

SMITH, ELY, DE LUCIA, BRUINOOGUE,
SMORODSKY & SULLIVAN

A PROFESSIONAL CORPORATION

17 AMES AVENUE
RUTHERFORD, N.J. 07070
(201) 939-4400
(201) 939-0694

162 E. RIDGEWOOD AVENUE
RIDGEWOOD, N.J. 07450
(201) 415-9550

PLEASE REPLY TO:
RUTHERFORD

January 13, 1981

COUNSELLORS AT LAW

THOMAS H. BRUINOOGUE
S. VICTOR DE LUCIA
JAMES S. ELY, JR.
GEORGE A. SMITH
WESLEY B. SMITH
(N.J. & N.Y. BARS)
MYROSLAW SMORODSKY
THOMAS H. SULLIVAN

PATRICE SMILEY ANDREWS
(N.J. & PA. BARS)

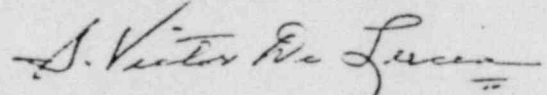
Mr. Frank Costello,
U.S. Nuclear Regulatory Commission,
Region 1,
631 Park Avenue,
King of Prussia, Pennsylvania 19406

Re: Route 17, Rochelle Park

Dear Frank:

As per our conversation, I enclose a copy of
Wehran Engineering proposal to our clients for your
review.

Yours very truly,



S. VICTOR DE LUCIA

SVD:eh
Encl.

8106260224



AGREEMENT
FOR ENGINEERING SERVICES
BETWEEN LAINO AND WEHRAN ENGINEERING CORPORATION

THIS OWNER-ENGINEER AGREEMENT, made this _____ day of _____, 1980, by and between Laino, 87 Route 117, Maywood, New Jersey, hereinafter referred to as the "OWNER", and Wehran Engineering Corporation, a New Jersey Corporation with office and place of business at 200 Route 17 South, Mahwah, New Jersey, acting herein by Vincent L. Soukup, P.E., Vice President, hereinafter referred to as the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the OWNER intends to engage the ENGINEER to perform stipulated professional services for the SWS Plaza site to be constructed on Route 17, Rochelle Park, New Jersey, hereinafter called "PROJECT"; and

WHEREAS, the ENGINEER is desirous of performing said services;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

- (1) The ENGINEER shall provide professional services for the PROJECT in accordance with the Agreement and the Terms and Conditions to this OWNER-ENGINEER Agreement, as described in Exhibit "A", which is attached hereto and hereby made a part of this Agreement.
- (2) The OWNER shall make payment for said services in accordance with said Agreement, and Terms and Conditions to said OWNER-ENGINEER Agreement, referred to above.
- (3) The PROJECT is generally described as follows:
 - (a) Determine the occurrence of thorium wastes on the subject site.
 - (b) Investigate the possibility of other hazardous waste existing within the subject site (Radioactive or Chemical).
 - (c) Evaluate the risk to the proposed site development.
 - (d) Estimate the quantity of such materials present on site.
 - (e) Recommend appropriate remedial action.
 - (f) Present estimates of costs to conduct recommended remedial action.



AGREEMENT
FOR ENGINEERING SERVICES
BETWEEN LAINO AND WEHRAN ENGINEERING CORPORATION

EXHIBIT "A"

TERMS AND CONDITIONS

TO THIS

OWNER-ENGINEER AGREEMENT

Article 1.

Basic Services of the Engineer

The ENGINEER agrees to perform services in connection with the PROJECT as hereinafter stated, including the stipulations and amendments within the Agreement. The ENGINEER'S Basic Services consist of items described below:

TASK I Preliminary Investigation

- (1) Research historical background of site
 - (a) Determine product manufactured by defunct "Maywood Chemical Co. to better assess possible waste generated.
 - (b) Research under what conditions the site was licensed.
 - (c) Under which Governmental Agency Regulations will remedial actions be conducted, and are federal monies available to assist in clean up.
- (2) Conduct a surface radiological survey (licensed subcontractor)
 - (a) To determine if any hazard exists in placing men and equipment on-site for extended time period (to do drilling).
 - (b) Detect radiation hot spots if present. (provide basis for subsurface exploration layout).
- (3) Evaluation of preliminary data
 - (a) Simulate data collected from 1 and 2 above.
 - (b) Advise client as to results of preliminary investigation and effect on remaining work proposed.

Estimated Total Cost for Task I, including all subcontracted fees



TASK II Subsurface Drilling Budget

- (1) To drill a minimum of 10 borings. Assume average depth of 25 feet (continuous samples) Driller says 1-2 holes per day.

NOTE: Not included in subcontract drilling cost is cost of equipment which becomes too contaminated for cleaning and must be replaced, i.e. radiation contamination.

- (2) Wehran Engineering supervision cost (including expenses)

5 to 10 days

- (3) Services of Licensed subcontractor to scan each soil sample for radiation as extracted from the borings

5 to 10 days

- (4) Wehran Engineering collecting and evaluating services

Estimated Total Cost for Task II

NOTE: Assume normal safety equipment is okay, example: respirators, paper suits, gloves.

TASK III Laboratory Analysis

- (1) Test 20 to 30 soil samples for Thorium 232 content or other radionuclides if present

- (2) Perform chemical analysis on 3 to 4 soil samples for priority pollutants

- (3) Wehran Engineering collection of samples and evaluation of data

Estimated Total Cost for Task III

TASK IV Preparation of Final Report and Plans to include Presentation of:

- (1) Description of all field work
- (2) All lab data and interpretations



- (3) Evaluation of risk to proposed development
- (4) Determination of estimated quantity of waste present
- (5) Recommendation for remedial action
- (6) Cost estimates for remedial action

Maps:

- (1) Site layout showing boring locations
- (2) Site layout showing radiation concentrations (if appropriate)
- (3) Cross section for volume calculations

Estimated Total Cost for Task IV (including up to one (1) presubmission meeting with the client)

Total Estimated Cost for all Tasks

ARTICLE 2.

Owner's Responsibilities

- I. The OWNER will provide all criteria and full information as to his requirements for the PROJECT and assist the ENGINEER by placing at his disposal all available written and permit data pertinent to the PROJECT.
- II. The OWNER will guarantee access to the PROJECT and make provision for the ENGINEER to enter upon private lands as required to perform his services under this agreement.
- III. Examine all submitted drawings and other documents presented by the ENGINEER and render the OWNER'S decision pertaining thereto as soon as possible.

ARTICLE 3.

General Considerations

- I. The ENGINEER shall act as the OWNER'S agent with respect to those phases of the PROJECT to which the terms and conditions of this OWNER-ENGINEER agreement apply.
- II. The ENGINEER shall not delegate his duties under this agreement without consent of the OWNER. Authorized subcontractors for specific tasks are permissible.



III.

The costs associated with the supervision of the drilling and backhoe test pit investigation are estimates based on anticipated geologic conditions and subcontract drilling progress. In most cases, these costs can be fairly accurately estimated. Any increases in the associated supervision costs due to unforeseen conditions would be cleared through Mr. A. Laino prior to continuance of the work.

The costs estimated are firm, based on project commencement by January 1, 1981, and completion by July 1, 1981, unless otherwise stated.

IV.

The subsurface exploration program will provide a number of split- spoon and test pit soil samples. It is planned to sample at five (5) foot intervals or where soil or solid waste conditions dictate. This procedure will result in a "library" of soil samples which not only reflect the subsurface conditions encountered during drilling, but may also be used for soil analyses if the future need arises. Any analytical work related to the soil sampling program would be determined upon completion of the boring program and the estimated costs for that work, if necessary, would be provided at the time to Mr. A. Laino prior to Wehran Engineering performing this work.

The Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and may be amended only by written instrument signed by both the OWNER and ENGINEER.

ARTICLE 4.

Schedule of Payments

For its services Wehran Engineering Corporation will receive reimbursement in accordance with the following schedule:

Reimbursement for all the above work in accordance with the stated scope of services for the maximum fixed fee for all tasks of

Any long-term groundwater sampling and/or analysis required by the State of New Jersey requirements will be quoted upon receipt of said requirements at a later date.

ARTICLE 5.

Schedule of Payments

The ENGINEER shall submit monthly to the OWNER, requests for payment in accordance with the methods defined in Article 4. The OWNER will review these promptly, and if acceptable, authorize payment within two (2) weeks.

It is mutually agreed that to limit financing costs to the OWNER and ENGINEER that payment in accordance with the above schedule be made within 14 days following submission of the invoice.

-----x -----x -----x -----x -----x -----x -----x



- (g) Equipment rental and operation to be done under separate contract, by others.
- (h) Prepare a written report for the client evaluating the project's existing environmental conditions including surface, subsurface, ground water and soils criteria, and indicate the probable future risks involved in filling, grading, and building upon this site.
- (i) No Gas Evacuation System will be designed as part of this proposal.

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

OWNER Laino

BY A. Laino

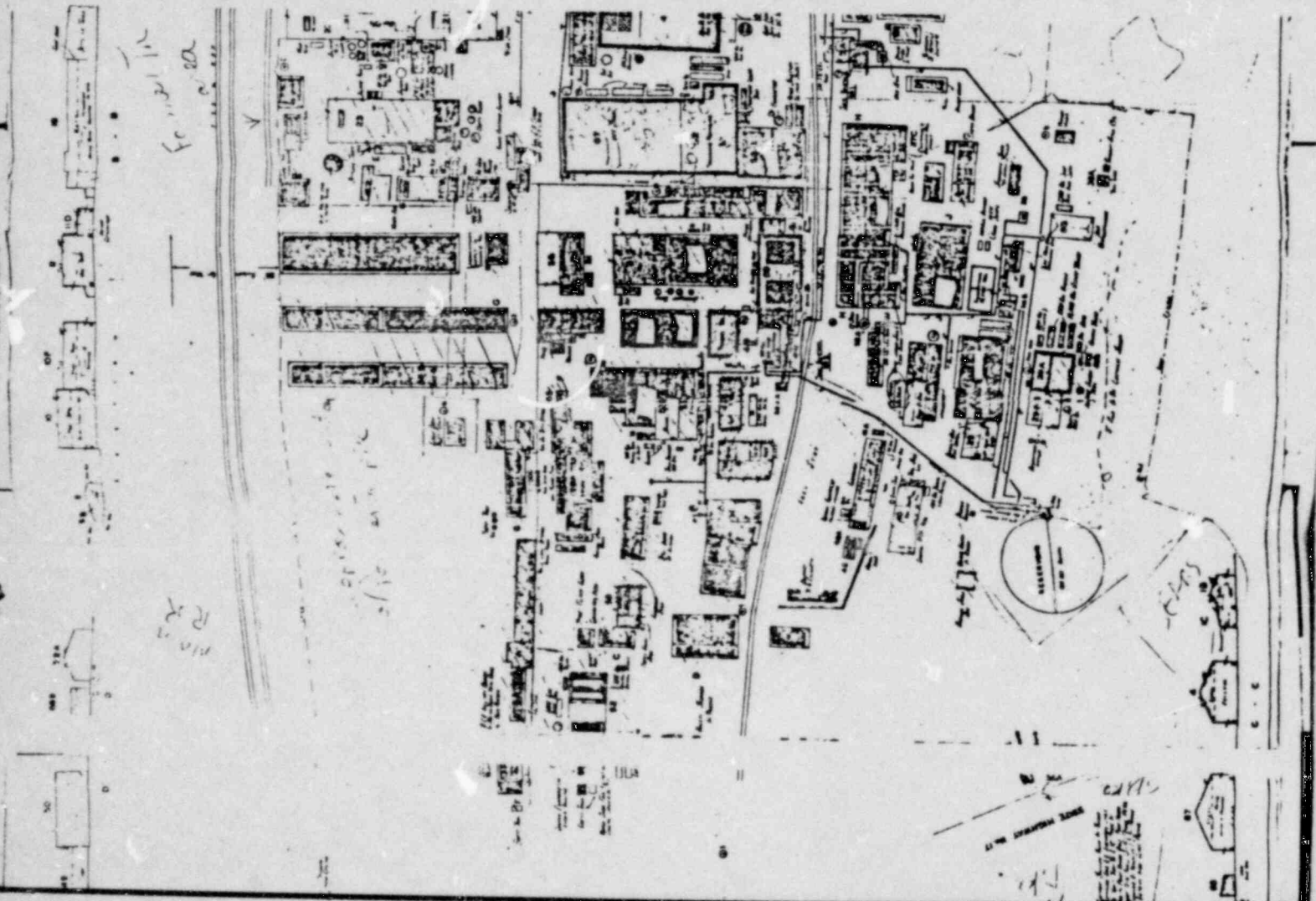
ENGINEER Wehran Engineering Corp.

BY Vincent L. Soukup
Vincent L. Soukup, P. E.
Vice President

No. 7
To
Scale
any more

Form

MATHEO



R.R.

MATH

111A

111A