

**From:** Greg Mitchell  
**To:** Davis, Mary; Fitzgerald, Matt; Goldman, Michael; Knight, Suzanne; Le...  
**CC:** Kelly, Desiree  
**Date:** 11/3/2014 10:29 AM  
**Subject:** Fwd: RE: Bayside NEMR Environmental Site Clean-up Contract  
**Attachments:** ENPRO Quotes and Unit Costs.pdf; 2014.10.31 DRAFT NEMR Remediation Proposal.docx; Cap References.pdf; City-W&C Former NEMR SiteConsulting and Remediation Project Agreement Addendum 1.docx

To All,

Please review the attached Woodard and Curran proposal to clean up the city owned New England Metal Recycling site. Reminding folks that it is the city responsibility to clean up this property (per Federated Companies partnership documents) to support city investment in the construction of one parking structure included in the Federated midtown Project. I am sending this to all city staff which will be involved in this discussion and their involvement includes:

City Procurement. Suzanne and Matt Fitzgerald. The planned approach is to contract with Woodard and Curran who will subcontract with other firms as needed. Please note that the site environmental remediation work was bid some time ago and ENPRO agreed to hold their pricing until this December 15th.

City Investment. Suzanne, Greg and Mary Davis. There are two city financial sources to cover this expense. They include Bayside TIF Revenues for the first \$50,000 and HUD 108 Loan and BEDI Grant Program funds for the remainder associated with parking garage construction.

HUD Compliance. Mary Davis. Mary will advise about the process to meet HUD requirements.

Legal. Michael Goldman will advise regarding draft deed preparation and other legal matters, as needed.

Everyone appears to be available today at 4pm based upon a review of "busy search". I can host this meeting in my office conference room. Please confirm your availability for this meeting.

Thanks!

Greg

Greg A. Mitchell, Director  
Economic Development Dept.  
City of Portland  
389 Congress Street  
Portland, Maine 04101  
Tel. 207.874.8945  
Fax 207.756.8217  
gmitchell@portlandmaine.gov

( <http://www.portlandmaine.gov/> )

>>> Barry Sheff <[bsheff@woodardcurran.com](mailto:bsheff@woodardcurran.com)> 10/31/2014 2:13 PM >>>

Greg,

Here is DRAFT proposal (and the accompanying attachments) for your review and discussion. In particular, because this is a design build where we (w ENPRO) are going to be digging in the PCBs, we

need the additional language of the Addendum; this language is same language we used with the City for the Winding Way Drainage design-build project we completed for Dept Public Svc in late 2012/early 2013. Let me know when you've had a chance to review and we can walk through it, as necessary.

We want to make sure everyone is clear on this particular nuance of the remediation project, but as discussed, there may be some cost savings the City and Federated could realize if Federated completes the installation of the "engineered barrier" by their site contractor. If we/City complete the installation of the "engineered barrier", Federated will likely need to pay to disturb and restore (and document with EPA) the barrier is re-placed after utility and foundation construction. For this proposal and to give you a sense of total cost, we've included estimates for construction of the "engineered barrier" based on some preliminary pricing we solicited and received from Shaw Bros and RJ Grondin & Sons...I say preliminary pricing because we won't know fully what grading needs to happen until after the removal of the contaminated materials.

Jedd and I are looking forward to discussing this with you. Give me a call when you have a chance.  
Best  
Barry

**From:** Greg Mitchell [mailto:gmitchell@portlandmaine.gov]  
**Sent:** Friday, October 31, 2014 8:28 AM  
**To:** Barry Sheff  
**Subject:** Bayside NEMR Environmental Site Clean-up Contract

Barry,

Please advise when I can expect a WC contract for the above project.

Thanks, Greg

Greg A. Mitchell, Director  
Economic Development Dept.

City of Portland  
389 Congress Street  
Portland, Maine 04101  
Tel. 207.874.8945  
Fax 207.756.8217

gmitchell@portlandmaine.gov ( <mailto:gmitchell@portlandmaine.gov> )

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Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few

exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested. ㄹㄹ

**Tabulation of Estimated Cost Range- Pricing Valid Thru 12/15/14**

Date: Monday, October 20, 2014

Client: Woodard & Curran, Incorporated, 41 Hutchins Drive, Portland, ME 04102

Contact: Jedd Steinglass, Project Manager

Phone #: 800-426-4262 Fax #: 207-774-6635

Project: TSCA Soils To Model City Landfill, Model City, New York / Non-Hazardous Soils To Turnkey Landfill, Rochester, NH

Project Location: Former New England Metal Recycling Site, Somerset Street, Portland, ME 04101

Prepared by: Darryl R. Verville, ENPRO Services, Inc.



Does not include Woodard & Curran standard subcontractor management fee (10% of subcontracted costs)

TSCA SOILS TO CHEMICAL WASTE MANAGEMENT- MODEL CITY NEW YORK NON-HAZARDOUS SOILS TO WASTE MANAGEMENT, ROCHESTER, NEW HAMPSHIRE		ESTIMATED	UNIT OF	UNIT PRICE	ESTIMATED TOTAL PRICE	
Item	Description	QUANTITY	MEASURE	\$	\$	\$
<b>Site Preparation, Waste Profiling, Site Set-up and Mobilization</b>						
a	Site Specific Health and Safety Plan	1	to 1	EVENT	350	350 to 350
b	DIGSAFE Utility Marking	1	to 1	EVENT	0	0 to 0
c	Mobilization / Demobilization of Excavation Equipment	1	to 1	EVENT	1300	1,300 to 1,300
d	Portable Toilet	1	to 1	EVENT	200	200 to 200
e	Permits etc.- Responsibility of Owners)	1	to 1	EVENT	0	0 to 0
f	Energy Insurance Securities Surcharge ( 10.5%)	1,850	to 1,850	EIS FEE	0.105	194 to 194
<b>TOTAL ESTIMATED COST RANGE:</b>					<b>\$2,044</b>	<b>to \$2,044</b>
<b>Demolition and Removal of Concrete For Recycling- Assumes Non-PCB to Commercial-Scarborough, Me</b>						
a	Concrete Demolition ( Est 18" thickness)	3	to 4	DAY	1575	4,725 to 6,300
b	Concrete Loading for Offsite Transport	3	to 4	DAY	1025	3,075 to 4,100
c	Concrete Transport and Disposal for Recycling to Commercial Recycling, Scarborough, Me.	1,250	to 1,250	TON	15.5	19,375 to 19,375
d	Field Technician with Utility Truck,Skid Steer	5	to 6	DAY	875	4,375 to 5,250
e	Energy Insurance Securities Surcharge ( 10.5%)	31,550	to 35,025	EIS FEE	0.105	3,313 to 3,678
<b>TOTAL ESTIMATED COST RANGE:</b>					<b>\$34,863</b>	<b>to \$38,703</b>
<b>Excavation, Transport and Disposal of PCB contaminated Soils To Approved TSDF.</b>						
a	Roll-Off Container Delivery Charge	8	to 8	EACH	175	1,400 to 1,400
b	Roll-Off Rental	8	to 8	EACH	100	800 to 800
c	Roll-Off Liners	8	to 8	EACH	90	720 to 720
d	Excavator/Operator	3	to 3	DAY	1025	3,075 to 3,075
e	Field Technician/ with Utility Truck & Skid Steer	3	to 3	DAY	875	2,625 to 2,625
f	Non- Hazardous Soils To Waste Management- Turnkey Landfill/ 10 Ton Minimum Per Load Disposal	56	to 56	TONS	135	7,560 to 7,560
g	TSCA Only Soils Transport and Disposal to CWM-Model City New York.	57	to 57	TONS	455	25,935 to 25,935
h	Portable Glycol Heater (ground thawing)- Includes Set-Up	0	to 0	DAY	700	0 to 0
i	Decon and Wipe Testing	2	to 2	EVENT	475	950 to 950
j	State of Maine Hazardous Waste Tax	57	to 57	TAX	60	3,420 to 3,420
k	Energy Insurance Securities Surcharge ( 10.5%)	43,065	to 43,065	EIS FEE	0.105	4,522 to 4,522
<b>TOTAL ESTIMATED COST RANGE:</b>					<b>\$51,007</b>	<b>to \$51,007</b>
<b>Limiting Conditions and Assumptions:</b>					<b>\$87,914</b>	<b>\$91,754</b>

**Limiting Conditions and Assumptions:**

- Any regulatory notifications and/or work approvals are the responsibility of the City of Portland and/or its representation.
- Assumes PCB material ( CWM Model City, NY) is TSCA only.
- Transportation Fee of \$2,875 minimum per load- Disposal Fee of 10 /Tons Per Load on all loads to CWM- Model City
- Assumes Non-Hazardous WMI- Turnkey Landfill, Rochester, NH) material is from a known source of PCB concentration less than 50 PPM and approved by EPA.
- Transportation Fee of \$450 minimum per load- Disposal Fee of 10/Tons Per Load on all loads to WMI- Rochester, NH.
- Snow removal/plowing, if necessary, would be at T & M Rates.
- Additional analysis consisting of Total and TCLP Metals, VOC's,SVOC's will likely be required at additional costs.
- The profile and analytical test results provided by City of Portland and/or its representation, is representative of the waste chemistry.
- Energy-Insurance-Security (EIS) Recovery Fee will be invoiced at the current rate established by the Department of Labor's Producer Price Index for Fuels.
- Billing will be based upon actual tonnage of soils and concrete removed.
- All labor rates are based on a four (4) hour minimum and portal to portal Portland, Maine.
- All applicable state and local taxes and fees are included in above rates.
- All disposal prices are dependant on profile/waste approval
- Assumes concrete being removed meets the criteria of Commercial Recycling Scarborough, Maine and does not contain contamination exceeding any limits.
- Should rebar be present within the concrete, an additional \$10.00 per ton would apply to the disposal rates above.

Payment Terms: Should it be determined by the receiving disposal facility that a waste stream has been received off-specification from the information as profiled by the generator, a surcharge will be incurred. All payments are due upon receipt of invoice. An interest charge of 1.5% per month (18% per annum) will be charged and paid for on all outstanding balances that are over 30 days due. Should it be necessary to employ outside services to collect on any amount, it is specifically agreed that the client will pay all such costs, including reasonable attorney's fees and court costs. Pricing provided herein is valid for a period of 30 days.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Generator EPA ID #

**Tabulation of Estimated Cost Range**  
**Date:** Monday, October 20, 2014  
**Client:** Woodard & Curran, Incorporated, 41 Hutchins Drive, Portland, ME 04102  
**Contact:** Jedd Steinglass, Project Manager  
**Phone #:** 800-426-4262 **Fax #:** 207-774-6635  
**Project:** TSCA Soils To Model City Landfill  
**Project Location:** Former New England Metal Recycling Site, Somerset Street, Portland, ME 04101  
**Prepared by:** Darryl R. Verville, ENPRO Services, Inc.



Does not include Woodard & Curran standard subcontractor management fee (10% of subcontracted costs)

RCRA/ TSCA SOILS WITH TREATABLE METALS TO CHEMICAL WASTE MANAGEMENT- MODEL CITY NY NON-HAZARDOUS SOILS TO WASTE MANAGEMENT, ROCHESTER, NEW HAMPSHIRE		ESTIMATED	UNIT OF	UNIT PRICE	ESTIMATED TOTAL PRICE		
Item	Description	QUANTITY	MEASURE	\$	\$	\$	\$
<b>Site Preparation, Waste Profiling, Site Set-up and Mobilization</b>							
a	Site Specific Health and Safety Plan	1	to 1	EVENT	350	350	to 350
b	DIGSAFE Utility Marking	1	to 1	EVENT	0	0	to 0
c	Mobilization / Demobilization of Excavation Equipment	1	to 1	EVENT	1300	1,300	to 1,300
d	Portable Toilet	1	to 1	EVENT	200	200	to 200
e	Permits etc.- Responsibility of Owners)	1	to 1	EVENT	0	0	to 0
f	Energy Insurance Securities Surcharge ( 10.5%)	1,850	to 1,850	EIS FEE	0.105	194	to 194
<b>TOTAL ESTIMATED COST RANGE:</b>					<b>\$2,044</b>	<b>to</b>	<b>\$2,044</b>
<b>Demolition and Removal of Concrete For Recycling- Assumes Non-PCB to Commercial-Scarborough, Me</b>							
a	Concrete Demolition ( Est 18" thickness)	3	to 4	DAY	1575	4,725	to 6,300
b	Concrete Loading for Offsite Transport	3	to 4	DAY	1025	3,075	to 4,100
c	Concrete Transport and Disposal for Recycling to Commercial Recycling, Scarborough, Me.	1,250	to 1,250	TON	15.5	19,375	to 19,375
d	Field Technician with Utility Truck,Skid Steer	5	to 6	DAY	875	4,375	to 5,250
e	Energy Insurance Securities Surcharge ( 10.5%)	31,550	to 35,025	EIS FEE	0.105	3,313	to 3,678
<b>TOTAL ESTIMATED COST RANGE:</b>					<b>\$34,863</b>	<b>to</b>	<b>\$38,703</b>
<b>Excavation, Transport and Disposal of PCB contaminated Soils To Approved TSDF.</b>							
a	Roll-Off Container Delivery Charge	8	to 8	EACH	175	1,400	to 1,400
b	Roll-Off Rental	8	to 8	EACH	100	800	to 800
c	Roll-Off Liners	8	to 8	EACH	90	720	to 720
d	Excavator/Operator	3	to 3	DAY	1025	3,075	to 3,075
e	Field Technician/ with Utility Truck & Skid Steer	3	to 3	DAY	875	2,625	to 2,625
f	<b>Non- Hazardous Soils To Waste Management- Turnkey Landfill</b>	56	to 56	TONS	135	7,560	to 7,560
g	<b>RCRA/TSCA WITH Treatable Metals Transport and Disposal to CWM-Model City New York.</b>	57	to 57	TONS	565	32,205	to 32,205
h	Portable Glycol Heater (ground thawing)- Includes Set-Up	0	to 0	DAY	700	0	to 0
i	Decon and Wipe Testing	2	to 2	EVENT	475	950	to 950
j	State of Maine Hazardous Waste Tax	57	to 57	TAX	60	3,420	to 3,420
k	Energy Insurance Securities Surcharge ( 10.5%)	49,335	to 49,335	EIS FEE	0.105	5,180	to 5,180
<b>TOTAL ESTIMATED COST RANGE:</b>					<b>\$57,935</b>	<b>to</b>	<b>\$57,935</b>
<b>Limiting Conditions and Assumptions:</b>				<b>\$94,842</b>	<b>\$98,682</b>		

- Any regulatory notifications and/or work approvals are the responsibility of the City of Portland and/or its representation.
- Assumes PCB - RCRA/TSCA material ( CWM Model City, NY) is treatable at CWM for onsite treatment and disposal. A representative sample required prior to shipping waste.
- Transportation Fee of \$2.875 minimum per load- Disposal Fee of 10 /Tons Per Load on all loads to CWM- Model City
- Assumes Non-Hazardous WMI- Turnkey Landfill, Rochester, NH) material is from a known source of PCB concentration less than 50 PPM and approved by EPA.
- Transportation Fee of \$450 minimum per load- Disposal Fee of 10/Tons Per Load on all loads to WMI- Rochester, NH.
- Snow removal/plowing, if necessary, would be at T & M Rates.
- Additional analysis consisting of Total and TCLP Metals, VOC's,SVOC's will likely be required at additional costs.
- The profile and analytical test results provided by City of Portland and/or its representation, is representative of the waste chemistry.
- Energy-Insurance-Security (EIS) Recovery Fee will be invoiced at the current rate established by the Department of Labor's Producer Price Index for Fuels.
- Billing will be based upon actual tonnage of soils and concrete removed.
- All labor rates are based on a four (4) hour minimum and portal to portal Portland, Maine.
- All applicable state and local taxes and fees **are** included in above rates.
- All disposal prices are dependant on profile/waste approval
- Assumes concrete being removed meets the criteria of Commercial Recycling Scarborough, Maine and does not contain contamination exceeding any limits.
- Should rebar be present within the concrete, an additional \$10.00 per ton would apply to the disposal rates above.

Payment Terms: Should it be determined by the receiving disposal facility that a waste stream has been received off-specification from the information as profiled by the generator, a surcharge will be incurred. All payments are due upon receipt of invoice. An interest charge of 1.5% per month (18% per annum) will be charged and paid for on all outstanding balances that are over 30 days due. Should it be necessary to employ outside services to collect on any amount, it is specifically agreed that the client will pay all such costs, including reasonable attorney's fees and court costs. Pricing provided herein is valid for a period of 30 days.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Purchase Order Number
_____	_____
Title	Generator EPA ID #



October 31, 2014

Mr. Greg Mitchell, Director of Economic Development  
City of Portland  
Portland City Hall  
389 Congress Street  
Portland, Maine 04101

RE: **Proposal for Environmental Consulting and Site Remediation Services**  
Former New England Metal Recycling Site  
25 Somerset Street, Portland, Maine

Dear Mr. Mitchell:

Woodard & Curran is pleased to present this proposal to the City of Portland to provide environmental consulting and site remediation services related to the disposal of polychlorinated biphenyls (PCBs) present in soil at the former New England Metal Recycling property located at 25 Somerset Street in Portland, Maine (the Site)..

During the first phase of this project in early 2013, Woodard & Curran worked in collaboration with Tewhey Associates to prepare a PCB Remediation Plan in accordance with 40 CFR 761 for submittal to the U.S. Environmental Protection Agency (EPA). Woodard & Curran collected additional data and provided supplementary information requested by EPA between May and September of 2013. EPA issued a PCB Cleanup and Disposal Approval under 40 CFR 761.71(a) and (c) to the City on September 18, 2013 (the Approval).

The scope of work outlined in this proposal includes environmental consulting and site remediation services related to the implementation of the PCB Remediation Plan. Woodard & Curran will provide pre-remediation support, perform on-site monitoring and verification sampling, and prepare records and documentation as required by EPA and the Maine Department of Environmental Protection (MEDEP). In addition, Woodard & Curran will establish a contract with a qualified environmental services provider in order to complete the removal, management, and off-site disposal of PCB waste soil as described in the PCB Remediation Plan and the Approval.

Upon completion of the PCB removal activities required by the Approval, the installation of an engineered barrier is required by both the Approval and the MEDEP Voluntary Response Action Program (VRAP) to limit potential exposure to concentrations of PCBs that are to be left in place at the Site. The installation of this barrier must be completed prior to regulatory closure; this barrier must meet several performance requirements, which are focused to prevent or minimize human exposure, minimize the infiltration of water through the barrier, and inhibit erosion. Regulatory references that describe the applicable design and performance requirements for the barrier are enclosed with this proposal.

Woodard & Curran has included tasks to prepare a grading and engineered barrier design to temporarily manage stormwater runoff until redevelopment begins. We have also included tasks to provide the installation of the engineered barrier following the completion of the PCB removal, management, and disposal effort.

In addition, we understand that existing surface elevations at the Site are to be increased during the redevelopment to at least 12 feet above mean sea level (MSL) using clean fill, in order to meet flood plain, zoning, and insurance requirements. This elevation change is also a term of the Approval, though



Woodard & Curran has requested that EPA remove this obligation, as the installation of the engineered barrier should fulfill the regulatory requirements for closure. We are currently awaiting a response to this request.

Assuming that the filling and Site elevation change requirement is removed from the Approval, Woodard & Curran has not included the placement of imported clean fill in the scope of work for this proposal. It is our opinion that this activity is more consistent with construction work than remediation, and would be more efficiently completed by an earthwork contractor in a manner that is consistent with the pending site design during the redevelopment of the Site.

## **SCOPE OF WORK**

The proposed scope of work associated with this proposal includes the following tasks:

- Task 1 - Pre-Remediation Support
- Task 2 - Site Remediation
- Task 3 - Engineered Barrier
- Task 4 - Recordkeeping and Reporting

### **Task 1 - Pre-Remediation Support**

Under this task, Woodard & Curran will provide support to the City during the final planning stages leading up to remedy implementation. This will include the following:

- Attend and participate in a pre-construction meeting and as many as two conference calls with the City, and Federated Companies and its representatives;
- Deliver EPA submittals as required by the Approval;
- Perform a PCB extraction comparison study in order to reduce analytical costs and laboratory turn-around time.
- Conduct a GPS survey and lay out the excavation areas and future sampling locations in order to effectively direct the excavation activities and increase time efficiency once equipment is mobilized to the Site.
- Collect and analyze up to two composite waste characterization samples, which are necessary for disposal facility selection and approval. Pre-remediation waste characterization will also expedite the removal and disposal process.

### **Task 2 - Site Remediation**

Woodard & Curran will contract with ENPRO Services, Incorporated (ENPRO) in order to complete the required PCB-impacted soil removal, management, and disposal work. This work will include:

- Site preparation (including erosion and sedimentation controls) and set-up;
- Contaminated soil excavation and disposal; and
- The demolition and off-site recycling of a +/- 15,000 square foot concrete pad.



Woodard & Curran will provide on-site monitoring and verification sampling during the PCB remediation work to maintain compliance with the PCB Remediation Plan and the Approval. Woodard & Curran will also conduct interviews and review wage rates in accordance with Davis Bacon Act requirements. Finally, this task includes support activities associated with remedy implementation, including but not limited to communications and scheduling, data reduction and review, project team meetings and communications, and project administration.

For the purposes of this proposal, we have assumed that the PCB remediation work will be performed over the course of two weeks with 80 hours of on-site work over this period. However, this assumption and the associated level of effort are highly dependent upon the results of verification samples relative to established cleanup levels. Further, the PCB removal, management, and disposal costs are dependent on the following assumptions:

1. If PCBs are present above 10 ppm in verification samples collected from the initial limits of excavation, additional excavation will be performed and additional verification samples will be collected until the target cleanup level of 10 ppm is met. If required, additional on-site monitoring and verification sampling will be billed on a Time & Materials basis.
2. Based on the PCB Remediation Plan, categories of waste located at the Site include > 50 parts per million (ppm) PCB TSCA waste and < 50 ppm PCB special waste. Consistent with the excavation limits presented in the PCB Remediation Plan, the total mass of > 50 parts ppm PCB TSCA waste will be limited to less than 57 tons and the total mass of < 50 ppm PCB special waste will be limited to less than 56 tons. The disposal of waste materials that are not consistent with these categories and/or additional excavation, management, and disposal above these limits are outside of this scope of work and will be billed at the unit rates enclosed with this proposal.
3. Based on historic knowledge provided by the City, we anticipate that the concrete pad does not contain reinforcing bar and is unrestricted for disposal. If reinforcing bar is present, additional effort required to remove this material will be billed on a Time & Materials basis to be agreed on prior to demolition.
4. Work will be completed without frost or significant snow cover. If winter conditions cannot be avoided, additional effort required to penetrate frost or clear snow will be billed on a Time & Materials basis to be agreed on prior to winter activities.
5. Soil disposal costs presented in this proposal will remain firm until December 15, 2014; they cannot be guaranteed past that date. This condition is due to the variable cost of fuel and fluctuations in facility capacity to accept waste material, both of which are outside of our control. If the waste disposal cannot be completed prior to December 15, 2014 and the cost for disposal increases over the presented unit rates, Woodard & Curran pledges to negotiate in good faith to arrive at a cost that is based on actual disposal costs at the time of shipment.
6. Woodard & Curran and its representatives will conduct the work in Level D personal protective equipment.
7. The City of Portland is the generator of any waste material that is either removed from the Site for treatment or disposal, or is disposed of on-site, and is ultimately responsible for the final disposition of all wastes. Woodard & Curran will not take possession of waste materials, and will not sign waste manifests for oil or hazardous materials associated with the Site. In addition, Woodard & Curran has no contractual relationship with any treatment or disposal facility that may be used to dispose of waste materials derived at the Site.





### **Task 3 - Engineered Barrier**

Woodard & Curran will prepare a grading plan to be used during the installation of the engineered barrier. As required by the Approval, this plan will be focused on directing stormwater to existing off site municipal stormwater infrastructure. We anticipate the barrier shall remain in place until and after the redevelopment of the Site. Woodard & Curran will document the installation of the barrier.

Following design, Woodard & Curran will solicit bids from at least two qualified contractors and will establish a contract with the selected firm to install the engineered barrier. Woodard & Curran will monitor the installation of the barrier and will verify that the requirements of the Approval relative to the engineered barrier have been fulfilled. The scope (and cost) of this Task is dependent on the following assumption:

- A reasonable preliminary estimate of Site grading costs has been developed assuming that there is sufficient on-site material to construct the base of the engineered barrier. If it is determined that additional materials or effort are required, Woodard & Curran pledges to negotiate in good faith to arrive at a cost that is based on actual grading costs to fulfill the pending design requirements.

### **Task 4 - Recordkeeping and Reporting**

Following the satisfactory completion of the preceding tasks, records will be compiled and a work completion report will be generated as required by Condition 22 of EPA's Approval in accordance with 40 CFR Part 761. The final report will document the completion of the work activities, including but not limited to a description of the excavation and verification sampling activities, waste disposal documentation, and documentation of the engineered barrier constructed over remaining Site soils.

This task also includes preparation of a draft notation on the deed for the property as required by Condition 21 of EPA's Approval. The deed notice will also be prepared in a manner consistent with the requirements of a Declaration of Environmental Covenant as required by MEDEP. Woodard & Curran will prepare the draft deed notice for review by the City. This task does not include fees for legal review and finalization of the draft deed notice. Once finalized, it is our expectation that the deed notice will be recorded by the City.

The completion report and a copy of the deed notice will be submitted to EPA as required by the conditions of EPA's approval. These documents will also be submitted to MEDEP to document the completion of the work and notation on the deed consistent with MEDEP requirements under the Voluntary Response Action Program.

### **SCHEDULE AND BUDGET**

Woodard & Curran will begin work immediately upon authorization to proceed. The estimated cost for the services described herein is \$251,250. This cost is broken down for informational purposes as follows:



Task	Cost
Task 1 - Pre-Remediation Support	\$12,250
Task 2 - Site Remediation	\$125,200
Task 3 - Engineered Barrier	\$107,800
Task 4 - Recordkeeping and Reporting	\$6,350
<b>Total</b>	<b>\$251,600</b>

Woodard & Curran will submit monthly invoices on a labor and expense basis for only those charges incurred. Cost assumptions have been provided in the descriptions herein; no costs will be incurred in excess of the estimate provided without prior authorization. As requested, Woodard & Curran will segregate and track costs in order to distinguish HUD-funded Site activities from the portion of the Site that is not utilizing HUD funds for remediation.

Terms and Conditions of this work will be per the executed Agreement between City of Portland and Woodard & Curran, dated March 18, 2014, and amended for this project by the attached Addendum No. 1. If this proposal is acceptable to you, please indicate your agreement by signing this letter and returning a copy for our records.

We thank you for the opportunity to continue to work with you on this project, preparing this Site for redevelopment. We welcome any questions you may have on this proposal. Please do not hesitate to call either of us at (207) 774-2112.

Sincerely,

WOODARD & CURRAN INC.

Jedd Steinglass, L.S.P.  
Project Manager

Barry Sheff, P.E.  
Senior Vice President

Enclosed: Agreement between the City of Portland and Woodard & Curran Inc., NEMR Site Remediation Project, Addendum No. 1  
Engineered Barrier Requirements  
ENPRO Proposals and Unit Rates

Seen and Agreed to, this \_\_\_\_ Day of \_\_\_\_\_, 2014

By: \_\_\_\_\_

Title: \_\_\_\_\_

(iii) *Porous surfaces.* Porous surfaces shall be disposed on-site or off-site as bulk PCB remediation waste according to paragraph (a)(5)(i) of this section or decontaminated for use according to §761.79(b)(4), as applicable.

(iv) *Liquids.* Any person disposing of liquid PCB remediation waste shall either:

(A) Decontaminate the waste to the levels specified in §761.79(b)(1) or (b)(2).

(B) Dispose of the waste in accordance with paragraph (b) of this section or an approval issued under paragraph (c) of this section.

(v) *Cleanup wastes.* Any person generating the following wastes during and from the cleanup of PCB remediation waste shall dispose of or reuse them using one of the following methods:

(A) Non-liquid cleaning materials and personal protective equipment waste at any concentration, including non-porous surfaces and other non-liquid materials such as rags, gloves, booties, other disposable personal protective equipment, and similar materials resulting from cleanup activities shall be either decontaminated in accordance with §761.79(b) or (c), or disposed of in one of the following facilities, without regard to the requirements of subparts J and K of this part:

(1) A facility permitted, licensed, or registered by a State to manage municipal solid waste subject to part 258 of this chapter.

(2) A facility permitted, licensed, or registered by a State to manage non-municipal non-hazardous waste subject to §§257.5 through 257.30 of this chapter, as applicable.

(3) A hazardous waste landfill permitted by EPA under section 3004 of RCRA, or by a State authorized under section 3006 of RCRA.

(4) A PCB disposal facility approved under this part.

(B) Cleaning solvents, abrasives, and equipment may be reused after decontamination in accordance with §761.79.

(6) *Cleanup verification*—(i) *Sampling and analysis.* Any person collecting and analyzing samples to verify the cleanup and on-site disposal of bulk PCB remediation wastes and porous surfaces must do so in accordance with subpart O of this part. Any person collecting and analyzing samples from non-porous

surfaces must do so in accordance with subpart P of this part. Any person collecting and analyzing samples from liquids must do so in accordance with §761.269. Any person conducting interim sampling during PCB remediation waste cleanup to determine when to sample to verify that cleanup is complete, may use PCB field screening tests.

(ii) *Verification.* (A) Where sample analysis results in a measurement of PCBs less than or equal to the levels specified in paragraph (a)(4) of this section, self-implementing cleanup is complete.

(B) Where sample analysis results in a measurement of PCBs greater than the levels specified in paragraph (a)(4) of this section, self-implementing cleanup of the sampled PCB remediation waste is not complete. The owner or operator of the site must either dispose of the sampled PCB remediation waste, or reclean the waste represented by the sample and reinitiate sampling and analysis in accordance with paragraph (a)(6)(i) of this section.

(7) *Cap requirements.* A cap means, when referring to on-site cleanup and disposal of PCB remediation waste, a uniform placement of concrete, asphalt, or similar material of minimum thickness spread over the area where remediation waste was removed or left in place in order to prevent or minimize human exposure, infiltration of water, and erosion. Any person designing and constructing a cap must do so in accordance with §264.310(a) of this chapter, and ensure that it complies with the permeability, sieve, liquid limit, and plasticity index parameters in §761.75(b)(1)(ii) through (b)(1)(v). A cap of compacted soil shall have a minimum thickness of 25 cm (10 inches). A concrete or asphalt cap shall have a minimum thickness of 15 cm (6 inches). A cap must be of sufficient strength to maintain its effectiveness and integrity during the use of the cap surface which is exposed to the environment. A cap shall not be contaminated at a level  $\geq 1$  ppm PCB per Aroclor™ (or equivalent) or per congener. Repairs shall begin within 72 hours of discovery for any breaches which would impair the integrity of the cap.

risk of injury to health or the environment because it is operating in compliance with the parameters and conditions listed in paragraph (a) or (b) of this section even though the oven or smelter does not have a RCRA or State air permit as required by paragraph (c)(1) of this section. The written request shall include a site-specific risk assessment.

(d) PCB liquids, other liquid waste qualifying as waste oils which may be used as provided for at §761.20(e), or PCB remediation waste, other than PCB-contaminated articles, may not be disposed of in a scrap metal recovery oven or smelter unless approved or otherwise allowed under subpart D of this part.

[63 FR 35455, June 29, 1998, as amended at 64 FR 33761, June 24, 1999]

#### §761.75 Chemical waste landfills.

This section applies to facilities used to dispose of PCBs in accordance with the part.

(a) *General.* A chemical waste landfill used for the disposal of PCBs and PCB Items shall be approved by the Agency Regional Administrator pursuant to paragraph (c) of this section. The landfill shall meet all of the requirements specified in paragraph (b) of this section, unless a waiver from these requirements is obtained pursuant to paragraph (c)(4) of this section. In addition, the landfill shall meet any other requirements that may be prescribed pursuant to paragraph (c)(3) of this section.

(b) *Technical requirements.* Requirements for chemical waste landfills used for the disposal of PCBs and PCB Items are as follows:

(1) *Soils.* The landfill site shall be located in thick, relatively impermeable formations such as large-area clay pans. Where this is not possible, the soil shall have a high clay and silt content with the following parameters:

(i) In-place soil thickness, 4 feet or compacted soil liner thickness, 3 feet;

(ii) Permeability (cm/sec), equal to or less than  $1 \times 10^{-7}$ ;

(iii) Percent soil passing No. 200 Sieve, >30;

(iv) Liquid Limit, >30; and

(v) Plasticity Index >15.

(2) *Synthetic membrane liners.* Synthetic membrane liners shall be used when, in the judgment of the Regional Administrator, the hydrologic or geologic conditions at the landfill require such a liner in order to provide at least a permeability equivalent to the soils in paragraph (b)(1) of this section. Whenever a synthetic liner is used at a landfill site, special precautions shall be taken to insure that its integrity is maintained and that it is chemically compatible with PCBs. Adequate soil underlining and soil cover shall be provided to prevent excessive stress on the liner and to prevent rupture of the liner. The liner must have a minimum thickness of 30 mils.

(3) *Hydrologic conditions.* The bottom of the landfill shall be above the historical high groundwater table as provided below. Floodplains, shorelands, and groundwater recharge areas shall be avoided. There shall be no hydraulic connection between the site and standing or flowing surface water. The site shall have monitoring wells and leachate collection. The bottom of the landfill liner system or natural in-place soil barrier shall be at least fifty feet from the historical high water table.

(4) *Flood protection.* (i) If the landfill site is below the 100-year floodwater elevation, the operator shall provide surface water diversion dikes around the perimeter of the landfill site with a minimum height equal to two feet above the 100-year floodwater elevation.

(ii) If the landfill site is above the 100-year floodwater elevation, the operators shall provide diversion structures capable of diverting all of the surface water runoff from a 24-hour, 25-year storm.

(5) *Topography.* The landfill site shall be located in an area of low to moderate relief to minimize erosion and to help prevent landslides or slumping.

(6) *Monitoring systems—(i) Water sampling.* (A) For all sites receiving PCBs, the ground and surface water from the disposal site area shall be sampled prior to commencing operations under an approval provided in paragraph (c) of this section for use as baseline data.

(B) Any surface watercourse designated by the Regional Administrator

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(b)(3), (4), and (5) of this section, the owner or operator must:

(1)(i) Assess the source of liquids and amounts of liquids by source,

(ii) Conduct a fingerprint, hazardous constituent, or other analyses of the liquids in the leak detection system to identify the source of liquids and possible location of any leaks, and the hazard and mobility of the liquid; and

(iii) Assess the seriousness of any leaks in terms of potential for escaping into the environment; or

(2) Document why such assessments are not needed.

[57 FR 3491, Jan. 29, 1992, as amended at 71 FR 40273, July 14, 2006]

### §§ 264.305–264.308 [Reserved]

#### § 264.309 Surveying and record-keeping.

The owner or operator of a landfill must maintain the following items in the operating record required under § 264.73:

(a) On a map, the exact location and dimensions, including depth, of each cell with respect to permanently surveyed benchmarks; and

(b) The contents of each cell and the approximate location of each hazardous waste type within each cell.

[47 FR 32365, July 26, 1982, as amended at 50 FR 4514, Jan. 31, 1985]

#### § 264.310 Closure and post-closure care.

(a) At final closure of the landfill or upon closure of any cell, the owner or operator must cover the landfill or cell with a final cover designed and constructed to:

(1) Provide long-term minimization of migration of liquids through the closed landfill;

(2) Function with minimum maintenance;

(3) Promote drainage and minimize erosion or abrasion of the cover;

(4) Accommodate settling and subsidence so that the cover's integrity is maintained; and

(5) Have a permeability less than or equal to the permeability of any bottom liner system or natural subsoils present.

(b) After final closure, the owner or operator must comply with all post-

closure requirements contained in §§ 264.117 through 264.120, including maintenance and monitoring throughout the post-closure care period (specified in the permit under § 264.117). The owner or operator must:

(1) Maintain the integrity and effectiveness of the final cover, including making repairs to the cap as necessary to correct the effects of settling, subsidence, erosion, or other events;

(2) Continue to operate the leachate collection and removal system until leachate is no longer detected;

(3) Maintain and monitor the leak detection system in accordance with §§ 264.301(c)(3)(iv) and (4) and 264.303(c), and comply with all other applicable leak detection system requirements of this part;

(4) Maintain and monitor the groundwater monitoring system and comply with all other applicable requirements of subpart F of this part;

(5) Prevent run-on and run-off from eroding or otherwise damaging the final cover; and

(6) Protect and maintain surveyed benchmarks used in complying with § 264.309.

[47 FR 32365, July 26, 1982, as amended at 50 FR 28748, July 15, 1985; 57 FR 3491, Jan. 29, 1992]

### § 264.311 [Reserved]

#### § 264.312 Special requirements for ignitable or reactive waste.

(a) Except as provided in paragraph (b) of this section, and in § 264.316, ignitable or reactive waste must not be placed in a landfill, unless the waste and landfill meet all applicable requirements of part 268, and:

(1) The resulting waste, mixture, or dissolution of material no longer meets the definition of ignitable or reactive waste under § 261.21 or § 261.23 of this chapter; and

(2) Section 264.17(b) is complied with.

(b) Except for prohibited wastes which remain subject to treatment standards in subpart D of part 268, ignitable wastes in containers may be landfilled without meeting the requirements of paragraph (a) of this section, provided that the wastes are disposed of in such a way that they are protected from any material or conditions

## Agreement between the City of Portland and Woodard & Curran Inc.

### Former NEMR Site Consulting and Remediation Project Addendum No. 1

Reference is hereby made to the Agreement between the City of Portland (the "City") and Woodard & Curran Inc. ("W&C") dated March 18, 2014 (the "Agreement").

BE IT KNOWN, that for good consideration the parties hereby make the following addition to the Agreement as if it were contained therein with respect to the Former NEMR Site Consulting and Remediation project (the "Addendum"). In the event of any conflict in terms between the Agreement and the Addendum, the Addendum shall take precedence over the Agreement. If there is any question of interpretation as to the definition of any capitalized terms set below, the parties shall refer to the definitions set forth in the EJCDC D-700 Standard General Conditions (2002).

#### 1. Differing Site Conditions

- A. W&C shall promptly, and before the conditions are disturbed, give a written notice to the City of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the contract documents, or (ii) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the contract documents.
- B. The City will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in W&C's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made to the contract price.

#### 2. Hazardous Environmental Condition at Site

Definition:

*Hazardous Environmental Condition* – The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the work.

- A. W&C will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the contract documents to be within the scope of the Work. W&C shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by W&C, Subcontractors, Suppliers or anyone else for whom W&C is responsible.
- B. If W&C encounters a Hazardous Environmental Condition, W&C shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto); and (iii) notify the City (and thereafter confirm such notice in writing). The City shall promptly take or authorize any necessary corrective action.
- C. W&C shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after the City has obtained any required permits related thereto and delivered to W&C written notice (i) specifying that such condition and any affected area is or

has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. W&C shall be entitled to an equitable adjustment, if applicable, to the Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by W&C.

- D. If after receipt of such special written notice W&C does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then the City may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work.
- E. To the fullest extent permitted by Laws or Regulations, the City shall indemnify and hold harmless W&C, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition created by the City or anyone for whom the City is responsible in connection with its involvement with the Former NEMR Site Consulting and Remediation project. Nothing in this paragraph shall obligate the City to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- F. To the fullest extent permitted by Laws or Regulations, W&C shall indemnify and hold harmless the City, the City's Consultant and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition created by W&C or anyone for whom W&C is responsible in connection with its performance on the Former NEMR Site Consulting and Remediation project. Nothing in this paragraph shall obligate W&C to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

### 3. Warranty

- A. W&C shall perform the Work in a manner consistent with that level of care and skill ordinarily exercised by others performing similar work under similar circumstances; all goods and materials to be supplied by W&C shall be of good and merchantable quality. W&C shall, at its sole expense, promptly correct or replace non-conforming or defective work under the scope of work. This obligation shall continue for one year after the date of final completion of the Former NEMR Site Consulting and Remediation project.
- B. All materials and equipment incorporated into the Former NEMR Site Consulting and Remediation project shall be of good quality and new. All warranties called for by this project shall expressly run to the benefit of the City. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable equipment vendor. W&C shall obtain from its subconsultants and/or their equipment vendor/s all available warranties on material, equipment, and/or work either manufactured and/or furnished by them in connection with the Former NEMR Site Consulting and Remediation project. To the extent such warranties are in written form, W&C shall provide the original warranty to the City.
- C. W&C's warranty hereunder excludes defects or damage caused by (1) abuse, modification or improper maintenance or operation by persons other than W&C, Subcontractors, or Suppliers or any other individual for whom W&C is responsible; or (2) normal wear and tear under normal usage.

4. **Coordination.** The City shall furnish to W&C its information and criteria with respect to the Former NEMR Site Consulting and Remediation project, including but not limited to the following: (1) Property, boundary, easement, right-of-way, topographic, and utility surveys; (2) Property descriptions; (3) Zoning, deed, and other land use restrictions; (4) All subsurface data at or contiguous to the Site which the City may have obtained; and (5) information known to or in the possession of the City relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

All other terms and provisions of the Agreement shall remain in full force and effect.