

**SOLID & HAZARDOUS WASTE DIVISION
STORAGE TANK PROGRAM
GUIDANCE DOCUMENT #9**

SUBJECT: **CONTAMINATED SOILS EXCAVATION, TRANSPORTATION, AND DISPOSAL WORK ORDERS**

SCOPE: This document provides procedures that must be followed by the Storage Tank Program (STP) when using work orders for contaminated soil excavation, transportation, and disposal.

INTRODUCTION: The STP uses excavation and transportation work orders and disposal work orders as a cost-effective method to hire contractors for removal of contaminated soil from source areas. These work orders are limited to \$50,000 for excavation, backfill, and transportation and \$35,000 for disposal. Work orders can be signed by STP personnel.

GUIDELINES:

 If contaminated soil is discovered during a tank removal, STP personnel may authorize the tank removal contractor to excavate the contaminated soil. The STP representative completes the “Storage Tank Program Contaminated Soil Excavation and Transportation Work Order” and the “Storage Tank Program Contaminated Soil Disposal Work Order.” The work orders are signed by the contractors and the STP representative.

 Contractors performing this work must be on the STP’s list of qualified contractors. All workers exposed to contaminated soils or vapors must be in compliance with 29 CFR 1910.120(e) of the federal OSHA regulations and Section 1910.120, Wyoming Occupation Health and Safety (WOHS) Department Rules and Regulations.

 The signed work orders are sent to the STP Manager after the work has been completed. The STP Manager prepares a memorandum to the Procurement Manager, which is sent to Procurement through the Solid & Hazardous Waste Division (SHWD) Administrator.

 The work orders that must be used are attached to this guidance document.

Work Order Limitations

 The contaminated soils excavation, transportation, and disposal work orders cannot be used at remediation sites. They may only be used during tank removals when it is beneficial to remove contaminated soil because the excavation is open and the contractor is on site. There may be other extenuating circumstances where these work orders can be used; however, the use of these work orders in other situations will require prior approval from the SHWD Administrator. If the work orders are used in any situation other than a tank removal, the request must be put in writing by the STP project manager and submitted to the STP Manager. If approved by the STP Manager, the request will be submitted to the SHWD Administrator for final approval.

**GUIDANCE DOCUMENT #9
CONTAMINATED SOILS EXCAVATION, TRANSPORTATION,
AND DISPOSAL WORK ORDERS**

ATTACHMENTS

**STORAGE TANK PROGRAM SOIL DISPOSAL
BID REQUEST & WORK ORDER**

FACILITY ID NO: _____

CONTRACTOR: _____ TAX ID: _____

ADDRESS: _____

CONTACT & PHONE: _____

(hereinafter referred to as **CONTRACTOR**) is to accept disposal of petroleum contaminated soils.

DISPOSAL LOCATION: _____

DISPOSAL METHOD: _____

START DATE & TIME: _____ . _____

Soils are from a facility located at _____

(type of facility: _____).

Disposal shall be in accordance with WDEQ Solid & Hazardous Waste Division authorized disposal plans. By signing this order, **CONTRACTOR** hereby agrees to perform the disposal services requested above, as directed by the WDEQ. **CONTRACTOR** will perform all disposal services in accordance with applicable state and federal laws and regulations. **CONTRACTOR** certifies that he/she is registered to do business in Wyoming. WDEQ has the authority to suspend work, in writing, wholly or in part for failure to correct conditions unsafe for the general public, for failure to carry out provisions of the order, in particular non-compliance with WOHS safety standards; for failure to carry out specific orders; or for conditions considered unsuitable for the prosecution of work. If the **CONTRACTOR** does not accept the recommendations by WDEQ, work shall be suspended until the safety or health hazard has been remedied. No damages shall be claimed as a result of this contract. The State of Wyoming does not waive its sovereign immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this agreement. Further, the State of Wyoming does not indemnify **CONTRACTOR** for work performed under this agreement.

DESCRIPTION

Attach brief description of work requested including location, type of work, disposal options, etc.

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PAYMENT:

Payment shall be consistent with the **attached** rate schedule. **Under no circumstances will the total cumulative amount paid to CONTRACTOR for services provided in accordance with this Work Order exceed thirty-five thousand dollars (\$35,000.00).** Payment for services will be made on a one time basis and shall not exceed,

\$ _____
(numbers)

(words)

Authorized Company Representative

Date

Title

Authorized WDEQ Representative

Date

Title

AMENDMENT 1:

Payment for services will be made on a one time basis and shall not exceed,

\$ _____
(numbers)

(words)

Authorized Company Representative

Date

Title

Authorized WDEQ Representative

Date

Title

STORAGE TANK PROGRAM EXCAVATION & TRANSPORTATION WORK ORDER

FACILITY ID NO: _____

COMPANY: _____ TAX ID: _____

ADDRESS: _____

CONTACT & PHONE: _____

(hereinafter referred to as **CONTRACTOR**) is to excavate soils in an area and to a depth as specified and defined by the Wyoming Department of Environmental Quality, Solid & Hazardous Waste Division (WDEQ/SHWD).

EXCAVATION LOCATION: _____

WORK START DATE/TIME: _____

Petroleum contaminated soils shall be separated from clean soils and placed in separate stock piles.

CONTRACTOR shall haul contaminated soils to _____ disposal site. The disposal site owner shall be paid by WDEQ/SHWD directly. **CONTRACTOR** is responsible for clearing utilities. **CONTRACTOR** shall implement a WDEQ/SHWD-approved site health and safety plan.

Only areas identified by the WDEQ/SHWD representative on site shall be excavated. **CONTRACTOR** shall: remove and dispose of all concrete and asphalt above the soils to be excavated, remove and stockpile all non-contaminated soils found above the contaminated soils in the excavation, remove and dispose all contaminated soils as directed by the WDEQ/SHWD representative, backfill the excavation with stockpiled non-contaminated soils and approved fill material, and replace road base to its original condition.

By signing this work order, **CONTRACTOR** hereby agrees to perform the excavation services requested above as directed by WDEQ/SHWD. **CONTRACTOR** shall perform all excavation-related work in accordance with applicable state and federal laws, rules, and regulations. All workers exposed to the contaminated soils or vapors must be in compliance with 29 CFR 1910.120(e) of the federal OSHA regulations and Section 1910.120, Wyoming Occupation Health and Safety (WOHS) Department Rules & Regulations. **CONTRACTOR** certifies that he is registered to do business in Wyoming. **CONTRACTOR** is acting as an independent contractor and will assume liability for all investigation work associated with this order. WDEQ/SHWD has the authority to suspend work, in writing, wholly or in part, for failure to correct conditions unsafe for the general public, for failure to carry out provisions of the order, for non-compliance with WOHS safety standards, for failure to carry out specific orders, or for conditions considered unsuitable for the prosecution of work. If the **CONTRACTOR** does not accept the recommendations by WDEQ/SHWD, work shall be suspended until the safety or health hazard has been remedied. No damages shall be claimed as a result of work suspension. **CONTRACTOR** must maintain a minimum of \$500,000.00 liability coverage for work associated with this order. State of Wyoming does not waive its sovereign immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this agreement. Further, the **CONTRACTOR** shall release, indemnify, and hold harmless the State, the WDEQ, and their officers, agents, employees, successors, and assignees from any cause of action, or claims, or demands arising out of the **CONTRACTOR'S** performance under this contract.

DESCRIPTION:

Attach brief description of work requested including location, type of work, disposal options, etc.

PAYMENT:

Payment shall be consistent with the **attached** rate schedule. Hourly compensation for employees of **CONTRACTOR** shall be no less than required by the Prevailing Wage Act and Davis-Bacon Act where applicable. Overtime for services will not be paid by WDEQ/SHWD unless previously authorized. **Under no circumstances will the total cumulative amount paid to CONTRACTOR for services provided in accordance with this Work Order exceed fifty thousand dollars (\$50,000.00).** Payment for services will be made on a one time basis and shall not exceed,

\$ _____
(numbers)

(words)

Authorized Contractor Representative

Date

Title

Authorized WDEQ/SHWD Representative

Date

Title

AMENDMENT 1:

Payment for services will be made on a one time basis and shall not exceed,

\$ _____
(numbers)

(words)

Authorized Contractor Representative

Date

Title

Authorized WDEQ/SHWD Representative

Date

Title