

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF SOLID WASTE
50 WOLF ROAD
ALBANY, NEW YORK 12233-7010

PFOHL BROTHERS LANDFILL
URS/DEC W.A. D002340-15
SITE NO. 9-15-043
DEC INTERIM REMEDIAL MEASURES (IRM) CONTRACT
SOIL AND DRUM REMOVAL, CHEEKTOWAGA, NY

CONTRACTOR: OHM CORPORATION
8600 ROLL ROAD
CLARENCE CENTER, NEW YORK 14032

PRECONSTRUCTION CONFERENCE

June 17, 1992
11:00 AM
NYSDEC Office
270 Michigan Avenue
Buffalo, New York 14203

INTRODUCTION

The following is a summary of the items, discussions, comments, and various questions and answers comprised the preconstruction meeting. The minutes follow the meeting agenda.

Mr. Lech Dolata of the NYSDEC chaired and directed the course of the meeting.

ITEM 1 SIGNING OF ATTENDANCE LIST

Mr. Dolata requested that all in attendance sign an attendance sheet, a copy of which is attached to these minutes.

ITEM 2 INTRODUCTION OF ALL PARTIES INVOLVED IN THE PROJECT AND POINTS OF CONTACT

All persons present at the meeting (as identified by the attendance sheet) introduced themselves, their title, and their representation/interest.

Mr. Dolata noted that Mr. James Van Hoesen will be Senior Manager for the NYSDEC on this project, representing the office of Hazardous Waste Remediation in Albany. Mr.

Dolata will be Project Manager for the NYSDEC, again out of the office of Hazardous Waste Management in Albany. Locally, Mr. James Tuk of the Buffalo Region V will serve as Site Inspector/Coordinator and Mr. Vaspal Walia of the Regional Office will be from time-to-time assisting Mr. Tuk on this project.

Representing OHM will be Mr. Ronald Prohaska, Project Manager, who is currently operating out of the OHM Roll Road regional office.

Also present were Mr. Robert Brooks, designated as project Safety Coordinator and Mr. George Kisluk, Chemist for the project.

ITEM 3 LINES OF AUTHORITY AND RESPONSIBILITY

Mr. Dolata noted that OHM does not currently have a Notice to Proceed from the NYSDEC. The minor delay in award of the contract is based on clarification of items on the OHM Work Plan, Health and Safety Plan (HASP), QA Plan, and Safety Plan. Mr. Prohaska of OHM noted they have responses on all items and would present them to the NYSDEC at the close of this meeting. Mr. Dolata noted these items would be reviewed along with other recent questions and areas of concern raised by officials of the Town of Cheektowaga. Once it is ascertained that all required documents by OHM are acceptable, a Notice to Proceed would be issued. It is hoped that the Notice to Proceed can be issued sometime early next week.

Mr. Dolata noted that the lines of authority are that the NYSDEC holds the contract with OHM Corporation. They also hold a separate contract with URS Consultants, who will be the designated Engineer for this project. All day-to-day activities will be the responsibility of URS. Mr. Hoffman of URS will act as Project Manager, comparable to Mr. Dolata, and Mr. Prohaska of OHM Corporation.

ITEM 4 INTER-RELATIONSHIP AMONG THE ENGINEER, CONTRACTOR, AND OTHER PARTIES

Mr. Dolata noted that OHM has a contract with NYSDEC and thereby are responsible to NYSDEC for all work. Likewise, NYSDEC has a contract with URS Consultants to provide engineering services and be responsible for the day-to-day activities on the project. (At the suggestion of Mr. Hoffman, an organizational chart that was contained in the URS Work Plan will be attached to these minutes which will show the inter-relation between all parties.) Mr. James Tuk of the NYSDEC will be NYSDEC's Onsite Inspector and Coordinator and be in charge of all public contact. Mr. Robert Brooks of OHM will be responsible for all the Contractor safety issues and will be working with Mr. Tom Knickerbocker (URS) on all such issues. Mr. Walia of the NYSDEC Regional Office will support Mr. Tuk in his duties and provide assistance to the NYSDEC. OHM will be expected to work with URS on a daily basis to ensure the job is carried out in a normal schedule and satisfactory completion. URS will also be responsible for all

submittals, chair all project meetings, and ensure the day-to-day activities of OHM are in conformance with the contract documents.

URS Consultants, who will be the on-site Engineer and shall be acting on behalf of the NYSDEC on all related matters such as shop drawings and onsite inspection. All subcontractors to OHM shall be under the direct supervision and control of OHM and no inter-relationship or contractual relationship exists between OHM subcontractors and URS. URS shall not issue any instructions or directions to the Contractor as far as how the Contractor carries out his work but merely act as inspector to ensure that the project is carried out as required by the contract specifications.

ITEM 5 DISCUSSION OF SCOPE OF WORK AND MAJOR AREAS OF CONTRACT SPECIFICATIONS

Please see ITEM 2 for review of work areas and scope. Major areas of specification requirements are covered under ITEM 9 of the Agenda and elsewhere within the Minutes of the Meeting.

Mr. Dolata noted that the project consists of two areas: 1) "B" Area; and 2) "C" Area straddling Aero Drive just west of Transit Road in the Town of Cheektowaga. The first item of work involved removal of surface exposed drums and buried drums with sampling, analytical and testing work on the contents, and eventual disposal of the contents and the drums. The majority of the drums occupy an area to the west side of Area C.

Another significant group of drums are in Area B on the east side near the power lines. Scattered surface drums are also noted in various other locations throughout both Areas B and C.

In addition, cold tars found in Area C will be excavated and transported to new encapsulation cells to be built by OHM Corporation in Area B.

Finally, scattered drums throughout the site will be removed and properly disposed of.

OHM is currently planning two decontamination areas, one each in Area B and Area C.

ITEM 6 CONSTRUCTION SCHEDULE

Mr. Ron Prohaska, Project Manager for OHM, noted the following schedule:

In approximately the next 3 weeks, the support area will be completed, including clearing and grubbing, installation of utilities, installation of stone roads, installation of trailers in support area, installation of staging areas, installation of complete decontamination vehicle and personnel facilities. This work will be preceded by the required air

monitoring around the perimeter and within the individual work zones.

Immediately following, within the next two weeks, will be test trenching. Commencing in Area C on the west side and simultaneously in Area B on the east side, test trenching will incur including excavation for the tar pits.

Following test trenching, drum removal will occur. Surface drums and subsurface drums will be removed. It is anticipated that two crews, one crew working in each Area B and Area C. During this time OHM will also build the encapsulation cells.

After the drums are removed to the staging area, all drums will be sampled per the contract requirements. There is anticipated there will be a long delay in obtaining all the analytical results, therefore after staging of the drums, no work is anticipated on drum removal or disposal for some period of time.

Following drum removal, soil removal will take place. It is anticipated that approximately two weeks will be involved in removing the tar contaminated soil and placing it in the encapsulation cells.

After all analytical results from the sample drums are obtained, the Contractor will return to the site, remobilize, and proceed to process all the drums for offsite disposal.

Mr. Van Hoesen noted the concern of the NYSDEC regarding PRPs (Potentially Responsible Parties). The Contractor and URS are requested to use the utmost caution in obtaining all information from drums or from onsite sources. Of most importance is that the analytical results from drums that can be identified from PRPs have accurate analytical results that can be submitted and acceptable in a court of law.

The drum logs required by the Contractor must be clear and concise and be usable in a Court of Law. Every effort must be made to identify any printing on the drum and/or labels and markings regarding PRPs. All such evidence will be photographed by URS and be included in the drum log with external copies for the files of any tags, labels, or other sources of information that may be obtained from the drums or surrounding demolition debris.

The quality of analysis for all drums (disregarding PRPs) is critical. Analysis will be required up to 60 drums with validation on all 60 drums. PRP drums will be held on the site until it is clear that all required analytical information is submitted, validated, and acceptable to the DEC and acceptable from a legal standpoint.

ITEM 7 COORDINATION WITH UTILITIES

- A. NIAMO - Mr. John Walters of Niagara Mohawk noted the following: Niagara Mohawk has a 33.5 KV line on the west side of the site which backfeed the Amherst and Galeria

Mall area. This feeder is very important to Niagara Mohawk that no disruption takes place. NIAMO notes that they have an easement across the west side of the property, approximately 60-feet wide, and this area is considered by NIAMO to be a non-hazardous area.

NIAMO requests they be notified of any work in the general vicinity of their right of way and they may, at that time, elect to require that they provide an inspector for any work in the area.

Mr. Walters noted that any work near the NIAMO power lines, all equipment must be grounded. No work shall be closer than 15 feet laterally from the power lines, or 10 feet from the pole lines. No work shall be allowed directly underneath the power lines without permission of NIAMO.

Upon questioning by Mr. Walters, Mr. Van Hoesen noted that work by OHM may include up to the west fence line or underneath and beyond the right of way by NIAMO. This work may encompass shallow test trenches and/or drum removal. However, Mr. Dolata noted that for the present, it should be considered that there will be no work within the right of way area unless NIAMO is so notified by NYSDEC or the Onsite Engineer (URS).

Mr. Walters noted that surface runoff does pass over their easement to the west. Mr. Dolata noted that they do not anticipate any change in grade or change of drainage pattern in the area of the NIAMO easement.

Mr. Walters noted that any work required by NIAMO would be reimbursable to the utility. He expects a good relationship with both the OHM Corporation and the NYSDEC. Should anyone have questions, please contact Mr. James Miller (831-7300) or Mr. John Walters (831-7208) for additional information or notification. NIAMO will require the Contractor to supply cleanup kits, posters regarding contamination and hazards, and should NIAMO be required to supply an inspector, all site-specific hazardous protection will be supplied by OHM.

- B. NYSEG (New York State Electric and Gas) - Mr. Jacob Wagner of NYSEG concurred that their requirements working within the vicinity of their power lines remain the same as NIAMO, 15 feet lateral clearance from all power lines, and 10 feet from all poles.

NYSEG has a 35,000 volt secondary along Transit Road running north and south, and a 4,800 line along the north side of the site. In addition, they have a primary 35,000 volt line along the railroad on the south side of the site inside the existing NYSDEC fence line.

Mr. Wagner noted that all work within the vicinity of the power lines will require 3 days advance notice to NYSEG. All work required in contaminated areas adjacent to their

power lines will require inspection. Since none of their people are adequately trained, they will expect OHM to provide required support procedures for NYSEG personnel and also total reimbursement for all inspection required.

Mr. Walters noted that for mobilization and temporary power, the pole will be established outside the fence line on Aero Drive with a drop made for installation inside the contaminated area. The meter will be outside the fence line. Should the Contractor require any clarification, he should so contact Mr. Wagner. With the proper application, it should take approximately 10 days for installation of temporary electric.

- C. NYSDOT - Mr. Peter Nixon of the DOT Regional Office noted an ongoing major highway project on Genesee Street, south of the Pfohl Brothers Landfill, and on the east side along Transit Road. The Engineer-in-Charge for the DOT is Mr. Daniel Hearn, 684-2564. Mr. Nixon noted that Transit Road is currently involved in major reconstruction and the removal of the existing highway embankment over the railroad should be commencing shortly.

ITEM 8 EMERGENCY SERVICES AND COORDINATION WITH LOCAL FIRE COMPANY

Mr. Dolata noted the attendance of Mr. Keith Hauser who is representing the Hy View Fire District No. 8.

General discussion involved that the Contractor has not yet started any work on site. Location of the support zone and decontamination facilities have not been accurately located but will be detailed by sketch from OHM once the support zone is established. Mr. Van Hoesen suggested that the Contractor supply the Fire Department with a copy of the project Health and Safety Plan. Because of the inability for firemen to enter the site (not qualified to enter a hazardous zone), firemen will not be allowed onsite beyond the support zone. Regarding brush fires, firemen will fight any brush fires from offsite.

Question on chemical fires in the immediate work areas remains open. Any serious incident involving the project would require Hy View to notify Erie County HAS-MAT team for response. On questioning by Mr. Van Hoesen, OHM noted they had some concerns regarding reaction at emergency response from both local fire and EMT's and HAS-MAT teams. OHM is not prepared to fight a fire on site. Should a fire such as a grass fire erupt, they will try to immediately contain the fire by use of the 20-pound bottles available at all work sites. Should this fail, OHM would immediately evacuate the area.

It was generally agreed that another meeting would be called to specifically deal with emergency action and procedures. It was agreed that the first emergency procedures meeting would be held June 24, 1992 at the same NYSDEC office.

ITEM 9 PROJECT MANAGEMENT AND CONTRACTOR RESPONSIBILITY UNDER THE AGREEMENT

- A. Periodic Project Meetings - Once OHM Corporation receives their NTP (Notice to Proceed), URS will schedule (and chair) all progress meetings. It is anticipated that project meetings will be held on a bi-weekly basis. It was suggested that the OHM Project Manager, Health and Safety Officer, and Field Superintendent be available at every meeting (whenever possible). Each meeting shall cover the rate of progress, and the anticipated short-term schedule of the Contractor, and any effects on the long-term schedule and completion date. Following each meeting, the Contractor shall update his schedule and issue a revised schedule following each meeting. Time extension shall be granted by the NYSDEC only through formal change orders. Requests for time extensions may be considered based on weather, but only abnormal weather conditions. Normal weather conditions will not effect the overall progress of the schedule or the Contractor's operations, and shall be taken into consideration on all schedules. Quantity overruns remain the other major item that may effect time schedule and request for time extensions. Mr. Van Hoesen noted that the float shown in any schedule is a shared float, shared by both NYSDEC as the Owner, and the Contractor.
- B. Access to Work for Inspections - Inspection on the site will be carried out by URS with support from Mr. James Tuk of the NYSDEC. URS will have full responsibility on day-to-day inspection and ensure the quality of the project. Mr. Van Hoesen noted that in addition to URS personnel, NYSDEC personnel and DOH (Department of Health) personnel will have access to the site for period inspection. Department of Labor may visit the site for inspection of support documents regarding New York State Labor Law. Mr. Dolata noted that the Contractor will be required to have on file certified payrolls (Form WH 347). Payrolls must be inspected and up-to-date prior to NYSDEC approval of all request for payment.

Mr. Dolata noted that substantial completion for this project would occur at approximately 99% of the required work. The Contractor would notify URS/NYSDEC and request a substantial completion inspection. Based on such an inspection, a punch list of all minor deficiencies and remaining work would be prepared. The Contractor could request reduction of retention. Mr. Van Hoesen noted that retention would remain at twice the value of uncompleted or unaccepted work.

Following completion of all punch list work and all remaining contract work, a final completion inspection would be performed. Based on acceptance, final payment could then be paid to the Contractor. At this time certifications and affidavits as to final completion of the project would be required.

Retention for this project will be 5% throughout the life of the contract, until such deduction is granted by NYSDEC. At the end of the project, a separate pay request must be executed by the Contractor for release of retention.

At the end of the project, the Contractor must supply the required warranties and guarantees including the work involving the encapsulation cells.

- C. Surveys - URS is required by the contract with NYSDEC to provide final survey. The survey will be initially for verification of quantities for payment by the Contractor. The physical survey will also be utilized to record the location and extent of all field work such as drum removal and test trenches for use by NYSDEC on subsequent contracts.

URS will also be performing preconstruction videos of all adjacent roadways and entrances, preconstruction videos of all work areas and final survey including video and photos of all completed work areas and restoration. In addition, URS shall be responsible for documentation of all information regarding PRPs and any information available from test trenches and/or drums.

- D. Review of Qualifications and Experience of Contractor Superintendent, Subcontractors and Suppliers - General discussion followed regarding the requirement by OHM to supply the Uniform Questionnaire for all subcontractors. OHM was cautioned that this information is absolutely necessary and does require submittal by each subcontractor. Information contained therein does involve financial statements and will be kept in the strictest confidence by the NYSDEC. Questionnaires will be submitted directly to the appropriate NYSDEC office to ensure confidentiality. URS and NYSDEC office will have no input regarding the Uniform Questionnaire.

A separate list of subcontractors to be submitted to URS for their review and use.

General discussion followed involving testing and analytical requirements. It appears that Huntingdon Labs will be submitted as the testing lab by OHM Corporation. Initial response by NYSDEC is that they appear to be qualified. ASC Lab will only be doing the water testing. Anticipate one-month turnaround or deduction for time delays. URS will be performing all data validation regarding EPA guidelines. Information on validation of information will be returned to the Contractor noting the unacceptable items or items in question. It will remain the responsibility of the Contractor to determine whether re-analyses or total resampling will be required.

Upon questioning by George Kisluk, Project Chemist for OHM, it was clarified that receipt for timing of the labs begins when the lab receives the samples at their location. Methods must include CLAP. Any questions can be directed Ms. Maureen Serafini of the NYSDEC Albany office, 518-457-3252, through URS.

- E. Construction Schedules and Notification for Delay - OHM must notify NYSDEC/URS of any items or instances which may effect the progress of the project and wherein delays may incur. After preliminary notification, additional information may be requested.

- F. **Measurement of Payment - Measurement of payment will be by URS on behalf of the NYSDEC. Once quantities are determined by URS and generally agreed to by OHM, OHM will prepare and submit the actual pay request to URS for review. URS will review and approve and forward to NYSDEC in Albany.**

New York State does have a prompt payment policy. This policy is initiated based on the progress payment being received in Albany. Mr. Hoffman noted that NYSDEC is fairly successful in ensuring payments are made within the 30 day time interval. A problem may occur on agreement of quantities for payment items and approval in the field prior to issuing to NYSDEC for their processing. Payment for health and safety items will be based on acceptance of detailed breakdown to be supplied by OHM Corporation. Contractor is cautioned that if no health and safety items are ongoing (mid-term shut-down, etc.), no payment will be made.

Mr. Dolata noted that URS will be working under OHM's Health and Safety Plan as will all NYSDEC personnel and other personnel that may be entering or working on the site as permissible by NYSDEC.

- G. **Flow of Documents Such as Pay Requests, Change Orders, and Inspection Reports - All documents on this project shall be submitted to URS Consultants. Pay requests, after developing with URS shall be submitted back to URS prior to submitting to NYSDEC, Albany.**

Mr. Dolata noted that shop drawings on all items to be incorporated in the job will be required for submittal and approval. Of initial interest is the staging area requirements, items involving the decontamination pads and facilities, HDPE liner and encapsulation cells, including supply of clay, etc.

URS is the delegated NYSDEC representative on this job. All correspondence shall be directed to URS who shall review and respond. When necessary, they shall confer with NYSDEC for appropriate action. All shop drawings will be submitted to URS who will, upon review, make recommendations to the NYSDEC for the final action. Shop drawings will be submitted via URS but will be approved by NYSDEC/Albany for all items.

An exception to correspondence to URS will be in the case of problems with URS or claims. Mr. Van Hoesen noted that he is always available should the need arise and should the Contractor feel the need to go beyond Mr. Hoffman of URS and Mr. Dolata of the NYSDEC, to contact him or his office.

The only exception of submittals to be made to URS regarding this project are disadvantaged business enterprises (MBE and WBE). Such submittals shall be made directly to the NYSDEC compliance office.

The Contractor is cautioned that he should take no direction or instruction from any other

entity other than URS or the NYSDEC. All information from the NYSDEC shall be through URS.

- H. Change Order Review and Approval - The Contractor is advised that time is of the essence regarding change order execution and especially time extensions. Because of the length of time required in the State procedure in approving change orders, it is imperative that change orders be initiated as soon as possible.

The four methods of determining the value of a change order are:

- 1) Unit prices established by the bid documents.
 - 2) Negotiations as established by the Contractor and NYSDEC.
 - 3) Agreement for basis on time and material.
 - 4) The Contractor is so notified that he cannot refuse extra work under any circumstance.
- I. Payment Progress - Payment requests and processing will initiate with the Contractor to URS who shall recommend to the NYSDEC. 30-day prompt payment will begin upon receiving the recommended progress payment in Albany.
- J. Contractor's Compliance with Contract Requirements and Regulations - This contract is termed an IRM (interim remedial measures). It does involve the removal of surface and buried drums, coal tars, and contaminated soils. Soils that are not contaminated are not to be dealt with. Only gross contaminated soils and the contents of drums are the primary consideration of this contract.

Mr. Dolata noted the concerns of the NYSDEC regarding OHM using grapplers for drum removal. NYSDEC has had previous problems with contractors attempting to utilize grapplers for drum handling. Based on discussion with OHM, they will be allowed to initiate work using grapplers. However, the first instance of drum handling problems involving grapplers be evident, OHM will be prohibited from utilizing this type of removal and will be formally requested to utilize other types of drum removal. Improper handling where a negative/nonacceptable handling of contaminated items, especially drums, will not be tolerated by the NYSDEC.

Mr. Dolata noted that the public has a high level of interest in this project. The site will remain accessible for the public to enter the site and ask for information. Mr. James Tuk will be the NYSDEC representative who will handle all public information. The Contractor and URS are cautioned not to discuss, provide, or thereby answer any questions or provide any information to any public party or official.

Mr. Dolata noted that under General Conditions, the Contractor is required to conspicuously post and implement minimal (prevailing) wages, non-discriminatory requirements, and EEO requirements. This project does have a requirement for 15%

MBE and 5% WBE participation by the Contractor. OHM is requested to work directly with the NYSDEC MBE/WBE office. The DEC will require a good faith effort on part of OHM Corp. OHM must file their DBE Utilization Plan with the NYSDEC office as soon as possible.

Mr. Hoffman noted his concern regarding traffic. An upcoming meeting with Erie County Department of Public Works, Division of Highways, is planned to review the requirements for posting the highway. The Contractor shall adequately sign Aero Drive to slow traffic down, especially because of the problem with trucks crossing from Area B to Area C. A flagman will be required during periods of heavy traffic.

Mr. Dolata noted that for any clay supplied to the project, a copy of the NYSDEC Mining Permit will be required.

Offsite disposal of hazardous items:

All items must be disposed of in a properly permitted RCRA site. Contractor's compliance will be required. URS will be required to insure proper disposal facilities by contacting local EPA or State agencies to insure all final disposal points are so permitted. Of concern by the DEC is that final disposal points do not have any current restrictions and/or legal actions against them prohibiting receiving and properly disposing of such contaminants.

Interaction with the public:

One work item involves the removal of tars in the close proximity of a private building on the south site of Aero Drive in Area C. Contractor shall not disturb the building. It is not anticipated disturbing any of the property within the fenced line. Should tar removal dictate compromising the fence line, this will be only with the permission of the DEC.

Contractor is advised that he should pay special attention to the condition of the existing roadways leading into the site. Any work by the Contractor that is documented to damage the road system will require repair and/or replacement as necessary.

Dust control on the main access roads and particularly dust control on the vehicles leading from the site to public roads should be an important consideration by the Contractor. No dust will be tolerated.

The Contractor is obligated to provide a security service on the site. Providing the requirements of security will not preclude the public from approaching and entering the site to ask questions and seek information. The security service should be well aware and direct all visitors to the URS Consultants/DEC office for additional information.

Storage facility:

The storage facility and staging area to be built by the Contractor should be based on the anticipated volumes in work in this Contract. This should include an extra volume as may be anticipated by a Contract such as this. Any additional facilities which must be provided or installed by the Contractor regarding storage facilities onsite which are the direct result of large increases of quantities not anticipated as the quantities listed in the bid documents will be considered an extra by the Owner based on such a request by the Contractor.

Contractor is responsible for the health and safety of all others.

Per the Contract documents, the Contractor shall provide complete health and safety items and facilities for URS personnel, DEC personnel and other authorized personnel. DEC will provide a complete list of DEC personnel and DOH personnel who will be so authorized to enter the site (the exclusion areas for work. It is anticipated that DEC will provide their own masks.

Cleanup upon demobilization:

It is anticipated that the demobilization of the site will include certification as to the Contractor leaving the site in a normally clean condition. This may include wipe samples where necessary and samples of the access road. Of most concern by the DEC is to leave the entire support zone certified as free and clear of all contaminants.

Claims:

Contractor is cautioned to become familiar with the Contract requirements involving filing of claims. Claims also include extension of time where necessary in addition to items involving cost. There is a stipulated time interval in which the Department must be notified of any changes wherein the Contractor has identified a potential for claims. Twenty-one days after such notification, the Contractor must file the backup for the costs regarding such claims. Notification of all claims shall be through URS.

Confidentiality:

All parties are cautioned that while this job is a DEC project and as such portions of it may fall into the public's right to obtain information, no information shall be released from any individual on this project. All information must be released through the DEC. Mr. Jim Tuk remains the DEC representative for all information at the job site and in the Buffalo District. The Contractor is particularly cautioned to insure all his workers are so notified that confidentiality is a basic requirements on this project.

Subcontracting limit: The Contractor is cautioned that he is required not to subcontract in excess of 40% of the total value of the project. TSDS is not considered part of the 40% total.

Contractors risk on work before approval:

The Contractor is cautioned that in the case where submittals, samples, or shop drawings are required for approval prior to the initiation of work, the work will not be approved by URS or accepted by DEC without the proper paperwork.

Guarantee period:

Contractor shall note that a guarantee time interval of one (1) year after substantial completion will be required. This includes all physical items installed including materials and workmanship (however excludes items not encountered by the Contractor during his test drenching or removal operation which were not known during the course of the work).

k. Adequate documentation and project cost.

OHM shall supply adequate breakdowns of all lump sum items to URS for their review and approval prior to progress payments.

The Contractor should note that with unit price items, should the quantity vary by 15% or more, either the DEC or the Contractor can request renegotiation of the unit price based on change of quantity.

The Contractor is cautioned to review the requirements for adequate documentation when submitting progress payments. This includes to have invoices available as necessary.

l. Labor Standards

The Contractor is obligated to work a standard 40-hour week with no overtime. DEC will not consider a request by the Contractor for overtime or changes in work schedule. Mr. Van Hoesen noted that they trust the Contractor will adhere to State Labor Standards as required.

Mr. Dolata again noted the requirement for the Contractor to have State Labor Certified Payrolls documenting utilization of the State Prevailing Wage Rates on file at the job site. These documents will be reviewed to insure that they are current when reviewing all requests for payment.

Mr. Hoffman noted that URS will not enforce the requirements of State Labor but merely insure as a courtesy to the Contractor that certified payrolls are on file at the project site.

He also noted the Labor Law requirement for the Contractor to post the required Prevailing Wage Rates on the site. This posting should be done as soon as work starts.

m. Quality control/assurance, testing, laboratories -

Mr. Dolata noted that this item had been previously covered and items contained in this Contractor Work Plan and Health and Safety Plan.

n. Notices of requirement -

Mr. Dolata noted some notices include claims by the Contractor, schedules, substantial completion, final completion, acceptance, removal dates, subcontractors lists, etc.

o. Health and Safety requirements -

Mr. Dolata noted that health and safety requirements as submitted by OHM are currently under final review. It is anticipated that they should be approved in the near future. URS and DEC will operate under the Contractor's HASP. It is based on the ability of URS and DEC to comment and include any comments or requirements within the Contractors HASP.

Mr. Ron Prohaska noted new requirements by the State Health developed during the review of the Contractor's HASP has resulted in a new layer of air monitoring above previously required by the Contract documents or contained in the bid prices by OHM. This items appeared to cost a change in the Contract. Mr. Dolata noted that he will review this item in detail with Mr. Prohaska as to the requirements by DOH and its effect on the Contract.

It was noted that a meeting will be held next week by all parties to review emergency procedures and review of the Contractor's HASP with local agencies such as fire, EMT, emergency response.

p. Easements -

Mr. Dolata noted that DEC has received most of the easements required for this project. A copy of such easements will be provided to URS to be on file at the job site. However, lack of easements does not preclude the State from the right-of-entry on such projects as this superfund site. It is anticipated that the question of easements should not be a concern by OHM this time. Only two minor areas must be addressed by the DEC and that includes easement from the power company and in the area of the tar pits. It is not anticipated that DOT and the Thruway Authority will require easements.

OPEN DISCUSSION

Mr. Knickerbocker questioned encountering asbestos during work. Mr. Van Hoesen noted that is not anticipated that asbestos material will be removed from the site under this contract.

Mr. Hoffman noted several standard URS forms, copies which are attached to these minutes. These forms shall be used throughout the life of the contract as communication tools.

- END OF MEETING -

All comments/corrections to these minutes must be made in writing and submitted to the engineer no later than two weeks after receipt, or these minutes will stand without correction.

Respectfully submitted,



Robert J. Hoffman
Project Manager

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

Enc. Sign-in sheet
Agenda
Organizational Chart
URS Standard Forms
Request for Information
Field Clarification Memo
Bulletin
Memo - Review of Contractors Proposal
Shop Drawing Log
Deficiency Report

cc: Lech Dolata - NYSDEC, Albany
James Van Hoesen - NYSDEC
James Tuk - NYSDEC, Buffalo
Jaspal Walia - NYSDEC, Buffalo
Francine Gallego - NYSDEC, Buffalo
Cheryl Peterson - NYSDEC/DEE, Buffalo
Pete Nixon - NYSDOT, Buffalo
Keith Hauser - Hy View Fire Department, Assistant Chief
Jacob Wagner - NYSEG
Earl Walter - Niagara Mohawk
James Miller - Niagara Mohawk
Ronald Prohaska - OHM
Robert Brooks - OHM
Peter Weldon - OHM
George Kisluk - OHM
John Gorton - URS
Robert Hoffman - URS
Thomas Knickerbocker - URS
John Falbo - URS
File: 35242.00 (3005)

URS/DEC W.A. D 02340 15

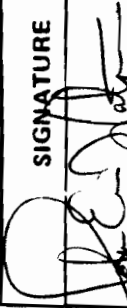



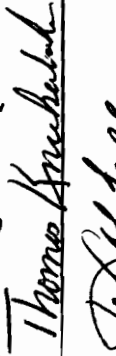

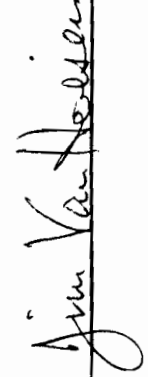
PAGE 1 OF 2

URS JOB	PROJECT NO.	MEETING REPORT NO.	DATE
35242	Site # 9 15 043	RECONSTRUCTION	June 17 1992
FACILITY New York State Dept. of Environmental Conservation Division of Waste Remediation		PROJECT DESCRIPTION PFOHL BROS. LANDFILL Drum & Soil Interim Remedial Contract	
SIGNATURE	NAME AND TITLE (PRINT)	REPRESENTING	TELEPHONE
<i>Robert J. Hoffman</i>	ROBERT J. HOFFMAN PROJECT MANAGER	URS CONSULTANTS	(716) 856-5836
<i>James Turk</i>	JAMES TURK SUN CONST. INSP II	NYSDEC - Buffalo	(716) 851-7220
<i>Jaypal Singh Walia</i>	JASPAL S. WALIA Env Engineer	NY SDEC - Buffalo	716-851-7220
<i>LECH DOLATA</i>	LECH DOLATA ENV. ENGINEER	NY SDEC - ALBANY	758-457-9285
<i>Ronald J. Pinhaska</i>	Ronald J. Pinhaska OHM Proj Mgr.	OHM Corp.	716 741 4616
<i>Robert Brooks</i>	ROBERT BROOKS SITE HEALTH & SAFETY OFFICER	OHM	716-741-4616
<i>George Kusluk</i>	George Kusluk OHM Chemist	OHM	716-741-4616
<i>Francine Gallego</i>	Francine Gallego Envr. Engr	NY SDEC - Buffalo	716 851-7058
<i>Keth Hauer</i>	KETH HAUSER Asst. Chief	NY NEW FIRE DIST #5	716-681-2371
<i>Peter Nixon</i>	PETER NIXON REGION 5 PLAN. CONTACT	NY'S DEPT. OF TRANSPORTATION	716 847-3189

URS/DEC W.A.D 02340 15

PAGE 2

OF 2

URS JOB	PROJECT NO.	MEETING REPORT NO.	DATE
35242	Site # 9 15 043	PRECONSTRUCTION	6/17/92
FACILITY	New York State Dept. of Environmental Conservation Division of Waste Remediation	PROJECT DESCRIPTION	PFOHL BROS. LANDFILL Drum & Soil Interim Remedial Contract
SIGNATURE	NAME AND TITLE (PRINT)	REPRESENTING	TELEPHONE
	John E. Walter SUPERINTENDENT STREET LIT. / INSPECTION	Niagara Mohawk	716 851-7208
	JACOB D. WAGONER SUPERVISING TECHNICIAN	NYSCE	716-684-9800
	JAMES M. MILLER SUPERVISOR INSPECTION	Niagara Mohawk	716-851-7000
	Cheryl Peterson Attorney	NYDEC/DEC	716-851-7050
	Tom Knickerbocker Envir. Sci	URS	716 856-5636
	John H. Falco SE. INSPECTOR	URS	716 856 5636
	James VanHouten Envir. Engin B	URS DEC	518. 457-9280

RECEIVED
URS COMPANY

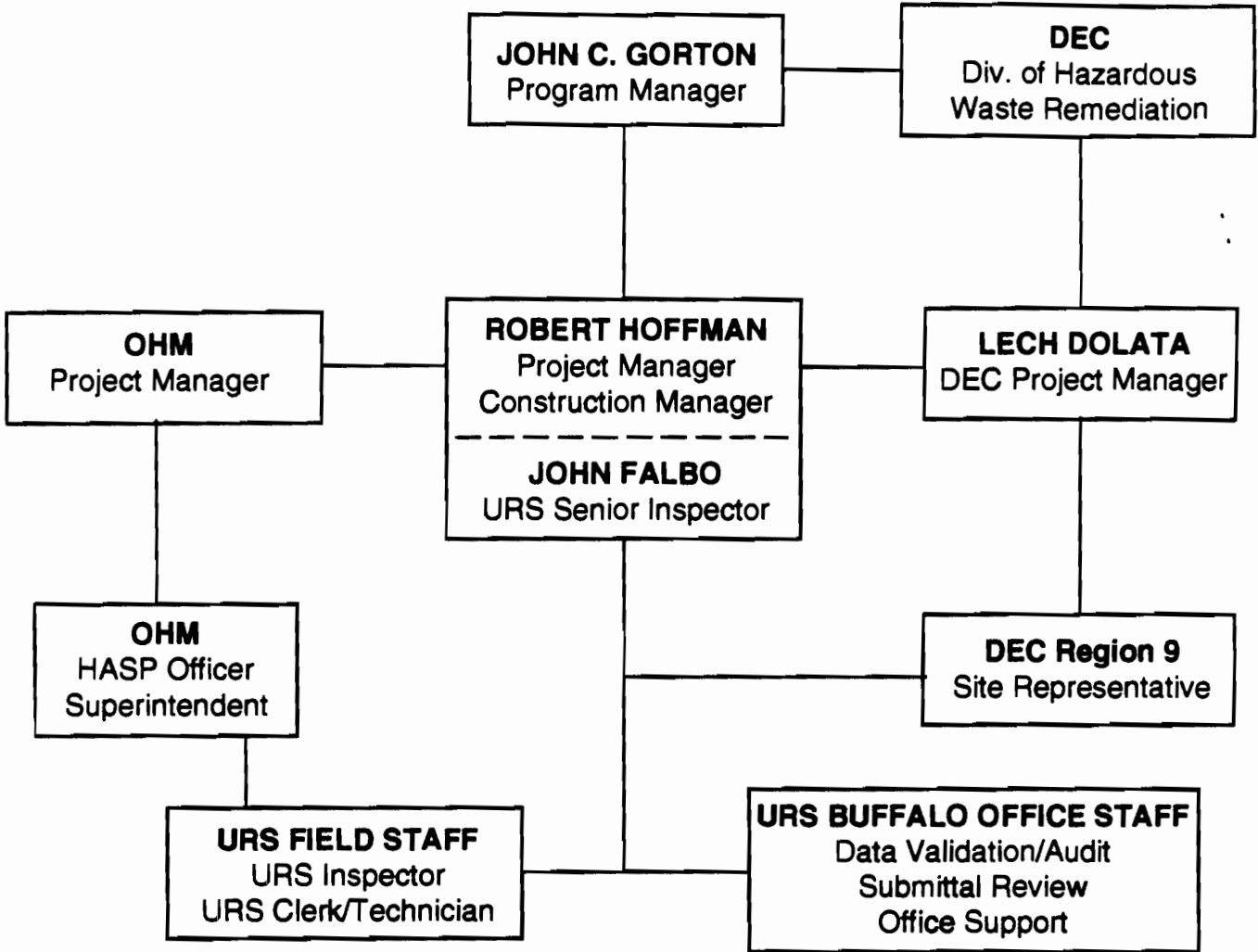
AGENDA

JUN 17 1992

PRECONSTRUCTION CONFERENCE
PFOHL BROTHERS SITE
JUNE 17, 1992

1. Signing the attendance list.
2. Introduction of all parties involved in the project and points of contact.
3. Lines of authority and responsibility.
4. Interrelationships among the engineer, contractors, and other parties.
5. Discuss the scope of work and major areas of the contract specifications.
6. Construction schedule.
7. Coordination with utilities.
 - a. NIAMO
 - b. NYSEG
8. Emergency services and coordination with the local fire company.
9. Project management and Contractor's Responsibilities under the Agreement, General Conditions including employees and hours of labor, date of completion, safety, protection of work, public and property, claims and emergencies.
 - a. Periodic progress meetings;
 - b. Access to work for inspections;
 - substantial completion inspection
 - final completion inspection
 - c. Surveys;
 - d. Review of qualifications and experience of contractor's superintendent, subcontractors and suppliers;
 - e. Construction schedules and notification for delays;
 - f. Measurement for payments;
 - g. Flow of documents such as payment requests, change orders and inspection reports.

- h. Change order review and approval;
- i. Payment process;
- j. Contractors compliance with contract requirements and regulations;
- k. Need for adequate documentation for project cost;
- l. Labor standards (e.g. wage rates);
- m. Quality control/assurance, testing, laboratories;
- n. Notice requirements;
- o. Health and Safety requirements; and
- p. Easements.



NYS Dept. of Environmental Conservation
 State Superfund Work Assignment
 D002340-15

Construction Management Support Services
 for
 Drum & Soil
 Interim Remedial Contract
 Pfohl Brothers Landfill
 Site 9-15-043

REQUEST FOR INFORMATION

URS

CONSULTANTS, INC.

282 Delaware Avenue
Buffalo, New York 14202
(716) 856-5636

PROJECT: _____

RFI LOG _____
CONTRACT _____

TO: _____

DATE: _____

FROM: _____

FIRM: _____

INFORMATION REQUESTED: _____

Reference (Area, Bldg., Spec. Sec., Dwg. No., as applicable) _____

ATTACHMENTS: _____

RESPONSE: _____

RESPONSE BY: _____ DATE: _____

ORGANIZATION: _____



AN INTERNATIONAL PROFESSIONAL SERVICES ORGANIZATION

URS Company, Inc.
282 Delaware Avenue
Buffalo, New York 14202

Field Clarification Memo No. _____

Project: _____

Contractor: _____ Contract: _____

Gentlemen:

This is a Field Clarification to resolve conflicts in the Contract Plans and Specifications and/or to avoid conflicts between different trades. It does not involve any change in the Contract price or Contract completion time.

DESCRIPTION OF CLARIFICATION:

REASON FOR CHANGE:

DRAWING AND/OR SPECIFICATION REFERENCE:

Distribution:

Issued by: _____
Resident Engineer

Date:



AN INTERNATIONAL PROFESSIONAL SERVICES ORGANIZATION

URS Company, Inc.
282 Delaware Avenue
Buffalo, New York 14202

BULLETIN NO.: _____

DATE: _____

PROJECT: _____

CONTRACT: _____

General:

- a. This Bulletin is issued to define the scope of revisions in drawings and/or specifications for a contemplated change order for this project.
- b. Except as otherwise specifically mentioned, the general character of the work required by this Bulletin shall be the same as originally specified for the project now under construction and all incidentals required in connection with the work hereinafter described shall be included even though not specifically mentioned.
- c. Work covered by this Bulletin shall not be started without authorization to proceed.
- d. Please prepared and submit in accordance with the Contract Specifications of this Contract a change order proposal.

DESCRIPTION OF CHANGE:

REASON FOR CHANGE:

DRAWING REFERENCE:

Distribution:

Issued by: _____
Resident Engineer

Date:

MEMO

From: URS Company, Inc.
282 Delaware Avenue
Buffalo, New York 14202

To:

Re:

Attn:

Subject: Review of Contractor's Proposal

Date:

Ref:

The attached Contractor's response to the following Bulletin has been reviewed by this office. The price quoted therein appears fair and equitable.

<u>Bulletin</u>	<u>Description</u>	<u>Contractor's Proposal</u>
-----------------	--------------------	------------------------------

PROJECT: _____
 OWNER: _____
 URS Buffalo Job # _____

URS COMPANY														
Shop Drawings And Materials Submittal Control Form										Title and Location				
Shop Drawing Number	Specifications Paragraph Number	Contract Drawing Number	Description of Material	Supplier or Manufacturer	Contractor Scheduled Dates			Received URS Co		Subcontractant Work		Contract No.		Remarks
					Submit Date	Approval Needed By	Material Equipment Needed	Date	By	Date Sent	Date Returned	Code	Date	

Action Code: A) No Exception Taken B) Make Corrections Noted C) Amend and Resubmit D) Reject

Revised 1/90

SPECIFICATION SECTION:

Page: _____ of _____



CONSULTANTS, INC.

282 Delaware Avenue
Buffalo, New York 14202
(716) 856-5636

PROJECT CONTRACT No. _____

TO (Project Superintendent) _____

CONTRACTOR _____

DEFICIENCY REPORT

DR Log No. _____

DEFICIENCY: _____

REFERENCE: (Area, Bldg., location, Spec. Section, Dwg. No. as applicable) _____

FROM (URS Representative): _____ DATE: _____

The above referenced deficiency has been corrected to full compliance of the contract documents as follows:

FROM PROJECT SUPERINTENDENT: _____ DATE: _____

The above referenced deficiency has been inspected and observed to comply with intent of contract documents.

FROM (URS Representative): _____ DATE: _____