



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

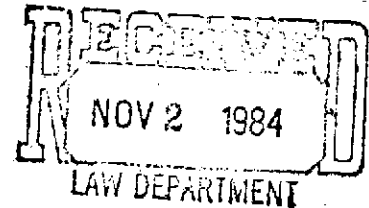
215 Fremont Street
San Francisco, Ca. 94105

October 30, 1984

Certified Mail No. P497113562
Return Receipt Requested

Refer To: TSCA-09-013C

Roger E. Wills, Jr., Esq.
Chief Counsel, Environment
Law Department
Westinghouse Electric Corporation
Westinghouse Building
Gateway Center
Pittsburg, Pennsylvania 15222



Dear Mr. Wills:

Enclosed is your copy of the fully executed Consent Agreement and Final Order which contains the terms of the settlement reached with James L. Jaffe of the Office of Regional Counsel.

Your completion of all remedial actions enumerated in the Consent Agreement and Final Order will close this case. If you have any questions regarding the rules, regulations and statutes governing your operations which are implemented by the Agency or which govern the proceedings terminated by the enclosed document, please feel free to call us.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Harry Seraydarian".

Harry Seraydarian
Director
Toxics and Waste Management Division

Enclosures

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9

In re)	NO. TSCA-09-013C
)	
WESTINGHOUSE ELECTRIC)	CONSENT AGREEMENT
CORPORATION,)	<u>AND FINAL ORDER</u>
)	
Respondent.)	
_____)	

CONSENT AGREEMENT

I.

This administrative proceeding for the assessment of a civil penalty was initiated pursuant to Section 16(a) of the Toxic Substances Control Act (TSCA), as amended, 15 U.S.C. §2615(a). The action was instituted by a Complaint and Notice of Opportunity for Hearing filed with the Regional Hearing Clerk, Region 9 on or about August 16, 1982, followed by an Amended Complaint and Notice of Opportunity for Hearing (Complaint) filed on or about August 26, 1982. The Complaint charged Westinghouse

1 Electric Corporation (Respondent) with violation of TSCA Sec-
2 tion 15(1)(C), 15 U.S.C. §2614(1)(C) and 40 CFR §§761.10(a)(1),
3 761.42(b)(1)(ii), 761.42(b)(1)(iii), 761.42(c)(1),
4 761.42(c)(1)(iv), 761.42(c)(6) and 761.42(c)(8), recodified as 40
5 CFR §§761.60(a)(1), 761.65(b)(1)(ii), 761.65(b)(1)(iii),
6 761.65(c)(1), 761.65(c)(1)(iv), 761.65(c)(6) and 761.65(c)(8), at
7 its facility located at 5899 Peladeau Street, Emeryville,
8 California (facility). The Complainant is United States
9 Environmental Protection Agency, Region 9 (Complainant).

10 II.

11 On or about September 20, 1982, Respondent filed its
12 Answer to the Complaint claiming that the actions alleged did not
13 constitute violations of TSCA or regulations issued thereunder
14 and were not within the compass of TSCA or such regulations, that
15 certain allegations were incorrect, and that certain alleged PCB
16 concentrations exceeded test results obtained by an independent
17 testing laboratory on samples from the site.

18 III.

19 Complainant asserts jurisdiction and, for purposes of
20 this Consent Agreement and Order only, Respondent agrees that
21 Complainant has jurisdiction over the subject matter of the
22 action set out in the Complaint, the parties thereto, and the
23 remedial actions provided for in this Consent Agreement and Order
24 pursuant to TSCA.

25 IV.

26 Respondent neither admits nor denies the specific fac-
27 tual allegations made in the Complaint. Solely for the purpose
28 of this Consent Agreement and Order, Complainant and Respondent

1 admit to those facts which are set forth in Attachment Number One
2 to this Consent Agreement and Order. Respondent agrees to waive
3 any right to a hearing on any issue raised by Respondent's answer
4 to the allegations set forth in the Complaint. In consideration
5 of (1) Respondent's agreement to make and Respondent's actually
6 making expenditures for cleanup as provided in Attachments
7 Numbers Two and Three herein, which are incorporated herein by
8 this reference; and (2) application of EPA's policy against
9 multiple charges and penalties for alleged violations presenting
10 the same risks, Respondent consents to the payment of a civil
11 penalty in the amount of TEN THOUSAND DOLLARS (\$10,000). Com-
12 plainant and Respondent consent to the issuance of this Consent
13 Agreement and Order without adjudication. Respondent has sub-
14 mitted and Complainant has reviewed and found to be acceptable,
15 its Certification of Interior Remedial Action Completed, which is
16 Attachment Number Two. This resolves all charges in the
17 Complaint that relate to disposal or storage of PCB's inside the
18 facility building located at 5899 Peladeau Street, Emeryville,
19 California.

20 V.

21 Respondent agrees to undertake the following remedial
22 measures on the grounds west of the facility building, which are
23 more fully described in the attached Exterior Remedial Plan
24 (Attachment Number Three) which is made a part hereof by this
25 reference.

26 A. The Exterior Remedial Plan is for the identifica-
27 tion, excavation, and removal from the site of soils and other
28 materials containing polychlorinated biphenyls (PCB's) in con-

1 concentrations greater than 50 parts per million (ppm). The plan
2 includes provisions for post-cleanup ground water monitoring.
3 The Exterior Remedial Plan comprises the following:

4 1. A site plan, based upon existing and available
5 analytical results, that identifies the lateral boundaries of
6 areas containing PCB's in excess of 50 ppm, and includes a
7 20 foot by 20 foot sampling grid to confirm presence of PCB's and
8 to verify cleanup of PCB's. (See Item A.)

9 2. Sampling, collecting, compositing, and handl-
10 ing methods acceptable to Complainant and Respondent. (See
11 Item B.)

12 3. Respondent shall remove PCB materials in con-
13 centrations equal to or in excess of 50 ppm as identified in the
14 Brown and Caldwell site investigation and analysis and analyses
15 done on behalf of Complainant. In addition, Respondent will use
16 the following procedures. In the event that composite analysis
17 results show that the value found multiplied by the number of
18 samples composited is equal to or greater than 50 ppm, then
19 Respondent shall either excavate the entire 20 foot by 20 foot
20 grid area or shall determine which subareas have PCB levels equal
21 to or greater than 50 ppm and excavate any such subareas. Sub-
22 areas may be further subdivided and the process of sampling and
23 analysis repeated. Following any removal of material, the sampl-
24 ing and removal procedure will be repeated for the newly exposed
25 surface. A "subarea" is defined by a rectangular grid system
26 established by the number of samples taken within the 20 foot by
27 20 foot grid area.

28

1 4. Excavation methods and procedures anticipated
2 to be used in the field to ensure that materials containing PCB's
3 are removed with minimal mixing and cross-contamination of the
4 clean materials on site, procedures for cleanup of earthmoving
5 and other on-site equipment, safety procedures, and procedures to
6 ensure that no materials containing PCB's are transported off
7 site except when completely contained in approved trucks. (See
8 Item C.)

9 5. Backfilling methods and procedures anticipated
10 to be used in the field as follows:

11 (a) Slopes will be designed to provide ade-
12 quate runoff of rainwater and minimize on-site ponding.

13 (b) Backfill materials shall be of such a
14 quality and placed in such a manner so as to eliminate signi-
15 ficant infiltration. All areas which have been excavated to
16 depths which are identified as below the water table level shall
17 be backfilled to the upper elevation of the seasonal high water
18 level with clean material, containing no concentrations of PCB's
19 detectable by the McGraw-Edison field test kit referred to in
20 Attachment Number Three.

21 6. Post-cleanup ground water monitoring locations
22 and depths proposed for three nested downgradient monitoring
23 wells and one nested upgradient well, along with schedule for
24 water level monitoring and water quality sampling, analyses, and
25 reporting; these shall be as follows:

26 (a) Locations:

27 (1) Three triple-nested ground water
28 wells shall be located downgradient in upper, middle and lower

1 water bearing formations and shall use existing well W19, and new
2 wells near the center and the southwest corner of the grounds,
3 all approximately 10 feet east of the western boundary of the
4 grounds. Actual locations will be determined in the field based
5 on water level measurements such that any PCB's that may migrate
6 from the site will be detected.

7 (2) One triple-nested well shall be
8 located upgradient and shall use existing well W24.

9 (b) Construction: The wells shall be
10 designed and installed in accordance with Complainant's draft
11 document entitled "Draft RCRA Permit Writer's Manual Ground water
12 Protection," Chapter 4.

13 (c) Sampling Frequency:

14 (1) Each well shall be sampled
15 bi-monthly for one (1) year; then if there is no increase in the
16 concentration of PCB's, semi-annually for two (2) years; then, if
17 there is no increase in concentration of PCB's, annually for two
18 (2) years.

19 (2) Samples shall be analyzed for PCB's
20 in accordance with EPA Test Method 8080. In addition, water
21 level measurements shall be obtained monthly for the first year,
22 quarterly for the next two years and semiannually for the last
23 two years.

24 B. Respondent shall report the analytical results to
25 Complainant within 45 days following the date that samples are
26 taken. Complainant shall be notified in writing at least seven
27 (7) days prior to sampling of the monitoring wells. Complainant
28 or its designated representative reserves the right to witness

1 sampling and to take split samples for independent analyses. If
2 Complainant exercises the right to take split samples and has
3 them analyzed, Complainant shall report its analytical results to
4 Respondent within 45 days of commencing its analyses.

5 C. Within ten (10) days of entry of this Consent
6 Agreement and Order, Respondent shall commence implementation of
7 the plan for testing, excavation and removal of PCB-containing
8 material from the site.

9 D. Within ninety (90) days of implementation of the
10 plan, Respondent shall complete the excavation and removal of
11 PCB-containing materials from the site, and backfilling.

12 E. Within thirty (30) days of completion of excava-
13 tion, removal of PCB-containing materials, and backfilling,
14 Respondent shall certify in writing for written concurrence by
15 the Complainant that such work has been completed in accordance
16 with the plan. Upon receipt of Complainant's written concur-
17 rence, Respondent shall commence the post-cleanup ground water
18 monitoring.

19 F. Within thirty (30) days of the commencement of the
20 post-cleanup ground water monitoring program, Respondent shall
21 submit to Complainant for its concurrence a detailed hydrologic
22 report which will be used to evaluate the ability of the ground
23 water monitoring system to comply with the requirements specified
24 in subpart V.A.6.(a)(1) of this Consent Agreement and Order.
25 Such concurrence shall be based upon evidence of flow direction
26 and migration pathways within the aquifer. In the event that the
27 ground water monitoring system does not meet the requirements of
28 this subpart, Respondent shall modify this system to meet said

1 requirements within thirty (30) days. This modification shall be
2 subject to written concurrence by the Complainant.

3 G. In the event that the direction of ground water
4 flow changes over time, as indicated by water level measurements,
5 Complainant shall be notified in writing once this change in
6 direction is observed. Within thirty (30) days of this notifi-
7 cation, Respondent shall submit to Complainant, for written
8 concurrence, a plan for system modification which will meet the
9 requirements of subpart V.A.6.(a)(1) of this Consent Agreement
10 and Order.

11 H. Post-cleanup use of the site shall be consistent
12 with the existing uses of adjacent land.

13 I. Notice shall be placed in the deed to the facility
14 indicating the presence or possible presence of residual PCB
15 materials in the grounds at the site.

16 VI.

17 In the event that Respondent fails to implement the
18 remedial measures set forth under Article V above in the manner
19 prescribed in Attachment Number Three, Respondent shall be deemed
20 to be in default under this Consent Agreement and Order. Com-
21 plainant shall notify Respondent of any allegation of default and
22 corrective action by written notice addressed to Respondent
23 setting forth a description of the alleged deficiencies. Such
24 written notice shall be delivered to Respondent at the addresses
25 listed in paragraph 4 of Attachment Number One by Certified Mail,
26 Return Receipt Requested. Respondent shall have thirty (30)
27 consecutive days from receipt of such notice to certify that the
28 corrective action set forth in the written notice has been accom-

1 plished or that the alleged deficiencies do not exist. In the
2 event Respondent fails to so certify within the time allowed, or
3 if, following Respondent's certification, said deficiencies
4 remain after the expiration of the period of thirty (30) con-
5 secutive days period mentioned above, Complainant may take such
6 action against Respondent as it deems appropriate under the
7 circumstances and as authorized by law.

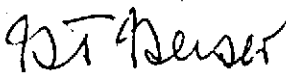
8 VII.

9 The obligations of Respondent under this Consent Agree-
10 ment and Order will cease upon completion of the implementation
11 of the remedial plans and the post-cleanup PCB monitoring program
12 provided for herein.

13 VIII.


14 Complainant and Respondent consent to entry of this
15 Consent Agreement and Order without further notice.

16
17 October 17, 1984



G.T. Geiser
General Manager, Field Operations
Marketing Services Division
Westinghouse Electric Corporation

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19
20 October 22, 1984



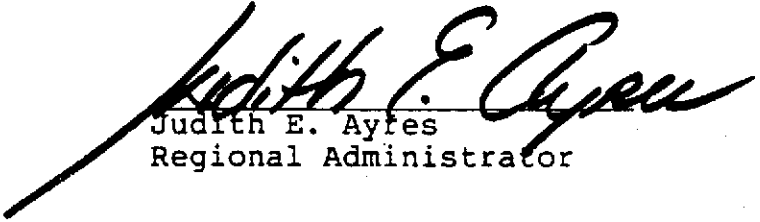
Harry Seraydarian
Director,
Toxics and Waste
Management Division
Region IX
Environmental Protection Agency

ORDER

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IT IS HEREBY ORDERED that this Consent Agreement and Order (Docket No. TSCA-09-013C) be entered and Respondent shall, within thirty (30) days of receipt of this Consent Agreement and Final Order, pay by cashier's or certified check, made payable to Treasurer, United States of America, a civil penalty in the amount of TEN THOUSAND DOLLARS (\$10,000). This Order shall become effective immediately.

October 30, 1984


Judith E. Ayres
Regional Administrator

1 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

2 REGION 9

3
4 In re:) Docket No. TSCA-09-013C
5 WESTINGHOUSE ELECTRIC CORPORATION,) STIPULATED FACTS
6 Respondent.)
7

8 Pursuant to 40 CFR §22.18(b) the parties hereby stipu-
9 late to the following facts in connection with this Consent
10 Agreement and Order:

11 1. (a) The grounds described in Article V of this
12 Consent Agreement and Order are the area west of the building of
13 the facility which are not presently concrete or asphalt paved;
14 they consist of approximately 1.65 acres.

15 (b) In approximately January and February 1981,
16 one or two small areas of said grounds were sampled and analyzed
17 by the State of California, Department of Health Services as part
18 of its Abandoned Site Project. Respondent subsequently chal-
19 lenged the State's authority to regulate PCB's, and the State
20 referred the matter to Complainant for enforcement.

21 2. (a) In June through September, 1981, and again in
22 January, 1983, numerous areas of the surface, subsurface and
23 ground water were sampled by Brown and Caldwell, Respondent's
24 consultant. Reports of the consultant's analyses and duplicate
25 samples were given to Complainant in October, 1981; January,
26 1983; and May, 1983.

27 (b) The exterior of the facility showed PCB
28 concentrations as high as 37,000 ppm. The Brown and Caldwell

1 site investigation and analysis were carried out pursuant to
2 Complainant's November 1982 sampling and analysis plan and are
3 deemed to be a reasonably accurate depiction of the scope and
4 degree of PCB concentrations at the facility.

5 3. In December, 1981 and January, 1983 the interior of
6 the building at the facility was sampled by a consultant for the
7 Complainant. After each such visit, Respondent undertook cleanup
8 actions within the building. Interior cleanup is now complete,
9 and completion is certified by Respondent in Attachment Number
10 Two, which Complainant has reviewed and found acceptable.

11 4. Notices by U.S. Certified Mail, Return Receipt
12 requested shall be sent to:

13 Westinghouse Electric Corporation
14 Attention: Roger E. Wills, Jr., Esq.
15 Chief Counsel, Environment
16 Law Department
Westinghouse Bulding
Gateway Center
Pittsburgh, Pennsylvania 15222

17 Environmental Protection Agency
18 Attention: James L. Jaffe, Esq.
19 Region 9
215 Fremont Street
San Francisco, California 94105

20 The Honorable Gerald Harwood
21 Administrative Law Judge
22 Office of the Administrative Law Judges (MC A-110)
U.S. Environmental Protection Agency
Washington, D.C. 20460

23 Thomas A. Welch, Esq.
24 John E. Schulz, Esq.
25 Brobeck, Phleger & Harrison
26 One Market Plaza
27 Spear Street Tower
28 San Francisco, CA 94105

CERTIFICATION OF INTERIOR
REMEDIAL ACTION COMPLETED

TO WHOM IT MAY CONCERN:

I, B. A. Kerns, the undersigned, hereby declare under penalty of perjury that:

A. I am Manager, Environmental Control, Westinghouse Electric Corporation. In my position, I am responsible for supervising environmental consultants performing work for Westinghouse Electric Corporation;

B. Westinghouse Electric Corporation contracted with IT Corporation, 4575 Pacheco Boulevard, Martinez, California to evaluate the inside surface areas of the Westinghouse facility located at 5899 Peladeau Street, Emeryville California, taking samples of these surface areas and then to clean the surfaces found to be in excess of $80 \mu\text{g}/100 \text{ cm}^2$, and then to reanalyze the surfaces. The floor, after it was determined by IT to be below $80 \mu\text{g}/100 \text{ cm}^2$, was sealed with the material (K20 manufactured by Lopat Enterprises, Inc.) used by IT in similar cleanup situations. I have attached as Exhibits A and B test reports on this material as a sealer.

C. Westinghouse Electric Corporation contracted with a local concrete company to place a six-inch re-enforced concrete cover on the railroad track area inside the building at 5899 Peladeau Street.

D. Westinghouse contracted with IT to clean all sumps and pits within the building at 5899 Peladeau Street and after cleaning the sumps and pits they were filled with three to four feet of concrete.

E. All of the above work has been completed.

B A Kerns

B. A. Kerns

1437e/1

ATTACHMENT NUMBER TWO



REPORT OF TEST

June 13, 1983

CLIENT:

Lopat
640 Mattison Avenue
Asbury Park, NJ 07712
Attention: Mr. Lincoln Davis

NUMBER
6767

SUBJECT:

Special coating supplied by the client on PCB contaminated substrates.

AUTHORIZATION:

Client's verbal of June 2, 1983.

PURPOSE:

Aroclor PCB's after ageing.

PROCEDURE:

A known amount of Aroclor 1242 PCB was added to the cement block and the cinder block in a measured area of 1 x 1 centimeters. Half of the tile sample was also treated with Aroclor 1242. After 72 hours the special coating was applied to the samples by the client. The coating was then reapplied 24 hours later.

After 151 days the samples were wiped with a 7 cm analytical filter paper that was previously wet with hexane. The wipes were then extracted in a known amount of hexane and aliquots were then injected into a gas chromatograph equipped with an electron capture detector.

A standard of Aroclor 1242 was also injected into the chromatograph for reference purposes.

RESULTS:

Aroclor 1242 was not detected in any of the extracts.

The detection limit for Aroclor 1242 is <80,000 picograms/cm².

SIGNED FOR THE COMPANY

BY

William S. Gilman

Laboratories In: New York • Chicago • Los Angeles • Tulsa • Memphis • Philadelphia • Richland

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United States Testing Company, Inc.

Chemical Services Division

1415 PARK AVENUE • HOBOKEN, NEW JERSEY 07030 • 201-792-2400

REPORT OF TEST

August 4, 1983

CLIENT: Lopat Enterprises, Inc.
640 Mattison Avenue
Asbury Park, NJ 07712
Attention: Mr. Lincoln Davis

NH
6

SUBJECT: Special coating supplied by the client on Aroclor PCB contaminated substrates.

AUTHORIZATION:

Client's verbal of August 1, 1983.

PURPOSE:

Aroclor PCB's after ageing.

PROCEDURE:

A known amount of Aroclor 1242 PCB was added to the cement block and the cinder block in a measured area of 1 x 1 centimeters. Half of the tile sample was also treated with Aroclor 1242. After 72 hours, the special coating was applied to the samples by the client. The coating was then reapplied 24 hours later. After 36 days, the samples were wiped with a 7 cm analytical filter paper that was previously wet with hexane. The wipes were then extracted in a known amount of hexane and aliquots were then injected into a gas chromatograph equipped with an electron capture detector.

The following are the chromatographic conditions used:

Column: 10' x 1/4" 1.5% OV-17/1.95% QF-1 on 80/100 WHP
Column Temperature: 200°C
Electron Capture Detector Temperature: 250°C
Injection Port Temperature: 250°C

A standard of Aroclor 1242 was also injected into the chromatograph for reference purposes.

SIGNED FOR THE COMPANY

BY *W.S. Gilman*

William S. Gilman

Page 1 of 2

Laboratories in: New York • Chicago • Los Angeles • Tulsa • Memphis • Philadelphia • Richmond

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United States Testing Company, Inc.

CLIENT:

Lopat Enterprises, Inc.

After 203 days the samples were wiped with a 7 cm analytical filter paper that was previously wet with hexane. The wipes were then extracted in a known amount of hexane and aliquots were then injected into a gas chromatograph equipped with an electron capture detector.

RESULTS:

Aroclor 1242 was not detected in any of the extracts.

The detection limit for Aroclor 1242 is less than 59,000 picograms/cm².

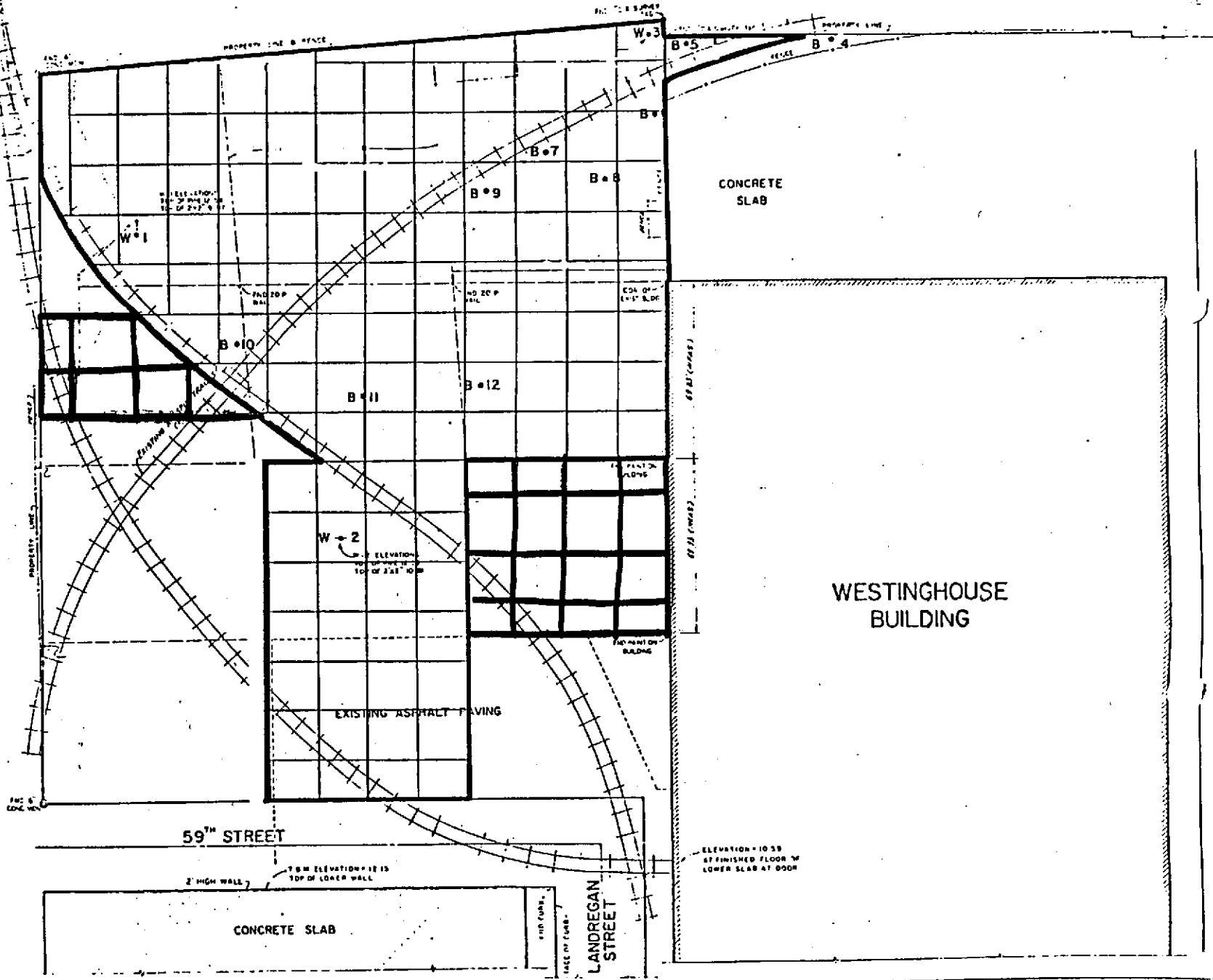
EXTERIOR
REMEDIAL PLAN

1
2 The Exterior Remedial Plan agreed to for the Westing-
3 house Emeryville site is removal of PCB concentrations greater
4 than or equal to 50 ppm PCB's and ground water monitoring to
5 identify movement of PCB's off the site via ground water
6 transport. The parties agree that the Exterior Remedial Plan
7 will be carried out as indicated below.
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BENCHMARK 2 1/2" BRASS CAP (LUMUDI SET IN S. E. CORNER)
 APER MACHINE STAMPING CO. LOADING DOCK
 CITY OF EMERYVILLE DATUM
 W-4 INDICATES 1 1/2" IRON PIPE WITH CAP AT
 ELEVATIONS ON TOP PIPE TAKEN UNDER C
 B-4 INDICATES LOCATIONS OF TEST BORING NO.

0 10' 20' 40' 60'
 SCALE

ITEM A



DATE	BY	REVISION
SCALE	BY	REVISION
DESIGNED	BY	REVISION
DRAWN	BY	REVISION
CHECKED	BY	REVISION
PROJ. ENGR.	BY	REVISION

SUBMITTED



ERM-West

GEORGE S. NOLTE AND ASSOCIATES

SAN JOSE • WALNUT CREEK • SAN DIEGO • SACRAMENTO

PROPERTY LINE SURVEY & TO
 FOR
 EMERYVILLE APPARATUS SERVICE
 WESTINGHOUSE ELECTRIC CO.
 EMERYVILLE, CALIFORNIA

ITEM B

Sample Collection and Analyses

Samples of soil materials will be collected from the existing surfaces and surfaces exposed by excavation and removal. Samples will be used to represent the concentrations of PCB's as determined by field or laboratory analyses.

Sample Collection

Manual sampling equipment capable of collecting 6-inch-by-2-inch-diameter cores will be used for surficial materials including existing surface and excavated exposed surfaces. Soil subsamples will be transferred to glass sample jars to store and transport representative fractions of collected samples. Subsample collection shall be in accordance with the sampling guidelines contained in EPA's "TSCA Inspection Manual Volume Two: PCB Manual" (March, 1981), pp. 2-57 through 2-76.

Compositing

The sampling area will be a 20 foot by 20 foot grid. The number of subsamples composited shall be based upon the detection limit of the analytical method employed. The minimum number of subsamples is five (5). The maximum number of subsamples shall be determined by dividing 50 ppm by the detection limit (in ppm) of the analytical technique employed, and rounding down to an integer value. This integer value shall be the number of subsamples to be composited for a given 20 foot by 20 foot grid area. Subsamples shall be of equal volume (2" by 6") and shall be composited by mixing to obtain a sample that is representative of the unit sampled. If other information, such as the visual presence or odor of contamination, indicates that individual subsamples are contaminated, these subsamples shall be analyzed separately and the remainder composited. Samples shall be identified by reference to grid and elevation, date and time of collection, and name of collector. All samples to be analyzed in a laboratory shall follow the chain of custody procedure in EPA SW-846 July, 1982.

Fluid Samples

Samples of water from surface impoundments, excavations, settling tanks shall be performed in accordance with Methods SW-846. Samples of ground water shall be collected from on-site monitoring wells in accordance with methods described in the "Draft EPA RCRA Permit Writer's Manual Ground-Water Protection," October 4, 1983.

Analyses

Two types of analyses may be used, field testing with McGraw-Edison PCB field test kit (Refer to Enclosure A) to screen for absence of PCB's and laboratory testing in accordance with EPA Method 8080. Alternative field methods may be used if approved in advance by EPA.

ITEM C

SUPPLEMENTARY CONDITIONS

1.0 GENERAL

This section includes contract provisions which are supplementary to other sections of the project manual.

2.0 SUPPLEMENTAL DEFINITIONS OF WORDS AND TERMS

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Agreement. Shall mean the Westinghouse Electric Corporation Agreement.

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work. The contract comprises the following documents.

- Project Manual
 - Information for Bidders
 - Bid
 - Westinghouse Electric Corporation Contract and General Conditions for Construction
 - Supplementary Conditions
 - Specifications
 - Contract Drawings
 - Detailed Work Plan
 - Addenda
- Bonds
- Nondisclosure Agreement
- Agreement (Westinghouse Electric Corporation Form 36117)
- Notice of Award
- Notice to Proceed
- Change Orders
- Directives

Construction Manager. The person designated, in writing, by the Owner to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this contract. Initial contact by the Contractor with the Owner shall be through the Construction Manager.

Day. Calendar day.

Engineer. Shall mean ERM-West.

May. Refers to actions that are permissible but not required.

Notice to Proceed. A formal written notification to the Contractor from the Owner directing that the work shall commence.

Owner. Shall mean Westinghouse Electric Corporation.

Project Manual. Those contract documents prepared for bidding and as amended by addenda.

Shall. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specifications. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.

Specify. Refers to information described, shown, noted, or presented in any manner in any part of the contract.

Submittals. The information which is specified for submission to the Construction Manager in accordance with the project manual.

Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion, and fulfillment of the contract.

3.0 DISPOSAL HAULERS AND SITES

All materials shall be disposed of as specified in Section 01010. A suggested list of haulers of PCB-containing material licensed by the state follows:

- | | |
|--|---|
| <p>1. I.T. Corporation
5401 Pacheco Boulevard
Martinez, CA 94553
State License #88</p> <p>2. Oakland Scavenger Company
2601 Peralta Street
Oakland, CA 94607
State License #168</p> <p>3. Crowley Environmental Services
1453 Harbour Way, South
Richmond, CA 94804
State License #195</p> <p>4. Therm-Tec
7605 Hawley Street
Oakland, CA 94549
State License #803</p> | <p>5. Oscar E. Erickson, Inc.
255 Parr Boulevard
Richmond, CA 94801
State License #019</p> <p>6. B-C Services, Inc.
Post Office Box 8
Highway 12 & Liberty
Island Road
Rio Vista, CA 94571
State License #221</p> <p>7. Redwood Empire Disposal
Post Office Box 3400
Standish Avenue
Santa Rosa, CA 95401
State License #884</p> <p>8. Crosby and Overton, Inc.
1620 West 16th
Long Beach, CA 90813
State License #025</p> <p>9. North American Environ-
mental
23000 Connecticut
Suite 1
Hayward, CA 94545</p> |
|--|---|

A suggested list of disposal sites licensed to receive PCB soils are as follows:

1. Casmalia, CA
Casmalia Resource Management
539 San Ysidro Road
Post Office Box 5275
Santa Barbara, CA 93108
2. Kettleman Hills, CA
Chemical Waste Management, Inc.
P. O. Box 4730
Santa Clara, CA 95054
3. Beatty, Nevada
U.S. Ecology, Inc.
9200 Shelbyville Rd., Suite 526
P. O. Box 7246
Louisville, KY 40207

4. Mountain Home, Idaho
Envirosafe Services of Idaho, Inc.
P. O. Box 936
Mountain Home, Idaho 83647

4.0 DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract.
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Owner shall promptly investigate the conditions. If he finds that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in paragraph (a) of this clause, except that the Owner may extend the prescribed time.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

5.0 TIME OF PERFORMANCE

The Contractor shall begin excavation work within 10 calendar days after Notice to Proceed.

****END OF SECTION ****

DIVISION 1
GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>
01010	DESCRIPTION OF WORK
01040	COORDINATION WITH WESTINGHOUSE ELECTRIC CORPORATION PLANT
01050	SURVEY INFORMATION
01060	SAFETY AND HEALTH
01200	PROJECT MEETINGS
01300	SUBMITTAL PROCEDURE
01500	CONTRACTOR'S UTILITIES
01560	ENVIRONMENTAL CONTROLS
01700	RESTORATION OF IMPROVEMENTS
01720	RECORD DRAWINGS

SECTION 01010

DESCRIPTION OF WORK

1.0 GENERAL

The work covered under this contract will be performed at the Westinghouse Electric Corporation site in Emeryville, California.

The overall project will consist of removing PCB-containing material (soil, vegetation, and rubbish) from the site. Once the PCB-containing material has been removed, the Contractor shall bring the soil grades up to existing condition and replace one of the railroad spurs.

2.0 WORK PLAN

The Contractor shall submit a detailed work plan consisting of a construction schedule, a hazardous materials disposal plan, a water management plan, a list of personnel, a safety work program description, and a listing of equipment to be used on site.

The detailed work plan shall be based upon the preliminary work plan submitted with the bid and shall incorporate comments made by the Construction Manager. The detailed work plan shall be submitted within 5 days of the notice to proceed. The Construction Manager will review and return comments on the work plan within 2 or 3 days after the date of receipt. Removal of material shall not start before approval of the detailed work plan.

3.0 SITE SENSITIVITY

Work plans must identify specific security precautions as well as the method the Contractor shall use in removing the material and restoration of the site. The Contractor shall not discuss any of the cleanup work with any adjacent property owners, news media, or any other individuals. Questions concerning the work shall be directed to the Construction Manager, who will be responsible for any action.

The Contractor shall maintain the security of the work area during the course of the work and shall not allow any equipment or material off site without the approval of the Construction Manager. Water for cleanup purposes is available. The Contractor is responsible for containing the wash water and associated solid wastes (towels, paper, etc.) and disposing of it.

as hazardous waste material in accordance with the detailed work plan.

4.0 HAULING AND DISPOSAL

As part of the disposal work, the Contractor and Construction Manager shall use the State of California "Uniform Hazardous Waste Manifest" to document that the PCB-containing soils and materials removed from the Westinghouse site were disposed of at a certified disposal site. A sample of the uniform hazardous waste manifest is specified in Section 01999. The manifest will be filled in and completed by the Contractor and then reviewed and signed by a designated representative of Westinghouse Electric Corporation (generator). Before the waste material is removed from the Westinghouse site, the transporter (Contractor) will acknowledge receipt of the waste in the truck by signing on the line provided in the manifest. Signoff of the manifest by the Contractor shall indicate his full concurrence with the quantities and concentrations of materials listed on the manifest by the Owner. The appropriate number of manifest copies, as required by California regulations, will be given to the transporter before hauling to the disposal site. After the waste has been disposed of at the disposal facility, the transporter shall have the facility owner or operator signoff on the line provided on the manifest and deliver one copy of the manifest with all required signatures to the Construction Manager. The Contractor will be responsible for providing the manifest and maintaining the signout and signin and logging of each manifest.

The PCB-containing soil and material removed from the Westinghouse site shall be disposed of in one of four approved disposal sites as specified. Because of the long haul distances, the Contractor shall pay for and have on retainer an emergency cleanup crew approved by Westinghouse. The Contractor will have environmental insurance in the case that PCB-containing material being hauled in the truck is involved in a spill. Each transporter shall have clearly visible within his cab a copy of the phone number of the emergency cleanup crew contracted for cleanup of emergency spills. If the transporter is involved in a spill, the transporter shall immediately call the cleanup crew and then call the Contractor, who shall notify Westinghouse.

5.0 WATER MANAGEMENT PLAN

The water management plan must describe in detail measures to prevent the flow of stormwater onto the work area from adjacent property, as well as management of on-site stormwater, groundwater, and clean-up water. The Contractor's water management plan shall

identify the specific equipment and proposed operating procedures required for control, decontamination, and disposal of the water in accordance with applicable regulations. The water management plan is included in the detailed work plan.

6.0 MEASUREMENT

All quantities measured under this contract for the purposes of payment to the Contractor, completion of hauling manifests or any other purposes shall be measured and reported to the following tolerances:

<u>Unit</u>	<u>Measurements rounded to the nearest:</u>
cu yd	1/10 cu yd (0.1 cu yd)
ton	1/100 ton (0.01 ton)
linear ft	1/10 foot (0.1 foot)
event	1.00 event

All quantities will be measured and reported by the Construction Manager. It is the responsibility of the Contractor to request measurement by the Construction Manager at critical points during the progress of the work, such as the delivery of imported materials covered by unit price, or the final preparation of a load to be hauled off the site. The Contractor shall allow sufficient time and access for the Construction Manager to make the necessary determinations. To facilitate the measurement process, the Contractor and Construction Manager may agree in advance on the tare weight or total volume of equipment or vessels planned to be utilized in the work. At the discretion of the Construction Manager, he may accept measurement, estimates, prepared by the Contractor and following verification by whatever means he deems suitable, may sign off on these quantities as final measurement for contract purposes.

The actual methods of measurement for weights and/or volumes of material excavated and transported off-site, as well as material excavated and retained on-site, are described in the detailed work plan.

****END OF SECTION****

SECTION 01040

COORDINATION WITH WESTINGHOUSE
ELECTRIC CORPORATION PLANT

1.0 DESCRIPTION

The existing Westinghouse Electric Corporation plant will be in operation throughout the execution of this contract. The Contractor, therefore, shall schedule and conduct his work to provide no or minimal interference with its operation.

2.0 OPERATION

The Contractor shall conduct his work within the project area limits defined in the contract specifications and drawings unless modified by the Owner.

3.0 SITE ACCESS AND SECURITY

Access to the site shall be via the Landgregan Street entrance.

END OF SECTION

SECTION 01050

SURVEY INFORMATION

The Owner will establish reference bench marks. A survey baseline will not be established by the Owner. The facilities to be excavated can be established with sufficient accuracy from the existing topographic features. From the information provided, the Contractor shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, stakes for fence locations and other working points, lines, and elevations. Survey work shall be performed under the supervision of a licensed land surveyor or registered civil engineer if required. Contractor shall reestablish reference bench marks destroyed by his operations at no cost to the Owner.

****END OF SECTION****

SECTION 01060

SAFETY AND HEALTH

1.0 GENERAL

Portions of the project area have been exposed to materials (polychlorinated biphenyls [PCB]). These substances have been found by accepted sampling and analytical methods to be present in the soils in the construction area. Analytical data on PCB-containing levels can be made available upon request to qualified bidders or the Contractor by the Owner's representative.

The Contractor on this project must be experienced and qualified to anticipate and meet the safety and health requirements of this project. To demonstrate his knowledge of and commitment to safe working practices under all conditions likely to be encountered on this project, the Contractor will develop a Comprehensive Safety Program for review and approval by the Construction Manager before the commencement of work and will ensure that it is scrupulously implemented throughout the construction period. He will assign a professional construction safety representative to the job site on a fulltime basis for the entire construction period who will be responsible for the promotion of safety, the reduction of accident risks, and associated administrative tasks. The Comprehensive Safety Program is one element of the detailed work plan.

2.0 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with Safety and Health Regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, CFR. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, NW, Washington, D. C. 20013.

The Contractor shall also comply with the provisions of the Federal Occupational Safety and Health Act and the California OSHA, as amended.

3.0 SAFE WORK PRACTICES

Workmen may be exposed to toxic and hazardous materials and the Contractor shall require his personnel to observe safe work practices. No person shall be allowed in the areas as designated by the Owner without wearing protective clothing and equipment

supplied by the Contractor. The Contractor shall provide emergency shower facilities and adequate clothing storage in a suitable clothes-changing structure or building.

Recommended safe work practices addressed in the CAL/OSHA Information Bulletin of December 1, 1980; CFE Title 40, Section 761; and EPRI publication FP 1207.11. Guidelines for the protection of personnel in the areas designated by the Owner shall include but not be limited to the following:

1. Impervious boots and gloves of neoprene, viton, or equivalent, certified to be impervious to PCBs, are to be worn.
2. Personal hygiene is most important when associating with CB-containing material. Before eating, drinking, smoking, or attending to personal needs, hands should be washed thoroughly with warm water and soap. Washup facilities shall be provided as specified in Section 01500.
3. No eating in the designated areas is permitted.
4. No smoking in the designated areas is permitted.
5. Boots, hard hats, and safety glasses shall be worn in accordance with recognized safety practices.
6. The generation of airborne dust during construction should be minimized by wetting the construction areas as appropriate.

4.0 REMOVAL OF PCB-CONTAINING MATERIAL

The Contractor accepts responsibility for ensuring that his employees and subcontractors do not accidentally remove any PCB-containing material from the site. A detailed procedure to prevent the removal of any such material from the site will be incorporated into the Contractor's safety program. The following requirements shall be met:

1. Protective clothing and equipment shall not be removed from the site during the course of the work. At the completion of the work, all protective clothing shall be sealed in proper containers for disposal.

2. The Owner shall provide a designated area for cleaning machines and equipment in a location as determined by the Construction Manager. High pressure water and steam cleaning equipment shall be provided by the Contractor as a minimum for the cleaning operation. A suitable solvent (acetone or hexane) or detergents may be required. Water will be made available for the Contractor's use. The Contractor shall provide the necessary steam cleaning equipment. Wastewater and debris from the cleaning operation shall be contained and controlled and disposed of in accordance with applicable regulations. The Contractor shall take all necessary action to ensure that machines and equipment used in the execution of this work do not retain any PCB-containing materials at the site. If, despite these precautions, machines or equipment do retain PCB-contaminating materials, they shall be thoroughly cleaned before leaving or being removed from the site. Tires, wheels, and cat tracks shall be washed down, drained, and dried before leaving the site. Cleaning will be inspected by the Construction Manager and will be done to his satisfaction. No construction equipment will leave the site without prior approval of the Construction Manager. In the event that the Construction Manager requires additional cleaning, this will not be interpreted as an addition to the scope of work and no additional compensation will be given to the Contractor for this cleaning.

4. All machines used for excavation, backfill, grading, or other earthwork will be assumed to have contacted PCB-containing materials and will be cleaned as described before removal from the construction area designated by the Owner. All such machines shall be steam cleaned to the satisfaction of the Construction Manager before leaving the site.

5.0 SPILLAGE

All effort shall be made to ensure that the work under this contract is accomplished without spillage. However, the Contractor shall keep the necessary cleanup materials and equipment readily available and shall ensure that all personnel under his control understand the use and application of these materials. The Contractor shall identify such cleanup materials and equipment in his Comprehensive Safety Program.

The Contractor shall prepare a detail contingency plan identifying proper procedures that must be used in the event of spillage and subsequent cleanup work. The procedure shall specify manpower, equipment, tankage, materials, and methods of handling materials, and shall be included in the Comprehensive Safety Program.

****END OF SECTION****

SECTION 01200

PROJECT MEETINGS

1.0 GENERAL

Project meetings will be held as often as necessary by the Construction Manager. Meetings will normally be held weekly. The Contractor, the safety specialist, and other representatives as required shall attend.

The purpose of the meetings will be to discuss schedule, progress, coordination submittals, and job-related matters.

2.0 PRECONSTRUCTION

A preconstruction meeting will be held after award of contract and at a time and place designated by Westinghouse Electric Corporation. The purpose of the meeting is to identify specific administration, safety, health, security, and other work items.

END OF SECTION

SECTION 01300

SUBMITTAL PROCEDURE

1.0 GENERAL

Where required by the specifications, the Contractor shall submit descriptive information which will enable the Construction Manager to determine whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results, and such other information, all as specifically required in the specifications.

2.00 CONTRACTOR'S RESPONSIBILITIES

Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings. If the information shows deviations from the specifications or drawings, the Contractor shall, by statement in writing accompanying the information, identify the deviations and state the reason therefore. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where his submittal may affect the work of another contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

The Contractor may authorize in writing a material or equipment supplier to deal directly with the Construction Manager or with the Owner with regard to a submittal. The Contractor, however, shall be responsible for the accuracy and completeness of information contained in all submittals.

3.0 TRANSMITTAL PROCEDURE

A. GENERAL:

Submittals regarding material and equipment shall be accompanied by a transmittal form 01999. A separate form shall be used for each specific item, class of material, equipment, and

items specified in separate, discrete sections, for which the submittal is required. Submittals for various items may be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

B. DEVIATION FROM CONTRACT:

If the Contractor proposes to provide material or equipment which does not conform to the specifications and drawings, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies. He shall prepare his reason for a change, including cost differential, and shall request a change order to cover the deviations.

C. SUBMITTAL COMPLETENESS:

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned.

4.0 REVIEW PROCEDURE

When the contract documents require a submittal, the Contractor shall submit four copies of all the submitted information.

Unless otherwise specified, within 3 days after receipt of the submittal, the Construction Manager shall review the submittal and return one copy. The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment, or work method is in general conformance with the design concept and complies with the drawings and specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections.

3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED--SEE REMARKS." Submittals with deviations which have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

5.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Construction Manager or the Owner, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Owner has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

****END OF SECTION****

SECTION 01500

CONTRACTOR'S UTILITIES

1.0 OFFICE

The Contractor shall maintain a suitable office at the site of the work.

2.0 TELEPHONE

The Contractor shall provide telephones that shall be available for use by the Construction Manager.

3.0 POWER

The Contractor shall furnish, install, and maintain a complete and approved temporary light and power system during construction. Temporary electrical services shall conform to all national electrical codes, state labor laws, and federal OSHA requirements.

The Contractor shall provide and maintain electrical power services during the duration of the contract and shall pay for the costs of all electrical power used.

4.0 SANITARY FACILITIES

The Contractor shall provide toilet and washup facilities for his work forces at the site of the work. Facilities shall be provided for changing protective clothing and gear and for showering. They shall comply with applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.

The Contractor shall be responsible for ensuring that the provisions of Section 01060, Safety and Health, are complied with.

5.0 WATER

A water source for construction will be designated by the Owner. The Owner will also pay for normal water usage during the construction period.

The Contractor, at his own expense, shall provide any additional extensions and water service that he requires to properly complete his work.

Before completion of the project, the temporary supply shall be removed and the tap in the main supply properly capped.

The Contractor shall provide drinking water for his own employees as required by OSHA.

****END OF SECTION****

SECTION 01560

ENVIRONMENTAL CONTROLS

1.0 SITE MAINTENANCE

The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

2.0 AIR POLLUTION CONTROL

The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. He shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water as specified in paragraph 4, or other means as necessary.

3.0 NOISE CONTROL

In the course of the Contractor's work, the noise generated shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dBA at a distance of 50 feet from the noise source.

4.0 RUNOFF CONTROL

The Contractor shall provide a water management plan as specified. The plan shall include the methods the Contractor shall use to control stormwater runoff, runoff from the work areas and washdown (equipment cleaning) facilities, and groundwater encountered during excavation. Water used in the equipment cleaning areas, groundwater removed from the excavations, and runoff water from the work areas shall be handled and disposed of as PCB-containing material. The water management plan is included as an element of the detailed work plan.

To control dust, all areas shall be sprinkled lightly with water to moisten the top surface of soil. Excessive sprinkling of water that causes water to form eroded pathways through the work areas shall not be allowed. In the event that runoff occurs from the dust control watering, this runoff shall be collected

and disposed of as PCB-containing materials in accordance with the detailed work plan.

****END OF SECTION****

SECTION 01700

RESTORATION OF IMPROVEMENTS

1.0 STRUCTURES

The Contractor shall remove such existing structures as may be necessary for the performance of the work and shall rebuild the structures thus removed in as good a condition as found with the requirements specified. He shall also repair existing structures which may be damaged as a result of the work under this contract.

2.0 ROADS AND STREETS

Unless otherwise specified, roads and streets in which the surface is removed, broken, or damaged, or in which the ground has caved or settled during the work under this contract, shall be resurfaced and brought to the original grade and section. Roadways used by the Contractor shall be cleaned and repaired. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of loose material. Repair work shall conform to the paving specifications.

3.0 RAILROAD SPUR

The existing center railroad track spur shall be rebuilt after completion of the necessary excavation and regrading of the site. The track elevation and alignment shall be reconstructed to be identical to that currently existing. All track reconstruction shall be in strict conformance with Southern Pacific construction criteria. The existing railroad spurs located at the northern and southern boundaries of the site will not be rebuilt.

4.0 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS

Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition.

Existing guard posts, barricades, and fences shall be protected and replaced if damaged.

5.0 PROTECTION OF EXISTING INSTALLATIONS

The Contractor shall immediately correct or replace existing equipment, controls, or systems which are damaged as a result of his operations.

6.0 PROTECTION OF EXISTING MONITORING WELLS

The Contractor shall be aware that existing groundwater monitoring wells in the vicinity of the west fence area are to be maintained. These wells are monitored periodically and Owner access must be provided. These wells are not to be disturbed or contaminated. If any of these wells are destroyed or contaminated as a result of the Contractor's operation, he shall be responsible for corrective measures including drilling a new well to Westinghouse's specifications or reimbursing Westinghouse for the cost of replacing each well and providing monitoring facilities to the satisfaction of regulating agencies with jurisdiction.

Several wells within the Contractor's work area shall be removed during excavation and regrading of the site. The Owner will provide to the Contractor a site plan which identifies the specific wells to be removed and those to be retained. The Contractor shall indicate the appropriate well protection and well removal procedures in the Contractor's work plan.

7.0 PROTECTION OF EXISTING TRANSFORMERS AND UNDERGROUND ELECTRICAL SERVICE

The Contractor shall maintain the integrity of the existing transformer station located adjacent to the northern fence line and provide the necessary measures needed to assure continuity of electrical service to the adjacent Westinghouse building. The detailed work plan includes details on the methods and materials which will be used to protect the electrical service.

****END OF SECTION****

SECTION 01720

RECORD DRAWINGS

The Contractor shall provide the Construction Manager one neatly and legibly marked set of full-size (D size) contract drawings showing the final boundaries of the cleanup area, depth of removal, and fence locations. Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. These drawings shall be available to the Construction Manager.

END OF SECTION

DIVISION 2

SITE WORK

Section

Title

02200

EARTHWORK, CLEARING, AND GRUBBING

SECTION 02200

EARTHWORK, CLEARING, AND GRUBBING

PART 1--GENERAL

1.01 DESCRIPTION

This section specifies earthwork which consists of excavation, filling, grading, and excess material control, and cleaning and grubbing.

1.02 DEFINITIONS

A. COMPACTION:

The degree of compaction is specified as percent compaction. Maximum or relative densities refer to dry soil densities obtainable at optimum moisture content.

B. EXCAVATION SLOPE:

Excavation slope shall be defined as an inclined surface formed by removing material from below existing grade.

1.03 QUALITY ASSURANCE

A. SUBMITTALS:

Samples of fill materials to be used shall be submitted 5 days minimum in advance of use. Samples shall consist of 0.5 cubic feet of each type of material.

PART 2--MATERIALS

2.01 FILL MATERIALS

Specifications for fill material are provided in the detailed work plan.

PART 3--EXECUTION

3.01 GENERAL

A. CLEARING AND GRUBBING:

Unless otherwise specified, the Contractor shall remove obstructions such as brush, trees, logs, stumps, roots, heavy sod, vegetation, rock, stones larger than 6 inches in any dimension, broken or old concrete and pavement, debris, and structures where the completion of the work require their removal. The three existing railroad spurs on the site shall be removed, including all rails, cross ties, ballast rock, and appurtenances.

No material is to be removed from the site without permission of the Construction Manager. Material removed from the various areas on site shall be disposed of off site as specified.

At the time materials are encountered, and before their disturbance or removal, the Construction Manager shall determine and shall inform the Contractor whether such materials are classified as containing or not containing PCB materials. All the latter materials shall be kept separate from the former materials and shall be handled and disposed of as specified. All materials containing PCBs, whether soil, vegetation, rubbish, debris, or rock, shall be handled and disposed of as contaminated material as specified.

B. UTILITY INTERFERENCE:

The location of existing utilities as specified on the drawings will be field located and marked on the ground by the Owner in areas where construction work will occur. The Contractor shall pothole the existing utilities at all possible interferences in an area or with a particular piping system before proceeding with construction work. Any necessary redesign or relocation of existing or new facilities will be determined before any construction work may proceed in areas affected. The detailed work plan includes details on the methods and materials which will be used in protecting the existing transformers and electrical service.

C. BORROW MATERIAL:

Material of the specified class shall be imported to bring grade up to existing elevations.

D. HAULING:

The truck loads shall be trimmed and the vehicle shelf areas shall be cleaned after each loading. The truck shall be cleaned as specified in Section 01060 and shall be secured as required by regulatory agencies for hauling hazardous wastes on public roadways which will include but not be limited to:

1. Assuring that the truck bed is lined with plastic sheeting (visqueen).
2. Assuring that the tailgates are sealed.
3. Assuring that load is covered with a tarp.

E. HAUL ROADS:

The Contractor shall use the designated site access to avoid interference with plant operations.

3.02 CLASSIFICATION OF FILL

Information on classification of fill is provided in the detailed work plan.

****END OF SECTION****

CERTIFICATE OF SERVICE

I hereby certify that the original of the foregoing Consent Agreement and Final Order, Docket Number TSCA-09-013C, was filed with the Regional Hearing Clerk, EPA, Region 9, and that copies were sent, certified mail, return receipt requested, to:

Westinghouse Electric Corporation
Attention: Roger E. Wills, Jr., Esq.
Chief Counsel, Environment
Law Department
Westinghouse Building
Gateway Center
Pittsburg, Pennsylvania 15222

The Honorable Gerald Harwood
Administrative Law Judge
Office of the Administrative Law Judges (MC A-110)
U.S. Environmental Protection Agency
Washington, D.C. 20460

Thomas A. Welch, Esq.
John E. Schulz, Esq.
Brobeck, Phleger & Harrison
One Market Plaza
Spear Street Tower
San Francisco, California 94105

October 30, 1984
Date

Caren Howell
Toxics and Waste Management Division
Region 9