

URS

URS CONSULTANTS, INC.

282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
716/856-5636
FAX 716/856-2545

1 FAXED

FAXED: 9/5/91
September 5, 1991

Mr. Anthony Napoli
Environmental Products & Services
P.O. Box 315
Syracuse, New York 13209-0315

RE: PAS SITE O&M
LEACHATE HAULING - SEPTEMBER

Dear Mr. Napoli:

The schedule for picking up 12,000 gallons of leachate from the PAS site for off-site disposal by Environmental Products & Services is September 10, 1991, as per our letter to you dated August 26, 1991. In accordance with the terms of your subcontract with URS, you are hereby directed to perform as required and insure the scheduled leachate is picked up properly, transported off-site and properly disposed of. It is most important to insure we keep with the schedule as directed by DEC. Your confirmation of this schedule is required since it is important to insure DEC representation at the site.

URS continues to work with your office regarding your concerns including timely invoicing and prompt payment. The issue of sales tax will be forwarded to the DEC based on URS receiving information from Environmental Products & Services.

We continue to look forward to working with Environmental Products & Services under the terms of your subcontract. Should you need anything or have additional questions, please so advise the undersigned or contact Mr. John Gorton, Vice-President of the Buffalo office.

Very truly yours,

URS CONSULTANTS, INC.



Dharmarajan R. Iyer, Ph.D.
Task Manager

DRI/ys

9-5-91L.EPS

cc: Mr. A. K. Gupta - NYSDEC ✓
Mr. John Gorton - URS
File: 35236.00 (0012)

A.K. Gupta

URS

DEC

August 26, 1991

URS CONSULTANTS, INC.

282 DELAWARE AVENUE
BUFFALO NEW YORK 14202-1805
(716) 856-5636
FAX: (716) 856-2545

Mr. Kevin Lynch
Environmental Products & Services
P.O. Box 315
Syracuse, New York 13209-0315

RE: PAS SITE O&M - LEACHATE HAULING

Dear Mr. Lynch:

This letter is in response to your inquiries regarding Environmental Products & Services' (EP&S) invoice dated May 14, 1991. As related to you by phone on August 12, 1991, we had requested EP&S through several phone calls since June and as late as August 9, 1991 to provide appropriate documentation showing the actual quantity of leachate disposed of at Frontier Chemical Waste Process and the method of treatment/discharge. As indicated in our July 3, 1991 letter, we need the documentation for NYSDEC to approve the invoices for payment.

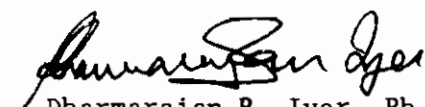
URS received the back-up information for your June invoice (No. 059685) on July 26, 1991 and for your May invoice (No. 059474) on August 14, 1991. Both these invoices were incorporated along with your July invoice (No. 059817) in URS's August 1991 invoice to the NYSDEC for payment. Upon receiving payment by NYSDEC, which we expect in the third or fourth week in September 1991, URS will immediately forward payment to EP&S.

In order to expedite the approval process and meet the payment schedule in our Subcontract Agreement, we request that EP&S include the supporting documentation with all future invoices to URS. Please also note that the unit prices for leachate loading, transportation and disposal in our Subcontract Agreement, prepared in accordance with your bid dated January 24, 1991, should be inclusive of all costs, including the New York State 4% sales tax.

If you have any questions, please contact me.

Very truly yours,

URS CONSULTANTS, INC.


Dharmarajan R. Iyer, Ph.D.
Task Manager

DRI/ys

8-26-91L.EPS

cc: A.K. Gupta - NYSDEC
J. Gorton - URS
J. Lysiak - URS
File: 35236.00 (1012)

AUG 0

A.K. Gupta
URS
DCC

URS CONSULTANTS, INC.

282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
(716) 856-5636
FAX (716) 856-2545

July 3, 1991

Environmental Products and Services, Inc.
P.O. Box 315
Syracuse, New York 13209
ATTN: Accounting/Accounts Receivable

RE: PAS SITE O&M - SITE NO. 7-38-001
LEACHATE HAULING AND DISPOSAL

Gentlemen:

We are in receipt of your recent invoice No. 059685 dated June 25, 1991 to the amount of \$6,783.01 (excluding NYS 4% sales tax) for leachate hauling and disposal. In order to approve and forward the invoice to NYSDEC for payment, I will need appropriate documentation showing the actual volume of leachate disposed at the Frontier Chemical Process facility and the method(s) by which this leachate was treated and/or disposed. A copy of the Hazardous Waste Manifests signed by Frontier and a statement from Frontier on the treatment/disposal method(s) will suffice. I suggest that the required documentation be included with all your future invoices to URS so as to expedite the approval and payment processes.

Please note that the price quotes in your bid dated January 24, 1991 should be inclusive of all costs, including the sales tax if it is applicable. The NYS 4% sales tax may not be applicable since this service is provided through URS to NYSDEC. Attached is a resale certificate for your records.

If you have any questions, please contact us.

Very truly yours,

URS CONSULTANTS, INC.


Dharmarajan R. Iyer, Ph.D.
Task Manager

AUG 0 1991

DI:dm
352368/7-3-91L.1

cc: A.K. Gupta - NYSDEC
J. Gorton - URS
A. Wilson - URS
J. Lysiak - URS
A. Napoli - EP&S
File 35236.00 (0025C and 1012))

AK Gupta

URS

URS CONSULTANTS, INC.

360 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1605
TEL: 716 856-5626
FAX: 716 856-2545

September 9, 1991

Environmental Products & Services
P.O. Box 315
Syracuse, New York 13209-0315

SEP 11 1991

ATTN: Invoicing Department

RE: PAS SITE O&M
STATEMENT DATES SEPTEMBER 4, 1991

Gentlemen:

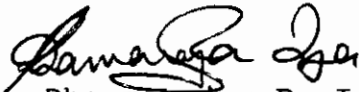
We acknowledge receipt of your Statement (copy attached) for period ending September 4, 1991. The invoices in question were rejected due to back-up documents that were not submitted by EP&S as requested by URS in time for URS to include with the appropriate monthly progress payment requests to NYSDEC. Supporting documents for the May and June invoices were received on August 14, 1991 and July 26, 1991 respectively, which will be considered as the invoice dates for payment schedule.

Please note that all invoices on your Statement have been processed and submitted to NYSDEC. We expect payment from NYSDEC by the end of this month. URS will promptly forward payment received from NYSDEC for these invoices as per the terms of the Subcontract Agreement.

If you have any questions, please call us.

Very truly yours,

URS CONSULTANTS, INC.



Dharmarajan R. Iyer, Ph.D.
Task Manager

DRI/ys
Enc.

9-9-91L.EPS

cc: Mr. A. K. Gupta - NYSDEC
Mr. John Gorton - URS
File: 35236.00 (1012)

Environmental Products & Services Inc.

SYRACUSE • ROCHESTER • BUFFALO • ALBANY • NEWBURGH
LINDEN • BINGHAMTON • SPRINGFIELD • SCRANTON

(315) 471-0503
FAX (315) 475-8920

REMIT TO: P.O. BOX 315
SYRACUSE, N.Y. 13209

URS CONSULTANTS

URS CONSULTANTS
ATTN: ACCOUNTS PAYABLE
282 DELAWARE AVE.
BUFFALO, NY
14202

SEP 9 1991

JOB # _____

Environmental Products & Services Inc.

SYRACUSE • ROCHESTER • BUFFALO • ALBANY • NEWBURGH
LINDEN • BINGHAMTON • SPRINGFIELD • SCRANTON

(315) 471 0503 REMIT TO P O BOX 315
FAX (315) 475-8920 SYRACUSE, N.Y. 13209

URS CONSULTANTS
ATTN: ACCOUNTS PAYABLE
282 DELAWARE AVE.
BUFFALO, NY
14202

CUSTOMER NO
URSCDN

PERIOD ENDING
Sep04/91

CUSTOMER NO
URSCDN

PERIOD ENDING
Sep04/91

DATE	REFERENCE	DESCRIPTION	AMOUNT	BALANCE
May14/91	059474	INV	28176.55	28176.55
May21/91	059508	INV	903.76	903.76
Jun19/91	059645	INV	5702.76	5702.76
Jun25/91	059685	INV	7054.33	7054.33
Jul22/91	059817	INV	7507.28	7507.28

*CREDIT HOLD
REMIT PER CONTRACT*

REFERENCE	AMOUNT	BALANCE
059474	28176.55	28176.55
059508	903.76	903.76
059645	5702.76	5702.76
059685	7054.33	7054.33
059817	7507.28	7507.28

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS *
0.00	7507.28	12757.09	29080.31	

1.5% MONTHLY LATE CHARGE AFTER 30 DAYS ANNUAL RATE 18%

PLEASE PAY THIS AMOUNT  49344.68

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

*DR Iyer,
your comments and direction
are needed
Alan*

STATEMENT

REMITTANCE ADVICE

SECTION 2: PAYMENT

Payment for work by Contractor shall be on a time and expense basis, but total compensation shall not exceed Five Thousand and Four Hundred Eighty Five and 00/100 (\$5,485.00) without prior written approval from the URS Project Manager. A schedule of unit prices is included in Exhibit A.

URS shall make payment to the Contractor for work performed at the unit rates specified in Exhibit A. Work quantities shall be determined on the basis of field records maintained by the URS project representative. If these records should differ from the payment requests submitted to URS by the Contractor, then URS shall be final judge of the actual work performed. It is understood that any contingent unit price items identified in Exhibit A (if applicable) are not eligible for reimbursement unless specifically authorized, in advance, by the supervising geologist representing URS in the field.

Following completion of work, the Contractor's payment request will be included in URS' next monthly progress payment request to NYSDEC. Upon receipt of payment from NYSDEC, URS will promptly forward payment to the Contractor within fifteen (15) working days. In the event that NYSDEC does not make payment within ninety (90) days, URS hereby agrees to reimburse the contractor with the undisputed amount less any retainage within 100 days from the date of contractor's invoice. A five percent (5%) retainage will be withheld from the payment. This retainage will be released following URS' receipt of retainage from NYSDEC.

In the event that materials and/or equipment is required in addition to that set forth in Exhibit A, the cost for the additional items will be negotiated.

Aug 22 will be 100 days

A.K.

JAN 29 1992

Mr. Dharmarajan R. Iyer, Ph.D.
Project Manager
URS Consultants, Inc.
282 Delaware Avenue
Buffalo, NY 14202-1207

RE: Site #7-38-001, WA-D002340-8
Pollution Abatement Services (PAS) (O&M), Oswego County
Leachate Hauling and Disposal

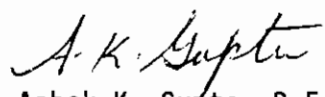
Dear Mr. Iyer:

As you know, per consent order signed between USEPA and Responsible Parties (RP's) on September 30, 1991, RP's are scheduled to initiate the monthly groundwater/leachate removal and disposal activity during the week of February 3, 1992. Thereafter, RP's will perform groundwater/leachate removal and disposal activity on a monthly basis.

As we discussed, since the RP's will now be responsible for the future groundwater/leachate removal and disposal activity, URS is to discontinue the monthly leachate removal effective immediately. However, NYSDEC is requesting that the sub-contract remain active.

If you have any questions, please call me at 518/457-0927.

Sincerely,



Ashok K. Gupta, P.E.
Project Manager
Operation & Maintenance Section
Bureau of Construction Services
Division of Hazardous Waste Remediation

bcc: D. Smith
G. Rider

a:leachh&d.pas:AKG:et



URS CONSULTANTS, INC.

282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1605
716/856-5636
FAX 716/856-2545

March 10, 1992

Mr. Anthony Napoli
Environmental Products & Services
P.O. Box 315
Syracuse, New York 13209-0315

**RE: PAS SITE O&M SITE NO. 7-38-001 (W.A. D002340-8)
INVOICE FOR DECEMBER 1991 LEACHATE HAULING**

Dear Mr. Napoli:

The New York State Department of Environmental Conservation (NYSDEC) has reviewed your invoice (No. 069724) for the December 1991 leachate hauling which was submitted with URS' monthly payment request. The NYSDEC has approved the cost of \$2,500.85 for one 4,209 gallon load of leachate (Manifest #NYB4479435) that was hauled by EP&S, and accepted and treated by Frontier Chemical. URS will forward payment to EP&S for this load as soon as it is received.

Costs (\$3,554.90) for the second load of 5,983 gallons (Manifest #NYB4479444) has been disallowed by the NYSDEC since this waste was not treated by Frontier as it was off-spec due to contamination of EP&S's tanker truck from a previous load. We were informed by EP&S on February 10, 1992 that this off-spec load was being held by Frontier and will be shipped to Research Oil in Cleveland, Ohio for treatment.

As indicated in our February 6, 1992 letter to you, please provide us with the requested documentation (manifests and certificate of Treatment/Disposal) after the off-spec load has been properly disposed so that URS can resubmit the disallowed costs for payment.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

URS CONSULTANTS, INC.

Dharmarajan R. Iyer, Ph.D.
Project Manager

DRI/ys
3-10-92L.EPS

MAR 18 1992

cc: Mr. A.K. Gupta - NYSDEC
Mr. Stephen Rockmacher - EP&S
Mr. John Gorton - URS
File: 35236.00 (1012)



AN INTERNATIONAL PROFESSIONAL SERVICES CORPORATION

URS CONSULTANTS, INC.

282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
(716) 856-5636
FAX: (716) 856-2545

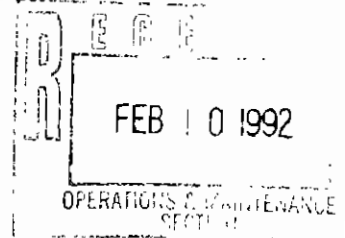
ATLANTA
BOSTON
BUFFALO
CLEVELAND
COLUMBUS
DENVER
NEW YORK
SAN FRANCISCO
WASHINGTON, DC
WASHINGTON, DC
WASHINGTON, DC

FAXED February 6, 1992

February 6, 1992

Anthony Napoli
Environmental Products & Services, Inc.
P.O. Box 315
Syracuse, New York 13209-0315

RE: PAS SITE O&M
INVOICE FOR DECEMBER 1991 LEACHATE HAULING



Dear Mr. Napoli:

We had submitted your invoice for leachate hauling for the month of December to the New York State Department of Environmental Conservation (NYSDEC) for payment. Of the two loads hauled, a 5,983 gallon load of leachate (Manifest No. NTB4479444) was not accepted by Frontier Chemical as it was off-spec due to contamination of EP&S's tanker truck from a previous load. It is our understanding that the off-spec leachate was sent to Research Oil in Cleveland, Ohio for treatment.

The NYSDEC informed us that the following additional information regarding the treatment of the off-spec leachate will be required before they can approve payment for the off-spec load:

1. Hazardous waste manifest for shipment of the 5,983 gallons of off-spec load to Research Oil.
2. Receipt of acceptance and method of treatment used to process leachate from Research Oil on their letterhead.

The NYSDEC has requested that the aforementioned documentation be submitted by February 10, 1992 for approval of the invoice. Otherwise a payment request for this load will have to be resubmitted along with the backup documentation with our next invoice to NYSDEC. If you have any questions regarding the required information, please do not hesitate to contact myself or John Lysiak.

Sincerely,

URS CONSULTANTS, INC.

Dharmarajan R. Iyer, Ph.D.
Project Manager

DRI/ys
2-6-92L.AN

cc: A.K. Gupta - NYSDEC
John Gorton - URS
File: 35236.00 (1012)



URS CONSULTANTS, INC.

232 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
716-856-3636
FAX 716-856-2545

February 12, 1992

Mr. Anthony Napoli
Environmental Products & Services
P.O. Box 315
Syracuse, New York 13209-0315

FEB 19 1992

**RE: POLLUTION ABATEMENT SERVICES (PAS) OSWEGO
LEACHATE HAULING & DISPOSAL
W.A. D002340-8**

Dear Mr. Napoli:


The New York State Department of Environmental Conservation (NYSDEC) has directed us to discontinue monthly leachate withdrawal and hauling from the PAS Oswego site beginning January, 1991. The Responsible Parties (RPs) through a consent order signed with the United States Environmental Protection Agency (USEPA) are now responsible for the monthly groundwater/leachate removal and disposal.

Since the RPs are now responsible for future removal and disposal of groundwater/leachate from the PAS, EP&S is to discontinue the scheduled service to this facility. The NYSDEC has however requested that our Subcontractual Agreement remain active in the event your services are required at a later date.

If you wish to discuss this matter further, please do not hesitate to contact myself or John Lysiak.

Very truly yours,

URS CONSULTANTS, INC.


Dharmarajan R. Iyer, Ph.D.
Project Manager

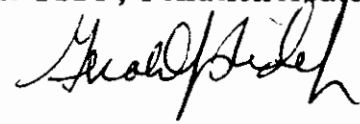
DRI/ys
2-12-92L.EPS

cc: A.K. Gupta - NYSDEC
J. Gorton - URS
J. Lysiak - URS
File: 35236.00 (1012)

FILE COPY

Robert Davies, Sr. Attorney, Division of Environmental Enforcement
Gerald J. Rider, Jr., Chief, Operation, Main. & Support Section, DHWR
Payment for Leachate Transportation and Disposal at TSDF, Pollution Abatement
Site #7-38-001

DEC 27 1991



On December 27, 1991 5,983 gallons of groundwater/leachate (F004) Manifest # NYB4479444, was picked up from the Pollution Abatement Services hazardous waste site (PAS) by Environmental Product & Services (EP&S) [subcontractor to URS Consultant, Inc. (DEC consultant)] for transportation, treatment and disposal. This material was delivered by EP&S to Frontier Chemical for treatment and disposal on December 30, 1991. The material was called off spec by Frontier Chemical due to higher TOC content as a result of previous contamination in the tanker truck. As reported by EP&S, this material was held up by Frontier Chemical for further transportation, treatment and disposal at Research Oil in Cleveland, Ohio.

Per NYSDEC requests to URS Consultants, Inc. the appropriate back-up documentation is required to show proper treatment and disposal of waste prior to payment. The payment request for the transportation, treatment and disposal of above waste was disallowed twice by the Department due to inadequate back-up documentation. URS has made all feasible efforts to obtain assurances to demonstrate that, in fact, the waste has been appropriately treated and disposed of, but to date has failed to obtain any such documentation from EP&S and/or Frontier Chemical.

NYSDEC has also researched the manifest to identify if the above waste was transported from Frontier Chemical to Research Oil, but the data is inconclusive, probably as a result of bulking of the waste by Frontier Chemical, and we could not specifically trace any such transportation. Several loads of waste were transported from Frontier Chemical to Research Oil identified as F003, however, no other linkage was established.

The attorney for EP&S is pressing URS to clear this outstanding issue and states that EP&S is not required to prove that the leachate is in fact treated and disposed of. They state that their responsibility ceases once the material is delivered to Frontier Chemical, a licensed facility to receive such waste.

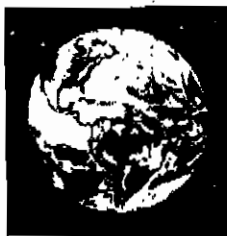
Attached are copies of relevant correspondence between URS & EP&S for your review. Please advise me, should NYSDEC release the payment for the disposal of the above waste to URS or deny payment in absence of appropriate documentation. Based on the current status of Frontier Chemical and the practices of bulking of wastes it appears that any chance of obtaining additional proof of transport to Research Oil is minimal. The probable worst case scenario is that the waste remained at Frontier Chemical and was removed during the EPA removal action.

If you need any additional information please call me or A. K. Gupta, of my staff, at 7-0927.

Attachments

cc: E. Barcomb
bcc: **A. K. Gupta**
a: paspay.wp:AKG:et

127



Environmental PRODUCTS & SERVICES, INC.

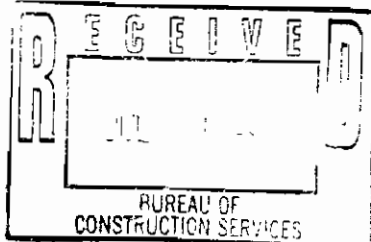
Corporate Office: P.O. Box 315 Syracuse, NY 13209-0315
(315) 471-0503 FAX (315) 475-8920 (800) THE-TANK

June 21, 1993

Post-It™ brand fax transmittal memo 7671		# of pages	3
To	A.K. Gupta		
From	YVONNE SAVA		
Co.			
Dept.			
Fax #	03		

RECEIVED
LRS CONSULTANTS
JUN 24 1993
JOB # 55236-01

Dharmarajan R. Iyer, F.I.D.
URS Consultants, Inc.
282 Delaware Avenue
Buffalo, NY 14202-1805



Dear Dr. Iyer:

As you requested, this summary is in reference to your letter of June 11, 1993, regarding the December 1991 invoice for leachate hauling from the PAS Site O&M (NYS DEC Site No. 7-38-001).

The load was picked up on the site on December 27, 1993 and delivered to Frontier Chemical Waste Process, Inc. on December 30, 1993. A photocopy of the New York State Manifest (document number NYB4479444) is enclosed. The load was accepted and signed for by Mr. Stephen Stewart, an employee of Frontier Chemical Waste Process, Inc. No discrepancy was noted in Section 19 of the manifest. The load was not rejected. The material was pumped directly into one of their holding tanks. The vehicle was off-loaded and immediately washed out. The empty vehicle left Frontier Chemical Waste Process, Inc. the same day.

Frontier Chemical Waste Process, Inc. billed Environmental Products & Services, Inc. on December 30, 1991 for the disposal cost. This invoice, No. 27219, was paid on February 21, 1992 with Environmental Products & Services, Inc. check number 31493.

? < Frontier Chemical, as with many other TSDFs, collects, treats, and/or accumulates materials for bulk disposal at other facilities they have audited and where they have negotiated special pricing. Frontier Chemical's activities were monitored continuously by on-site NYS DEC employees. The facility was fully permitted and operating within the specifications of the permit. Environmental Products & Services, Inc. carefully scrutinizes each facility it considers for disposals before approval is granted by the Corporate Office for use by its branches. Our Company would never arrange or in any way participate in an undocumented disposal. The hazardous waste manifest is designed to document waste

Albany, NY
(518) 465-4000

Boston, MA
(617) 933-6666

Bridgeport, CT
(203) 367-3774

Buffalo, NY
(716) 876-7100

Harrisburg, PA
(717) 564-4200

Linden, NJ
(908) 486-8600

Newburgh, NY
(914) 561-0707

Rochester, NY
(716) 436-5660

Springfield, MA
(413) 731-1000

Syracuse, NY
(315) 451-6666

disposals. Although we require a manifest from our branches, Environmental Products & Services, Inc. is not bound to provide this documentation by the terms of our contract with URS. However, we are happy to provide this information when requested.

If you have any questions or require further assistance, please feel free to contact me.

Very truly yours,

ENVIRONMENTAL PRODUCTS & SERVICES, INC.

Stephen L. Rockmacher

Stephen L. Rockmacher, *esq.*
Corporate Office

SLR/ees
9088.SLR.990

Enclosure

cc: Mr. A.K. Gupta, *New York State Department of Environmental Conservation*
Mr. John Gorton, *URS Consultants, Inc.*

June 11, 1993

URS CONSULTANTS, INC.
282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
(716) 856-5636
FAX (716) 856-2545

ALBANY
ALBUQUERQUE
ANN ARBOR
ATLANTA
BALTIMORE
BOSTON
BUFFALO
COLUMBUS
DENVER
HOUSTON
LOS ANGELES
MEMPHIS
NEW YORK
PHOENIX
SAN FRANCISCO
WASHINGTON, DC

*Sony
FYI -
Thanks!
AK*

Mr. Stephen L. Rockmacher, Esq.
Attorney At Law
Environmental Products & Services, Inc.
147 Wheeler Avenue
Bridgeport, CT 06606

JUN 14

**RE: PAS SITE O&M (NYSDEC SITE NO. 7-38-001)
INVOICE FOR DECEMBER 1991 LEACHATE HAULING**

Dear Mr. Rockmacher:

The New York State Department of Environmental Conservation (NYSDEC) has once again disallowed payment of \$3,554.90 for the second leachate load (5,983 gallons) from the PAS site which was hauled by EP&S to Frontier Chemical in December 1991. This load, as you are aware, was rejected by Frontier as being off-spec due to contamination of EP&S tanker truck from a previous unrelated load. NYSDEC had previously disallowed payment (see URS letter to EP&S dated March 10, 1992) for this load, requesting documentation of proper disposal at another facility. Please note that URS had incorrectly made a payment to EP&S for this load, as a result of an accounting error.

As indicated to you and Mr. Chris Parsak of EP&S, the documentation provided by EP&S was submitted in our January 1993 invoice and was deemed not satisfactory by NYSDEC since it did not show where and how the leachate load in question was finally disposed. We had requested EP&S last week to provide the necessary documentation before Monday, June 7, 1993, by which time the NYSDEC Project Manager had to process our invoice for payment, but have not yet received any documentation. At this time, we only have a verbal indication from EP&S that the leachate load was disposed at a facility in Ohio.

We consequently reiterate our March 1992 request to EP&S for the documentation (hazardous waste manifest for transportation from Frontier and Certificate of Treatment Disposal from the receiving facility) necessary to obtain payment from NYSDEC, consistent with the terms of our Subcontract Agreement. Any amount disallowed by NYSDEC will be adjusted in our final payment to EP&S.

I cannot overstate the importance of this request any more than indicated herein. Aside from the payment issue, both URS and NYSDEC are also concerned about potential environmental liabilities for all of us resulting from undocumented waste disposal. Your cooperation in this matter is therefore most urgent and will be much appreciated.

Mr. Stephen L. Rockmacher, Esq.

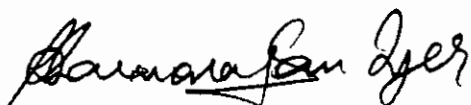
June 11, 1993

Page 2

Please do not hesitate to contact us if you have any questions or wish to discuss how we may resolve this problem to the satisfaction of all involved.

Very truly yours,

URS CONSULTANTS, INC.



Dharmarajan R. Iyer, Ph.D.

Project Manager

cc: Mr. A.K. Gupta - NYSDEC

Mr. John Gorton - URS

File: 35236.00 (1012)

URS

INTERNATIONAL

URS CONSULTANTS, INC.

252 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1505
716-856-5636
FAX 716-856-2345

March 10, 1992

Mr. Anthony Napoli
Environmental Products & Services
P.O. Box 315
Syracuse, New York 13209-0315

RE: PAS SITE O&M SITE NO. 7-38-001 (W.A. D002340-8)
INVOICE FOR DECEMBER 1991 LEACHATE HAULING

Dear Mr. Napoli:

The New York State Department of Environmental Conservation (NYSDEC) has reviewed your invoice (No. 069724) for the December 1991 leachate hauling which was submitted with URS' monthly payment request. The NYSDEC has approved the cost of \$2,500.85 for one 4,209 gallon load of leachate (Manifest #NYB4479435) that was hauled by EP&S, and accepted and treated by Frontier Chemical. URS will forward payment to EP&S for this load as soon as it is received.

Costs (\$3,554.90) for the second load of 5,983 gallons (Manifest #NYB4479444) has been disallowed by the NYSDEC since this waste was not treated by Frontier as it was off-spec due to contamination of EP&S's tanker truck from a previous load.

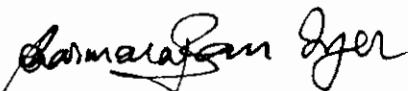
~~It is requested that this off-spec load be properly disposed of so that it can be shipped to Research Oil in Cleveland, Ohio for treatment.~~

As indicated in our February 6, 1992 letter to you, please provide us with the requested documentation (manifests and certificate of Treatment/Disposal) after the off-spec load has been properly disposed so that URS can resubmit the disallowed costs for payment.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

URS CONSULTANTS, INC.



Dharmarajan R. Iyer, Ph.D.
Project Manager

DRI/ys
3-10-92L.EPS

MAR 18 1992

cc: Mr. A.K. Gupta - NYSDEC
Mr. Stephen Rockmacher - EP&S
Mr. John Gorton - URS
File: 35236.00 (1012)

URS

AN INTERNATIONAL PROFESSIONAL SERVICES CORPORATION

URS CONSULTANTS, INC.

282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
(716) 856-5636
FAX: (716) 856-2545

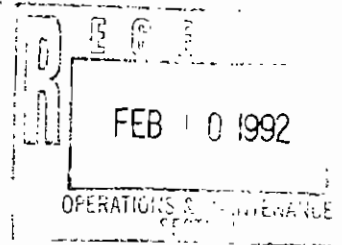
ATLANTA
BOSTON
CHICAGO
CLEVELAND
COLUMBUS
DENVER
NEW YORK
PHILADELPHIA
SAN FRANCISCO
WASHINGTON, D.C.

FAXED February 6, 1992

February 6, 1992

Anthony Napoli
Environmental Products & Services, Inc.
P.O. Box 315
Syracuse, New York 13209-0315

RE: PAS SITE O&M
INVOICE FOR DECEMBER 1991 LEACHATE HAULING



Dear Mr. Napoli:

We had submitted your invoice for leachate hauling for the month of December to the New York State Department of Environmental Conservation (NYSDEC) for payment. Of the two loads hauled, a 5,983 gallon load of leachate (Manifest No. NTB4479444) was not accepted by Frontier Chemical ~~due to off-spec due to contamination of EP&S's tanker truck from a previous load.~~ It is our understanding that the off-spec leachate was sent to ~~Research Oil in Cleveland, Ohio for treatment.~~

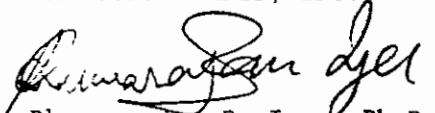
The NYSDEC informed us that the following additional information regarding the treatment of the off-spec leachate will be required before they can approve payment for the off-spec load:

1. Hazardous waste manifest for shipment of the 5,983 gallons of off-spec load to ~~Research Oil.~~
2. Receipt of acceptance and method of treatment used to process ~~leachate from Research Oil on their premises.~~

The NYSDEC has requested that the aforementioned documentation be submitted by February 10, 1992 for approval of the invoice. Otherwise a payment request for this load will have to be resubmitted along with the backup documentation with our next invoice to NYSDEC. If you have any questions regarding the required information, please do not hesitate to contact myself or John Lysiak.

Sincerely,

URS CONSULTANTS, INC.


Dharmarajan R. Iyer, Ph.D.
Project Manager

DRI/ys
2-6-92L.AN

cc: A.K. Gupta - NYSDEC
John Gorton - URS
File: 35236.00 (1012)

To	A.K. GUPTA	From	J. LYSIAK
Co.	NYS DEC	Co.	URS
Dept.	CONSTRUCTION	Phone #	716-856-5636
Fax #	518-457-3972	Fax #	716-856-2545



JOB NO. 35767.00-

JOB NAME NYSDEC -PAS OSWEGO

MEMO OF TELECON

DATE DECEMBER 30, 1991

TELEPHONE (716) 856-5636

PERSON CALLING ANTHONY NAPOLI

PERSON CALLED JOHN LYSIAK

REPRESENTING ENVIRONMENTAL PRODUCE SERVICES

REPRESENTING URS CONSULTANTS, INC.

PURPOSE OF TELECON AND/OR EQUIPMENT INVOLVED: LEACHATE TAKEN FROM THE PAS-OSWEGO FACILITY ON 12/27/91 WAS FOUND TO BE OFF-SPEC BY FRONTIER CHEMICAL.

TEXT OF TELECON

T.NAPOLI INFORMED ME THAT THE LEACHATE TAKEN TO FRONTIER CHEMICAL FOR TREATMENT/DISPOSAL WAS DETERMINED TO BE OFF-SPEC BY THE ANALYTICAL TESTING PERFORMED FRONTIER PRIOR TO ACCEPTING THE LEACHATE.

ACCORDINGLY REQUESTED THAT THE PARAMETER OFF-SPEC, (CONCENTRATION), INCREASED COST OF TREATMENT AND THE TOTAL VOLUME BE IDENTIFIED ON FRONTIER CHEMICAL LETTERHEAD & TELEFAXED TO ME ASAP.

T.NAPOLI CALLED BACK & INFORMED ME THE ~~LEACHATE WAS~~ ~~FOUND TO BE~~ ~~OFF-SPEC~~ ~~BY~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~AND~~ ~~THE~~ ~~PARAMETER~~ ~~OFF-SPEC~~ ~~CONCENTRATION~~ ~~INCREASED~~ ~~COST~~ ~~OF~~ ~~TREATMENT~~ ~~AND~~ ~~THE~~ ~~TOTAL~~ ~~VOLUME~~ ~~BE~~ ~~IDENTIFIED~~ ~~ON~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~LETTERHEAD~~ ~~&~~ ~~TELEFAXED~~ ~~TO~~ ~~ME~~ ~~ASAP~~.
~~THE~~ ~~LEACHATE~~ ~~WAS~~ ~~FOUND~~ ~~TO~~ ~~BE~~ ~~OFF-SPEC~~ ~~BY~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~AND~~ ~~THE~~ ~~PARAMETER~~ ~~OFF-SPEC~~ ~~CONCENTRATION~~ ~~INCREASED~~ ~~COST~~ ~~OF~~ ~~TREATMENT~~ ~~AND~~ ~~THE~~ ~~TOTAL~~ ~~VOLUME~~ ~~BE~~ ~~IDENTIFIED~~ ~~ON~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~LETTERHEAD~~ ~~&~~ ~~TELEFAXED~~ ~~TO~~ ~~ME~~ ~~ASAP~~.
 T.NAPOLI CALLED BACK & INFORMED ME THE ~~LEACHATE WAS~~ ~~FOUND TO BE~~ ~~OFF-SPEC~~ ~~BY~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~AND~~ ~~THE~~ ~~PARAMETER~~ ~~OFF-SPEC~~ ~~CONCENTRATION~~ ~~INCREASED~~ ~~COST~~ ~~OF~~ ~~TREATMENT~~ ~~AND~~ ~~THE~~ ~~TOTAL~~ ~~VOLUME~~ ~~BE~~ ~~IDENTIFIED~~ ~~ON~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~LETTERHEAD~~ ~~&~~ ~~TELEFAXED~~ ~~TO~~ ~~ME~~ ~~ASAP~~.
 COST FOR TREATMENT \$.90/GAL (NORMALLY \$.43/GAL) ONLY THE GOOD GAL LOAD EXCEEDED THE LIMIT. I TOLD T.NAPOLI THAT IT DID NOT MAKE SENSE TO HAVE 1 LOAD OFF-SPEC & THE OTHER LOAD IN-SPEC. I ASKED IF THE GOOD GAL TANKER WAS CLEARED AND WHAT IT CARRIED BEFORE PAS-CLEARED. T.NAPOLI SAID THIS TANKER WAS CLEARED & CARRIED PETROLEUM BASED PRODUCT BEFORE PAS. I AGAIN INFORMED T.NAPOLI IT DID NOT MAKE SENSE FOR THE TOS CONCENTRATION IN 1 GAL BE OVER 3 TIMES GREATER THAN THAT OF THE OTHER AND REQUESTED TO SPEAK TO HIS SUPERVISOR.

T.NAPOLI CALLED BACK & SAID ~~THE~~ ~~LEACHATE~~ ~~WAS~~ ~~FOUND~~ ~~TO~~ ~~BE~~ ~~OFF-SPEC~~ ~~BY~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~AND~~ ~~THE~~ ~~PARAMETER~~ ~~OFF-SPEC~~ ~~CONCENTRATION~~ ~~INCREASED~~ ~~COST~~ ~~OF~~ ~~TREATMENT~~ ~~AND~~ ~~THE~~ ~~TOTAL~~ ~~VOLUME~~ ~~BE~~ ~~IDENTIFIED~~ ~~ON~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~LETTERHEAD~~ ~~&~~ ~~TELEFAXED~~ ~~TO~~ ~~ME~~ ~~ASAP~~.
~~THE~~ ~~LEACHATE~~ ~~WAS~~ ~~FOUND~~ ~~TO~~ ~~BE~~ ~~OFF-SPEC~~ ~~BY~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~AND~~ ~~THE~~ ~~PARAMETER~~ ~~OFF-SPEC~~ ~~CONCENTRATION~~ ~~INCREASED~~ ~~COST~~ ~~OF~~ ~~TREATMENT~~ ~~AND~~ ~~THE~~ ~~TOTAL~~ ~~VOLUME~~ ~~BE~~ ~~IDENTIFIED~~ ~~ON~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~LETTERHEAD~~ ~~&~~ ~~TELEFAXED~~ ~~TO~~ ~~ME~~ ~~ASAP~~.
~~THE~~ ~~LEACHATE~~ ~~WAS~~ ~~FOUND~~ ~~TO~~ ~~BE~~ ~~OFF-SPEC~~ ~~BY~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~AND~~ ~~THE~~ ~~PARAMETER~~ ~~OFF-SPEC~~ ~~CONCENTRATION~~ ~~INCREASED~~ ~~COST~~ ~~OF~~ ~~TREATMENT~~ ~~AND~~ ~~THE~~ ~~TOTAL~~ ~~VOLUME~~ ~~BE~~ ~~IDENTIFIED~~ ~~ON~~ ~~FRONTIER~~ ~~CHEMICAL~~ ~~LETTERHEAD~~ ~~&~~ ~~TELEFAXED~~ ~~TO~~ ~~ME~~ ~~ASAP~~.

CONTACTED A.K. GUPTA AND INFORMED HIM OF THE FOREMENTIONED CONVERSATIONS ON 12/30/91 AT 1:40 P.M. THE ACTUAL TOTAL VOLUME RECEIVED BY FRONTIER WILL BE KNOWN ON 12/31/91 AT WHICH TIME I WILL CONTACT A.K. GUPTA (HIS REQUEST).

cc: A.K. GUPTA LYER LANZO FILES

CHEMICAL WASTE PROCESS, INC.

January 6, 1991

Environmental Products & Services
P.O. Box 315
Syracuse, New York 13209-0315

ATTN: Tony Napoli

Dear Mr. Napoli:

This is in response to your request concerning the treatment of leachable waste stream from the NYS Department of Environmental Conservation (Frontier Approval Code 1251-748).

On December 30th we received 2 shipments of this material. One load, shipped on manifest #NYB 4479435 was cleared by the Quality Control Department passed through sand filters and a carbon absorption system. The material will be stored in discharge tanks until analytical work is performed and will then be discharged into the Niagara Falls POTW once clearance is given for discharge.

The load which was shipped on manifest #NYB 4479444 was called off spec by the Quality Control Department for having a TOC amount which is higher than the acceptable limit for the process thus the material will be sent to an alternate offsite facility for processing.

Should you have any questions, please do not hesitate to call. Again, thank you for your business.

Very truly yours,

Wendy S. Hoke

Wendy S. Hoke
Customer Service Manager

WSH/mlm

Note: Per J. Lyzak's phone conversation with E.P.S., the off-spec load was due to petroleum products remaining in the tanker from a previous load after which the tanker was not cleaned. E.P.S. is responsible for the off-spec cost. JSH 1/29/92

M.P.O. Box 309
 4528 Royal Avenue
 Niagara Falls, NY 14302



CHEMICAL WASTE PROCESS INC.

(716) 285-8200
 Fax (716) 285-3521

TO: ENVIRONMENTAL PRODUCTS & SERVICES
 P.O. BOX 315
 SYRACUSE, NY 13209

INVOICE # 27219
 W.O. # 98591
 P.O. # 29791
 PICK UP DATE: 12/30/91
 BILLING DATE: 12/30/91
 *****TERMS NET 15 DAYS*****
 MANIFEST # NYB4479444

S.C. B26 WEIGHT TICKET # 33226

PRODUCT CODE	QUANTITY	DESCRIPTION	UNIT PRICE	OFF-SPEC \$/UNIT TYPE	AMOUNT
--------------	----------	-------------	------------	-----------------------	--------

1251-748	5983	GALLONS			
	1	WEIGHT TOLL			
OFF SPECS APPROVED BY TONY NAPOLI					

TRANSPORTATION
 DELAY TIME hours
 VAC CHARGES hours

CHARGES
 NYB Superfund Assessment
 drums @ / drum

PLEASE REMIT TO: FRONTIER CHEMICAL WASTE PROCESS, INC.
 M.P.O. BOX 309
 NIAGARA FALLS, NEW YORK 14302
 NYB Sales Tax
 County

TERMS NET 15 DAYS TOTAL

A Finance Charge which is computed by a "Periodic Rate" of 1 1/2% is charged on balances unpaid after 30 days which is an annual percentage rate of 18%.

Use print or type. Do not staple.

P.O. BOX 12820, ALBANY, NEW YORK 12212

Form Approved OMB No. 2050-0038 Expires 9-30-94

In case of emergency or spill immediately call the National Response Center (800) 424-8802 and the N.Y. Dept. of Environmental Conservation (518) 457-7362.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA No. NYD000511659		Manifest Document No. 79444		2. Page 1 of 1		Information in the shaded areas is not required by Federal Law.	
3. Generator's Name and Mailing Address NYS DEC (PAS SITE - O&N) 50 WOLF RD ALBANY, NY		4. Generator's Phone (315) 437-5677		6. US EPA ID Number NYD980761191		A. State Manifest Document No. NY B 447944 4		B. Generator's ID E SENECA ST OSWEGO, NY	
5. Transporter 1 (Company Name) ENVIRONMENTAL PRODUCTS & SERVICES, INC		7. Transporter 2 (Company Name)		8. US EPA ID Number		C. State Transporter's ID PD 5982		D. Transporter's Phone (315) 471-0503	
9. Designated Facility Name and Site Address FRONTIER CHEMICAL WASTE PROCESS, INC. 4626 ROYAL AVENUE NIAGARA FALLS, NY 14303		10. US EPA ID Number NYD043815703		E. State Transporter's ID		F. Transporter's Phone ()		G. State Facility's ID	
11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)		12. Containers		13. Total Quantity		14. Unit		I. Waste No.	
a. NO ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (XYLENE, BENZENE) 9 - PGIII		No. Type 0 0 1 T T		PTM 0.8000		G		EPA D018, D043 STATE	
b.								EPA STATE	
c.								EPA STATE	
d.								EPA STATE	
J. Additional Descriptions for Materials Listed Above		K. Handling Codes for Wastes Listed Above		a		c			
a. FOO4 LECHATE, VINYL CHLORIDE		b		082 T					
b.		d							
15. Special Handling Instructions and Additional Information		11a. Code 1251-748		Job Number: S4711		Emergency Phone: (315) 471 - 0503		*** TAX EXEMPT ***	
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.		Signature <i>John Lysiae Jr</i>		Mo. Day Year 12 27 91					
17. Transporter 1 (Acknowledgement of Receipt of Materials)		Signature <i>Patrick T Manns</i>		Mo. Day Year 12 27 91					
18. Transporter 2 (Acknowledgement of Receipt of Materials)		Signature		Mo. Day Year					
19. Discrepancy Indication Space									
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.		Signature		Mo. Day Year					

NY B 447944 4

A.K. Gupta
URS NYSDEC/Albany
AN INTERNATIONAL PROFESSIONAL SERVICES ORGANIZATION

URS CONSULTANTS, INC.
282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
(716) 856-5636
FAX: (716) 856-2545

June 11, 1993

*Sorry
FYI -
Thanks!
AK*

Mr. Stephen L. Rockmacher, Esq.
Attorney At Law
Environmental Products & Services, Inc.
147 Wheeler Avenue
Bridgeport, CT 06606

JUN 14

**RE: PAS SITE O&M (NYSDEC SITE NO. 7-38-001)
INVOICE FOR DECEMBER 1991 LEACHATE HAULING**

Dear Mr. Rockmacher:

The New York State Department of Environmental Conservation (NYSDEC) has once again disallowed payment of \$3,554.90 for the second leachate load (5,983 gallons) from the PAS site which was hauled by EP&S to Frontier Chemical in December 1991. This load, as you are aware, was rejected by Frontier as being off-spec due to contamination of EP&S tanker truck from a previous unrelated load. NYSDEC had previously disallowed payment (see URS letter to EP&S dated March 10, 1992) for this load, requesting documentation of proper disposal at another facility. Please note that URS had incorrectly made a payment to EP&S for this load, as a result of an accounting error.

As indicated to you and Mr. Chris Parsak of EP&S, the documentation provided by EP&S was submitted in our January 1993 invoice and was deemed not satisfactory by NYSDEC since it did not show where and how the leachate load in question was finally disposed. We had requested EP&S last week to provide the necessary documentation before Monday, June 7, 1993, by which time the NYSDEC Project Manager had to process our invoice for payment, but have not yet received any documentation. At this time, we only have a verbal indication from EP&S that the leachate load was disposed at a facility in Ohio.

We consequently reiterate our March 1992 request to EP&S for the documentation (hazardous waste manifest for transportation from Frontier and Certificate of Treatment Disposal from the receiving facility) necessary to obtain payment from NYSDEC, consistent with the terms of our Subcontract Agreement. Any amount disallowed by NYSDEC will be adjusted in our final payment to EP&S.

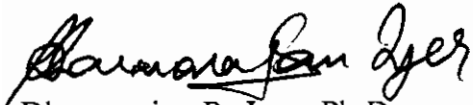
I cannot overstate the importance of this request any more than indicated herein. Aside from the payment issue, both URS and NYSDEC are also concerned about potential environmental liabilities for all of us resulting from undocumented waste disposal. Your cooperation in this matter is therefore most urgent and will be much appreciated.

Mr. Stephen L. Rockmacher, Esq.
June 11, 1993
Page 2

Please do not hesitate to contact us if you have any questions or wish to discuss how we may resolve this problem to the satisfaction of all involved.

Very truly yours,

URS CONSULTANTS, INC.



Dharmarajan R. Iyer, Ph.D.
Project Manager

cc: Mr. A.K. Gupta - NYSDEC
Mr. John Gorton - URS
File: 35236.00 (1012)

Received 6/2/91
O&M Section



AN INTERNATIONAL PROFESSIONAL CONSULTING FIRM

URS CONSULTANTS, INC.
282 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1805
(716) 856-5636
FAX: (716) 856-2545

ATLANTA
BOSTON
BUFFALO
CLEVELAND
DALLAS
DENVER
NEW YORK
CHICAGO
HOUSTON
LOS ANGELES
SAN FRANCISCO
TAMPA
WASHINGTON, DC

June 10, 1991

Mr. A. K. Gupta, P.E., Project Manager
Bureau of Western Remedial Action
Division of Hazardous Waste Remediation
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

RE: PAS SITE O & M - SITE NO. 7-38-001 (W.A. D002340-8)
SUBCONTRACT AGREEMENTS BETWEEN ENVIRONMENTAL PRODUCTS &
SERVICES, INC. AND URS CONSULTANTS, INC.

Dear Mr. Gupta:

Enclosed for your use are fully executed copies of the Subcontract Agreements between Environmental Products & Services, Inc. and URS Consultants, Inc. for the above mentioned project.

You will note, one agreement is for Tank Cleaning Services and the other is for Leachate Hauling and Offsite Disposal.

Thank you.

Very truly,

URS CONSULTANTS, INC.

Yvonne M. Sava
Yvonne M. Sava

Project Secretary

Enc.

6-10-91L.AKG

cc: Dharma Iyer - URS
File: 35236.00 (4005)

SUBCONTRACT AGREEMENT

BETWEEN

URS Consultants, Inc.
570 Delaware Avenue
Buffalo, NY 14202

AND

Environmental Products
and Services, Inc.
P.O.Box 315
Syracuse, NY 13209

PROJECT: PAS O&M, Oswego County, Oswego, New York
LEACHATE HAULING AND OFFSITE DISPOSAL

THIS SUBCONTRACT AGREEMENT, entered into by and between URS Consultants, Inc. ("URS") and Environmental Products & Services, Inc. an independent contractor ("Contractor"), combines all understandings relative to the Contractor's work for this Project into a single agreement superseding all previous negotiations, understandings, proposals, quotations, correspondence and discussions.

The performance of the work herein described and authorized by URS, as well as payment for such work, shall be in accordance with the terms and conditions set forth in the following Sections, and attachments referenced therein, which, together with this Subcontract Agreement, shall constitute the whole agreement and contract documents.

Section 1 - Relationship of the Parties
Section 2 - Payment
Section 3 - Standard Provisions
Section 4 - NYSDEC Required Standard Clauses
Section 5 - Prime Contract between NYSDEC and URS
Exhibit A - Site Specific Conditions
Exhibit B - Contractor's Price Quote
Exhibit C - Request for Bid

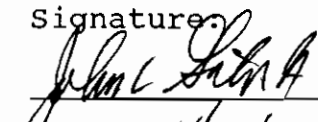
IN APPROVAL, authorized representatives of the parties to this Agreement have signed below. This Agreement shall become effective on the date of the last signature made.

URS CONSULTANTS, INC.

Name: John C. Gorton, Jr.

Title: Vice President

Signature:

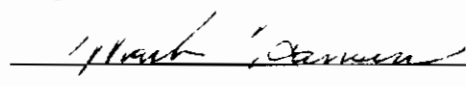

Date: 4/24/91
enviro.agr/35236B (3/91)/dm

Contractor: Environmental Products & Services

Name: MURK Hansen

Title: Env. Mgr.

Signature:


Date: 5/24/91

SECTION 1: RELATIONSHIP OF THE PARTIES

URS is the prime contractor under a contract to provide professional services for the New York State Department of Environmental Conservation ("Client"). The purpose of this Agreement between Contractor and URS is to engage the Contractor as a subcontractor to assist URS in providing professional services under the Prime Contract related to the named Project. The Contractor shall serve as an independent contractor to URS and not as an employee, agent, partner or joint venturer for either URS or the Client. Neither party to this Agreement may obligate the other to any expense or liability except upon written consent of the other. The work to be performed and the results to be achieved by the Contractor shall be as set forth in Exhibit A, attached hereto. Any assignment of rights or delegation of duties, including subcontracting, under this Agreement by Contractor shall be void without prior written approval by URS.

SECTION 2: PAYMENT

Payment for work by Contractor shall be on a time and expense basis, but total compensation shall not exceed Two Hundred Fifty Eight Thousand and Five Hundred Twenty Five and 00/100 (\$258,525.00) without prior written approval from the URS Project Manager. A schedule of unit prices is included in Exhibit A.

URS shall make payment to the Contractor for work performed at the unit rates specified in Exhibit A. Work quantities shall be determined on the basis of field records maintained by the supervising geologist. If these records should differ from the payment requests submitted to URS by the Contractor, then URS shall be final judge of the actual work performed. It is understood that any contingent unit price items identified in Exhibit A (if applicable) are not eligible for reimbursement unless specifically authorized, in advance, by the supervising geologist representing URS in the field.

Following completion of work, the Contractor's payment request will be included in URS' next monthly progress payment request to NYSDEC. Upon receipt of payment from NYSDEC, URS will promptly forward payment to the Contractor within fifteen (15) working days. In the event that NYSDEC does not make payment within ninety (90) days, URS hereby agrees to reimburse the contractor with the undisputed amount less any retainage within 100 days from the date of contractor's invoice. A five percent (5%) retainage will be withheld from all payments. This retainage will be released following URS' receipt of retainage from NYSDEC.

In the event that materials and/or equipment is required in addition to that set forth in Exhibit A, the cost for the additional items will be negotiated.

SECTION 3: STANDARD PROVISIONS

A. CONTRACTOR'S WORK

Contractor shall provide the work as set forth on Exhibit A. Contractor shall employ only competent workmen for the execution of this work. All such work shall be performed under the direct and full-time supervision of an experienced field supervisor satisfactory to URS.

Contractor shall be bound by all terms and conditions of the Prime Contract that are applicable to Contractor's work. Any conflict in terms between this Agreement and the Prime Contract affecting Contractor's work shall be determined in favor of this Agreement. A copy of said prime contract is attached hereto as Section 5.

B. TIME OF PERFORMANCE

Time is of the essence for performance of services as set forth in Exhibit A of this Agreement. Work shall be completed by Contractor on or before the date(s) specified therein.

C. USE, REVIEW AND REVISION

Contractor agrees and understands that Contractor's work product will be used in said Project and Contractor will not retain any proprietary interest in such work, which will belong to URS. URS may edit and review the Contractor's work product, and if it is not satisfactory based on the criteria set forth in Exhibit A, the Contractor shall revise, amend, expand or correct the work product so that it is complete and appropriate without additional cost to URS. A material deficiency in the work product, based upon the criteria set forth in Exhibit A, may be sufficient cause for URS to withhold or delay payment to the Contractor, provided that URS notifies the Contractor in writing of such deficiency within sixty (60) days of URS' receipt of the Contractor's invoice. Such notification shall specifically describe such deficiency and the estimated amount of the Contractor's charges reasonably attributable to the deficiency. In no event shall URS withhold payment under this paragraph for work satisfactorily completed, based upon the criteria set forth in Exhibit A.

D. INDEMNITY

The Contractor shall observe and abide by the laws, rules, and regulations of the federal, state, city and municipal governments (and subdivisions or agencies thereof) as they apply to the work described herein. The Contractor shall hold harmless and indemnify URS for all losses from claims arising out of the Contractor's negligent performance or omissions relating to the work which is the subject of this Agreement, including legal and other expenses incidental to the investigation, defense, and settlement of such claims. Without limiting the generality of the foregoing, Contractor shall indemnify URS with regard to all claims against URS which results from the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant, or pollutant in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of: (a) soil, (b) water or watercourses, or (c) objects, whether sudden or not, to the extent caused by the negligent acts or omissions of Contractor.

Contractor's obligations to indemnify and hold harmless URS under the terms of this paragraph "D," shall not extend to loss, damage, injury or death to the extent caused by the negligence or willful misconduct of URS, the Client, or any other third party. Where both Contractor and URS have each participated in a liability causing event, Contractor and URS shall contribute to the common liability a pro rata share based upon the relative degree of fault of each.

E. RESPONSIBILITIES OF CONTRACTOR

1. Approval by URS or the Client of the work performed hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither approval nor acceptance of, nor payment for services performed shall be construed to operate as a waiver of any rights under this Agreement, and the Contractor shall be and remain liable in accordance with applicable law for damages to the Client or URS caused by the Contractor's negligent performance or omission of the work performed under this Agreement.

2. Contractor shall perform a minimum work day consisting of eight (8) hours of drilling on site. Contractor may suspend work on certain days due to inclement weather or other factors which create unacceptable safety risks. Contractor shall notify URS as soon as is reasonably possible

to advise URS as to those days as to which Contractor believes work will be so suspended. Contractor understands and agrees that extensions to the minimum work day set forth above may be required due to normal conditions routinely encountered in the field.

3. Contractor shall be responsible for providing protection for Contractor's field personnel including necessary equipment required for safety precautions on all drilling projects. In addition, minimum protective gear for Contractor's field personnel shall include, but is not limited to, protective foot wear, suits, gloves and hardhats. Contractor shall provide all necessary safety equipment. Contractor is solely responsible for providing protection for its field personnel.

F. INSURANCE REQUIREMENTS

Contractor agrees to carry as a minimum the following insurance coverage, in such form and with such carriers as are satisfactory to the Client and URS, covering all services to be performed under this Agreement and shall maintain such insurance in effect and bear all costs for the same until completion and acceptance of the work.

1. Worker's Compensation and Employer's Liability Insurance in amounts required by New York State.

2. Comprehensive General Liability Insurance with limits not less than the following:

(a) Bodily Injury (including Personal Injury Liability) for which the limits of liability shall be \$1,000,000 for injuries, including accidental death, to any person and subject to the same limit for each person.

(b) Property Damage Liability for which the limits of liability shall be \$1,000,000 for all damages arising out of injury to or destruction of property in any one occurrence.

3. Comprehensive Automotive Bodily Injury Insurance in which the limits of liability shall be \$1,000,000 for injuries, including accidental death, to any person and subject to the same limit for each person. Comprehensive Automobile Property Damage Insurance in which the limits of liability shall be \$1,000,000 for any one occurrence.

4. Contractual Liability Insurance to cover the liabilities herein assumed by the Contractor, with limits of liability not less than those shown above.

5. URS and Client shall be shown as additional insured on all insurance policies. All insurance policies shall be issued by companies authorized to do business under the laws of the states in which the work or any portion of the work is performed, shall be in form satisfactory to the Client and URS and shall contain a provision prohibiting cancellation, termination or modification except upon at least 30 days prior written notice to URS. Certified copies of said policies or certificates evidencing such insurance shall be filed with URS before services are performed.

G. TERMINATION

This Agreement may be terminated in whole or in part in writing by URS. In the event of such termination, payment shall be made to the Contractor for the amount of satisfactory work performed or services rendered to date of termination and for which URS has been paid. Payment will not exceed the not-to-exceed amount, as amended, set forth herein.

If termination for material breach of contract is effected by URS, the costs incurred by URS, or its subcontractor(s), in completing any unfinished or unsatisfactorily completed work of the Contractor shall be deducted from the Contractor's fee, and the Contractor shall be liable for any costs or other damages incurred by URS, or its subcontractor(s).

The Contractor, upon receipt of a termination notice, shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver or otherwise make available to URS all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

H. EQUAL OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that employees and applicants for employment are treated without regard to their age, race, color, religion, sex, or national origin.

I. PROFESSIONAL QUALIFICATIONS

Contractor warrants that the personnel assigned to provide the work specified in this Agreement are qualified to perform the work, and are licensed, if required, by the appropriate governmental agencies in the locale in which the work is to be performed.

J. JOB SITE

Contractor shall be responsible for its activities and that of its employees at the job site. Neither the professional activities nor the presence of URS or its employees on a site shall imply that URS controls the operations of Contractor or others, nor shall such presence be construed to be an acceptance by URS of any responsibility for Contractor's safety obligations at the job site.

K. SAFETY REQUIREMENTS

Contractor warrants that his personnel assigned to provide the work specified in this Agreement at the job site be certified according to Occupational Safety and Health Administration (OSHA) Regulations.

L. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, beneficiaries, successors, permitted assigns, and other representatives.

M. MODIFICATION

This Agreement shall not be modified except by a writing signed by both parties.

N. JURISDICTION; ENFORCEABILITY

This Agreement shall be administered and interpreted under the laws of the State of New York. Jurisdiction of litigation arising from or relating to this Agreement shall be in that state. If any part of this Agreement is found by a Court to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

O. DISPUTE RESOLUTION

In the event of a dispute to or arising out of this Agreement, the parties shall meet and confer and negotiate in good faith to attempt to resolve the dispute. In the event the parties are unable to resolve the dispute after such good faith negotiation, then the parties shall be free to pursue all remedies, whether legal or equitable, which may exist. In the event of litigation in any manner relating to or arising out of this Agreement, the prevailing party shall recover from the losing party all costs of suit, including reasonable attorneys fees incurred by the prevailing party.

P. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

SECTION 4: NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION REQUIRED STANDARD CLAUSES

The following clauses pertain to the activities of Environmental Products and Services ("Contractor") in reference to the completion of this Agreement with URS Consultants, Inc. ("URS") relative to the "Prime Contract" between URS and the New York State Department of Environmental Conservation ("Department").

- I. (a) The Contractor warrants that to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.
- (b) An organizational conflict of interest exists when the nature of the work to be performed under this Agreement may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Department.
- (c) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.
- (d) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of Clause I of this Section or other applicable contract provision regarding termination shall apply to termination by the Department pursuant to this clause.

(e) The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

II. The Contractor shall provide the Department unrestricted access to field work during the preparation and progress thereof. Provisions should be included in all contracts and subcontracts relating to the stated project for unrestricted access and Inspection by the Department. Facilities developed or equipment purchased with State Assistance provided under the Prime Contract shall, upon request, be made available at any reasonable time for Department Inspection.

III. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this article affirmative actions shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

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

VI. The Contractor agrees to be bound by the provisions of Executive Law Section 316.

The Contractor shall make good faith efforts to solicit meaningful participation by enterprises identified in the Director of Certified Businesses provided by the Governor's Office of Minority and Women's Business Development.

VII. The Contractor agrees to include the requirements set forth in paragraphs II, IV, V, and VI above in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work in connection with such contract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of contractor's obligation under a State contract is undertaken or assumed.

SECTION 5

PRIME CONTRACT BETWEEN NYSDEC AND URS

SECTION 5

Terms and conditions from the Agreement between New York State Department of Environmental Conservation and URS Consultants, Inc. entered into as of January 11, 1990, including Appendix A and Appendix B, are attached hereto and incorporated herein. Where necessary to give effect to the contract language, the term "Department" shall mean URS and the term "Engineer" shall mean SUBCONTRACTOR.

URS

THIS CONTRACT by and between the New York State Department of Environmental Conservation (hereinafter referred to as the "Department"), having offices at 50 Wolf Road, Albany, New York, 12233 and URS Company, Inc. (hereinafter referred to as the "Engineer"), having offices at 570 Delaware Avenue; Buffalo, NY 14202-1207.

WITNESSETH:

WHEREAS, the Department is authorized by Environmental Conservation Law, Section 3-0309 to obtain technical and professional services on a standby basis for certain purposes; the performance of these services is essential to the Department, and the Department, after fully examining all of its internal capabilities and thoroughly investigating all possible alternative approaches, has determined that certain tasks can best be accomplished through a contract; and

WHEREAS, the Engineer hereby represents that it is professionally capable of providing the technical and professional services which are the subject matter of this Contract, and is licensed and authorized to practice engineering in the State of New York;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

In addition to the definitions of "Department" and "Engineer" given above, the terms listed below shall have the following meanings for the purposes of this Contract:

- (a) STATE - The State of New York.
- (b) DEPARTMENT'S AUTHORIZED REPRESENTATIVE - The person authorized by the Commissioner to act for the Department in all matters related to this Contract and identified in Article 8 herein.
- (c) USEPA - The United States Environmental Protection Agency.
- (d) PROJECT - The services which are described generally in Schedule 1, "Scope of Engineering Services", and described specifically in a work assignment.
- (e) FIXED FEE - The profit of the Engineer which is applicable to a particular work assignment under this Contract. The fixed fee may be increased only through a written amendment to a work assignment providing for an increase in scope of services under such work assignment.
- (f) WORK ASSIGNMENT COSTS- The sum of accurately and properly documented and allowable direct and indirect costs which have been incurred within budgeted amounts estimated for work assignment tasks, less any allocable credits.

- (g) WORK ASSIGNMENT - The tasks assigned by the Department to the Engineer necessary for the completion of a specific scope of work.
- (h) WORK PLAN - The Engineer's response to the Department's issuance of a work assignment. It shall contain, at a minimum, 1) the description of the major tasks and subtasks to be performed, 2) the detailed work assignment Progress Schedule with milestones, 3) a staffing plan identifying management and technical staff to be assigned, along with their areas of responsibility, 4) identification of areas of subcontracting, including an M/WBE-EEO Utilization Plan, and 5) a detailed work assignment budget.

~~ARTICLE 2 GENERAL DESCRIPTION OF SERVICES, SCHEDULES AND APPENDICES~~

~~The Engineer shall render all services and shall furnish all materials and equipment necessary to provide the Department with the services which are more specifically described in Schedule 1, "Scope of Engineering Services" and included as a work assignment under this contract. Appendix A, standard clauses for all New York State contracts, and Appendix B, standard clauses for all New York State Department of Environmental Conservation contracts are attached hereto and are hereby made a part of this agreement as if set forth fully herein.~~

ARTICLE 3 WORK ASSIGNMENTS

- (a) The Engineer shall perform work under this contract as specified in written work assignments issued by the Department's Authorized Representative.
- (b) Each work assignment will include (1) a numerical designation for the purpose of identifying the work assignment, (2) the estimate of project costs and level of effort, (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) the name of the Department's designated project manager.
- (c) When a work assignment is made, the assignment will authorize the expenditure of funds, up to an estimated ceiling, for the purpose of preparing a work plan. The Engineer shall budget work plan resource expenditures to prepare an approvable workplan within the estimate ceiling. Costs which exceed the estimated ceiling will not be reimbursed unless written approval from the NYSDEC is given prior to the expenditure of costs beyond the cost ceiling.

~~The Engineer shall acknowledge receipt of each work assignment by returning to the Department's Authorized Representative a signed copy of the work assignment within 10 calendar days after its receipt. Upon receipt of a work assignment, the Engineer shall begin work immediately to prepare a detailed work plan to accomplish the work assignment.~~

~~Within 21 calendar days after receipt of a work assignment, the Engineer shall submit 2 copies of a work plan as defined in Article 1(h) to the Department's Authorized Representative. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate prepared in conformance with the requirements of Schedule 2 and Articles 4 and 5 of this Contract.~~

- (d) No work may begin under a work plan until the Department's Authorized Representative has issued the written approval of the work plan and has issued a written notice to proceed.
- (e) Work assignments shall not change any of the terms and conditions of this Contract.
- (f) For each work assignment the Engineer shall prepare and submit as part of the work plan, a Progress Schedule for the completion of services required by the Work Assignment. The Progress Schedule shall identify, for the purpose of payment in accordance with Article 6(c), dates for milestone activities or deliverables that were identified by the Department's Authorized Representative in the Work Assignment. The Progress Schedule, including milestones, may be altered only with the written approval of the Department.
- (g) The Engineer shall submit SEC 10-Q and 10-K reports to the Department contract manager on a quarterly and annual basis, respectively, as the reports become available. Lack of submission will result in no future work assignments under this contract.

ARTICLE 4 DETERMINATION OF WORK ASSIGNMENT BUDGETS

- (a) Work assignment budgets prepared for work plans shall reflect the prenegotiated rates for personnel salary costs, direct costs, indirect costs, subcontract costs and profit factor contained in Schedule 2 of this contract. When pre-negotiated rates are not applicable, the Engineer must demonstrate the reasonableness of proposed costs with documentation as may be required by the Department.
- (b) Work assignment budgets shall be prepared in a format which conforms to the requirements of Schedule 2 of this Contract. The budget shall be detailed and shall include all elements of cost for each task under a work plan.
- (c) It is the responsibility of the Engineer to identify those activities subject to prevailing wage rates.

~~ARTICLE 5 DETERMINATION OF FIXED FEE~~

- (a) ~~A fee, fixed in terms of dollars, shall be determined for each work assignment in accordance with the following formula, utilizing the pre-negotiated profit factor contained in Schedule 2:~~

~~Fixed Fee = [Profit Factor] x [Estimated Direct Labor + Indirect Costs]~~

- ~~(b) The dollar amount of the fixed fee for each work assignment shall not be increased or decreased unless there is a change in scope to the work assignment. A change in scope is defined as a new task added to, or an existing task deleted from, a work assignment. Increasing or decreasing the level of effort of a work assignment is not considered a change in scope unless the change in level of effort of the work assignment is greater than 35 percent.~~
- ~~(c) Payment for the work assignment fixed fee shall be in accordance with Section 2.8 of Schedule 2.~~

~~ARTICLE 6 PAYMENT; TOTAL CONTRACT PRICE~~

- ~~(a) The total price of this Contract shall not exceed [REDACTED] unless amended in accordance with Article 14 of this Contract.~~
- ~~(b) The total price of this Contract represents a ceiling on the sum of the costs and the fixed fee, and in no way guarantees a level of work to be assigned under the Contract.~~
- ~~(c) Payment shall be made only for allowable costs which are (1) accurately and properly documented in accordance with requirements set forth in Schedule 2 of this Contract, and (2) which are within budgeted line items for the tasks under a work assignment. Also, payment shall only be made when the milestone dates for completion of services have been met and the tasks required by each milestone have been completed, as set forth in the Progress Schedule required by Article 10(b) of this Contract.~~
- ~~(d) Budgeted line items for each task of any work assignment may only be varied with the prior written approval of the Department.~~
- (e) Upon satisfactory completion of work assignment services performed under this Contract, as a precondition for final payment under the work assignment, or as a condition of a termination settlement under this Contract, the Engineer shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, a work assignment or this Contract, as the case may be, except claims which are specifically exempted by the Engineer and set forth in the release. Unless otherwise provided in this Contract, by State law, or otherwise expressly agreed to by the parties to this Contract, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the Department's claims against the Engineer or its sureties under this Contract or under applicable performance and payment bonds.

- (f) If the State or USEPA determines that any work assignment budget, or any price, including the fixed fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract, was increased by any significant sums because the Engineer or any subcontractor furnished incomplete or inaccurate cost or pricing data, then such budget, price, cost, or fixed fee shall be reduced accordingly and the amount payable under any work plan budget shall be modified in writing to reflect such reduction.

ARTICLE 7 TIME OF COMPLETION

- (a) The effective date of this Contract shall be the date of approval by the State Comptroller.
- (b) The term of this Contract shall be seven (7) years; provided, that the Department shall make no new task assignments after three years from the effective date of this Contract, until the New York State Division of the Budget shall have issued a new budget approval for this Contract; after such approval, the Department may make new task assignments, provided that the work under such assignments shall be completed within the contract term, or any extension thereof. The time of completion for individual work assignments will be specified in the work assignments.
- (c) The Engineer is immediately authorized to perform the services described in Schedule 1 upon receipt of a written notice to proceed with a work assignment from the Department. All services required by this Contract including the delivery to the Department of any reports, plans, data, etc., shall be completed within the term of the contract, unless this Contract is amended or extended as provided herein.
- (d) The term of this Contract may be extended by contract amendment for up to one year.
- (e) Nothing in this Article or Contract shall be interpreted or construed as a commitment by the Department to extend the term of this Contract beyond the term defined herein.

ARTICLE 8 AUTHORIZED REPRESENTATIVES, ADDRESS FOR NOTICES

- (a) It is understood and agreed between the parties that the Department's and Engineer's Authorized Representative for this Contract, for any notices, approvals or direction called for therein, shall be, respectively

Mr. Michael J. O'Toole, Jr., P.E.
Director, Division of Hazardous Waste Remediation

or his designee, for the Department, and

Mr. John C. Gorton, Jr.
URS Company, Inc.
or his designee, for the Engineer.

The Authorized Representative shall have complete authority to make work assignments, transmit instructions, receive information, and interpret and define policies and decisions with respect to materials, equipment, elements and systems pertinent to this Contract. Each party shall notify the other in writing of any change in such person.

- (b) Whenever it is provided in this Contract that notice shall be given or other communications sent to the Department or Engineer, such notices or communications shall be delivered or sent to:

DEPARTMENT

New York State Department of Environmental Conservation
Division of Hazardous Waste Remediation
Room 212
50 Wolf Road
Albany, New York 12233-7010

ATTENTION: The Department's designated project manager as specified in work assignments issued pursuant to Article 3.

ENGINEER

(Address of Engineer) (Must be suitable for delivery of telegrams and express mail)

URS Company, Inc.
Consulting Engineers
570 Delaware Avenue
Buffalo, NY 14202

ATTENTION: Mr. John C. Gorton, Jr.

- (c) Notices so delivered or sent shall be deemed for all purposes notice to all persons who are parties to this Contract as Department or Engineer.

ARTICLE 9 RESPONSIBILITIES OF DEPARTMENT

The Department, without cost to the Engineer, shall:

- (a) Advise the Engineer as to Department practices, standards and requirements for the services under Schedule 1, "Scope of Engineering Services."
- (b) Make available for inspection any information that the Department determines to be pertinent to such services, including previous reports and any other relevant data.

- ~~(c) Provide all easements and rights of way or other real property rights necessary for the Engineer to enter upon public and private property as required for the Engineer to perform its services, unless otherwise indicated in Schedule 1 or a work assignment.~~
- ~~(d) Give prompt written notice to the Engineer whenever the Department observes or otherwise becomes aware of any developments or any defects in the work that affect the scope or timing of the Engineer's services.~~

ARTICLE 10 RESPONSIBILITIES OF ENGINEER

- (a) The Engineer shall be responsible for performing all work in accordance with normally accepted professional standards and the requirements of this Contract. The Engineer shall ascertain the standard practices of the Department, and any requirements of the USEPA if the project is funded pursuant to a grant, cooperative agreement, or other funding arrangement with the Federal Government, prior to beginning to perform any services under this Contract. All services required under this Contract shall be performed in accordance with the standard practices, subject to all applicable Federal and State laws, regulations, and legal policies, as well as any other standard practices that the Department may from time to time direct the Engineer to follow, including without being limited to those set forth in Schedule 1. The Department reserves the right to monitor performance and work, and to issue directives to ensure that all requirements referred to above are met.
- ~~(b) For each work assignment, the Engineer shall prepare and submit for the Department's approval a Progress Schedule for the completion of the services required by this Contract. The Progress Schedule shall be consistent with Schedule 2 of this Contract and shall identify, for purpose of payment, milestone dates for completion of such services, and for delivery of any documents required by this Contract. The Progress Schedule, including milestones, may be altered only with the written approval of the Department.~~
- (c) The Engineer is responsible for the professional quality, technical accuracy, timely completion and appropriate coordination of all designs, drawings, specifications, reports and other services furnished under this Contract. The Engineer bears full responsibility for any errors, omissions or other deficiencies in the Engineer's designs, drawings, specifications, reports and other services and shall correct or revise any such errors, omissions or other deficiencies without additional compensation.
- (d) The Engineer agrees that before signing this Contract, its personnel carefully examined this Contract, and are fully informed regarding all of the conditions affecting the work to be done under this Contract. The Engineer will make no claim

against the State by reason of estimates or representation of any officer, employee or agent of the State.

- (e) The Engineer's obligations under this Article are in addition to the Engineer's other express or implied assurances under this Contract or State law and in no way diminish any other rights that the Department may have against the Engineer for faulty materials, equipment or work.
- (f) The Engineer shall furnish promptly all equipment, labor and materials needed to perform, in a safe and convenient manner, such inspections as the Department requires.
- (g) The Engineer shall keep the Department informed of the progress of the work so that the Department may inspect the Engineer's work as provided for by the Progress Schedule, or as determined necessary by the Department. In particular, the Engineer shall provide the Department with at least 48 hours notice prior to covering work not yet inspected or performing work which would prevent proper inspection of previously completed work.

ARTICLE 11 REPORTING REQUIREMENTS

- (a) The Engineer shall review the progress and cost of the services under this Contract on a continuing basis.
- (b) The Engineer shall submit a Monthly Cost Control Report for each work assignment pursuant to Schedule 2 herein. This Report shall also update the cost information in Schedule 2.
- (c) The Engineer shall also submit, as part of the Monthly Cost Control Report, a description of the Engineer's utilization of MBE/WBE firms by listing the firm's name, cost of work performed to date, and percent of work assignment costs paid to the MBE/WBE firms to date. This report shall include invoices from the MBE/WBE firms and copies of cancelled checks paid to the MBE/WBE firms. The Engineer shall also report on such other matters related to the affirmative action goals and requirements established by this Contract as the Department may require.
- (d) The Engineer shall submit a Monthly Project Report for each Work Assignment that must describe, by task, compliance with the Progress Schedule, accomplishments, problems, and projected changes in the scope of services.
- (e) The Engineer shall submit a Progress Schedule Update which indicates the schedule for completion of work, including milestones required by the work assignment, along with the Monthly Cost Control Report and the Monthly Project Report. The Progress Schedule Update will be a bar chart representing graphically the starting date, duration, and finishing date for each task identified in the work assignment. A single starting date and a single finishing date shall be shown for each task.

The current status and projected time to completion shall be shown on each bar.

ARTICLE 12 ANALYTICAL LABORATORY SERVICES, SAMPLING AND ANALYSIS

- (a) The analytical laboratory used or subcontracted by the Engineer to perform chemical analysis must be certified by the New York State Department of Health, technically approved by the Department and, if this Contract is funded wholly or partially with federal funds, acceptable to the USEPA. In the event that this laboratory fails to meet the proficiency requirements established by the Department at any time during the term of this Contract, the Department may require replacement with a laboratory that is acceptable to the Department. Any resampling, reanalyses or other expenses associated with the laboratory substitutions shall be borne by the Engineer.
- (b) The Department may at any time, require the Engineer to obtain samples of surface water, groundwater, soil sediment, or wastes and to make a laboratory analysis of said samples. Sampling and analysis may not be limited to the above categories, but may include others that the Department considers necessary.
- (c) The Engineer's statement of costs for such services will include all costs, including but not limited to sampling and assessment equipment, transportation for sampling by its staff, and analysis by a laboratory technically acceptable to the Department as described in paragraph (a) above.
- (d) Unless otherwise specified in writing by the Department, all sampling will be done in accordance with:

RCRA Groundwater Monitoring Technical Enforcement Guidance Document
USEPA #OSWER - 9950.1
United States Environmental Protection Agency
Washington, D.C. 20460
September 1986

- (e) The Engineer's Work/Quality Project Plan must be approved by the Department prior to initiation of any sampling.
- (f) All laboratory analyses shall be performed in accordance with the most current NYSDEC Contract Laboratory Protocols or as otherwise directed by the Department. The engineer must submit complete QA/QC documentation as required by the Contract Laboratory Protocols.

ARTICLE 13 REMOVAL OF PERSONNEL

All personnel assigned to the Project by the Engineer shall be subject to the approval of the Department and be required to cooperate with the personnel assigned to the Project by the Department. In the event the Engineer's personnel fail to cooperate or to perform their

assigned tasks in a reasonable manner as determined by the Department, the Department may require the Engineer to replace such personnel.

ARTICLE 14 MODIFICATIONS TO SERVICES; AMENDMENTS TO CONTRACT

- (a) Unless otherwise provided, this Contract may be amended or modified only by a written amendment signed by both the Engineer and the Department and approved by the State Attorney General and the State Comptroller.

- (b) If in the opinion of the Engineer, a change in budgeted cost, time or scope of services is required to perform any services which the Engineer has been directed to perform, or which the Engineer is required to perform under a work assignment, the Engineer shall notify the Department in writing of its opinion concerning such change. Such notification shall be made within ten days of the event giving rise to such opinion, and prior to proceeding with the services for which such change is claimed. The Engineer shall provide documentation acceptable to the Department substantiating the amount and extent of any change in the budgeted cost, time or scope of services within 20 calendar days of providing notice of such change. The Engineer waives any right to additional compensation if notice of such change, and supporting documentation therefor, are not provided to the Department within the above times. These times may be extended with the written approval of the Department. During the time required for submission of the above notice and supporting documentation and consideration by the Department, the Engineer will proceed with the services in question according to the written direction of the Department.

The Department shall be the sole judge of whether such alleged change in cost, time, or services is in fact beyond the scope of services and schedules of the work assignment or of this Contract. In the event that the Department determines that it is so beyond, then the Department will make an appropriate change in the work assignment and the work assignment budget. Otherwise, the Engineer will not perform services or expend funds beyond the provisions of this Contract.

- (c) The Department reserves the unilateral right to remove all or any part of a task from a work assignment at any time upon its determination that such removal is in the best interests of the Department. The work assignment fixed fee will be adjusted for task removals that result in a decrease in the scope of work. The Engineer is due no compensation for any task or part of a task so removed before the Engineer begins work on it. If the task is removed after Engineer begins work in it, the Engineer will be compensated in accordance with Article 15. Any funds not expended due to the removal of a task may be reallocated to other tasks upon written Department approval or deducted from the Total Contract Price at the option of the Department.

- (d) If any claims are made or any legal actions are brought in connection with the Project which require work not specified in Schedule 1 or a work assignment, the Engineer agrees to render to the Department all assistance required by the Department. Compensation for work performed and costs incurred in connection with such requirement shall be made based on cost rate schedules contained in Schedule 2 of this Contract.

ARTICLE 15 POSTPONEMENT, SUSPENSION AND TERMINATION

- (a) The Department shall have the right to postpone, suspend or terminate this Contract or any work assignment in whole or in part for the convenience of the Department, and such actions shall in no event be deemed a breach of contract. In any of these events, the Department shall fix the value of the work performed by the Engineer prior to such postponement, suspension or termination of the Contract on an equitable basis. In determining the value of the work performed, the Department shall consider the following:
- (1) The ratio of the amount of satisfactory work performed by the Engineer prior to the termination of the Contract or work assignment to the total amount of work contemplated by this Contract or work assignment.
 - (2) The expenses of the Engineer in performing satisfactory work prior to the termination, in proportion to the expenses which the Engineer would have incurred if it had completed the total work contemplated by the work assignment (work assignment costs as defined in Article 1(f)).
 - (3) The actual cost of satisfactory work incurred by the Engineer as verified by audit acceptable to the Department plus a portion of the fixed fee equal to the percentage which the satisfactory work completed bears to the total amount of work contemplated in Schedule 1 or the applicable work assignment.
 - (4) The Department shall not be liable for extra costs associated with delays in the Project which are directly attributed to the Engineer, or the Engineer's suppliers, or any other party with whom the Engineer has a contract.
 - (5) In determining the value of the work performed by the Engineer prior to termination, no consideration will be given to the fixed fee which the Engineer might have made on the uncompleted portion of the work.
- (b) The Department shall have the right to postpone, suspend, abandon or terminate this Contract or a work assignment for cause, and such actions shall in no event be deemed a breach of Contract. In such case, the value of the work performed by the Engineer prior to the termination shall be fixed solely by the cost of satisfactory work as determined by the Department, reduced by the

amount of damages incurred by the Department, plus the portion of the Fixed Fee associated with the satisfactorily completed work.

- (c) Upon receipt of a termination notice, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Department all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this Contract or work assignment, whether completed or in progress, pursuant to Article 17. No payment for satisfactory work will be made until the Department receives all such materials.
- (d) Upon termination, the Department may complete the work and/or may make an agreement with another party to complete the work under this Contract or work assignment.
- (e) If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Department. In such event, adjustment of the contract price shall be made as provided for in paragraph (a) of this Article.

ARTICLE 16 SUBCONTRACTS

- (a) All services to be performed under this Contract shall be performed with the Engineer's own employees, unless the Department's Authorized Representative agrees in writing that the Engineer may subcontract such services. Copies of all proposed agreements between the Engineer and subcontractors shall be submitted to the Department along with a statement of the subcontractor's qualifications. Such agreements must be approved by the Department in writing prior to initiation of work.
- (b) The reasonableness of proposed subcontracting costs must be demonstrated by the consultant through the use of price quotes and/or auditing and accounting data as required by the Department. If cost reasonableness is determined by quotes the lowest responsive/responsible quote will determine the maximum subcontracting cost reimbursable under this contract. If cost reasonableness is determined by auditing and accounting data, the supporting documentation will be evaluated on a case-by-case basis by the Department. Subcontracting costs which the consultant cannot document as being reasonable will not be reimbursed under this contract.
- ~~(c) A minimum of 50% of the consultant's engineering services level of effort must be performed by the consultant's own staff, or, if the consultant qualified as a member of a "short list" team, by the staff of the team members, unless the Department agrees otherwise in writing.~~

- (d) All subcontracts under this Contract are subject to all applicable provisions of this Contract, including all Schedules and Appendices, unless otherwise directed in writing by the Department.
- (e) The Engineer is responsible for the completion of all services under this Contract in an acceptable and timely manner, including any services performed by a subcontractor, supplier or other party with whom the Engineer has a contract.

ARTICLE 17 DISPOSITION OF DOCUMENTS AND DATA

- (a) The Engineer shall deliver to the Department copies of all preliminary and final reports, plans, drawings, and specifications which are required by Schedule 1 and the work assignment, and by the Progress Schedule developed pursuant to Article 10 of this Contract. All documents delivered which are not in final form shall contain a statement on the title page setting forth the percentage of work which has been accomplished and the percentage of work which remains to be completed before the document will be in final form.
- (b) At the time of completion of work assignment services, the Engineer shall deliver to the Department the original copies, two reproducible copies, plus additional copies, of all final plans, drawings, specifications, computations, designs, construction data, reports, record drawings, and all other documents and data pertaining to the work which is the subject of this Contract to the extent that the information has not already been furnished.
- (c) Project documents and data shall at all times be the property of the Department. In the event that this Contract or a work assignment is terminated for any reason, the documents and data pertaining to the work on the project shall be delivered to the Department within ten calendar days after the receipt by the Engineer of notice of such termination.
- (d) All engineering reports, plans and specifications submitted to the Department shall bear thereon the signature and stamp of the Engineer, registered as a New York State Professional Engineer. All maps submitted to the Department shall bear the signature and stamp of the Engineer or of a land surveyor currently authorized and licensed to practice land surveying in New York. All engineering data submitted to the Department shall be certified by the Engineer.
- (e) If an individual engineer signs and stamps reports, maps, plans and specifications, and/or certifies engineering documentation and data, such engineer must be a Professional Engineer currently licensed and authorized to practice engineering in New York State.

- (f) Failure by the Engineer to provide the Department with any documents, stamped documents, data or certifications required by this Contract, shall be cause for withholding all further payments due under this Contract. If the Department terminates this Contract or a work assignment because the Engineer withheld any of the above, the provisions of this Contract relating to compensation shall not apply. Any additional costs incurred by the Department as a result of a delay will be deducted from any payment due to the Engineer.
- (g) The Engineer shall be permitted to retain for record purposes copies of all material given to the Department.

ARTICLE 18 DEPARTMENT APPROVAL AND INSPECTION

- (a) All services performed by the Engineer shall be subject to the approval of the Department. The Department reserves the right to refuse partial or full payment for services, including but not limited to reports, data and documents, which are not submitted in a form approvable by the Department.
- (b) The duly authorized representatives of the Department and, if federally funded, the USEPA shall have the right at all times to inspect the work of the Engineer.
- (c) The Department's determinations upon inspection shall be conclusive as to whether the material, workmanship and services inspected conform to the requirements of this Contract.
- (d) Inspections shall not in any way affect any legal right of the Department to reject the completed work or portions thereof.
- (e) If the Engineer does not promptly correct rejected work and promptly repair any damages caused by these corrective measures, the Department may (1) have others correct such work and charge the cost thereof to the Engineer, including without being limited to, offsetting such costs against payments due under this Contract; or (2) terminate the Contract or work assignment in accordance with Article 15.
- (f) Should the Department decide, at any time before acceptance of any services, to inspect or examine work already completed and accepted by removing or uncovering same, the Engineer shall on request promptly furnish all necessary equipment, labor and materials to conduct such inspection or examination. If such work is found to be defective or non-conforming in any respect, the Engineer shall pay for all the expenses of such inspection or examination and shall correct the work determined to be defective and non-conforming in a manner acceptable to the Department without additional compensation, and shall restore any affected areas, structures, or facilities to their former state. If the work is found to meet the requirements of the Contract and work assignment, the Department shall compensate the Engineer for the additional services involved in such inspection or examination and reconstruction and replacement of work, and if completion of

the work has been delayed thereby, the Department, in addition, shall grant the Engineer a suitable extension of time.

- (g) No previous inspection or examination or payment shall relieve the Engineer from the obligation to perform the work in accordance with this Contract and any work assignment thereunder. Final payment shall not relieve the Engineer of the responsibility to comply with this Contract, and any work assignment thereunder, and it shall remedy all defects, paying the cost of any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final payment. However, the obligation of the Engineer to remedy will be limited to faulty performance of the Engineer and its subcontractors under the scope of services specified in this Contract and any work assignment. The Engineer shall not be obligated to correct conditions which arise due to vandalism, use by others, and acts of God. However, the Engineer shall be responsible for providing their own security at project sites.
- (h) The review and approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder by the Department or, in the event of federal funding, the USEPA shall not in any way relieve the Engineer of responsibility for the technical adequacy of its work. Such review, approval, or payment for any of the services covered by this Contract shall not be construed as a waiver by the Department of any rights under this Contract.

ARTICLE 19 DEATH OR DISABILITY

- (a) In case of death or disability of one or more but not all persons herein referred to as Engineer, the rights and duties of the Engineer shall be transferred to the survivor(s), who shall be obligated to perform the services required under this Contract, and the Department shall make all payments due to the survivor(s).
- (b) In the case of death or disability of all the persons herein referred to as Engineer, all data and records pertaining to the Project shall be delivered within sixty days to the Department's Authorized Representative. If the Engineer's successors or personal representatives fail to make such delivery on demand, the representatives of the Engineer shall be liable to the Department for any damage it may sustain by reason thereof. Upon the delivery of all such data to the Department, the Department will pay to the representatives of the Engineer all amounts due to the Engineer, including those to the date of the death of the last partner.

ARTICLE 20 AUDITS, ACCESS TO RECORDS

The Engineer shall maintain all books, records, documents, accounts, and other evidence directly pertinent to the performance of work under this Contract and any work assignment made thereunder in accordance

with the terms of Appendix A, paragraph 10, generally acceptable accounting principles and practices consistently applied, and 40 CFR Part 30 in effect during the term of this Contract. In addition to the officials set forth in paragraph 10, Appendix A, the following officials shall also have access to the above records: the State Department of Labor, and in the event of federal funding, the USEPA, the Comptroller General of the United States, the United States Department of Labor, or any of their authorized representatives.

ARTICLE 21 APPLICABLE LAW; JURISDICTION; SERVICE OF LEGAL PROCESS

The Engineer agrees:

- (a) That this Contract is subject to and governed by all applicable federal, State and local laws.
- (b) To procure all necessary licenses and permits required to complete the work assignment.
- (c) To submit voluntarily and irrevocably to the jurisdiction of a court of competent jurisdiction in New York State, to resolve any dispute or controversy arising out of this Contract.
- (d) That the venue of any action at law or in equity commenced by the Engineer against the Department arising out of a Project in one of the Department's Regions, shall be in the county in that Region where the Department's Regional headquarters is located, or in the Federal District Court having geographic jurisdiction over the area where such project or the Department's Regional headquarters is located.
- (e) That the service of legal process or any notices in connection with a dispute or controversy arising out of this Contract, by United States registered mail, postage prepaid, addressed to the Engineer at the address stated in Article 8 of this Contract, shall constitute good and valid service of process upon the Engineer.
- (f) To waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if the provisions of paragraphs (c), (d), (e) in this Article are complied with.
- (g) That this Contract may be presented in court as conclusive evidence of the foregoing.

ARTICLE 22 SUPERSESION

The Department and the Engineer agree that the provisions of 40 CFR Part 33, including both regulations and model contract clauses, apply to the work to be performed under this Contract which is funded pursuant to a Cooperative Agreement or any other agreement between the Department and the USEPA; and further agree that these regulations and clauses supersede any conflicting provisions of this Contract.

ARTICLE 23 PRIVACY OF CONTRACT

If this Contract is funded with funds from the USEPA, neither the United States nor any of its departments, agencies or employees is or will be a party to this Contract. Further, if federal funds are available, all applicable federal regulations and contract clauses will be deemed to be a part of this Contract.

~~ARTICLE 24 PROPRIETARY RIGHTS~~

~~The Engineer agrees that if patentable discoveries or inventions should result from work described herein, such inventions or discoveries shall be disclosed promptly to the Department, and to the USEPA in accordance with federal regulations, if the contract is funded pursuant to a federal grant or cooperative agreement or other federal funding arrangement. The Engineer agrees that if it is authorized to patent such inventions or discoveries, it will and does hereby grant to the United States Government and the State a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world.~~

ARTICLE 25 EMPLOYMENT OF DEPARTMENT PERSONNEL

This Contract may be cancelled or terminated by the Department, and all monies due, or to become due hereunder may be forfeited, if the Engineer shall knowingly employ either directly or indirectly, in any capacity, any person who at the time of such employment is also an employee of the Department.

ARTICLE 26 GRATUITIES

If the Department finds after notice and hearing that the Engineer or any of the Engineer's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Department or, in the event of federal funding, the USEPA, in an attempt to secure a contract or favorable treatment in awarding or making any determinations related to the performance of this Contract, such action shall be deemed a breach of the Contract. In the case of such a breach, the Department may, by written notice to the Engineer, terminate this Contract and may also pursue other rights and remedies that the law or this Contract provides.

ARTICLE 27 COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability, or, at its discretion, to deduct from payments under this

Contract or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 28 WORKERS' COMPENSATION AND LIABILITY INSURANCE

- (a) The Engineer agrees to procure and maintain, until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and in the amounts hereafter provided, by insurance companies acceptable to the Department and authorized to do business in the State of New York, covering all operations under this Contract whether performed by it or its subcontractors unless otherwise approved in writing by the Department. Upon signing this Contract, the Engineer shall furnish to the Department a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with this Article. The certificate or certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days after written notice of such change or cancellation has been given to the Department. The parties agree that the cost of insurance shall be a component of its overhead costs. The Engineer further agrees to furnish the insurance policies required by this Contract to the Department, upon request, for examination.
- (b) The Department may suspend or terminate this Contract unless the Engineer maintains in full force and effect, the types and amounts of insurance listed below:
 - (1) A policy covering the obligations of the Engineer in accordance with the provisions of the Worker's Compensation Law for any employees rendering services within the State of New York. This Contract shall be void and of no effect unless the Engineer procures such policy and maintains it in effect until acceptance of the work.
 - (2) Professional liability or errors and omissions insurance in the amount of \$1,000,000 for the duration of the project.
 - (3) Bodily injury and property damage liability insurance as follows:
 - (i) Bodily injury liability insurance for all damages arising out of bodily injury, including death at any time resulting therefrom; sustained by one person - not less than \$500,000; and sustained by two or more persons in any one accident - not less than \$1,000,000.
 - (ii) Property damage liability insurance for all damages arising out of injury to or destruction of property; in any one accident - not less than \$500,000; during the entire policy period - not less than \$1,000,000.
 - (iii) The aggregate amount of liability insurance required

under (i) and (ii) shall be \$2,000,000. This aggregate may be met, in part, with excess coverage.

- (c) The liability insurance of the Engineer shall also cover the liability of the Engineer with respect to all work performed under this Contract for the Engineer by each of the Engineer's subcontractors.
- (d) The Department shall be named as "additional insured" on all insurance policies, except workers' compensation policies.
- (e) The Engineer shall give prompt written notice of an accident or claim to the Department as well as to its insurer. Such notice must be given within the period established by the policy for giving such notice.
- (f) In the event that insurance coverage specified in this article is not obtained by the Engineer, the Engineer shall attempt to obtain such coverage from at least three carriers on a periodic basis at least every 6 months, and provide documentation to the Department of its attempts.

ARTICLE 29 CONFIDENTIALITY

The Engineer agrees that any and all data, analyses, materials or other information, oral or written, made available to the Engineer with respect to this Contract, and any and all data, analyses, materials, reports or other information, oral or written, prepared by the Engineer with respect to this Contract shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by the Engineer at any time for any purpose whatsoever other than to provide consultation or other services to the New York State Department of Environmental Conservation, the New York State Department of Law, USEPA, or such other persons or agencies as shall be designated by the Department.

-APPENDIX A

**STANDARD CLAUSES FOR ALL NEW
NEW YORK STATE CONTRACTS**

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **CONTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its

Contractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. RECORD-KEEPING REQUIREMENT. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6)

years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

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

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

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

14. NO ARBITRATION AND SERVICE OF PROCESS. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Contractor, its agents, employees, or subcontractors in the performance of this contract.

III. (a) The Contractor warrants that to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(b) An organizational conflict of interest exists when the nature of the work to be performed under this Contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Department.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize

the actual or potential conflict.

(d) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of Clause I of this Appendix or other applicable contract provision regarding termination shall apply to termination by the Department pursuant to this clause.

(e) The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as required by the Department, and shall be all inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make against the Department any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. The terms contained in this clause shall be defined in accordance with Article 15-A of the Executive Law and 9 NYCRR Part 540, et seq., and any goals established by this clause are subject to the requirements of such law and regulations.

(a) If the maximum contract price herein equals or exceeds \$25,000, and this contract is for labor, services, supplies, equipment, or materials; or

If the maximum contract price herein equals or exceeds \$100,000 and this contract is for the acquisition, construction, demolition, replacement, major repair or renovation of real

property and improvements thereon;

the affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs b-j of this clause shall be applicable within the limitations established by Executive Law §§312 and 313.

(1) The Contractor agrees to make good faith efforts to subcontract at least 15 percent of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 5 percent of the dollar value to Women Owned Business Enterprises (WBEs).

(2) The Contractor agrees to make good faith efforts to employ or contractually require any subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10 percent of, and women for at least 10 percent of, the workforce hours required to perform the work required by this contract.

(b) The Contractor agrees to be bound by the provisions of Executive Law Section 316.

The Contractor shall make good faith efforts to solicit meaningful participation by enterprises identified in the Directory of Certified Businesses provided by the Governor's Office of Minority and Women's Business Development.

(c) The Contractor agrees to include the requirements set forth in paragraph (b) above and paragraphs (h), (i), and (j) below in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work in connection with such contract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of contractor's obligation under a State contract is undertaken or assumed.

(d) The Contractor shall make good faith efforts to utilize the MBE/WBE's identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor shall report on such implementation periodically as required by the contract, or annually, whichever is more frequent. The Contractor also agrees to incorporate into any contract with subcontractors, contractual provisions applicable to recordkeeping, reporting, notice requirements and sanctions determined to be necessary by the Department to implement the requirements of the utilization plan, and of Executive Law Article 15-A, regulations promulgated thereunder, and other applicable law and regulations.

(e) Failure to make good faith efforts to comply with an approved utilization plan or to comply with Article 15-A of the Executive Law or regulations promulgated thereunder shall be grounds for imposition of sanctions pursuant to 9 NYCRR §543.11 and 6 NYCRR Part 615, and other applicable laws and regulations, including but not limited to the reduction of the contract price, postponement, suspension, and/or termination of the contract.

(f) Unless otherwise provided in the request for proposals or bid solicitation documents, within 30 days of approval of the

utilization plan by the Department, the Contractor shall submit copies of signed MBE/WBE subcontracts or purchase orders signed by representatives of both the Contractor and subcontractor, to the Department's MBE/WBE officer. These subcontracts must include the following: actual dollar amount, job description, signature of both parties - prime and MBE/WBE, dates of execution. The Contractor shall submit copies of endorsed canceled checks following performance by an MBE/WBE subcontractor.

Note - If the work to be done by the MBE/WBE subcontractors is not expected to commence within the first year of the project, the prime contractor may submit signed MBE/WBE subcontracts 60 days prior to the work being done. This will be allowed only if the Contractor has clearly identified in the utilization plan a time schedule for work to be performed by MBE/WBE subcontractors and has secured a letter of intent signed by the respective parties. (g) The Contractor hereby agrees to comply with all applicable provisions of Executive Law Article 15-A and the regulations promulgated thereunder. Executive Law sections 312, 313 and 316 are hereby incorporated by reference. The Contractor agrees that the prevailing party in any disputes resolved pursuant to §316 of Executive Law Article 15-A shall not be liable for any costs of the proceeding.

(h) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this article affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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

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

VIII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

EXHIBIT A

SITE-SPECIFIC CONDITIONS

1. SCOPE OF WORK
2. PROJECT SCHEDULE
3. COST

Table 1: Estimate Contractor's Cost

4. SPECIFIC URS RESPONSIBILITIES
5. CONFIDENTIALITY

1. SCOPE OF WORK

URS Consultants, Inc. is currently providing Operation and Maintenance (O&M) for the Pollution Abatement Services (PAS) site under a three year work agreement.

The contract is for Environmental Products and Services (Contractor) to provide subcontract services for the hauling and off-site disposal of leachate/groundwater from a leachate collection tank at the site, located near the eastern limit of the City of Oswego, New York.

Leachate/groundwater will be pumped into the collection tank from collection wells (LCW-1 through LCW-4) located in collection trenches as shown on the site map in Figure 1 within the containment cell. Operation of the leachate collection well pumping systems will be the responsibility of URS and NYSDEC. The Contractor will be responsible for withdrawing the leachate/groundwater from the collection tank into 6000 gallon aluminum tankers, for transporting off-site, and for its treatment and disposal. Before and after the Contractor has withdrawn the scheduled amount of leachate, the level in the tank will be measured by URS/NYSDEC personnel if present at the site or by the Contractor.

The Contractor will ensure compliance with all applicable local, state and federal regulation and permit requirements during leachate/groundwater withdrawal, transportation, off-site treatment and disposal. ~~All manifests and other required paperwork will be provided by the Contractor. Disposal will be at an aqueous hazardous waste treatment facility operated by Frontier Chemical Waste Process, Inc. in Niagara Falls, New York, under an agreement with Environmental Products and Services.~~

Leachate pumping to lower the level within the containment cell is expected to commence in April 1990. During this first month, 50,000 gallons will be pumped into the leachate collection tank for hauling by the Contractor to the off-site treatment/disposal facility. Every month thereafter, up to 12,000 gallons of leachate will be pumped into the tank by URS and hauled off-site by the Contractor. The monthly leachate disposal volume may be modified by URS or NYSDEC during the course of this work assignment.

2. PROJECT SCHEDULE

Leachate hauling and off-site disposal is expected to commence in April 1991 and end in December 1993. This schedule may be changed by the New York State Department of Environmental Conservation in which case a revised schedule will be promptly transmitted to the contractor.

Each month, leachate will be pumped from the wells into the holding tank. Immediately after pumping from the wells, the groundwater level elevations will be measured by URS/NYSDEC in the leachate collection and monitoring wells. Monthly water level measurements are scheduled to occur during the first week of each month. Hauling and disposal of leachate from the collection tank will be schedule for the week following the monthly water level measurements. Every month, URS will confirm the schedule with the Contractor or notify the Contractor of any changes in the schedule at least four days in advance.

3. COST

The estimated cost for the scope of work described in Exhibit A-1 is presented in Table 1. This estimate is based on the contractors cost proposal for performance of the required work according to 29 CFR 1910.120.

The actual cost of these services will be determined based on the unit prices shown in Table 1 and the actual quantity hauled away and disposed of. Under no circumstances shall the total cost of services exceed that shown in Table 1 without the prior written approval of URS.

Additional work requested by URS will require written approval by the URS Project Manager before such work is performed. The cost of this work will be negotiated using the unit prices included in the attached cost estimate unless a lump sum price is agreed upon in advance. The scope and cost of this additional work is subject to the approval of NYSDEC.

TABLE 1
PAS SITE O&M
ESTIMATED CONTRACTOR'S COSTS
LEACHATE HAULING AND DISPOSAL

a) UNIT PRICE QUOTES

Description of Services	Rate	Estimated Quantity	Total/Load
Loading-6,000 Gal. Tanker (0 hours demurrage credit)	\$55/Hr.	2 Hr.load	\$110
Hauling-6,000 Gal. Tanker (to Niagara Falls, N.Y. Facility)	\$655/load	1 load	\$655
Unloading-6,000 Gal. Tanker	\$55/Hr.	4 Hr/load	\$220
Disposal	\$0.43/Gal.	6000 Gal.	\$2,580
Total per 6,000 gallon load			\$3,565
Cost per gallon			59.4 /gallon

b) ESTIMATE FOR THIS WORK ASSIGNMENT

Year	Leachate/G allons	Volume Loads	COST ESTIMATE			
			Loading/Unloading	Hauling	Disposal	Total
1991	146,000	25	8,250	16,375	62,780	87,405
1992	144,000	24	7,920	15,720	61,920	86,560
1993	<u>144,000</u>	<u>24</u>	7,920	15,720	61,920	<u>85,560</u>
TOTAL	434,000	73				258,525

NOTE: For each truck, a total of \$985 for loading, unloading and hauling will be applied to each load of 6,000 gallons or part thereof if the quantity of waste available for traveling does not fill a 6,000 gallon truck. Otherwise, the loading, unloading and hauling charges will be prorated to the size of the truck or volume of leachate hauled in the truck, as appropriate.

4. SPECIFIC URS/CLIENT RESPONSIBILITIES

The following specific responsibilities will be assumed by URS.

- (a) URS is the Prime Contractor under a contract to provide professional services for the New York State Department of Environmental Conservation.
- (b) URS will engage this contractor as a subcontractor to assist URS in providing professional services under the prime contract related to the loading, hauling, unloading and off-site disposal of all leachate/groundwater collected in the leachate holding tank from the containment cell.
- (c) URS will provide an onsite coordinator on an as needed basis.
- (d) URS will notify Contractor of scheduled dates, and any changes to these dates at least 4 working days in advance..

5. CONFIDENTIALITY

It is important that all information produced by the activities of the Contractor be treated as confidential. All information developed by, or on behalf of Contractor in connection with this bid, shall be the sole and exclusive property of NYSDEC and must be promptly turned over to URS Consultants at completion of work. Data, reports, memoranda, and correspondence developed or compiled in connection with this project must be kept confidential.

EXHIBIT B

CONTRACTOR'S PRICE QUOTE



Environmental

PRODUCTS & SERVICES, INC.

Corporate Office: P.O. Box 315, Syracuse, NY 13209-0315
 315-471-0503 FAX 315-475-8920

Toll-Free Within NYS 1-800-262-1012
 USA 1-800-THE-TANK

FORMERLY ENVIRONMENTAL OIL, INC.

January 24, 1991

Mr. Dharmarajan R. Iyer
 URS Consultants, Inc.
 570 Delaware Avenue
 Buffalo, NY 14202-5525

Dear Mr. Iyer:

In accordance with your request, I have prepared the following cost proposal for transportation and disposal of leachate from the PAS site in Oswego, New York, URS Job No. 3536.

Hauling:	\$655.00/load	
Loading:	\$110.00	- (2 hours)
Unloading:	\$220.00	- (4 hours)
Disposal:	\$0.43/gallon; \$2,580.00/6,000 gallon load	

*per M. Hansen by phone
R. Helwich*

A 6,000 gallon aluminum tanker will be used for transportation. The figures presented for loading and unloading are based upon a \$55.00/hour charge for demurrage. The chosen disposal facility is Frontier Chemical in Niagara Falls, New York. The distance from Oswego to Niagara Falls is 182 miles and the hauling charge based on a loaded mile charge of \$3.60. The method of disposal will be by waste water treatment and subsequent discharge to POTW of treated water. Tankers will visit the site as required by URS. A minimum of two (2) days between loads is required for each tanker.

Additional analyses will be required by Frontier Chemical. These are pH, TOC, and TSS. Environmental Products & Services, Inc. can provide sampling and analytical services at an additional cost.

Thank you for the opportunity to quote on the above. If you have any questions or require further information please do not hesitate to contact me.

Very truly yours,

ENVIRONMENTAL PRODUCTS & SERVICES, INC.

Mark Hansen

Mark Hansen, Environmental Manager
 Corporate Office

MH/laf
 0021012900

Albany
 105 Old Mill Road
 Schenectady, NY 12306
 518-356-5700
 FAX: 518-356-4620

Buffalo
 P.O. Box 878
 Buffalo, NY 14217
 716-878-7100
 FAX: 716-878-2733

Newburgh
 P.O. Box 7141
 Newburgh, NY 12550
 914-561-0707
 FAX: 914-561-0863

Rochester
 P.O. Box 11373
 Rochester, NY 14611
 716-438-5880
 FAX: 716-438-8139

Scranton
 435 Green Ridge Street
 Scranton, PA 18509
 717-341-8188
 FAX: 717-341-8182

EXHIBIT C
REQUEST FOR BID



AN INTERNATIONAL PROFESSIONAL FIRM ORGANIZATION

URS CONSULTANTS, INC.

570 DELAWARE AVENUE
BUFFALO, NEW YORK 14202-1207
(716) 883-5525
FAX (716) 883-0754

ATLANTA
BOSTON
BUFFALO
CLEVELAND
COLUMBUS
DENVER
NEW YORK
PALM BEACH
NEW ORLEANS
SAN FRANCISCO
SAN MATEO
SEATTLE
VIRGINIA BEACH
WASHINGTON D.C.

December 17, 1990

Mr. Mark Hansen
Environmental Products & Services, Inc.
P.O. Box 315
Syracuse, New York 13209-0315

RE: POLLUTION ABATEMENT SERVICES (PAS) SITE
URS JOB NO. 35236

Dear Mr. Hansen:

The New York State Department of Environmental Conservation (NYSDEC) has issued a work assignment to URS Consultants for the Operation and Maintenance (O&M) of the Pollution Abatement Services, Inc. (PAS) site, located near the eastern limit of the City of Oswego. The work assignment covers a period of three (3) years, from October 1990 through December 1993. Please kindly submit individual price quotes to perform the hauling and off-site disposal of collected leachate at the PAS site for a period of three years, as described below.

The 16.5 acre PAS site was operated as a high-temperature liquid chemical waste incineration facility from 1970 to 1977. When it was abandoned, the facility had approximately 12,000 drums and over 100,000 gallons of bulk chemical wastes in on-site storage. After a number of emergency removal and spill cleanup actions, the site was designated No. 7 on the USEPA's National Priorities List (NPL), and given the highest priority of all Superfund sites in New York State. Subsequently, the incinerator complex was demolished and all surficial wastes were removed from the site in 1982. Following a Remedial Investigation/Feasibility Study (RI/FS) by URS Consultants for the NYSDEC, the site was remediated in 1988. Specific remedial measures included the following:

- o Excavation and removal of buried drums and subsurface bulk storage tanks.
- o Construction of a slurry wall around approximately eight (8) acres of the site.
- o Construction of a leachate collection and groundwater recovery system.
- o Grading and final capping of the site.
- o Long-term groundwater monitoring.

A portion of this assignment includes the disposal of all leachate/groundwater collected from four (4) wells in the containment cell. Flow rates have been estimated at 250,000 gallons for the first year, decreasing after this time, due to the slurry wall and cap isolating the cell from additional ground- and rainwater influx. Water from the four wells is presently being pumped into a 24,000 gallon leachate collection tank.

Please kindly submit a price bid to include the following items:

1. HAULING

- o Identify type and size of truck/tanker to be used.
- o Identify the (approximate) frequency with which the tankers will visit the site (i.e., 1 truck every week vs. 4 trucks once a month).
- o Identify where and how far the leachate will be taken.
- o Identify fixed and unit (i.e. per mile) charges which lead to the quote for the hauling of the leachate.

2. DISPOSAL

- o Identify the facility at which the leachate will be disposed.
- o Identify the method by which the leachate will be disposed.
- o Identify fixed and unit (i.e. per gallon) charges which lead to the quote for disposal of the leachate.

3. ADDITIONAL TESTING (If deemed necessary)*

- o Identify any additional testing requirements to be performed to further characterize the leachate.
- o Identify any tests, either required or recommended, which may periodically be run on the leachate.

* - Please be advised that URS will be sampling the leachate every six months.

Waste hauling and disposal will be required beginning approximately the third or fourth week in November. Therefore, a response is necessary by November 12, 1990, so that bid data can be compiled and a decision can be reached by the middle of that week. Please feel free to FAX your reply, (716) 883-0754, with a hard copy to follow that transmission. Any additional questions can be directed to Darrin Costantini or myself at (716) 883-5525.

Enclosed with this letter is a map identifying site location. Also enclosed is a summary of leachate test results from our most recent sampling event. An example of our standard subcontract is also included. Please indicate your acceptance of the terms of this subcontract agreement along with your price quote. Please note that the NYSDEC must review and approve all subcontract agreements between URS and its subcontractors before contract signing.

Thank you for your time.

Very truly yours,

URS CONSULTANTS, INC.


Dharmarajan R. Iyer

Project Manager

Enc.

cc: D. Costantini
C. Hurley
File: 0025

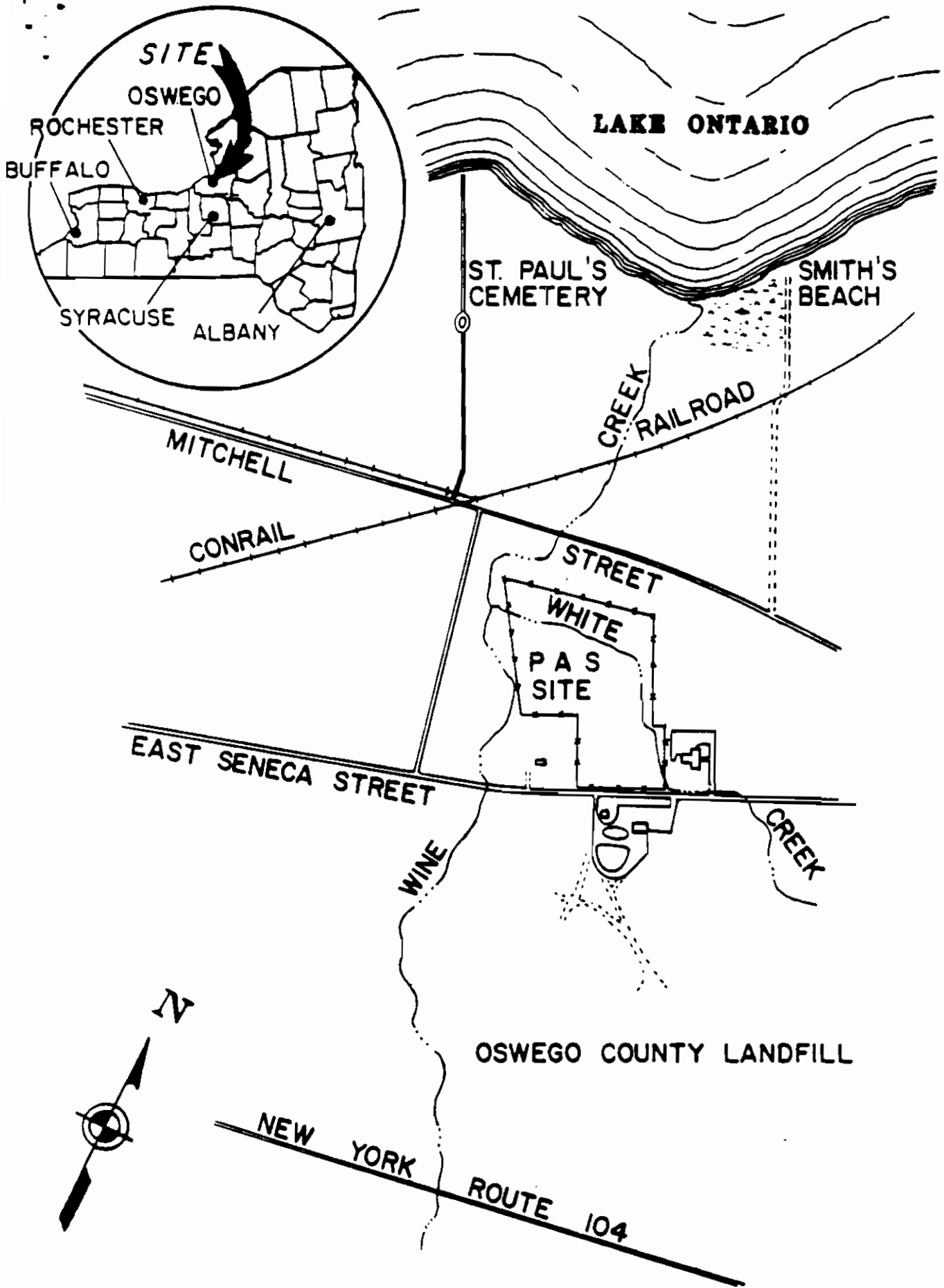


FIGURE 1 - LOCATION MAP

**POLLUTION ABATEMENT SERVICES
OSWEGO, NEW YORK**

**ANALYTICAL RESULTS FROM
LEACHATE SAMPLES**

VOLATILE COMPOUNDS	
Acetone	5,000
Benzene	1,400
2-Butanone	810
Chlorobenzene	2,900
Chloroform	87 J
1,1-Dichloroethane	620
1,2-Dichloroethane	470
1,2-Dichloroethylene (total)	17,000
Ethylbenzene	10,000
Methylene Chloride	1200 B
1,1,2,2-Tetrachloroethane	270
Tetrachloroethylene	47 J
Toluene	11,000
1,1,1-Trichloroethane	520
Vinyl Chloride	4,000
Xylenes (Total)	19,000
SEMIVOLATILE COMPOUNDS	
Phenol	650
1,2-Dichlorobenzene	120
2-Methylphenol	60
2,4-Dimethylphenol	50
Naphthalene	71
2-Methylnaphthalene	18 J
METALS/INORGANIC PARAMETERS	
Aluminum	81.7 B
Arsenic	47.0
Barium	849
Calcium	259,000
Chromium	7.2 B
Cobalt	22.4 B
Copper	14.2 B
Iron	32,800
Lead	3.5
Magnesium	49,500
Manganese	23,300
Nickel	570
Potassium	60,900
Sodium	121,000
Vanadium	18.9 B
Zinc	33.2

NOTES:

1. All concentrations are in ug/l, unless otherwise noted
2. J - Estimated Value
B - Compound found in blank.