

US EPA ARCHIVE DOCUMENT

REMOVAL WORK TO BE PERFORMED; COMPLETION OF WORK

51. Within fourteen (14) days after retention of the supervising contractor, the Respondents shall commence the work detailed in the Scope of Work (completing the second interim soil cap and implementing flood control measures). All work performed by the Respondents shall be conducted in accordance with CERCLA, the NCP, applicable guidance documents provided by EPA, and the provisions of this Order including any standards, specifications, and time schedules contained in the Scope of Work or specified by the OSC.

52. Within thirty (30) days after completing all work required under this Order, the Respondents shall submit for EPA approval a Completion of Work Report summarizing the activities conducted pursuant to the Scope of Work. The Completion of Work Report shall include the categories of information and conform to the requirements specified in the Scope of Work. The Completion of Work Report shall be certified by the supervising contractor, to the effect that all removal activities have been completed in full satisfaction of the requirements of this Order.

53. When EPA determines that all work has been fully performed in accordance with this Order (with the exception of all continuing obligations required by this Order, including record preservation), and that all goals and objectives of this Order and the Scope of Work have been satisfied, EPA will provide written notice to the Respondents. If EPA determines that all removal activities have not been completed in accordance with the provisions of this Order, it will so notify the Respondents and provide a list of the tasks remaining and a schedule for their completion. The Respondents shall perform all remaining tasks and shall submit an amended Completion of Work Report in accordance with the EPA notice. If EPA determines that the remaining tasks have not been completed in accordance with the provisions of the EPA notice and this Order, the Respondents shall be in violation of this Order.

54. EPA's issuance of the notice referred to in paragraph 53 shall not preclude it from later determining, based upon new information or otherwise, that the Respondents have not completed all removal activities in accordance with the provisions of this Order.

**SUBMISSIONS REQUIRING AGENCY APPROVAL;
RESPONDENTS' OBLIGATION TO PROCEED**

55. After review of any deliverable, plan, report or other item ("submission") which the Respondents are required to submit for review and approval pursuant to this Order and Scope of Work, EPA may: (i) approve the submission; (ii) conditionally approve the submission with required modifications; (iii) disapprove the submission and notify the Respondents of deficiencies; or (iv) disapprove the submission and modify the deliverable, plan, report, or other

item itself to cure any deficiencies. In the event EPA approves or conditionally approves the submission, or disapproves and modifies the submission itself, the Respondents shall perform all actions required by the submission, as approved, conditionally approved, or modified by EPA.

56. Upon receipt of a notice of disapproval with deficiencies ((iii) above), the Respondents shall correct the deficiencies and resubmit the submission within seven (7) days or such other time period specified in the notice of disapproval. Notwithstanding a notice of disapproval, the Respondents shall proceed to take any action required by any non-deficient portion of the submission. If EPA does not approve the submission as resubmitted, Respondents shall be in violation of the Order.

57. For each submission provided to EPA, the Respondents shall submit such copies as specified by the OSC. Any deliverable, plan, or report submitted to EPA pursuant to this Order shall be dated and shall include, in a prominent location in the document, the following disclaimer: "Disclaimer: This document has been prepared pursuant to a government administrative order (U.S. EPA Region I CERCLA Docket No. CERCLA1-2000-0026) and is subject to approval by the U.S. Environmental Protection Agency. The opinions, findings, and conclusions expressed are those of the authors and not those of the U.S. Environmental Protection Agency." In addition, any such deliverable, plan, or report which has not received final approval from EPA shall be marked "Draft" on each page.

INCORPORATION AND ENFORCEABILITY OF DOCUMENTS

58. The Scope of Work and all other appendices or attachments to this Order shall be deemed incorporated into, and made an enforceable part of, this Order. Upon approval by EPA pursuant to the procedures of paragraphs 55-57, all contracts, deliverables, plans, reports, specifications, schedules, or other items required by or developed under this Order shall be deemed incorporated into, and made an enforceable part of, this Order. In the event of conflict between this Order and any document attached to, incorporated into, or enforceable hereunder, the provisions of this Order shall control.

SITE ACCESS

59. All Respondents that own, occupy, or control property at the Site, or property other than the Site to which access is required in order to properly carry out the terms of this Order, shall grant access to the other Respondents, the other Respondents' authorized representatives, the State of Rhode Island, and EPA and its officers, employees, agents, contractors, consultants, and other authorized representatives for purposes of implementing and monitoring work to be performed under this Order.

60. To the extent access to, use or ownership of, or easements over property not owned, occupied, or controlled by the Respondents, or property other than the Site is required for the proper and complete implementation of this Order, the Respondents shall use their best efforts to obtain site access agreements or other interests in the property, in writing, sufficient to allow implementation of this Order within fourteen (14) days after the Order's effective date. For purposes of this paragraph, "best efforts" include but are not limited to the payment of money in consideration of access to property.

61. Such written access agreements or other interests obtained pursuant to the preceding paragraph shall provide the Respondents, the Respondents' authorized representatives, the State of Rhode Island, and EPA and their officers, employees, agents, contractors, consultants, and other authorized representatives access to the Site at all times for purposes of implementing and monitoring work under this Order. Such written access agreements or other interests shall specify that the Respondents are not EPA's representatives or agents with respect to liability associated with the Site.

62. In the event that site access agreements or other interests sufficient for implementation and monitoring of work under this Order are not obtained within the time period specified above, the Respondents shall notify EPA in writing within three (3) days thereafter regarding the lack of such agreements and the efforts made by the Respondents to obtain them. Lack of access shall not excuse or justify failure to perform any activity or to meet any deadline not requiring or directly dependent upon such access.

QUALITY ASSURANCE/SAMPLING

63. The Respondents shall submit to EPA, upon request, the results of all sampling or tests and all other data generated by the Respondents, their contractor(s), or on the Respondents' behalf in the course of implementing this Order. The Respondents shall also provide the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

64. Upon request, the Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by the Respondents while performing work under this Order. The Respondents shall notify EPA not less than fourteen (14) days in advance of any sample collection activity. In addition, EPA shall have the right to take any additional samples that it deems necessary.

65. The Respondents shall assure that EPA and its authorized representatives are allowed access to any laboratory utilized by the Respondents in implementing this Order. Upon request, the Respondents shall have a designated laboratory analyze samples submitted by EPA for quality assurance monitoring.

ACCESS TO INFORMATION; RECORD PRESERVATION;
CONFIDENTIALITY CLAIMS

66. Upon request, the Respondents shall provide EPA with copies of all records, documents, and other information generated by the Respondents and their contractor(s) which relates in any way to the Site or to the implementation of this Order, including but not limited to, sampling and analysis records, field sheets and field notes, engineering logs, chain of custody records, contracts, bills of lading, trucking logs, manifests, receipts, reports, and correspondence. In addition, the Respondents' employees, agents, or representatives with knowledge of facts concerning the conditions at the Site or performance of work under this Order shall be made available to EPA to provide such information.

67. For a period of at least nine (9) years following completion of all work conducted by the Respondents pursuant to this Order, the Respondents shall preserve all documents, records, and information of whatever kind, nature or description in their possession and/or control or that of their officers, employees, agents, accountants, contractors, attorneys, successors and assigns, that relate in any way to the performance of work under this Order, or relate in any way to releases or threatened releases of hazardous substances which are the subject of the removal action addressed by this Order. After this nine (9) year period has expired, the Respondents shall provide EPA with thirty (30) days advance written notice prior to the destruction of any such records, documents, or information. The Respondents shall send such notice, accompanied by a copy of this Order, to:

Office of Environmental Stewardship
U.S. Environmental Protection Agency
1 Congress Street, Suite 1100 (SES)
Boston, MA 02114-2023

Re: Removal Action at Centredale Manor Restoration Project Superfund Site,
CERCLA Docket No. CERCL1-2000-0026

Upon request, the Respondents shall provide to EPA copies of all such records, documents, or information.

68. The Respondents may assert a confidentiality claim, if appropriate, covering part or all of the information required by or requested under this Order, pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b) (1989). The Respondents shall adequately substantiate all such assertions. Analytical and other data specified in Section 104(e)(7)(F) of CERCLA shall not be claimed as confidential by the Respondents. Information determined to be confidential by EPA will be afforded the protection required by Section 104(e)(7) of CERCLA and by 40 C.F.R. Part 2, Subpart B. If no confidentiality claim

accompanies the information when submitted to EPA, EPA may make it available to the public without further notice to the Respondents.

CREATION OF DANGER; EMERGENCY RESPONSE

69. Upon the occurrence of any incident or change of conditions during the activities conducted pursuant to this Order that causes or threatens a release of hazardous substances from the Site or an endangerment to the public health or welfare or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment. The Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, shall notify the Regional Duty Officer of the Emergency Planning and Response Branch, EPA Region I, telephone (617) 223-7265. In taking any actions under this paragraph, the Respondents shall act in accordance with all applicable provisions of the Health and Safety Plan prepared pursuant to the Scope of Work.

70. The Respondents shall submit a written report to EPA within seven (7) days after each incident specified above, setting forth the events that occurred and the measures taken and to be taken to mitigate any release or endangerment caused or threatened by the incident and to prevent the reoccurrence of such an incident.

71. Nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site.

OFF-SITE RULE

72. All hazardous substances, pollutants, or contaminants removed off-site for treatment, storage, or disposal pursuant to this Order shall be treated, stored, or disposed of at a facility in compliance with the EPA Off-Site Rule pursuant to the National Contingency Plan, 40 C.F.R. § 300.440 (Procedures for Planning and Implementing Off-Site Response Actions). This Rule was published in the Federal Register, Volume 58, Number 182, Page 49200, on Wednesday, September 22, 1993.

AMENDMENTS

73. This Order, other than the Scope of Work, may only be amended in writing by signature of the EPA New England Director of the Office of Site Remediation and Restoration. Amendments to the Scope of Work may be made in writing by the OSC or at the OSC's oral direction. Where the OSC makes an oral modification, he will memorialize the modification in

writing to the Respondents within three (3) days; provided, however, that the effective date of the modification shall be the date of the OSC's oral direction.

74. No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondents shall be construed as relieving the Respondents of their obligation to obtain such formal approval as may be required by this Order.

OTHER APPLICABLE LAWS

75. Except as otherwise provided pursuant to paragraph 76 herein and Section 121(e) of CERCLA, all on-site and off-site actions required pursuant to this Order shall be performed in accordance with all applicable local, state, and federal laws and regulations. Such laws shall include, but not be limited to, the laws relating to occupational health and safety and worker's compensation.

76. In accordance with 40 C.F.R. § 300.415(i), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental, state environmental, or facility siting laws.

INSURANCE

77. At least seven (7) days prior to commencing any on-site work under this Order, the Respondents shall secure, and shall maintain for the duration of this Order, comprehensive general liability and automobile insurance with limits of three hundred thousand dollars (\$200,000), combined single limit. The United States shall be named as an additional insured for all such insurance policies. Within the same time period, the Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. If the Respondents demonstrate to EPA that any contractor or subcontractor maintains insurance equivalent to that described above or insurance covering the same risks but in a lesser amount, then the Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

ENFORCEMENT; PENALTIES FOR NONCOMPLIANCE

78. Violation of this Order may subject the Respondents to civil penalties of up to twenty-seven thousand five hundred dollars (\$27,500) for each day the violation occurs, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). The Respondents may also be subject to punitive damages in an amount up to three (3) times the amount of any costs

incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3).

DISCLAIMER OF LIABILITY BY EPA

79. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from acts or omissions by the Respondents, their officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out activities pursuant to this Order. Neither the United States nor EPA shall be held as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

NO RELEASE FROM LIABILITY

80. Nothing in this Order shall constitute or be construed as a satisfaction or release from any claim, cause of action, or demand in law or equity against the Respondents or any other person, whether or not a party to this Order, for any liability such person may have for any conditions or claims arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site, including but not limited to any and all claims of the United States for money damages and interest under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), or under any other applicable statute or the common law.

81. Nothing in this Order shall be deemed to constitute any decision on preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611.

RESERVATION OF RIGHTS BY THE UNITED STATES GOVERNMENT

82. The United States reserves all rights against the Respondents and all other persons to take any further civil, criminal, or administrative enforcement action pursuant to CERCLA and/or any other available legal authority, including natural resource damages, the right to seek injunctive relief, the recovery of money expended or to be expended (plus interest); monetary penalties; criminal sanctions; and/or punitive damages regarding: (i) any violation of this Order; or (ii) any actual or potential threat to human health or welfare or the environment, or any release or threat of release of hazardous substances on, at, in, or near the Site.

83. EPA further expressly reserves the right both to disapprove work performed by the Respondents and to request or order the Respondents to perform tasks in addition to those detailed in the Order. In addition, EPA reserves the right to undertake response actions at any

time and to perform any and all portions of the work activities which the Respondents have failed or refused to perform properly or promptly.

84. Notwithstanding any other provision of this Order, EPA shall retain all of its information gathering, entry, inspection, and enforcement authorities and rights under CERCLA and under any other applicable law, regulation, or permit.

OPPORTUNITY TO CONFER

85. Within two (2) days after receipt of this Order, the Respondents may request a conference with EPA to be held no later than two (2) days before the effective date. Requests for a conference should be submitted to:

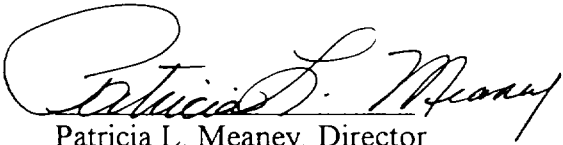
Catherine Garypie, Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency - New England
1 Congress Street, Suite 1100 (SES)
Boston, Massachusetts 02214-2023
(617) 918-1540
FAX (617) 918-1809

86. The purpose and scope of the conference shall be limited to issues involving the implementation of the response actions required by this Order and the extent to which the Respondents intend to comply with this Order. The conference is not an evidentiary or adversarial hearing and is not part of any proceeding to enforce or challenge the Order. The conference does not give the Respondents a right to seek review of this Order, or to seek resolution of potential liability, and no official stenographic record of the conference will be made. At any conference held pursuant to this section, the Respondents may appear in person or by attorney or other representative.

EFFECTIVE DATE; COMPUTATION OF TIME

87. This Order shall be effective ten (10) days after the Order is signed by the EPA New England Director of the Office of Site Remediation and Restoration. All times for performance of obligations under this Order shall be calculated from the effective date. For purposes of this Order, the term "day" shall mean a calendar day unless otherwise noted herein. When computing any period of time under this Order, if the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the next working day.

IT IS SO ORDERED. Issued at Boston, Massachusetts this 12th day of April,
2000.

A handwritten signature in cursive script, reading "Patricia L. Meaney". The signature is written in dark ink and is positioned above the printed name and title.

Patricia L. Meaney, Director
Office of Site Remediation and Restoration

SCOPE OF WORK

This Scope of Work is provided for the Centredale Manor Restoration Project in North Providence, Rhode Island as an attachment to the Unilateral Administrative Order.

Preface

EPA has determined that Potentially Responsible Parties (PRPs) have the ability to promptly and properly prevent, mitigate, or eliminate the threats posed by hazardous substances at the Site. Therefore, EPA has issued a Unilateral Administrative Order (Order) to such parties (the Respondents) with this attached Scope of Work (SOW).

As described previously in the Order, EPA has undertaken Removal Action at the Site to prevent exposure and control migration of contaminants at the Site including, but not limited to, dioxins, PCBs and others. This scope of work addresses the completion of Removal Activities which were proposed in the Action Memorandum (May, 1999) and the Action Memorandum Addendum (September, 1999). It should be noted that several actions proposed in these Action Memoranda were subsequently determined to be beyond the scope of Removal Action and have been incorporated into the Engineering Evaluation/Cost Analysis (EE/CA) process that EPA has undertaken to address the larger scale threats at the Site.

All actions taken by the Respondents shall be consistent with the National Contingency Plan (NCP), found in Title 40, Part 300 of the Code of Federal Regulations (40 CFR 300).

The Respondents shall communicate freely with the On-Scene Coordinator (OSC) prior to and during development of plans and deliverables, and throughout the implementation of approved plans.

The Order and SOW compel the Respondent to commence the work detailed in the Scope of Work. Therefore, within seven (7) days of retaining the services of a qualified and experienced Supervising Contractor for the purpose of performing the work required by this Order, the respondent shall submit a general plan (the Plan) to EPA for approval. The Plan shall address the components listed below:

GENERAL COMPONENTS

1. **Site Security** - The plan shall provide for on-site security during construction and thereafter by, at a minimum, maintaining the current fences and signs which are in place

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to limit access to contaminated areas of the site. The effectiveness of signs, fences, and barriers will be evaluated during the construction phase to determine if they adequately restrict access. If not deemed to be sufficient by the OSC, additional fencing, the placement of security guards or other measures may be warranted. Site security shall be maintained until EPA determines that the threats posed by conditions at the Site are eliminated or substantially mitigated.

2. **Work Plan** - The Work Plan will provide a detailed description of expected activities and the **project schedule**, including completion dates for interim activities. Out of respect for the nearest residents, noisy equipment (such as dumptrucks or bulldozers) will not be operated before 0800AM. A **daily work schedule** will also be provided to the OSC. At a minimum, **weekly progress meetings** will be scheduled with the OSC throughout the implementation of the Order.
3. **Site-Specific Health and Safety Plan (HASP)** - The Respondents shall develop and implement a HASP for all activities to be conducted at the Site in accordance with the NCP §300.150, and OSHA. The HASP shall be developed to protect all on-site personnel and the general public. Private employers are responsible for the health and safety of their own employees. Nothing contained in this SOW or the Order shall relieve the Respondents of their liability in this regard.
4. **Quality Assurance Plan (QAP)** - If sample collection and analysis is necessary, the Respondents shall develop a QAP to be used in conducting all field and laboratory analysis. The QAP shall ensure that analytical results generated are of known quality. The QAP will be consistent with the Region 1, EPA- New England *Compendium of Quality Assurance Project Plan Guidance*.
5. **Completion of Work Report (CWR)** - Upon completion of the tasks in this Order and SOW, the Respondent shall submit a CWR summarizing the work performed. At a minimum, the CWR will provide an estimate of the Respondents' costs incurred; identify all required activities and certify that each has been completed in accordance with the approved plans; include original photographs with written descriptions; include analytical results of any environmental samples collected during the period of performance, in both tables and on site maps; include 'as-built' drawings of any structures or features constructed ; contain a chronology of onsite activities; identify subcontractors and their roles.

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SPECIFIC ACTIONS

6. **Complete construction of Interim Cap #2** - The Army Corps of Engineers (ACOE) has provided a Preliminary Plan for completion of an interim protective cap with flood management berms over the area of contaminated soil adjacent to the Woonasquatucket River and between the Centredale Manor and Brook Village parking lots. (Refer to the attached plans.) The Respondents will complete construction of the interim cap with berms to the specifications provided by the ACOE through the OSC.
7. **Other specific actions requested by EPA** - At any time prior to or after the completion of the work specified in this SOW, EPA may determine that additional tasks are necessary in order to achieve the objectives of the Order, the SOW and CERCLA. Therefore, this SOW may be modified by the OSC at anytime.