

DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, ALASKA P.O. BOX 6898 ELMENDORF AFB, ALASKA 99506-6898

September 27, 2004

Programs and Project Management Division Civil Works Management Branch

Mr. John Spielman, Delivery Order Manager Shannon & Wilson, Inc. 5430 Fairbanks Street, Suite 3 Anchorage, Alaska 99518

Dear Mr. Spielman:

We have spoken briefly over the phone about the Northeast Cape field crew's decision to not complete the drilling of the deep well scoped for Site 26. This monitoring well was to assess the existence and water quality of a suspected deeper, confined aquifer in the project area. The Progress Report for the Phase IV Remedial Investigation dated September 3, 2004, states that "The presence of frozen silt precluded the advancement of the deeper well. The degradation of permafrost around the borehole and seal would compromise the seal and separation of the shallow and potential deep aquifer." At this point, the U.S. Army Corps of Engineers (USACE), Alaska District, does not acknowledge that as a legitimate reason for terminating the effort. We hereby invite Shannon & Wilson (S&W) to present a more thorough argument for why the deep well was not accomplished.

On July 13, 2004, we conducted a Review Conference at S&W's office to go over the Work Plan for this summer's project. At that meeting, S&W suggested it would be prudent to install a shallow well at Site 26 before drilling deeper because if the shallow water table was contaminated, there was a distinct possibility of cross-contaminating a deeper aquifer. USACE agreed to this modification, including a 3-day rush turnaround for the analysis of the shallow groundwater. Since the analytical results from the shallow water table indicated no contamination, we do not understand why this important deeper hole was not drilled.

On a separate matter, S&W and USACE agreed, during contract negotiations, that extra money should be awarded to the contract in order to hire a local resident through the Savoonga Native Corporation to provide protection for the crew from the threat of polar bears. During a recent phone conversation, I believe you indicated that S&W had chosen not to hire the bear guard.

We are considering a contract modification that would de-scope these activities from the scope of work and require an equitable adjustment. Does that seem unreasonable to you? Please respond to this inquiry in writing.

Sincerely,

Carey Cossaboom FUDS Project Manager

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