



FACSIMILE ELECTRO MAIL TRANSMITTAL



CLASSIFICATION
UNCLASSIFIED

TRANSMISSION

PAGE 1 OF 6

IMMEDIATE

ROUTINE

FOR OFFICIAL USE ONLY

TO: NMED
HRMB



DSN FAX #

COMMERCIAL FAX #

(505) 827-1544

ATTENTION

CARL Will

DSN VOICE #

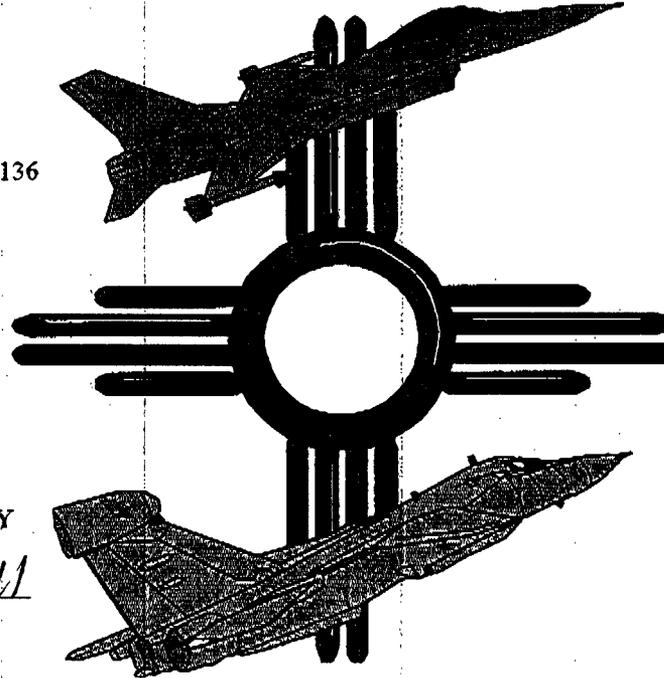
COMMERCIAL VOICE #

(505) 827-1558

SUBJECT SD-11 documentation, SWMV's 86-90

FROM:

27 CE/CEV
111 ENGINEERS WAY
CANNON AFB, NM 88103-5136



DSN FAX #

681-2208

COMMERCIAL FAX #

(505) 784-6022

INDIVIDUAL NAME IF ANY

Sanford Hutsell

DSN VOICE #

681-6022

COMMERCIAL VOICE #

(505) 784-6022

REMARKS

Carl,
Here is a Corps of Engineers Memorandum for Record that the EPA approved the use of the "contaminated" soil for backfill and the analysis of the soil used for backfill.



RELEASERS SIGNATURE

Sanford D. Hutsell

DATE

24 APR 97

TIME

0850





ANACHEM INC.

8 Prestige Circle, Suite 104 • Allen, Texas 75002
214/727-9003 • FAX # 214/727-9686 • 1-800-966-1186

Customer Name: Remediation Services, Inc.
Date Received: August 5, 1994 at 09:05:37
Date Reported: August 8, 1994
Submission #: 9408000065
Project: OIL CONTAMINATED STOCKPILE

SAMPLES: The submission consisted of 2 samples with sample I.D.'s shown in the attached data tables.

TESTS: The samples were analyzed for:
* BTEX (MOD 8020)
* LEAD/Pb (EPA 6010)
* MICROWAVE DIGESTION (EPA 3015)
* TPH DIESEL-RANGE (MODIFIED 8015)

RESULTS: See attached data table for results.

Distribution Of Reports:
2-Remediation Services, Inc.
Attn: John Inglehart
Ph. 405-840-4434 Fax 405-840-9373

LAB NUMBER: 9408000065 lims

Respectfully Submitted,
Anachem, Inc.

James D. Lynch, Ph.D.
Chemist

C.E. Newton, Ph.D.
Chemist

NOTE: Submitted material will be retained for 60 days unless notified or consumed in analysis. Material determined to be hazardous will be returned or a \$20 disposal fee will be assessed. Our letters and reports are for the exclusive use of the client to whom they are addressed. The use of our name must receive our prior written approval. Our letters and reports apply to the sample tested and/or inspected, and are not necessarily indicative of the qualities of apparently identical or similar materials.

Client Name: Remediation Services, Inc.
 Submission#: 9408000065
 Project Name: OIL CONTAMINATED STOCKPILE
 Report Date: 08/08/94

Client Sample #: C.S. 1

Laboratory ID #: 34845 Matrix: Soil
 Sample Container: 2x4oz EPA Approved Glass Jar\Black lid
 Sampling Location: OIL CONTAMINATED STOCKPILE
 Sampling Date: 08/03/94
 Temperature (Celcius): 4

BTEX (MOD 8020)

Analyte	Results(mg/kg)	M.D.L.	P.Q.L.
Benzene	<0.396	0.0396	0.396
Toluene	<0.253	0.0253	0.253
Ethyl Benzene	<0.469	0.0469	0.469
Xylenes	<0.421	0.0421	0.421

LEAD/Pb (EPA 6010)

Analyte	Results(mg/kg)	M.D.L.	P.Q.L.
Lead	<21.2	2.12	21.2

TPH DIESEL-RANGE (MODIFIED 8015)

Analyte	Results(mg/kg)	Det.Limit
Diesel-Range Petroleum Hydrocarbons Oil-range TPH 76 mg/kg	17	5.0

Client Sample #: C.S. 2

Laboratory ID #: 34846 Matrix: Soil
 Sample Container: 2x4oz EPA Approved Glass Jar\Black & Green lid
 Sampling Location: OIL CONTAMINATED STOCKPILE
 Sampling Date: 08/04/94
 Temperature (Celcius): 4

BTEX (MOD 8020)

Analyte	Results(mg/kg)	M.D.L.	P.Q.L.
Benzene	<0.396	0.0396	0.396
Toluene	<0.253	0.0253	0.253
Ethyl Benzene	<0.469	0.0469	0.469
Xylenes	<0.421	0.0421	0.421

LEAD/Pb (EPA 6010)

Analyte	Results(mg/kg)	M.D.L.	P.Q.L.
Lead	<21.2	2.12	21.2

TPH DIESEL-RANGE (MODIFIED 8015)

Analyte	Results(mg/kg)	Det.Limit
Diesel-Range Petroleum Hydrocarbons No evidence of oil was found in this sample.	110	5.0

Report To: Remediation Services, Inc.
 Project: Oil Contaminated Stockpile
 Lab Number: 9408000065
 Page 3 of 3

QUALITY CONTROL DATA

DIESEL-RANGE TPH and BTEX results are reported in parts per million (ppm) in solid.

	Value 1	Value 2	% Var.
DIESEL FUEL:	87.1	95.6	8.9
BTEX:	19.7	19.9	1.0
CONCENTRATION UNITS:	BTEX - ppm		TPH - ppm
DETECTION LIMITS:	BTEX - 0.5		D.R.TPH - 5.0

<u>ANALYST</u>	<u>ANALYTE</u>	<u>DATE EXTRACTED</u>	<u>DATE ANALYZED</u>
James Lynch	BTEX	8/05/94	8/05/94
Anthony Taylor	TPH	8/05/94	8/05/94

QUALITY CONTROL DATA

<u>ANALYTE</u>	<u>DATE ANALYZED</u>	<u>SPIKE VOL</u>	<u>STAND. DEV.</u>	<u>COEFF. OF VAR %</u>	<u>REC1/%</u>	<u>REC2/%</u>
Lead	8/5/94	250	7.5	3.2	99	106

Standard Deviation = $(x1-x2)/1.414$
 Coefficient of Variability % = $(S.D./Avg.) \times 100$
 Recovery % = $[(spiked-unsiked)/expected] \times 100$

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*****
*                                                                 P.02 *
*              RECEIVE REPORT                                     *
*                                                                 APR-24-97 THU 08:42 *
*                                                                 *
* #  DATE  START  SENDER              RX TIME  PAGES  TYPE          NOTE          DP *
*-----*-----*-----*-----*-----*-----*-----*-----*-----*
* 01 APR-23 10:50 505 887 0292        3' 16"    6  RECEIVE      OK             *
* 02          13:13 G3                44"      1  RECEIVE      OK             *
* 03          13:17 G3                2' 08"    4  RECEIVE      OK             *
* 04          13:33 505 887 0292        45"      1  RECEIVE      OK             *
* 05          14:03 5058893894        1' 27"    2  RECEIVE      OK             *
* 06          14:16 8272818            1' 07"    2  RECEIVE      OK             *
* 07          16:15 505 8271410        3' 07"    5  RECEIVE      OK             *
* 08          16:22 301 258 8679        2' 08"    4  RECEIVE      OK             *
* 09          16:29 G3                1' 14"    2  RECEIVE      OK             *
* 10          16:40                    46"      0  RECEIVE      CANCEL        *
* 11 APR-24 07:53 15058419490        2' 22"    3  RECEIVE      OK             *
* 12          08:35 5056656052        44"      1  RECEIVE      OK             *
*-----*-----*-----*-----*-----*-----*
*                                TOTAL  19' 48"   31                               *
*                                GRAND TOTAL  TIME: 314H 13M 42S  PAGES: 26703 *
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23 August 1994

MEMORANDUM FOR RECORD

SUBJECT: Contract DACA45-94-C-0100, Oil/Water Separator Removal, Cannon AFB, New Mexico; Contractor Deficient Performance

sampling and testing and receiving the test results. When told this was not possible, he accused the Government of delaying the project. When the contract requirements were read to him, he then acknowledged the contract.

4. The owner, Mr. John Inglehart of RSI, was contacted on 02 August 1994 and informed of the above. He stated that he had no liner as contractually required to use in stockpiling the contaminated material, because he "figured" he "wouldn't need it". Contract requirements for stockpiling, material sampling, and material disposal were then reviewed, until the undersigned felt the Contractor understood his contract.

5. As of 04 August 1994, the site appeared to be in order. Both contaminated and clean materials were stockpiled and stored in accordance with the details shown on the contract drawings and the specifications. The extent of the contaminated soil was not yet identified. The superintendent stated that to excavate further was outside the limits of his contract; however, a review of the drawings showed that he was still working within the contract limits. The contract required excavation up to 5 feet below the tank, or to about 13 feet, and a 1:1 slope outside the limits of the tank. Additionally, the removal of the contaminated soil was a separate unit price bid item, by the ton; 100 tons were identified in the bid schedule. When asked how many tons had been removed, the superintendent stated that he did not know. When asked where he was going to weigh it using certified scales, the superintendent stated that he did not know. Further, none of the required soil samples, neither clean or contaminated soil, had yet been taken for the required testing.

6. During this same site visit, the contractor's superintendent stated he needed a change order to continue, then also stated that he had no authority to negotiate or execute changes. When asked if he could reach all the apparent contaminated soil with a backhoe, he first said that he could not, then stated that he could. He was then directed to clean up the site as much as possible using his equipment on hand, until the excavation limits identified in the contract were reached.

7. RSI's owner John Inglehart was called that same day, 04 August 1994 at 1130 hrs. The above situation was summarized to him. He was informed that if he had to bring in other equipment to continue the excavation, it would necessitate a change order to the contract. He was also informed of his superintendent's lack of initiative to perform the work, comply with the contract, and the difficulty in dealing with him. Mr. Inglehart stated, "Yeah, I wish he'd do more". He then asked if he could take the required composite soil samples for testing; the undersigned replied that he

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could have done so a week ago, that he needed to sample and test both the apparent clean and the contaminated material before either could be removed from the site. The method of sampling, testing, and procedures for removal are detailed in the contract. He also stated that over 500 tons of material had been removed; however, he then admitted that he did not know the amount as none of it had been weighed.

8. On 05 August 1994, the Contractor took the required soil samples and sent them off for testing.

9. On 09 August 1994, as excavation continued, the Government discovered that the Contractor had not taken all required samples. The contract requires that samples are sent both to the Contractor's lab and to the Government's lab in Omaha; the latter had not yet been performed. This was also noted by the Air Force, who understandably became very concerned, as they faced a possible Notice of Violation if we did not meet EPA's closure date for the project. They also noted that the Contractor had removed the testing equipment from the jobsite.

10. On 11 August 1994, results from the soil samples indicated that some material was clean, and the other showed a very low level of contamination. However, work was halted by the Resident Office staff, as it was not being performed in a safe manner, nor in compliance with the contract. Reference Government Serial Letter No. 2 dated 11 August 1994, enclosure 1. The Contractor had overexcavated outside the limits of the contract. The depth of the pit was now about 25 feet in an isolated area; average depth was about 15 feet. The Contractor overexcavated both in depth and to the limits outside the tank, in an attempt to identify all contaminated material. No provisions were taken to protect the side slopes of the excavation from sliding or a cave-in. Material was again improperly stockpiled. No air sampling or exposure monitoring was being performed. No personal protective equipment or testing equipment was on site.

11. The contract completion date was 13 August 1994. Some additional time and money are owed the contractor for the additional excavation and subsequent backfill. However, the Government was concerned with the Contractor's lack of progress and inefficiency of operation. The Contractor was notified of such by the referenced Serial Letter No. 2, and by telephone. Reference CESWA-Memorandum for Record dated 11 August 1994, enclosure 2. After reviewing contract requirements which were not being accomplished, the Government expressed its concern of Mr. Inglehart's foreman to adequately interpret the contract specifications and pursue a timely completion of this project. The Government added that throughout the life of the Contract, the

23 August 1994

MEMORANDUM FOR RECORD

SUBJECT: Contract DACA45-94-C-0100, Oil/Water Separator Removal, Cannon AFB, New Mexico; Contractor Deficient Performance

Government has been required to contact the owner directly to get any results on the jobsite and that communication between the Government and the foreman were not very successful. Mr. Inglehart stated that his foreman's inability to complete this job were becoming more apparent and that he would contact his field crew this evening and direct them to start hauling out the contaminated material. Mr. Inglehart added that the job should have been completed two weeks ago and if the job did not start moving, he would personally come to the jobsite to make it happen. The Government reminded the Contractor that the material had to be weighed in the trucks prior to disposal. Additionally, the Contractor's daily logs are being submitted incomplete and do not contain all the information required by the specifications. Contractor stated he would discuss these issues with his foreman. Conversation was then concluded.

12. On 15 August 1994, the EPA notified that Air Force that the ~~levels of contamination identified were of a low enough level that the material did not have to be hauled away, but could be used for backfill.~~ The undersigned then directed the Contractor's site crew accordingly. The Contractor was also reminded that he had not performed the contract required quantity survey, and that no weigh tickets or manifests had yet been submitted. The site superintendent stated that he would have to talk to the owner. Mr. Inglehart was informed of the above by phone and by Serial Letter No. 3 dated 16 August 1994; refer to Enclosure 3.

13. The quantity survey was performed by a licensed surveyor on 16 August 1994. No backfilling operation took place, as the Contractor had no equipment on site to do, no Proctor density curve, and no apparent work plan.

14. On 17 August 1994, the Contractor attempted to use a jumping jack (a very small, hand-held compactor tamper normally used to compact narrow, shallow, utility trenches) to compact the backfill. If he continued, it would take about six weeks to backfill and compact the excavated area. The Government suggested that he use a remote compactor capable of climbing grades. It was also noted that the Contractor had not established a moisture-density curve for the fill, and so had no procedure in place to obtain the required density. The Contractor then stated he would use a backhoe to compact the fill, a totally improper way to compact, which could not achieve the required 90% Proctor density. The undersigned again called RSI's owner, and informed him that he was not complying with the contract, that a moisture-density curve was required, that a backhoe could not be used as compaction equipment, and that a work plan of backfill and compaction operations was needed before the Contractor could continue work. The Government also stated that a modification would be issued for the additional

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SUBJECT: Contract DACA45-94-C-0100, Oil/Water Separator Removal,
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excavation, backfill, and removal of material.

15. No work was performed 18-19 August 1994. The required moisture-density curve was performed, and the Contractor notified the Government that he was trying to locate a remote compactor. The Contractor also sent another superintendent to the site; the owner had not yet visited since the preconstruction conference.

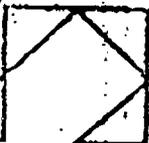
16. No work was performed 20-22 August 1994. The Contractor brought a suitable remote compactor to the jobsite on 20 August, but it was inoperable until 23 August 1994.

17. As of 23 August 1994, backfill operations are ongoing, and the Contractor should be able to complete his contract, although he continues to experience equipment breakdowns. Based on the above discussion of the Contractor's problems with quality, safety, and management of the contract, and the extensive assistance from the Government, strongly recommend a final unsatisfactory performance evaluation is assigned to RSI for subject contract.



KAREN DURHAM-AGUILERA, P.E.
Administrative Contracting Officer
Resident Engineer

CF: CESWA-CO
CESWA-CT (Van Nest)



REMEDIAL SERVICES INCORPORATED

October 5, 1994

Mr. Ronald L. Witcofski
Contracting Officer
Department of the Army
Corps of Engineers
215 North 17th Street
Omaha, Nebraska 68102-4978

Dear Mr. Witcofski,

This is a request for additional monies due on the Cannon Air Force Base project, Clovis, New Mexico, contract DACA45-94-C0100. This amount has been denied by Karen Durham-Aguilera of Cannon Air Force Base.

You will find attachments to this request to substantiate our billing amounts. These were faxed to Donny Bass at Cannon Air Force Base on September 12th.

Ms. Durham-Aguilera's letter of September 28, 1994 makes no references to the "additional work performed" invoice faxed on September 14, 1994.

As you can see from the attached survey taken August 16, 1994 by Lydick Engineering, it shows that a total of 886.79 cubic yards of soil was removed from site excavation. From this you subtract 182 cubic yards of contaminated soil and 81 cubic yards of oil/water separator concrete, tank and related soil, which leaves a sum of 443.79 cubic yards of excess soil removed from site. This was stockpiled and then placed back into hole site and compacted under the direction of the contracting officer.

The amounts submitted for payment are based on time and materials to move the excess soil beyond the contract limits as provided for in Section 0700 paragraph 16, and Contract Clause No. 91 - Modification of Proposals - Price Breakdown, as provided for in Change Case C-02.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,

John Inglehart
President

The Corps of Engineers estimate did not agree with this quantity.

Sanford Huttsel

CESWA-CO-NA-C
MEMORANDUM FOR RECORD

23 August 1994

SUBJECT: Contract DACA45-94-C-0100, Oil/Water Separator Removal, Cannon AFB, New Mexico; Contractor Deficient Performance

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