subtotal Cost: \$ 4,080
 Management Fee: \$ 163
 Total: \$ 4,243 ✓

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared:

11/03/10

- quotes provided

Schedule 2.11(f)
 Unit Price Subcontracts

Phase II Remedial Investigation			
Name of Subcontractor		Service	Price
neither minority or woman owned business			Management Fee
Lu Engineers		Survey	\$ 618
Item	Units	UOM	Unit Cost
Survey for Phase II Field Work	1	\$/ls	\$617.64
Assumptions: NYS DOL "prevailing wage" rates do not apply. Site will be accessible. Site work is classified as Level D.			
			Total Cost

Subtotal Cost: \$ 618
 Management Fee: \$ -
 Total: \$ 618



11/03/10

Schedule 2.11(f)
Unit Price Subcontracts

- on standby

Phase II Remedial Investigation			
Name of Subcontractor		Service	Price
woman owned business			
Enalytic Laboratory		Soil Vapor Laboratory	\$ 3,000
			\$ 120
Item	Units	UOM	Unit Cost
Round II of Indoor Air Sampling VOCs - TO-15	20	each	\$ 150.00
			\$ 3,000.00

Subtotal Cost:	\$	3,000
Management Fee:	\$	120
Total:	\$	3,120

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared: 11/03/10

Schedule 2.11(f)
 Unit Price Subcontracts

-okay

Phase I Remedial Investigation				
Name of Subcontractor		Service		Price
neither minority or woman owned business				
Placeholder - TBD		IDW Disposal		\$ 755
Item	Units	UOM	Unit Cost	Total Cost
IDW Disposal				
Soil (55 gallon drum)	1	each	\$ 345.00	\$ 345.00
Water (55 gallon drum)	1	each	\$ 205.00	\$ 205.00
Transportation	2	each	\$ 37.00	\$ 74.00
Energy Recovery Fee (11%)	1	EA	\$ 11.00	\$ 68.64
tax (9%)	1	ea	\$ 9.00	\$ 62.34
Placeholder				
Pricing is estimated; based on F Listed Haz Waste.				
Actual cost will be determined based on actual analytical data.				
Unit rates based on CHES quote dated 1/8/10; submitted under WA D004434-32.				

Subtotal Cost: \$ 755
 Management Fee: \$ -
 Total: \$ 755

✓

Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

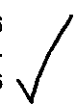
Date Prepared: 11/03/10

Schedule 2.11(f)
 Unit Price Subcontracts

okay

Phase II Remedial Investigation				
Name of Subcontractor		Service		Price
neither minority or woman owned business				Management Fee
Placeholder (TBD)		IDW Disposal		\$ 3,586
Item	Units	UOM	Unit Cost	Total Cost
IDW Disposal				
Soil (55 gallon drum)	6	each	\$ 345.00	\$ 2,070.00
Water (55 gallon drum)	4	each	\$ 205.00	\$ 820.00
Transportation	2	each	\$ 37.00	\$ 74.00
Energy Recovery Fee (11%)	1	EA	\$ 11.00	\$ 326.04
tax (9%)	1	ea	\$ 9.00	\$ 296.10
Placeholder				
Pricing is estimated; based on F Listed Haz Waste.				
Actual cost will be determined based on actual analytical data.				
Unit rates based on CHES quote dated 1/8/10; submitted under WA D004434-32.				

Subtotal Cost: \$ 3,586
 Management Fee: \$ -
 Total: \$ 3,586



Engineer: MACTEC Engineering and Consulting
 Contract Number: D004434
 Project Name: Off-Site Carriage Cleaners
 Work Assignment Number: 36

Date Prepared:

11/03/10

Schedule 2.11(f)
 Unit Price Subcontracts

on standby

IRM - Sub-Slab Depressurization Systems ▼				
Name of Subcontractor		Service		Price
woman owned buisness ▼				
Analytic Laboratory (if needed)		Soil Vapor Laboratory		\$ 750
Management Fee				\$ 30
Item	Units	UOM	Unit Cost	Total Cost
Post System Sampling VOCs - TO-15	5	each	\$ 150.00	\$ 750.00

Subtotal Cost: \$ 750
 Management Fee: \$ 30
 Total: \$ 780 ✓

11/03/10

- Kay

[illegible]

✓

SCHEDULE 2.11(g)

MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36
Task #/Name: All Tasks
Complete: 0.0%

Page: 1 OF 6
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Expenditure Category	A	B	C	D	E	F	G	H
	Costs Claimed This Period	Paid To Date	Total Disallowed To Date	Total Costs Incurred To Date (A+B+C)	Estimated Costs To Completor	Estimated Total Work Assignment Price (A+B+E)	Approved Budget	Estimated Under/Over (G-F)
1. Direct Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,318	\$ -
2. Indirect Costs 166.6%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,832	\$ -
3. Subtotal Direct Salary Costs and Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,149	\$ -
4. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,726	\$ -
5. Other Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,699	\$ -
6. Subtotal Direct Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,425	\$ -
7. Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,085	\$ -
7a. Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,513	\$ -
8. Total Site Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193,173	\$ -
9. Fixed Fee 5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,307	\$ -
10. Total Site Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 199,480	\$ -

Program Manager (Engineer) _____

Date: _____

SCHEDULE 2.11(g)

MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36
Task #/Name: Task 1 - Preliminary Activities
Complete: 0.0%

Page: 2 OF 6
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Expenditure Category	A	B	C	D	E	F	G	H
	Costs Claimed This Period	Paid To Date	Total Disallowed To Date	Total Costs Incurred To Date (A+B+C)	Estimated Costs To Completor	Estimated Total Work Assignment Price (A+B+E)	Approved Budget	Estimated Under/Over (G-F)
1. Direct Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,274	
2. Indirect Costs 166.6%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,788	
3. Subtotal Direct Salary Costs and Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,061	\$ -
4. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Other Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Subtotal Direct Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7a. Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Total Task Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,061	\$ -
9. Fixed Fee 5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303	
10. Total Task Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,364	\$ -

Program Manager (Engineer)

Date:

SCHEDULE 2.11(g)

MONTHLY-COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36
Task #/Name: Task 2 - Phase I Remedial Investigation
Complete: 0.0%

Page: 3 OF 6
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Expenditure Category	A	B	C	D	E	F	G	H
	Costs Claimed This Period	Paid To Date	Total Disallowed To Date	Total Costs Incurred To Date (A+B+C)	Estimated Costs To Completor	Estimated Total Work Assignment Price (A+B+E)	Approved Budget	Estimated Under/Over (G-F)
1. Direct Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,803	
2. Indirect Costs 166.6%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,661	
3. Subtotal Direct Salary Costs and Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,464	\$ -
4. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,856	
5. Other Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,436	
6. Subtotal Direct Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,292	\$ -
7. Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,415	
7a. Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 755	
8. Total Task Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,926	\$ -
9. Fixed Fee 5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,973	
10. Total Task Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,899	\$ -

Program Manager (Engineer) _____

Date: _____

SCHEDULE 2.11(g)

MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36
Task #/Name: Task 3 - Phase II Remedial Investigation
Complete: 0.0%

Page: 4 OF 6
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Expenditure Category	A	B	C	D	E	F	G	H
	Costs Claimed This Period	Paid To Date	Total Disallowed To Date	Total Costs Incurred To Date (A+B+C)	Estimated Costs To Completor	Estimated Total Work Assignment Price (A+B+E)	Approved Budget	Estimated Under/Over (G-F)
1. Direct Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,020	
2. Indirect Costs 166.6%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,023	
3. Subtotal Direct Salary Costs and Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,042	\$ -
4. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,645	
5. Other Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,262	
6. Subtotal Direct Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,908	\$ -
7. Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,795	
7a. Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 283	
8. Total Task Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,028	\$ -
9. Fixed Fee 5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,002	
10. Total Task Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,030	\$ -

Program Manager (Engineer) _____

Date: _____

SCHEDULE 2.11(g)

MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36
Task #/Name: Task 4 - Analysis of Alternatives/Remedy Selection
Complete: 0.0%

Page: 5 OF 6
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Expenditure Category	A	B	C	D	E	F	G	H
	Costs Claimed This Period	Paid To Date	Total Disallowed To Date	Total Costs Incurred To Date (A+B+C)	Estimated Costs To Completion	Estimated Total Work Assignment Price (A+B+E)	Approved Budget	Estimated Under/Over (G-F)
1. Direct Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,700	
2. Indirect Costs 166.6%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,161	
3. Subtotal Direct Salary Costs and Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,861	\$ -
4. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 995	
5. Other Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Subtotal Direct Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 995	\$ -
7. Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7a. Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Total Task Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,856	\$ -
9. Fixed Fee 5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,293	
10. Total Task Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,149	\$ -

Program Manager (Engineer) _____

Date: _____

SCHEDULE 2.11(g)

MONTHLY COST CONTROL REPORT
SUMMARY OF FISCAL INFORMATION

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36
Task #/Name: Task 5 - IRM - Sub-Slab Depressurization Systems
Complete: 0.0%

Page: 6 OF 6
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Expenditure Category	A	B	C	D	E	F	G	H
	Costs Claimed This Period	Paid To Date	Total Disallowed To Date	Total Costs Incurred To Date (A+B+C)	Estimated Costs To Completor	Estimated Total Work Assignment Price (A+B+E)	Approved Budget	Estimated Under/Over (G-F)
1. Direct Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,522	
2. Indirect Costs 166.6%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,199	
3. Subtotal Direct Salary Costs and Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,721	\$ -
4. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,230	
5. Other Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Subtotal Direct Non-Salary Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,230	\$ -
7. Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,875	
7a. Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475	
8. Total Task Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,301	\$ -
9. Fixed Fee 5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 736	
10. Total Task Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,037	\$ -

Program Manager (Engineer) _____

Date: _____

**Schedule 2:11(g) - Supplemental
COST CONTROL REPORT FOR SUBCONTRACTS**

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36

Page 1 of 1
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Phase I Remedial Investigation ▼

Subcontract Name	A Subcontract Costs Claimed This Application Incl. Resubmittals	B Subcontract Costs Approved For Payment on Previous Applications	C Total Subcontract Costs To Date (A plus B)	D Subcontract Approved Budget	Management Fee This Application	Management Fee Previous Applications	F Management Fee Paid	E Management Fee Budget
			\$ -	\$ -			\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -
Nothnagle			\$ -	\$ 11,640.00			\$ -	\$ 465.60
			\$ -	\$ -			\$ -	\$ -
Chemtech Laboratory			\$ -	\$ 4,680.00			\$ -	\$ 187.20
Lu Engineers			\$ -	\$ 790.39			\$ -	\$ -
Enalytic Laboratory			\$ -	\$ 2,550.00			\$ -	\$ 102.00
TOTALS	\$ -	\$ -	\$ -	\$ 19,660			\$ -	\$ 755

Project Manager: _____

Date: _____

NOTES:

- (1) Costs listed in Columns A, B, C & D do not include any management fee costs.
- (2) Management fee is applicable to only properly procured, satisfactorily completed, unit price subcontracts over \$10,000.
- (3) Line 11, Column G should equal Line 7 (Subcontractors), Column D of Summary Cost Control Report.

Schedule 2.11(g) - Supplemental
COST CONTROL REPORT FOR SUBCONTRACTS

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36

Page 1 of 1
Date Prepared: 11/03/10
Billing Period:
Invoice No.

Phase II Remedial Investigation ▼

Subcontract Name	A Subcontract Costs Claimed This Application Incl. Resubmittals	B Subcontract Costs Approved For Payment on Previous Applications	C Total Subcontract Costs To Date (A plus B)	D Subcontract Approved Budget	Management Fee This Application	Management Fee Previous Applications	F Management Fee Paid	E Management Fee Budget
Geologic NY			\$ -	\$ 4,511.00			\$ -	\$ -
Chemtech Laboratory			\$ -	\$ 4,080.00			\$ -	\$ 163.20
Lu Engineers			\$ -	\$ 617.64			\$ -	\$ -
Enalytic Laboratory			\$ -	\$ 3,000.00			\$ -	\$ 120.00
Placeholder - TBD			\$ -	\$ 754.98			\$ -	\$ -
Placeholder (TBD)			\$ -	\$ 3,586.14			\$ -	\$ -
Enalytic Laboratory (if needed)			\$ -	\$ -			\$ -	\$ -
Placeholder (TBD)			\$ -	\$ -			\$ -	\$ -
TOTALS	\$ -	\$ -	\$ -	\$ 16,550			\$ -	\$ 283

Project Manager: _____

Date: _____

NOTES:

- (1) Costs listed in Columns A, B, C & D do not include any management fee costs.
- (2) Management fee is applicable to only properly procured, satisfactorily completed, unit price subcontracts over \$10,000.
- (3) Line 11, Column G should equal Line 7 (Subcontractors), Column D of Summary Cost Control Report.

Schedule 2.11(g) - Supplemental
COST CONTROL REPORT FOR SUBCONTRACTS

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36

Page 1 of 1
Date Prepared: 11/03/10
Billing Period:
Invoice No.

IRM - Sub-Slab Depressurization Systems ▼

Subcontract Name	A Subcontract Costs Claimed This Application Incl. Resubmittals	B Subcontract Costs Approved For Payment on Previous Applications	C Total Subcontract Costs To Date (A plus B)	D Subcontract Approved Budget	Management Fee This Application	Management Fee Previous Applications	F Management Fee Paid	E Management Fee Budget
			\$ -	\$ -			\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -
Enalytic Laboratory (if needed)			\$ -	\$ 750.00			\$ -	\$ 30.00
Placeholder (TBD)			\$ -	\$ 11,125.00			\$ -	\$ 445.00
TOTALS	\$ -	\$ -	\$ -	\$ 11,875			\$ -	\$ 475

Project Manager: _____

Date: _____

NOTES:

- (1) Costs listed in Columns A, B, C & D do not include any management fee costs.
- (2) Management fee is applicable to only properly procured, satisfactorily completed, unit price subcontracts over \$10,000.
- (3) Line 11, Column G should equal Line 7 (Subcontractors), Column D of Summary Cost Control Report.



SCHEDULE 2.11(h)
MONTHLY COST CONTROL REPORT
SUMMARY OF LABOR HOURS

Number of Direct Labor Hours Expended to Date/Estimated Number of Direct Labor Hours to Completion

Engineer: MACTEC Engineering and Consulting
Contract Number: D004434
Project Name: Off-Site Carriage Cleaners
Work Assignment Number: 36

Date Prepared: 11/03/10
Billing Period:
Invoice #:

NSPE Labor Classification	IX Exp/Est		VIII Exp/Est		VII Exp/Est		VI Exp/Est		V Exp/Est		IV Exp/Est		III Exp/Est		II Exp/Est		I Exp/Est		Total No. of Direct Labor Hours Exp/Est	
Task 1 - Preliminary Activities	0.0	2	0.0	4	0.0	0	0.0	2	0.0	0	0.0	4	0.0	10	0.0	48	0.0	6	0.0	76
Task 2 - Phase I Remedial Investigation	0.0	7	0.0	37	0.0	0	0.0	2	0.0	6	0.0	13	0.0	175	0.0	209	0.0	24	0.0	473
Task 3 - Phase II Remedial Investigation	0.0	7	0.0	48	0.0	0	0.0	2	0.0	10	0.0	20	0.0	124	0.0	227	0.0	24	0.0	462
Task 4 - Analysis of Alternatives/Remedy Selection	0.0	6	0.0	16	0.0	0	0.0	20	0.0	32	0.0	0	0.0	78	0.0	96	0.0	32	0.0	280
Task 5 - IRM - Sub-Slab Depressurization System	0.0	2	0.0	9	0.0	0	0.0	12	0.0	0	0.0	0	0.0	4	0.0	146	0.0	8	0.0	181
Task 6 -	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0
Task 7 -	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0
Task 8 -	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0
Total Hours	0.0	24	0.0	114	0.0	0	0.0	38	0.0	48	0.0	37	0.0	391	0.0	726	0.0	94	0.0	1472

* Expended/Estimated

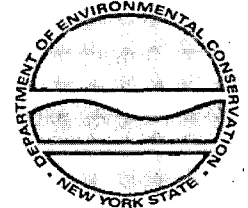
New York State Department Of Environmental Conservation

Office of Minority and Women's Business Program

625 Broadway, 10th Floor, Albany, New York 12233-5028

Phone: 518.402.9311 Fax: 518.402.9230

Website: www.dec.ny.gov Email: mwbe@gw.dec.state.ny.us



Version 2.1

Consultant / Contractor Detailed M/WBE-EEO Utilization Plan

Contractor Name:	MACTEC ENGINEERING AND CONSULTING		
NYSDEC Contract No:	D004434	Contractor Federal ID:	010425349
Contract Start Date:	07/15/2005	Contract End Date:	07/14/2012
		Date Submitted:	10/04/2010
Contractor Address:	511 CONGRESS STREET		
City:	PORTLAND	State:	Maine
		Zip Code:	04101
Contractor E-mail:	jwpeterson@mactec.com		Contractor Phone Number:
			(207) 775-5401

Contract Type:	Services / Technologies
Project Goals Based on:	Work Assignments
Project County:	Monroe
Authorized Representative Name:	JOHN PETERSON
Authorized Representative Title:	PROJECT MANAGER

M/WBE Contract Summary	%	Amount	EEO Contract Summary	%	No of Employees
1. NYSDEC Contract Amount	(A)	\$7,000,000.00	7. Total Employees in this project	100 %	8
2. Recipient Share (If Applicable)	(B)		8. Total Goal -Minority Employees %	10	0.8
3. Total Project Amount (A + B) *	100 %	\$7,000,000.00	9. Total Goal - Female Employees %	10	0.8
4. MBE Project Goal %	15.	\$1,050,000.00	10. EEO Combined Totals %	20	1.6
5. WBE Project Goal %	5.	\$350,000.00	* - Goals apply on Total Project Amount		
6. M/WBE Total %	20	\$1,400,000.00			

Section II - EEO Information: In order to achieve the EEO Goals, Minorities and Females are expected to be employed in the following Job categories. Please provide breakdown of Minority and Female Employees assigned to this project Only. If the EEO goals are not met please provide an explanation in the comments area.

Job Categories	Total Count of Minority Employees	Breakdown of Total Count of Minority Employees by Gender		Breakdown of Total Count of Minority Employees by Ethnicity				
		Male	Female	African American	Asian	Native American	Hispanic	White
Officials/Managers	1	1						1
Professionals	5	3	2					5
Technicians	2	1	1					2
Sales Workers								
Office/Clerical								
Craftsman								
Laborers								
Service / Workers								
Totals	8	5	3					8

Comments:

Please don't remove previous comments

WA # D004434-36 - Carriage Cleaners Off-Site
Monroe County

M/WBE Contractors included in this work assignment:

Chemtech- \$8,394

Enalytic - \$3,750

Section III - M/WBE Information: In order to achieve the M/WBE Goals, New York State Certified MINORITY/WOMEN-OWNED firms are expected to participate in the following manner.

Important: If there is NO M/WBE Vendor Participation please provide brief summary of Good Faith Documentation in the Comments. Do not enter NA or NONE in Vendor Name.

M/WBE Vendor Name	Federal ID	Vendor Status	Subcontract Amount	Start Date	End Date	Payment Date	Work Description
POPLI DESIGN GROUP	161424510	MBE	\$25,594.00	07/15/2005	07/14/2012		Survey
YEC, INC.	133256907	MBE	\$23,915.00	07/15/2005	07/14/2012		Survey
MITKEM	043093277	MBE	\$12,375.00	07/15/2005	01/01/2008		Analytical
CON-TEST ANALYTICAL LAB	161243205	WBE	\$219,571.00	07/15/2005	07/14/2012		Analytical
ENVIRONMENTAL DATA VALIDATION	251784345	DUAL	\$34,950.00	07/15/2005	07/14/2012		Data Validation
GEOLOGIC	161420642	WBE	\$15,466.00	07/15/2005	08/01/2008		Drilling
CEN TEK LABORATORIES	020693588	WBE	\$43,758.00	07/15/2005	07/14/2012		Work
CHEMTECH CONSULTING GROUP	132598184	MBE	\$70,852.00	07/15/2005	07/14/2012		Analytical
ENVIRONMENTAL DATA SERVICES	841237223	MBE	\$15,000.00	07/15/2005	07/14/2012		Field Support
NANCY POTAK	030335575	WBE	\$7,331.00	07/15/2005	07/14/2012		Data Validation
AZTECH	161536343	MBE	\$2,495.00	07/15/2005	07/14/2012		Geoprobe
ENALYTIC	203850481	WBE	\$6,150.00	07/15/2005	07/14/2012		Laboratory
	Total Subcontract Amount		\$477,457.00				

By printing name below, Contractor: 1. Certifies that the above information is true and complete as of this date. 2. If required, Will Provide good faith effort documentation to NYSDEC.

Important: Please don't attach this form manually to E-Mail instead Click Submit by E-mail button to send form via E-Mail.

Authorized Representative Signature (Print Name)

JOHN PETERSON

FOR NYSDEC MWBE UNIT USE ONLY

Approved By:

Approved Date:

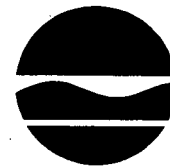
New York State Department of Environmental Conservation

Division of Environmental Remediation, 12th Floor

625 Broadway, Albany, New York 12233-7012

Phone: (518) 402-9764, • Fax: (518) 402-9722

Website: www.dec.ny.gov



Alexander B. Grannis
Commissioner

September 13, 2010

Mr. William Weber
MACTEC Engineering and Consulting
511 Congress Street, PO Box 7050
Portland, ME 04112-7050

RE: WA Issuance/Notice to Proceed

Dear Mr. Weber:

The New York State Department of Environmental Conservation's Division of Environmental Remediation (DER) is issuing to your firm and authorizing your firm to proceed with the work assignment (WA) identified below and in the enclosed work plan template and/or costing tool report for the performance of Remedial Investigation/Feasibility Study work in Monroe County.

Please contact DER's Project Manager (PM) immediately to discuss the WA, including staffing, time-critical work, and any other site-specific concerns.

<i>Contract/WA No.:</i>	D004434-36
<i>Site/Spill No./PIN:</i>	C828131A
<i>Site/Spill Name:</i>	Off-site Carriage Cleaners
<i>Program Element:</i>	Remedial Investigation/Feasibility Study
<i>Est. Total WA Budget:</i>	\$142,000

<i>Project Manager:</i>	Eric Hausamann
<i>PM Phone No.:</i>	518-402-9813
<i>PM E-mail:</i>	eghausam@gw.dec.state.ny.us

<i>Contract Manager:</i>	Lisa Lewis
<i>CM Phone No.:</i>	518-402-9601
<i>CM E-mail:</i>	lmlewis@gw.dec.state.ny.us

<i>M/WBE Contact:</i>	Juan Abadia
<i>M/WBE Phone No.:</i>	518-402-9311
<i>M/WBE E-mail:</i>	jtabadia@gw.dec.state.ny.us

Please review your firm's relationship with the Potential Responsible Parties (PRPs) listed on the attachment to the enclosed Conflict of Interest Certification form. Complete the form, accept or reject the WA, and return the form to the Contract Manager (CM) within **5 calendar days** of the date of this letter.

The Schedule 2.11s and M/WBE Utilization Plan for the WA must be completed and sent electronically in a single Adobe® PDF document to the CM within **21 calendar days** of the date of this letter. If multiple sites are included in the WA, Schedule 2.11s must be provided for each site and the total WA. The Schedule 2.11s must be in accordance with the executed standby contract. The Schedule 2.11s should identify areas of work requiring subcontracting and the certified M/WBE firms to be utilized, if known. If the M/WBE Utilization Plan for the WA does not meet the M/WBE goals set forth in the standby contract, an explanation must be provided at the time the M/WBE Utilization Plan is submitted. Standby subcontractors should be utilized to the extent practical. Project-specific subcontracts must be procured in accordance with the overall schedule (i.e., a reasonably estimated placeholder cost can be included for services not yet procured). The Schedule 2.11s should reflect the scope of work outlined in the work plan template and/or costing tool report. A cover letter accompanying the submittal of the Schedule 2.11s should include a brief justification of the budget supported by the Schedule 2.11s, the anticipated completion date(s) for the work, and the anticipated billings by State fiscal year. Additional justification should be included if work is proposed for multiple years. Adobe® PDFs are to be submitted in an electronic format that complies with DER's Electronic Document Standards.

If you have any questions regarding the WA's scope of work (work plan template) and/or budget (Schedule 2.11s), please contact the PM. Requests for reimbursement for the WA should not be submitted and will not be processed prior to the approval of the Schedule 2.11s.

If work is not initiated in a timely manner or the Schedule 2.11s are not approved by DER within **60 calendar days** of the date of this letter, the WA may be terminated and reimbursement will be limited to a negotiated amount based on work performed to date of termination.

Sincerely,



Michael J. Cruden, P.E.
Chief
Contracts and Payments Section
Bureau of Program Management
Division of Environmental Remediation

Attachments

ec: E. Hausamann, PM
L. Lewis, CM
M. Cruden
W. Wertz
R. Knizek
D. Weigel
S. Ervolina
D. Desnoyers
D. Finlayson
T. Wolosen
M/WBE Unit

**New York State Department of Environmental Conservation
Division of Environmental Remediation
Conflict of Interest Certification
for
Standby Contract Work Assignment**

I. Potential Responsive Parties

To the best of the New York State Department of Environmental Conservation's knowledge, the potential responsible parties (PRPs) listed on the attached sheet are the known PRPs as of the date of the work assignment issuance letter.

II. Conflict of Interest

Please check the appropriate box(es) below and provide any necessary explanations:

- ☐ The Contractor believes there are no potential organizational or personal conflicts of interest with the PRPs listed and is accepting the above referenced work assignment.
- ☐ The Contractor believes there are potential organizational and/or personal conflict(s) as indicated below:
- a) ☐ The Contractor believes the conflicts would not prohibit the Contractor from accepting the work assignment.
- b) ☐ The Contractor believes the conflicts would prohibit the Contractor from accepting the work assignment.

Please explain and include as an attachment what the organizational and/or personal conflicts may be. Please note that organizational and personal conflicts of interest issues that must be addressed are defined in Appendix B, Section III, Conflict of Interest, in the executed standby contract. Additional items to address include the estimated percentage and dollar value that the contractor's business with the PRP bears to the contractor's business as a whole and whether there are mechanisms in place that allow for adequate independent quality assurance such as Professional Engineer certifications, quality assurance/quality control of data, and independent periodic inspections of work.

III. Certification

The undersigned authorized representative for the contractor indicated below hereby certifies that the information provided in this form or as an attachment to this form is a accurate representation of the relevant facts or circumstances which would give rise to an organizational or personal conflict of interest as defined in Appendix B, Section III, Conflict of Interest, of the executed standby contract indicated below, except as disclosed herein.

Signature of Contractor's Authorized Representative

Date

Contractor Name

Please e-mail completed form to DEC Contract Manager within 5 calendar days of the date of the Work Assignment Issuance/Notice to Proceed Letter.

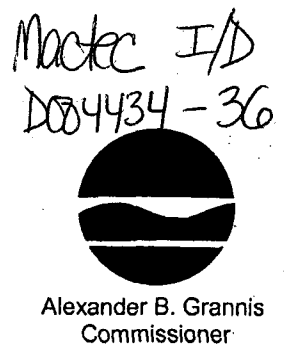
Conflict of Interest for D004434-36
Off-site Carriage Cleaners, Site #C828131A

Potential Responsible Parties:

Sixteen-Hundred Penfield Road, Incorporated
James Reitze, President (former owner)
553 Helendale Road
Rochester, NY 14609

Springs Land Company, LLC
c/o David Clements (current owner and BCP applicant)
P.O. Box 262
Port Gibson, NY 14537

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



MEMORANDUM

TO: Michael J. Cruden, Chief, Contracts and Payments Section, DER

FROM: William E. Wertz, Chief, Remedial Section B, Remedial Bureau E *WEW*
THRU: Robert C. Knizek, Director, Remedial Bureau E *RCK*

SUBJECT: Work Assignment Issuance Request

DATE: MAR 30 2010

Site/Spill Name and Number, Location:

Off-Site Carriage Cleaners (Site ID: C828131A) is located in the Town of Penfield, Monroe County

Site/Spill Information:

See attached copy of UIS report

Conflict of Interest:

See attached list

Work Element:

Off-Site RI/FS

Duration:

24 months

Estimated Budget:

\$142,000

Funding Source:

State Superfund

Brief Description of Scope of Work:

The objective of this Work Assignment (WA) is to investigate off-site vapor and groundwater contamination associated with the Carriage Cleaners BCP site. A vapor mitigation program may also be implemented as an IRM pending results from the off-site soil vapor intrusion investigation. This WA also includes funding for a remedial alternatives analysis should any off-site remediation be needed. (See attached RI/FS cost summary/work plan template.)

Attachments

ec: D. Desnoyers
S. Ervolina
B. Putzig, Region 8
D. Weigel
R. Knizek
W. Wertz
E. Hausamann

L/Hausamann/Carriage Cleaners/memo.C828131A.WA_Issue_BURE.docx



**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF ENVIRONMENTAL REMEDIATION
Site Project Summary Report**



Site Code	C828131A	Site Name	OFF-SITE Carriage Cleaners	
Classification	A	Address	1600 Penfield Road	
Region	8	City	Penfield	Zip 14526
Latitude	43.14	Town	Penfield	
Longitude	-77.50	County	Monroe	Project Manager Eghausam
Site Type				Estimated Size

Site Description

The site is located at 1600 Penfield Road in Penfield and is approximately 0.6 acres in size. It consists of a commercial building (constructed in 1961) that was used for dry cleaning operations until 2005. The building is currently vacant. The surrounding properties are a mix of commercial (including a daycare center) and residential. The building was demolished in the summer of 2009. The surrounding properties are commercial with some residential beyond.

In 2005, the ownership of the site transferred from a previous volunteer (Sixteen-Hundred Penfield Road, Inc.) to a new Volunteer (Springs Land Company, LLC.).

Chlorinated solvents are impacting the soil, groundwater, and soil gas. Springs Land Company, the current Volunteer, has performed site investigations under the BCP and performed an IRM to remove an 1,500-gallon underground storage wastewater holding tank and contaminated soil. The IRM Report and RI report is currently under review by the Department.

Subsequent to adequately delineating contamination at the Site and conducting required remedial actions, the Site may be redeveloped (including demolition of the building) into an automatic car wash facility with no full-time on-site employees.

Contaminants of Concern (Including Materials Disposed)	Quantity Disposed
TETRACHLOROETHYLENE (PCE)	UNKNOWN
TRICHLOROETHENE (TCE)	UNKNOWN
DICHLOROETHYLENE	UNKNOWN
VINYL CHLORIDE	UNKNOWN
TOLUENE	UNKNOWN

Analytical Data Available for : Groundwater, Soil, Soil Vapor

Applicable Standards Exceeded for:

Site Environmental Assessment

Chlorinated solvents are impacting the soil, soil vapor, and groundwater. The remedial investigation identified an 1,500-gallon underground wastewater holding tank that received PCE wastes from the past dry cleaning operations.

There are two source areas impacting the site - the wastewater holding tank area and the PCE Still area. Groundwater and soil vapor are contaminated at the site boundary. A soil vapor point was installed

3/22/2010

adjacent to the office building on the property to the west of the site. Significant contamination was not noted off-site, but follow-up off-site investigations are planned.

An IRM in June 2007 removed the wastewater holding tank and the grossly contaminated soil in the area surrounding the tank. Remaining residual on-site contamination will be addressed in a final remedy.

Site Health Assessment

Project Information

Operable Unit 01 Remedial Program - OFF-SITE C828131

	Agency	Bureau	Office	Manager	Funding Source
--	---------------	---------------	---------------	----------------	-----------------------

Site Characterization

Remedial Investigation	DEC	BURE	REM-B	EGHAUSAM	State Superfund
------------------------	-----	------	-------	----------	-----------------

Remedial Design

Remedial Action

OM & M

	Start Date	Stat.	End Date	Stat.	Rev. Start Date	Stat.	Rev. End Date	Stat.
Site Characterization								
Remedial Investigation		ZZZ		ZZZ	04/15/2010	PLN	03/30/2012	PLN
Remedial Design								
Remedial Action								
OM & M								

Conflict of Interest List:

- 1) Sixteen-Hundred Penfield Rd., Inc., James Reitze, Pres. (former owner)
553 Helendale Road, Rochester, NY
- 2) Springs Land Company LLC, c/o David Clements (current owner and BCP applicant)
PO Box 262, Port Gibson, NY

SUMMARY OF COSTS

	Cost w/o Lab	Lab Cost	Total
Total Cost of RI/FS			
Without Lab Cost:	\$127,715	\$14,056	\$141,771

SITE INFORMATION

Site/Spill No. PIN:	C828131A
Site/Spill Name:	OFF-SITE Carnage Cleaners
Distance to Site:	30 Miles
Site DEC Region:	8
Drilling Subcontractor Wage Schedule:	Non-Prevailing Wage
Additional Notes:	

CALCULATION OF AVERAGE HOURLY LABOR RATE

Calculation of Current Weighted Average Hourly Rate

Labor Category	Labor Distribution by Category	Current Hourly Rates
IX	1 %	\$190
VIII	2 %	\$170
VII	3 %	\$145
VI	20 %	\$125
V	10 %	\$110
IV	18 %	\$95
III	6 %	\$80
II	30 %	\$65
I	10 %	\$55
Total	100 %	

Current Weighted Average Hourly Labor Rate	\$93
Assumed CPI Adjustment (%)	3

Calculation of Project Term Weighted Average Hourly Labor Rate

Year	Percentage of Work	Labor Rate Average (\$/hr)
Current	70 %	\$93
2	30 %	\$95
3	0 %	\$98
4	0 %	\$101
5	0 %	\$104
Total	100 %	

Project Term Weighted Average Hourly Labor Rate	\$93
---	------

WORK ELEMENT RI/FS

Task 1: Preliminary Activities

Item	Cost
File Review	\$1,494
One Trip to the Site	
Hours	\$93
Travel Expenses	\$0
One Trip to Albany for Scope Mgt.	
Hours	\$0
Travel Expenses	\$0
Develop Schedule 2.11's	\$2,988
Site Specific Project Requirements	\$747
Progress Schedule required?	Yes \$374
Executive Summary Required for Repository?	Yes \$0
Environmental Data Review (EDR) Report	\$0
Historical File Review	\$0
Subtotal	\$5,700

Task 2: RI Phase I**Total Cost of Task 2 - RI Phase I: \$72,100****Selected Activities**

Site Preparation
Survey
Test Trenches
Soil Borings/Probing and Subsurface Soil Sampling
Well Drilling and/or Groundwater Sampling
Geophysical Survey
Surface Soil Sampling
Sediment Sampling
Surface Water Sampling
Wipe Sampling
Concrete Chips/Scale Sampling
Soil Gas Sampling
Soil Vapor Sampling and Mitigation
Other Sampling
Fish and Wildlife Impact Assessment (FWIA)
Phase I Remedial Investigation Report

Survey \$2,500
Travel \$500
Subtotal \$3,000
Notes 0

Groundwater Sampling**Well Installation****Summary of Well Installation**

Total Augering Depth (ft) 80
Total Bedrock Drilling Depth (ft) 0
Total No. Well 4
Total Bedrock Drilling (ft) 0
Total Number of Drilling Days 2
Total Cost \$3,700

Well Set 1

Item	Value
No. Wells	4
Well Depth (ft)	20
Into Bedrock?	2
Screen Detail	2" PVC Screen (Slotted)
Screen Length per Well (ft)	10
Riser Detail	2" PVC Threaded Joint
No. Split Spoon Samples per well	1
Rock Drilling/Coring Method	None
Depth to Bedrock (ft)	0
Augering Depth (ft)	20
Bedrock Drilling Depth (ft)	0
Well Completion	Steel Protective Casing, 4" (With Locking Cap, Cemented in Place each)
No. Drilling Days	2
Cost	\$3,700
Notes	0

Well Development

Item	Cost
Consultant	\$747
Equipment	\$0
Subtotal	\$800
Notes	0

Probes**Summary of Probes**

Total Cost	\$11,000
Total No. Drilling Days	7

Direct Push Set 1

Item	Value
Direct Push Locations	20
No. of Samples per Probe	0
Depth (ft)	15
Sample Type	Groundwater Probe Sampling Depths of 0' to < 30' per sample
Unit Cost	\$17.0
Cost	\$4,690
Notes:	0

Groundwater Sampling

Item	Cost
Consultant	\$9,338
Equipment	\$500
Subtotal	\$10,400
Notes	0

Groundwater Elevation Survey

Item	Cost
Consultant	\$1,121
Equipment	\$100
Subtotal	\$1,400
Notes	0

Oversight and Management

Oversight & Management	Cost
	\$7,471
Notes	0

Other Drilling and Probe Costs**Summary**

Total Cost of Other Drilling and Probe	\$2,200
Total Cost of All Drilling and Probing	\$16,900

Other Drilling and Probe

Item		Unit Cost	Cost
Direct Push System			
Direct Push System Truck Mounted (with crew) per day		\$2,012	\$18,108
Equipment			
Membrane Interface Probe with FID, PID, ECD Detectors	No	\$3,518	\$0
Direct Sensing Soil Conductivity System	No	\$1,127	\$0
Concrete Coring Drill	No	\$202	\$0
Explosimeter - Combustible Gas Indicator (\$40/day)	No	\$40	\$0
PM10 aerosol monitor (\$60/day)	No	\$60	\$0
Metal Detector (\$25/day)	No	\$25	\$0
Noise Meter (\$25/day)	No	\$25	\$0
Decon Pad		\$242	\$2,180
Travel	700		\$0
No. Drilling and Probe Days	9		
Cost of Mobilization and Demobilization			\$0
Notes	0		

Soil Vapor Sampling**Inspect Site Conditions**

Item	Cost
Consultant	\$1,121
Travel	500
Subtotal	1700

Soil Vapor Sampling

Item	Cost
Consultant	\$5,977
Equipment	\$2,000
Travel	\$1,000
Subtotal	\$9,000

Notes Structure sampling at 5 structures - 2010/11

Fish and Wildlife Impact Assessment (FWIA)

Item	Cost
FWIA	\$7,471
Travel	\$0
Subtotal	7500
Notes	0

Phase I Remedial Investigation Report

Item	Cost
Phase I Remedial Investigation Report	\$22,412
Notes	0

Task 3: Phase II Remedial Investigation**Total Cost of Task 3 - RI Phase II:****\$21,900****Selected Activities**

Site Preparation
Survey
Test Trenches
Soil Borings/Probing and Subsurface Soil Sampling
Well Drilling and/or Groundwater Sampling
Geophysical Survey
Surface Soil Sampling
Sediment Sampling
Surface Water Sampling
Wipe Sampling
Concrete Chips/Scale Sampling
Soil Gas Sampling
Soil Vapor Sampling and Mitigation
Other Sampling
Fish and Wildlife Impact Assessment (FWIA)
Phase I Remedial Investigation Report

Groundwater Sampling**Groundwater Sampling**

Item	Cost
Consultant	\$5,603
Equipment	\$1,000
Subtotal	\$7,700

Groundwater Elevation Survey

Item	Cost
Consultant	\$374
Equipment	\$0
Subtotal	\$400

Other

Oversight	Cost
	\$0

DUSR/Validation Requirements
Reporting Requirements

Data Usability Summary Report (DUS)
Category A Reporting

Soil Vapor Sampling and Mitigation**Inspect Site Conditions**

Item	Cost
Consultant	\$374

Typical Soil Vapor Sampling

Item	Cost
Consultant	\$2,988
Equipment	\$1,500
Subtotal	\$5,000

Other

DUSR/Validation Requirements
Reporting Requirements

Data Usability Summary Report (DUSR)
Category A Reporting

Select Alternative (SSDS vs. SVE)

Item	SSDS Design	SVE Design
Consultant	\$0	\$0
Equipment	\$0	\$0
Subtotal	\$0	\$0

Abbreviation:

SSDS = Sub-Slab Depressurization System
SVE = Soil Vapor Extraction

Phase I and II RI Report

Item	Cost
Phase I and II RI Report	\$8,404

Task 4: Detailed Analysis of Alternatives (3rd Phase FS) and Remedy Selection

Approximate number of alternatives (including "No Action") will be evaluated	3
Remedial Alternatives will be developed for the groundwater medium	Yes
A full monitored natural attenuation evaluation, with modeling and groundwater sampling events, will be performed	Yes
Soil gas exposure routes will be addressed through an on-going vapor intrusion mitigation program	Yes
IRM Required (Specify)	No
Note: 0	
Operable Units (Specify)	No
Note: 0	
Feasibility Study Report	Cost: \$28,015
Public Meeting Assistance	Cost: \$0

Report - Budget 3/29/2010 2:31:16 PM

Site Name: C828131A
Region: 8

Site/Spill No. Pin: OFF-SITE Carriage Cleaners
Lab Multiplier: 59%

	Unit Costs	CPI	Final
Grand Totals	\$18,863	\$23,824	\$14,056

[illegible]

New York State Department of Environmental Conservation
Division of Environmental Remediation
Conflict of Interest Certification
for
Standby Contract Work Assignment

I. Potential Responsive Parties

To the best of the New York State Department of Environmental Conservation's knowledge, the potential responsible parties (PRPs) listed on the attached sheet are the known PRPs as of the date of the work assignment issuance letter.

II. Conflict of Interest

Please check the appropriate box(es) below and provide any necessary explanations:

☒ The Contractor believes there are no potential organizational or personal conflicts of interest with the PRPs listed and is accepting the above referenced work assignment.

☐ The Contractor believes there are potential organizational and/or personal conflict(s) as indicated below:

- a) ☐ The Contractor believes the conflicts would not prohibit the Contractor from accepting the work assignment.
- b) ☐ The Contractor believes the conflicts would prohibit the Contractor from accepting the work assignment.

Please explain and include as an attachment what the organizational and/or personal conflicts may be. Please note that organizational and personal conflicts of interest issues that must be addressed are defined in Appendix B, Section III, Conflict of Interest, in the executed standby contract. Additional items to address include the estimated percentage and dollar value that the contractor's business with the PRP bears to the contractor's business as a whole and whether there are mechanisms in place that allow for adequate independent quality assurance such as Professional Engineer certifications, quality assurance/quality control of data, and independent periodic inspections of work.

III. Certification

The undersigned authorized representative for the contractor indicated below hereby certifies that the information provided in this form or as an attachment to this form is a accurate representation of the relevant facts or circumstances which would give rise to an organizational or personal conflict of interest as defined in Appendix B, Section III, Conflict of Interest, of the executed standby contract indicated below, except as disclosed herein.

W. J. A. Wm 9/14/10
Signature of Contractor's Authorized Representative Date
MACTEC INC.
Contractor Name

Please e-mail completed form to DEC Contract Manager within 5 calendar days of the date of the Work Assignment Issuance/Notice to Proceed Letter.

Conflict of Interest for D004434-36
Off-site Carriage Cleaners, Site #C828131A

Potential Responsible Parties:

Sixteen-Hundred Penfield Road, Incorporated
James Reitze, President (former owner)
553 Helendale Road
Rochester, NY 14609

Springs Land Company, LLC
c/o David Clements (current owner and BCP applicant)
P.O. Box 262
Port Gibson, NY 14537