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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
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FEB 24 2004

By Facsimile and Certified Mail
Return Receipt

REPLY TO THE ATTENTION OF
Privileged and Confidential

Blue Tee Corporation
c/o: Terri Faye, Esq.
Babst, Calland, Clements and Zomnir
1 North Maple Avenue
Greensburg, PA 15601

C-14J

Re: Old American Zinc Superfund Site (IL) - Response to Blue Tee Comments on Modified Remedial Investigation and Feasibility Study (RI/FS) Statement of Work (SOW)

Dear Ms. Faye:

The United States Environmental Protection Agency (EPA) is in receipt of your letter of February 20, 2004. This EPA response letter and the attached February 23, 2004, revised AOC and modified SOW are the formal response of EPA. Because this concerns negotiations for a potential settlement, I am sending this to only the parties EPA contemplates will be signing the CERCLA Section 106 Administrative Order by Consent (AOC) for RI/FS at the above referenced Site: Blue Tee and the General Services Administration (GSA). Please inform me at once if this is not the case.

In response to the legal issue raised in your letter, as to whether your client would rather receive a CERCLA Section 106 Unilateral Administrative Order (UAO), or sign an AOC to the same effect, I would point out that in the present matter the ultimate legal requirements of either document are the same. Both compel RI/FS work activity, and while the UAO cannot compel the payment of past costs, the AOC obviously offers a covenant and contribution protection for all work performed as well as costs paid. EPA has been negotiating in good faith towards the resolution of this part of Site requirements through an AOC, and will continue to do so for the present.

In response to the technical comments raised in your letter, EPA has specifically addressed each separate issue. (Please note that EPA responses are designated as such and appear as shaded text). Please review the responses below and the attached SOW modification. EPA is willing to hold one (1) conference call or face-to-face negotiation session, if Blue Tee (or GSA) requests such a meeting. However, because of the need to move forward to completion of this matter, EPA requires that any such meeting be scheduled and held within ten (10) calendar days of your receipt of this letter. At the end of the 10-day period, if the parties have not resolved the AOC and SOW (with written commitments to execute said documents), then EPA is prepared to conclude negotiations and seek other enforcement options.

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In reference to your specific technical comments on the SOW:

Schedule

A threshold issue raised by the changes EPA made to the SOW relates to the schedule. As noted in your letter, you indicated that the due dates have been modified in accordance with the changes to the form of the documents, but that no requirements or obligations were altered. However, our review indicates that the revised due dates do have an impact on the substantive work and require further modification as discussed below.

First, as a general concept, Blue Tee believes that it is important and appropriate for submissions of final documents to be tied to the opportunity to discuss agency comments on the draft documents. Absent the opportunity to have such discussions, Blue Tee might have to proceed to make changes based upon comments that it does not fully understand. Therefore, the relevant portions of the text and Table with the Schedule for Major Deliverables should specify that deliverables are due a specified number of days from a meeting to discuss agency comments (as opposed to a number of days from receipt of the comments.)

EPA Response:

Meetings and discussions of comments on draft documents are a normal part of progressing toward the final document. Typically, EPA discusses such comments with Respondents, either by phone or in person. Since this activity is a normal part of the process to progress from a draft to a final document, and since EPA already considered this activity when estimating final deliverable due dates, there is no need to change the SOW for this purpose.

Page 9, of 27-Task 4. This section has been revised to provide that the draft RI Report must be submitted within 120 days of receipt of the last set of RI analytical data. Because the revised draft now separates the submission of the RI from the FS, more time will be required for submission of the draft RI Report. Blue Tee proposes that it be due 210 days after receipt of the RI data. In addition, the last version of the SOW provided that the final RI Report must be submitted within 60 days of meeting to discuss EPA's comments. The revised SOW requires the final RI Report to be submitted within 30 days of receipt of EPA's comments. Again, Blue Tee believes that it is important for the submittal date to be tied to an opportunity to discuss EPA's comments. In addition, Blue Tee requests a minimum of 45 days to revise the RI Report after receipt and discussion of EPA's comments.

EPA Response:

EPA will agree to extend the due date for submitting the draft RI Report to 150 days of receipt of the last set of RI analytical data.

See earlier response. EPA will not agree to adjusting the due date of the final RI Report based on

an EPA/Respondent meeting.

EPA will agree to extend the due date for submitting the final RI Report from 30 to 45 days of receipt of EPA comments.

Page 20 of 27, Paragraph 6. Comparative Analysis of Remedial Action Alternatives. This section provides that the final FS Report must be submitted within 30 days of the receipt of the comments on the draft FS Report. Again, Blue Tee believes that submissions should be tied to any discussions intended to clarify EPA comments. Also, 30 days may not be sufficient to revise a FS Report. For these reasons, Blue Tee requests that the final FS Report shall be submitted within 45 days of a meeting with EPA to discuss EPA comments on the draft FS Report.

EPA Response:

See earlier response. EPA will not agree to adjusting the due date of the final FS Report based on an EPA/Respondent meeting.

EPA will agree to extend the due date for submitting the final FS Report from 30 to 45 days of receipt of EPA comments.

Work Plan

The current draft SOW does not provide for preparation of a Work Plan. Blue Tee believes that it is imperative that there be an agreed upon Work Plan. In fact, EPA Guidance contemplates that a Work Plan will be developed as part of the Scoping Phase of the work. Therefore, the first task that should be performed is the development of the Work Plan. Those tasks which currently are listed as elements of the RI/FS Support Sampling Plan, such as the Data Gap Description discussed on page 3 of 27, paragraph B, should be discussed under the new Task 1 - Work Plan.

EPA Response:

EPA believes that the Support Sampling Plan contains the major components of a work plan; therefore, EPA will not change the SOW to add a work plan. For clarity, EPA will revise the wording in Section E of Task 1 to indicate that the schedule required in the SSP applies to all RI/FS tasks, not just those of the SSP.

EPA does not believe any reorganization of tasks under the SOW is needed.

RI/FS Support Sampling Plan

The RI/ FS Support Sampling Plan ("SSP") does not address or resolve what sampling will be required. Blue Tee believes that this issue should be addressed in the Work Plan. If the issue of what sampling is required is not addressed, a very complicated SSP providing for phased or

iterative sampling will be required. This would be cumbersome and time consuming.

EPA Response:

Further specifics of sampling will be included in the Respondent's SSP. It is not appropriate for the SOW to be very specific for the sampling required among media.

Subparagraphs B. i. Waste Characterization through B. vii. Pilot Tests. Blue Tee is unclear as to why these tasks are included under the Data Gap Description section. While these tasks describe work to be done as part of a Support Sampling Plan, it does not seem that they should be discussed in the portion of the Support Sampling Plan that discusses the Data Gap Analysis. It seems that these are stand-alone sections of a Support Sampling Plan, or in the case of the Pilot Tests, a separate section altogether. Also, note that Gary Uphoff previously provided comments on the Waste Characterization section that have not been addressed.

EPA Response:

EPA does not believe that reorganization of SOW tasks as stated serves much of a purpose at this time.

EPA previously considered Mr. Uphoff's comments. Previous responses by EPA and modifications to the initial draft SOW reflect EPA's consideration of Mr. Uphoff's comments.

B. vi. Ecological Assessment. The Terrestrial Threatened and Endangered Species Assessment should be done prior to drafting the Ecological Assessment Plan. If a terrestrial threatened and endangered species is identified at the Site, only risk to that terrestrial species should be assessed. This section should reflect that concept.

EPA Response:

EPA already revised the current wording in this section based on earlier Respondent comments. This change allows for a less comprehensive ecological assessment than EPA initially described. EPA does not believe that this section needs to be further revised.

Section C. 6. Quality Assurance Project Plan ("QAPP"). The numbering for this section is somewhat confusing. The QAPP is a part of the SSP and should be discussed in that section of the SOW.

EPA Response:

The latest version of the SOW that EPA sent to the Respondent has the QAPP under the SSP as Task 1, Section C, Subsection i.

Task 2: Community Involvement Support

Blue Tee requests that EPA provide it with a sample Technical Assistance Plan ("TAP") so that it better understands this requirement. In addition, the timeline for this Task should be revised. Currently, this section provides that "no later than by the date that the draft SSP plan is due to U.S. EPA, Respondents will select the TAP recipient, release $5,000 in start-up funds, confirm selection of the Technical Advisor and finalize an appropriate contract:..." The current version of the SOW provides that the draft SSP is due to EPA 120 days after the effective date of the Order. Blue Tee does not believe that 120 days will be enough to write the TAP, address EPA comments, publicize the TAP, select the recipient, release funds, etc. Further, you requested that Blue Tee propose additional terms for the TAP. Blue Tee proposes that the TAP funds can be used to review reports and provide comments, but shall not be used for taking any samples.

EPA Response:

EPA will check to see if a final version of a TAP is available for the Respondent.

The Respondent is required to select the TAP recipient and release funds only if a qualified community group is in place. It is unlikely that such a group will be in place at this Site 120 days after the effective date of the Order. If a group is in place by that time, EPA believes that the time period allowed in the SOW is sufficient to accomplish the tasks described.

EPA will revise the SOW to indicate that TAP funds cannot be used for sampling.

Task 4: RI Report

Attached is a revised outline for the Site Description and Background which Blue Tee believes is more appropriate for this Site for which groundwater is not the predominant media of concern.

EPA Response:

EPA believes that the current organization of the SOW is acceptable. Furthermore, EPA will not consider such a major rewrite of the SOW at this stage of negotiations. EPA has stated to the Respondent in recent correspondence that it will not consider such major changes.

New Task 5: Risk Assessment

Blue Tee believes that Task 4, Section 2.8 should be retitled "Task 5: Risk Assessment," the discussion of the Human Health Risk Assessment should be Section 5.1, and old 2.9 Ecological Risk Assessment should be new 5.2.

EPA Response:

EPA will not consider such a significant reorganization of the SOW at this time.

Also, the discussion of the Ecological Risk Assessment should specify that it will be limited to aquatic species and any threatened and endangered terrestrial species that are identified as being located at the Site.

EPA Response:

EPA will make this clarification in the Ecological Risk Assessment section of the RI Report task, even though this is already stated in Task 1, Section B, Subsection vi.

Old Task 5, New Task 6: Alternatives Array Document ("AAD")

Page 17 of 27, last paragraph. The revised AAD, if necessary, would be submitted within 45 days after the meeting with EPA to discuss EPA comments.

EPA Response:

See earlier response. EPA will not change the due date of the revised AAD based on an EPA/Respondent meeting.

EPA will agree to extend the due date for submitting the revised AAD from 30 to 45 days of receipt of EPA comments.

Old Task 6, New Task 7: FS Report

Page 20 of 27, Section 6, Comparative Analysis of Remedial Action Alternatives, last paragraph. The final FS Report will be submitted within 45 days of the meeting with EPA to discuss EPA's comments.

EPA Response:

See earlier response. EPA will not change the due date of the final FS Report based on an EPA/Respondent meeting.

EPA will agree to extend the due date for submitting the revised FS Report from 30 to 45 days of receipt of EPA comments.

Please consider these EPA comments, review the attached revised SOW and contact me with any comments or questions at 312/886-6613.

Sincerely yours,

Tom Turner
Assoc. Regional Counsel

Attachments

cc: R. Murawski, RPM
US EPA, Region 5 (SR-6J)

G. Watts, Enf. Spec.
US EPA, Region 5 (SR-6J)

GSA, c/o: D. Pinkston, Esq.
US DOJ/Def. - Denver, CO

DRAFT

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF: Old American Zinc (OAZ) Site American Zinc, Lead and Smelting Company: American Zinc Company of Illinois; RESPONDENTS, General Services Administration, FEDERAL RESPONDENT. Proceeding Under Sections 104, 122(a), and 122(d)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act as amended (42 U.S.C. Sections 9604, 9622(a), 9622(d)(3)).	U.S. EPA Docket No.

ADMINISTRATIVE ORDER ON CONSENT
FOR REMEDIAL INVESTIGATION AND FEASIBILITY STUDY

I. INTRODUCTION

1. This Administrative Order on Consent (Consent Order) is entered into voluntarily by the United States Environmental Protection Agency (EPA), and Blue Tee Corp., as successor to American Zinc, Lead and Smelting Company and American Zinc Company of Illinois, that are collectively called the "Respondents;" and, the General Services Administration (GSA), a federal agency, called the "Federal Respondent." The Consent Order concerns the preparation of, performance of, and reimbursement for all costs incurred by EPA in connection with a remedial investigation and a feasibility study (RI and FS or RI/FS) for the Old American Zinc (OAZ) Superfund Site in Fairmont City, Illinois (the Site), which is generally depicted in Attachment A, as well as past response costs (with the exception of Blue Tee Corp. as to past response costs incurred through the execution of the Removal Action Administrative Order on Consent).

II. JURISDICTION

2. This Consent Order is issued under the authority vested in the President of the United States by Sections 104, 122(a) and 122(d)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9604, 9622(a), 9622(d)(3) (CERCLA). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (1987), and further delegated to Regional Administrators as of January 16, 2002, by U.S. EPA Delegation Nos. 14-1 and 14-2, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-1 and 14-2.

3. The Respondents and Federal Respondent agree to undertake all actions required by the terms and conditions of this Consent Order. In any action by EPA or the United States to enforce the terms of this Consent Order, Respondents and Federal Respondent consent to and agree not to contest the authority or jurisdiction of the Regional Administrator or the Superfund Division Director to issue or enforce this Consent Order, and agree not to contest the validity of this Order or its terms.

4. The Respondents' and Federal Respondent's participation in this Consent Order shall not constitute an admission of liability or agreement with EPA's findings or determinations contained in this Consent Order, except in a proceeding to enforce the terms of this Consent Order.

III. PARTIES BOUND

5. This Consent Order shall apply to and be binding upon EPA and shall be binding upon the Respondents and Federal Respondent, their agents, successors, assigns, officers, directors and principals. Each Respondent is jointly and severally responsible for carrying out all actions required of it by this Consent Order. Compliance or non-compliance by one or more Respondents with any provision of this Consent Order shall not excuse or justify non-compliance by any other Respondent. The signatories to this Consent Order certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. No change in the ownership or corporate status of the Respondents or of the facility or Site shall alter Respondents' responsibilities under this Consent Order.

6. The Respondents shall provide a copy of this Consent Order to any subsequent owners or successors before ownership

rights or stock or assets in a corporate acquisition are transferred. Respondents and Federal Respondent shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order, within 14 days after the effective date of this Consent Order or the date of retaining their services, whichever is later. Respondents and Federal Respondent shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondents and Federal Respondent are responsible for compliance with this Consent Order and for ensuring that their subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Consent Order.

IV. STATEMENT OF PURPOSE

7. In entering into this Consent Order, the objectives of EPA, the Respondents and the Federal Respondent are: (a) to determine the nature and extent of any contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site or facility, by conducting a remedial investigation; (b) to determine and evaluate alternatives for remedial action (if any) to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site or facility, by conducting a feasibility study; and (c) to recover response and oversight costs incurred by EPA with respect to the Site.

8. The activities conducted under this Consent Order are subject to approval by EPA and shall provide all appropriate necessary information for the RI and FS Reports, the baseline risk assessment, and for a Record of Decision (ROD) that is consistent with CERCLA and the National Contingency Plan (NCP), 40 C.F.R. Part 300. The activities conducted under this Consent Order shall be conducted in compliance with all applicable EPA guidance, policies, and procedures.

V. EPA'S FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, EPA hereby finds, and, for purposes of enforceability of this Order only, the Respondents and Federal Respondent stipulate that the factual statutory prerequisites

under CERCLA necessary for issuance of this Consent Order have been met. EPA's findings and this stipulation include the following:

9. The Site is located in Fairmont City, Illinois and consists of approximately 132 acres of industrial property, including any affected creeks and wetlands; and, potentially, an unknown number of other residential, industrial, commercial and school properties, that surround the former OAZ smelter property.

10. The Site is generally depicted in a map attached as Attachment A.

11. Granby Mining and Smelting Company built a primary zinc smelter on the Site in 1912 and operated the facility until 1916. American Zinc Company of Illinois, a subsidiary of American Zinc, Lead and Smelting Company, purchased the smelter in 1916 and continued smelting operations at the facility until 1967.

12. In 1941, the Defense Plant Corporation (DPC), a federally established entity, leased property from American Zinc at Fairmont City, Illinois. DPC contracted with American Zinc to have facilities, equipment and machinery added to the leased property. DPC then leased the same property back to American Zinc. In 1941, another federally created entity, the Metals Reserve Company (MRC), contracted with American Zinc in order to supply and store zinc concentrates on American Zinc property. In 1943, MRC contracted to buy metallic zinc residues from American Zinc. In 1950, American Zinc purchased the additions to the Fairmont City, Illinois property. The federal entity known as the "General Services Administration" is the current successor to DPC and MRC.

13. In 1967, American Zinc discontinued operations at the Site and dismantled the facility. In 1976, XTRA Intermodal, Inc. ("XTRA") leased, and in 1979 purchased, the Site property from Azcon Corporation, a successor to American Zinc (and predecessor of Blue Tee Corp.)

14. XTRA Intermodal, Inc. used the property to store truck semi-trailers. During its ownership, XTRA Intermodal spread some of the remaining zinc slag piles over various sections of the Site to provide a level surface for semi-trailer truck movement and storage.

15. In November of 1994 the Illinois Environmental

Protection Agency conducted an Integrated Site Assessment (ISA) at this Site. Laboratory analysis of samples taken from the Site showed high levels of arsenic, cadmium, copper, lead, mercury, and zinc. Numerous soil samples were also taken from the OAZ industrial property and surrounding areas. An analysis of these soil samples showed elevated levels of arsenic, lead, and zinc.

16. On February 14, 1996 the Illinois Department of Public Health prepared a Health Consultation Report on this Site. The report concluded that:

a. The OAZ Site in Fairmont City, Illinois poses a public threat based on chronic exposure of children to arsenic, cadmium, and lead in residential soils surrounding the OAZ industrial property.

b. Nearby residents are exposed to contaminated airborne particles which originate on-Site. This exposure would be the highest during dry windy periods or when Site activity is high. The extent of this exposure and resulting health effects (if any) cannot be determined without sufficient air monitoring data.

c. Worker exposure to on-Site contaminants certainly occurs. The highest exposures would likely occur during activities which disturb the waste material.

17. On November 2, 1999 EPA conducted a follow-up Site assessment at this Site, including surrounding residential areas. An analysis of samples taken during this Site assessment revealed high lead levels in samples taken from the former OAZ property and samples taken from adjacent residential properties. The lead concentrations in the samples taken exceed the EPA removal action levels of 400 mg/kg for lead in residential soils and 1000 mg/kg for lead in industrial soils.

18. On March 22, 2002, EPA entered into a CERCLA Section 106 Administrative Order by Consent (AOC) with Blue Tee Corp., as successor to American Zinc, Lead and Smelting Company and American Zinc of Illinois. The AOC requires the performance of sampling and, as necessary, removal actions at the residential and other at-risk properties adjacent to the Site, and prevention of recontamination of these adjacent properties. In return for performing this clean up, Blue Tee Corp. will receive a covenant not to sue from EPA for all removal activities at the adjacent properties to the Site, contribution protection for the value of the clean up performed and a waiver of EPA past costs incurred through the execution of the AOC.

VI. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS

19. The OAZ Site, as described above, is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).

20. Lead, arsenic, cadmium, mercury and zinc wastes and constituents thereof at the Site, sent to the Site, disposed of at the Site, and/or transported to the Site identified in paragraphs 11 and 13 through 16 are "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), or constitute "any pollutant or contaminant" that may present an imminent and substantial danger to public health or welfare under Section 104(a)(1) of CERCLA.

21. The presence of hazardous substances at the Site or the past, present or potential migration of hazardous substances currently located at or emanating from the Site, constitute actual and/or threatened "releases" as defined in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).

22. Respondent and Federal Respondent (Blue Tee Corp., and GSA) is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).

23. Each Respondent is a responsible party under Sections 104, 107 and 122 of CERCLA, 42 U.S.C. Sections 9604, 9607 and 9622.

24. The actions required by this Consent Order are necessary to protect the public health or welfare or the environment, or in the public interest, 42 U.S.C. Section 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. Sections 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. Section 9622(a).

VII. NOTICE

25. By providing a copy of this Consent Order to the state, EPA is notifying the state of Illinois that this Order is being issued and that EPA is the lead agency for coordinating, overseeing, and enforcing the response action required by the Order.

VIII. WORK TO BE PERFORMED

26. All work performed under this Consent Order shall be under the direction and supervision of qualified personnel. Within 15 days of the effective date of this Consent Order, Respondent shall notify EPA in writing of its Project Coordinator and his qualifications. Within 15 days of the date that the work outlined below begins, the Respondent shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such work. With respect to any proposed contractor, the Respondent shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the work for Respondent shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements. This Consent Order is contingent on Respondent's demonstration to EPA's satisfaction that Respondent is qualified to perform properly and promptly the actions set forth in this Consent Order. If EPA disapproves in writing of any person's technical qualifications, Respondent shall notify EPA of the identity and qualifications of the replacement within 15 days of the written notice. If EPA subsequently disapproves of the replacement, EPA reserves the right to terminate this Consent Order and to conduct a complete RI and FS, and to seek reimbursement for costs and penalties from Respondents. During the course of the RI and FS, Respondent shall notify EPA in writing of any changes or additions in the personnel used to carry out such work, providing their names, titles, and qualifications. EPA shall have the same right to approve changes and additions to personnel as it has hereunder regarding the initial notification.

27. Respondent shall conduct activities and submit deliverables as provided by the attached RI and FS Statement of Work (SOW), which is incorporated by reference, for the development of the RI and FS. All such work shall be conducted in accordance with CERCLA, the NCP, and EPA guidance including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA"

(OSWER Directive # 9355.3-01), "Guidance for Data Usability in Risk Assessment" (OSWER Directive #9285.7-05) and guidance referenced therein, and guidance referenced in the SOW, as may be amended or modified by EPA. The general activities that Respondent is required to perform are identified below, followed by a list of deliverables. The tasks that Respondent must perform are described more fully in the SOW and guidance. The activities and deliverables identified below shall be developed as provisions in the Support Sampling Plan, and shall be submitted to EPA as provided. All work performed under this Consent Order shall be in accordance with the schedules herein, and in full accordance with the standards, specifications, and other requirements of the Support Sampling Plan, as initially approved or modified by EPA, and as may be amended or modified by EPA from time to time. For the purpose of this Consent Order, day means calendar day unless otherwise noted in the Consent Order.

A. Task I. RI/FS Support Sampling Plan.

1. Within 120 days of the effective date of this Consent Order, Respondent shall submit to EPA a complete draft RI/FS Support Sampling Plan (SSP). If EPA disapproves of or requires revisions to the RI/FS SSP, in whole or in part, Respondent shall amend and submit to EPA a revised RI/FS SSP which incorporates all EPA comments, within 45 days of receiving EPA's comments.

a. Quality Assurance Project plan (QAPP) and Field Sampling Plan (FSP). As part of the SSP, Respondent shall submit to EPA a QAPP and FSP, as described in the SOW and guidances.

b. Site Health and Safety Plan. As part of the SSP, Respondent shall submit to EPA a Site Health and Safety Plan.

Following approval or modification by EPA, the RI/FS SSP is incorporated by reference herein.

B. Task II. Community Involvement Support and Technical Assistance Plan. When requested by EPA, Respondent(s) also shall provide EPA with the following deliverable:

1. Technical Assistance Plan: Within 30 days of a request by EPA, Respondent shall provide EPA with a Technical Assistance Plan (TAP) for providing and administering $50,000 of Respondent's funds to be used by selected representatives of the community to hire independent

technical advisors during the Work conducted pursuant to this Consent Order. The TAP shall state that Respondent will provide and administer any additional amounts needed if the selected community group demonstrates such a need prior to EPA's issuance of the Record of Decision. If EPA disapproves of or requires revisions to the TAP, in whole or in part, Respondent(s) shall amend and submit to EPA a revised TAP that is responsive to EPA's comments, within 30 days of receiving EPA's comments.

C. Task III. Remedial Investigation. Following EPA approval or modification of the SSP, Respondent shall implement the provisions of the plan to characterize the Site. Respondent shall provide EPA with analytical data within 75 days of receipt of analytical data collected from each sampling activity, in an electronic format (i.e., computer disk) showing the location, medium and results. Within 7 days of completion of field activities, Respondent shall notify EPA in writing.

D. Task IV: Remedial Investigation (RI) Report. Within 120 days following receipt of analytical data from completion of the investigation activities set forth in the SOW and RI/FS SSP, Respondent shall submit a draft RI Report consistent with the SOW and RI/FS SSP. The major components of the RI Report include contaminant identification, exposure assessment, toxicity assessment, and human health and ecological risk characterization. If EPA disapproves of or requires revisions to the RI/FS Report, in whole or in part, Respondent shall amend and submit to EPA a revised RI Report which incorporates all of EPA's required revisions, within 30 days of receiving EPA's comments.

E. Task V: Alternatives Array Document (AAD). An Alternatives Array Document (AAD) shall be prepared, as referenced in and according to the requirements of the SOW, and shall be integrated with the site characterization activities of the final RI Report. Within 45 days of EPA approval of the final RI Report, the AAD shall be submitted to EPA. If necessary, within 30 days of Respondent's receipt of EPA comments on the draft AAD, Respondent shall submit a final AAD.

F. Task VI: Feasibility Study (FS) Report. Within 60 days of EPA approval of the AAD, Respondent shall submit a draft FS Report to EPA for approval. A final FS Report shall be submitted to EPA and Illinois EPA within 30 days of Respondent's receipt of EPA's comments on the draft FS Report.

28. EPA reserves the right to comment on, modify and direct changes to all deliverables. At EPA's discretion, Respondent must fully correct all deficiencies and incorporate and integrate all information and comments supplied by EPA either in subsequent or resubmitted deliverables.

29. Respondent shall not proceed further with any subsequent activities or tasks until receiving EPA approval for the following deliverables: RI/FS SSP and RI Report. While awaiting EPA approval on these deliverables, Respondent shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth in the SOW or other relevant portions of this Consent Order.

30. For all remaining deliverables not enumerated above in paragraph 27, Respondent shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Respondent from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI/FS.

31. In the event that Respondent amends or revises a report, plan or other submittal upon receipt of EPA comments, if EPA subsequently disapproves of the revised submittal, or if subsequent submittals do not fully reflect EPA's directions for changes, EPA retains the right to seek stipulated or statutory penalties; perform its own studies, complete the RI/FS (or any portion of the RI/FS) under CERCLA and the NCP, and seek reimbursement from all Respondents for EPA costs; and/or seek any other appropriate relief.

32. In the event that EPA takes over some of the tasks, but not the preparation of the RI and FS Reports, Respondent shall incorporate and integrate information supplied by EPA into the final RI and FS Reports.

33. Neither failure of EPA to expressly approve or disapprove of Respondent's submissions within a specified time period(s), nor the absence of comments, shall be construed as approval by EPA.

34. Respondent shall, prior to any off-Site shipment of hazardous substances from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving state

and to EPA's Designated Project Coordinator of such shipment of hazardous substances. However, the notification of shipments shall not apply to any such off-Site shipments when the total volume of such shipments will not exceed 10 cubic yards.

(a) The notification shall be in writing, and shall include the following information, where available: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and (4) the method of transportation. Respondent shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

(b) The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the remedial investigation and feasibility study. Respondent shall provide all relevant information, including information under the categories noted in paragraph 34(a) above, on the off-Site shipments, as soon as practical after the award of the contract and before the hazardous substances are actually shipped.

IX. MODIFICATION OF THE SUPPORT SAMPLING PLAN

35. If at any time during the RI/FS process, Respondent identifies a need for additional data, a memorandum documenting the need for additional data shall be submitted to the EPA Project Coordinator within 20 days of identification. EPA in its discretion will determine whether the additional data will be collected by Respondent and whether it will be incorporated into reports and deliverables.

36. In the event of conditions posing an immediate threat to human health or welfare or the environment, Respondent shall notify EPA immediately. In the event of unanticipated or changed circumstances at the Site, Respondent shall notify the EPA Project Coordinator by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In addition to the authorities in the NCP, in the event that EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the RI/FS SSP, EPA shall modify or amend the RI/FS SSP in writing accordingly. Respondent shall perform the RI/FS SSP as modified or amended.

37. EPA may determine that in addition to tasks defined in the initially approved RI/FS SSP, other additional work may be necessary to accomplish the objectives of the RI/FS as set forth in the SOW for this RI/FS. EPA may require that the Respondent perform these response actions in addition to those required by the initially approved RI/FS SSP, including any approved modifications, if it determines that such actions are necessary for a complete RI/FS. Respondent shall confirm its willingness to perform the additional work in writing to EPA within 7 days of receipt of the EPA request or Respondent shall invoke dispute resolution. Subject to EPA resolution of any dispute, Respondent shall implement the additional tasks which EPA determines are necessary. The additional work shall be completed according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the SSP or written RI/FS SSP supplement. EPA reserves the right to conduct the work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

X. QUALITY ASSURANCE

38. Respondent shall assure that work performed, samples taken and analyses conducted conform to the requirements of the SOW, the QAPP and guidance identified therein. Respondent shall assure that field personnel used by Respondent are properly trained in the use of field equipment and in chain of custody procedures. Respondent shall only use laboratories which have a documented quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) to meet the quality system requirements.

XI. FINAL RI AND FS REPORTS AND AAD, PROPOSED PLAN, PUBLIC COMMENT, RECORD OF DECISION, ADMINISTRATIVE RECORD

39. EPA retains the responsibility for the release to the public of the RI and FS Reports and the AAD. EPA retains responsibility for the preparation and release to the public of the Proposed Plan and ROD in accordance with CERCLA and the NCP.

40. EPA will determine the contents of the administrative record file for selection of the remedial action. Respondent

must submit to EPA documents developed during the course of the RI/FS upon which selection of the response action may be based. Respondents shall provide copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports. Respondent must additionally submit any previous studies conducted under state, local or other federal authorities relating to selection of the response action, and all communications between Respondent and state, local or other federal authorities concerning selection of the response action. At EPA's discretion, Respondent may establish a community information repository at or near the Site, to house one copy of the administrative record.

XII. PROGRESS REPORTS AND MEETINGS

41. Respondent shall make presentations at, and participate in, meetings at the request of EPA during the initiation, conduct, and completion of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion and in reasonable consideration of Respondent's schedules.

42. In addition to the deliverables set forth in this Consent Order and the SOW, Respondent shall provide to EPA monthly progress reports by the 10th day of the following month commencing 30 days after the effective date of the Consent Order. At a minimum, with respect to the preceding month, these progress reports shall (1) describe the actions which have been taken to comply with this Consent Order during that month, (2) include all results of sampling and tests and all other data received by the Respondents, (3) describe work planned for the next month with schedules relating such work to the overall project schedule for RI/FS completion and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

XIII. SAMPLING, ACCESS, AND DATA AVAILABILITY/ADMISSIBILITY

43. All results of sampling, tests, modeling or other data (including raw data) generated by Respondent, or on Respondent's behalf, during implementation of this Consent Order, shall be submitted to EPA in the subsequent monthly progress report as described in Section XII of this Order. EPA will make available to the Respondent validated data generated by EPA unless it is exempt from disclosure by any federal or state law or

regulation.

44. Respondent will verbally notify EPA at least 15 days prior to conducting significant field events as described in the SOW or SSP. At EPA's verbal or written request, or the request of EPA's oversight assistant, Respondent shall allow split or duplicate samples to be taken by EPA (and its authorized representatives) of any samples collected by the Respondent in implementing this Consent Order. All split samples of Respondent shall be analyzed by the methods identified in the QAPP.

45. At all reasonable times, EPA and its authorized representatives shall have the authority to enter and freely move about all property at the Site and off-Site areas where work, if any, is being performed, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondent and its contractor pursuant to this Consent Order; reviewing the progress of the Respondent in carrying out the terms of this Consent Order; conducting tests as EPA or its authorized representatives deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to EPA by the Respondent. The Respondent shall allow these persons to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Consent Order. Nothing herein shall be interpreted as limiting or affecting EPA's right of entry or inspection authority under federal law. All parties with access to the Site under this paragraph shall comply with all approved Health and Safety Plans.

46. The Respondents may assert a claim of business confidentiality covering part or all of the information submitted to EPA pursuant to the terms of this Consent Order under 40 C.F.R. Section 2.203, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7). This claim shall be asserted in the manner described by 40 C.F.R. Section 2.203(b) and substantiated at the time the claim is made. Information determined to be confidential by EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA or the state without further notice to the Respondents. Respondents agree not to assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring.

47. In entering into this Consent Order, Respondent waives any objections to any data gathered, generated, or evaluated by EPA, the state or Respondent in the performance or oversight of the work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by the Consent Order or any EPA-approved SSPs. If Respondent objects to any other data relating to the RI/FS, Respondent shall submit to EPA a report that identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days of the monthly progress report containing the data.

48. If the Site, or the off-Site area that is to be used for access or is within the scope of the RI/FS, is owned in whole or in part by parties other than those bound by this Consent Order, Respondent will obtain, or use their best efforts to obtain, Site access agreements from the present owner(s) within 90 days of the effective date of this Consent Order. Such agreements shall provide access for EPA, its contractors and oversight officials, the state and its contractors, and the Respondent or its authorized representatives, and such agreements shall specify that Respondent is not EPA's representative with respect to liability associated with Site activities. Copies of such agreements shall be provided to EPA prior to Respondent's initiation of field activities. Respondent's best efforts shall include providing reasonable compensation to any off-Site property owner. If access agreements are not obtained within the time referenced above, Respondent shall immediately notify EPA of its failure to obtain access. EPA may obtain access for the Respondent, perform those tasks or activities with EPA contractors, or modify or terminate the Consent Order in the event that Respondent cannot obtain access agreements. In the event that EPA performs those tasks or activities with EPA contractors and does not terminate the Consent Order, Respondent shall perform all other activities not requiring access to that Site, and shall reimburse EPA for all costs incurred in performing such activities. Respondent additionally shall integrate the results of any such tasks undertaken by EPA into its reports and deliverables. Furthermore, the Respondent agrees to indemnify the U.S. Government as specified in Section XXVII of this Consent Order. Respondent also shall reimburse EPA for all costs and attorney fees incurred by the United States to obtain access for the Respondent pursuant to paragraph 47.

XIV. DESIGNATED PROJECT COORDINATORS

49. Documents, including reports, approvals, disapprovals, and other correspondence which must be submitted under this Consent Order, shall be sent by certified mail, return receipt requested, to the following addressees or to any other addressees which the Respondents and EPA designate in writing:

(a) Documents to be submitted to EPA should be sent to:

Ron Murawski
Remedial Project Manager
United States Environmental Protection Agency
77 West Jackson Blvd., mail code: SR-6J
Chicago, Illinois 60604-3590
Phone (312) 886-2940
FAX (312) 886-4071
E-mail "murawski.ronald@epa.gov"

With copies to:

Greg Ratliff
Project Manager
Illinois Environmental Protection Agency
Bureau of Land
Division of Land Pollution Control
1021 North Grand Avenue East
Springfield, IL 62702

Phone: (217) 782-9882
Fax: (217) 557-1165
E-mail "greg.ratliff@epa.state.il.us"

Tom Turner
Associate Regional Counsel
U.S. EPA - Region 5
77 West Jackson Boulevard, C-14J
Chicago, Illinois 60604-3590
Phone (312) 886-6613
FAX (312) 886-0747
E-mail "turner.thomas@epa.gov"

(b) Documents to be submitted to the Respondent should be sent to:

Blue Tee Corp.
c/o Terrance Gileo Faye, Esq.

Babst, Calland, Clements & Zomnir
1 North Maple Avenue
Greensburg, Pennsylvania 15601
Phone (724) 837-6221
FAX (724) 837-0971
E-mail "tfaye@westol.com"

(c) Documents to be submitted to the Federal Respondent should be sent to:

General Services Administration
c/o: Daniel W. Pinkston, Esq.
U.S. Department of Justice, ENRD/EDS
Denver Field Office
999 18th Street - Suite 945 North
Denver, CO 80202
Phone (303) 312-7397
FAX (303) 312-7331
E-mail "dpinksto@enrd.usdoj.gov"

50. On or before the effective date of this Consent Order, EPA and the Respondent shall each designate their own Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. To the maximum extent possible, communications between the Respondent and EPA shall be directed to the Project Coordinator by mail, with copies to such other persons as EPA, the state, and Respondents may respectively designate. Communications include, but are not limited to, all documents, reports, approvals, and other correspondence submitted under this Consent Order.

51. EPA and the Respondent each have the right to change their respective Project Coordinator. The other party must be notified in writing at least 10 days prior to the change.

52. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and On-Scene Coordinator (OSC) by the NCP. In addition, EPA's Project Coordinator shall have the authority consistent with the NCP, to halt any work required by this Consent Order, and to take any necessary response action when s/he determines that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA Project Coordinator from the area under study pursuant to this Consent Order shall not be cause for the stoppage or delay of work.

53. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI/FS, as required by Section 104(a) of CERCLA, 42 U.S.C. Section 9604(a). The oversight assistant may observe work and make inquiries in the absence of EPA, but is not authorized to modify the SSP.

XV. OTHER APPLICABLE LAWS

54. Respondent shall comply with all laws that are applicable when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-Site, including studies, where such action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. Section 9621.

XVI. RECORD PRESERVATION

55. All records and documents in Respondent's possession that relate in any way to the Site shall be preserved during the conduct of this Consent Order and for a minimum of 10 years after commencement of construction of any remedial action. The Respondent shall acquire and retain copies of all documents that relate to the Site and are in the possession of its employees, agents, accountants, contractors, or attorneys. After this 10 year period, the Respondent shall notify EPA at least 90 days before the documents are scheduled to be destroyed. If EPA requests that the documents be saved, the Respondent shall, at no cost to EPA, give EPA the documents or copies of the documents.

EPA acknowledges that the Federal Respondent is subject to all applicable federal record retention laws, regulations and policies.

XVII. DISPUTE RESOLUTION

56. Any disputes concerning activities or deliverables required under this Consent Order shall be resolved as follows: Any dispute which arises under or with respect to this Consent Order shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other a written Notice of Dispute. In the event that the parties cannot resolve a dispute

by informal negotiations, then the position advanced by EPA shall be considered binding unless, within 14 days after the conclusion of the informal negotiation period, Respondent invokes the formal dispute resolution procedures of this Section by serving on the EPA written notice of its objections. Respondent's written objections shall define the dispute, state the basis of Respondent's objections, and be sent certified mail, return receipt requested or by express mail. EPA shall submit its written position statement to Respondent no later than 10 days after receipt of Respondent's written objections. EPA and Respondent shall then have an additional 14 days to reach agreement unless this period is extended upon Respondent's request at the sole discretion of EPA. If an agreement is not reached within 14 days, Respondent may request a written determination by EPA's Superfund Division Director, which determination shall be consistent with the NCP and the terms of this Consent Order. EPA shall maintain an administrative record of the dispute to be reviewed and considered by the Superfund Division Director. The Superfund Division Director's determination is EPA's final decision. Respondent shall proceed in accordance with EPA's final decision regarding the matter in dispute (with full reservation of rights), regardless of whether Respondents agree with the decision. If Respondent does not agree to perform or do not actually perform the work in accordance with EPA's final decision, EPA reserves the right in its sole discretion to conduct the work itself, to seek reimbursement from Respondent, to seek enforcement of the decision, to seek stipulated penalties, and/or to seek any other appropriate relief.

57. Respondent is not relieved of its obligations to perform and conduct activities and submit deliverables, which are not the subject of the dispute resolution, on the schedule set forth in the RI/FS SSP, while a matter is pending in dispute resolution. Respondent shall fulfill the requirement that is the subject of the dispute in accordance with the agreement reached between the parties, or with EPA's decision, whichever occurs last. The invocation of dispute resolution does not stay stipulated penalties under this Consent Order, however, if Respondent prevails in dispute resolution, no penalties shall be due.

XVIII. DELAY IN PERFORMANCE/STIPULATED PENALTIES

58. For each day that the Respondent fails to complete a deliverable in a timely manner or otherwise fail to perform in accordance with the requirements of this Consent Order,

Respondent shall be liable for stipulated penalties. Penalties begin to accrue on the day after performance is due or a violation occurs, and extend through the period of correction. Where a revised submission by Respondent is required, stipulated penalties shall continue to accrue until a satisfactory deliverable is produced. EPA will provide written notice for violations that are not based on timeliness; nevertheless, penalties shall accrue from the day after a violation commences. Payment shall be due within 30 days of receipt of a demand letter from EPA.

59. Respondent shall pay interest on the unpaid balance, which shall begin to accrue at the end of the 30-day period, at the rate established by the Department of Treasury pursuant to 30 U.S.C. Section 3717.

60. Respondent shall make all payments by forwarding a check to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Checks should identify the name of the Site, the Site identification number (B5A1), the account number, and the title of this Consent Order. A copy of the check and/or transmittal letter shall be forwarded to the EPA Project Coordinator.

61. For the following major deliverables, stipulated penalties shall accrue:

Deliverable/Activity	Penalty For Days 1-7	Penalty For ≥ 7 Days
Failure to Submit a Draft SSP or RI/FS Report	$1500/Day	$2500/Day
Failure to Submit a revised SSP or RI/FS Report	$1500/Day	$2500/Day
Failure to Submit a Data Report	$500/Day	$1,000/Day

Late Submittal of Progress Reports or Other Miscellaneous Reports/Submittals	$250/Day	$ 500/Day
Failure to Meet any Scheduled Deadline	$250/Day	$ 500/Day

62. Respondent may dispute EPA's right to the stated amount of penalties by invoking the dispute resolution procedures under Section XVII herein. Penalties shall accrue but need not be paid during the dispute resolution period. If Respondent does not prevail upon resolution, all penalties shall be due to EPA within 30 days of resolution of the dispute. If Respondent prevails upon resolution, no penalties shall be paid.

63. In the event that EPA provides for corrections to be reflected in the next deliverable and does not require resubmission of that deliverable, stipulated penalties for that interim deliverable shall cease to accrue on the date of such decision by EPA.

64. The stipulated penalties provisions do not preclude EPA from waiving its right to stipulated penalties, or from pursuing any other remedies or sanctions which are available to EPA because of the Respondent's failure to comply with this Consent Order, including but not limited to conduct of all or part of the RI/FS by EPA provided, however, that in no event shall Respondent be subject to a total penalty, including stipulated penalties, which exceeds the maximum statutory penalty for that violation. Payment of stipulated penalties does not alter Respondent's obligation to complete performance under this Consent Order.

XIX. FORCE MAJEURE

65. "Force majeure", for purposes of this Consent Order, is defined as any event arising from causes entirely beyond the control of the Respondent and of any entity controlled by Respondent, including their contractors and subcontractors, that delays the timely performance of any obligation under this Consent Order notwithstanding Respondent's best efforts to avoid the delay. The requirement that the Respondent exercise "best efforts to avoid the delay" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as

it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent practicable. Examples of events that are not force majeure events include, but are not limited to, increased costs or expenses of any work to be performed under this Consent Order or the financial difficulty of Respondent to perform such work.

66. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Order, whether or not caused by a force majeure event, Respondent shall notify by telephone the Remedial Project Manager or, in his or her absence, the Director of the Superfund Division, EPA Region 5, within 48 hours of when the Respondent knew or should have known that the event might cause a delay. Within five business days thereafter, Respondent shall provide in writing the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to mitigate the effect of the delay; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Respondent shall exercise best efforts to avoid or minimize any delay and any effects of a delay. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure.

67. If EPA agrees that the delay or anticipated delay is attributable to force majeure, the time for performance of the obligations under this Consent Order that are directly affected by the force majeure event shall be extended by agreement of the parties, pursuant to Section XXVIII of this Consent Order, for a period of time not to exceed the actual duration of the delay caused by the force majeure event. An extension of the time for performance of the obligation directly affected by the force majeure event shall not, of itself, extend the time for performance of any subsequent obligation.

68. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, or does not agree with Respondent on the length of the extension, the issue shall be subject to the dispute resolution procedures set forth in Section XVII of this Consent Order. In any such proceeding, to qualify for a force majeure defense, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay was or will be warranted under the circumstances, that Respondents did exercise or are exercising due diligence by

using their best efforts to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of paragraph 66.

69. Should Respondent carry the burden set forth in paragraph 65, the delay at issue shall be deemed not to be a violation of the affected obligation of this Consent Order.

XX. REIMBURSEMENT OF PAST COSTS

70. Within 45 days of the EPA's submission of an itemized cost summary, Respondent shall remit a certified or cashiers check to EPA in the specified amount, together with interest that has accrued thereon at the rate of interest specified for the Hazardous Substances Superfund under CERCLA Section 107(a), for all past response costs incurred by the United States at the Site. Respondent Blue Tee Corp. is only required to pay EPA past costs that have accrued from March 22, 2002 (the date of issuance of the CERCLA 106 AOC for removal at the Site) through the effective date of this AOC for RI/FS. Respondent Blue Tee Corp., and non-signing Respondent XTRA Intermodal, Inc. and Federal Respondent GSA have created an interim agreement and cost allocation document. (See Attachment B). This document shall reflect the previously mentioned parties' relative responsibilities for the compensation of all other EPA past response costs, as well as oversight costs associated with this Site.

As soon as reasonably practicable after the effective date of this Consent Order, the United States, on behalf of the Federal Respondent, shall pay to the EPA Hazardous Substances Superfund $_____, in reimbursement of EPA's Past Response Costs.

The parties to this Consent Order recognize and acknowledge that the payment obligations of the Federal Respondent can only be paid from appropriated funds available for such purpose. Nothing in this Consent Order shall be interpreted or construed as a commitment or requirement that the Federal Respondent obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

71. Checks should be made payable to the Hazardous Substances Superfund and should include the name of the Site, the Site identification number, the Regional Lock Box Number account number and the title of this Consent Order. Checks should be forwarded to:

U.S. Environmental Protection Agency

Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

(Alternatively, cost payments may be made by wire fund transfer through the United States Attorney's Office, and designated to the U.S. EPA, Hazardous Substances Superfund, Region 5, Chicago, IL).

72. A copy of the check or wire fund transfer receipt should be sent simultaneously to the EPA Project Coordinator.

XXI. REIMBURSEMENT OF RESPONSE AND OVERSIGHT COSTS

73. Following the issuance of this Consent Order, EPA shall submit to the Respondent and Federal Respondent on a yearly basis an accounting of all oversight costs including EPA's itemized cost summary (ICS). Respondent or Federal Respondent may also request supporting documentation for the ICS. Oversight costs may include, but are not limited to, costs incurred by the United States in overseeing Respondent's implementation of the requirements of this Consent Order and activities performed by the government as part of the RI/FS and community relations, including any costs incurred while obtaining access. Costs shall include all direct and indirect costs, including, but not limited to, time and travel costs of EPA personnel and associated indirect costs, contractor costs, cooperative agreement costs, compliance monitoring, including the collection and analysis of split samples, inspection of RI/FS activities, Site visits, discussions regarding disputes that may arise as a result of this Consent Order, review and approval or disapproval of reports, and costs of redoing any of Respondent's tasks. The ICS shall serve as basis for payment demands.

74. Respondent shall, within 45 days of receipt of each accounting, remit a certified or cashier's check for the amount of those costs. Interest shall accrue from the date payment of a specified amount is demanded in writing provided, however, that interest shall be waived in the event full payment is made by Respondent within 45 days as specified herein. The interest rate is the rate of interest on investments for the Hazardous Substances Superfund in Section 107(a) of CERCLA.

The Federal Respondent shall make payment by check or wire fund transfer within a reasonable time frame. Interest on a late payment shall not begin to accrue for the Federal Respondent

until after the 120th day after receipt of the above mentioned accounting for oversight costs.

75. Checks should be made payable to the Hazardous Substances Superfund and should include the name of the Site, the Site identification number, the account number and the title of this Consent Order. Checks should be forwarded to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

(Alternatively, cost payments may be made by wire fund transfer through the United States Attorneys Office, and designated to the U.S. EPA, Hazardous Substances Superfund, Region 5, Chicago, IL).

76. Copies of the transmittal letter and check or wire fund transfer receipt should be sent simultaneously to the EPA Project Coordinator.

77. Respondent and Federal Respondent agree to limit any disputes concerning costs to accounting errors and the inclusion of costs outside the scope of this Consent Order. Respondent and Federal Respondent may request back up cost documentation in order to determine the nature of the costs included in the yearly accounting. Respondent and Federal Respondent shall identify any contested costs and the basis of their objection. All undisputed costs shall be remitted by Respondent and Federal Respondent in accordance with the schedule set forth above. Disputed costs shall be paid by Respondent into an escrow account while the dispute is pending. Respondent and Federal Respondent bear the burden of establishing an EPA accounting error or the inclusion of costs outside the scope of this Consent Order.

XXII. RESERVATIONS OF RIGHTS AND REIMBURSEMENT OF OTHER COSTS

78. EPA reserves the right to bring an action against the Respondent under Section 107 of CERCLA for recovery of all response costs including oversight costs, incurred by the United States at the Site that are not reimbursed by the Respondent, any costs incurred in the event that EPA performs the RI/FS or any part thereof, and any future costs incurred by the United States in connection with response activities conducted under CERCLA at this Site.

79. EPA reserves the right to bring an action against Respondent to enforce the past costs and response and oversight cost reimbursement requirements of this Consent Order (except as noted in paragraph 70), to collect stipulated penalties assessed pursuant to Section XVIII of this Consent Order, and to seek penalties pursuant to Section 109 of CERCLA, 42 U.S.C. Section 9609.

80. Except as expressly provided in this Consent Order, each party reserves all rights and defenses it may have. Nothing in this Consent Order shall affect EPA's removal authority or EPA's response or enforcement authorities including, but not limited to, the right to seek injunctive relief, stipulated penalties, statutory penalties, and/or punitive damages.

81. Following satisfaction of the requirements of this Consent Order, Respondent and Federal Respondent shall have resolved their liability to EPA for the work performed or other actions taken by Respondent pursuant to this Consent Order. Respondent and Federal Respondent are not released from liability, if any, for any response actions taken beyond the scope of this Order regarding removals, other operable units, remedial design/remedial action of this operable unit, or activities arising pursuant to Section 121(c) of CERCLA, 42 U.S.C. Section 121(c).

XXIII. DISCLAIMER

82. By signing this Consent Order and taking actions under this Consent Order, the Respondent and Federal Respondent do not thereby admit EPA's Findings of Fact and Conclusions of Law. Furthermore, the participation of the Respondent and Federal Respondent in this Consent Order shall not be considered an admission of liability and is not admissible in evidence against the Respondent in any judicial or administrative proceeding other than a proceeding by the United States, including EPA, to enforce this Consent Order or a judgment relating to it. Respondent and Federal Respondent retain their rights to assert claims against other potentially responsible parties at the Site. However, the Respondent and Federal Respondent agree not to contest the validity or terms of this Consent Order, or the procedures underlying or relating to it in any action brought by the United States, including EPA, to enforce its terms.

XXIV. OTHER CLAIMS

83. In entering into this Consent Order, Respondent and Federal Respondent waive any right to seek reimbursement under Section 106(b) of CERCLA, 42 U.S.C. Section 9606(b). Respondent also waives any right to present a claim under Sections 111 or 112 of CERCLA, 42 U.S.C. Sections 9611 or 9612. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. Sections 9611(a)(2). Respondent and Federal Respondent further waive all other statutory and common law claims against EPA, including, but not limited to, contribution and counterclaims, relating to or arising out of conduct of the RI/FS. This paragraph does not preclude demand for reimbursement from the Superfund of costs incurred by Federal Respondent in the performance of its duties (other than pursuant to this Consent Order) as lead or support agency under the NCP (40 CFR Part 300).

84. Except as expressly provided in Section XXV (Covenant Not To Sue), nothing in this Consent Order shall constitute or be construed as a satisfaction of or release from any claim, cause of action or demand in law or equity against any person, firm, partnership, subsidiary, government entity or corporation not a signatory to this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants found at, taken to, or taken from the Site.

85. Respondent and Federal Respondent shall bear their own costs and attorneys fees.

XXV. COVENANT NOT TO SUE

86. Except as otherwise specifically provided in this Consent Order, upon termination of this Consent Order pursuant to Section XXIX (Termination and Satisfaction), EPA covenants not to sue Respondent for judicial imposition of costs, damages or civil penalties or to take administrative action against Respondent or Federal Respondent for any failure to perform actions agreed to in this Consent Order except as otherwise reserved herein.

87. Except as otherwise specifically provided in this Consent Order, in consideration and upon Respondent's and Federal Respondent's payment of the Past and Oversight Costs specified in Sections XX and XXI of this Consent Order, EPA

covenants not to sue or to take administrative action against Respondent or Federal Respondent under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of Past and Oversight Costs incurred by the United States in connection with this action or this Consent Order. This covenant not to sue shall take effect upon the receipt by EPA of the payments required by Sections XX and XXI.

88. These covenants not to sue or to take administrative action are conditioned upon the complete and satisfactory performance by Respondent and Federal Respondent of their obligations under this Consent Order. These covenants not to sue or to take administrative action extend only to the Respondent and Federal Respondent and do not extend to any other person.

XXVI. CONTRIBUTION PROTECTION

89. With regard to claims for contribution against Respondent and Federal Respondent for matters addressed in this Consent Order, the Parties hereto agree that the Respondent is entitled to protection from contribution actions or claims to the extent provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. Sections 9613(f)(2) and 9622(h)(4), except to the extent that any agreement between Respondents and Federal Respondent provides otherwise.

Nothing in this Consent Order precludes Parties to this Consent Order from asserting any claims, causes of action or demands against any persons not parties to this Consent Order for indemnification, contribution, or cost recovery.

XXVII. INDEMNIFICATION

90. The Respondent agrees to indemnify and hold the United States Government, its agencies, departments, agents, and employees harmless from any and all claims or causes of action arising from or on account of acts or omissions of Respondents, its employees, agents, servants, receivers, successors, or assignees, or any persons including, but not limited to, firms, corporations, subsidiaries and contractors, in carrying out activities under this Consent Order. The United States Government or any agency or authorized representative thereof shall not be held as a party to any contract entered into by Respondent in carrying out activities under this Consent Order. Nothing in this Consent Order, however, requires indemnification

by Respondent for any claim or cause of action against the United States based on negligent action taken solely and directly by EPA (not including oversight or approval of plans or activities of the Respondent).

XXVIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

91. The effective date of this Consent Order shall be the date it is signed by EPA.

92. This Consent Order may be amended by mutual agreement of EPA and Respondent and Federal Respondent. Amendments shall be in writing, and project managers do not have the authority to sign amendments to the Consent Order. Based upon objective and validated findings submitted by Respondent during the RI/FS, Respondent may propose new Potentially Responsible Parties to EPA for purposes of amending this Consent Order. EPA shall have final determination as to any new Respondents to be added to the Consent Order.

93. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondent will be construed as relieving the Respondent of its obligation to obtain such formal approval as may be required by this Consent Order. Any deliverables, plans, technical memoranda, reports (other than progress reports), specifications, schedules and attachments required by this Consent Order are, upon approval by EPA, incorporated into this Consent Order.

XXIX. TERMINATION AND SATISFACTION

94. This Consent Order shall terminate when the Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Consent Order, including any additional work, payment of past costs, response and oversight costs, and any stipulated penalties demanded by EPA, have been performed and EPA has approved the certification. This notice shall not, however, terminate Respondents' obligation to comply with Sections XX, XXI, and XXII of this Consent Order.

95. The certification shall be signed by a responsible official representing each Respondent. Each representative shall make the following attestation: "I certify that the information contained in or accompanying this certification is

true, accurate, and complete." For purposes of this Consent Order, a responsible official is a corporate official who is in charge of a principal business function.

Old American Zinc Plant (OAZ) Superfund Site - AOC for RI/FS
Respondent/Federal Respondent Signature Page

BY:_____ DATE:_____
Respondent Title

BY:_____ DATE:_____
Federal Respondent Title

Old American Zinc Plant (OAZ) Superfund Site - AOC for RI/FS
SF Signature Page

BY:_____ DATE:_____

Richard C. Karl, Acting Director
Superfund Division
U.S. Environmental Protection Agency
Region 5

DRAFT

revised February 23, 2004

STATEMENT OF WORK
FOR A REMEDIAL INVESTIGATION AND FEASIBILITY STUDY
AT THE OLD AMERICAN ZINC PLANT SITE
IN FAIRMONT CITY, ST. CLAIR COUNTY, ILLINOIS

PURPOSE:

The purpose of this Statement of Work (SOW) is to set forth requirements for the preparation of a Remedial Investigation and Feasibility Study (RI/FS). The RI shall evaluate the nature and extent of contamination resulting from previous zinc smelting activities at the Old American Zinc Plant Site ("the Site") and also assess the risk from any contamination on human health and the environment. The FS shall evaluate alternatives for addressing any impact to human health and the environment from the contamination at the Site and nearby areas. The RI/FS shall be conducted, at a minimum, consistent with the "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (U.S. EPA, Office of Emergency and Remedial Response, October, 1988) and any other guidance that U.S. EPA uses to conduct an RI/FS, as well as any additional requirements in the Consent Order.

All documents or deliverables required as part of this SOW shall be submitted to U.S. EPA, with a copy to the State of Illinois Environmental Protection Agency (Illinois EPA), for review and approval by U.S. EPA, in consultation with Illinois EPA. The Respondents shall furnish all personnel, materials, and services necessary for, or incidental to, performing the RI/FS at the Site, except as otherwise specified herein.

At the completion of the RI/FS, U.S. EPA, in consultation with Illinois EPA, will be responsible for the selection of a Site remedy and will document this selection in a Record of Decision (ROD). The remedial action selected by U.S. EPA will meet the cleanup standards specified in CERCLA Section 121. That is, the selected remedial action will be protective of human health and the environment, will be in compliance with, or include a waiver of, applicable or relevant and appropriate requirements of other laws, will be cost-effective, will use permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable, and will address the statutory preference for treatment as a principal element. The final RI and FS Reports as adopted by U.S. EPA will, with the administrative record, form the basis for the selection of the Site's remedy and will provide the information necessary to support the development of the ROD.

As specified in CERCLA Section 104(a)(1), as amended by SARA, U.S. EPA will provide oversight of the Respondents' activities throughout the RI/FS, including all field sampling

activities. The Respondents will support U.S. EPA's initiation and conduct of activities related to the implementation of oversight activities.

SCOPE:

The tasks to be completed as part of this RI/FS are:

Task 1: RI/FS Support Sampling Plan
Task 2: Community Involvement Support
Task 3: Remedial Investigation
Task 4. RI Report
Task 5. Alternatives Array Document
Task 6. FS Report
Task 7. Progress Reports

TASK 1: RI/FS SUPPORT SAMPLING PLAN

Within 120 calendar days of the effective date of the Consent Order, Respondents shall submit a draft RI/FS Support Sampling Plan to U.S. EPA and Illinois EPA, in accordance with RI/FS guidance referenced in this SOW, that addresses all data acquisition activities. The objective of this RI/FS support sampling is to further determine the extent of contamination at the Site and nearby areas beyond that already identified by previous Site investigations. The plan shall contain a description of equipment specifications, required analyses, sample types, and sample locations and frequencies. The plan shall address specific hydrologic, hydrogeologic, and air transport characterization methods, such as geologic mapping, geophysics, field screening, drilling and well installation, flow determination, and soil/groundwater/surface water/sediment/waste sampling to determine extent of contamination. Areas to be studied beyond the 132-acre Site boundary include nearby creeks and wetlands that may be contaminated from the Site; and nearby residential, industrial, commercial, and school properties that may be contaminated from the Site. Respondents are not required to resample areas that underwent U.S. EPA-approved sampling and/or excavation under the previously conducted U.S. EPA Removal Action, unless U.S. EPA has reason to believe that an area or areas has become recontaminated since the Removal Action.

With respect to any proposed contractor, the Respondent(s) shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by U.S. EPA.

Respondents shall identify the data requirements of specific remedial technologies that may be necessary to evaluate remedial activities in the RI/FS, and the Respondents shall provide a schedule stating when events will take place and when deliverables will be submitted.

The RI/FS Support Sampling Plan shall include, at a minimum, the following information:

A. Site Background

A brief summary of the Site location, general Site physiography, hydrology, and geology shall be included. For purposes of a response action, the Site includes all suitable areas in very close proximity to the contamination. A summary description of the data already available shall be included which will highlight the areas of any known contamination and the levels detected. Tables shall be included to display the minimum and maximum levels of detected contaminants across the Site and nearby areas.

The following two reports document previous investigations that have occurred at the Site and nearby areas: the 1995 Illinois EPA "CERCLA Integrated Site Assessment" and the 1999 Ecology and Environment, Inc. "Letter Report for Old American Zinc," prepared for U.S. EPA. The Respondents are encouraged to use these reports to obtain Site background and other information. The Respondents are also encouraged to use the data and analysis from the Removal Action under the Removal Administrative Order on Consent to obtain Site-related information.

B. Data Gap Description

Respondents shall make an analysis of the currently available data to determine the areas of the Site and nearby areas which require additional data in order to define the extent of contamination for purposes of implementing a remedial action. A description of the number, types, and locations of additional samples to be collected shall be included in this section of the sampling plan.

Descriptions of the following activities shall also be included. Sampling results of the media shall be considered in the human health and ecological risk assessments.

i. Waste Characterization

Respondents shall include a program for characterizing the waste materials at the Site. This shall include an analysis of current information/data on past disposal practices at the Site. For any buried wastes that may exist, test pits/trenches and deep soil borings shall be proposed in the plan to determine waste depths and volume, and to determine the extent of cover over fill areas. Soil gas surveys shall also be proposed as appropriate for the areas on and

around fill areas of the Site. Geophysical characterization methods, such as ground penetrating radar or magnetometry to further delineate potential removal areas shall also be included as appropriate.

ii. Hydrogeologic Investigation

The plan shall consider the degree of hazard, the mobility of pollutants, discharges/recharge areas, flow direction and quality, and local uses of groundwater, including number, location, depth, and use of nearby private wells. The plan shall also develop a strategy to determine horizontal and vertical distribution of contaminants, including extent of any groundwater contaminant plume, and may include other hydraulic tests such as slug tests and grain size analyses to assist in determining future, potential remediation options where such information has not already been obtained. Upgradient samples shall be included in the plan. Samples of any leachate present from the areas described as fill shall also be collected.

iii. Soils and Sediments Investigation

Respondents shall include a program to determine the extent of any contamination of surface and subsurface soils at the Site, and to determine the extent of contamination of surface soils near the Site, especially in residential areas. Respondents are not required to resample areas that underwent U.S. EPA-approved sampling and/or excavation under the previously conducted U.S. EPA Removal Action, unless U.S. EPA has reason to believe that an area or areas has become recontaminated since the Removal Action. The plan shall include investigations to determine the leachability of Site contamination into the groundwater. The plan shall also determine the extent, including depth, of contamination of sediments in Rose Creek, Schoenberger Creek, any other drainages related to the Site, and the nearby wetlands that may have been affected by Site contamination.

iv. Surface Water Investigation

Respondents shall include a program to determine any areas of surface water contamination in Rose Creek, Schoenberger Creek, any other nearby creeks and wetlands that may have been affected by Site contamination.

v. Air Investigation

Respondents shall include a program to determine the extent of atmospheric contamination from the Site. The program shall address the tendency of the

substances identified through the waste characterization to enter the atmosphere, local wind patterns, and the degree of hazard posed by direct inhalation of contaminants in the air. Specific information quantifying risk shall be covered in the risk assessment portion of the RI Report.

vi. Ecological Assessment

Respondents shall include a plan for collecting data for the purpose of assessing the impact, if any, to aquatic (and terrestrial, if threatened or endangered species exist at the Site) ecosystems within and adjacent to the Site, including within the nearby creeks and wetlands, as a result of the disposal, release, and migration of contaminants. Respondents shall determine whether threatened or endangered species exist at the Site, including, but not limited to, the Boltonia decurrens plant (decurrent false aster). If threatened or endangered species exist at the Site, Respondents shall include in the plan a terrestrial ecosystem assessment. The plan shall include a description of the ecosystems affected, an evaluation of toxicity, an assessment of endpoint organisms, and the exposure pathways. The plan shall also include a description of any toxicity testing or sampling to be included as part of the assessment. The ecological assessment shall be conducted in accordance with U.S. EPA guidance, including "Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments" (June 5, 1997; EPA 540-R-97-006).

vii. Pilot Tests

Respondents shall include a program for pilot test(s) as appropriate, including treatability studies, to determine the implementability and effectiveness of technologies where sufficient information is not otherwise available.

C. Sampling Procedures

Respondents shall include a description of the depths of sampling, parameters to be analyzed, equipment to be used, decontamination procedures to be followed, sample quality assurance, data quality objectives, and sample management procedures to be used in the field. All sampling and analyses performed shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC") and management thereof, data validation, and chain of custody procedures. Respondent(s) shall only use laboratories which have a documented quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent

documentation as determined by U.S. EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) to meet the quality system requirements.

Upon request by U.S. EPA, Respondents shall have the above mentioned laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents. Respondents shall notify U.S. EPA and Illinois EPA not less than 10 business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

When applicable, the "TRW Recommendations for Sampling and Analysis of Soil at Lead (Pb) Sites," OSWER 9285.7-38, April, 2000 guidance should be used to collect and analyze soil lead samples.

i. Quality Assurance Project Plan (QAPP)

The Respondents shall prepare a draft, Site-specific QAPP covering sample analysis and data handling for samples collected during the RI, based on the Consent Order and guidance provided by U.S. EPA. The QAPP shall be consistent with the requirements of the U.S. EPA Contract Lab Program (CLP) for laboratories proposed outside the CLP. The U.S. EPA strongly encourages the Respondents to follow U.S. EPA Region 5 Superfund Division Model QAPP guidance to prepare the QAPP.

The Respondents shall prepare a final QAPP after receiving comments from U.S. EPA on the draft QAPP. Draft and final submittals by the Respondents shall follow the schedule of the RI/FS Support Sampling Plan.

Prior to submitting the draft QAPP, the Respondents shall participate in a pre-QAPP meeting or conference call with U.S. EPA. The purpose of this meeting or conference call is to discuss QAPP requirements and obtain any clarification needed to prepare the QAPP.

ii. Field Sampling Plan

The Respondents shall develop a Field Sampling Plan, as described in "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," October, 1988. The Field Sampling Plan should supplement the QAPP and cover all RI sample collection activities. The Respondents shall submit draft and final versions of the Field Sampling Plan according to the schedule for the RI/FS Support Sampling Plan.

D. Health and Safety Plan

Respondents shall prepare a Site Health and Safety Plan which is designed to protect on-Site personnel, area residents, and nearby workers from physical, chemical, and all other hazards posed by sampling events described in this SOW. The Health and Safety Plan shall develop the performance levels and criteria necessary to address the following areas:

- General requirements
- Personnel
- Levels of protection
- Safe work practices and safe guards
- Medical surveillance
- Personal and environmental air monitoring
- Personal hygiene
- Decontamination - personal and equipment
- Site work zones
- Contaminant control
- Contingency and emergency planning (including response to fires/explosions)
- Logs, reports, and record keeping

The Health and Safety Plan shall, at a minimum, follow U.S. EPA guidance document "Standard Operating Safety Guides" (Publication 9285.1-03, PB92-963414, June, 1992), and all OSHA requirements as outlined in 29 CFR 1910.

E. Schedule

Respondents shall include a schedule which identifies timing for initiation and completion of all tasks to be completed as part of this RI/FS ~~Support Sampling Plan~~. An amended RI/FS Support Sampling Plan, if required, shall be submitted to U.S. EPA and Illinois EPA within 45 calendar days of the receipt of U.S. EPA's comments on the draft RI/FS Support Sampling Plan.

TASK 2: COMMUNITY INVOLVEMENT SUPPORT

The development and implementation of community involvement activities are the responsibility of U.S. EPA, in consultation with Illinois EPA. The critical community involvement planning steps performed by U.S. EPA and Illinois EPA include conducting community interviews and developing a community involvement plan. Although implementation of the community involvement plan is the responsibility of U.S. EPA and Illinois EPA, Respondents may assist by providing information regarding the Site's history, participating in public meetings, assisting in preparing fact sheets for distribution to the general public, or conducting other activities approved by U.S. EPA and Illinois EPA.

The U.S. EPA and Illinois EPA are not required to formally respond to significant comments except during the formal public comment period on the Proposed Plan after the RI/FS. The extent of Respondent involvement in community involvement activities is left to the discretion of U.S. EPA and Illinois EPA. Respondents' community involvement responsibilities, if any, shall be specified in the community involvement plan. All Respondent-conducted community involvement activities will be subject to oversight by U.S. EPA and Illinois EPA.

In addition to any assistance with community involvement activities, Respondents shall prepare a Technical Assistance Plan (TAP) that will provide and administer $50,000 for a qualified community representative to hire a Technical Advisor, independent from the Respondents, to help interpret and comment on Site-related documents developed under this SOW. TAP funds cannot be used to conduct field sampling. The TAP will exist during the RI/FS and pertains to the Site. Within 30 days of a U.S. EPA request, Respondents shall submit the draft TAP for U.S. EPA approval. Within 30 days of receiving U.S. EPA comments on the draft TAP, Respondents shall submit a revised TAP that incorporates changes described in U.S. EPA's comments.

If the community representative demonstrates, consistent with the criteria specified in 40 CFR 35.4065, that it needs additional funds for TAP activity, then Respondents will provide additional monies needed.

As part of the TAP, Respondents should propose methods or plans for applying for, awarding, and administering the funds; selecting the community representative consistent with 40 C.F.R. 35.4155; documenting the community representative selection process; and negotiating a contract with the selected community representative and independent Technical Advisor. ~~**The PRPs are encouraged to propose additional terms here.**~~ Respondents will accept the community representative's selection of an Independent Technical Advisor provided the selection is documented and consistent with 40 CFR 35.4190 and 35.4195. Respondents may choose to hire a third party to coordinate and administer the TAP, including explaining information about the TAP application process.

Respondents should specify in the TAP or in the contract those activities that can and cannot be undertaken with Respondents' funds. These eligible and ineligible activities should be consistent with 40 C.F.R. 35.4070 and 40 C.F.R. 35.4075, respectively. In addition, the TAP-funded activities shall address only Site technical issues.

Respondents will provide U.S. EPA quarterly progress reports about implementation of the TAP. By no later than by the date that the draft RI/FS Support Sampling Plan is due to U.S. EPA, Respondents will select the TAP recipient, release $5,000 in start-up funds, confirm selection of the Technical Advisor, and finalize an appropriate contract with the selected community representative and the Technical Advisor.

TASK 3: REMEDIAL INVESTIGATION

Respondents shall conduct the RI according to the U.S. EPA approved Sampling Plan and schedule. Respondents shall coordinate activities with U.S. EPA's Remedial Project Manager (RPM).

Respondents shall provide the RPM and the Illinois EPA Site Coordinator with analytical data within 75 days of receipt of analytical data associated with each sampling activity, in an electronic format showing location, medium, and results. Within seven days of completion of field activities, Respondents shall notify U.S. EPA and Illinois EPA in writing.

TASK 4: REMEDIAL INVESTIGATION (RI) REPORT

Within ~~120~~ 150 days of receipt of the last set of RI analytical data, Respondents shall submit to U.S. EPA for approval a draft RI Report addressing all of the Site and nearby areas. Respondents shall submit to U.S. EPA a final RI Report that incorporates U.S. EPA's required revisions within ~~30~~ 45 days of receipt of U.S. EPA comments. The RI Report shall be consistent with the Consent Order and this SOW. The RI Report shall include the following information. The U.S. EPA recommends the following sequence and categorization for the report.

1 Executive Summary

2 Site Characterization

2.1 Site Description and Background

2.1.1 Site Location and Physical Setting
2.1.2 Present and Past Facility Operations and Disposal Practices
2.1.3 Geology/Hydrology/Hydrogeology
2.1.4 Current and Past Groundwater Use in the Site Area
2.1.5 Surrounding Land Use and Populations

2.1.6 Sensitive Ecosystems
2.1.7 Meteorology/Climatology

2.2 Groundwater Fate and Transport

2.2.1 Contaminant Characteristics
2.2.2 Groundwater Fate and Transport Processes
2.2.3 Groundwater Contaminant Migration Trends
2.2.4 Groundwater Modeling

2.3 Characterization of Other Media

2.3.1 Surface Water
2.3.2 Air
2.3.3 Soil
2.3.4 Sediments

2.4 Previous Removal/Remedial Actions
2.5 Source, Nature, and Extent of Contamination
2.6 Analytical Data
2.7 Results of Pilot Tests
2.8 Human Health Risk Assessment
2.9 Ecological Risk Assessment

RI Report Outline:

1 Executive Summary

The Executive Summary shall provide a general overview of the contents of the RI/FS. It shall contain a brief discussion of the Site and the current and/or potential threats posed by conditions at the Site.

2 Site Characterization

The RI Report shall summarize available data on the physical, demographic, and other characteristics of the Site and the nearby areas. Specific topics which shall be addressed in the Site characterization are detailed below. The Site characterization shall concentrate on those characteristics necessary to evaluate and select an appropriate remedy.

2.1 Site Description and Background

The Site description includes current and historical information. The following types of information shall be included, where available and as appropriate, in the Site-specific conditions and the scope of the remedial action.

2.1.1 Site Location and Physical Setting
2.1.2 Present and Past Facility Operations and Disposal Practices
2.1.3 Geology/Hydrology/Hydrogeology
2.1.4 Current and Past Groundwater Use in the Site Area
2.1.5 Surrounding Land Use and Populations
2.1.6 Sensitive Ecosystems
2.1.7 Meteorology/Climatology

2.2 Groundwater Fate and Transport

2.2.1 Contaminant Characteristics
2.2.2 Groundwater Fate and Transport Processes
2.2.3 Groundwater Contaminant Migration Trends
2.2.4 Groundwater Modeling

2.3 Characterization of Other Media

2.3.1 Surface Water
2.3.2 Air
2.3.3 Soil
2.3.4 Sediments

2.4 Previous Removal Actions

The Site characterization section shall also describe any previous removal and remedial actions at the Site and nearby areas. Previous information shall be organized as follows:

- The scope and objectives of the previous removal action(s)
- The amount of time spent on the previous removal action(s)
- The nature and extent of hazardous substances, pollutants, or contaminants treated or controlled during the previous removal action(s) (including all monitoring conducted)
- The technologies used and/or treatment levels used for the previous removal action(s).

2.5 Source, Nature, and Extent of Contamination

This section shall summarize the available Site characterization data, including the locations of the hazardous substances, pollutants, or contaminants; the quantity, volume, size, or magnitude of the contamination; and the physical and chemical attributes of the hazardous pollutants or contaminants.

2.6 Analytical Data

This section shall present the available data, including, but not limited to, soil, groundwater, surface water, sediments, and air. This section should discuss any historical data gaps that were identified, and the measures taken to develop all necessary, additional data.

2.7 Results of Pilot Tests

This section shall document the results of pilot tests, as appropriate, including treatability studies, as referenced in the RI/FS Support Sampling Plan.

2.8 Human Health Risk Assessment

The human health risk assessment shall focus on actual and potential risks to persons coming into contact with on-site contaminants as well as risks to the nearby residential and industrial worker populations from exposure to any contaminated soils, sediments, surface water, air, and ingestion of any contaminated organisms in nearby, impacted ecosystems. Central tendency and reasonable maximum estimates of exposure shall be defined for current land use conditions and reasonable future land use conditions. The risk assessment shall use data from the Site and nearby areas to identify any contaminants of concern (COC), provide an estimate of how and to what extent human receptors might be exposed to these contaminants, and provide an assessment of the health effects associated with these contaminants. The evaluation shall project the potential risk of health problems occurring if no cleanup action is taken at the Site and/or nearby areas, and establish target action levels for COCs (carcinogenic and non-carcinogenic).

The risk evaluation shall be conducted in accordance with U.S. EPA guidance including, at a minimum: "Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part A)," Interim Final (EPA-540-1-89-002)," OSWER Directive 9285.7-01A; December 1, 1989; and "Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments)," Interim, (EPA 540-R-97-033), OSWER 9285.7-01D, January, 1998.

Additional guidance on performing the human health risk assessment is found in the following U.S. EPA OSWER directives:

1) "Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9200.4-27; August, 1998.

2) "Implementation of the Risk Assessment Guidance for Superfund (RAGS) Volume I - Human Health Evaluation Manual, (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments) (Interim)," OSWER Directive 9285.7-01D-1; December 17, 1997.

3) "Soil Screening Guidance: Technical Background Document," OSWER Directive 9355.4-17A; May 1, 1996,

4) "Soil Screening Guidance: User's Guide," Publication 9355.4-23; April, 1996.

5) "Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9355.4-12; July 14, 1994.

6) "Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Publication 9285.7-15-1; February, 1994, and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at www.epa.gov/superfund/programs/lead/prods.htm.

7) "Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Version 0.99D, NTIS PB94-501517, 1994 or "Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Windows© version, 2001,

8) "Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual: (Part B, Development of Risk-based Preliminary Remediation Goals)," Interim, OSWER Directive 9285.7-01B; December, 1991, and

9) "Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors," OSWER Directive 9285.6-03; March 25, 1991.

Guidance on assessing human health risk associated with adult exposures to lead in soil is found in the following document: "Recommendations of the Technical Review Workgroup for Lead for an Interim Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil," December, 1996. This document may be downloaded from the Internet at the following address: www.epa.gov/superfund/programs/lead/prods.htm.

The human health risk assessment shall also include the following elements:

- Hazard Identification (sources). The Respondents shall review available information on the hazardous substances present at the Site and nearby areas, and identify the major COCs. COCs should be selected based on their detected concentrations and intrinsic toxicological properties.

- Conceptual Site Model and Exposure/Pathway Analysis.

- Characterization of Site and Potential Receptors.

- Exposure Assessment. Respondents shall develop central tendency and reasonable maximum estimates of exposure for current and potential land use conditions at and near the Site.

- Toxicity Assessment

- Risk Characterization.

- Identification of Limitations/Uncertainties.

2.9 Ecological Risk Assessment

The ecological risk assessment shall be conducted in accordance with U.S. EPA guidance including, at a minimum: "Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments," (EPA-540-R-97-006, June 1997), OSWER Directive 9285.7-25. The assessment will cover the impact, if any, to aquatic (and terrestrial, if threatened or endangered species exist at the Site) ecosystems within and adjacent to the Site, including within the nearby creeks and wetlands, as a result of the disposal, release, and migration of contaminants.

The ecological risk assessment shall describe the data collection activities conducted as part of Task 1(B)(vi) as well as the following information:

- Hazard Identification (sources). The Respondents shall review available information on the hazardous substances present at and adjacent to the Site and identify the major COCs.

- Dose-Response Assessment. COCs should be selected based on their intrinsic toxicological properties.

- Preparation of Conceptual Exposure/Pathway Analysis.

- Characterization of Site and Potential Receptors.

- Selection of Chemicals, Indicator Species, and End Points. In preparing the assessment, the Respondents shall select representative chemicals, indicator species (species that are especially sensitive to environmental contaminants), and end points on which to concentrate.

- Exposure Assessment. The exposure assessment will identify the magnitude of actual exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels.

- Toxicity Assessment/Ecological Effects Assessment. The toxicity and ecological effects assessment will address the types of adverse environmental effects associated with chemical exposures, the relationships between magnitude of exposures and adverse effects, and the related uncertainties for contaminant toxicity (e.g., weight of evidence for adverse effects).

- Risk Characterization. During risk characterization, chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, shall be compared to measured levels of contaminant exposure levels and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the Site are affecting or could potentially affect the environment.

- Identification of Limitations/Uncertainties. Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the report.

TASK 5: ALTERNATIVES ARRAY DOCUMENT

An Alternatives Array Document (AAD) shall be prepared that identifies remedial alternatives. Development of alternatives shall be fully integrated with the Site characterization activities of the RI. One of the alternatives identified shall be a "no-action" alternative.

The preliminary list of alternatives to address soil, sediments, wastes, air, surface water, and groundwater contamination for the Site shall consist of, but is not limited to, treatment technologies (i.e., thermal methods), removal and off-site treatment/disposal, removal and an on-site disposal, in-place containment, and natural attenuation.

- The AAD shall develop remedial and, where appropriate, removal action objectives, taking into consideration the following factors:
  - Prevention or abatement of actual or potential exposure to nearby human populations, (including workers), animals, or the food chain from hazardous substances, pollutants, or contaminants;
  - Prevention or abatement of actual or potential contamination of drinking water supplies and ecosystems;
  - Stabilization or elimination of hazardous substances in drums, barrels, tanks, or other bulk storage containers that may pose a threat of release;
  - Treatment or elimination of hazardous substances, pollutants, or contaminants in soils or sediments that may migrate;
  - Elimination of threat of fire or explosion;
  - Acceptable chemical-specific contaminant levels, or range of levels, for all exposure routes.
  - Mitigation or abatement of other situations or factors that may pose threats to public health, welfare, or the environment.
- Determination of Remedial Action Scope: The AAD shall define the broad scope and specific short-term and long-term objectives of the remedial action and address the protectiveness of the remedial action.
- Determination of Remedial Action Schedule: The general schedule for remedial action and, where appropriate, removal activities shall be developed, including both the start and completion time for the remedial action.
- Identification of and Compliance with ARARs: The AAD shall identify all ARARs and other Federal or State advisories, criteria, or guidance to be considered (TBC) that will apply to the remedial action. The AAD shall also describe how the ARARs will be met.
- Identification, and Preliminary Screening and Evaluation of Remedial Action Alternatives
  - Based on the analysis of the nature and extent of contamination and on the cleanup objectives developed, the AAD shall include a preliminary screening and evaluation of the alternatives identified, to ultimately select a reasonable number

of alternatives for detailed analysis in the draft FS Report. Whenever practicable, the alternatives shall also consider the CERCLA preference for treatment over conventional containment or land disposal approaches.

- The use of presumptive remedy guidance, if appropriate and applicable to the Site, may also provide an immediate focus to the identification and analysis of alternatives. This guidance includes, but is not limited to: Implementing Presumptive Remedies (EPA 540-R-97-029, October 1997). Presumptive remedies involve the use of remedial technologies that have been consistently selected at similar sites or for similar contamination.

- A limited number of alternatives, including any identified presumptive remedies, shall be selected for detailed analysis. Each of the alternatives shall be described with enough detail so that the entire treatment process can be understood. Technologies that may apply to the media or source of contamination shall be listed in the AAD.

The AAD shall be submitted as a Technical Memorandum to U.S. EPA within 45 days of U.S. EPA approval of the Final RI Report. A revised AAD, if necessary, shall be submitted within ~~30~~ 45 days of receipt of U.S. EPA comments on the draft AAD.

TASK 6: FEASIBILITY STUDY (FS) REPORT

Within 60 days of U.S. EPA approval of the AAD, the Performing Respondents shall submit to U.S. EPA for approval a draft FS Report that includes the following information.

5 Detailed Analysis of Alternatives

Defined alternatives are evaluated against the short and long-term aspects of three broad criteria: effectiveness, implementability, and cost.

5.1 Effectiveness

The effectiveness of an alternative refers to its ability to meet the objective regarding the scope of the remedial action. The "Effectiveness" discussion for each alternative shall evaluate the degree to which the technology would mitigate threats to human health and the environment. Criteria to be considered include:

5.1.1 Overall Protection of Human Health and the Environment

How well each alternative protects human health and the environment shall be discussed in a consistent manner. Assessments conducted under other evaluation

criteria, including long-term effectiveness and permanence, short-term effectiveness, and compliance with ARARs shall be included in the discussion. Any unacceptable short-term impacts shall be identified. The discussion shall focus on how each alternative achieves adequate protection and describe how the alternative will reduce, control, or eliminate risks at the Site and nearby areas through the use of treatment, engineering controls, or institutional controls.

5.1.2 Compliance with ARARs and Other Criteria, Advisories, and Guidance

The detailed analysis shall summarize which requirements are applicable or relevant and appropriate to an alternative and describe how the alternative meets those requirements. A summary table may be employed to list potential ARARs. In addition to ARARs, TBCs may be identified.

5.1.3 Long-Term Effectiveness and Permanence

This evaluation assesses the extent and effectiveness of the controls that may be required to manage risk posed by treatment of residuals and/or untreated wastes at the Site. The following components shall be considered for each alternative: magnitude of risk, and adequacy and reliability of controls.

5.1.4 Reduction of Toxicity, Mobility, or Volume Through Treatment

Respondents' analysis shall address U.S. EPA's policy of preference for treatment including an evaluation based on the following subfactors for a particular alternative:

- The treatment process(es) employed and the material(s) it will treat
- The amount of the hazardous or toxic materials to be destroyed or treated
- The degree of reduction expected in toxicity, mobility, or volume
- The degree to which treatment will be irreversible
- The type and quantity of residuals that will remain after treatment
- Whether the alternative will satisfy the preference for treatment

5.1.5 Short-Term Effectiveness

The short-term effectiveness criterion addresses the effects of the alternative during implementation before the remedial objectives have been met. Alternatives shall also be evaluated with respect to their effects on human health and the environment following implementation. The following factors shall be addressed as appropriate for each alternative:

- Protection of the community
- Protection of the workers
- Environmental impacts
- Time until response objectives are achieved

5.2 Implementability

This section is an assessment of the implementability of each alternative in terms of the technical and administrative feasibility and the availability of the goods and services necessary for each alternative's full execution. The following factors shall be considered under this criterion:

5.2.1 Technical Feasibility

The degree of difficulty to construct and operate the technology; the reliability of the technology, the availability of necessary services and materials; the scheduling aspects of implementing the alternatives during and after implementation; the potential impacts on the local community during construction operations; and the environmental conditions with respect to set-up, construction, and operation shall be described. Potential future removal actions shall also be discussed. The ability to monitor the effectiveness of the alternatives may also be described.

5.2.2 Administrative Feasibility

The administrative feasibility factor evaluates those activities needed to coordinate with other offices and agencies. The administrative feasibility of each alternative shall be evaluated, including the need for off-site permits, adherence to applicable non-environmental laws, and concerns of other regulatory agencies. Factors that shall be considered include, but are not limited to, the following: statutory limits, permits, and waivers.

5.2.3 Availability of Services and Materials

The RI/FS must determine if off-site treatment, storage, and disposal capacity; equipment, personnel, services and materials; and other resources necessary to implement an alternative shall be available in time to maintain the remedial schedule.

5.2.4 State and Community Acceptance

State and community acceptance will be considered by U.S. EPA before a final remedial action is decided. Respondents need only mention in the RI/FS that U.S.

EPA will consider and address State and community acceptance of an alternative when making a recommendation and in the final selection of the alternative in the ROD.

5.3 Cost

Each alternative shall be evaluated to determine its projected costs. The evaluation should compare each alternative's capital, and operations and maintenance costs. The present worth of each alternative should be calculated.

5.3.1 Direct Capital Costs

Costs for construction, materials, land, transportation, analysis of samples, and treatment shall be presented.

5.3.2 Indirect Capital Costs

Costs for design, legal fees, and permits shall be presented.

5.3.3 Long-Term Operations and Maintenance Costs

Costs for maintenance and long-term monitoring shall be presented.

6 Comparative Analysis of Remedial Action Alternatives

Once remedial action alternatives have been described and individually assessed against the evaluation criteria described in Section 5 above, a comparative analysis shall be conducted to evaluate the relative performance of each alternative in relation to each of the criteria. The purpose of the analysis shall be to identify advantages and disadvantages of each alternative relative to one another so that key tradeoffs that would affect the remedy selection can be identified.

A final FS Report shall be submitted to U.S. EPA and Illinois EPA within ~~30~~ 45 days of the receipt of U.S. EPA's comments on the draft FS Report.

7 Schedule for RI and FS Reports Submission

The Respondents shall hold monthly meetings or conference calls with U.S. EPA and Illinois EPA to review the RI/FS progress. The frequency of meetings or calls may be changed if agreed to by U.S. EPA, Illinois EPA, and the Respondents.

A draft RI Report shall be submitted to U.S. EPA and Illinois EPA within ~~120~~ 150 calendar days of the receipt of the last set of RI analytical data. The amended RI Report, if required, shall be submitted to U.S. EPA and Illinois EPA within ~~30~~ 45 calendar days of receipt of U.S. EPA's comments on the draft RI/FS.

The draft AAD shall be submitted as a Technical Memorandum to U.S. EPA within 45 days of U.S. EPA approval of the Final RI Report. A revised AAD, if necessary, shall be submitted within ~~30~~ 45 days of receipt of U.S. EPA comments on the draft AAD.

A draft FS Report shall be submitted to U.S. EPA and Illinois EPA within 60 days of U.S. EPA approval of the AAD. The Final FS Report shall be submitted to U.S. EPA and Illinois EPA within ~~30~~ 45 days of receipt of U.S. EPA comments on the draft FS Report.

Following U.S. EPA approval of the FS Report, U.S. EPA will issue a Proposed Plan to the public wherein U.S. EPA will propose one alternative, or a combination of alternatives evaluated in the FS, as the preferred alternative. Public comments will be solicited and evaluated before U.S. EPA makes a final decision on a remedial plan. The final decision will be documented in the ROD for the Site and nearby areas.

TASK 7: PROGRESS REPORTS

Respondents shall submit monthly written progress reports to U.S. EPA and Illinois EPA concerning actions undertaken pursuant to the Consent Order and this SOW, beginning 30 calendar days after the effective date of the Consent Order, until termination of the Consent Order, unless otherwise directed in writing by the RPM. These reports shall describe all significant developments during the preceding period, including the work performed and problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and actual or planned resolutions of past or anticipated problems.

SCHEDULE FOR MAJOR DELIVERABLES

Deliverable	Deadline
TASK 1: Draft RI/FS Support Sampling Plan (includes the following) Quality Management Plan Quality Assurance Project Plan Field Sampling Plan Health and Safety Plan	120 calendar days after effective date of Order
TASK 1: Final RI/FS Support Sampling Plan	45 calendar days after receipt of U.S. EPA comments

TASK 2: Technical Assistance Plan (TAP)	
Draft TAP	Within 30 days of U.S. EPA request
Revised TAP	Within 30 days of receipt of U.S. EPA comments
Quarterly Progress Reports	10 days after the end of each CY quarter; first report due in the first full CY quarter after effective date of the AOC
TASK 3: RI	
Analytical Data of Each Sampling Activity	Within 75 days of receipt of analytical data associated with each sampling activity
Notification of Completion of Field Activities	Within 7 days of completion of field activities
TASK 4: Draft RI Report	Within ~~120~~ 150 days of receipt of the last set of RI analytical data
TASK 4: Final RI Report	~~30~~ 45 calendar days after receipt of U.S. EPA comments on draft RI Report
TASK 5: Draft AAD	45 calendar days after U.S. EPA approval of the final RI Report
TASK 5: Final AAD	~~30~~ 45 calendar days after receipt of U.S. EPA comments on the draft AAD
TASK 6: Draft FS Report	60 calendar days after U.S. EPA approval of the AAD
TASK 6: Final FS Report	~~30~~ 45 calendar days after receipt of U.S. EPA comments on the draft FS Report
TASK 7: Monthly Progress Reports	10th business day of each month (commencing 30 days after effective date of Order)
Miscellaneous Documents	In accordance with submittal date provided by RPM

REFERENCES

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RI/FS process:

RI/FS Process:

"National Oil and Hazardous Substances Pollution Contingency Plan (NCP); Final Rule" (40 CFR Part 300)

"Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 9355.3-01.

"Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA" (Publication 9360.0-32, August 1993)

"Interim Guidance on Potentially Responsible Party Participation in Remedial Investigation and Feasibility Studies," U.S. EPA, Office of Waste Programs Enforcement, Appendix A to OSWER Directive No. 9355.3-01.

"Guidance on Oversight of Potentially Responsible Party Remedial Investigations and Feasibility Studies," U.S. EPA, Office of Waste Programs Enforcement, OSWER Directive No. 9835.3.

"A Compendium of Superfund Field Operations Methods," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August 1987, OSWER Directive No. 9355.0-14.

"EPA NEIC Policies and Procedures Manual," May 1978, revised November 1984, EPA-330/9-78-001-R.

"Data Quality Objectives for Remedial Response Activities," U.S. EPA, Office of Emergency and Remedial Response and Office of Waste Programs Enforcement, EPA/540/G-87/003, March 1987, OSWER Directive No. 9335.0-7B.

"Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements," U.S. EPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.

"CERCLA Compliance with Other Laws Manual," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, August 1988 (draft), OSWER Directive No. 9234.1-01 and -02.

"Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites," U.S. EPA, Office of Emergency and Remedial Response, (draft), OSWER Directive No. 9283.1-2.

"Draft Guidance on Preparing Superfund Decision Documents," U.S. EPA, Office of Emergency and Remedial Response, March 1988, OSWER Directive No. 9355.3-02

"Implementing Presumptive Remedies" (EPA 540-R-97-029, October 1997)

Quality Assurance Project Plans (QAPP) and Quality Management Plans (QMP)

"Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Research and Development, Cincinnati, OH, QAMS-004/80, December 29, 1980.

"Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Emergency and Remedial Response, QAMS-005/80, December 1980.

"Users Guide to the EPA Contract Laboratory Program," U.S. EPA, Sample Management Office, August 1982.

"Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites" OSWER Directive No. 9240.0-2B

"EPA Guidance for Quality Assurance Project Plans (QA/G-5)"(EPA/600/R-98/018, February 1998).

"EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001).

"EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001).

Health and Safety Requirements

"Health and Safety Requirements of Employees Employed in Field Activities," U.S. EPA, Office of Emergency and Remedial Response, July 12, 1981, EPA Order No. 1440.2.

OSHA Regulations in 29 CFR 1910.120 (Federal Register 45654, December 19, 1986).

"Interim Guidance on Administrative Records for Selection of CERCLA Response Actions," U.S. EPA, Office of Waste Programs Enforcement, March 1, 1989, OSWER Directive No. 9833.3A.

Community Involvement

"Community Relations in Superfund: A Handbook," U.S. EPA, Office of Emergency and Remedial Response, June 1988, OSWER Directive No. 9230.0 #3B.

"Community Relations During Enforcement Activities And Development of the Administrative Record," U.S. EPA, Office of Programs Enforcement, November 1988, OSWER Directive No. 9836.0-1A.

"Response Selection and Enforcement Approach for Superfund Alternative Sites," U.S. EPA, Office of Site Remediation Enforcement, June 2002, OSWER Directive No. 92-08.0-17.

"Superfund Community Involvement Handbook," U.S. EPA, Office of Emergency and Remedial Response, April 2002, EPA 540-K-01-003.

Human Health Risk Assessment

"Performance of Risk Assessments in Remedial Investigation /Feasibility Studies (RI/FSs) *Conducted by Potentially Responsible Parties (PRPs)," August 28, 1990, OSWER Directive No.* 9835.15.

"Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions," April 22, 1991, OSWER Directive No. 9355.0-30.

"Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part A)," Interim Final (EPA-540-1-89-002)," OSWER Directive 9285.7-01A; December 1, 1989;

"Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments)," Interim, (EPA 540-R-97-033), OSWER 9285.7-01D, January, 1998.

"Risk Assessment Guidance for Superfund - Volume II Environmental Evaluation Manual," March 1989, EPA/540/1-89/001

"Implementation of the Risk Assessment Guidance for Superfund (RAGS) Volume I - Human Health Evaluation Manual, (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments) (Interim)," OSWER Directive 9285.7-01D-1; December 17, 1997,

"Guidance for Data Usability in Risk Assessment," October, 1990, EPA/540/G-90/008

"Performance of Risk Assessments in Remedial Investigation /Feasibility Studies (RI/FSs) Conducted by Potentially Responsible Parties (PRPs)," August 28, 1990, OSWER Directive No. 9835.15.

"Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions," April 22, 1991, OSWER Directive No. 9355.0-30.

"Soil Screening Guidance: Technical Background Document," OSWER Directive 9355.4-17A; May 1, 1996,

"Soil Screening Guidance: User's Guide," Publication 9355.4-23; April, 1996,

"Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual: (Part B, Development of Risk-based Preliminary Remediation Goals)." Interim. OSWER Directive 9285.7-01B; December, 1991, and

"Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors." OSWER Directive 9285.6-03; March 25, 1991.

Lead in Soil

"Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9355.4-12; July 14, 1994.

"Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9200.4-27; August, 1998.

"Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Publication 9285.7-15-1; February, 1994, and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at www.epa.gov/superfund/programs/lead/prods.htm.

"Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Version 0.99D, NTIS PB94-501517, 1994 or "Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Windows© version, 2001.

"TRW Recommendations for Sampling and Analysis of Soil at Lead (Pb) Sites," OSWER 9285.7-38, April, 2000

"Recommendations of the Technical Review Workgroup for Lead for an Interim Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil." December, 1996. (www.epa.gov/superfund/programs/lead/prods.htm)

Ecological Risk Assessment

"U.S. EPA Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments." Office of Ecological and Remedial Response, Washington, D.C. 1997 (EPA-540-R-97-006, June 1997; OSWER Directive 9285.7-25).