MEMORANDUM FOR RECORD

Date: 31 March 2015

SUBJECT: Environmental Liabilities for site SEAD-006, Ash Landfill Site (SEAD-3, 6, 8, 14, 15) at Seneca Army Depot

This memorandum serves as formal documentation of the information used to develop the Cost-To-Complete (CTC) estimate for SEAD 006 during the 2015 data call. Estimators experience is documented on the Estimator Experience Form, per the Financial Accounting Standards Board Handbook (FASB) Technical Release 2 (Enclosure 1). Future monitoring cost is based on task order pricing for monitoring. The Remedial Action Cost Engineering and Requirements (RACER) 11.2 system was used to estimate the cost of the Well Abandonment costs including site closeout. RA(O) in the form of groundwater monitoring costs were obtained from the current task order (Source 2). The ROD implementation was initiated in 2007. Of the 15 years of monitoring expected per the ROD (Source 1), 7 years remain. The required Land Use Control management of this AOC is included in SEAD 009.

Site History: The Ash Landfill OU (Ash Landfill) occupies approximately 130 acres along the western boundary of SEDA. The Ash Landfill is composed of five SWMUs:

- the Incinerator Cooling Water Pond (SEAD-003),
- the Ash Landfill (SEAD-006),
- the Non-Combustible Fill Landfill (NCFL) (SEAD-008),
- the Refuse Burning Pits (SEAD-014), and
- the Abandoned Solid Waste Incinerator Building (SEAD-015).

Primary contaminants are volatile organic compound (VOCs), semi-volatile organic compound (SVOCs) [mainly polycyclic aromatic hydrocarbons (PAHs)] and metals. The source of the VOCs was most likely the three alleged solvent dump areas located northwest of the Ash Landfill site.

Two removal actions have been performed at the Ash Landfill. The first action removed a former 1,000-gallon heating oil underground storage tank (UST) and the second was a non-time critical removal action conducted between August 1994 and June 1995. The latter consisted of excavation and thermal treatment of VOC-impacted soils using the low temperature thermal desorption process.

A ROD was signed in 2004 that included the RAs of excavation and off-site disposal of debris piles, establishment and maintenance of a vegetative soil cover for the Ash Landfill and the NCFL, and installation of three in situ permeable reactive barrier walls.

The LUC Inspection and 5 year Review for this site has been combined with SEAD-009. These requirements are now included with SEAD-009 and do not appear with this site.

This site includes SEAD-003, SEAD-008, SEAD-014, and SEAD-015 for tracking purposes.

Current Site Status: SEAD-006, Ash Landfill Site (SEAD-3, 6, 8,14,15). In-situ treatment and monitoring of ground water is required until ground water and soil meet cleanup standards.

Exit Strategy: The RA(O) includes monitoring until GW cleanup standards have been met, followed by site closeout documentation. The ramp-down strategy is detailed in the LTM plan. This plan contains provisions to reduce monitoring requirements as cleanup goals are met. Land use controls are required to maintain landfill covers. The LUC will be in perpetuity however costing is estimated for 30 years IAW Federal Accounting Standards Advisory Board Handbook Technical Release 2. LUC Cost for this site is included in SEAD 009 as part of the installation LUC review and the 5 Year review program.

Enclosures:

- 1. Estimator's Experience Form
- 2. Final Record of Decision, Ash Landfill, January 2005
- 3. Contract #: W912DY-08-D-0003, D.O. 015 dated June 26, 2012
- 4. Annual Report and Year 6 Review for the Ash Landfill dated April 2014
- 5. RACER Guidance Cost to Owner
- 6. Estimate Summary Table

RACER Assumptions:

Well Abandonment (LTM)

- 1. Three well groups: Group 1 (19 wells), Biowall (11 wells), Trench (11 wells)
- 2. Well depth: 15 feet
- 3. Well diameter: 2 inches
- 4. Formation type: Unconsolidated
- 5. Method: Overdrill/removal

Site Closeout Documentation (LTM phase):

1. Site Closeout is moderate complexity

- 2. Kick-off, review and regulatory meetings included
- 3. Work Plans and reports-- all RACER default values
- 4. Documents (16 Boxes) will be stored for 30 years

Owner Support Assumptions:

Procurement, Contract Supervision, and Contract Closeout for the non-RACER portion of the estimate is set at 11% of estimated cost and is the same as with RACER closeout cost. This assumption is made for consistency of estimating.

Cost Summary SEAD-6, 3, 8, 14, 15

RA(O)

	GW Monitoring / year: Sampling events (task 3(d) Enclosure 3 \$136892.39/yr x 7 years= \$958,246.73 (Rounded to \$958,247)	\$958,247
	Owner Support Cost (Enclosure 4) Cost of GW Monitoring and recharge \$958247 x 0.11 = \$105,407.17	
	(Rounded to \$105,407)	\$105,407
LTM		
	Well Abandonment/Site Close-out (RACER)	\$132,582
Total	Site Cost	\$1,196,236
Mater Reas	rial Change: No on:	

Prepared by: Randall Battaglia _ Cost Estimator	JUN Signature	the i	Date
Reviewed by: Stephen M. Absolom Cost Estimate Reviewer	Signature	M Quorbon	7 Apr 15 Date

Estimate Summary Table Site # SEAD-006

Site Number	Phase	CTC Subtotal (\$\$K)	Estimate Type	Assumption	Basis of Assumption	Basis of Assumption Document Name	Location of Basis of Assumption Document
	RA(O)	\$958,247	CLIN	Contract	TO 15	Contract #: W912DY-08-D- 0003, D.O. 015 dated June 26, 2012	HNC
			(0003d)				4820 University Square
		_					Huntsville, Al 35816
				Cost of Corp of Engineer oversight	RACER Guidance	RACER	USACE NY
	RA(O)	105, 407	IGE				5786 State Route 96
SEAD 006							Romulus, NY 14541
				RACER	RACER	RACER SEAD-006	USACE NY
	Close	\$132,582	2 IGE				5786 State Route 96
	out						Romulus, NY 14541
Total cost to co	mnlete	\$1,307,567			A		
Does the CTC		\$1,507,507					
include work th site closure? (Y	rough	Yes					

FINAL

RECORD OF DECISION

FOR

ASH LANDFILL

SENECA ARMY DEPOT ACTIVITY ROMULUS, NEW YORK

Prepared for:

SENECA ARMY DEPOT ACTIVITY ROMULUS, NEW YORK

and

UNITED STATES ARMY CORPS OF ENGINEERS 4820 UNIVERSITY SQUARE HUNTSVILLE, ALABAMA

Prepared By:

PARSONS

150 Federal St, 4th Floor Boston, Massachusetts

Contract Number: DACA87-95-D-0031 Delivery Order 0022

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January 2005

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natural biodegradation, since the chemical and biological reactions in the reactive wan release hydrogen, a substance that is used up in microbial dechlorination. This would decrease contaminan levels, which can be expected to significantly reduce the time to achieve ARAR compliance compared to Alternatives MC-3, MC-5 and MC-6.

Alternatives MC-5 and MC-6 include surface water discharge of treated groundwater. Discharge requirements are generally the federal and State AWQC. The discharge from the groundwater treatment system would be designed to meet the federal AWQC and the anti-degradation limits.

Alternatives MC-5 and MC-6 are expected to achieve other ARARs including the RCRA requirements for treatment facilities, the Department of Transportation (DOT) requirements for off-site transportation of any residual materials, and the New York Solid and Hazardous Waste Regulations and the Occupational Safety and Health Act (OSHA). In addition, the operation of the treatment system in Alternative MC-4 would comply with federal and state air standards.

10.2.3 Long- Term Effectiveness and Permanence

Alternatives SC-1, MC-1 and MC-2 would not remove or contain contaminants in the groundwater in a continuous or active manner, with the exception of what would be removed by the reactive barrier wall that is currently in place and operating. Contaminants would continue to migrate and the volume of contaminated groundwater would increase. The No-Action alternative, MC-1, and the alternative water supply alternative, MC-2, are not considered to be effective over the long-term because contaminated groundwater, other than that captured via the reactive barrier wall, remains on-site and some migration off of the property would occur. This condition currently does not affect the drinking water of off-site residents and groundwater modeling has indicated that the concentrations of contaminants would be below drinking water standards by the time the groundwater reaches these wells. These alternatives would require long-term monitoring and sampling.

Alternatives MC-3, MC-5 and MC-6 are all expected to be equal in providing long-term permanence, since each alternative would operate until the desired concentration levels are achieved. The limiting factor in achieving this goal is the rate at which contaminants can be flushed out of the soil matrix. Since the aquifer matrix is glacial till and is high in clay content, diffusion is likely to play an important role in releasing contamination from the aquifer. This means the time for cleanup would be long, estimated to be approximately 45 years. MC 3a is expected to take 15 years. Time -6%

Alternative SC-2 is ranked high for long-term effectiveness and permanence since all materials would be excavated and disposed of in an off-site landfill. Once in the landfill, the contaminated materials are permanently entombed. However, since this alternative does not permanently fix the contaminants and involves such large volume of soil, these wastes may not be as permanently entombed as Alternative SC-4. Therefore, although SC-2 is ranked high for permanence, Alternative

Page 10.6

11.0 SELECTED REMEDY

Based on an evaluation of the various options, the selected remedy is Alternative SC-5 for source control and Alternative MC-3a for migration control (Figure 11-1). The elements that compose the selected remedy include the following:

Excavation and off-site disposal of debris piles and establishment and maintenance of a vegetative soil cover for the Ash Landfill and the Non-Combustion Fill Landfill (NCFL) for source control;

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Installation of three in-situ permeable reactive barrier walls, and maintenance of the proposed walls and the existing wall for migration control of the groundwater plume;

A Contingency Plan will be developed to include one of the following options; provision of an alternative water supply for potential downgradient receptors (farmhouse) or air sparging of the plume in the event that groundwater conditions downgradient of the recommended remedial action described above exceed trigger values; $\zeta \gamma / \ell$

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Completion of a review of the selected remedy every five-years (at minimum), in accordance with Section 121(c) of the CERCLA. If a wall material other than iron is selected, the Army will conduct a review of the remedy's effectiveness one year after the walls are installed. Subsequent annual reviews will be performed until the first five year review. The typical five year review schedule will be followed thereafter.

Land Use Controls (LUCs) to attain the remedial action objectives; and,

Land Use Control Performance Objectives

The LUC performance objectives for the Ash Landfill are to:

- Prevent access or use of the groundwater until cleanup levels are met.
- Maintain the integrity of any current or future remedial or monitoring system such as monitoring wells and impermeable reactive barriers.
- Prohibit excavation of the soil or construction of inhabitable structures (temporary or permanent) above the area of the existing groundwater plume.
- Maintain the vegetative soil layer over the ash fill areas and the NCFL to limit ecological contact.

The groundwater LUCs will be continued until such time that the concentration of hazardous substances in the groundwater have been reduced to levels that allow for unlimited exposure and unrestricted use. Intrusive restrictions for those areas requiring a vegetative soil cover will continue indefinitely. These land use controls will be implemented over the area of the groundwater plume,

Page 11-1

NCFL, and the Ash Landfill, as shown on Figure 1-1.

LUC Remedial Design

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In order to implement the Army's remedy, which includes the imposition of land use controls, a LU(Remedial Design for the Ash Landfill will be prepared which satisfies the applicable requirements o Paragraphs (a) and (c), Environmental Conservation Law (ECL) Article 27, Section 1318 Institutional and Engineering Controls. In addition, the Army will prepare an environmenta easement for the Ash Landfill, consistent with Section 27-1318(b) and Article 71, Title 36 of ECL, in favor of the State of New York and the Army, which will be recorded at the time of the property's transfer from federal ownership. A schedule for completion of the draft Ash Landfill LUC Remedial Design Plan (LUC RD) will be completed within 21 days of the ROD signature, consistent with Section 14.4 of the Federal Facilities Agreement (FFA).

The Army shall implement, inspect, report, and enforce the LUCs described in this ROD in accordance with the approved LUC RD. Although the Army may later transfer these responsibilities to another party by contract, property transfer agreement, or through other means, the Army shall retain ultimate responsibility for remedy integrity. Should the Army transfer these responsibilities, the Army shall provide timely written notice to the regulators of the transferee which shall include the entity's name, address, and general remedial responsibility.

During the excavation of the Debris Piles, the Incinerator Cooling Water Pond area will be re-graded to fill the pond.

The five-year reviews are intended to evaluate whether the response actions remain protective of public health and the environment, and they will consist of document review, ARAR review, interviews, inspection/technology review, and reporting.

A contingency plan will be developed as part of this preferred alternative. The contingency plan will include additional monitoring and air sparging, as necessary, and implementation of an alternative water supply for potential downgradient receptor (farmhouse), if required based on trigger criteria. Following installation of the reactive walls, groundwater from monitoring well MW-56 will be analyzed, and the VOC results will be compared to the Class GA groundwater standards (trigger criteria). If a statistical analysis of the data for this well shows exceedances of Class GA standards, additional remedial action would be required. Temporary wells will be installed in the vicinity of MW-56, and the results will be used to develop an approach for air sparging. A description of the air sparging process is summarized in Alternative MC-3. If concentrations at MW-56 continue to exceed the trigger values following air sparging, an activated carbon system for the farmhouse water supply system would be installed or public water would be delivered to the house. More extensive air sparging would be performed until trigger values are no longer exceeded.

Page 11-2

Alternative SC-5 was selected as the preferred source control alternative because the vegetative co will be an effective barrier against exposure and is therefore one of the highest ranked alternati for protectiveness to human and ecological receptors. The alternative minimizes the negat short-term effects, such as truck traffic and dust problems, that a large excavation would cause. SC will be compliant with all ARARs. This alternative also minimizes the amount of off-site land filli that will be required. SC-5 is the easiest to implement and has the lowest cost.

Alternative MC-3a was selected as the preferred management of migration alternative because it w. achieve substantial risk reduction by chemically destroying the dissolved chlorinated ether compounds in groundwater. This alternative is effective in achieving these reductions. The alternative will be protective of human health and the environment by preventing off-site migratio of the VOC plume. Monitoring of the plume will ensure that downgradient receptors are protected. The monitoring plan will provide adequate warning should monitoring data indicate that the plume i threatening the drinking water supply wells of site neighbors, i.e., the farmhouse wells.

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Section A - Solicitation/Contract Form

AWARD NARRATIVE

This Task Order 0015, which contains Firm Fixed Price tasks, is being issued to Parsons Government Services, Inc. to complete the Implementation of the Long Term Monitoring Plan for the Open Burning (OB) Grounds, Fire Training Areas, and Various Sites, Seneca Army Depot Activity, Seneca County, New York in accordance with the provided Performance Work Statement (PWS) dated 28 March 2012.

The Period of Performance Completion Date for this Task Order 30 September 2015.

The Contracting Officer Representative and Project Manager for this Task Order is Huntsville Center Project Manger Mr. John S. Nohrstedt. He can be contacted by telephone: (256) 895-1639; or email John.S.Nohrstedt@usace.army.mil.

CLIN	Task	Price	Funded
0001a	OB Grounds LTM FY13	\$42,109.07	\$42,109.07
0001b	OB Grounds LTM FY14 (Optional)	\$42,925.84	
0001c	OB Grounds LTM FY15 (Optional)	\$43,744.68	
0001d	OB Grounds LTM FY16 (Optional)	\$43,571.42	
0002a	SEAD-25 LTM FY13 (Optional)	\$62,783.73	
0002b	SEAD-25 LTM FY14 (Optional)	\$64,104.96	
0002c	SEAD-25 LTM FY15 (Optional)	\$64,957.69	
0002d	SEAD-25 LTM FY16 (Optional)	\$64,760.19	
0003a	Ash Landfill LTM FY13 (Optional)	\$126,177.89	
0003b	Ash Landfill LTM FY14 (Optional)	\$129,311.13	
0003c	Ash Landfill LTM FY15 (Optional)	\$131,539.09	
0003d	Ash Landfill LTM FY16 (Optional)	\$136,892.39	
0004a	SEAD-16/17 LTM FY12	\$62,706.19	\$62,706.19
0004b	SEAD-16/17 LTM FY13 (Optional)	\$63,842.00	
0004c	SEAD-16/17 LTM FY14 (Optional)	\$65,180.08	
0004d	SEAD-16/17 LTM FY15 (Optional)	\$66,639.70	
0004e	SEAD-16/17 LTM FY16 (Optional)	\$66,281.16	
0005a	LUC Evaluations FY12 (Optional)	\$42,176.01	
0005b	LUC Evaluations FY13 (Optional)	\$42,959.89	
0005c	LUC Evaluations FY14 (Optional)	\$43,213.13	

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LUC Evaluations FY15 (Optional)	\$149,996.03	
LUC 5 Yr Review FY16 (Optional)	\$44,692.59	
TOTAL	\$1,600,564.86	\$104,815.26
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Project Management. The contractor shall manage the delivery order in accordance with the basic contract statement of work. All project management associated with the delivery order, with the exception of the direct technical oversight of the work described in the preceding tasks, shall be accounted for in this task.

(Task 2d (Optional) (CLIN 0002d (FY16))) FOURTH ANNUAL GROUNDWATER MONITORING EVENT

Fourth Annual Groundwater Monitoring Event. The Contractor shall commence the fourth annual groundwater monitoring event. The actual timing of this event may be modified, with the permission of the KO, if insufficient water is found to exist in monitoring wells at the site.

Water Level Monitoring - The Contractor shall measure water levels from all wells at the site in order to generate potentiometric maps as part of the analysis and reporting phases.

Water Quality Monitoring - The Contractor shall sample and analyze the water quality at all wells as described in the approved plan. This effort shall include required indicator parameters. All sampling and analysis shall be performed IAW the programmatic Sampling and Analysis Plan (Reference 19.7).

Preparation of the Annual Report. Following completion of the annual groundwater monitoring events, the Contractor shall prepare and submit an annual report which summarizes and analyzes the data collected and observations made over the year's effort. Presentation shall include:

- Complete tabulations, including maximum and minimum levels, of all groundwater elevation data developed.
- Trend plots of groundwater elevation data for each of the monitoring wells.
- A potentiometric map of site groundwater.
- Complete tabulations of all chemical concentration data developed to date.
- o Complete tabulations of all indicator parameter data developed to date.
- Summary presentations (e.g. Sample population, maximums, minimums, median, mean, standard deviation, coefficient of variation, etc) of all chemical concentration data developed to date for down gradient and background wells versus the regulatory criteria values.
- Trend plots for key chemical concentration data developed for each of the key monitoring wells.
- Trend plots for all key indicator parameter data developed for each of the key monitoring wells.
- A recommendation of any changes (e.g. changing frequency of data collection to semi annual or annual for the Fire Training and Demonstration Pad (SEAD-25) site, etc.) that are proposed for implementation for the Fire Training and Demonstration Pad (SEAD-25) site.

Project Management. The contractor shall manage the delivery order in accordance with the basic contract statement of work. All project management associated with the delivery order, with the exception of the direct technical oversight of the work described in the preceding tasks, shall be accounted for in this task.

5.0 (Task 3, CLIN 0003) DESCRIPTION OF SERVICES FOR LONG TERM MONITORING OF THE ASH LANDFILL OPERABLE UNIT:(Task 3a, CLIN 0003a (FY 13)) FIRST YEAR GROUNDWATER MONITORING EVENT

First Year Groundwater Monitoring Event. Upon direction from the KO, the Contractor shall commence the first year groundwater monitoring which is comprised of a Mid-Year and an End-Of-Year event.

<u>Mid-Year Groundwater Monitoring</u>. The mid-year monitoring event is comprised of the following: <u>Groundwater Monitoring</u>. The Contractor shall perform the following groundwater monitoring. Plume Performance Monitoring. The Contractor shall sample and analyze monitoring wells PT-18, MWT-22, PT-22, PT-17, MWT-7, PT-24, MWT-24, MWT-25 and MW-56 as per the protocols and monitoring wells in the approved plan.

Biowall Process Monitoring. The Contractor shall sample and analyze monitoring wells MWT-12R, MWT-13, MWT-15, MWT-17R and MWT-23 as per the protocols and monitoring wells in the approved plan.

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o Recommendations.

Project Management. The contractor shall manage the delivery order in accordance with the basic contract statement of work. All project management associated with the delivery order, with the exception of the direct technical oversight of the work described in the preceding tasks, shall be accounted for in this task.

site work CLIN

(Task 3d (Optional), CLIN 0003d (FY 16)) FOURTH YEAR GROUNDWATER MONITORING EVENT Fourth Year Groundwater Monitoring Event. Upon direction from the KO, the Contractor shall commence the fourth year groundwater monitoring event which is comprised of a Mid-Year and an End-Of-Year event.

<u>Mid-Year Groundwater Monitoring</u>. The mid-year monitoring event is comprised of the following: <u>Groundwater Monitoring</u>. The Contractor shall perform the following groundwater monitoring. **Plume Performance Monitoring**. The Contractor shall sample and analyze monitoring wells PT-18, MWT-22, PT-22, PT-17, MWT-7, PT-24, MWT-24, MWT-25 and MW-56 as per the protocols and monitoring wells in the approved plan.

Biowall Process Monitoring. The Contractor shall sample and analyze monitoring wells MWT-12R, MWT-13, MWT-15, MWT-17R and MWT-23 as per the protocols and monitoring wells in the approved plan.

Preparation of Groundwater Monitoring Letter Report. Following completion of the mid-year groundwater monitoring, the Contractor shall prepare and submit a letter report which summarizes and analyzes the data collected and observations made. Presentation shall include:

- Trend plots of groundwater elevation data for each of the monitoring wells.
- o Trend plots for all chemical concentration data developed for each of the monitoring wells.
- Trend plots of key indicator parameter data developed for each of the monitoring wells.

End-of-Year Groundwater Monitoring

Post Closure Monitoring and Maintenance.

Annual Remedy Inspections

Vegetative Cap and Drainage Swale Inspections. The Contractor shall inspect the vegetative soil cover and drainage swales on the site. Inspection shall include observations pertinent to the integrity of the soil and vegetative covering and the condition of run-off channels, infiltration galleries and swales.

Biowall Trench Condition. The Contractor shall inspect the condition of the Biowall trenches.

Groundwater Monitoring Well Inspections. The Contractor shall inspect the condition of the groundwater monitoring wells.

End-of-Year Groundwater Monitoring. The Contractor shall perform the following groundwater monitoring. **Plume Performance Monitoring.** The Contractor shall sample and analyze monitoring wells PT-18, MWT-22, PT-22, PT-17, MWT-7, PT-24, MWT-24, MWT-25 and MW-56 as per the protocols and monitoring wells in the approved plan.

Biowall Process Monitoring. The Contractor shall sample and analyze monitoring wells MWT-12R, MWT-13, MWT-15, MWT-17R and MWT-23 as per the protocols and monitoring wells in the approved plan.

Preparation of the Annual Report. Following completion of the annual groundwater monitoring events, the Contractor shall prepare and submit an annual report which summarizes and analyzes the data collected and observations made over the year's effort. Presentation shall include:

- Complete tabulations, including maximum and minimum levels, of all groundwater elevation data developed.
- Trend plots of groundwater elevation data for each of the monitoring wells.
- o A potentiometric map of site groundwater.
- o Complete tabulations of all chemical concentration data developed to date.

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Phase	2016	2017	2018	2019	2020	2021	2022	2023	Out Years
RAO		137	137	137	137	137	/37	137	
Site Closure									133
(TO 0.		15	15	15	15	15	15	14	
		155	151	155	158	155	155	154	133
		[> -							1196
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FINAL

ANNUAL REPORT AND YEAR 6 REVIEW

FOR THE

ASH LANDFILL OPERABLE UNIT SENECA ARMY DEPOT ACTIVITY, ROMULUS, NEW YORK

Prepared for:

U.S. ARMY CORPS OF ENGINEERS, ENGINEERING AND SUPPORT CENTER HUNTSVILLE, ALABAMA

and

SENECA ARMY DEPOT ACTIVITY ROMULUS, NEW YORK

Prepared by:

PARSONS 100 High Street Boston, MA 02110

Contract Number W912DY-08-D-0003 Task Order No. 0012 EPA Site ID# NY0213820830 NY Site ID# 8-50-006

April 2014

Site

ENCL 4

were installed as designed, meeting or exceeding the 12-inch of soil cover requirement. Section 3.5 describes that the covers are intact and effectively prevent ecological contact with the underlying soil; therefore, the vegetative covers are operating properly.

The CCR also details the construction of the biowalls. Deviation from the intended design resulted in wider-than-intended biowalls that required the emplacement of additional mulch; since this is an enhancement of the design, it is fair to say that the biowalls were constructed as designed. The geochemical data presented and discussed in **Section 3.1** indicate that conditions that are favorable to anaerobic reductive dechlorination have been established within and near the biowalls, which was the expectation of the design of the biowall system.

The remedial action is operating "successfully."

A remedial action may receive the USEPA's designation of "operating successfully" (1) if "a system will achieve the cleanup levels or performance goals delineated in the decision document" and (2) if the remedy is protective of human health and the environment. The data presented in **Section 3.3** demonstrate that concentrations of VOCs are decreasing and will eventually meet the Class GA groundwater standards. The time plots presented in **Figures 10A** through **10J** show a decreasing trend for the COCs at the Ash Landfill OU; **Table 5** summarizes the trends in concentrations of COCs over time, demonstrating that the concentrations in groundwater will eventually meet the groundwater standards.

Recent inspection of the vegetative covers at the Ash Landfill and the NCFL indicate that the covers are preventing ecological receptors from contacting the underlying soil; therefore, there is no threat to the environment. The LUCs have been maintained and no one is accessing the groundwater; therefore, there is no threat to human health. Based on a review of the site data, an inspection of the condition of the vegetative covers, and a confirmation that the LUCs are being maintained, the Army believes that the remedial action is operating successfully.

Based on an assessment of the design and construction of the remedial action, as well as an evaluation of the geochemical and analytical data from the three years of groundwater monitoring, the Army believes that the remedial action at the Ash Landfill meets the requirements to be designated as "operating properly and successfully".

4.0 LONG-TERM MONITORING CONCLUSIONS AND RECOMMENDATIONS

4.1 Conclusions

Based on the results of the long-term monitoring at the Ash Landfill since the installation of the full-scale biowalls, the Army has made the following conclusions:

• TCE within the biowalls remains below or close to detection limits;

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- TCE, cis-DCE, and VC are present in the groundwater at the site at concentrations above respective Class GA groundwater standards;
- Chemical results indicate that the concentrations of chlorinated ethenes are decreasing as they pass through the biowall systems;
- Geochemical parameters indicate that groundwater redox conditions are highly conducive for reductive dechlorination to occur within the biowalls;
- Concentrations of chlorinated ethenes at off-site well MW-56 are below Class GA groundwater standards;
- Continued monitoring is required to determine trends in concentrations of COCs at PT-18A, PT-17, and MWT-7;
- Recharge of the biowalls is not necessary at this time;
- The remedial action continues to meets the requirements of the USEPA's "operating properly and successfully" designation; and
- The Army will continue to monitor the performance of the biowall system, including semi-annual periodic evaluations of the potential need to recharge the biowalls.

Recommendations

Monitor

4.2

Based on the first six years of long-term monitoring at the Ash Landfill OU, the Army recommends continuing the semi-annual frequency of monitoring based on the process shown in **Figure 12** (which is also Figure 7-3 of the RDR). The recommendations for LTM during year six of monitoring are as follows:

- Biowall process monitoring wells (MWT-26, MWT-27, MWT-28, MWT-29, and MWT-23) will be monitored on a semi-annual basis. Each year a recharge evaluation will be completed. As stated in the RDR (Parsons, 2006b), if a recharge is conducted, MWT-26, MWT-27, and MWT-29 would be excluded from the LTM program, as detailed in Figure 12. MWT-28 and MWT-23 will continue to be monitored as part of the performance monitoring wells to supplement data that will be used to determine whether additional biowall recharge is required. The recharge evaluation(s) conducted each year after the first biowall recharge would review the chemical and geochemical data at MWT-28 and MWT-23, and determine if the contaminant increase is a result of poor biowall performance or due to other issues such as seasonal variations in groundwater levels, unusual precipitation events, or desorption and back diffusion;
- Performance monitoring wells (PT-17, PT-18A, PT-22, PT-24, MWT-7, MWT-22, MWT-24, and MWT-25) will continue to be monitored on a semi-annual basis in a manner consistent with the

Owner Cost

In RACER, Owner Cost is the owner's workforce cost to initiate, contract, oversee, direct, implement and closeout the project. Owner costs may include the following categories or items:

- Supervision, Inspection, and Overhead (SIOH):
- · Construction management and "Owner's Representative" services;
- · Laboratory quality assurance;
- · Operations and maintenance manual: and

• Other costs (e.g. technical, real estate, administrative, contracting, accounting, etc.).

The system default percentage for Owner Cost is 11 %. The valid range for the Owner Cost markup factor is 0% to 20%.

Related Topics



- Professional Labor Overhead / G&A
- Field Office Overhead / G&A
- Prime Contractor Profit
- Subcontractor Profit
- Contingency
- Markup Calculations Applying Markup Percentages
- Adjusting Markups for Each Technology Creating Custom Markup Templates
- Markups Report

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OWNER COST

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- Supervision, Inspection, and Overhead (SIOH);
- Construction management and "Owner's Representative" services;
- Laboratory quality assurance;
- Operations and maintenance manual; and
- Other costs (e.g. technical, real estate, administrative, contracting, accounting, etc.).

The system default percentage for Owner Cost is 11 %. The valid range for the Owner Cost markup factor is 0% to 20%.

ENCL 5

ESTIMATOR EXPERIENCE

ESTIMATOR NAME: Randall Battaglia	POSITION: Project Manager	
LOCATION: USACE NY Seneca Proj. Ofc	YEARS OF EXPERIENCE: 31 years	1.1.4.4
EMAIL: Randy.W.Battaglia@usace.army.mil	PHONE NUMBER: 607-869-1532	1.11

DESCRIPTION: (Insert description of experience here, such as educational background, training, etc.) B.S. Chemical Engineering, 1982; Certified Project Manager, 2007;

<u>Work Experience</u>: <u>Project Manager</u>, USACE, 1995-Present: Prepare and manage Life-Cycle Cost for HTRW projects; executes the COE project management business process & establishing a project management plan with a project development team consisting of interdisciplinary, regional or other agencies teams to execute & ensure all projects meet customer, budgetary, safety, scope and schedule requirements during the life cycle of the project, under changing management parameters. Represents the Army as an Alternate for the installation manager in all customer/sponsor, congressional, public contacts, including public meetings, organizations, property transfers with the state, EPA, county, & independent organizations interested in the projects.

<u>Environmental Coordinator</u>, Seneca Army Depot, 1985-1995; performed all program management, cost estimation, budget regulatory, permitting, and other management for the environmental program at the active Seneca Army Depot for hazardous waste, TSDF, air, wetlands, CERCLA, RCRA, engineering projects, etc.

Process Engineer, IEC Electronics, 1983-1985 Process engineering for production, product development, personnel, process & quality control

<u>Relevant Continuing Education</u>: Network Systems Analysis; Project Management for Military Projects & HTRW projects; Environmental Auditing; Economic Assessment; Various Project Management & environmental remediation courses; Cost Estimating

SITE TYPE	SITE NUMBER	SITE TYPE	SITE NUMBER
Above Ground Storage Tank	SEAD 5,59,71	Open Burn	SEAD 23, 24, 006-R-01, 003-R-01, 007-R-01
Burn Area	SEAD 24,45,25,26	Plating Shop	
Chemical Disposal	SEAD 13,72,4	POL (Petroleum/Lubricant Lines	SEAD 9
Contaminated Buildings	SEAD 12, 16,17, 3	Radioactive Waste Area	SEAD 012,48,72, 63, NRC License closeout
Contaminated Fill	SEAD 3, 9,4	Sewage Treatment Plant	SEAD 20,21,22
Contaminated Groundwater	SEAD 025,006, 001-R-01, 023, 064B&D, 041	Small Arms Range	SEAD 57, 46, 120B,122A,122B
Contaminated Sediments	SEAD 4, 3,	Soil Contamination After Tank Removal	SEAD 59,
Contaminated Soil Piles	SEAD 5	Spill Site Area	SEAD 122
Dip Tank		Storage Area	SEAD 123
Disposal Pit/Dry Well		Surface Disposal Area	SEAD 023, 006-R-01, 024
Explosive Ordnance Disposal Area	SEAD 23, 24, 006-R-01, 003-R-01, 007-R-01	Training and Maneuver Area	
Fire/Crash Training Area	SEAD 025,026	Underground Storage Tank	SEAD 27
Firing Range	SEAD 122	Underground Tank Farm	
Incinerator	SEAD 006, 001-R-01,019, 018	Unexploded Munitions/Ordnance	SEAD 006-R-01, 001-R- 01,003-R-01, 007-R-01
Industrial Discharge		Wash rack	
Landfill	SEAD 006, 064 A,B&D, 011,	Waste Lines	
Maintenance Yard	SEAD 122	Waste Treatment Plant	
Oil Water Separator	SEAD 27,		