

APPENDIX B
STATEMENT OF WORK
AIRPORT PROPERTY PORTION OF THE
RAYMARK INDUSTRIES, INC. SUPERFUND SITE
STRATFORD, CONNECTICUT

Pursuant to
Administrative Settlement Agreement and Order on Consent
CERCLA Docket No. 01-2013-0011

I. INTRODUCTION

This Statement of Work (“SOW”) identifies the components of the work required pursuant to an *Administrative Settlement Agreement and Order on Consent For Removal Action* (“Settlement Agreement”) (CERCLA Docket No. 01-2013-0011) for the Airport Property, as defined in the Settlement Agreement. Under this SOW, Respondent shall prepare and submit to the U.S. Environmental Protection Agency – Region I (“EPA”) for approval the items identified below. The removal action conducted under this Settlement Agreement and SOW shall abate the potential danger to public health or welfare or the environment that may otherwise result from the actual or threatened release of Raymark Waste at or from the Airport Property. Unless otherwise expressly provided in this SOW, terms used in this SOW that are defined in the Settlement Agreement shall have the meaning assigned to them in the Settlement Agreement.

General Requirements

- 1) The On-Scene Coordinator (“OSC”) shall be the primary contact for communications between EPA and Respondent related to the implementation of the SOW. Respondent shall communicate freely with the OSC prior to and during the development of plans and deliverables, and routinely throughout the implementation of the Work. Open and routine communication will result in the most effective, safe, and efficient cleanup. If deliverables are required, draft documents may be submitted for consideration prior to the due date and submission of the final documents.
- 2) Respondent shall perform and complete all activities in accordance with the CERCLA, the NCP, applicable guidance documents provided by EPA, and the provisions of this Settlement Agreement, including any standards, specifications, and time schedules contained in the SOW, specified by the OSC, or contained within EPA-approved plans.
- 3) In conducting all activities under this Settlement Agreement, Respondent shall comply with Section 300.150 of the NCP (40 C.F.R. 300.150), which references the standards promulgated by the Occupational Safety and Health Administration (Hazardous Waste Operations and Emergency Response, 29 C.F.R. 1910.120), including the development and implementation of a Health and Safety Plan.
- 4) Unless otherwise specifically indicated, each required deliverable generated pursuant to the specific requirements below must be approved by the OSC prior to implementation and performed in accordance with that approval. The OSC may provide partial or conditional approvals as needed.
- 5) By telephone or otherwise, Respondent shall inform EPA no less than three (3) business days prior to starting disposal activities. (In the event of an emergency, Respondent shall immediately take all appropriate action as required by Paragraphs 47 and 48 of the Settlement Agreement.)

- 6) Notwithstanding any other specifically required document submissions to EPA, Respondent shall submit to EPA a report every two weeks detailing Airport Property activities relating to this Settlement Agreement, problems encountered, scheduling, other important issues, and activities anticipated in the two weeks to follow. Respondent shall also participate in a weekly conference call with the OSC to discuss past and planned activities, forthcoming decisions, and future communications.
- 7) The OSC may require the Respondent to alter or expand upon plans after approval, based on new information, changed Site conditions, or subsequently identified deficiencies.

II. WORK TASKS

1) Respondent shall submit Cleanup Contractor and Project Coordinator information to EPA for review and approval.

Within seven (7) days of CTDOT engaging an environmental service contractor, Respondent shall submit to EPA the name, address, telephone number, and qualifications of such environmental service contractor(s) designated to perform the Work required by the Settlement Agreement and SOW in accordance with all of its terms and conditions (the "Cleanup Contractor"). Respondent shall notify EPA of the name, address, telephone number and qualifications of any other contractor(s) or subcontractor(s) to be used at the Airport Property within seven (7) days in advance of their performance of any work under this Settlement Agreement.

Within seven (7) days of the Effective Date of this Settlement Agreement, Respondent shall also designate a Project Coordinator, who shall be responsible for administration of all of Respondent's actions called for by this Settlement Agreement and SOW, and shall submit the Project Coordinator's name, address, telephone number and qualifications to EPA. EPA will deem the Project Coordinator's receipt of any notice or communication from EPA relating to this Settlement Agreement and SOW as receipt by Respondent.

1) Within thirty (30) days of commencing activities at the Airport Property:

a. Respondent shall post security signs and secure the Airport Property.

Respondent shall post signs to alert visitors of the activities being performed at the Airport Property. At a minimum, Respondent shall post "Hazardous Substances Present" warning signs at the perimeter of the work area.

Respondent shall take necessary precautions to prevent unauthorized access into the work area where excavations are being conducted during the course of the removal action, including but not limited to, the placement and maintenance of fencing and replacement

of any missing or illegible signs. If, in the judgment of the OSC, these precautions are not preventing unauthorized access to the work area, the OSC may require that the Respondent provide 24-hour security until the active phase of the Work is complete.

b. Community Relations Support Plan

Respondent shall submit a Community Relations Support Plan to EPA for review and approval. Such a Plan shall identify how Respondent shall support EPA's efforts relative to the existing EPA Community Relations Plan, including interacting with, and conveying information to, residents and businesses abutting or adjacent to the Airport Property, government officials, and the general community.

3) Raymark Waste Delineation Report

Respondent has developed and EPA has approved a Raymark Waste Delineation Work Plan (Revision 5 dated October 16, 2012) for characterizing the soil at the Airport Property. Field work, in accordance with the approved Delineation Work Plan, has begun but additional field work is needed. Within thirty (30) days of the completion of the remaining field work, Respondent shall submit a Raymark Waste Delineation Report to EPA, for EPA review and approval, that summarizes the results of field work performed to characterize the Airport Property.

4) Within thirty (30) days of the later of (i) receipt of EPA's approval of the Raymark Waste Delineation Report or (ii) the Effective Date of the AOC, Respondent shall submit to EPA a draft Raymark Waste Removal Work Plan ("Work Plan") for removal activities for EPA review and approval.

4.a. The Work Plan shall contain, at a minimum, a description of and a proposed schedule for implementation of the Work and shall describe, at a minimum, how Respondent will perform the following:

- 1) identify and characterize hazardous substances necessary for removal, as required by all applicable or relevant and appropriate requirements ("ARARs");
- 2) identify and characterize waste streams and develop waste disposal profiles;
- 3) excavate soils on the Airport Property contaminated with Raymark Waste;
- 4) describe the monitoring, engineering controls, and other actions to be employed that will demonstrate that adjacent properties will not be exposed to contaminants present at the Site as a result of implementing the Work. Air monitoring to address the potential off-site migration of airborne contaminants must be specifically addressed in the Work Plan, the Health and Safety Plan (described below), or in a separate, stand-alone plan;

- 5) provide transportation and disposal of the hazardous substances identified for removal, including but not limited to, PCB-, lead-, and asbestos-contaminated soils, to EPA-approved off-site disposal and recycling facilities permitted to accept the waste;
- 6) describe any pretreatment or stabilization of soils planned prior to disposal of Raymark waste;
- 7) prepare an ARARs Implementation Plan that describes how the Respondent will consider and implement ARARs, to the extent practicable, during excavation and off-Site disposal of Raymark Waste; and
- 8) repair response-related damage, including stabilization of disturbed areas and restoration of any impacted wetlands or streams.

4.b. The Work Plan shall describe the requirements for a Site-Specific Health and Safety Plan to be prepared by the Cleanup Contractor and shall include a provision that such Plan shall be submitted to EPA for review and comment within thirty (30) days of the Cleanup Contractor being engaged to perform the Work. Respondent shall require that all persons performing Work at the Site in connection with this Settlement Agreement comply with the requirements of the Health and Safety Plan.

The Health and Safety Plan shall, at a minimum:

- 1) Designate an on-site Health and Safety Supervisor, define his/her role and authority, and list any other critical personnel (including the alternate supervisor) who will assist the supervisor.
- 2) Characterize the safety and health risk or hazard analysis for each of the tasks and/or operations associated with the Work.
- 3) Specify the personnel training requirements necessary to comply with tasks and/or operations associated with the Work.
- 4) Specify appropriate levels of personal protective equipment that shall be worn to conduct the tasks and/or operations associated with the Work.
- 5) Specify medical surveillance requirements. Based upon the anticipated season when work will be performed and the required level of personnel protective equipment, the potential site-specific health hazards including physical stress due to temperature shall be included.
- 6) Specify the frequency and types of air and personnel monitoring. Identify the environmental sampling methods and the monitoring instrumentation to be used

(e.g., personal air sampling devices with filter cassettes).

7) Specify site control measures. The Health and Safety Plan shall include a site map with initial delineation of work zones (as zones change, the map shall be amended and resubmitted) as well as how the work zones will be cordoned off. Include the means by which all employees will be notified in an emergency, and location and identification of the nearest medical assistance.

8) Describe decontamination procedures for personnel, equipment and machinery that will be used to conduct the tasks and/or operations associated with the Work.

9) Include an Emergency Response Plan. The Emergency Response Plan shall describe the appropriate response to various contingencies that may reasonably be anticipated to arise during the course of implementing the work required under this Settlement Agreement. The Emergency Response Plan shall also include a list of emergency phone numbers and a map, which identifies the location and the route to the nearest hospital that will accept injured personnel.

10) Describe precautions to be taken to ensure the safety of local residents. The precautions shall include, but not be limited to, conducting air monitoring and implementing procedures to minimize migration of contaminants while conducting cleanup operations, e.g., wetting down ground surfaces to prevent fugitive dust emissions.

11) Describe spill containment program/procedures.

4.c The Work Plan shall include a Quality Assurance Project Plan

The Respondent shall submit to EPA for approval a Quality Assurance Project Plan ("QAPP") for the purpose of assuring that all analytical results generated during the Work are of known quality and consistent with the requirements of Paragraph 31 of the Settlement Agreement

5) Upon receipt of EPA approval of the Work Plan, Respondent shall perform the removal activities in accordance with the EPA-approved Work Plan and its schedule.

Respondent shall complete all required contaminant removal actions described in the EPA-approved Work Plan. Respondent shall transport all excavated waste materials for off-site disposal in accordance with the EPA Off-Site Rule, 40 CFR 300.440.

6) Respondent shall submit a Final Report to EPA for review and approval within 90 days after completion of all Work required by the Settlement Agreement.

The Final Report shall meet the requirements of Paragraph 34 of the Settlement Agreement and shall include:

- 1) a brief chronology of all Work;
- 2) an assessment of how the cleanup goals described in the Work Plan were met, including any approved deviations;
- 3) a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement;
- 4) appropriate photographs (prior to Work initiation, during various stages of Work progression, and at the completion of all Work);
- 5) a presentation of the analytical results of all sampling and analytical analyses performed, and all accompanying data and analyses;
- 6) a listing of quantities and types of materials removed off-site or handled on-site;
- 7) all hazardous waste manifests/bills of lading (legible), signed by the appropriate personnel (generator and disposal facility for manifests, generator for bills of lading) and any other applicable disposal documents and a listing of the ultimate destination(s) and disposal methods;
- 8) all relevant documentation generated during the removal action (*e.g.* manifests, invoices, contracts, permits);
- 9) the following certification, signed by a person who supervised or directed the preparation of the report:

“Under penalty of law, I certify to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

[END OF STATEMENT OF WORK.]