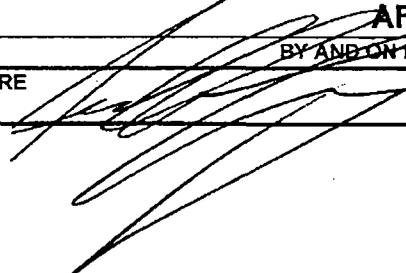




SDMS DocID 460584

Superfund Records Center  
 SITE: Aerovox  
 BREAK: 9.2  
 OTHER: 460584

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>ASSISTANCE ID NO.</b>			<b>DATE OF AWARD</b>	
		PRG	DOC ID	AMEND#		9/17/06
		V -	97158401	-	0	MAILING DATE
		<b>TYPE OF ACTION</b>				9/14/06
New				ACH#		
<b>PAYMENT METHOD:</b>						
Reimbursement						
<b>RECIPIENT TYPE:</b>		<b>Send Payment Request to:</b>				
Municipal		Grants Management Office				
<b>RECIPIENT:</b>		<b>PAYEE:</b>				
City of New Bedford 133 William Street New Bedford, MA 02740 EIN: 04-6001402		City of New Bedford 133 William Street New Bedford, MA 02740				
<b>PROJECT MANAGER</b>		<b>EPA PROJECT OFFICER</b>		<b>EPA GRANT SPECIALIST</b>		
Scott Alfonse 133 William Street New Bedford, MA 02740 E-Mail: scotta@ci.new-bedford.ma.us Phone: 508-979-1487		Dave Dickerson 1 Congress Street, Suite 1100, HBO Boston, MA 02114-2023 E-Mail: Dickerson.Dave@epa.gov Phone: 617-918-1329		Cheryll Scott Grants Management Office, 1 Congress Street, Suite 1100, MGM E-Mail: Scott.Cheryll@epa.gov Phone: 617-918-1174		
<b>PROJECT TITLE AND DESCRIPTION</b>						
Demolition of Former Aerovox Facility Demolition and capping of the Polychlorinated-biphenyl (PCB) contaminated vacant Aerovox plant, 740 Bellevill Avenue, New Bedford, Massachusetts including preparation of a Request for Proposal, selection of a remediation contractor and coordination with redevelopment.						
<b>BUDGET PERIOD</b>		<b>PROJECT PERIOD</b>		<b>TOTAL BUDGET PERIOD COST</b>		
07/01/2006 - 12/31/2007		07/01/2006 - 12/31/2007		\$8,043,902.00		
				<b>TOTAL PROJECT PERIOD COST</b>		
				\$8,043,902.00		
<b>NOTICE OF AWARD</b>						
Based on your application dated 07/05/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$8,043,902. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$8,043,902. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b>			<b>ORGANIZATION / ADDRESS</b>			
EPA New England 1 Congress Street, Suite 1100 Boston, MA 02114-2023			U.S. EPA, EPA New England  1 Congress Street, Suite 1100 Boston, MA 02114-2023			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>						
<b>SIGNATURE OF AWARD OFFICIAL</b>		<b>TYPED NAME AND TITLE</b>		<b>DATE</b>		
		James T. Owens, III, Dir. Office of Administration and Resource Mgmt.		9/17/06		
<b>AFFIRMATION OF AWARD</b>						
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>						
<b>SIGNATURE</b>		<b>TYPED NAME AND TITLE</b>		<b>DATE</b>		
		Scott Lang, Mayor		9/29/06		

## EPA Funding Information

V - 97158401 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 8,043,902	\$ 8,043,902
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 8,043,902	\$ 8,043,902

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
AERO-NTCRA	RAP015	2006	T	1A00R	302DD2E	4185	0120RV00	C002	6,499,992
	RUP008	2006	TR2	1A00R	302DD2E	4185	0120RV00	C002	1,543,910
									8,043,902

## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$8,043,902
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$8,043,902
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$8,043,902
12. Total Approved Assistance Amount	\$8,043,902
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$8,043,902
15. Total EPA Amount Awarded To Date	\$8,043,902

## Administrative Conditions

### 1. OPEN COMPETITION

The assistance recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225 ) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

### 2. LOBBYING AND LITIGATION - ALL RECIPIENTS

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate* , within 90 days after the end of project period. The form can be accessed at <http://www.epa.gov/ogd/forms/adobe/5700-53.pdf>.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

### 3. LOBBYING - ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* . The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

### 4. RECYCLING TERM AND CONDITION

#### **ALL RECIPIENTS:**

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition* , the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

#### **STATE AGENCIES AND POLITICAL SUBDIVISIONS:**

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall

comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

## **5. DEBARMENT AND SUSPENSION**

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## **6. REIMBURSEMENT METHOD OF PAYMENT**

- a. The recipient agrees to submit a Request for Advance or Reimbursement (SF270) to the Grants Management Office as costs are incurred on the assistance agreement. The SF270 should be submitted quarterly but no more frequently than monthly.
- b. No payment will be made to the recipient until the executed assistance agreement is returned to the Grants Management Office.
- c. The recipient agrees to sign and return the Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, to the Finance Office indicated on the memorandum dated June 30, 1998. As required by Public Law 104-134; Debt Collection Improvement Act of 1996, Electronic Fund Transfer payments will not be processed until this form has been received by the Finance Office.

## **7. SMALL BUSINESS IN RURAL AREAS**

If a recipient awards a contract under an assistance agreement, the recipient agrees and is required to utilize the following affirmative steps:

- a. Placing Small Business in Rural Area (SBRAs) on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to

permit maximum participation by SBRAs;

- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Requiring the contractor, if it awards subcontracts to take the affirmative steps in subparagraphs a. through e. of this condition.

#### 8. PREAWARD COSTS

This award includes the approval of preaward costs which were incurred up to 90 days prior to the award date.

#### 9. MBE/WBE FAIR SHARE

A. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

- 1. The recipient accepts the applicable FY 1998 Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the Massachusetts E.O.E.A. as the current MBE/WBE "fair share" goals/objectives as follows:

	MBE	WBE
Construction	5.30	4.40
Supplies	7.89	14.82
Services	4.65	16.03
Equipment	2.48	7.51

- 2. (a) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
- (b) For assistance agreements related to research under the Clean Air Act Amendments of 1990, the recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal

funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, disabled Americans, Historically Black Colleges and Universities, Colleges and Universities having a student body in which 40% or more of the students are Hispanic, minority institutions having a minority student body of 50% or more, and private and voluntary organizations controlled by individuals who are socially and economically disadvantaged.

3. The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
4. The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR §30.44(b), 40 CFR §31.36(e), or 40 CFR §35.6580, as appropriate, and retain records documenting compliance.
5. The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to:

U.S. Environmental Protection Agency  
Office of Administration and Resource Management  
Grants Management Office (MGM)  
1 Congress Street, Suite 1100  
Boston, MA 02114-2023

within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit an EPA form 5700-52A to:

U.S. Environmental Protection Agency  
Office of Administration and Resource Management  
Grants Management Office (MGM)  
1 Congress Street, Suite 1100  
Boston, MA 02114-2023

by October 30 of each year.

6. If race and /or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

- B. EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these terms and conditions.

#### 10. CONTRACTS OVER \$100,000

The recipient must, on request, make available for EPA pre-award review all contracts and subagreements exceeding \$100,000.

#### 11. PAYMENT TO CONSULTANTS

EPA participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2006, the limit is \$548.16 per day and \$68.52 per hour. The rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j)(2) or 30.27(b), as applicable.

### **Programmatic Conditions**

1. The City shall utilize the USACE (the Corps) as the project manager for this project, and respond appropriately to recommendations and advice provided by it. EPA is contracting with the Corps through an inter-agency agreement (IAG) to perform the project management responsibilities. Although the contractual chain-of-command will be EPA-City (via the cooperative agreement) and EPA-Corps (through the IAG), the City shall work with the Corps on a day to day basis as needed to effectively and successfully implement the Aerovox cleanup. All contractor submittals and correspondence relating to the project shall be submitted to EPA and the Corps for review and appropriate follow-up.
2. The City shall hold weekly construction progress meetings in which EPA and the USACE will attend. Similarly, EPA and USACE will have access to any other project meetings that may arise during project implementation.
3. The City shall allow EPA and the USACE to access the site as needed in order to perform technical oversight of the project (including environmental monitoring), as well as to implement various aspects of the abutting New Bedford Harbor Superfund

cleanup.

4. The City shall provide EPA and the USACE copies of the contractor's draft monthly invoices for review and approval prior to invoice finalization .

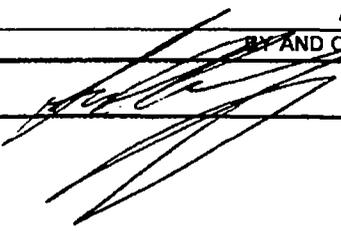
5. The City shall abide by and implement the revised Work Plan for the Aerovox project as submitted via email to EPA on 7/12/06. The City shall ensure full compliance with the project's final Technical Specifications and Performance Standards (currently attached to the Work Plan in draft form).

6. This cooperative agreement is subject to the procurement standards of 40 CFR Part 35 Subpart O.

7. In accordance with 40 CFR Part 35 Subpart O Section 35.6650, the City shall submit quarterly progress reports to the EPA Project Officer within thirty days of the end of each Federal fiscal quarter.

8. The City shall submit a final report within 90 days of completion of the Aerovox remediation.

9. The City's obligations are contingent on the issuance by EPA of an Action Memorandum for a non-time-critical removal action, consistent with the NCP, at the Site. In addition, if the selected non-time-critical removal action requires work materially different from that set forth in the City's revised Workplan (sent to EPA via email on 7/12/06) for this cooperative agreement, the City will submit an amended Workplan and budget consistent with the selected remedy, which will be subject to EPA's approval. In the event that EPA chooses not to select a non-time-critical removal action for this Site, this cooperative agreement will be void. In no event will monies be disbursed for work under this cooperative agreement until EPA has issued a decision document authorizing the performance of that work.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>ASSISTANCE ID NO.</b>			<b>DATE OF AWARD</b> 09/09/2009	
		<b>PRG</b>	<b>DOC ID</b>	<b>AMEND#</b>		
		V - 97158401 - 2				
		<b>TYPE OF ACTION</b> Augmentation: Increase			<b>MAILING DATE</b> 09/16/2009	
<b>PAYMENT METHOD:</b> Reimbursement			<b>ACH#</b> 10056			
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> U.S. EPA Las Vegas Finance Center P.O. Box 98515 Las Vegas, NV 89193-8515 Tel: (702) 798-2406 Fax: (702) 798-2423				
<b>RECIPIENT:</b> City of New Bedford 133 William Street New Bedford, MA 02740 EIN: 04-6001402		<b>PAYEE:</b> City of New Bedford 133 William Street New Bedford, MA 02740				
<b>PROJECT MANAGER</b> Scott Alfonse 133 William Street New Bedford, MA 02740 E-Mail: scott.alfonse@newbedford-ma.gov Phone: 508-991-6188		<b>EPA PROJECT OFFICER</b> Dave Dickerson 1 Congress Street, Suite 1100, HBO Boston, MA 02114-2023 E-Mail: Dickerson.Dave@epamail.epa.gov Phone: 617-918-1329		<b>EPA GRANT SPECIALIST</b> Brian Tocci Grants Management Office, MGM E-Mail: Tocci.Brian@epamail.epa.gov Phone: 617-918-1979		
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> Demolition of Former Aerovox Facility Amendment #2 approves a Supplemental Increase in Federal Funds in the amount of \$1,800,000. A Change in the Scope of Work for use of an offsite disposal for mill demolition debris is also approved. A Time Extension until 12/31/2013 is also approved. EPA Grants Specialist has been updated. Administrative Terms and Conditions #12 (Management Fees), #13 (A-133 Audit), #14 (Reimbursement Limitation), #15 (Trafficking Victims Protection Act), and #16 (Unliquidated Obligations) are added. All other Terms and Conditions remain unchanged, and in full force and effect.						
<b>BUDGET PERIOD</b> 07/01/2006 - 12/31/2013		<b>PROJECT PERIOD</b> 07/01/2006 - 12/31/2013		<b>TOTAL BUDGET PERIOD COST</b> \$9,843,902.00	<b>TOTAL PROJECT PERIOD COST</b> \$9,843,902.00	
<b>NOTICE OF AWARD</b>						
Based on your application dated 07/09/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$1,800,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$9,843,902. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b> EPA New England 1 Congress Street, Suite 1100  Boston, MA 02114-2023			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, EPA New England  1 Congress Street, Suite 1100 Boston, MA 02114-2023			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>						
<b>SIGNATURE OF AWARD OFFICIAL</b> Digital signature applied by EPA Award Official		<b>TYPED NAME AND TITLE</b> Linda Murphy, Director, Office of Administration & Resource Management		<b>DATE</b> 09/09/2009		
<b>AFFIRMATION OF AWARD</b>						
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>						
<b>SIGNATURE</b> 		<b>TYPED NAME AND TITLE</b> Scott Lang, Mayor		<b>DATE</b> 9/29/2009		

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 8,043,902	\$ 1,800,000	\$ 9,843,902
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 8,043,902	\$ 1,800,000	\$ 9,843,902

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
AEROVOX	091ARAP038	09		1A00R	302DD2E	4185	0120RV00	C002	1,800,000
									1,800,000

Budget Summary Page: Demolition of Former Aerovox Facility.

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$9,843,902
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$9,843,902
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$9,843,902
12. Total Approved Assistance Amount	\$9,843,902
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,800,000
15. Total EPA Amount Awarded To Date	\$9,843,902

## **Administrative Conditions**

All Administrative Terms and Conditions remain the same except for the following: Term and Condition #12 is added. Term and Condition #13 is added. Term and Condition #14 is added. Term and Condition #15 is added. Term and Condition #16 is added.

### **12. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

### **13. A-133 AUDIT**

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. **For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:**

Federal Audit Clearinghouse  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

**For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site:**  
<http://harvester.census.gov/fac/>

### **14. REIMBURSEMENT LIMITATION**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

**15. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000**, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if

a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

#### **16. Unliquidated Obligations Term and Condition: Part 31**

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Completed SF269s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

#### **Programmatic Conditions**

All Programmatic Terms and Conditions remain the same except for the following:

1.) The City shall abide by and implement the revised Work Plan for the Aerovox project as submitted by email to EPA on 7/30/09. The City shall ensure full compliance with the Final

Request for Proposal for transportation and disposal of Aerovox demolition waste (currently attached to the Work Plan in draft form). This term and condition rescinds the programmatic term and condition #5 from the original award dated 9/7/06.

**Application for Federal Assistance SF-424**

Version 02

<b>*1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>*2. Type of Application</b> <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s)</b> A. Increase Award      C. Increase Duration  *Other (Specify) _____
--	---	--

<b>3. Date Received:</b>	<b>4. Applicant Identifier:</b>
--------------------------	---------------------------------

<b>5a. Federal Entity Identifier:</b>	<b>*5b. Federal Award Identifier:</b> V-97158401
---------------------------------------	---

**State Use Only:**

<b>6. Date Received by State:</b>	<b>7. State Application Identifier:</b>
-----------------------------------	---

**8. APPLICANT INFORMATION:**

**\*a. Legal Name:** City of New Bedford

<b>*b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 04 6001402	<b>*c. Organizational DUNS:</b> 075719187
---	--

**d. Address:**

\*Street 1: 133 William Street  
Street 2: \_\_\_\_\_  
\*City: New Bedford  
County: Bristol  
\*State: MA  
Province: \_\_\_\_\_  
\*Country: US  
\*Zip / Postal Code 02740

**e. Organizational Unit:**

<b>Department Name:</b> Environmental Stewardship Dept	<b>Division Name:</b>
---	-----------------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_ \*First Name: Scott  
Middle Name: \_\_\_\_\_  
\*Last Name: Alfonse  
Suffix: \_\_\_\_\_

**Title:** Director, Environmental Stewardship Dept.

**Organizational Affiliation:**

\*Telephone Number: 508 991-6188      Fax Number: 508 961 3045

\*Email: [scott.alfonse@newbedford-ma.gov](mailto:scott.alfonse@newbedford-ma.gov)

**Application for Federal Assistance SF-424**

Version 02

**\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10 Name of Federal Agency:**

US Environmental Protection Agency

**11. Catalog of Federal Domestic Assistance Number:**

\_\_\_\_\_

CFDA Title:

\_\_\_\_\_

**\*12 Funding Opportunity Number:**

\_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

New Bedford (Bristol County), Massachusetts

**\*15. Descriptive Title of Applicant's Project:**

Demolition of Former Aerovox Facility, New Bedford, MA

**Application for Federal Assistance SF-424**

Version 02

**16. Congressional Districts Of:**

\*a. Applicant: Fourth

\*b. Program/Project: Fourth

**17. Proposed Project:**

\*a. Start Date: 7/1/2006

\*b. End Date: 12/31/2013

**18. Estimated Funding (\$):**

*a. Federal	_____	9,843,902
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	9,843,902

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

**Authorized Representative:**

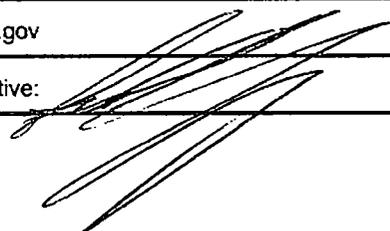
Prefix: \_\_\_\_\_ \*First Name: Scott  
Middle Name: \_\_\_\_\_  
\*Last Name: Lang  
Suffix: \_\_\_\_\_

\*Title: Mayor

\*Telephone Number: 508 979 1410

Fax Number: 508 991 6189

\* Email: scott.lang@newbedford-ma.gov

\*Signature of Authorized Representative: 

\*Date Signed: JULY 9, 2009

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

## BUDGET INFORMATION - Non- Construction Programs

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$ 0.00
2.		\$	\$	\$	\$	\$ 0.00
3.		\$	\$	\$	\$	\$ 0.00
4.		\$	\$	\$	\$	\$ 0.00
5. TOTALS		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

## SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$ 0.00
b. Fringe Benefits	\$	\$	\$	\$	\$ 0.00
c. Travel	\$	\$	\$	\$	\$ 0.00
d. Equipment	\$	\$	\$	\$	\$ 0.00
e. Supplies	\$	\$	\$	\$	\$ 0.00
f. Contractual	\$ 9,843,902.00	\$	\$	\$	\$ 9,843,902.00
g. Construction	\$	\$	\$	\$	\$ 0.00
h. Other	\$	\$	\$	\$	\$ 0.00
i. Total Direct Charges (sum of 6a -6h)	\$ 9,843,902.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,843,902.00
j. Indirect Charges	\$	\$	\$	\$	\$ 0.00
k. TOTALS (sum of 6i and 6j)	\$ 9,843,902.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,843,902.00
7. Program Income	\$	\$	\$	\$	\$ 0.00

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$ 0.00
9.	\$	\$	\$	\$ 0.00
10.	\$	\$	\$	\$ 0.00
11.	\$	\$	\$	\$ 0.00
12. TOTALS (sum of lines 8 and 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$ 00
14. Non- Federal	\$ 0.00	\$	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$ 5,000,000.00	\$ 4,843,902.00
17.	\$	\$	\$	\$
18.	\$	\$	\$	\$
19.	\$	\$	\$	\$
20. TOTALS (sum of lines 16 -19)	\$ 0.00	\$ 0.00	\$ 5,000,000.00	\$ 4,843,902.00

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges:	22. Indirect Charges:
23. Remarks	

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

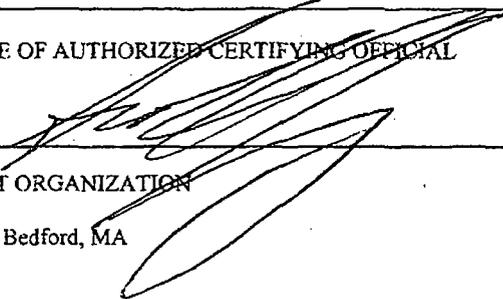
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real-Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, AAudits of States, Local Governments, and Non-Profit Organizations.≡
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of New Bedford, MA	DATE SUBMITTED JULY 9, 2009

V-97158401  
EPA Project Control Number

## CERTIFICATION REGARDING LOBBYING

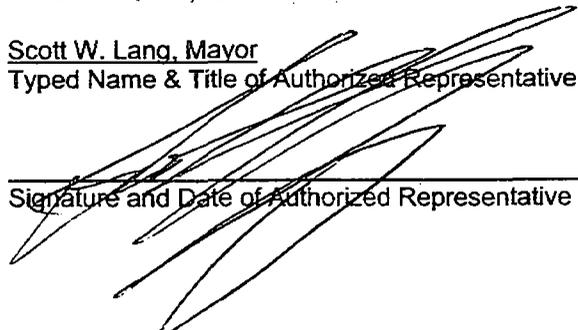
### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Scott W. Lang, Mayor  
Typed Name & Title of Authorized Representative

  
Signature and Date of Authorized Representative

JULY 9, 2009



**United States Environmental Protection Agency  
Washington, DC 20460**

**Preward Compliance Review Report for  
All Applicants and Recipients Requesting EPA Financial Assistance**

Note: Read instructions on other side before completing form.

<p>I. Applicant/Recipient (Name, Address, State, Zip Code). City of New Bedford, 133 William Street</p>	<p>DUNS No. 075719187</p>
<p>II. Is the applicant currently receiving EPA assistance? yes</p>	
<p>III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) See Attachment</p>	
<p>IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) See Attachment</p>	
<p>V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)) Not Applicable</p>	
<p>VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. no a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies.</p>	
<p>VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) yes  a. Do the methods of notice accommodate those with impaired vision or hearing? no b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? yes c. Does the notice identify a designated civil rights coordinator? yes</p>	
<p>VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a)) yes</p>	
<p>IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) yes</p>	
<p>X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator. Angela Natho, Director of Personnel, 133 William St., New Bedford, MA 02740, <a href="mailto:angela.natho@newbedford-ma.gov">angela.natho@newbedford-ma.gov</a>, fax (508)979-1619, tel. (508) 979-1444</p>	
<p>XI.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. yes</p>	

**For the Applicant/Recipient**

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official  
Mayor

C. Date

JULY 9, 2009

**For the U.S. Environmental Protection Agency**

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized EPA Official

C. Date

See \*\* note on reverse side.



# City of New Bedford

## Case Report

MCAD

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Category: Litigation      Type: MCAD      Status: OPEN      Docket No.: 03BEM02597      Date of Loss: 8/18/2003      Claim Amount: \$0.00

Plaintiff: Sheila Adesso      Defendant: City of New Bedford, New Bedford Police Dept.

Summary: Complainants allege that they have been discriminated against in the terms, conditions and privileges of their employment.

Disposition: Pending

CSNo: 151-2005-40-13      Department: Police

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Category: Litigation      Type: MCAD      Status: OPEN      Docket No.: 08BEM00100      Date of Loss: 12/10/2007      Claim Amount: \$0.00

Plaintiff: Ariel C. Alejandro      Defendant: New Bedford Police Dept.

Summary: Complainant alleges that he was discriminated against by the New Bedford Police Department, on the basis of sex, arrest record, race, color.

Disposition: Pending

CSNo: 210-2008-40-4      Department: Police

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Category: Litigation      Type: MCAD      Status: OPEN      Docket No.: 08BEM00668      Date of Loss: 4/9/2008      Claim Amount: \$0.00

Plaintiff: Larkin, Heather      Defendant: New Bedford School Department et al

Summary: Complainant believes that she was discriminated against on the basis of sex and sexual harassment.

Disposition:

CSNo: 300-2008-40-4      Department: School

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Category: Litigation      Type: MCAD      Status: OPEN      Docket No.: 08BPA01139      Date of Loss: 6/6/2007      Claim Amount: \$0.00

Plaintiff: Colon, Iris      Defendant: City of New Bedford Police Dept.

Summary: Complainant believes she was discriminated against by C-New Bedford Police Department, on the basis of Sex, Race, Color.

Disposition: Pending

CSNo: 210-2008-40-11      Department: Police

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Thursday, July 30, 2009

Page 1 of 2

Category: Litigation      Type: MCAD      Status: OPEN      Docket No.: MCAD07BPA      Date of Loss: 8/27/2008      Claim Amount:      \$0.00

Plaintiff:      Joanne Johnson      Defendent      City of New Bedford/DPI

Summary:      Dept: DPI      (Discrimination) Sent to Knapp Schenck to be assigned by Kopelman and Paige for handling.      The Complainant believe that she was discriminated against by City of New Bedford, Department of Public Works, on the baseis of Sex(Female) and Disability.

Disposition:

CSNo:      434-2008-40-5      Department:      DPI

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Category: Litigation      Type: MCAD      Status: OPEN      Docket No.: 08BEM02992      Date of Loss: 8/17/2008      Claim Amount:      \$0.00

Plaintiff:      Doyon, Macaila      Defendent      New Bedford Police Department, Scott Lang, Mayor, Ronald Teachman, Chief of Police

Summary:      The complainant, believe that she was discriminated against by New Bedford Police Department, and Scott Lang, Mayor, and Ronald Teachman, Chief of Police, individually on the basis of Sex discrimination.      Case has been referred to Kopelman and Paige.      Faxed request to Knapp, Schenck

Disposition:      Pending

CSNo:      210-2008-40-20      Department:      Police

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Category: Litigation      Type: MCAD      Status: OPEN      Docket No.:      Date of Loss: 12/31/2007      Claim Amount:      \$0.00

Plaintiff:      Campbell, Aletha      Defendent      City of New Bedford, Robert McPherson, Individually

Summary:      I, Aletha Campbell, the Complainant believe that I was discriminated against by City of New Bedford, Robert McPherson, Individually, on the basis of Sex and Retaliation.

Disposition:

CSNo:      500-2008-51-1      Department:      Human Resour

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# City of New Bedford

## Case Report

MCAD

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Category: Litigation      Type: MCAD      Status: CLOSED      Docket No.: 07-11947-N      Date of Loss: 12/17/2007      Claim Amount: \$0.00  
Plaintiff:      Maureen Curran      Defendent      New Bedford Public Schools and Michael Longo  
Summary:      Complainant alleges that she had been discriminated against because of her sex, female, in that she was bypassed for a teaching position.  
Disposition:      She is requesting to be paid market rate of what other teachers made which would be approximately \$400,000.00      Closed file #2008-40-  
CSNo:      300-2008-40-1      Department:      School

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Category: Litigation      Type: MCAD      Status: CLOSED      Docket No.: 08BEM01376      Date of Loss: 2/18/2008      Claim Amount: \$0.00  
Plaintiff:      COLON, Melissa      Defendent      City of New Bedford, Lt. Michael Jesus, Lt Jeffrey Silva  
Summary:      Complainant, believe that she was discriminated against by City of New Bedford, and Lt. Michael Jesus, and Lt. Jeffrey Silva, individually  
on the basis of, sex discrimination/sexual harassment.  
Disposition:      Complaint is being handled by Jay Tehan, Esq.-Kopelman & Paige      Settlement agreement reached.  
CSNo:      210-2008-40-13      Department:      Police

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## Introduction

Consistent with EPA's current strategy for the Aerovox site, the City of New Bedford (the City) requests that the Cooperative Agreement (CA) between the City and EPA for the Aerovox site be amended to revise the scope of work to a) focus on offsite disposal, b) increase the amount of funding by an additional \$1.8 million, and c) extend the timeframe to 2013. With this additional funding the CA will total approximately \$9.8 million.

Several events since the 2006 CA was originally signed justify these changes: (1) EPA plans to revise the removal action from onsite to offsite disposal of building demolition waste based on public comment; (2) uncertain tonnage and unit costs for disposal are reflected in the proposed funding increase; (3) a potentially responsible party (PRP) will perform, among other things, building demolition and capping; and (4) the City will perform offsite transportation and disposal (T&D), and, if any CA funds remain after completion of T&D, backfilling and post-removal site controls (PRSCs).

The potential to use CA funds for PRSCs is the main reason why the period of performance is being requested to extend to December 31, 2013. Should funds remain in the CA at the end of 2013, a waiver of the seven-year time limit for this cooperative agreement will be requested earlier in 2013 to continue using these funds for PRSCs beyond 2013.

### 1. Background and Purpose

The vacant Aerovox mill at 740 Belleville Avenue in New Bedford, MA consists of an approximately 450,000 sq. ft. former manufacturing building located on approximately 10.3 acres of industrial-zoned land abutting the Acushnet River. From c.1940 to c.1978, polychlorinated biphenyls (PCBs) were used at the facility in the manufacture of electrical capacitors and transformers. As a result of this manufacturing history, soils and groundwater at the site as well as the building itself are heavily contaminated with PCBs. This facility is considered one of the major sources of historic PCB contamination to New Bedford Harbor.

The property directly abuts two active industrial mills to the north and south, and a large, densely populated, urban residential neighborhood on the opposite (west) side of Belleville Avenue. Nearby residential areas also exist one block north of Aerovox (on the east side of Belleville Avenue), as well as in the towns of Acushnet and Fairhaven on the eastern side of the Acushnet River.

Inspection and sampling of the building by EPA in 1997, as well as follow-up sampling performed by Aerovox, identified high levels of PCBs throughout the interior of the building as well as in site soils. In 1999, EPA issued a RCRA Administrative Consent Order to Aerovox, which required, among other things, the demolition of the building and capping of the entire site. Interim measures were taken to protect workers inside the building, and the building was vacated in 2001 when operations relocated to an alternative site in New Bedford. Aerovox filed for bankruptcy in June 2001, and the response actions required by the RCRA consent order were never completed.

Site inspections performed by EPA and the state after the bankruptcy found that many drums of hazardous waste had been left behind, and that cracks in an impermeable asphalt cap

installed in the 1980s had gone unrepaired. Inspections also revealed that upon vacating the building, Aerovox left behind a significant amount of interior equipment and material. A removal action by EPA in 2004 removed the drummed wastes and repaired the cracks in the cap. More recently, site inspections have noted the presence of asbestos, inorganic mercury spills, and extensive water damage throughout the building.

EPA also performed PCB analyses of the asphalt parking lot in 2004 to complement previous pavement sampling reported in the 1998 Engineering Evaluation/Cost Analysis (EE/CA). (Fuel oil impacted site soils, potentially contaminated with PCBs, had been used to manufacture the base course of the asphalt parking lot.) EPA's analyses found PCBs in the top ½ inch in all but one of the fourteen pavement samples, at levels ranging from 0.8 to 46 ppm. Also, as further discussed in the 2006 Supplemental EE/CA (SEE/CA), airborne PCBs from the eastern portion of the site (near the Acushnet River) are routinely the highest of any location monitored around the New Bedford Harbor Superfund site.

Since 2001, the former manufacturing building has continued to deteriorate, and without on-going maintenance the existing HAC cap will crack and deteriorate. A major failure of the interior fire suppression system after the building was vacated caused significant water damage throughout the building, and inspections inside the building in 2006 reported increased roof leaks. Limited fire suppression and security funding was provided to the City as a result of the bankruptcy proceedings, but trespassing and vandalism of the fire suppression system's copper piping has been a recurring problem. Due to the difficulty in maintaining the fire suppression system in the (unheated) building, the City has installed a temperature monitoring system designed to notify the fire department in the event of a fire.

Fire and fire suppression pose significant potential threats to area residents and to the surrounding environment. The two industrial facilities abutting the Aerovox site to the north and south are active manufacturing facilities with hundreds of employees working three shifts per day. To the north, only a small alley separates the abutting facility from the Aerovox building. To the south, a former public way and a parking lot separate the abutting facility and the Aerovox building. Similarly, only Belleville Avenue separates the Aerovox building from the large residential neighborhood across the street. Should a fire erupt, the burning materials would emit airborne PCBs and asbestos, as well as the potential for dioxins and furans formed during PCB combustion. In such a fire scenario large-scale evacuations of impacted neighborhoods would likely be required, as well as cleanup of PCB and other residues resulting from the fire. Fire suppression activities would also likely produce contaminated water that would run off into the Acushnet River.

Because of these issues, EPA's 2006 SEE/CA recommended that the Aerovox building be demolished, the demolition waste be placed in the basement, and the entire site be covered with a protective cap as part of a Non-Time Critical Removal Action (NTCRA). In 2006, EPA entered into this CA with the City to assist in implementing the recommended NTCRA and the CA was funded for approximately \$8 million. Subsequently, EPA received public comments against the onsite disposal portion of the removal action. As a result, EPA has indicated that the forthcoming Action Memorandum (scheduled for fall 2009) will include offsite disposal for almost all demolition-related debris.

Related to these events, EPA has been in negotiations with a PRP that is now expected to participate in the removal action by performing, among other things, the building demolition and capping activities, thereby allowing the City to focus its efforts on offsite T&D tasks. EPA has updated the cost estimate for the removal action to include the offsite disposal and to take into account disposal of the interior equipment and material left behind by Aerovox. These latest cost estimates reflect the uncertainty in both the total tonnage to be disposed and the unit costs for this disposal. An additional \$1.8 million is being added to the CA through this amendment to cover this disposal cost uncertainty.

Any remaining funds in the CA after all T&D costs are paid will be used to purchase and deliver (but not place) backfill, and for PRSCs to be performed by the City. Accordingly, this work plan now reflects this revised scope of work.

## 2. Tasks

The following tasks will be implemented in close collaboration with both EPA and the U.S. Army Corps of Engineers (USACE). EPA has retained the services of the USACE and its contractor(s) for technical assistance and project management for this removal action under separate agreement.

### **Task 1: Procure a Transportation and Disposal (T&D) Contractor**

In compliance with applicable state law, a request for proposals (RFP) will be issued to select and procure a T&D Contractor and to ensure the cost-effectiveness of this procurement. The RFP will be consistent with the forthcoming Action Memorandum and will include the technical requirements currently included in the draft Part A of the Aerovox RFP (see Attachment 1) to ensure that all interested firms understand what is expected of them during the cleanup. Included in this is the requirement that the T&D Contractor work in conjunction with the demolition contractor to implement and complete this cleanup in a coordinated, timely manner. The RFP will also include the Bid Sheet and Unit Price Schedule currently included in the draft of Part B of the Aerovox RFP (see Attachment 2) to ensure that all the required pricing information is available to provide for an informed decision on which T&D firm to select.

When Aerovox relocated in 2001, the building was vacated without removing its interior equipment and materials. More recently, EPA updated the T&D costs and included an estimate of this added tonnage; however, these latest cost estimates reflect the uncertainty in both the total tonnage to be disposed offsite and the unit costs for this disposal. As a result, using the updated cost estimate, \$1.8 million is being added as part of this amendment (for a total of approximately \$9.8 million).

### **Task 2: Procure a Manifest Manager**

To ensure compliance with applicable federal and state law, the City will hire a Manifest Manager to coordinate and oversee all project aspects regarding City Waste Material (as defined in the NTCRA settlement documents) characterization, sampling, decontamination (if any), T&D and manifest signing. The CA will fund the Manifest Manager only for the duration of the NTCRA in which T&D of City Waste Material is being implemented, i.e., after T&D of the

Aerovox Waste Material and prior to backfilling of the basement, approximately 5 months in total.

**Task 3: Implement T&D Activities**

Once the T&D Contractor and Manifest Manager are selected per Tasks 1 and 2, respectively, the performance of the T&D work itself will fall under this task. Attachment 1 will guide the technical scope of work for the T&D activities, and Attachment 2 (the version completed by the T&D Contractor) will form the basis for all payments to the T&D Contractor. The City, in close collaboration with EPA and the USACE, will ensure that the technical requirements in Attachment 1 are complied with, and will hold the T&D Contractor accountable to them, especially with regard to the standards for air- and water-borne PCBs and other hazardous constituents.

EPA's On-Scene Coordinator (OSC) with assistance from the USACE and its contractor(s) will assist the City in all aspects of Task 3. Under the direction of the OSC, the USACE and its contractor(s) will provide day-to-day oversight of the T&D Contractor's performance.

**Task 4: Public Outreach**

The City will collaborate with EPA in the implementation of an effective public outreach effort for this project. The City and EPA expect that monthly public informational meetings will be held to keep interested stakeholders apprised of the NTCRA's status. Based on discussions with EPA to date, EPA will have the lead role in this public outreach campaign, while the City, its T&D Contractor and the USACE will have a supporting role.

In addition to these expected monthly outreach meetings, the City will assist EPA with any other outreach efforts as required to answer stakeholder questions or resolve any issues that may arise during performance of the NTCRA.

**Task 5: Final T&D Cost Report**

Within 45 days of the last shipment of demolition debris by the T&D Contractor, the City shall submit a report to EPA accounting for ALL T&D costs. To accomplish this, the City shall require the T&D Contractor to submit its final invoice no later than 30 days from the last shipment of demolition debris by the T&D Contractor.

**Task 6: Purchase and Deliver Clean Basement Backfill**

If the Final T&D Cost Report (Task 5) shows that the full cost of T&D is less than the funds available in the CA, the City shall utilize these funds in a cost-effective manner to purchase and deliver clean fill to the site for backfilling the basement hole. The clean fill delivered by the City per this task shall comply with the specifications included in Section III.F of the demolition Scope of Work for the NTCRA settlement documents (see Attachment 3). The City will NOT be responsible for spreading or compacting this clean fill. These tasks will be performed by the PRP's demolition contractor. The City shall coordinate the timing and

execution of this task with the PRP's demolition contractor so that the overall project proceeds as reasonably and expeditiously as possible.

**Task 7: Perform Post-Removal Site Controls (PRSCs)**

Any unused funds remaining in the CA after completion of Tasks 1 through 6 may be used to reimburse the City or its contractor(s) for the performance of PRSCs, as defined in the forthcoming Action Memorandum.

**3. Oversight Role of EPA**

The City understands that, due to the nature of the project and the environmental monitoring required during the building demolition phase, EPA and the USACE will have a significant oversight role during project implementation. The City will coordinate closely with EPA (and the USACE) to ensure that the T&D Contractor fully complies with the project's contract requirements and works cooperatively with the demolition contractor. EPA and the USACE will be allowed access in order to collect the air and water quality samples required for the project. Similarly, EPA and the USACE will be allowed access to monitor the daily construction activities in order to have a full understanding of the project's status and to otherwise implement the NTCRA.

If EPA determines that the T&D Contractor is operating in non-compliance with the contract requirements and informs the City of such non-compliance, the City will act accordingly to ensure that compliance is attained in a timely manner. The City will not allow the T&D Contractor to operate in non-compliance with the contract requirements.

Only after USACE has reviewed and the OSC approved the T&D Contractor's draft invoices may the City authorize payment of the T&D Contractor's invoices. The City will work with EPA and the USACE to establish an invoice review process that provides for this review in a timely manner so that payment to the T&D Contractor is not delayed. The City will also use its retainage policy as currently included in the draft RFP, in which final payment of the retained amount is not made until the OSC's final approval is received.

**4. Booster Pump Station**

Consistent with the current Access Agreement with the City for the Aerovox property, the City will continue to allow EPA access to the shoreline portion of the Aerovox parking lot as needed to implement the New Bedford Harbor Superfund Site cleanup. In this regard, the City understands that EPA and the USACE will require a dredge slurry booster pump station to be placed on or along the Aerovox property shoreline from time to time. To avoid interference with the Aerovox site cleanup, however, EPA and the USACE will not use the Aerovox property parking lot for this pump station during the NTCRA. Instead, if needed, the booster pump station will be located outside of the parking lot, on the easterly end of the northern half of the former Hadley Street, and EPA will coordinate with both the demolition contractor and the T&D contractor to avoid interference with NTCRA activities.

(END)

**ATTACHMENT 1 - 6/24/09 DRAFT REQUEST FOR PROPOSALS  
TRANSPORTATION AND DISPOSAL OF  
DEMOLITION WASTES AND DEBRIS FROM THE VACANT  
AEROVOX PLANT, NEW BEDFORD, MASSACHUSETTS**

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## PART A – PROJECT DESCRIPTION AND REQUIREMENTS

### 1.0 PURPOSE AND CONTRACT OVERVIEW

#### Purpose

The City of New Bedford (the “City”) will be acquiring one waste Transportation and Disposal (T&D) contract through a single procurement in order to support the Aerovox mill demolition project. The purpose of this solicitation is to evaluate and select for contract award a qualified Applicant that represents a “Best Value” to the City, considering price and technical evaluation. This contract will be dedicated to the execution of transportation and disposal activities associated with TSCA (Toxic Substance Control Act) and non-TSCA and hazardous building demolition waste streams. The Applicant shall obtain the necessary disposal capabilities and landfill capacities to allow the disposal of building debris without causing delay to the demolition contractor’s approved schedule.

#### Contract Overview

1.1 One demolition waste T&D contract will be awarded as a result of this solicitation. Services to be provided include all plant, labor, materials and equipment necessary for providing the transportation and disposal of TSCA and non-TSCA and hazardous waste from the demolition of the vacant Aerovox mill at 740 Belleville Avenue, New Bedford, MA as described herein. The total debris amount for removal and disposal is estimated at approximately 25,000 to 30,000 tons, but given the uncertainty regarding the amount of equipment and materials (E&M) remaining in the building, the ultimate tonnage to be removed may deviate significantly from this estimate. The vast majority of the demolition debris will be TSCA waste (for example, among other criteria, >50 parts per million (ppm) PCBs for porous material; > 10 ug PCBs/100 cm<sup>2</sup> for non-porous material), but a limited volume as described herein may be non-TSCA waste, hazardous waste, or potentially recyclable or reusable material once decontaminated, if necessary.

1.2 All demolition activities, loading of demolition waste on to T&D vehicles, and decontamination of T&D vehicles will be performed by a third-party demolition contractor. The start and end date for the T&D work of this solicitation will be dependent on the demolition contractor’s work schedule. **The T&D Contractor selected pursuant to this solicitation is required to closely coordinate with the demolition contractor (specifically, the Demolition Project Coordinator), and is required to perform the T&D work in a manner that does not delay the demolition contractor’s approved schedule.**

1.3 Note that the demolition contractor is required to create separate stockpiles for those materials that, based on previous sampling, have the highest potential to be classified as non-TSCA waste or to be recycled for reuse. **Section 3.n (Part A) below requires the T&D Contractor to minimize total disposal costs by maximizing the amount of material from these separate stockpiles that gets disposed, recycled or reused as non-TSCA waste** (provided the cost of this non-TSCA transportation and disposal, recycling or reuse, including

any required sampling or decontamination, is less than the applicable TSCA transportation and disposal cost).

Furthermore, Section 6.2 below requires Applicants to submit a TSCA Waste Minimization Plan (TWMP) as part of the initial proposal to the City. Similarly, note that the initial proposal to the City shall also include a Waste Management Plan (WMP) pursuant to Section 6.1 below.

1.4 Duration/Capacity: Demolition and associated T&D of the vacant Aerovox mill is currently estimated to take approximately 5 to 6 months to complete, but as noted above this time frame will be dependent on the demolition contractor's schedule. The period of performance of the T&D contract awarded under this solicitation will end upon completion of all T&D related work.

1.5 This vacant Aerovox plant demolition and offsite debris disposal project is being performed as part of a USEPA Superfund NTCRA (non-time critical removal action). As such the U.S. Army Corps of Engineers (USACE) will be supporting the EPA and the City by performing day to day oversight of both the demolition and T&D. EPA's On Scene Coordinator (OSC) or, in his or her absence, the USACE, as oversight contractor, shall resolve any field dispute regarding either the demolition contractor or the T&D Contractor. The City shall employ a City Project Manager who shall serve as the single point of contact for all T&D on-site issues that concern or need approval or review by the City. Among other duties set forth below herein, the City Project Manager or his/her designee shall consult with the OSC, the USACE, and the T&D Contractor on all matters concerning the T&D contract and any field disputes between the demolition contractor and the T&D Contractor.

1.6 This Request for Proposal (RFP) contains a Unit Price Schedule for the T&D of bulk TSCA and non-TSCA demolition waste and hazardous waste from the Aerovox mill demolition (see Attachment A of this solicitation). **Since as described herein the vast majority of T&D material is expected to be >50 ppm PCBs, the principle basis for evaluating an Applicant's cost effectiveness pursuant to this solicitation shall be line item 3.3 in Attachment A (mixed debris, equipment and building materials > 50 ppm PCBs).** The cost of T&D for other material types also will be based on this completed Bid Sheet and Unit Price Schedule. Attachment A must be completed in its entirety in order for the Applicant's proposal to be considered valid.

1.7 The T&D Contractor shall provide transportation and disposal services in complete compliance with this RFP.

1.8 It is extremely important that you completely review all sections of the solicitation and follow all instructions carefully.

## 2.0 PROJECT BACKGROUND

### 2.1 Location and Physical Setting

The former Aerovox facility is located on an approximately 10.3-acre parcel at 740 Belleville

Avenue in New Bedford, MA. A parking lot is located south of the former manufacturing building on the property. Aerovox and various predecessor companies occupied the site for over 60 years. The site is located in a highly developed residential and industrial area of New Bedford, Massachusetts.

The Aerovox building encompasses approximately 450,000 square feet of floor space and consists of a western section that contains two floors and an eastern section that contains three floors. The exterior walls of the building are brick, while the roof is constructed of wood. The first floor (i.e., basement floor) in both the eastern and western sections of the building is constructed of concrete. Structural components of the building include interior wood columns and steel I-beam floor joists. Wooden floors are present throughout the building's 2<sup>nd</sup> and 3<sup>rd</sup> floors, except that portions of the second floor of the western (or sawtooth) section are concrete.

## **2.2 Site History and Cleanup Actions to Date**

Originally a cotton mill constructed in the 1920s, the vacant Aerovox facility was used to manufacture capacitors and other electronic components from c.1940 until 2001 when Aerovox relocated operations. Manufacturing operations have resulted in virtually all building materials and interior surfaces becoming contaminated with PCBs above TSCA regulatory levels. As described further below, an exception to this is the office annex area (the western most portion of the building along Belleville Avenue) which has been found to be below TSCA regulatory levels. Certain waste streams such as granite window sills, structural steel, steel shelving, wood beams and columns and bulk waste paper may also not require disposal at a TSCA facility. In addition there may be small amounts of material that are contaminated with PCBs and hazardous waste (e.g., mercury and PCB contaminated flooring) that will require disposal at a licensed RCRA Subtitle C disposal facility or at a TSCA facility that is also licensed to accept hazardous waste. Soils on site are also contaminated with PCBs, with levels generally increasing from west to east, with the highest levels generally along the shoreline.

Pursuant to an enforcement order issued by EPA in the early 1980s, sheet pile walls were placed to contain PCB-contaminated soils to the east of the Aerovox building and along the entire Acushnet River shoreline, and a cap material (hydraulic asphalt cement) was also placed over PCB-contaminated soils. An asphalt cap in the parking lot also functions as a cover over contaminated soils.

Pursuant to an EPA removal action in 2004, barrels of hazardous material and other wastes were removed from the building and disposed at appropriate off-site facilities.

## **2.3 Site Characterization Data**

The major investigatory effort for building contamination was the Engineering Evaluation/Cost Analysis (EE/CA) published in August 1998 by Blasland, Bouck & Lee, Inc. (BBL) for Aerovox, Inc. In addition, Jacobs Engineering investigated the potential for non-TSCA demolition waste in a report published in July 2007 for the USACE. The western-most office annex area was also heavily sampled for PCBs (ENSR, June 2006, see Section 2.5.2 below)

### 2.3.1 Building Materials, Equipment and Surfaces

2.3.1.1 *PCBs.* In summary, and with certain exceptions noted below in Section 2.5, all building and E&M sampling performed to date by a variety of parties has found PCBs above 50 ppm and  $>10 \text{ ug}/100 \text{ cm}^2$  throughout the building. This includes EPA's 1997 sampling and BBL's sampling, as reported in the 1998 EE/CA, as well as the 2007 Jacobs Engineering sampling. **All building material and interior and exterior E&M, with the exceptions noted herein, shall be considered to be contaminated with PCBs above these regulatory levels unless proven (via sampling) otherwise. The demolition contractor will also identify materials that contain hazardous waste.**

Based on these sampling efforts, the building areas with the highest PCB levels are believed to be the impregnation (or tank) room area in the northwest section of the 2<sup>nd</sup> floor, and the pump room and oil storage stockroom on the 1<sup>st</sup> floor below the impregnation room area. For example, the maximum PCB concentration reported was in the impregnation room (128,000 ppm, wood floor sample, 1997 EPA data), while the highest wipe sample reported was in the adjacent impregnation rack room ( $2,300 \text{ ug}/100 \text{ cm}^2$ , 1997 EPA data). Many other areas of the facility showed very high PCB levels as well.

2.3.1.2 *Asbestos.* The demolition contractor (not the T&D Contractor) is responsible for removal of all regulated asbestos containing material (RACM) within the building prior to demolition. However, various non-friable asbestos containing material (ACM), such as floor tiles, ceiling tiles, roofing material, etc. will be commingled in with the PCB-contaminated demolition debris to be disposed by the T&D Contractor. The best source of information regarding ACM at the Aerovox Site is a June 2006 report prepared by Jacobs Engineering for the USACE titled "*Aerovox Asbestos and Lead-Based Paint Survey.*"

2.3.1.3 *Metals.* The only building sampling effort to date that has included analysis for metals was the 2007 Jacobs Engineering survey. Table 3-2 of that report shows the Toxicity Characteristic Leaching Procedure (TCLP) results for lead on painted wood: all 25 samples passed the TCLP test, with 21 of the 25 samples reported as non-detect. The four other samples ranged from 260 ug/l to an estimated 648 ug/l.

2.3.1.4 *Other Contaminants.* The Aerovox facility was known to have used various solvents such as trichloroethylene and perchloroethylene in the manufacturing process. Mercury switches and mercury containing devices existed in the building. Various grades of oils were also used. Drummed waste materials were removed during the removal action by EPA's removal contractor in 2004, however, residuals of these waste materials may be found in piping, tanks and vats on the site. It is not anticipated that these liquid hazardous waste materials will be encountered during this scope of work, as the demolition contractor is responsible for these wastes. Similarly, EPA collected and removed visible spilled mercury and mercury containing devices. However, certain portions of the building debris, such as wood flooring, may contain mercury above regulatory levels. See further discussion in Section 2.4 below.

## 2.4 Controlled Wastes Requiring Off-Site Disposal

Any material or object characterized as RCRA hazardous waste shall be disposed off-site at a properly permitted facility. As discussed above, trichloroethylene was used in degreasing operations at Aerovox, but prior investigations did not indicate that significant quantities, if any, of the solvent remain. Some amounts of solvents may nevertheless be discovered during the demolition process in porous surfaces or materials as a result of spills. Similarly, as a result of mercury spills in the building that were subsequently cleaned by EPA, spilled mercury may be mixed with PCBs in some media. The demolition contractor will evaluate whether suspected areas are potentially characteristic hazardous waste for mercury. Material determined to potentially be characteristic hazardous waste for mercury will be stockpiled for the T&D Contractor to perform further characterization. In the event that the waste is determined to be characteristic hazardous waste, disposal at a licensed RCRA Subtitle C disposal facility or a TSCA facility licensed to accept disposal of RCRA hazardous waste will be necessary.

Considerable amounts of the Aerovox facility's product (i.e., capacitors) remain in the building. It is assumed that these do not contain liquid PCBs, but, due to the oils within them, will require characterization by the T&D Contractor for disposal. There are oil-filled electrical transformers at the facility which must also be characterized for disposal.

PCB remediation waste will be generated by structural demolition. Disposition of this waste stream will be governed by TSCA disposal requirements for PCB remediation waste (40 CFR § 761.61(c)). Other waste streams that contain PCBs which are not considered PCB remediation waste such as PCB liquids generated by decontamination of possible reusable material and removal of outside transformers must be disposed of in accordance with TSCA disposal requirements (40 CFR § 761.60).

## **2.5 Non-Controlled Wastes for Off-Site Disposal/Recycling**

**2.5.1:** A building sampling program was conducted in winter 2006/07 to determine if certain building materials could be disposed as non-TSCA waste, or reused or recycled (Jacobs, July 2007). The conclusions of that report are summarized below. The demolition contractor is required to create separate stockpiles for these following potentially non-TSCA materials during demolition (or, alternatively, direct load this non-TSCA material in to T&D vehicles).

*Granite window sills:* 4 of 5 samples were non-detected for PCBs, with the 5<sup>th</sup> sample at 2.6 ppm PCBs. After washing, all 5 samples were non-detect for PCBs. Consistent with Section 3.n (Part A) below, the T&D Contractor will therefore wash all granite window sills, and after representative sampling to confirm acceptability for reuse, send these sills offsite for unrestricted reuse. The unit cost provided on the Unit Price Schedule shall reflect the cost of this washing step which includes containment and disposal of the PCB contaminated wash water, and any related sampling.

*Steel beams:* 15 of 16 wipe samples were below the 100 ug/100 cm<sup>2</sup> criteria for smelting prior to washing (the one sample at 127 ug/100 cm<sup>2</sup> PCBs was from the pump/tank room). 9 of these 16 wipe samples were below the 10 ug/100 cm<sup>2</sup> criteria for unrestricted reuse prior to washing (Jacobs, 2007 at Table 3-1). Sampling indicated that the particular washing protocol used in this study did more harm than good. The T&D Contractor shall review this information and

determine the best approach for minimizing total T&D costs related to steel beams. The unit cost(s) provided on the Unit Price Schedule shall reflect the costs of any additional tasks related to this best approach and shall reflect as needed the cost of a washing step which includes containment and disposal of the PCB-contaminated wash water and any related sampling.

*Steel Shelving:* 2 of the 3 wipe samples were below the 10 ug/100 cm<sup>2</sup> criteria for unrestricted reuse. The 3<sup>rd</sup> sample was an estimated 17.4 ug/100 cm<sup>2</sup>. The T&D Contractor shall review this information and determine if a cost-effective washing and sampling process can be used to reduce T&D costs for steel shelving. The unit cost provided on the Unit Price Schedule shall reflect the cost of this washing step which includes containment and disposal of the PCB contaminated wash water and any related sampling. An estimated 1,600 linear feet of various size shelving exists inside the building.

*Wood Beams and Columns:* Sampling results from the Jacobs study indicates that wood beams and columns, except for those from the tank/pump room, can potentially be disposed as special waste (1-50 ppm PCBs) if based on full coring rather than surface characterization. The T&D Contractor shall review this information and coordinate with the disposal facility(ies) to determine the appropriate disposal method. The unit cost provided on the Unit Price Schedule shall reflect the results of this coordination with disposal facilities regarding the characterization approach. (Note that wood floors shall be assumed to be greater than 50 ppm PCBs, unless proven otherwise with sampling.)

*Copper Pipe:* The Jacobs study indicated that with effective washing, copper pipe except that from the pump/tank room area, could be recycled for reuse. The T&D Contractor shall review this information and determine if a cost-effective washing process can be used to reduce T&D costs. The unit cost provided on the Unit Price Schedule shall reflect the cost of this washing step which includes containment and disposal of the PCB contaminated wash water and any related sampling.

*Exterior Brick:* The Jacobs study indicated that exterior brick (with the exception of that from the impregnation room) should have PCB levels below 1 ppm. In addition, this study indicated that bricks (or cement blocks) from the smoke stack and boiler room should contain PCB levels in the 2 to 4 ppm range. If the demolition contractor can demonstrate, with City and EPA approval, that the brick (not including brick from the impregnation room) can be disposed as non-TSCA waste or be reused or recycled based on representative sampling either with or without segregation of interior or exterior brick, then the T&D Contractor, in consultation with City and EPA, shall dispose, recycle or reuse the brick in the most cost-effective manner allowed by state or federal regulations. Similarly, bricks or cement blocks from the smoke stack and boiler room shall be disposed, recycled or reused in the most cost-effective manner allowed by state or federal regulations.

The T&D Contractor shall coordinate with the demolition contractor to allow decontamination activities, waste characterization sampling and subsequent wastewater disposal to proceed smoothly, in a location that does not impede demolition work and without delay to the demolition contractor's approved schedule.

The T&D Contractor shall provide daily notice of the status of each pile of wastes for off-site disposal to the Demolition Project Coordinator and City Project Manager and no pile shall remain on-site for longer than 24 hours after the waste characterization analytical results have been received by the T&D Contractor (provided the demolition contractor can load the T&D vehicles accordingly) unless otherwise agreed to by the OSC, Demolition Project Coordinator, City Project Manager and T&D Contractor.

**2.5.2** The office annex: Samples were taken throughout the office annex (westernmost) area of the facility in 2006 to determine if demolition debris from the office annex could be disposed as non-TSCA waste (ENSR, June 2006). With the exception of carpet and certain areas of plywood (which were removed from the office annex in spring 2008 by Jacobs Engineering for USACE), this study found all materials to be below the TSCA disposal criteria of 50 ppm and 10 ug/100 cm<sup>2</sup>. As a result, the demolition contractor is required to demolish the office annex first, prior to any other building demolition, so that the debris may be disposed of, after any further sampling required by the disposal facility, as special or unrestricted waste. Note that this sampling effort showed that the steel beams from the office annex are likely to be acceptable for unrestricted reuse. The T&D Contractor shall coordinate with the demolition contractor to allow this office annex demolition and disposal to proceed smoothly and without delay to the demolition contractor's approved schedule.

Also, this ENSR sampling found that the flagpole, guard shack and the exterior pump house in the south-central portion of the site (once the interior motors are removed from the pump hose) are also below the TSCA criteria of 50 ppm and 10 ug/100 cm<sup>2</sup>. These items shall therefore be disposed, after any further sampling required by the disposal facility, at the same time and in the same manner as the office annex debris discussed immediately above.

**2.5.3** Note that Section 3.n requires the T&D Contractor to minimize overall T&D costs by maximizing, if cost-effective, the amount of non-TSCA and recyclable or reusable materials.

## **2.6 Equipment and Materials Volume and Tonnage**

**2.6.1 Building Material:** The unprocessed volume of building material, minus the concrete foundation which is to remain in place, is estimated in the 1998 EE/CA to be approximately 11,100 cy.

The EE/CA estimated the mass of this building material (less the concrete foundation) to be approximately 8,701 tons.

**2.6.2 Interior and Exterior Equipment and Materials:** The raw (in place) volume of interior and exterior E&M estimated to be in and around the facility based on a 2005 inventory performed by USACE and Jacobs Engineering is 14,281 cy. The volume of many items can be reduced by crushing.

It is difficult to accurately estimate the tonnage of this E&M given the large and variable amount of this material left behind in and around the facility. Using a crushed volume of 7,140 cy based on the 2005 inventory, with 50% of this volume a "lighter" debris at 1.5 tons/cy and 50% of this

volume a 'heavier' debris at 3 tons/cy, a total estimated mass of E&M is calculated to be 16,065 tons.

*2.6.3 Total Tonnage:* Combining the total mass from 2.6.1 and 2.6.2, a total estimated tonnage for all debris from the Aerovox demolition is estimated to be approximately 25,000 tons. Given the inherent uncertainty in estimating the total tonnage, a margin of error of 20% is deemed reasonable, for a total estimated tonnage of 25,000 to 30,000 tons.

### **3.0 DESCRIPTION OF WORK**

The Contractor shall provide the City with qualified personnel, equipment and facilities to perform the required work. The work to be performed under this contract shall include:

- a. Supplying sufficient transportation equipment (i.e., trucks and containers) and logistical support to meet predefined project needs regarding waste quantities and shipment schedules defined within this scope of work.
- b. Supplying all ancillary equipment such as a scale, truck tarps and liners to cover containers, etc.
- c. Installation of truck liners AND heavy duty tarps, etc., as appropriate to the type of T&D vehicle being used, to ensure that no dust, debris or liquids (e.g., water from debris washing or dust suppression) are lost from the vehicle during transport.
- d. Furnishing all transportation equipment, tools, materials, all other equipment, labor, services, bonds, insurance, and supervision to perform all work proper and necessary to complete the work as specified.
- e. Performing the testing and analysis required by the disposal facility(ies) for the various materials to be disposed. The T&D Contractor shall require a laboratory turn-around time of 4 days or less to minimize delay to the demolition contractor, unless an alternative schedule is otherwise agreed to by the Demolition Project Coordinator, OSC, City Project Manager and the T&D Contractor.
- f. Scheduling and delivery of sufficient quantities of clean and serviceable containers, transport vehicles, liners, covers, placards, stickers and associated materials.
- g. All T&D vehicles supplied by the T&D Contractor shall be adequately sealed (e.g., with water-tight liners, gaskets, etc.) to prevent any water (or other fluids) in or on the debris from being released from the vehicles during transport.
- h. Transportation of all demolition related debris from the vacant Aerovox facility to the disposal facility(ies) designated by the T&D Contractor and approved by the City.
- i. Assuring that the transportation equipment is cleaned and decontaminated upon completion of the work at the disposal facility.

- j. Compliance with all U.S. Department of Transportation (USDOT) regulations relating to the handling, packaging, preparation of applicable shipping documents, emergency notification and all other applicable requirements in the transport of these materials.
- k. Transportation management and provision of manifests and tracking systems sufficient to meet all federal, state and local laws and regulations for the transportation and disposal of PCB contaminated materials, RCRA hazardous waste, controlled, universal, special and solid waste, and that is adequate to meet all the terms of this solicitation.
- l. All necessary reporting, notice of and response to any spill, notice of violation or similar incident during transportation.
- m. Assumption of all responsibility for all material after it has been loaded into Applicant's transportation equipment and accepted by Applicant until it is accepted by the designated disposal or reuse facility.
- n. Assumption of all responsibility to minimize the City's overall disposal costs by maximizing the amount of material from the potential non-TSCA stockpiles to be created by the demolition contractor that is to be disposed or reused as non-TSCA waste (provided the cost of this non-TSCA disposal or re-use, including any required sampling or decontamination, is less than the applicable TSCA disposal cost). Section 2.5 (Part A) herein identifies those materials that, based on previous sampling, have the highest potential for non-TSCA disposal or reuse. This responsibility includes all sampling, cleaning, washing, and collection and disposal of contaminated wash water and solvents that may be required in order for these materials to be disposed or re-used as non-TSCA waste, provided that these activities in total result in lower disposal costs to the City.
- o. Assuring compliance with all federal and state regulations and guidance regarding disposal of ACM that may be commingled with the demolition debris.
- p. Coordinating effectively on a daily basis with the demolition contractor to ensure that adequate disposal vehicles and associated equipment and supplies are on site to meet the demolition contractor's approved schedule. The coordination shall be conducted as a daily meeting, at a minimum, between the T&D Contractor's Transportation and Disposal Coordinator (see section 5.2) and the demolition contractor's representative (to be appointed by the Demolition Project Coordinator). This daily coordination shall include at a minimum a discussion and evaluation of the following:
  - transportation equipment (i.e., trucks and containers) and associated supplies (liners, covers, placards, stickers and associated materials) required to meet the demolition contractor's schedule for the following two days ;
  - potential schedule impacts, including providing the demolition contractor with an updated schedule for transportation and disposal of TSCA materials and materials to be disposed of as non-TSCA and providing at least 5 business days prior notice of when any

disposal facility or any intermediary transload facility is closed for business and thus unable to accept material

- the status of each pile of wastes staged for off-site disposal;
  - analytical results (both decontamination results and waste characterization results) received by the T&D contractor during the previous day.”
- q. Perform maintenance and periodic calibration of the truck scale.

#### **4.0 GENERAL REQUIREMENTS AND RESPONSIBILITIES**

For the purpose of this document the successful Applicant, after award of the contract, will become the Transportation and Disposal (T&D) Contractor. The T&D Contractor will be required to meet all applicable local, state and federal laws and regulations for shipment and permanent disposal, or if applicable, delivery for reuse, of the material described in this solicitation. The T&D Contractor shall assume all waste transport and disposal responsibilities, and all such responsibilities for recycling or reuse, for the material once it has been loaded on to its vehicle for transportation and disposal. The T&D Contractor shall use best management practices for management of wastewater and air emissions to maintain compliance with the performance standards included in Attachment F. The City shall not be responsible for any damages to the T&D Contractor's equipment under any circumstances.

##### **4.1 Licenses, Permits and Agreements**

The City will require evidence that the Applicant is properly licensed to perform the activities required in the state(s) where the work is to be performed as a condition precedent to an award of any contract action. The Contractor shall provide copies of all necessary licenses, certificates of registration, and/or permits issued to the Contractor and/or subcontractors as they relate to the transportation and disposal (or reuse) of the material.

##### **4.2 Training and Medical Monitoring**

The T&D Contractor shall provide all necessary OSHA training and medical monitoring for all its on-site and off-site employees and assure that all required training and medical monitoring is provided to employees of any subcontractor, vendor or other suppliers involved in this project. Employees shall be trained, tested, and certified to safely and effectively carry out their duties in accordance with federal, state and local laws and regulations and procedures.

##### **4.3 Security Requirements**

The T&D Contractor shall have its own U.S. Department of Transportation (USDOT) Security Plan that meets the requirements of 49 CFR 172, Subpart I. The T&D Contractor will be required to sign a certification statement upon initiation of waste transport activities. This certification will be placed in the project files in association with the shipping documents. Subsequent shipments of the same hazard class of materials transported by the T &D Contractor

will not require additional certifications. The certification will be typed on a separate page and read as follows: "I hereby certify that (name of T&D Contractor) has a Security Plan in place that meets the requirements of 49 CFR 172, Subpart I for the hazardous or TSCA materials described in the attached shipping papers." This certification shall be signed by the T&D Contractor and dated.

#### **4.4 Employee Health and Safety**

All work performed shall meet the applicable requirements of Department of Labor (DOL), and Occupational Safety and Health Administration (OSHA) (including Hazardous Waste Site Operations at 29 CFR 1910.120). The T&D Contractor will be responsible to review and comply with the demolition contractor's Health and Safety Plan for the vacant Aerovox plant demolition project. The T&D Contractor shall provide documentation that all involved personnel have successfully completed training in accordance with OSHA requirements (as applicable), and the Site Safety and Health Plan. The T&D Contractor shall maintain and implement its own safety and health procedures addressing all transportation activities performed both on-site and off-site.

#### **4.5 Project Schedule**

It is anticipated that award of this contract will occur in winter 2009/2010. The schedule for all waste shipment activities will be established by the Aerovox demolition contractor. The T&D Contractor's unit prices included on the Unit Price Schedule herein shall be effective for the duration of the T&D work.

Site Operation Hours: Standard hours of operation for both the demolition contractor and the T&D Contractor shall not be greater than 11 hours per day (7:00 am to 6:00 pm), Monday through Friday, and 9 hours (8:00 am to 5:00 pm) on Saturdays, except that trucks loaded and secured the previous night (and parked inside the site fence) and ready to ship may depart from the site as early as 6:00 am. Work that involves use of the transload T&D facility in Worcester shall not be performed on Saturdays, nor on any other day the transload T&D facility is not operating provided that the T&D Contractor gives the demolition contractor notice of the facility's closing not less than five (5) business days before such date (except, in the case of emergency, in which the T&D Contractor shall make its best effort to notify the demolition contractor as soon as possible). No work shall be performed on Sundays or on a federal- or state-recognized holiday. If hours or days beyond the above schedule are required to support your proposal, Applicants must clearly identify the hours and days associated with the respective proposal and pricing. The demolition, size reduction, remediation progress, weather conditions and other constraints may limit shipment of material.

#### **4.6 Key Personnel**

At a minimum the T&D Contractor key personnel shall include: Program Manager, the person responsible for overall management of the contract including cost, schedule and technical quality; Transportation & Disposal Coordinator, duties and responsibilities as specified in this solicitation; and Regulatory Specialist, responsible for all regulatory compliance as specified in

this solicitation. The Applicant's proposal must include the names, qualifications and applicable experience for these key personnel and the City must approve any changes to proposed key personnel, before or after award of the contract.

## **5.0 WASTE TRANSPORTATION REQUIREMENTS AND RESPONSIBILITIES**

The on-site demolition contractor will operate the site of the former Aerovox facility. Activities performed by the demolition contractor will include debris processing, loading of the T&D Contractor's vehicles, decontamination of those vehicles, operation of environmental controls, air monitoring and general housekeeping associated with the area and operations.

### **5.1 Truck Operations and Staging**

The shipment of waste utilizing trailer dump trucks and/or trucks with containers will be required at the vacant Aerovox facility. The demolition contractor will load trucks up to the weight specified by the T&D Contractor. The T&D Contractor shall specify to the demolition contractor the maximum size of the material being processed for disposal. The T&D Contractor shall provide instruction to the demolition contractor as to how to load the T&D vehicles to achieve the maximum target weight of each vehicle (e.g., mixing steel waste with wood waste). The T&D Contractor shall provide a means to weigh each vehicle on site. The T&D Contractor shall recommend a waste shipment schedule based on their specific transport capabilities.

The T&D Contractor must adhere to the truck routes through the City of New Bedford as described in Attachment G below.

**Staging of Disposal Vehicles:** The City anticipates that a number of disposal vehicles daily will be loaded and ready for shipment to the disposal facility without sufficient time remaining in the day to complete delivery to the facility. Any such vehicle shall remain on the actual demolition site until the morning of the next working day before attempting delivery, unless the Applicant can establish that it has arranged for secure staging of the loaded vehicles on site at the disposal facility or at an off site staging area normally utilized by the disposal facility. In either case, such staging area must be approved by the City prior to its use. **THE CITY WILL NOT PERMIT ANY DISPOSAL VEHICLES LOADED WITH TSCA WASTE TO BE STAGED OUTSIDE THE LIMITS OF THE DEMOLITION SITE EXCEPT AT THE DISPOSAL FACILITY AS SET FORTH ABOVE WITHOUT PRIOR APPROVAL OF THE CITY.**

The City will permit Applicants to stage empty disposal vehicles outside the limits of the demolition site providing any such staging area is accessible via approved truck routes as described in Attachment G.

### **5.2 Transportation and Disposal Coordinator**

The T&D Contractor shall designate by position and title, one person to act as the Transportation and Disposal Coordinator for this contract. The Transportation and Disposal Coordinator shall serve as the single point of contact for all T&D on-site issues, as well as

environmental regulatory matters and shall have overall responsibility for total environmental compliance including, but not limited to:

- Accurate identification and classification of regulated and non-regulated materials
- Determination of proper shipping names
- Preparation of shipping documents and manifests for all materials transported to the designated facility using verbiage concurred with by the City
- Completion of all material profiles and related documents
- Completion of all exception and discrepancy reports
- Identification and compliance with marking, labeling, packaging and placard requirements
- Signing all inspection documents of equipment arriving or departing the site.
- Preparation of and submission of Weekly Status Tracking Reports
- Coordination with the City Project Manager and the on-site demolition contractor, the EPA OSC or, in the OSC's absence, the USACE representative. The demolition work associated with this project, i.e., demolition, salvaging, size reduction and all related site operations shall be performed by the demolition contractor. Specifically, the demolition contractor will be responsible for loading of trucks, decontamination of equipment and personnel at the former Aerovox Facility. Successful completion of this scope of work will require extremely effective coordination with the demolition contractor.
- Preparation and submission of other documents required by federal, state or local laws or regulations or by the designated facility.
- Prior to the initial shipment of any hazardous or PCB-contaminated material off-site, the Transportation and Disposal Coordinator shall provide written certification to the City Project Manager that the waste materials have been properly packaged, labeled, marked, manifested and placarded in accordance with the requirements of USDOT, USEPA, Massachusetts Department of Environmental Protection (MassDEP) and this contract.

### **5.3 Transportation Vehicles and Containers**

All transportation vehicles and containers shall comply with all requirements of the USDOT regulations in the 49 CFR 100-180. Transport vehicles and containers are defined as trucks with inter-modal or roll-off containers, semi-trailer trucks, and trucks with end-dump capability. The T&D Contractor shall coordinate the schedule for all vehicle arrival and material deliveries at the construction site so that the demolition contractor's approved schedule is not delayed. If necessary, the T&D Contractor shall provide containers and related equipment that are dedicated to the vacant Aerovox facility demolition project in order to meet the waste shipment schedules.

All vehicles shall be decontaminated prior to leaving the site, but note that the demolition contractor (not the T&D Contractor) will perform all vehicle decontamination activities. The T&D Contractor shall inspect all vehicles leaving the project site to ensure that no soil or other contaminants adheres to any part of the vehicle, including its wheels or undercarriage. Based on these inspections, the T&D Contractor shall direct the demolition contractor to remove any soil or other contaminants remaining on the vehicles at the vehicle decontamination pad. EPA's On Scene Coordinator or, in his or her absence, the USACE, as oversight contractor, shall resolve

any disputes arising in the field with regard to the adequacy of vehicle decontamination (or any other dispute arising in the field).

The T&D Contractor shall utilize transporters having proper USEPA identification numbers and MassDEP hauler registrations and shall ensure through the manifest system that the waste arrives at the authorized waste disposal facility.

The T&D Contractor shall provide transportation of the waste directly to the disposal facility or the reuse facility. If a trans-load facility is required, the T&D Contractor shall be responsible for any transfer of material from one transportation vehicle to another, e.g., from a truck to a rail car. The T&D Contractor will be solely responsible for all property requirements (e.g., leases), permits/licenses, equipment, personnel, and costs required to perform any transfer of material.

The T&D Contractor shall be required to provide detailed information on the tare and gross weights of all vehicles, containers, and if applicable any transfer vehicle to ensure that maximum allowable weights are not exceeded. The T&D Contractor shall provide instruction to the demolition contractor as to how to load the T&D vehicles to achieve the maximum target weight of each vehicle (i.e., mixing steel waste with wood waste). **The T&D Contractor is responsible for providing a means to weigh each vehicle on site to verify that gross vehicle weights and axle weights per applicable state regulations are legal before vehicles are driven on the public roads.** Neither the City nor AVX Corporation (AVX) or its agents and contractors including the demolition contractor assume any responsibility for any violation by the T&D Contractor of local, state, and/or federal transportation regulations, including weight limits.

#### 5.4 Shipping Documents

The T&D Contractor shall ensure that each shipment of hazardous or PCB waste sent off-site for disposal is accompanied by properly completed shipping documents as required by Federal, State and local laws and regulations. The shipping documents shall be in accordance with USDOT regulation, Hazardous Materials Regulations 49 CFR, Parts 100 – 178. The T&D Contractor shall prepare hazardous waste manifests for each shipment of hazardous and PCB waste shipped off-site. Manifests shall be completed using instructions in 40 CFR 761, Sections 207 and 208 and all other applicable requirements. Shipping documents shall be submitted to the City Project Manager or his/her designated representative for review and approval at least two weeks before the first shipment is scheduled to occur and two days prior to all subsequent shipments from the site. Review and approval time frames shall be adjusted if shipment schedules so require.

If the exception under 40 CFR 761.208 applies; i.e., PCB waste is less than 50 ppm and does not contain hazardous waste that require manifesting pursuant to RCRA, the T&D Contractor may prepare a bill of lading for each shipment of waste in lieu of a hazardous waste manifest. The bill of lading shall satisfy the requirements of 49 CFR 172, Subpart C and any applicable state or local law or regulation and shall be submitted to the City Project Manager or his/her designated representative for review and approval at least two weeks before the first shipment is scheduled

to occur and two days prior to all subsequent shipments from the site. Review and approval time frames shall be adjusted if shipment schedules so require.

If necessary, the T&D Contractor shall complete EPA Form 8700-12, Notification of Hazardous Waste Activity, and submit copies to the City Project Manager or his/her designated representative for information and to EPA for review and approval. The Contractor shall allow a minimum of 30 days for processing the application and assigning the EPA ID number. Shipment shall be made not earlier than one week after receipt of the EPA ID number. All transportation related shipping documents shall be provided and completed by the T&D Contractor and completed copies furnished to the City Project Manager or his/her designated representative for review and approval. Draft documents shall be provided as part of the Waste Management Plan specified below in paragraph 6.1.

The City shall sign the T&D Contractor's shipping documents as owner/generator.

The T&D Contractor shall not cause delays to the demolition contractor's approved schedule due to any delays resulting from the preparation of shipping documents.

#### **5.5 Shipping Materials**

The T&D Contractor shall provide all of the materials required for the packaging, labeling, marking, placards and transportation of TSCA and hazardous wastes and hazardous materials in conformance with USDOT standards. Details in this specification shall not be construed as establishing the limits of the T&D Contractor's responsibility.

#### **5.6 Packaging**

The T&D Contractor shall provide bulk containers for packaging TSCA and hazardous materials/wastes consistent with the authorizations referenced in the Hazardous Materials Table in 49 CFR 172, Section 101, and Column 8. Bulk and non-bulk packaging shall meet the Materials Table, 49 CFR 172, and Section 101. Each packaging shall conform to the general packaging requirements of Subpart B or 49 CFR 173, to the requirements of 49 CFR 178 at the specified packing group performance level, and to the requirements of special provisions of column 7 of the Hazardous Materials Table in 49 CFR 172, Section 101. The T&D Contractor shall also provide other packaging related materials such as materials used to cushion or fill voids in over-packed containers. Sorbent materials shall not be capable of reacting dangerously with, being decomposed by, or being ignited by the hazardous materials being packaged. Additionally, sorbents used to treat free liquids to be disposed of in landfills shall be non-biodegradable as specified in 40 CFR 264, Section 314.

#### **5.7 Markings**

The T&D Contractor shall provide markings for each TSCA or hazardous material/waste package, freight container, and transport vehicle consistent with the requirements of 49 CFR 172, Subpart D. Markings shall be capable of withstanding, without deterioration or substantial

color change, a 180-day exposure to conditions reasonably expected to be encountered during container storage and transportation.

### **5.8 Labeling**

The T&D Contractor shall provide primary and secondary labels for TSCA and hazardous materials/wastes consistent with the requirements in the Hazardous Materials Table in 49 CFR 172, Section 101, and Column 6. Labels shall meet design specifications required by 49 CFR 172, Subpart E including size, shape, color, printing, and symbol requirements. Labels shall be durable and weather resistant and capable of withstanding, without deterioration or substantial color change, a 180-day exposure to conditions reasonable expected to be encountered during container storage and transportation.

### **5.9 Placards**

For each off-site shipment of TSCA and hazardous material/waste, the T&D Contractor shall provide primary and secondary placards consistent with the requirements of 49 CFR 172, Subpart F. Placards shall be provided for each side and each end of bulk packaging, freight containers, transport vehicles, and rail cars requiring such placards. Placards may be plastic, metal, or other material capable of withstanding, without deterioration, a 180-day exposure to open weather conditions and shall meet design requirements specified in 49 CFR 172, Subpart F.

### **5.10 Spill Response Materials**

The T&D Contractor shall provide spill response materials including, but not limited to, containers, adsorbent, shovels, and personal protective equipment. Spill response materials shall be available at all times in which T&D materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of material being handled.

### **5.11 Equipment and Tools**

The T&D Contractor shall provide miscellaneous equipment and tools necessary to handle T&D materials and wastes in a safe and environmentally sound manner.

### **5.12 Spill Response**

The T&D Contractor shall respond to any spill of material, which is in its custody or care, pursuant to this contract. All spill response or cleanup costs shall be the responsibility of the T&D Contractor, at no additional cost to the City. Any direction from the City Project Manager or his/her designated representative concerning a spill or release shall not be considered a change under the contract. The T&D Contractor shall comply with all applicable requirements of federal, state and local laws and regulations regarding any spill incident.

The T&D Contractor shall be responsible for complying with the emergency contact provisions in 49 CFR 172, Section 604. Whenever the T&D Contractor ships TSCA or hazardous material,

it shall provide a 24-hour emergency response contact and phone number of a person knowledgeable about the TSCA or hazardous material being shipped and who has comprehensive emergency response and incident mitigation information for that material, or has immediate access to a person who possesses such knowledge and information. The phone must be monitored 24 hours a day, 7 days a week when TSCA or hazardous materials are in transportation, including during storage incidental to transportation. The T&D Contractor shall ensure that information regarding this emergency contact and phone number is placed on all TSCA or hazardous material shipping documents. The T&D Contractor shall designate an emergency coordinator and post the following information at areas in which wastes are managed:

- o Name of emergency coordinator;
- o Phone number through which the emergency coordinator can be contacted on a 24 hour basis;
- o Telephone numbers of the local fire department; and
- o Location of fire extinguishers and spill control materials.

In the event of a spill or release of TSCA or hazardous material, the T&D Contractor shall notify the City Project Manager or his/her designated representative immediately. If the spill exceeds a reporting threshold, the T&D Contractor shall follow the pre-established procedures for immediately reporting to the City Project Manager or his/her designated representative and any other reporting required by federal, state or local laws or regulations.

### **5.13 Decontamination of Equipment**

At the conclusion of the use of any individual container, the T&D Contractor shall assure decontamination and document that all shipping containers meet USDOT shipping criteria prior to releasing the container. After final use, the T&D Contractor must provide documentation to the satisfaction of the City Project Manager that all equipment that was utilized during the project has been adequately decontaminated and that no objectionable materials remain on the equipment.

### **5.14 Reporting and Coordination Requirements**

The T&D Contractor shall maintain direct, concise and daily contact/coordination with the OSC, USACE, City Project Manager, and the demolition contractor concerning site operations and scheduling for off-site shipments. Anticipated loading/shipping schedules for the following two week period will be outlined by the demolition contractor at the daily meetings (see section 3.0.p). The T&D Contractor shall be responsible for maintaining adequate records to support all project information needs, including any exception reports (see Part A, Section 6.3.1 below).

**PLACEHOLDER: AVX COMMENT RE. REPORTING REQUIREMENTS AND RECORD RETENTION. [AVX - see AOC s.XI. Is T&D Contractor bound by same?]**

## 6.0 WASTE DISPOSAL REQUIREMENTS AND RESPONSIBILITIES

### 6.1 Waste Management Plan (WMP)

The T&D Contractor shall execute the requirements of this contract in accordance with an approved WMP. **The WMP shall be submitted as part of the Applicant's initial proposal to the City.** The plan shall detail the manner in which the material shall be managed from the time the T&D Contractor accepts custody of the material until acceptance and final disposal of the material at the designated facility ("cradle to grave"). The plan will describe the types and volumes of materials to be managed as well as the management practices to be utilized. The plan will describe and elaborate upon the specific standard operating procedures the Applicant shall implement to receive, manage, dispose of and monitor the materials.

The WMP shall address the following at a minimum, as appropriate:

- Disposal or reuse facility name and EPA Identification Number.
- Disposal or reuse facility location.
- Name of responsible contact for the facility.
- Telephone and fax numbers for the contact.
- A listing of all permits, licenses, letters of approval and other authorizations to operate.
- Testing and analysis requirements of the disposal facility(ies) for the various types of materials/ debris to be disposed of.
- Draft shipping documents.
- Draft land disposal restriction notification.
- List of corresponding proposed labels, packages, marks, and placards to be used for shipment.
- Waste Acceptance Criteria and Non-Conforming Waste.
- Supporting waste analysis documents.
- Advance shipment notification forms.
- Waste Reception: The Applicant shall describe all points of reception for all waste conveyances. Information for the waste receiving points, methods of offloading, distance from rail spur and/or access road to disposal site, acceptance rate, temporary storage capacity, decontamination procedures, and inclement weather operations. The narrative on function, design, capacity, and expected operational capacity shall include information on the following equipment items:
  - Conveying equipment;
  - Pollution control equipment; and
  - Spill control equipment.

- Formal measurement and documentation process: The Applicant shall describe, in detail, the measurement and documentation process used for the receipt, acceptance processing, and disposal of materials received.
- Tracking and communications systems: The Applicant shall describe, in detail, the tracking system implemented for acceptance, decontamination, and release of waste conveyances from the facility. Procedures used to formally notify the carrier to retrieve decontaminated conveyances shall be detailed. The Applicant shall specify the criteria used to determine whether each conveyance is suitable for restricted or unrestricted reuse. Include average turnaround times to be experienced by the facility.
- Long-term monitoring of disposed materials.
- Auditing and corrective action procedures.
- The T&D Contractor shall specify and describe the units or cells that the proposed disposal facility will use to manage the waste and provide dates of construction and beginning of use. If applicable, drawings may be provided.
- The T&D Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
- The T&D Contractor shall provide the date of the proposed disposal facility's last compliance inspection.
- List of all active compliance orders, enforcement notices or notices of violation issued against proposed transporters and disposal facilities. State the source and nature of the cause of violation, if known. If groundwater contamination is noted for the disposal facility, provide details of the facility's groundwater monitoring program.
- Designation and utilization of a readily accessible point or points of delivery (e.g., plant, warehouse, store, lot, warehouse unloading platform, receiving dock or other location to which shipments can be made) for the carrier's conveyances. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges, incurred by the T&D Contractor, or any of its subcontractors, at any tiers, either before or after, or for "constructive placement" as defined in carrier tariffs, unless such charges are caused by an act or order of the City acting in its contractual capacity.
- Method for formally documenting to the City the receipt of each shipment. Chain-of-custody and security control procedures shall be implemented for all shipments received.
- Inspection and decontamination procedures for all conveyances used to transport material. These procedures shall be in accordance with applicable or relevant and appropriate Federal, State and local regulations.
- Communication procedures that will be used to formally notify (e.g., by certified mail/return receipt and/or confirmed fax) the carrier to retrieve decontaminated conveyances. The Applicant shall specify the criteria to be used to determine if each conveyance is suitable for restricted or unrestricted reuse.
- Existing engineering controls, safe work practices, contingency plans and other standard operating procedures used to contain contaminated waste during unloading, placement,

and disposal. The Applicant shall include procedures used to minimize impacts of adverse weather occurrences (e.g., erosion due to wind and rain).

- Provide the technical approach for permanent disposal of material according to applicable licenses and permits, held by the T&D Contractor, and in accordance with all applicable, relevant and appropriate Federal, State and local regulations.
- Results of the facility's most recent State compliance inspection. Indicate all types of waste that is or has been accepted at the facility. Provide certification that the facility will accept the conforming waste material in total. Provide assurance that the site is capable of accepting the waste year-round. As an alternative, show that the facility is licensed to temporarily stockpile the waste during inclement weather or other unsuitable periods, and include a contingency plan to address alternate waste disposal facilities in the event that the proposed facility is unavailable for an extended period of time that would preclude temporary stockpiling of waste.
- A listing of all permits, licenses, letters of approval and other authorizations to operate applied for by proposed transporters and disposal facilities but not yet granted or issued. Provide dates of applications submitted. Planned submittals shall also be noted.
- Copies of all waste description and other forms that will be required for use by the City in performance of this contract as specified in Section 5.4 Shipping Documents. It is the responsibility of the T&D Contractor to ensure that the analytical results provided by the City are acceptable and that the waste contaminants identified are in compliance with all applicable permits and licenses.

## 6.2 TSCA Waste Minimization Plan (TWMP)

The T&D Contractor shall execute the requirements of this contract in accordance with an approved TWMP. *The TWMP shall be submitted as part of the Applicant's initial proposal to the City.* The TWMP shall detail the manner in which the Applicant plans to comply with the requirement of Section 3.n (Part A) herein to minimize the City's total disposal cost by maximizing the disposal or reuse volume of those materials identified in Section 2.5 herein as potentially being contaminated below the TSCA criteria of 50 ppm and 10 ug/100cm<sup>2</sup> for porous and non-porous materials, respectively.

The TWMP shall address the following, as appropriate:

1. The materials most likely to be handled as non-TSCA waste;
2. Any additional decontamination or washing activities anticipated to reduce PCB contamination to below TSCA regulatory criteria, with as much detail as possible regarding the specifics means and methods of this decontamination or washing activity;
3. The engineering controls, safe work practices, contingency plans and other operating procedures to be used to collect, contain and dispose of TSCA and hazardous substances during washing, wiping or other decontamination activities for potentially reusable materials. The Applicant shall include procedures used to 1) prevent ambient air

emissions above the performance levels established in Attachment F hereto, and 2) prevent water runoff from any washing or decontamination efforts pursuant to this Section. Note that, provided the Applicant secures and fully complies with an industrial pre-treatment permit from the City, wash water less than 5 ppb (ug/l) may be sent to the City sewer;

4. The area in square feet that would be required for this effort;
5. The types and frequencies of sampling, analytical methods and turnaround times specific to each waste material type, that would be required for this effort; and
6. Any other pertinent aspects of this work that the City should be aware of.

### **6.3 Waste Acceptance and Non-Conforming Waste Procedures**

#### **DEFINITIONS:**

- **ARRIVAL:** The date shipments are dropped-off at the T&D Contractor's designated waste disposal facility.
- **RECEIPT:** The date receipt inspection is completed by the waste disposal facility. Upon completion of the receipt inspection, the T&D Contractor will assign a "bates" number to the waste manifest. The waste disposal facility shall receive waste within one (1) calendar day after arrival at the designated waste disposal facility.
- **ACCEPTANCE:** The date the T&D Contractor's designated disposal facility signs the manifest.
- **DISCOVERY:** The date the T&D Facility inspects the conveyance.
- **CONSTRUCTIVE PLACEMENT:** When, due to some inability on the part of the consignor or consignee, a T&D vehicle cannot be placed for loading or unloading at a point previously designated by the consignor or consignee and it is placed elsewhere. It is then considered as being under Constructive Placement and subject to demurrage, rules and charges, the same as if it were actually placed at the designated point.
- **DEMURRAGE:** A Carrier's charge made on conveyance or other equipment held by or for consignor or consignee for loading or unloading, for forwarding directions or for any other purpose.
- **CONSIGNEE:** The individual or organization to which waste is shipped (i.e., Disposal Facility).
- **CONSIGNOR:** The individual or organization shipping freight to a consignee (i.e., T&D Contractor).

**6.3.1 Non-conforming Waste.** An acceptance decision shall be made by the Disposal Facility. If the waste is determined to be non-conforming by the Disposal Facility, the T&D Contractor shall notify the City Project Manager, the OSC and the Demolition Project Coordinator by telephone, fax, or email within 24 hours. After this notification, the T&D Contractor shall provide a written copy of the "exception report" to the City Project Manager, the OSC and the Demolition Project Coordinator within two calendar days. This problem report shall include:

- A description of why the waste is non-conforming.
- Photographs and/or analytical results
- A description of the steps required to make the waste conforming
- The number or calendar days required to make the waste conforming, and
- An estimated cost for these services. The cost proposal shall include a complete breakout of all components.

Once this information is received and acknowledged by the City Project Manager, the additional work required to make the waste conforming shall be the subject of a contract modification.

**6.3.2 Notice of Violation.** The T&D Contractor shall provide the City Project Manager, the OSC and the Demolition Project Coordinator copies of all Notices of Violations received during the prosecution of this work, within two calendar days of receipt:

**6.3.3 Responsibility for Coordination.** The City is not responsible for any cost incurred by the failure of the T&D Contractor to effectively coordinate receipt of material.

**6.3.4 Documentation.** The T&D Contractor shall deliver to the City Project Manager the following reports in an original and three copies:

A monthly report, which accounts for all waste material received. This report shall provide the volume of material handled from the site of origin. The report shall contain:

- Shipment/container number;
- Volume received by Unit Price Schedule line item (see Attachment A below);
- Dates sampling and analysis were performed by disposal facility (if any) and sample results;
- Date of material receipt;
- Date of material acceptance;
- Date conveyance was released;
- A description of any containers not accepted and the reason(s) for this;
- Copies of all pertinent documentation (i.e., manifests, analytical results, photos of non-compliant material); and

- The status of each conveyance as of report date.

A final report shall be submitted 30 calendar days after physical completion of this contract and shall include the following:

- An accounting of all materials disposed;
- Certification that all vehicles and containers were properly decontaminated prior to release for other services;
- Description of the actual methods utilized for disposal and decontamination;
- Final quantities received by line item;
- Any problems encountered (i.e., non-compliant shipments, and supporting documentation); and
- Copies of final manifests, bills of lading or related shipping documents.

## **7.0 NOTIFICATIONS**

The T&D Contractor shall immediately provide to the City Project Manager or his/her designated representative, the OSC and the Demolition Project Coordinator copies of any notice of non-compliance or notice of violation from any federal, state or local regulatory agency issued in connection to any work performed under this contract. The T&D Contractor shall furnish all relevant documents regarding the incident and any information requested by the City Project Manager or the OSC and shall coordinate its response to the notice with the City Project Manager or his/her designated representative and the OSC prior to submission to the notifying authority. The T&D Contractor shall also furnish a copy to the City Project Manager or his/her designated representative and the OSC of all documents submitted to the regulatory authority, including the final reply to the notice, and all other materials, until the matter is resolved.

All communications regarding execution of this contract shall be made through the City Project Manager or designated representative. Upon receipt of any non-conforming material, the Contractor shall immediately notify the City Project Manager, via facsimile or email. Within 48 hours of receipt, the T&D Contractor shall provide supporting documentation such as photographs and/or analytical results.

## **8.0 REGULATIONS AND STANDARDS**

All waste transportation and disposal activities shall meet or exceed all requirements established by federal, state and local laws and regulations, which are applicable. These requirements are amended frequently and the T&D Contractor shall be responsible for complying with amendments as they become effective. In the event that compliance exceeds the scope of work or conflicts with specific requirements of the contract, the T&D Contractor shall immediately provide written notification to the City Project Manager or his/her designated representative.

Services covered in this Contract shall comply, at a minimum, with the latest edition of the following applicable regulations and standards. In addition, the T&D Contractor shall comply with all applicable OSHA, USDOT and state standards.

- 10 CFR 19; Notices, Instructions and Reports to Workers: Inspection and Investigation;
- 40 CFR 261; Identification and Listing of Hazardous Waste
- 40 CFR 262; Standards Applicable to Generators of Hazardous Waste
- 40 CFR 263; Standards Applicable to Transporters of Hazardous Waste
- 40 CFR 264; Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
- 40 CFR 265 D; Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 40 CFR 266; Standards for the Management of Specific Hazardous Waste and Specific Types of Hazardous Waste Management Facilities
- 40 CFR 268; Land Disposal Restrictions
- 40 CFR 270; EPA Administered Permit Programs: The Hazardous Waste Permit Program
- 40 CFR 300; National Oil and Hazardous Substances Pollution Contingency Plan
- 40 CFR 302; Designation, Reportable Quantities, and Notification
- 40 CFR 761, *et seq.*; Toxic Substance Control Act
- 49 CFR 107; Hazardous Materials Program Procedures
- 49 CFR 172; Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements.
- 49 CFR 172; Sub Part F, Special Placarding provisions: Rail
- 49 CFR 173; Shippers - General Requirements for Shipping and Packing
- 49 CFR 174; Carriage by Rail
- 49 CFR 178; Specifications for Packing
- 49 CFR 263; Standards Applicable to Transporters of Hazardous Waste
- 49 CFR 264; Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities (for offsite disposal)

**COOPERATIVE AGREEMENT ATTACHMENT 2**

**6/24/09 DRAFT BID SHEET AND UNIT PRICE SCHEDULE  
TRANSPORTATION AND DISPOSAL OF BULK TSCA AND NON-TSCA  
DEMOLITION WASTE FROM THE VACANT AEROVOX MILL**

NOTES:

- a. Unit prices included herein shall be effective for the duration of the T&D work.
- b. Unit prices included herein shall include all associated laboratory testing costs. **All such laboratory testing costs shall be based on a maximum 4 day turn-around time.**
- c. For potentially recyclable or reusable materials, the unit prices included herein shall include any and all costs for sampling, washing or decontamination, including containment and disposal of all such wash waters or solvents. **The maximum turn-around time for all associated sampling shall be 4 days.**

1. **MOBILIZATION AND DEMOBILIZATION** \$ \_\_\_\_\_ (lump sum)

2. **ON-SITE LABOR FOR T&D SUPPORT** \$ \_\_\_\_\_ (lump sum)  
*Assume staff of 2, 23 weeks @ 60 hours/week*

3. **PCB – MIXED DEBRIS, EQUIPMENT, AND BUILDING MATERIALS**  
*Total quantity of ALL debris to be transported and disposed is estimated at 30,000 tons.*

- 3.1 < 2 ppm PCBs \$ \_\_\_\_\_ /ton
- 3.2 2 - 49 ppm PCBs \$ \_\_\_\_\_ /ton
- 3.3 > 50 ppm PCBs\* \$ \_\_\_\_\_ /ton

**\*as discussed in Part A, Section 1.6 above, this line item 3.3 will be the basis of the evaluation of the Offerors' cost effectiveness pursuant to this solicitation.**

4. **STEEL (contaminated by contact with non-liquid PCBs)**  
*Total quantity of steel beams and steel plate associated with the building is estimated at 1,216 tons*

- 4.1 Unrestricted Reuse/Disposal (40 CFR 761.79) \$ \_\_\_\_\_ /ton
- 4.2 Smelter Permitted (40 CFR 761.72(a)) \$ \_\_\_\_\_ /ton

5. **STEEL (contaminated by contact with liquid PCBs)**

- 5.1 < 10 ug PCBs/100 cm<sup>2</sup> - Unrestricted Reuse/Disposal (40 CFR 761.79) \$ \_\_\_\_\_ /ton
- 5.2 10 - <100 ug PCBs/100 cm<sup>2</sup> - Smelter Permitted (40 CFR 761.72(a)) \$ \_\_\_\_\_ /ton

6. **COPPER (contaminated by contact with non-liquid PCBs)**

- 6.1 Unrestricted Reuse/Disposal (40 CFR 761.79) \$ \_\_\_\_\_ /ton
- 6.2 Smelter Permitted (40 CFR 761.72(a)) \$ \_\_\_\_\_ /ton

**7. COPPER (contaminated by contact with liquid PCBs)**

- 7.1 < 10 ug PCBs/100 cm<sup>2</sup> - Unrestricted Reuse/Disposal (40 CFR 761.79) \$ /ton
- 7.2 10 - < 100 ug PCBs/100 cm<sup>2</sup> - Smelter Permitted (40 CFR 761.72(a)) \$ /ton

**8. WOOD COLUMNS AND BEAMS**

*Total quantity of wood columns was estimated at 110 tons (BBL, 1998), but may be biased high since many 2<sup>nd</sup> and 3<sup>rd</sup> floor columns are now known to be hollow. Quantity of wood beams is unknown.*

- 8.1 1 ppm PCBs or less - Unrestricted Reuse/Disposal (40 CFR 761.61) \$ /ton
- 8.2 >1 and < 50 ppm PCBs - Special Waste Landfill (40 CFR 761.61) \$ /ton

**9. GRANITE WINDOW SILLS**

*Total quantity estimated at 330 sills.*

- 9.1 <10 ug/100 cm<sup>2</sup> - Unrestricted Reuse/Disposal (40 CFR 761.61) \$ / sill

**10. STEEL SHELVING**

*Total estimated linear footage (various size shelving) is 1,600 ft*

- 10.1 <10 ug PCBs/100 cm<sup>2</sup> - Unrestricted Reuse/Disposal (40 CFR 761.79) \$ /linear ft

**11. PCB LIQUIDS**

*PCB liquids are NOT expected to be part of the demolition debris generated by the demolition contractor, but may be generated by the T&D Contractor as a result of washing the demolition debris in order to maximize the amount of non-TSCA waste per RFP Part A, Section 3.n*

*PCB - Oil*

- 11.1 < 2 ppm \$ \_\_\_\_\_/gallon
- 11.2 >2, < 25 ppm \$ \_\_\_\_\_/gallon
- 11.3 >25, <50 ppm \$ \_\_\_\_\_/gallon
- 11.4 > 50 ppm \$ \_\_\_\_\_/gallon

*PCB - Water*

- 11.5 < 2 ppm \$ \_\_\_\_\_/gallon
- 11.6 <25 ppm \$ \_\_\_\_\_/gallon
- 11.7 <50 ppm \$ \_\_\_\_\_/gallon
- 11.8 > 50<500 ppm \$ \_\_\_\_\_/gallon
- 11.9 >500 <10,000 ppm \$ \_\_\_\_\_/gallon
- 11.10 >10,000 ppm \$ \_\_\_\_\_/gallon

**12. Non-PCB Capacitors**

*The T&D Contractor must verify that these capacitors (e.g., unshipped final product) were manufactured post-1978 and that they do not contain PCB oils.*

(load = 25 yard container, total quantity unknown)

12.1 Transportation \$ \_\_\_\_\_/load  
12.2 Recycling \$ \_\_\_\_\_/load

**13. HAZARDOUS WASTE (mercury-contaminated wood/flooring, minimal amount expected; drum = 55 gallon)**

13.1 Disposal at RCRA Subtitled C Licensed Facility \$ \_\_\_\_\_/drum  
13.2 Disposal at a TSCA facility Licensed to accept Hazardous Waste \$ \_\_\_\_\_/drum

**14. BRICK**

14.1 1 – 49 ppm PCBs \$ \_\_\_\_\_/ton  
14.2 <1 ppm PCBs \$ \_\_\_\_\_/ton

The undersigned hereby submits the above Price Proposal to the City of New Bedford in response to this Request for Proposals (RFP).

Proposer's Name:

Owner's Name (if different from Applicant):

Owner Entity and State of Incorporation:

Applicant's Address:

Applicant's Telephone:

Applicant's E-Mail:

Applicant's Fax Number:

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**COOPERATIVE AGREEMENT ATTACHMENT 3**

**(Extracted from 7/8/09 draft demolition Scope of Work)**

**Basement Backfilling.**

1. Respondent shall place clean backfill into the basement hole created by the building demolition. This backfill shall meet or exceed the S-1 chemical criteria of the MCP at 310 CMR 40.0975, and be structurally suitable for supporting, at a minimum, parking lot loads. This backfill shall also meet the Massachusetts Highway Department's specifications for Gravel Borrow (M1.03.0), Type a, modified as follows:

Gravel Borrow shall consist of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings, and deleterious material. Gradation requirements for gravel shall be determined by AASHTO T 11 and T 27 and shall perform to the following:

Sieve Designation	Percent Passing
12.5 mm	50 - 85
4.75 mm	0 - 75
300 um	8 - 28
75 um	0 - 10

Maximum size of stone in gravel shall be 150 mm in the largest dimension. The use of Processed Glass Aggregate meeting the requirements of M2.01.8 may be homogeneously blended with the processed gravel up to an addition rate of 10% by mass. The resulting blend will meet the physical requirements specified above.

Respondent may propose alternate structural fill material that differs from the Gravel Borrow standard described above, and utilize this alternate material with prior approval from EPA, provided that this alternate material meets or exceeds the S-1 chemical criteria of the MCP at 310 CMR 40.0975 and is suitable for supporting parking lot loads.