

IAG COVER SHEET

FILE NAME: HillAFB.pdf

Title: HILL AIR FORCE BASE, Utah

Subject: Region 8, VIII

Author: Department of the Air Force, DoD, Utah

Keywords: 4/10/91, 1991, FY91

FEDERAL FACILITY AGREEMENT

**UNITED STATES ENVIRONMENTAL PROTECTION
AGENCY REGION VIII
AND THE
UTAH DEPARTMENT OF HEALTH
AND THE
UNITED STATES AIR FORCE**

HILL AIR FORCE BASE, UTAH

SIGNED APRIL 10, 1991

UNITED STATES ENVIRONMENTAL PROTECTION
AGENCY REGION VIII
AND THE
UTAH DEPARTMENT OF HEALTH
AND THE
UNITED STATES AIR FORCE

IN THE MATTER OF:)

The U.S. Department)
of the Air Force)

Hill Air Force Base)
Utah)

) Federal Facility
) Agreement Under
) CERCLA Section 120

) Administrative
) Docket Number:

TABLE OF CONTENTS

1. Parties Bound.....	3
2. Jurisdiction.....	4
3. Statement of Purpose.....	4
4. Definitions.....	6
5. Statutory Compliance/RCRA -CERCLA Integration.....	8
6. Scope of Agreement.....	9
7. Conclusions of Law.....	11
8. Work to be Performed.....	12
9. Technical Review Committee.....	13
10. Consultation: Review and Comment Process for Draft and Final Documents.....	14
11. Deadlines.....	20
12. Extensions.....	21
13. Force Majeure.....	23
14. Emergencies and Removals.....	24
15. Dispute Resolution.....	26
16. Enforceability.....	28
17. Stipulated Penalties.....	30
18. Funding.....	31
19. Project Managers.....	32
20. Permits.....	34
21. Quality Assurance.....	35
22. Sampling and Data/Document Availability.....	35
23. Record Preservation.....	36
24. Access to Federal Facility.....	36
25. Public Participation and Community Involvement.....	38
26. Five Year Review.....	39
27. Amendment or Modification of Agreement.....	39
28. Termination and Satisfaction.....	39
29. Reservation of Rights.....	40
30. Other Claims.....	41
31. Recovery of EPA Expenses.....	41
32. Reimbursement of UDOH Costs.....	41
33. Public Comment.....	45
34. Successors and Assigns.....	47
35. Confidential Information.....	47
36. Notice to the Parties.....	48
37. Transfer of Real Property.....	49
38. Authorized Signatures.....	49

ATTACHMENTS

Attachment #1	Statement of Facts
Attachment #2	Map
Attachment #3	Statement of Work

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII
AND THE
UTAH DEPARTMENT OF HEALTH
AND THE
UNITED STATES AIR FORCE

IN THE MATTER OF:)
The U.S. Department) Federal Facility
of the Air Force) Agreement Under
Hill Air Force Base) CERCLA Section 120
Utah) Administrative
Docket Number:

Based on the information available to the Parties on the effective date of this federal facility agreement (Agreement), and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

1. PARTIES BOUND

1.1 The Parties to this Agreement are the United States Environmental Protection Agency (EPA), the United States Air Force (USAF), and the Utah Department of Health (UDOH). The terms of the Agreement shall apply to and be binding upon EPA, the Utah Department of Health, USAF and their successors and assigns.

1.2 This Agreement shall be enforceable against all of the Parties to this Agreement. This Section shall not be construed as an agreement to indemnify any person. USAF shall notify its agents, members, employees, contractors for the Site, and all subsequent owners, operators, and lessees of the Site of the existence of this Agreement.

1.3 Each Party shall be responsible for ensuring that its contractors and its successors and assigns comply with the terms and conditions of this Agreement. USAF will notify EPA and UDOH of the identity and assigned tasks of each of its contractors performing work under this Agreement upon their selection.

1.4 The Utah Department of Health (UDOH) is the designated single State agency, in accordance with the laws of the State of Utah, responsible for the Federal programs to be carried out under this Agreement, and the lead agency for the State of Utah, and its actions pursuant to this Agreement are binding on the

State of Utah, as provided by 26-14b-20, Utah Code Annotated.

2. JURISDICTION

2.1 Each Party is entering into this Agreement pursuant to the following authorities:

(a) EPA enters into those portions of this Agreement that relate to the remedial investigation/feasibility study (RI/FS) pursuant to Section 120(e)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Section 9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499 (hereinafter jointly referred to as CERCLA), and the Resource Conservation and Recovery Act (RCRA) Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA) (hereinafter jointly referred to as RCRA), and Executive Order (E.O.) 12580;

(b) EPA enters into those portions of this Agreement that relate to operable unit remedial actions and final remedial actions pursuant to CERCLA Section 120(e)(2), 42 U.S.C. Section 9620(e)(2), RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), and E.O. 12580;

(c) USAF enters into those portions of this Agreement that relate to the RI/FS pursuant to CERCLA Section 120(e)(1), 42 U.S.C. Section 9620(e)(1), RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), E.O. 12580, the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321, and the Defense Environmental Restoration Program (DERP), 10 U.S.C. Section 2701 et. seq.;

(d) USAF enters into those portions of this Agreement that relate to operable unit remedial actions and final remedial actions pursuant to CERCLA Section 120(e)(2), 42 U.S.C. Section 9620(e)(2), RCRA Sections 6001, 3008(h), and 3004(u) and (v), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), E.O. 12580 and the DERP; and

(e) UDOH enters into this Agreement pursuant to CERCLA Sections 120(f) and 121(f), 42 U.S.C. Sections 9620(f) and 9621(f), Section 3006 of RCRA, 42 U.S.C. Section 6926, 26-14b-20, Utah Code Annotated, and Title 26, Chapter 14 Utah Code Annotated.

3. STATEMENT OF PURPOSE

3.1 The general purposes of this Agreement are to:

(a) Ensure that the environmental impacts associated

with past and present activities at the Site are thoroughly investigated and appropriate remedial action taken as necessary to protect the public health, welfare and the environment;

(b) Establish a procedural framework and schedule for developing, implementing and monitoring appropriate response actions at the Site in accordance with CERCLA, the National Contingency Plan (NCP), Superfund guidance and policy, RCRA, RCRA guidance and policy, and applicable State law; and

(c) Facilitate cooperation, exchange of information, and participation of the Parties in such actions.

3.2 Specifically, the purposes of this Agreement are to:

(a) Identify Operable Unit (OU) Remedial Actions which are appropriate at the Site prior to implementation of Final Remedial Action at the Site. Operable Unit Remedial Action Alternatives shall be identified and proposed to the Parties prior to proposal of the Final Remedial Action at the Site. This process is designed to promote cooperation among the Parties in identifying Operable Unit Remedial Actions prior to selection of the Final Remedial Action at the Site. It is the intention of the Parties to identify Operable Unit Remedial Actions as early as practicable to expedite clean up at the Site.

(b) Establish requirements for the performance of an RI to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release and threatened release of hazardous substances, pollutants, or contaminants at the Site and to establish requirements for the performance of an FS for the Site to identify, evaluate, and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants, or contaminants at the Site in accordance with CERCLA and applicable State law;

(c) Identify the nature, objective, and schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances, pollutants or contaminants mandated by CERCLA and applicable State law;

(d) Implement the selected remedial action(s) in accordance with CERCLA and applicable State law and meet the requirements of CERCLA Section 120(e)(2), 42 U.S.C. Section 9620(e)(2), for interagency agreements;

(e) Assure compliance, through this Agreement, with RCRA and other Federal and State hazardous waste laws and regulations for matters covered herein;

(f) Coordinate response actions at the Site with the mission and support activities at Hill Air Force Base, Ogden, Utah (Hill AFB);

(g) Expedite the cleanup process to the extent consistent with protection of human health and the environment;

(h) Provide for State involvement in the initiation, development, selection and enforcement of remedial action(s) to be undertaken at the Site, including review of all applicable data as it becomes available and the development of studies, reports, and action plans; and to identify, integrate and assure compliance with State and Federal applicable or relevant and appropriate requirements (ARARs) to the extent required by CERCLA;

(i) Provide for operation and maintenance of any remedial action(s) selected and implemented pursuant to this Agreement; and

(j) Provide for interactive community involvement in the initiation, development and selection of remedial actions to be undertaken at Hill AFB, including timely review of applicable data, reports, and action plans developed for the Site.

4. DEFINITIONS

4.1 Except as noted below or otherwise explicitly stated, the definitions provided in CERCLA and the NCP shall control the meaning of terms used in this Agreement.

(a) "Additional work" shall mean any new or different work outside the originally agreed upon Scope of this Agreement.

(b) "Agreement" shall refer to this document, the attachments to this document, and all documents finalized pursuant to Section 10- Consultation. Such documents, when finalized, shall be incorporated into this document, and shall become fully enforceable parts of this document.

(c) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Public Law 96-510, 42 U.S.C. Section 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, and any subsequent amendments.

(d) "Days" shall mean calendar days, unless business days are specified. Any submittal that under the terms of this Agreement would be due on a Saturday, Sunday, or Federal or State of Utah holiday shall be due on the following business day.

(e) "Hill AFB" shall mean Hill Air Force Base, a field activity of the United States Air Force.

(f) "Deadline" shall mean the time limitation applicable to a discrete and significant portion of any submittal specifically established under the terms of this Agreement.

(g) "USAF" shall mean the United States Air Force, its employees, members and agents, as well as the Department of Defense (DOD), to the extent necessary to effectuate the terms of this Agreement.

(h) "EPA" shall mean the United States Environmental Protection Agency, its employees and agents.

(i) "National Contingency Plan" or "NCP" shall refer to the regulations contained in 40 C.F.R. Part 300 and any subsequent amendments thereto.

(j) "UDOH" shall mean the Utah Department of Health, its employees and agents.

(k) "RCRA" shall mean the Resource Conservation and Recovery Act of 1976, Public Law 94-580, 42 U.S.C. Section 6901, et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Public Law 98-616, and any subsequent amendments.

(l) "Removal" shall have the same meaning as provided in Section 101(23) of CERCLA, 42 U.S.C. Section 9601(23), and "emergency removal", "time critical removal" and "non-time critical removal" shall have the same meanings as provided in the NCP.

(m) "Schedule" shall mean the time limitation established for the completion of remedial actions at operable units established under the terms of this Agreement.

(n) "Site" shall mean the entire 6,666 acre parcel of land known as Hill AFB, Utah, and any area outside the boundaries of the parcel to or under which a release of hazardous substances, pollutants or contaminants has migrated from a source located on the parcel. For the purposes of obtaining permits, the terms "on-site" and "off-site" shall have the same meanings as provided in the NCP.

(o) "State" shall mean the State of Utah.

(p) "Target dates" shall mean dates by which secondary documents are proposed to be submitted, and shall not be subject to Section 15- Dispute Resolution or Section 17- Stipulated Penalties.

(q) "Timetable" shall mean, collectively, the "deadlines" established pursuant to this Agreement.

(r) "Community Relations Plan" shall mean a plan prepared by USAF which shall be based upon community interviews, and other relevant information, specifying the interactive community relations activities that USAF intends to undertake during remedial response actions.

5. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

5.1 The Parties intend to integrate USAF's CERCLA response obligations and RCRA corrective action obligations which relate to releases of hazardous substances, hazardous wastes, pollutants or contaminants covered by this Agreement into this comprehensive Agreement. Therefore, the Parties intend that activities covered by this Agreement will achieve compliance with CERCLA, 42 U.S.C. Section 9601 et seq.; satisfy the corrective action requirements of RCRA Section 3004(u) and (v), 42 U.S.C. Section 6924(u) and (v), for a RCRA permit, and RCRA Section 3008(h), 42 U.S.C. Section 6928(h), for interim status facilities; and meet or exceed all applicable or relevant and appropriate Federal and State laws and regulations, to the extent required by CERCLA Section 121, 42 U.S.C. Section 9621, and applicable State law.

5.2 Based upon the foregoing, the Parties intend that any remedial action selected, implemented and completed under this Agreement will be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under RCRA, that is, no further action shall be required. The Parties agree that with respect to releases of hazardous waste covered by this Agreement, RCRA shall be considered an ARAR pursuant to CERCLA Section 121, 42 U.S.C. Section 9621.

5.3 (a) The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be as provided for in CERCLA and the NCP. The activities at the Site may require the issuance of permits under Federal and State laws. This Agreement does not affect the requirements, if any, to obtain such permits.

(b) A permit has been issued to USAF for ongoing hazardous waste management activities at the Site. The Parties intend that pursuant to Section 33- Public Comment, this Agreement shall be incorporated into the Permit. Through this incorporation, all deliverables submitted to EPA and UDOH shall be submitted as deliverables pursuant to this Agreement and the Permit; all timetables, deadlines and schedules as set forth or determined pursuant to this Agreement shall be incorporated in the Permit; and the procedures for evaluation, selection and implementation of response/corrective actions set forth in this

Agreement shall be incorporated in the Permit. EPA and USAF intend that any judicial review of any condition incorporated into the Permit under this Subsection shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA. UDOH intends that its permit conditions shall be enforced consistent with Subsections 16.4 and 16.5 of Section 16-Enforceability.

6. SCOPE OF AGREEMENT

6.1 Except as provided in Subsections 6.2, 6.3, 6.4, and 6.5 of this Section, the Parties agree that the purpose of this Agreement is to set forth a process to identify, investigate, and remediate the releases or threatened releases of all hazardous substances, pollutants or contaminants at or from the Site. Except as provided in Subsections 6.2, 6.3, 6.4, and 6.5 of this Section, the Parties agree that the releases or threatened releases of hazardous substances, pollutants, or contaminants at or from the Site will be addressed through this Agreement pursuant to CERCLA and, as provided in Section 5- Statutory Compliance/RCRA-CERCLA Integration, RCRA.

6.2 The Parties agree that the obligation of USAF to identify, investigate, and remediate the release or threatened release of hazardous substances, pollutants, or contaminants from Underground Storage Tanks (USTs) is within the scope of this Agreement. The Parties agree that the obligation of USAF to identify, investigate, and remediate the release or threatened release of petroleum products, including petroleum products originating from USTs at the Site which are not commingled and do not threaten to commingle with hazardous substances, pollutants, or contaminants is not within the scope of this Agreement. However, the Parties agree that in the event that releases of petroleum products, including those determined to be originating from USTs, are wholly or partially commingled with releases of hazardous substances, pollutants, or contaminants that are within the scope of this Agreement (see Subsection 6.1 above), such releases shall be within the scope of this Agreement. In such case, the obligation of USAF to identify, investigate, and remediate such releases shall be pursuant to this Agreement, and in such case any State or Federal laws or regulations pertinent to releases or threatened releases of petroleum products from USTs shall be evaluated as potential ARARs according to the processes set forth in this Agreement.

6.3 The Parties agree that USAF currently maintains certain environmental permits at the Site, including, but not limited to a pretreatment permit. The Parties agree that the obligation of USAF to maintain such permits is not within the scope of this Agreement and that such obligations shall be fulfilled pursuant to independent State and Federal programs pertinent thereto. The Parties further agree that the requirement to obtain permits for

response actions that are within the scope of this Agreement shall be as set forth in Section 5- Statutory Compliance/RCRA-CERCLA Integration and Section 20- Permits.

6.4 The Parties agree that USAF has a permit for ongoing hazardous waste management at the Site, and may apply for certain additional ongoing hazardous waste management permits. These permits shall be referred to as "RCRA ongoing hazardous waste management permits". The Parties agree that any obligation of USAF to maintain and comply with such RCRA ongoing hazardous waste management permits, except corrective action portions of such permits as provided in Section 5- Statutory Compliance/RCRA-CERCLA Integration, is not within the scope of this Agreement and that such obligation shall, to the extent required by law, be fulfilled pursuant to independent State and Federal programs pertinent thereto.

6.5 The Parties agree that the obligation, if any, of USAF to identify, investigate, and remediate any releases or threatened releases that occur subsequent to the effective date of this Agreement, of hazardous substances, pollutants, or contaminants, which: (a) originate solely and exclusively from hazardous waste management activities authorized pursuant to RCRA, the Utah Solid and Hazardous Waste Act, or a RCRA ongoing hazardous waste management permit (as referred to in Subsection 6.4 above) at the Site, (b) may reasonably be anticipated to remain separate and not become commingled with releases and threatened releases covered by this Agreement, and (c) which are regulated pursuant to RCRA, the Utah Solid and Hazardous Waste Act, or an authority specifically enumerated in the RCRA ongoing hazardous waste management permit shall be pursuant to RCRA, the Utah Solid and Hazardous Waste Act, or such RCRA ongoing hazardous waste management permit. Any subsequent releases and threatened releases meeting these three conditions are not within the scope of this Agreement. Such obligations, if any, shall be fulfilled by USAF or other person designated in the RCRA ongoing hazardous waste management permit and pursuant to the Federal and/or State authority designated in RCRA, the Utah Solid and Hazardous Waste Act, or in the RCRA ongoing hazardous waste management permit.

6.6 The Parties agree to consult with each other regarding actions taken pertaining to the releases or threatened releases of hazardous substances, pollutants, and contaminants not within the scope of this Agreement pursuant to Subsections 6.2 and 6.5. The Parties further agree that in the event a dispute among the Parties arises regarding the scope of this Agreement the procedures set forth in Section 15- Dispute Resolution, shall apply.

6.7 Under this Agreement, USAF agrees it shall:

(a) Conduct a remedial investigation and feasibility study for each operable unit at the Site;

(b) Prepare a Record of Decision and Proposed Plan for Remedial Action for each operable unit at the Site;

(c) Prepare design and specification documents needed to implement remedial action for each operable unit;

(d) Implement remedial actions for each operable unit;

(e) Satisfy RCRA Corrective Action obligations at the Site;

(f) Reimburse UDOH for its costs, including ongoing technical assistance pursuant to Section 32- Reimbursement of UDOH Costs of this Agreement;

(g) Coordinate with the Agency for Toxic Substances and Disease Registry (ATSDR) on preparation of a Site Health Assessment.

6.8 Nothing in this Agreement is intended to affect any jurisdiction the State of Utah may have over activities that are not included within the scope of this Agreement.

7. CONCLUSIONS OF LAW

7.1 These conclusions are not to be construed as admissions by any Party, nor are they binding on any Party with respect to claims or causes brought by persons not a party to this Agreement.

7.2 This Agreement is based upon the placement of Hill Air Force Base, Davis and Weber Counties, Utah, on the National Priorities List by EPA.

7.3 Hill Air Force Base is a facility under the jurisdiction, custody, or control of the Department of Defense within the meaning of E.O. 12580, 52 Federal Register 2923, January 29, 1987. USAF is authorized to act in behalf of the Secretary of Defense for all functions delegated by the President to the Secretary of Defense through E.O. 12580 which are relevant to this Agreement.

7.4 Hill Air Force Base is a Federal facility to which CERCLA Section 120, 42 U.S.C. Section 9620, and SARA Section 211, 10 U.S.C. Section 2701 et seq., apply and subject to the DERP.

7.5 USAF is the authorized delegate of the President under E.O. 12580 for receipt of notification by the State of its ARARs, as required by CERCLA Section 121(d)(2)(A)(ii), 42 U.S.C. Section

9621(d)(2)(A)(ii).

7.6 The authority of USAF to exercise the delegated removal authority of the President pursuant to CERCLA Section 104, 42 U.S.C. Section 9604 is not altered by this Agreement.

7.7 The actions to be taken pursuant to this Agreement are reasonable and necessary to protect the public health, welfare, or the environment.

7.8 There are areas within the boundaries of the Federal facility, as defined in 42 U.S.C. Section 9601(9), where hazardous substances, as defined in 42 U.S.C. Section 9601(14) have been deposited, stored, placed, or otherwise come to be located.

7.9 There have been "releases" as defined in 42 U.S.C. Section 9601(22), of hazardous substances, pollutants or contaminants, as defined in 42 U.S.C. Section 9601(33), at or from the Federal facility into the environment.

7.10 With respect to these releases, USAF is an owner and/or operator as defined at 42 U.S.C. Section 9601(20).

7.11 Included as Attachment 1 to this Agreement is a Statement of Facts concerning Hill AFB.

7.12 Included as Attachment 2 to this Agreement is a map showing sources of suspected contamination and the areal extent of known contamination, based on information available at the time of the signing of this Agreement.

8. WORK TO BE PERFORMED

8.1 The Parties agree to perform the tasks, obligations and responsibilities described in this Section in accordance with CERCLA and CERCLA guidance; the NCP; pertinent provisions of RCRA, RCRA guidance; E.O. 12580; the Statement of Work attached hereto as Attachment 3; pertinent State laws and regulations; and all terms and conditions of this Agreement including documents prepared and incorporated in accordance with Section 10-Consultation.

8.2 USAF agrees to undertake, seek adequate funding for, fully implement and report on the following tasks for each operable unit, with participation of the Parties as set forth in this Agreement:

- (a) Remedial Investigations of the Site;
- (b) Feasibility Studies for the Site;

- (c) All remedial design and response actions at the Site;
- (d) Operation and maintenance of response actions at the Site; and
- (e) Funding State support services (see Section 32).

8.3 The Parties agree to use their best efforts to expedite the initiation of response actions for the Site.

8.4 To enable USAF to more efficiently implement response actions at the Site, the Parties agree that discrete areas within the Site have been designated as operable units. Response actions for those operable units shall be carried out in accordance with this Agreement. The Parties contemplate that subsequent to the execution of this Agreement, additional, discrete areas of surface or subsurface contamination or pollution may be identified. USAF agrees that subject to the consent of all Parties, any such areas shall be designated as additional operable units subject to the provisions of this Agreement. Amendments to the Statement of Work for newly identified operable units will be proposed by USAF in accordance with Section 10- Consultation. At this time the Parties believe that the completion of remedial actions for all currently identified operable units should constitute final remedial action for this Site.

8.5 Upon request, EPA and UDOH agree to provide any Party with guidance or reasonable assistance in obtaining guidance relevant to the implementation of this Agreement.

9. TECHNICAL REVIEW COMMITTEE

The Parties shall participate in a Technical Review Committee composed of members from USAF, EPA, UDOH, local government, and a public representative. Where appropriate, the Parties will seek the views of the Committee on the technical actions to be taken pursuant to this Agreement. The Committee shall normally hold quarterly meetings unless the Parties agree to meet more or less frequently.

10. CONSULTATION: Review and Comment Process for Draft and Final Documents

10.1 Applicability: The provisions of this Section establish the procedures that shall be used by the Parties to provide each other with appropriate technical support, notice, review, comment, and response to comments regarding RI/FS and RD/RA documents, specified herein as either primary or secondary documents. In accordance with CERCLA Section 120, 42 U.S.C. Section 9620, and 10 U.S.C. Section 2705, USAF will normally be

responsible for issuing primary and secondary documents to EPA and UDOH. As of the effective date of this Agreement, all draft, draft final and final reports for any deliverable document identified herein shall be prepared, distributed and subject to dispute in accordance with Subsections 10.2 through 10.10 below. The designation of a document as "draft" or "final" is solely for purposes of consultation with EPA and UDOH in accordance with this Section. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final", to the public for review and comment as appropriate and required by law.

10.2 General Process for RI/FS and RD/RA documents

(a) Primary documents include those reports that are major, discrete, portions of RI/FS and/or RD/RA activities. Primary documents are initially issued by USAF in draft subject to review and comment by EPA and UDOH. Following receipt of comments on a particular draft primary document, USAF will respond to the comments received and issue a draft final primary document subject to dispute resolution. The draft final primary document will become the final primary document forty-five (45) days after the issuance of a draft final document if dispute resolution is not invoked or as modified by decision of the dispute resolution process.

(b) Secondary documents include those reports that are discrete portions of the primary documents and are typically input or feeder documents. Secondary documents are issued by USAF in draft subject to review and comment by EPA and UDOH. USAF will respond in writing to each of the comments received indicating whether and how USAF intends to address the comment in the corresponding primary document. The draft secondary document may be finalized in the context of the corresponding primary document.

(c) The following primary documents will also be submitted as part of a subsequent primary document:

Memorandum on Remedial Action Objectives (for each operable unit)

Sampling and Data Results (for each operable unit)

Baseline Risk Assessment (for each operable unit)

Memorandum on Detailed Analysis of Alternatives (for each operable unit)

Intermediate Design Stage Report- 60% Completion Stage (for each operable unit)

Dispute resolution for these documents shall be available only when the document is first issued in draft final form, except as provided in paragraph (d), which follows.

(d) Dispute resolution regarding a document listed in paragraph (c) above which is submitted as part of a subsequent primary document shall be available when the subsequent document is issued in draft final form, if the context in which the document listed in paragraph (c) is used within the subsequent document gives rise to issues not previously addressed in dispute resolution.

10.3 Primary Reports

(a) USAF shall complete and transmit draft reports of the following primary documents for each operable unit and for the final remedy to EPA and UDOH, for review and comment in accordance with the provisions of this Section:

Community Relations Plan (for all NPL Site activities)

Remedial Investigation Work Plan, including Data Quality Objectives (for each operable unit)

Sampling and Analysis Plan (SAP) (for each operable unit)

SAP Components: Quality Assurance Project Plan
Field Sampling Plan

Health and Safety Plan (for each operable unit)

Memorandum on Remedial Action Objectives (for each operable unit)

Sampling and Data Results (for each operable unit)

Baseline Risk Assessment (for each operable unit)

Remedial Investigation Report-Includes Risk Assessment and Ground Water Assessment (for each operable unit)

Memorandum on Detailed Analysis of Alternatives (for each operable unit)

Feasibility Study Report (for each operable unit)

Proposed Plan (for each operable unit)

Record of Decision (for each operable unit)

Remedial Design Work Plan (for each operable unit)

Remedial Action Work Plan (for each operable unit)

Intermediate Design Stage Report- 60% Completion Stage (for each operable unit).

Final Remedial Design Document- 100% Completion Stage (for each operable unit)

Construction Quality Assurance/Quality Control Plan (for each operable unit)

Contingency Plan (for each operable unit)

Project Closeout Report (for each operable unit)

(b) Except as provided in Subsection 10.2 above, only draft final reports for primary documents shall be subject to dispute resolution. USAF shall complete and transmit draft primary documents in accordance with the timetable and deadlines established in Attachment 3 and in Section 11- Deadlines.

10.4 Secondary Documents

(a) USAF shall complete and transmit draft reports of the following secondary documents to EPA and UDOH for review and comment:

Assembled Alternatives Screening Memorandum (for each operable unit)

Responsiveness Summary (for each operable unit)

Preliminary Remedial Design- 30% Completion stage (for each operable unit)

Prefinal Design Report- 95% Completion stage (for each operable unit)

(b) Although EPA and UDOH may comment on the draft reports for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Subsection 10.2 above. Target dates for the completion and transmission of draft secondary reports shall be established by Attachment 3 or pursuant to Section 11- Deadlines. The Project Managers also may agree upon additional secondary documents that are within the scope of the listed primary reports.

10.5 Meetings of the Project Managers. The Project Managers shall meet in Utah in person approximately every ninety (90) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site, including progress on the primary and secondary documents. Prior to preparing any draft report specified in Subsections 10.3 and 10.4 above, the Project Managers shall meet in an effort to

reach a common understanding on the contents of the draft report.

10.6 Identification and Determination of Potential ARARs

(a) For those primary reports or secondary documents for which ARAR determinations are appropriate, prior to the issuance of a draft report, the Project Managers shall meet to identify and propose, to the best of their ability, all potential ARARs pertinent to the report being addressed, including any permitting requirements which may be a source of ARARs. In a timely manner, UDOH shall identify potential State ARARs as required by CERCLA Section 121(d)(2)(A)(ii), 42 U.S.C. Section 9621(d)(2)(A)(ii), which are pertinent to those activities for which it is responsible and the report being addressed. Draft ARAR determinations shall be prepared by USAF in accordance with CERCLA Section 121(d)(2), 42 U.S.C. Section 9621(d)(2), the NCP and pertinent guidance issued by EPA.

(b) UDOH will contact those State and local governmental agencies which are a potential source of proposed ARARs. The proposed ARARs obtained will be submitted to USAF, along with a list of those agencies which failed to respond to UDOH's solicitation of proposed ARARs. USAF will contact those agencies which failed to respond and again solicit their input.

(c) In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a site-specific basis and that ARARs depend on the specific hazardous substances, pollutants and contaminants at the Site, the particular actions associated with a proposed remedy and the characteristics of the Site. The Parties recognize that ARAR determination is necessarily an iterative process and that potential ARARs must be identified and discussed among the Parties in a timely manner, and must be reexamined throughout the RI/FS process until a ROD is issued.

10.7 Review and Comment on Draft Reports

(a) USAF shall complete and transmit each draft primary report to EPA and UDOH on or before the corresponding deadline established for the issuance of the report. USAF shall complete and transmit the draft secondary documents in accordance with the target dates established for the issuance of such reports.

(b) Unless the Parties mutually agree to another time period, all draft reports shall be subject to a forty-five (45) day period for review and comment. Review of any document by EPA and UDOH may concern all aspects of the report (including completeness) and should include, but is not limited to, technical evaluation of any aspect of the document, and consistency with CERCLA, the NCP, applicable Utah law, and any

pertinent guidance or policy issued by EPA or UDOH. At the request of any Project Manager, and to expedite the review process, USAF shall make an oral presentation of the report to the Parties at the next scheduled meeting of the Project Managers following transmittal of the draft report. Comments by EPA and UDOH shall be provided with adequate specificity so that USAF may respond to the comment and, if necessary, make corrections to the draft report. Comments shall refer to any pertinent sources of authority or references upon which the comments are based and, upon request of USAF, EPA or UDOH, as appropriate, shall provide a copy of the cited authority or reference. EPA or UDOH may extend the forty-five (45) day comment period for an additional thirty (30) days by written notice to USAF prior to the expiration of the forty-five (45) day period. On or before the close of the comment period, EPA and UDOH shall transmit their written comments to USAF. In appropriate circumstances, this time period may be further extended in accordance with Section 12-Extensions.

(c) Representatives of USAF shall make themselves readily available to EPA and UDOH during the comment period for purposes of informally responding to questions and comments on draft reports. Oral comments made during such discussions need not be the subject of a written response by USAF.

(d) In commenting on a draft report which contains a proposed ARAR determination, EPA and UDOH shall include a reasoned statement of whether it objects to any portion of the proposed ARAR determination. To the extent that EPA or UDOH does object, it shall explain the basis for the objection in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARAR determination.

(e) Following the close of the comment period for a draft report, USAF will give full consideration to all written comments. Within fifteen (15) days following the close of the comment period on a draft secondary report or draft primary report, the Parties will meet to discuss all comments received. On a draft secondary report USAF shall transmit, within thirty (30) days of the close of the comment period, to the EPA and UDOH its written response to the comments received. On a draft primary report, USAF shall, within forty-five (45) days of the close of the comment period, transmit to EPA and UDOH a draft final primary report, which shall include USAF's response to all written comments received within the comment period. While the resulting draft final report shall be the responsibility of USAF, it shall be the product of consensus to the maximum extent possible.

(f) USAF may extend the forty-five (45) day period either for responding to comments on a draft report or for issuing the draft final primary report for an additional thirty

(30) days by providing written notice to EPA and UDOH. In appropriate circumstances, this time period may be further extended in accordance with Section 12- Extensions.

10.8 Dispute Resolution for Draft Final Primary Documents

(a) Dispute resolution shall be available to the Parties on draft final primary reports as set forth in the provisions of this Agreement on Dispute Resolution.

(b) When dispute resolution is invoked on a draft final primary report, work may be stopped in accordance with the procedures contained in Section 15- Dispute Resolution.

10.9 Finalization of Reports

The draft final primary report shall serve as the final primary report if no party invokes dispute resolution regarding the document or, if invoked, at completion of the dispute resolution process if USAF's position is sustained. If USAF's determination is not sustained in the dispute resolution process, USAF shall prepare, within not more than thirty-five (35) days, a revision of the draft final report which conforms to the results of dispute resolution. This period may be extended where appropriate in accordance with Section 12- Extensions. Final reports shall be incorporated into, and shall become fully enforceable parts of this Agreement

10.10 Subsequent Modification to Final Reports

Following the finalization of any primary report pursuant to Subsection 10.9 above, any Party may seek to modify the report including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in paragraphs (a) and (b).

(a) Any Party may seek to modify a report after finalization if it determines, based on new information (i.e., information that becomes available, or conditions that become known, after the report was finalized) that the requested modification is necessary. Any Party may seek such a modification by submitting a concise written request to the Project Managers of the other Parties. The request shall specify the nature of the requested modification and how the request is based on new information.

(b) In the event that a consensus is not reached by the Project Managers on the need for a modification, any Party may invoke dispute resolution to determine if such modification shall be allowed. Modification of a report shall be required only upon a showing that:

(1) The modification is based on significant new information; and

(2) It could be of significant assistance in evaluating the impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

(c) Nothing in this Section shall alter EPA's or UDOH's ability to request additional work which was not within the scope of this Agreement. USAF's obligation to perform such work must be established by either a modification of a report or document or by amendments to this Agreement.

10.11 EPA and UDOH agree to consult with each other before making determinations under this Agreement. This consultation shall include, but not be limited to: reviewing the other Party's comments and recommendations; advising the other Party of proposed determinations; if requested, giving in writing reasons for disagreeing with any comments or recommendations by the other Party; and, if requested, meeting with the other Party to resolve differences before announcing a determination.

11. DEADLINES

11.1 The deadlines for primary documents, and target dates for secondary documents agreed upon before the effective date of this Agreement are set forth in Attachment 3 of this Agreement.

11.2 Within twenty-one (21) days of issuance of the Record of Decision for each operable unit, USAF shall propose deadlines for completion of the following draft primary documents:

- (a) Remedial Design/Remedial Action Work Plan (one or two documents)
- (b) Intermediate Design Stage Report- 60% Completion Stage
- (c) Final Remedial Design Document
- (d) Construction Quality Assurance/ Quality Control Plan
- (e) Contingency Plan
- (f) Project Closeout Report

Within fifteen (15) days of receipt, EPA and UDOH shall review and provide comments to USAF regarding the proposed deadlines. Within fifteen (15) days following receipt of the comments USAF shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary and finalize the proposed deadlines. All agreed-upon deadlines shall be incorporated into the appropriate work plans. If the Parties fail to agree within thirty (30) days on the proposed deadlines, the matter shall immediately be submitted for dispute resolution pursuant to

Section 15- Dispute Resolution. The final deadlines established pursuant to this Subsection shall be published by EPA, in conjunction with UDOH, and shall become an enforceable part of this Agreement.

11.3 Within twenty-one (21) days of issuance of the Record of Decision for each operable unit, USAF shall propose target dates for the submittal of the following draft secondary documents:

- (a) Preliminary Remedial Design- 30% Completion stage
- (b) Prefinal Design Report- 95% Completion stage

Within fifteen (15) days of receipt, EPA and UDOH shall review and provide comments to USAF regarding the proposed target dates. Within fifteen (15) days after receipt of the comments, as appropriate, USAF shall revise and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed target dates. All agreed-upon target dates shall be incorporated into the appropriate work plans.

11.4 For any operable unit not identified as of the effective date of this Agreement, USAF shall propose deadlines for all documents listed in Subsection 10.3 and target dates for those in 10.4 within twenty-one (21) days of agreement on the proposed operable unit by the Parties. These deadlines shall be proposed, finalized and published using the same procedures set forth in 11.2, above and target dates established as provided in 11.3 above.

11.5 The deadlines set forth in this Section, or to be established as set forth in this Section, may be extended pursuant to Section 12- Extensions. The Parties recognize that one possible basis for extension of the deadlines for completion of the RI/FS Reports is the identification of significant new Site conditions during the performance of the RI.

12. EXTENSIONS

12.1 Timetables, deadlines and schedules shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by a Party shall be submitted to the other Parties in writing and shall specify:

- (a) The timetable, deadline or schedule that is sought to be extended;
- (b) The length of the extension sought;
- (c) The good cause(s) for the extension; and

(d) The extent to which any related timetable and deadline or schedule would be affected if the extension were granted.

12.2 Good cause exists for an extension when sought in regard to:

(a) An event of Force Majeure;

(b) A delay caused by another Party's failure to meet any requirement of this Agreement;

(c) A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;

(d) A delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule;

(e) Any work stoppage within the scope of Section 14-Emergencies and Removals, provided neither the emergency nor the delay arises due to the fault or negligence of the party seeking the extension; or

(f) Any other event or series of events mutually agreed to by the Parties as constituting good cause.

12.3 Absent agreement of the Parties with respect to the existence of good cause, a Party may seek and obtain a determination through the dispute resolution process that good cause exists.

12.4 Within seven (7) days of receipt of a request for an extension of a timetable, deadline or schedule, each receiving Party shall advise the requesting Party in writing of the receiving Party's position on the request. Any failure by a receiving Party to respond within the 7-day period shall be deemed to constitute concurrence with the request for extension. If a receiving Party does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

12.5 If there is consensus among the Parties that the requested extension is warranted, USAF shall extend the affected timetable and deadline or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with a determination resulting from the dispute resolution process.

12.6 Within seven (7) days of receipt of a statement of nonconcurrence with the requested extension, the requesting Party

may invoke dispute resolution.

12.7 A timely and good faith request by USAF for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated penalties may be assessed and may accrue from the date of the original timetable, deadline or schedule. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

13. FORCE MAJEURE

A Force Majeure shall mean any event arising from causes beyond the control of a Party requesting an extension under Section 12 that causes a delay in or prevents the performance of any obligation under this Agreement, provided that neither the event nor the delay could have been prevented or overcome by the Party's due diligence. Force Majeure events shall include, but not be limited to: acts of God; fire; war; insurrection; civil disturbance; explosion; breakage or accident to machinery, equipment or lines of pipe; adverse weather conditions; unusual delay in transportation; inability to obtain any necessary authorizations, approvals, permits, or licenses due to action or inaction of any Governmental agency or authority other than the Parties; inability to obtain, at reasonable cost, any necessary authorizations, approvals, permits or licenses due to action or inaction by any local government agency or authority; abnormal delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, provided that the events arise from causes beyond the control of the Party, and that neither the event nor the delay could have been prevented or overcome by the Party's due diligence. A Force Majeure shall also include any strike or other labor dispute, whether or not within the control of the Party affected thereby provided that neither the event nor the delay could have been prevented or overcome by the Party's due diligence. A Force Majeure shall not include increased costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated.

14. EMERGENCIES AND REMOVALS

14.1 Discovery and Notification

If any Party discovers or becomes aware of an emergency at or near the Site, which is related to or may affect the work performed under this Agreement, that Party shall immediately

orally notify all other Parties. If the emergency arises from activities conducted pursuant to this Agreement, USAF shall then take immediate action to notify the appropriate State and local agencies and affected members of the public.

14.2 Work Stoppage

In the event any Party determines that activities conducted pursuant to this Agreement will cause or otherwise be threatened by a situation described in Subsection 14.1, the Party may propose the termination of such activities. If the Parties mutually agree, the activities shall be stopped for such period of time as required to abate the danger. In the absence of mutual agreement, the activities shall be stopped in accordance with the proposal, and the matter shall be immediately referred to the EPA Hazardous Waste Management Division Director for a work stoppage determination in accordance with Subsection 15.9.

14.3 Removal Actions

(a) The provisions of this Section shall apply to all removal actions as defined in CERCLA Section 101(23), 42 U.S.C. 9601(23).

(b) Any removal actions conducted at the Site shall be conducted in a manner consistent with this Agreement, CERCLA, the NCP and Executive Order 12580.

(c) Nothing in this Agreement shall alter USAF's authority with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. Section 9604.

(d) Nothing in this Agreement shall alter any authority the State or EPA may have with respect to removal actions at the Site.

(e) All reviews conducted by EPA and UDOH pursuant to 10 U.S.C. Section 2705(b)(2) will be expedited to the maximum extent practicable.

14.4 Notice and Opportunity to Comment

(a) USAF shall provide the other Parties with timely notice and the opportunity to review and comment upon any proposed removal action for the Site, in accordance with 10 U.S.C. Section 2705(a) and (b). USAF agrees to provide the information described below.

(b) For emergency removal actions, USAF shall provide EPA and UDOH with notice in accordance with Subsection 14.1. Such notification shall, except in the case of extreme emergencies, include adequate information concerning the Site

background, threat to the public health and welfare or the environment (including the need for response), proposed actions and costs, comparison of possible alternatives, means of transportation of any hazardous substances offsite, and proposed manner of disposal, expected change in the situation should no action be taken or should action be delayed (including associated environmental impacts), any important policy issues and recommendations of the USAF Project Manager. Within thirty (30) days of completion of the emergency removal action, USAF will furnish EPA and UDOH with an Action Memorandum addressing the information provided in the notification, and any other information required pursuant to CERCLA and the NCP, and in accordance with pertinent EPA guidance for such actions.

(c) For other removal actions (both time critical and non-time critical), USAF will provide EPA and UDOH with any information required by CERCLA and the NCP, and in accordance with pertinent EPA guidance, such as the Action Memorandum, the Engineering Evaluation/Cost Analysis (in the case of non-time-critical removals) and, to the extent it is not otherwise included, all information required to be provided in accordance with paragraph (b) of this Subsection. Such information shall be furnished at least thirty (30) days before the response action is to begin.

(d) All activities related to ongoing removal actions shall be reported by USAF in the progress reports as described in Section 19- Project Managers.

(e) In conducting any removal action at the site, USAF will follow all community involvement requirements for such removal actions as required in CERCLA, the NCP, and appropriate EPA guidance.

14.5 Any dispute among the Parties as to whether a proposed non-emergency removal action (time critical or non-time critical), as defined by the NCP and this Agreement, is properly considered a removal action, or as to the consistency of such a removal action with any final remedial action, or whether such proposed removal action should be considered a remedial action, shall be subject to Section 15- Dispute Resolution. Such dispute may be brought directly to the Dispute Resolution Committee (DRC) or the Senior Executive Committee (SEC) at any Party's request.

14.6 Good cause exists for an extension under Section 12- Extensions, when sought in regard to any work stoppage within the scope of this Section, provided neither the emergency nor the delay arises due to the fault or negligence of the party seeking the extension.

15. DISPUTE RESOLUTION

15.1 Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. Any party may invoke this dispute resolution procedure. All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Section shall be implemented to resolve a dispute.

15.2 Within forty-five (45) days after: (a) the issuance of a draft final primary document pursuant to Section 10-Consultation, or (b) any action or refusal to take action which leads to or generates a dispute, the disputing Party shall submit to the Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute and the information the disputing Party is relying upon to support its position.

15.3 Prior to any Party's issuance of a written statement of a dispute to the Dispute Resolution Committee, the Project Managers shall meet to attempt to resolve the dispute. If the Project Managers are unable to resolve such dispute within fourteen (14) days, the Project Managers shall jointly draft a written statement describing the issues underlying the dispute and attempts to resolve the dispute, and shall provide this statement along with the disputing Party's written statement of dispute to the Dispute Resolution Committee. The Dispute Resolution Committee will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution.

15.4 The DRC will serve as a forum for resolution of dispute for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level Senior Executive Service (SES) or equivalent or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement. The EPA representative on the DRC is the Hazardous Waste Management Division Director of EPA's Region 8. USAF's designated member is the Vice Commander of the Ogden Air Logistics Center. The UDOH representative is the Director, Bureau of Environmental Response and Remediation or other delegated State official. Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures in Section 36- Notice to the Parties.

15.5 Following elevation of a dispute to the DRC, the DRC

shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision signed by all Parties. If the DRC is unable to unanimously resolve the dispute within this twenty-one (21) day period, the written statement of dispute shall be forwarded to the Senior Executive Committee (SEC) for resolution within seven (7) days after the close of the twenty-one (21) day resolution period.

15.6 The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The EPA representative on the SEC is the Regional Administrator of EPA Region 8. The USAF representative on the SEC is the Chief of Staff of the Air Force Logistics Command. The UDOH representative on the SEC is the Director, Division of Environmental Health. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a written decision signed by all Parties. If unanimous resolution of the dispute is not reached within twenty-one (21) days of elevation to the SEC, EPA's Regional Administrator shall issue a written position on the dispute. USAF or UDOH may, within fourteen (14) days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of EPA for resolution in accordance with all applicable laws and procedures. In the event USAF or UDOH elects not to elevate the dispute to the Administrator within the designated fourteen (14) day escalation period, USAF and UDOH shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.

15.7 Upon escalation of a dispute to the Administrator of EPA pursuant to Subsection 15.6 above, the Administrator will review and resolve the dispute within twenty-one (21) days. Upon request, and prior to resolving the dispute, the EPA Administrator shall meet and confer with the USAF Secretariat's Representative and the UDOH Director or his designee to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide USAF and UDOH with a written final decision setting forth resolution of the dispute. The duties of the Administrator set forth in this Section shall not be delegated.

15.8 The pendency of any dispute under this Section shall not affect any Party's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work affected by such dispute shall be extended for a period of time usually not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by the dispute shall continue and be completed in accordance with the applicable timetable, deadline or schedule.

15.9 When dispute resolution is in progress, work affected

by the dispute will immediately be discontinued if the Hazardous Waste Management Division (HWMD) Director for EPA Region 8 requests, in writing, that work related to the dispute be stopped because, in EPA's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. The UDOH may request the EPA HWMD Director to order work stopped for the reasons set forth above. To the extent possible, the Party seeking work stoppage shall consult with the other Parties prior to initiating a work stoppage request. After work stoppage, if a Party believes that the work stoppage is inappropriate or may have potential significant adverse impacts, the Party may meet with the other Parties to discuss the work stoppage. Following this meeting, and further considerations of this issue the EPA (HWMD) Director will issue, in writing, a final decision with respect to the work stoppage. This final decision may immediately be subject to formal dispute resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of the Party requesting dispute resolution.

15.10 Within thirty-five (35) days of resolution of a dispute pursuant to the procedures specified in this Section, USAF shall incorporate the resolution and final determination into the appropriate document, plan, schedule or procedures and proceed to implement this Agreement according to the amended document, plan, schedule or procedures.

15.11 Resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. All Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of this Agreement.

16. ENFORCEABILITY

16.1 The Parties agree that:

(a) Upon the effective date of this Agreement, any standard, regulation, condition, requirement or order which has become effective under CERCLA and is incorporated into this Agreement is enforceable by any person pursuant to CERCLA Section 310, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under CERCLA Sections 310(c) and 109;

(b) All timetables or deadlines (not including target dates) associated with RIs and FSs shall be enforceable by any person pursuant to CERCLA Section 310, and any violation of such timetables or deadlines will be subject to civil penalties under CERCLA Sections 310(c) and 109;

(c) All terms and conditions of this Agreement which relate to remedial actions, including corresponding timetables, deadlines or schedules (not including target dates), and all work associated with remedial actions, shall be enforceable by any person pursuant to CERCLA Section 310(c), and any violation of such terms or conditions will be subject to civil penalties under CERCLA Sections 310(c) and 109; and

(d) Any final resolution of a dispute pursuant to Section 15- Dispute Resolution of this Agreement which establishes a term, condition, timetable, deadline or schedule (not including target dates) shall be enforceable by any person pursuant to CERCLA Section 310(c), and any violation of such term, condition, timetable, deadline or schedule will be subject to civil penalties under CERCLA Sections 310(c) and 109.

16.2 Nothing in this Agreement shall be construed as a restriction or waiver of any rights the EPA or the State may have under CERCLA, including but not limited to any rights under Sections 113 and 310, 42 U.S.C. Section 9613 and 9659. USAF does not waive any rights it may have, including but not limited to, CERCLA Section 120, SARA Section 211 and Executive Order 12580.

16.3 Upon issuance or modification of a hazardous waste permit by UDOH to incorporate this Agreement, all terms and conditions of this Agreement become enforceable by UDOH as terms and conditions of that permit, except as otherwise provided by this Agreement.

16.4 Consistent with this Agreement, UDOH agrees to exhaust fully the remedies provided in Section 10- Consultation, and Section 15- Dispute Resolution, prior to taking any other enforcement action it may have the authority to exercise relative to the NPL site.

16.5 The Parties agree to exhaust their rights under Section 15- Dispute Resolution, prior to exercising any rights to judicial review that they may have.

16.6 The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

16.7 Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or work where review is barred by any provision of CERCLA including CERCLA Section 113(h).

17. STIPULATED PENALTIES

17.1 In the event USAF fails to submit a primary document listed in Section 10- Consultation with EPA and UDOH, pursuant to

the appropriate timetable or deadline in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement which relates to a remedial action, EPA, after consultation with UDOH, may assess a stipulated penalty against USAF. A stipulated penalty may be assessed in an amount not to exceed \$2,500 for the first day and \$416.67 for each day thereafter for the first week and \$5,000 for the 8th day and \$833.34 for each additional day thereafter for which a failure set forth in this Subsection occurs.

17.2 Upon determining that USAF has failed in a manner set forth in Subsection 16.1, EPA shall so notify USAF in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, USAF shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. USAF shall not be liable for the stipulated penalty assessed by EPA if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

17.3 The annual reports required by CERCLA Section 120(e)(5), 42 U.S.C. Section 9620(e)(5), shall include, with respect to each final assessment of a stipulated penalty against USAF under this Agreement, each of the following:

- (a) The Federal facility responsible for the failure;
- (b) A statement of the facts and circumstances giving rise to the failure;
- (c) A statement of any administrative or other corrective action taken at the relevant Federal facility, or a statement of why such measures were determined to be inappropriate;
- (d) A statement of any additional action taken by or at the Federal facility to prevent recurrence of the same type of failure; and
- (e) The total dollar amount of the stipulated penalty assessed for the particular failure.

17.4 Stipulated penalties assessed pursuant to this Section shall be payable to the Hazardous Substances Response Trust Fund only in the manner and to the extent expressly provided for in acts authorizing funds for, and appropriations to, the DoD.

17.5 In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in CERCLA

Section 109, 42 U.S.C. Section 9609.

17.6 This Section shall not affect USAF's ability to obtain an extension of a timetable, deadline or schedule pursuant to Section 12- Extensions.

17.7 Nothing in this Agreement shall be construed to render any officer or employee of USAF personally liable for the payment of any stipulated penalty assessed pursuant to this Agreement.

18. FUNDING

18.1 It is the expectation of the Parties to this Agreement that all obligations of USAF arising under this Agreement will be fully funded. USAF agrees to seek sufficient funding through the DoD budgetary process to fulfill its obligations including payment of stipulated penalties, if necessary, under this Agreement.

18.2 In accordance with CERCLA Section 120 (e)(5)(B), 42 U.S.C. Section 9620 (e)(5)(B), USAF shall include, in its submission to the Department of Defense's Annual Report to Congress, the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

18.3 Any requirement for the payment or obligation of funds, including stipulated penalties, by USAF established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

18.4 If appropriated funds are not available to fulfill USAF's obligations under this Agreement, EPA and UDOH reserve the right to initiate an action against any person, or to take any response action, which would be appropriate absent this Agreement.

18.5 Funds authorized and appropriated annually by Congress under the "Environmental Restoration, Defense" appropriation in the Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretary of Defense for Environment to USAF will be the source of funds for activities required by this Agreement consistent with Section 211 of CERCLA, 10 U.S.C. Chapter 160. However, should the Environmental Restoration, Defense appropriation be inadequate in any year to meet the total USAF CERCLA implementation requirements, the DoD shall employ and USAF shall follow a standardized DoD prioritization process which

allocates that year's appropriations in a manner which maximizes the protection of human health and the environment. A standardized DoD prioritization model shall be developed and utilized with the assistance of EPA and the states.

18.6 If USAF shall have made timely request for funds pursuant to 18.5 above, and insufficient appropriated funds are made available, the resultant delay will be treated as a Force Majeure.

19. PROJECT MANAGERS

19.1 On or before the effective date of this Agreement, EPA, USAF, and UDOH shall each designate a Project Manager and an alternate (each hereinafter referred to as Project Manager), for the purpose of overseeing the implementation of this Agreement. The Project Managers shall be responsible on a daily basis for assuring proper implementation of the RI/FS and the RD/RA in accordance with the terms of the Agreement. In addition to the formal notice provisions set forth in Section 36- Notice to the Parties, to the maximum extent possible, communications among USAF, EPA, and UDOH on all documents, including reports, comments, and other correspondence concerning the activities performed pursuant to this Agreement, shall be directed through the Project Managers.

19.2 USAF, EPA, and UDOH may change their respective Project Managers. The other Parties shall be notified in writing within five days of the change.

19.3 The Project Managers shall meet in the State of Utah to discuss progress as described in Subsection 10.5. Although USAF has ultimate responsibility for meeting its respective deadlines or schedule, the Project Managers shall assist in this effort by consolidating the review of primary and secondary documents whenever possible, and by scheduling progress meetings to review reports, evaluate the performance of environmental monitoring at the Site, review RI/FS or RD/RA progress, discuss target dates for elements of the RI/FS to be conducted in the following one hundred and eighty (180) days, resolve disputes, and propose adjustments of deadlines or schedules. At least one week prior to each scheduled progress meeting, USAF will provide to the other Parties a draft agenda and summary of the status of the work subject to this Agreement. The minutes of each progress meeting, with the meeting agenda and all documents discussed during the meeting (which were not previously provided) as attachments, shall constitute a progress report, which will be sent to all Project Managers within 10 business days after the meeting ends. If an extended period occurs between Project Manager progress meetings, the Project Managers may agree that USAF shall prepare an interim progress report and provide it to the other Parties. Such reports shall be provided every two

months. The report shall include the information that would normally be discussed in a progress meeting of the Project Managers. Other meetings shall be held more frequently upon request by any Project Manager.

19.4 The authority of the Project Managers shall include, but is not limited to:

(a) Taking samples and ensuring that sampling and other field work is performed in accordance with the terms of any final Work Plan and Quality Assurance Project Plan (QAPP);

(b) Observing, and taking photographs and making such other reports on the progress of the work as the Project Managers deem appropriate, subject to the limitations set forth in Section 24- Access to Federal Facility, hereof;

(c) Reviewing records, files and documents relevant to the work performed;

(d) Determining the form and specific content of the Project Manager meetings and of progress reports based on such meetings; and

(e) Recommending and requesting minor field modifications to the work to be performed pursuant to a final Work Plan, or in techniques, procedures, or design utilized in carrying out such Work Plan.

19.5 The USAF Project Manager, the UDOH Project Manager, or the EPA Project Manager may also recommend and request field modifications to the work to be performed pursuant to this Agreement, or in techniques, procedures, or designs utilized in carrying out this Agreement, which are necessary to the completion of the project. Any major modification must be approved in advance by all Parties in writing. The USAF Project Manager shall have the authority to order a cessation of work in circumstances in which, in his or her professional judgment, a threat to the public health or the environment would occur if such work were to continue. In the event an order to halt work is given, the USAF Project Manager shall notify the EPA Project Manager and the UDOH Project Manager verbally within one (1) working day of the order, and in writing within five (5) business days, and provide reasons therefor. If agreement cannot be reached on any proposed additional work or modification of work necessitated by such work stoppage, dispute resolution as set forth in Section 15- Dispute Resolution, may be used in addition to this Section.

19.6 The USAF Project Manager will make a contemporaneous record of minor field modifications in a written log, and a copy of the log entry will be provided to the Parties as part of the

next progress report.

19.7 The Project Manager for USAF shall be responsible for day-to-day field activities at the Site and, consistent with other provisions of this Agreement, shall exercise the authority established in the NCP for the lead agency remedial project manager and on-scene coordinator. The USAF Project Manager or other designated employee of Hill AFB shall be present at the Site or reasonably available to supervise work during all hours of work performed at the Site pursuant to this Agreement. For all times that such work is being performed, the USAF Project Manager shall inform the command post at Hill AFB of the name and telephone number of the designated employee responsible for supervising the work.

19.8 The Project Managers shall be reasonably available to consult on work performed pursuant to this Agreement and shall make themselves available to each other during the pendency of this Agreement. The absence of the EPA, UDOH, or USAF Project Managers from the facility shall not be cause for work stoppage of activities taken under this Agreement.

20. PERMITS

20.1 USAF shall notify EPA and UDOH in writing of any permits required for off-site activities as soon as it becomes aware of the requirement. Upon request, USAF shall provide EPA and UDOH copies of all such permit applications, notices of disposition and other documents related to the permit process.

20.2 As noted at Section 5.3 of this Agreement, a permit has been issued to the USAF for ongoing hazardous waste management activities at the Site. After USAF has identified its preferred remedial action(s) for the Site, USAF and UDOH shall coordinate regarding how to modify the permit to incorporate the remedial action(s) into the permit, and the permit will be modified as provided by Utah law. Any comment period for the requested modification shall, to the maximum extent possible, run concurrently with the comment period discussed in Subsection 25.1 of Section 25- Public Participation and Community Relations. Copies of all comments received by each party shall be provided to the other parties.

20.3 If a permit which is necessary for the implementation of this Agreement is not issued, or is issued or renewed in a manner which is materially inconsistent with the requirements of this Agreement, USAF agrees that it shall notify UDOH and EPA of its intention to propose modifications to this Agreement to obtain conformance with the permit (or lack thereof). Notification by USAF to propose modifications shall be submitted within seven (7) calendar days of receipt by USAF that: (1) a permit will not be issued; (2) a permit had been issued or

reissued; or (3) a final determination with respect to any appeal related to the issuance of a permit has been entered. Within thirty (30) days from the date it submits its notice of intention to propose modification, USAF shall submit to UDOH and EPA its proposed modifications to this Agreement with an explanation of its reasons in support thereof.

20.4 During an appeal of any permit or order which is not issued, or is issued or renewed in a manner which is materially inconsistent with the requirements of this Agreement, or during review of any of USAF's proposed modifications as provided in Subsection 20.3 of this Section, USAF shall continue to implement those portions of this Agreement which can be implemented pending final resolution of the permit issue(s).

21. QUALITY ASSURANCE

21.1 In order to provide quality assurance and maintain quality control regarding all field work and sample collection performed pursuant to this Agreement, USAF agrees to designate a Quality Assurance Officer (QAO) who will ensure that all work is performed in accordance with approved Work Plans, sampling plans and QAPPs. The QAO shall maintain a record of quality assurance field activities and provide a copy to the Parties upon request.

21.2 To ensure compliance with the QAPP, USAF shall arrange for access, upon request by EPA or UDOH, to all laboratories performing analysis on behalf of USAF pursuant to this Agreement.

22. SAMPLING AND DATA/DOCUMENT AVAILABILITY

22.1 Each Party shall make available to the other Parties the results of sampling, tests, or other data or documents generated through the implementation of this Agreement. Except as provided in CERCLA Section 120(j), all quality assured data shall be supplied within sixty (60) days of completion of sampling. No claim of confidentiality or privilege shall be made for analytical data or data validation packages that have been validated to the QAPP. If the quality assurance procedure is not completed within sixty (60) days, raw data or results shall be submitted to the other Parties within the sixty (60) day period and quality assured data or results shall be submitted as soon as they become available.

22.2 The sampling Party's Project Manager shall notify the other Parties' Project Managers at least fourteen (14) days prior to conducting routine environmental sampling. If it is not possible to provide 14 days prior notification, the sampling Party's Project Manager shall notify the other Project Managers as soon as possible after becoming aware that samples will be collected. The Parties shall allow any other Party to observe field work and to take split or duplicate samples. The Parties

do not anticipate that duplicate samples will exceed 15% of all samples collected pursuant to this Agreement.

23. RECORD PRESERVATION

Each Party to this Agreement shall preserve, for a minimum of ten (10) years after termination of this Agreement, all records and documents in its possession or control which relate to actions taken pursuant to this Agreement. After this ten (10) year period, each Party shall notify the other Parties at least forty-five (45) days prior to proposed destruction or disposal of any such documents or records. Upon the request of any Party, the requested Party shall make available such records or copies of any such records unless withholding is authorized and appropriate by law.

24. ACCESS TO FEDERAL FACILITY

24.1 Without limitations on any authority conferred on EPA or UDOH by statute or regulation, EPA, UDOH and/or their authorized representatives, shall be allowed to enter Hill AFB at reasonable times for purposes consistent with the provisions of the Agreement, by providing reasonable advance notification to the USAF Project Manager, for the purposes of, among other things:

(a) Inspecting and copying records, operating logs, contracts, files, photographs, sampling and monitoring data, and other documents relevant to implementation of this Agreement;

(b) Reviewing the progress of USAF, its response-action contractors or lessees in implementing this Agreement;

(c) Conducting such tests as the EPA, UDOH, or the Project Managers deem necessary; and

(d) Verifying the data submitted to EPA and UDOH by USAF.

USAF shall honor all reasonable requests for such access by EPA and UDOH conditioned only upon presentation of proper credentials and access shall not be denied. Such access shall be obtained in conformance with statutory and regulatory requirements, including without limitation, USAF security regulations (however, this provision shall not be read to indicate what law prevails in the event there is a conflict between EPA and/or UDOH access authorities and USAF security requirements). UDOH and EPA shall not have an affirmative obligation under this provision to determine USAF security requirements; that information shall be provided by USAF, and may be provided only as it becomes pertinent.

24.2 The Parties agree that from time to time EPA and UDOH may conduct unannounced inspections. In such instances, a telephone call from the gate at Hill AFB will be deemed reasonable advance notification for purposes of this Section.

24.3 With respect to work which USAF is currently conducting or may conduct on property pursuant to access agreements with the landowner, USAF shall use its best efforts to the maximum extent of its authority, including CERCLA Section 104(e), to obtain agreement from the landowner allowing for access by EPA and UDOH. The access agreements shall also provide that no conveyance of title, easement, or other interest in the property shall be consummated without the continued right of entry, and shall provide that the owners of any property where such response actions are conducted shall notify EPA, UDOH, and USAF by certified mail, at least thirty (30) days prior to any conveyance, of the property owner's intent to convey any interest in the property and of the provisions made for the continued access to such property.

24.4 In the event that Site access cannot be obtained as described in Subsection 24.3 above, USAF shall notify EPA and UDOH regarding the lack of, and efforts to obtain, such access. USAF may submit a request for appropriate modification(s) to the work to be performed because of such inability to obtain access. In the event that the Parties cannot agree upon such modification(s), Dispute Resolution may be invoked.

24.5 USAF may request the assistance of EPA and UDOH where access problems persist and, where appropriate, USAF agrees to take action to obtain compliance pursuant to CERCLA Section 104(e)(5). It will seek such approval for all Parties to this Agreement where practicable.

24.6 All Parties shall exercise access to the Site in compliance with all approved health and safety plans where applicable to such access.

24.7 Except as specifically stated, nothing in this Section is intended to restrict EPA's or UDOH's right of access under applicable law.

25. PUBLIC PARTICIPATION AND COMMUNITY INVOLVEMENT

25.1 The Parties agree that any proposed response action at the Site arising out of this Agreement shall comply with the administrative record and public participation requirements of CERCLA Sections 113(k) and 117, 42 U.S.C. Section 9313(k) and 9617, relevant community relations provisions in the NCP, national and regional EPA policy and guidance (including, but not limited to EPA OSWER Directive 9203.0-3B, Community Relations in Superfund: A Handbook, dated June 1988, and any modifications

thereto), and, to the extent they may apply, State statutes and regulations. UDOH agrees to inform USAF and EPA of all State requirements which it believes pertain to public participation. The Parties agree that community involvement shall be conducted in consultation with EPA and UDOH. The provisions of this Section shall be carried out in a manner consistent with, and shall fulfill the intent of, Section 5- Statutory Compliance-RCRA/CERCLA Integration.

25.2 USAF shall, based on community interviews, develop and implement a Community Relations Plan (CRP) addressing community concerns and involvement in environmental activities and elements of work undertaken by USAF pursuant to this Agreement. Development and implementation of the CRP shall be done consistent with Section 10- Consultation, of this Agreement, and OSWER Directive 9230.0-3B. All information materials produced in the implementation of the CRP are subject to review and comment by EPA and UDOH, where applicable.

25.3 The Parties acknowledge that USAF has established an administrative record in accordance with Section 113(k) of CERCLA, as amended. A copy of the administrative record is currently kept at the Davis County Public Library in Layton, Utah. This copy is for public review. A master copy of the administrative record is also kept at the Environmental Management Directorate at Hill Air Force Base. USAF shall maintain the administrative record in accordance with relevant provisions in CERCLA, the NCP, and EPA guidance. EPA and UDOH may furnish documents to USAF for inclusion in the Administrative Record to ensure that the Administrative Record contains all documents that form the basis for the selection of the response action. A copy of each document placed in the administrative record, not already provided, will be provided by USAF to the other Parties. The administrative record developed by USAF shall be updated and new documents supplied to the other Parties on at least a quarterly basis. An index of documents in the administrative record will accompany each update of the administrative record. Public access to the administrative record shall be available through at least one administrative record repository. This administrative record repository shall be physically accessible to the public and, at a minimum, be open during normal business hours. Access to the repository shall not be dependent on the presence or absence of USAF personnel. An alternate location for the administrative record repository shall be determined, by mutual agreement of the Parties, in the event that conditions at the repository prevent physical access or access during normal business hours.

25.4 Except in case of an emergency, any Party issuing a press release or initiating a media contact for the purposes of providing significant information to the media with reference to any of the work required by this Agreement shall advise the other

Parties of such press release or media contact and the contents thereof, at least two (2) business days prior to issuance. Other documents prepared by USAF pursuant to the Community Relations Plan (and which are not primary or secondary documents pursuant to this Agreement), or documents prepared by EPA or UDOH for community involvement purposes related to the site, will be submitted to the other Parties for review and comment at least seven working days prior to finalization and release.

26. FIVE YEAR REVIEW

26.1 Consistent with 42 U.S.C. Section 9621(c) and in accordance with this Agreement, if the selected remedial action results in any hazardous substances, pollutants or contaminants remaining at the Site, the Parties shall review the remedial action program at least every five (5) years after the initiation of the final remedial action to assure that human health and the environment are being protected by the remedial action being implemented.

26.2 To synchronize the five-year reviews for all operable units, the following procedure will be used: Review of operable units will be conducted every five years counting from the initiation of construction of remedial action for the first operable unit. Review of the final remedial action for all operable units shall be conducted every five years thereafter.

27. AMENDMENT OR MODIFICATION OF AGREEMENT

This Agreement can be amended by unanimous agreement among EPA, UDOH, and USAF. Such amendments shall be in writing and shall have as their effective date the date on which they are signed by all Parties, unless otherwise agreed.

28. TERMINATION AND SATISFACTION

28.1 The provisions of this Agreement shall be deemed satisfied and terminated upon receipt by USAF of written notice from EPA and UDOH, that USAF has demonstrated to the satisfaction of EPA and UDOH that all the terms of this Agreement have been completed. If EPA denies or otherwise fails to grant a termination notice within 90 days of receiving a written USAF request for such notice, EPA shall provide a written statement of the basis for its denial and describe USAF actions which, in the view of EPA, would be a satisfactory basis for granting a notice of completion. Such denial shall be subject to dispute resolution. If the State denies or otherwise fails to grant a termination notice within 90 days of receiving a written USAF request for such notice, the State shall provide a written statement of the basis for its denial and describe USAF actions which, in the view of the State, would be a satisfactory basis for granting a notice of completion. Such denial shall not be

subject to dispute resolution.

28.2 This provision shall not affect the requirements for periodic review at maximum five-year intervals of the efficacy of the remedial actions.

29. RESERVATION OF RIGHTS

29.1 By entering into this Agreement, and notwithstanding any other Section of this Agreement, UDOH does not waive any right, authority, or claim it may have under law, but expressly reserves all of the rights, authorities and claims it may have thereunder, except that UDOH expressly agrees to exhaust any applicable remedies as provided under Section 10- Consultation, and Section 15- Dispute Resolution, as provided in Section 16- Enforceability, prior to exercising any such rights. UDOH also agrees to exercise any such rights within a reasonable period of time.

29.2 Specifically, and without limitation, UDOH reserves any rights and any authority it may have to require corrective action in accordance with the Utah Solid and Hazardous Waste Act, 26-14 Utah Code Annotated, its rights and authorities under Section 16- Enforceability, and any claim for natural resource damage assessments for damages to natural resources.

29.3 Unless expressly waived by law, Utah does not waive its Sovereign Immunity by entering into this Agreement.

29.4 This reservation shall not apply with respect to claims for costs reimbursed by USAF pursuant to Section 32- Reimbursement of UDOH Costs.

29.5 Nothing in this Agreement, including execution hereof, shall be deemed to constitute an authorization by the President pursuant to Section 122(e)(6) of CERCLA, 42 U.S.C. Section 9622(e)(6), and the Parties explicitly reserve all rights and authorities they may have pursuant to Section 122(e)(6) of CERCLA, 42 U.S.C. Section 9622(e)(6).

29.6 This Agreement shall not be construed to restrict EPA or UDOH from taking any appropriate action under pertinent statute, law, regulation, or other authority relative to matters which are not within the scope of this Agreement.

30. OTHER CLAIMS

Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action or demand in law or equity by or against any person, firm, partnership or corporation not a signatory to this Agreement 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, hazardous waste, pollutants, or contaminants found at, taken to, or taken from the Site. Unless specifically agreed to in writing by the Parties, EPA and the State shall not be held as a party to any contract entered into by USAF to implement the requirements of this Agreement.

31. RECOVERY OF EPA EXPENSES

The Parties agree to amend this Agreement at a later date in accordance with any subsequent national resolution of the issue of cost reimbursement. Pending such resolution, EPA reserves any rights it may have with respect to cost reimbursement.

32. REIMBURSEMENT OF UDOH COSTS

32.1 Coverage

(a) This Section covers reimbursement of the costs associated with providing UDOH services pursuant to this Agreement. This Agreement does not cover the costs of services rendered prior to the onset of negotiations for this Agreement; services at properties other than the Site; and activities funded from sources other than the Environmental Restoration, Defense (ER,D) appropriation.

(b) USAF agrees to seek sufficient funding through the DoD budgetary process in accordance with Subsections 32.9, 32.10 and 32.11, and to pay UDOH for the services specified in Subsection 32.2 for those activities or portions of activities at the Site funded by ER,D subject to the conditions and limitations set forth in this Agreement.

32.2 Services

UDOH services that qualify for payment under this Agreement include the following type of assistance provided by UDOH under this Agreement commencing at Site identification and continuing through construction as well as any other activities that are funded by ER,D:

(a) Technical review, comments and recommendations on all documents or data required to be submitted to UDOH under this Agreement and all documents or data that are provided by USAF to UDOH for review as a result of a request from UDOH made under applicable law.

(b) Identification and explanation of State of Utah applicable or relevant and appropriate requirements related to response actions at Hill AFB.

(c) Site visits and field activities including sampling to review USAF response actions, ensure their consistency with appropriate State of Utah requirements and ensure data quality in accordance with this Agreement.

(d) Participation in cooperation with USAF in the conduct of public education and public participation activities in accordance with Federal and State requirements for public involvement.

(e) Services provided at the request of USAF in connection with participation in Technical Review Committees.

(f) Preparation and administration of a cooperative agreement to implement this Agreement, including the estimates of UDOH costs.

(g) This is not intended to change any obligations that USAF may have to pay permit (plan) review fees.

32.3 Accounting Procedures

(a) Subject to the provisions of Subsections 32.2, 32.4 and 32.5, reimbursement of eligible UDOH costs shall be paid if the costs were incurred after the onset of negotiations of this Agreement and have been documented using accounting procedures and practices that reasonably identify the nature of the costs involved, the date the costs were incurred, and show that the costs were entirely attributable to activities at the Site.

(b) Payment of eligible UDOH costs for services provided after the effective date of this Agreement must comply with all applicable Federal procurement and auditing requirements.

32.4 Reimbursement Amounts

USAF estimates that its costs to complete the remedial actions for all operable units at Hill AFB may total \$60,000,000. Both parties recognize that as of the date of this Agreement, the estimate and the corresponding UDOH services which are to be reimbursed under this Section may change. USAF recognizes that more UDOH services are likely to be expended during the RI/FS than during the RD/RA. Assuming the USAF estimate of its costs is correct, USAF believes that its reimbursement to UDOH should be limited to \$600,000. Since much of the Site is in the early stages of investigation, UDOH cannot accurately estimate its funding needs at this time, but does not believe that reimbursement should be limited to \$600,000. USAF agrees to negotiate in good faith for a higher reimbursement limit or with respect to any other matter subject to this Section if, during

the life of this Agreement, the scope of work at the Site or the corresponding level of State reimbursable services increases. USAF agrees to begin negotiations within 30 days of UDOH's request. If negotiations have not been successfully completed within 60 days after they begin, the matter shall be referred to Dispute Resolution pursuant to Subsection 32.11.

32.5 Annual Budget Limits

(a) UDOH may request, and USAF shall approve, subject to the restrictions specified in this Section, up to a maximum of \$150,000 per fiscal year during fiscal years 1991 and 1992. USAF may approve an annual budget limit that exceeds \$150,000 if UDOH demonstrates the need for higher funding based on the scope of the work projected during the fiscal year. UDOH may carry over unused funds into subsequent years. If the cost of UDOH services during a fiscal year exceeds the annual budget limit, UDOH may expend its own funds to pay the costs of those services. To the extent allowable under Federal procedures for cooperative agreements, UDOH may seek reimbursement of these costs in a subsequent year through the cooperative agreement as long as the total amount of the payments to UDOH does not exceed the greater of \$600,000 or any ceiling later agreed upon as an amendment to this Agreement or in any state-wide DSMOA, or the annual budget limit for that fiscal year specified in this Agreement, any amendment to this Agreement, or any state-wide DSMOA. A payment schedule for reimbursement of past costs will be devised by Utah or USAF.

(b) Annual budget limits for the fiscal years after 30 September, 1992 shall be negotiated annually or for such other periods to which the Parties may agree. USAF and UDOH agree to begin such negotiations at least 30 days before the beginning of the new fiscal year.

32.6 Procedures for Reimbursement

Procedures for UDOH reimbursement will be in accordance with Office of Management and Budget (OMB) Circulars A-102, A-87 and A-128 and 32 C.F.R. 278.1. This Agreement is considered a cooperative agreement within the meaning of 31 U.S.C. 6305. After this Agreement is executed, UDOH may submit requests for advance reimbursements on a quarterly basis. USAF will process the requests and make payment within 30 days after receipt of the request. Within 60 days after the end of each quarter, UDOH shall submit to USAF a status report, including cost summaries which directly relate allowable costs actually incurred by UDOH under this Agreement during the quarter. Allowability of costs shall be determined in accordance with this Agreement and OMB Circular 87. Audits shall be accomplished in accordance with OMB Circular A-128. USAF has the right to audit cost reports used by UDOH to develop the cost summaries.

32.7 Additional Work

When USAF requests that UDOH perform a specific technical study or similar technical support that could otherwise be done by a contractor, and UDOH agrees to do the work, funding will be negotiated between USAF and UDOH outside this Agreement.

32.8 Funding

The Office of the Deputy Assistant Secretary of Defense (Environment), as the designee of the Office of the Secretary of Defense responsible for carrying out the Defense Environmental Restoration Program, and USAF shall seek sufficient funding through the DoD budgetary process to carry out their obligations for response actions at Hill AFB. Funds authorized and appropriated annually by Congress under the ER,D appropriation in the DoD Appropriations Act shall be the source of funds for all work contemplated by this Agreement.

32.9 Priority System

(a) Should the ER,D appropriation be inadequate in a year to meet the total DoD requirements for cleanup of hazardous or toxic contaminants, DoD shall establish priorities among sites in a manner which maximizes the protection of human health and the environment. In the prioritization process, DoD shall employ a model which has been and will be further developed with the assistance of the States and EPA. Future enhancements or refinements to the model shall occur in consultation with the States and the EPA. DoD shall also involve the States and the EPA in its use of this prioritization model through review of technical site information provided by the States regarding factors to be considered in decision-making in the annual prioritization process for allocating resources. USAF agrees, however, that full funding for UDOH support services pursuant to this Section will be provided in the event that funding is provided for site work under this Agreement.

(b) Nothing in this Section shall be interpreted to require obligation or payment with regard to a site remediation in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

32.10 Coordinator

USAF shall designate an individual responsible for managing remedial and removal actions at Hill AFB. This individual will act as the remedial project manager (RPM). UDOH shall designate a State Agency Coordinator (SAC) who shall be the single point-of-contact for issues related to this Section.

32.11 Dispute Resolution

The RPM and the SAC shall be the primary points of contact for disputes relating to reimbursement pursuant to this Section. For any such disputes, the following procedures shall govern in lieu of the procedures in Section 15:

(a) Should the RPM and the SAC be unable to agree, the matter shall be referred in writing as soon as practicable, but no more than 10 days after either party requests dispute resolution, to the Vice Commander of the Ogden Air Logistics Center and the Director of the Bureau of Environmental Response and Remediation, UDOH, or their designees.

(b) Should the Vice Commander and the State designated official be unable to agree within 10 days, the matter shall be referred to the Chief of Staff, Air Force Logistics Command, and to the Director of the Division of Environmental Health, UDOH, or their designees.

(c) Should the parties in (b) above be unable to agree, within 20 days, the matter shall be referred to the Director of the Department of Health of the State of Utah and the Deputy Assistant Secretary of the Air Force (SAF/MIQ) for resolution.

(d) If the Director of the Department of Health and the Deputy Assistant Secretary of the Air Force (SAF/MIQ) are unable to resolve the dispute, the State may exercise any legal remedies which are available to it.

33. PUBLIC COMMENT

33.1 The provisions of this Section shall, to the maximum extent possible, be carried out in a manner consistent with, and shall fulfill the intent of Section 5- Statutory Compliance - RCRA/CERCLA Integration.

33.2 Within fifteen (15) days of the date on which the last Party signs this Agreement, UDOH shall propose to modify Hill AFB's hazardous waste management permit by incorporating this Agreement. The comment period for this modification shall, to the maximum extent possible, coincide with the comment period specified in Subsection 33.3.

33.3 Within fifteen (15) days of the date on which the last Party signs this Agreement, USAF shall announce the availability of this Agreement to the public for a forty-five (45) day period of review and comment, including publication in at least two major local newspapers of general circulation. The procedures of the NCP, 40 C.F.R. Section 300.430(f)(3), regarding persons to be notified, and regarding contents of the notice, shall apply.

Comments received shall be transmitted promptly to the other Parties after the end of the comment period. The Parties shall review such comments and shall either:

(a) Determine that this Agreement should be made effective in its present form, in which case EPA shall promptly notify all Parties in writing, and this Agreement shall become effective on three days after issuance of such notification; or

(b) If the determination in Subsection 33.3(a) is not made, the Parties shall meet to discuss and agree upon any proposed changes. If the Parties do not mutually agree on all proposed changes within thirty (30) days from the close of the public comment period, the Parties shall submit their written notices of position directly to the Dispute Resolution Committee, and the dispute resolution procedures of Section 15- Dispute Resolution shall apply to the disputed provisions. Upon resolution by unanimous agreement of any proposed changes, the Agreement shall be modified and shall be re-executed by the Parties with EPA signing last and shall become effective on the date that it is signed by EPA.

(c) In the event that the Agreement is modified following the exhaustion of the dispute resolution procedures in Section 15- Dispute Resolution, USAF and UDOH reserve the right to withdraw from the Agreement within twenty (20) days of EPA's submission of the modified Agreement to the Parties via overnight mail. If neither USAF nor UDOH provide EPA with written notice of withdrawal from the Agreement within such twenty (20) day period, the Agreement, as modified, shall automatically become effective on the twenty-first day, and EPA shall issue a notice to the Parties within three business days of the effective date of the modified Agreement.

33.4 If there is written notice of opposition to this Agreement within the time period for public comment, the Parties shall hold a public hearing after thirty (30) days prior notice. A written transcript or tape recording of the hearing shall be prepared and provided to the Parties, and such written transcript or tape recording shall be a part of the administrative record under this Agreement.

33.5 When the final decision by the Parties is reached on whether to finalize the Agreement in its original form, modify, or withdraw from the Agreement, the Parties shall issue a notice of decision for the Agreement in accordance with the procedures of the NCP, 40 C.F.R. Section 300.430(f)(6). In addition, the Parties shall issue a response to comments in accordance with the procedures of the NCP, 40 C.F.R. Section 300.430(f)(3)(i)(F).

34. SUCCESSORS AND ASSIGNS

34.1 This Agreement shall apply to and be binding on USAF, UDOH and EPA and their officers, successors in office, agents, and employees. USAF shall assure that no portion of the Site shall be used in any manner which would adversely affect the integrity of any monitoring system or response measure installed pursuant to this Agreement. This Agreement shall also apply to subsequent owners and operators of Hill AFB.

34.2 USAF shall include notice of this Agreement in any document transferring ownership to any subsequent owner or operator of any portion of Hill AFB in accordance with Section 120(h) of CERCLA and shall notify EPA and UDOH of any such change or transfer at least ninety (90) days prior to such transfer. Notice pursuant to Section 120 (h)(3)(B) of CERCLA of any transfer of ownership shall not relieve the Department of Defense (DoD) and USAF of their obligations to perform pursuant to this Agreement.

34.3 In the event that the Utah Division of Environmental Health is elevated to the department level, (1) that new department shall be the successor agency for purposes of this Agreement unless the statutes of Utah otherwise provide; (2) the division director with responsibility for CERCLA matters shall be the representative for the State of Utah on the DRC; and (3) the department director shall be the representative for the State of Utah on the SEC; (4) the bureau director with responsibility for CERCLA matters shall be the representative for the State of Utah under 32.11(a); (5) the division director with responsibility for CERCLA matters shall be the representative for the State of Utah under 32.11(b); and (6) the department director shall be the representative for the State of Utah under 32.11(c).

35. CONFIDENTIAL INFORMATION

USAF may assert a confidentiality claim covering all or part of the information requested by this Agreement, except that analytical data shall not be claimed as confidential by USAF. Information determined to be confidential pursuant to the Freedom of Information Act shall be afforded the protection specified therein. Information determined to be confidential by UDOH pursuant to U.C.A. 26-14b-21, and 26-14-9.5 and implementing rules shall be afforded the protection specified therein by UDOH. If no claim of confidentiality accompanies the information when it is submitted to EPA and UDOH, the information may be made available to the public without further notice to USAF.

36. NOTICE TO THE PARTIES

36.1 All Parties shall transmit primary and secondary

documents, comments, notices and all other submissions required herein by certified mail, return receipt requested, Federal Express or similar method that provides a record of send and receipt dates. Routine correspondence may be sent by first class mail.

36.2 Submittals and Notices shall be sent to the following addresses:

- (a) For USAF:
Bob James
Environmental Management Directorate
00-ALC/EMR
Hill AFB, Utah 84056
- (b) For EPA:
Robert Stites, 8HWM-FF
U.S. Environmental Protection Agency, Region 8
Hazardous Waste Management Division
999 18th Street, Suite 500
Denver, Colorado 80202-2405
- (c) For UDOH:
Duane Mortensen
Remedial Project Manager for the Hill AFB Site
Utah Department of Health
288 North 1460 West
P.O. Box 16690
Salt Lake City, Utah 84116-0690

Unless otherwise indicated in this Agreement, notification of change of addresses specified in this Section shall be provided to the other Parties at least fifteen (15) days prior to the effective date of such change.

The Party requesting an extension due to the occurrence of a Force Majeure will provide the written notification described in Subsection 12.1, within 48 hours after the Party knows, or should have known, of the Force Majeure event and of the resultant delay. The failure to provide timely notice does not constitute a waiver of the right to an extension due to a Force Majeure.

37. TRANSFER OF REAL PROPERTY

USAF shall not transfer any real property comprising the Federal facility except in compliance with Section 120(h) of CERCLA, 42 U.S.C. Section 9620(h), and those regulations set forth at 55 F.R. 14212. At least thirty (30) days prior to any conveyance subject to Section 120(h) of CERCLA, USAF shall notify all Parties of the transfer of any real property subject to this Agreement and the provisions made for any additional response

actions, if required.

38. AUTHORIZED SIGNATURES

Each of the undersigned representatives of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

It Is So Agreed

UNITED STATES AIR FORCE

BY: Dale W. Thompson, Jr.
Major General Dale W. Thompson
Commander, Ogden Air Logistics Center
Hill Air Force Base, Utah

10 April 1991
DATE

UTAH DEPARTMENT OF HEALTH

BY: Kenneth L. Aikema
Kenneth L. Aikema
Director, Division of Environmental Health

4-10-91
DATE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: James J. Scherer
James J. Scherer
Regional Administrator, Region VIII
U. S. Environmental Protection Agency

4-10-91
DATE

ATTACHMENT 1

STATEMENT OF FACTS

1. For purposes of this Agreement, the following constitutes a summary of the facts on which this Agreement is based. None of the facts related herein shall be considered admissions by any Party. They shall not be used by any Party related or unrelated to this Agreement for purposes other than determining the basis for this Agreement.

2. The Site, known as Hill Air Force Base (Hill AFB), occupies approximately 6,700 acres located approximately 5 miles south of Ogden, Utah and approximately 25 miles north of Salt Lake City, Utah. Under Hill AFB's command structure is the Utah Test and Training Range (UTTR), located about 150 miles to the west of the base. Also under the Base's command structure is a waste disposal area on Little Mountain located approximately 15 miles northwest of Hill AFB. The UTTR and Little Mountain facilities are not included under this Agreement.

3. Hill AFB is bordered by either agricultural land or residential areas in various stages of development. Agricultural areas are located mainly to the north and east of the base boundaries and the residential areas are located mainly to the west and south of the base boundaries.

4. Historically, the area on which the facility is located has served a variety of military functions. In 1920, the western portion of the area was first activated as Ogden Arsenal, an Army ordnance depot. Hill Field was commissioned in late 1940 and served as an aircraft rehabilitation center and as a prime storage depot for aircraft parts during World War II. During World War II, the site was named variously the Ogden Air Depot, the Ogden Air Service Command, the Ogden Air Technical Service Command, and the Ogden Air Material Area (AMA). In 1948, Hill Field was renamed Hill Air Force Base as the Army Air Corps became the U.S. Air Force. The Ogden Arsenal was transferred from the US Army to the Air Force in 1955, resulting in the main base occupying its present areal extent. In 1974, the Ogden AMA became the Ogden Air Logistics Center under the Air Force Logistics Command (AFLC).

5. Wastes generated at the facility have consisted of non-hazardous and hazardous wastes including electroplating wastes and spent solvents and oily wastes associated with equipment cleaning and various maintenance operations. Liquid and solid wastes including hazardous substances have been released at various locations at the Hill AFB facility. Wastes have also been disposed of off-site by commercial contract.

6. In 1981, Hill AFB began a preliminary assessment of past

waste management practices at the Site under the Air Force Installation Restoration Program (IRP). The findings of the IRP Phase 1 activity (records search) were presented in a report issued in January, 1982 which was provided to the EPA and Utah Department of Health (UDOH). The report identified thirteen (13) areas at Hill AFB where hazardous materials might have been used, stored, treated or disposed. Ten of those sites are located within the base boundaries and include: Landfill 1, Landfill 2, Landfill 3, Landfill 4, Chemical Disposal Pits 1&2 (combined as one site), Chemical Disposal Pit 3, Sodium Hydroxide Leaks (Sodium Hydroxide Tank), Berman Pond, Industrial Waste Treatment Plant (IWTP) Sludge Drying Beds, and Fire Training Area 1. The report recommended further investigative work on seven (7) areas: Landfill 3, Landfill 4, Chemical Disposal Pits 1 and 2, Chemical Disposal Pit 3, Sodium Hydroxide Leaks (Tank), Berman Pond, and IWTP Sludge Drying Beds.

7. Beginning in September 1982, the Air Force began Phase II of the IRP (Confirmation/Quantification) which included an assessment designed to identify and quantify contaminants and evaluate the extent, direction and rate of contaminant migration. Analysis of the ground water indicated the presence of volatile organic compounds and some heavy metals. Hazardous substances known to have been released at the Site and detected in the analytical results include: 1,1,1-Trichloroethane, carbon tetrachloride, trichloroethylene, trichlorofluoromethane, 1,1-dichloroethene, 1,1-dichloroethane, trans-1,2-dichloroethene, 1,2-dichloroethane, 1,2-dichloropropane, tetrachloroethene, chlorobenzene, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, benzene, toluene, ethylbenzene, xylenes, naphthalene, tributylphosphate, phenol, 2,4-dimethylphenol, chromium, lead, and cadmium. The report also recommended further investigative work in order to better define the extent of contamination, monitor contaminant migration and further define hydrogeologic conditions. This information was provided to the EPA and UDOH in the Phase IIB IRP Survey report dated September 11, 1984.

8. EPA proposed Hill AFB for inclusion on the National Priority List (NPL) on October 15, 1984. Hill AFB was listed on the NPL July 1, 1987.

9. IRP Phase II Stage 2 activities began in 1985 with other sites not included in the Stage 1 activities being added to the areas investigated. The results of this investigation are presented in the Phase II Stage 2 report dated July, 1988. This report further identified hazardous substances, pollutants, and contaminants present in soil and/or ground water. Volatile organic compounds detected in ground water in addition to those in 8 above include vinyl chloride, chloroform, bromodichloroethane, chloroethane, and dibromochloromethane. This information was provided to the EPA and UDOH.

10. A Technical Review Committee composed of Hill AFB, UDOH, and EPA was established in 1985. Local government and community members have since been added to the Technical Review Committee.

11. Attachment 2 to the Agreement is a map showing the locations of operable units (OUs) where hazardous substances, pollutants and contaminants may have been disposed of, as currently located at Hill AFB. These OUs were identified as a result of USAF investigations. As additional investigative work continues, other sites where hazardous substances, pollutants and contaminants may have been disposed of may be discovered or defined. A brief description of each established operable unit is as follows:

Operable Unit 1

Operable Unit 1 (OU1) consists of Landfill 3, Landfill 4, Chemical Disposal Pits 1 and 2, Fire Training Area 1, and the Golf Course and is located near the southernmost portion of the northeast border of the base.

Landfill 3. Landfill 3 operated from 1947 through 1973 for general refuse disposal. Industrial wastes, including waste solvents, bottoms from solvent cleaning operations, and sludge from the IWTP were disposed of at this location.

Landfill 4. Landfill 4 operated from 1967 to 1973 as a sanitary landfill. Between approximately 1970 to 1973, the landfill received domestic and industrial waste, including sludge from the IWTP drying beds and chemicals including sulfuric acid, chromic acid, and methyl ethyl ketone (MEK).

Chemical Disposal Pits 1 and 2. Chemical Disposal Pits 1 and 2 operated from 1954 to 1973 and were used for disposal of liquid wastes, primarily petroleum hydrocarbons and solvents.

Fire Training Area 1. Fire Training Area 1 was used as a practice area for extinguishing simulated aircraft fires. Oil and combustible waste chemicals were poured into a dirt pit surrounded by an earthen dike and ignited. Various materials were used to extinguish the fire by training crews.

A layer of immiscible hydrocarbons floating on the ground water known as the "oil slick" has been in part delineated in the areas of Chemical Pits 1 and 2. Response actions for OU1 under the IRP to date include: construction of a slurry wall around the western, southern, and eastern parts of the unit; placement of clay caps over both Landfills; and partial de-watering of the unit with a series of extraction wells and an infiltration gallery with the ground water pumped to the IWTP for treatment.

Golf Course. The golf course area is located southerly and uphill of the other sites within OU1, and has been included in the operable unit for study of ground water hydrology and ground water quality. No records are available to determine what wastes, if any, were disposed of in this area.

Operable Unit 2

Operable Unit 2 (OU2) is located along the northeastern boundary of Hill AFB northwest of OU1. Operable Unit 2 consists of Chemical Disposal Pit 3 and the Perimeter Road.

Chemical Disposal Pit 3. Chemical Disposal Pit 3 operated from 1967 to 1975. Industrial wastes to include bottoms from solvent recovery units and vapor degreasers were disposed of at this location. The area also reportedly received bottoms from plating operations during the 1940s. Investigations subsequent to the Phase II IRP have discovered a dense immiscible phase consisting primarily of solvents at Chemical Disposal Pit 3.

Response actions to date under the IRP consist of the installation and operation of a system to intercept and treat contaminated ground water associated with a seep down-slope of Chemical Disposal Pit 3.

Perimeter Road. The Perimeter Road runs along the periphery of Hill AFB. Records and interviews of base personnel indicate that areas near the road along the northwest- to southeast-trending boundary of the base may have been used for dumping of waste oils and spent solvents. Some portions of the Perimeter Road exist within the areas of Operable Units 1 and 4. Response actions in these areas shall be response actions for Operable Units 1 and 4.

Operable Unit 3

Operable Unit 3 (OU3) is located in the southeastern part of Hill AFB near the south gate entrance. OU3 is comprised of the Industrial Waste Treatment Plant (IWTP) Sludge Drying Beds, the Layton area, Berman Pond, Sodium Hydroxide Tank (Leak), and the Refueling Vehicle Maintenance Facility (Building No. 510 and Building No. 514), Pond 1, and Pond 3.

IWTP Sludge Drying Beds. The IWTP Sludge Drying Beds received sludge containing residue from the Industrial Waste Treatment Plant. Wastes treated include tank-stripping residues, metal-plating wastes, and other industrial wastes from base operations. The Industrial Waste Treatment Plant has been operational since 1956. The four sludge drying beds were unlined between 1956 and 1976, with the sludge emplaced on open ground. In 1976, the beds were modified and converted into concrete

structures with asphalt bottoms and liquids were recirculated back through the IWTP. In 1979, three of the four asphalt bottoms were replaced with concrete.

Layton Area. Trichloroethylene and other hazardous substances have been detected within the sewer systems and seeps or springs in the Layton community immediately to the south of Hill AFB.

Berman Pond. Berman Pond was used as a storm water retention pond that received industrial wastes, including electroplating wastes, from the early 1940s until 1958 when the IWTP was built. Berman Pond was filled with construction rubble and regraded after operation of the pond ceased. Installation of a clay cap and parking lot were completed over the Berman Pond area in 1986.

Sodium Hydroxide Tank Leak. Two leakage incidents occurred in two 12,000-gallon underground storage tank systems used to hold sodium hydroxide for use at the IWTP. The first leak occurred in about 1980 over an approximate period of 12 months, in which an estimated 150,000 gallons of the caustic solution apparently escaped. A second leak occurred in 1984 in which about 132,000 gallons of caustic solution were released to the subsurface.

Refueling Vehicle Maintenance Facility. Building 514 was used to drain excess fuel from aircraft refueling vehicles, as was possibly building 510. Solvents used for cleaning and maintenance were stored in this area. Drained fuels and spent solvents entered a floor grate and drain system that lead through and oil-water separator with the water effluent to the IWTP. Building 514 was identified for IRP investigation in Phase II Stage 2 to determine if fuel and/or solvents has affected the subsurface.

Pond 1 and Pond 3. Pond 1 and Pond 3 serve as drainage control basins (storm water retention ponds) that may have received wastes or contaminants from activities or facilities within Operable Unit 3.

Operable Unit 4

Operable unit 4 (OU4) consists of Landfill 1, Landfill 2, the Spoils Pit, the North Gate Dump, the Munitions Dump, and other potential spill or disposal areas in the immediate area. OU4 is located adjacent to the northern boundary of Hill AFB and northwest of OU2.

Landfill 1. Landfill 1 operated from 1955 to 1967 as a hillside dump with periodic burning. This general area may have received solid wastes from the old Ogden Arsenal, to include

waste oils and solvents.

Landfill 2. Landfill 2 operated from 1963 to 1965 as a hillside dump with periodic burning. The available records indicate the wastes consisted mainly of general refuse and did not include waste oils or spent chemicals. Water from precipitation and runoff periodically accumulates or ponds in the Landfill 2 area.

Spoils Pit and North Gate Dump. Recent soil gas and ground water analytical results indicate that solvents may have been disposed of along roads and in two areas known as the Spoils Pit and the North Gate Dump in the vicinity of Landfills 1 and 2.

Munitions Dump. The munitions dump is an area in which spent or waste munitions were disposed. It is located south and west of Landfills 1 and 2.

Investigations to date indicate solvent-related contaminants in groundwater to the north and west of the area. A leachate plume from the landfills may be indicated by the investigative activities to date but the specific inorganic chemicals present have not been defined.

Operable Unit 5.

Operable Unit 5 consists of the U.S. Army Tooele Rail Shop and Bamberger Pond and is located along the western boundary of Hill AFB.

U.S. Army Tooele Rail Shop. The Tooele Rail Shop has been used to service and repair railroad engines for the military since the 1940s. An open area outside of the building is used for cleaning large train parts. Solvents, petroleum products, and an alkaline sodium cyanide solution have been used at this location. Prior to 1979, runoff from steam cleaning operations flowed into an in-ground oil-water separator. The water was then discharged into the Davis County Storm Sewer System. The waste portions were treated at the IWTP. In 1979, the cleaning system was redesigned to collect rinsate and runoff into a new oil-water separator and the water is discharged into the base wastewater treatment system.

Trichloroethylene (TCE) and other volatile organic chemicals have been detected in developed springs and seeps immediately west of and adjacent to the Tooele Rail Shop.

Bamberger Pond. Bamberger Pond is a storm water runoff holding system consisting of two separate basins connected with a culvert drain. Base engine oil changing racks and wash racks were located nearby and engine maintenance wastes and cleaning solution runoff may have entered the pond. Low level

contamination by petroleum products and volatile organic chemicals has been found at this location.

Operable Unit 6

Operable Unit 6 consists of the Building 1915 site and the Asphalt Pad Area site located in the eastern part of the northernmost portion of Hill AFB. These sites are also within the small portion of Hill AFB located within Weber County, Utah.

Building 1915. Underground storage tanks (removed) at the facility contained Bomarc fuel, described as similar to Stoddard solvent. Spills and wastes to include solvents other than Stoddard solvent from within the building were conveyed through a floor drain to a drain field near the building. Recent investigations indicate soil contamination by volatile organic compounds to the approximate depth of groundwater.

Asphalt Pad Area. Spent solvent may have been disposed of in the asphalt pad area, used primarily for disposal of asphalt, concrete, and other construction debris. The asphalt pad area may also include an industrial complex to the south and west of the actual asphalt disposal site.

Operable Unit 7

Operable Unit 7 is comprised of contamination screening sites to be investigated to determine the need for response actions under CERCLA and the NCP. At present this includes Buildings 220 and 225.

Building 220. Underground storage tanks at this site may have managed hazardous wastes.

Building 225. Building 225 is an aircraft maintenance hangar which housed electroplating operations, solvents, and a transformer vault. Electroplating wastes and solvents may have been released to the subsurface through a system of floor drains. Soils contaminated by heavy metals have been detected in excavations adjacent to the building. Some PCB-contaminated soils that may have been from the transformer vault have been removed.

Any additional contamination screening sites will be incorporated into operable unit 7, be redefined as new operable units, or excluded from continued remedial investigation/feasibility studies (RI/FS) activities only by mutual agreement of the Parties that the exclusion is protective of human health and the environment. Those sites incorporated into or redefined as operable units will be subject to full RI/FS activities.

ATTACHMENT 3 - Hill AFB U.S.A.F.
FEDERAL FACILITY AGREEMENT STATEMENT OF WORK

TABLE OF CONTENTS

1.	Introduction.....	2
2.	General Response Procedures.....	3
3.	Community Relations Activities.....	8
4.	Health and Safety Plan(s).....	11
5.	Sampling and Analysis Plan(s).....	11
6.	Remedial Investigation (RI) Work Plan(s).....	12
7.	Operable Unit Characterization Deliverables.....	17
8.	Remedial Investigation Report(s).....	17
9.	Baseline Risk Assessment.....	17
10.	Environmental Evaluation.....	20
11.	Development and Screening of Remedial Alternatives.....	21
12.	Feasibility Study (FS) Report(s).....	24
13.	Remedy Selection and Documentation.....	24
14.	Implementation of the Record of Decision.....	25

LIST OF TABLES TO THE STATEMENT OF WORK

1.	Table 1	Primary and Secondary Documents
2.	Table 2	Operable Units and IRP Sites at Hill AFB
3.	Table 3	Schedule of Deadlines and Target Dates
4.	Table 4	Documents Submitted by USAF
5.	Table 5	Schedule of Review Comments to USAF

ATTACHMENT 3 - HILL AFB U.S.A.F.
FEDERAL FACILITY AGREEMENT STATEMENT OF WORK

I.A. Introduction

Set forth in this document are the elements of work required to be performed to respond to all hazardous substance releases or threat of releases at or from the USAF Hill AFB National Priorities List (NPL) Site which may cause harm to human health or the environment. Work to be performed during the remedial investigation/feasibility study (RI/FS) phase of the response program is outlined for each Operable Unit (OU) established to date, including reports and other deliverable documents as required in Sections 8 and 10 of the agreement. The purpose of the RI/FS is to investigate the nature and extent of contamination at a site, assess the potential risk to human health and the environment, and develop and evaluate potential remedial alternatives.

Work to be performed and submittals pursuant to the remedial design/remedial action (RD/RA) phase activities of the response program are described only generally because specific work to be performed in the RD/RA phase is determined as a result of RI/FS activities. Reports and other deliverable documents pursuant to RD/RA activities will be included in and will be subject to the provisions of the agreement.

All response activities performed by USAF will be consistent with CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), RCRA, and applicable State law. At a minimum, all response activities shall also be consistent with:

- Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final, October 1988.
- Guidance on Preparing Superfund Decision Documents: The Proposed Plan and Record of Decision, March 1988.
- Test Methods for Evaluating Solid Waste: Physical/Chemical Methods, SW-846, October 1986.
- Compendium of Superfund Field Operation Methods, September 1987.
- Superfund Public Health Evaluation Manual, October 1986.

- Community Relations in Superfund: A Handbook, Interim Final, June 1988.
- Risk Assessment Guidance for Superfund, Volume II- Environmental Evaluation Manual, Interim Final, March, 1989.
- Remedial Design and Remedial Action (RD/RA) Guidance, June, 1986.
- Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performance by Potentially Responsible Parties, Interim Final, April, 1990.
- Guidance on Expediting Remedial Design and Remedial Action, (Interim Final), June, 1990.
- CERCLA Compliance with Other Laws Manual: Draft Guidance, August, 1988. (Identified as interim final in the Part II Manual).
- CERCLA Compliance with Other Laws Manual: Part II. Clean Air Act and Other Environmental Statutes and State Requirements, Interim Final, August, 1989.

The most recent version of the above citations or other pertinent guidance published at least 120 days prior to the required submittal date for each document shall always be used.

While this Statement of Work (SOW) provides details on specific response requirements that must be met during the investigatory and study phase of the response process, it is incumbent upon USAF to perform all response activities in compliance and consistent with the Federal Facility Agreement (FFA), applicable laws, regulations and guidance. If there is a conflict between the SOW and the FFA, the FFA will control.

I.B. General Response Procedures

- I.B.1. The guidance documents listed in section I.A. describe the general response processes during the investigatory and study phase: 1) Preparing initial overview of the project scope, 2) Identification of hazardous substance release, or threats of release 3) Grouping the individual hazardous substance sites into Operable Units (OUs); 4) Characterizing the nature and extent of all releases, 5) Developing and screening remedial alternatives and performing treatability studies, 6) Determining the risks to human health or the

environment posed by each release of hazardous substances, 7) Selecting and documenting remedies; and 8) Implementing the selected and documented remedies. These tasks will be documented in various primary and secondary documents, as described in Table 1 of this Attachment. The timetables and deadlines for submittal of primary and secondary documents are presented within Table 3 of this Attachment.

I.B.2.

Review and Comment on Draft and Final Reports. The review and comment procedures to be followed by the Parties for documents submitted after the effective date of the Agreement are described in Section 10 (Consultation) of the Agreement.

USAF has prepared and submitted to EPA and UDOH various documents as part of the USAF IRP activities. Table 4 of this Attachment lists those documents pertinent to the NPL site. EPA and UDOH have reviewed and commented on most of these documents but not within the process set forth in the Agreement. The process by which these documents will be addressed is described in I.B.2.a. and I.B.2.b. of this Attachment.

I.B.2.a.

Past Work of Workplan-related documents. EPA and UDOH agree to again review the Workplan-related documents (Workplan, Sampling and Analysis Plan(s), Health and Safety Plan) that would be primary documents under the Agreement specifically for their acceptance as primary documents under this agreement. These documents will otherwise be considered as draft documents. EPA and UDOH shall review and provide comments on the documents in accordance with the schedule in Table 5 of this Attachment. The documents will be subject to the review and comment process set forth in Section 10 of the Agreement. Those documents accepted by both EPA and UDOH will be considered final in accordance with Section 10 of the Agreement.

I.B.2.b.

All other documents on Table 4 will be considered secondary documents regardless of whether they would otherwise be primary documents under this agreement. Where both EPA and UDOH have submitted review comments on the document, USAF will give due consideration to those comments and the elements in this Attachment in developing related or subsequent documents to be submitted in accordance with Table 3 of this Attachment. This does not relieve USAF of any obligation to submit draft primary documents pursuant to the Agreement.

EPA and UDOH will otherwise provide comments on the documents in accordance with the schedule described in Table 5. These comments will be given due consideration as in I.B.2.b. above.

Memoranda on exposure scenarios and indicator chemicals in VI.B.1 of this Attachment will not be submitted where baseline risk assessment documents have been submitted prior to the effective date of the Agreement. These will otherwise be submitted in accordance with VI.B.1. of this Attachment.

I.B.3. Organization of Remedial Response. The USAF has investigated individual sites from which a release or threat of release of hazardous substances which may cause harm to human health and/or the environment has been identified or suspected by the USAF. These activities were conducted pursuant to the USAF Installation Restoration Program (IRP) and the sites are subsequently described as IRP sites. IRP sites that are known at the time of execution of the Agreement are described in Table 2 which groups the IRP sites into 7 operable units. Response actions for IRP sites discovered after the effective date of the Agreement will be incorporated into the Agreement.

IRP sites within OU7 will be investigated further. By agreement of the parties, any IRP site within OU7 may be placed within its own OU to expedite response actions for releases or threats of releases which may cause harm to human health and/or the environment.

I.B.4. Notification. USAF will notify EPA and the Utah Department of Health (UDOH) of any newly identified sites, including the presence of soil gas; air emissions; contaminated ground water, surface water, or soil; or any spills which may threaten human health or the environment. Pursuant to the agreement, USAF will consult with EPA and UDOH on the response actions USAF will undertake. Newly identified sites that require a remedial response action will be placed into an operable unit (OU). Designation of the operable unit may include defining a new operable unit or adding the site to an existing operable unit. RI Workplans will be submitted or amended as appropriate.

I.B.5. For each OU, as provided in more detail below, USAF will characterize the area associated with each OU, and determine the nature and extent of contamination, pursuant to a Workplan submitted and finalized pursuant to Section 10 (Consultation) of the Agreement. The

characterization and determination of nature and extent of contamination shall become part of a remedial investigation (RI). USAF will complete and submit Baseline Risk Assessments and shall also conduct treatability studies, and feasibility studies (FS) as agreed by the Parties.

I.B.6. Project Scoping. Prior to the development and submittal of the RI Workplans for each OU, any Party may request a meeting to be held between EPA, UDOH and USAF. The purpose of the meeting is to discuss the requirements and agree on the content of the RI Workplans to be submitted for each OU. At the meeting, EPA and UDOH shall consult with USAF on the requirements to be addressed within the RI Workplans. Following notification pursuant to I.B.4., USAF will develop and submit as a chapter of the RI Workplans, potential remedial action objectives, preliminary applicable or relevant and appropriate requirements (ARARs), and probable data quality objectives.

I.B.7. Investigatory Phase Documentation. It is intended that each OU will proceed through interactive phases of investigation dependent on the information gathered to characterize each OU. The RI and FS activities are interactive and may be conducted concurrently so that the data collected in the RI influences the development of remedial alternatives in the FS, which in turn affects the data needs and scope of any treatability studies to be conducted.

The draft RI Workplans for all OUs will be submitted to EPA and UDOH for review and comment pursuant to Section 10 (Consultation) of the agreement. USAF will not commence any work under the Workplan(s) prior to finalization of the document pursuant to Section 10 of the agreement. RI Workplans will be submitted in accordance with the schedules within Table 3 of this Attachment. The work performed as a result of the finalization of the RI Workplans or subsequent amendments will be completed, documented and submitted in accordance with the schedule requirements stipulated within Table 3 of this Attachment.

The results of the RI work for each operable unit will be documented within draft RI Reports. For each OU, the draft RI Reports will include a Preliminary Site Characterization, containing information, which is, at a minimum, in accordance with section V. below. Subsequent phases of RI Workplans for all OUs will be submitted and reviewed consistent with the process identified in Section 10 of the Agreement for primary

documents.

EPA and UDOH will review these draft RI Reports in accordance with the provisions of Section 10 of the Agreement. If EPA and UDOH determine that no further investigatory work is required for each OU, EPA and UDOH shall accept the Draft Final RI Report as a Final RI Report for that specific OU. The investigatory phase for each OU will be considered complete after finalization of the RI Report pursuant to Section 10 of the Agreement.

The draft RI Reports will also recommend work to be performed for any necessary subsequent phases of investigation. Unless otherwise agreed by the Parties, an amendment to the Work Plan, Sampling and Analysis Plans, and Health and Safety Plan will be submitted to EPA and UDOH to address the recommended work. USAF will not commence a subsequent investigatory phase prior to finalization of the above documents pursuant to Section 10 of the Agreement.

I.B.8. Alternatives Analysis Documentation. For each OU, USAF will submit a draft Feasibility Study (FS) Report in accordance with the schedules within Table 3 of this Attachment. The reports will contain all information as outlined in section VIII. below. The alternatives analysis phase of each investigation will not be complete prior to finalization of a FS Report pursuant to Section 10 of the Agreement.

I.B.9. Remedy Selection Documentation. In accordance with the schedules within Table 3 of this Attachment, USAF will submit a draft and draft final Proposed Plan (PP) for EPA and UDOH review and comment for each OU for each remedial action in accordance with the schedules in Table 3. The final Proposed Plan (i.e., finalized pursuant to Section 10 of the Agreement) will be subject to a minimum 30 day public comment period. USAF will submit a Responsiveness Summary for each OU, in accordance with the schedules within Table 3 of this Attachment for EPA and UDOH review and comment. USAF will submit a draft Record of Decision (ROD) for EPA and UDOH review and comment in accordance with the schedules within Table 3 of this Attachment. A draft ROD may be submitted concurrently with the Responsiveness Summary with prior agreement of the Parties, or will otherwise be submitted in accordance with the schedules in Table 3. The draft final ROD, when finalized pursuant to Section 10 of the Agreement, will initiate implementation of the Remedial Design

(RD) phase and then Remedial Action (RA) phase for each OU.

- II. Community Relations Plan (CRP). USAF will prepare and submit a CRP as a primary document according to the schedules within Table 3 of this Attachment to EPA and UDOH for review and comment in accordance with Section 10 (Consultation) of the Agreement. The CRP will be based on interviews with community members both on and off the facility and will provide an analysis of the affected communities. The CRP will document the community involvement history and issues of community concern and interest. The CRP will describe the techniques and procedures which will be utilized by USAF to address community concerns and interests, as identified through the interviews, and involve community members in various site decisions.

The CRP preparation methods, elements, and a recommended format are included in Community Relations in Superfund: A Handbook (U.S. EPA, Interim, June 1988). All USAF involvement in community relations will be subject to review and comments of EPA and UDOH and, if necessary dispute resolution pursuant to the Agreement. The activities to be conducted under this plan, at a minimum, will be those mandated in CERCLA, and the NCP. Sections II.A.1 through II.A.8 summarize those activities.

- II.A. Public Information Centers Information will be made readily available to the public to ensure meaningful participation. One mechanism for accomplishing this goal is the establishment of public information centers. Location(s) of the information centers will be as follows:

Utah Department of Health
288 North 1460 West, PO Box 16690
Salt Lake City, Utah 84116-0690
(801) 538-6170

Davis County Public Library
155 N. Wasatch Dr.
Layton, UT
(801) 547-0729

Pursuant to Section 25 of the Agreement, the Davis County Public Library will also serve as the repository for the Administrative Record (AR). All final primary documents as listed in Table 1 of this Attachment will be sent by USAF to the information center(s) and AR repository at the time they become final. In addition, copies of documents when submitted for public comment

will be placed in the information centers. A copy of the AR File Index will also be included at the information center(s). The AR index will be replaced each time it is updated by the USAF. Any additional information or documents will be placed in information centers by USAF in a timely manner as deemed necessary by EPA, UDOH, and USAF. If the Information Center does not contain a full Administrative Record, the USAF will develop appropriate procedures for public access to the Administrative Record in accordance with Section 25 (Public Participation) of the Agreement.

11.B.

Mailing Lists and Information Updates

USAF will establish and periodically update a Hill AFB mailing list of interested community members, interest groups, local, state and federal officials, media, and other parties requesting the information. Updated copies of the mailing list will be provided to EPA and UDOH on a quarterly basis and otherwise upon request. EPA, UDOH, or USAF may periodically distribute information in the form of a direct mailing to those persons on the USAF Hill AFB mailing list. Any person's name may be added to the Hill AFB mailing list by contacting the Hill AFB community involvement coordinator for USAF.

Direct mailings will usually be in the form of a news release, fact sheet, or public information update. Information updates are a summary of the status of completed, ongoing, or upcoming activities. In some instances, fact sheets or public information updates will be used in conjunction with a public notice (newspaper or radio) to announce an event such as a public meeting, a public hearing, or a formal comment period on a certain document. All direct mailing documents will specify the point of contact for the USAF, EPA, and UDOH for the public to request additional information.

Any Party initiating a direct mailing regarding or affecting any of the work required by the Agreement will advise the other parties of such mailing and the contents thereof at least two business days before the issuance of such a mailing, except in the case of emergency response action at Hill AFB.

11.C.

News Releases Any party issuing a formal news release to the media regarding any of the work required by the Agreement will advise the other parties of such news release and the contents thereof at least two business days before the issuance of such a news release, except in the case of emergency response actions at Hill AFB.

II.D.

Public Meetings The opportunity for at least one public meeting will be provided during the public comment period on each Proposed Plan. The meetings will be held in accordance with the schedule in Table 3 of the attachment. The USAF will arrange for the public meetings and will place a public notice display advertisement in at least one newspaper of general circulation in the area. Where applicable with RCRA requirements, the USAF will also announce meetings on at least one major radio station in the area.

The USAF will arrange for a court reporter to prepare an official transcript of all Proposed Plan public meetings. The court reporter will provide a written record of the meeting for review by EPA, UDOH, and the Hill AFB project managers and community involvement staff within 14 days following the meeting.

All public meetings will be held in Utah, in the vicinity of Hill AFB. The parties may decide to hold additional public meetings on subsequent days at other locations.

The USAF will distribute the Proposed Plans and notice of public comment periods and public meetings through direct mailings to everyone on the site mailing list at least seven days prior to the beginning of the public comment periods.

All public comments received and the Parties' responses to comments, along with the official transcripts of Proposed Plan public meetings will be placed in the Administrative Record file and in the Information Centers for the site. Additionally, copies of all public comments, responses of the Parties and/or the official meeting transcript will be made available to any person upon written request to any of the community involvement contacts within EPA, UDOH, or USAF. Copy charges may be required of persons interested in obtaining additional copies. Public notice of the availability of the documents will be published by the USAF in a display advertisement in a major newspaper of general circulation and, where applicable, on a major radio station in the area. In addition, the USAF will notify everyone on the site mailing list of document availability.

Other public meetings relating to progress and compliance with the Agreement will be scheduled on an as-needed basis, as determined by the Parties. Situations involving complex issues or a high level of

public interest may require separate public meetings. Location(s) of these meetings will be decided by the Parties.

II.E.

Technical Assistance Grants (TAG). The provision for Technical Assistance Grants (TAG) is found in Section 117(e) of CERCLA. The TAG is a mechanism by which the Federal government provides reimbursement to the public for a level of effort spent on CERCLA document review. In this way, the public can be directly involved in the review process of various CERCLA documents in more depth than otherwise might be possible. As of the date of execution of the Agreement, a TAG has not been awarded. USAF will cooperate with any group receiving a TAG by providing copies of existing documents requested by that group as long as providing the information is not a violation of any applicable federal security requirements or the Freedom of Information Act.

- II. Health and Safety Plan (HSP). USAF will submit a HSP for each OU which will document specific health and safety procedures to be followed to ensure the health and safety of the investigative team and others (including the general public) during all phases of response actions.

The HSP will be submitted by USAF to EPA and UDOH for review and comment in accordance with Table 3 of the Attachment. The plan will support field efforts, conform to USAF's health and safety program(s) and be in compliance with OSHA and applicable State laws. Specific information required in a Site HSP is listed in 29 CFR 1910.120 and will at a minimum include: the names of key personnel responsible for site safety and health; health and safety risk analyses for existing site conditions, and for each type of site task and operation; employee training and assignments (both ongoing and for new personnel); descriptions of personnel protective equipment to be used by employees for each type of site task and operation to be conducted; medical surveillance requirements; descriptions of the types and frequency of air monitoring, personnel monitoring and environmental sampling techniques and instrumentation to be used for each type of task and/or operation to be conducted; site control measures; decontamination procedures; standard operating procedures for the site; a contingency plan that meets the requirements of 29 CFR 1910.120(1)(1) and (1)(2); and entry procedures for confined spaces.

- IV. Sampling and Analysis Plan (SAP). The SAP will be submitted by USAF to EPA and UDOH for review and comment in accordance with Table 3 of the Agreement. The SAP will consist of two parts: a quality assurance project plan (QAPP) that

describes the policy, organization, functional activities, and quality assurance protocols necessary to achieve the data quality objectives dictated by the intended use of the data for each OU; and Field Sampling Plan (FSP) which details the standard operating procedures and field techniques to be utilized during the investigation of the site, and provide guidance for the performance of all fieldwork. The FSP will be written by USAF to reflect EPA guidance to ensure that work required in this Attachment is performed in accordance with EPA accepted methods.

USAF will provide EPA and UDOH a minimum of 14 days notice prior to the commencement of any sampling or field activity conducted pursuant to the SAP so that EPA and UDOH may participate in activities to include field audits, and obtaining samples. This minimum of 14 days notice prior to the commencement of any sampling or field activity will also be provided for any work which had been stopped pursuant to sections 13 and 14 of the Agreement.

III.A. The QAPP will consist of at least the following elements: project description; project organization and responsibilities; data quality objectives (DQOs); sampling procedures; detection limits; sample custody; calibration procedures; analytical procedures; data reduction, validation and reporting procedures; internal quality control and quality assurance procedures; performance and system audits; preventative maintenance requirements; data assessment procedures; corrective actions; and quality assurance reports (see Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final, October, 1988, and Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans, OAM-005/80, U.S. EPA, 1983).

IV.B. The FSP will describe in detail, specific sampling techniques for a given objective, sampling equipment and procedures and specific sample handling and analysis procedures. The FSP will incorporate the sampling objectives of the Workplan for each OU and will anticipate investigations beyond the work specified in this Attachment.

V. RI Workplans. USAF will prepare RI Workplans for each OU that assure that each site identified in Table 2 is fully characterized and that a Baseline Risk Assessment is performed, as set forth below. The RI Workplans will be submitted to EPA and UDOH in accordance with schedules within Table 3 of this Attachment. The RI Workplans required by the Agreement will meet the requirements as outlined in Section V.B. of this Attachment and will be

implemented on finalization pursuant to Section 10 (Consultation) of the Agreement.

V.A.

USAF will prepare or amend RI Workplans to ensure that each spill and/or release described within the Phase I IRP Report and/or Phase II Stage II IRP report, or newly discovered spills or releases identified by EPA and UDOH as requiring an RI, is investigated to establish site characteristics and nature and extent of contamination as set forth below. The RI Workplan(s) required by this condition will meet the requirements as outlined in section V.B. of this Attachment and will be implemented as finalized pursuant to Section 10 (Consultation) of the Agreement.

V.B.

USAF will develop RI Workplans for those sites as specified in Sections V. and V.A. above. The Workplans will include a summary of the existing data in terms of physical and chemical characteristics of the contaminants identified, and their distribution among the environmental media at each site. The plans will also include a conceptual site "model" describing the contaminant sources, and potential migration and exposure pathways and receptors. In addition, the plans will include a description of each site investigation and management strategy developed by USAF during scoping; a preliminary identification of remedial alternatives and data needs for evaluation of remedial alternatives. The plans will reflect coordination with the treatability study requirements as outlined in this Attachment, and any additional treatability studies required through the FS process. The plans will include processes, schedules for, and manner of, identifying Federal and State (chemical-specific, location-specific, and action-specific) applicable or relevant and appropriate requirements (ARARs).

The Workplan(s) will include detailed descriptions of the tasks to be performed, information needed for each task (e.g., for health and environmental risk evaluation), information to be produced during and at the conclusion of each task, and a description of the work products that will be submitted to EPA and UDOH. The RI Workplan(s) will include a Sampling and Analysis Plan (SAP) which will describe in detail, specific OU background information, sampling objectives for each site within each OU, sample location, and minimum frequency for each task and/or operation for a given objective, sample designation procedures, sampling equipment and procedures, and sample handling and analysis protocol. The Workplan will anticipate

potential investigations beyond the work initially specified as a contingency for additional work that may be required. USAF will refer to Appendix B of the October 1988 Interim Final RI/FS Guidance for a description of the contents of the required Workplans.

Because of the unknown nature of many of the sites and the interactive nature of the RI and FS, additional data requirements and analyses may be identified throughout the process. USAF will submit technical memoranda to EPA and UDOH documenting the need for additional data, and identifying the data quality objectives (DQOs) whenever such requirements are identified. These technical memoranda will be attached as an amendment to the approved Workplans for each OU after finalization pursuant to the Agreement. In any event, USAF is responsible for fulfilling additional data and analysis needs consistent with the general scope and objectives of each RI and FS. The Workplans will provide for the activities in subparagraphs V.B.1.- V.B.5.b. below.

V.B.1. Investigate and define site physical characteristics. USAF will collect data on the physical characteristics of each site and its surrounding areas including the physiography, geology, hydrology, and specific physical characteristics identified in the Workplan(s). This information will be ascertained through a combination of physical measurements, observations, and sampling efforts and will be utilized to define potential transport pathways and receptor populations. In defining each site's physical characteristics, USAF will also obtain sufficient data for the projection of contaminant fate and transport, and the development and screening of corrective/remedial action alternatives, including information to assess treatment technologies.

V.B.2. Define sources of contamination. USAF will locate each source of contamination. For each media in which contaminants occur at each location, the areal extent and depth of contamination will be determined for all known and discovered sources of contamination. Any sampling grid and incremental depths for sampling will be determined by site-specific conditions and will determine physical characteristics, chemical constituents and their concentrations. USAF will conduct sufficient sampling to establish background conditions for all media and contaminants and define the boundaries of the contaminant sources to the level established in the Workplan(s), SAP(s), DQOs, or as necessary to obtain sufficient information. Defining the source of contamination will include analyzing the

potential for contaminant releases (e.g., long term leaching from soil), contaminant mobility and persistence, and characteristics important for evaluating remedial actions, including information to assess treatment technologies.

B.3.

Describe the nature and extent of contamination. USAF will gather information to describe the nature and extent of contamination as a final step during the field investigation. To describe the nature and extent of contamination, USAF will utilize the information on each site's physical characteristics and sources of contamination to give a preliminary estimate of the types and concentrations of contaminants that may have migrated. USAF will then implement a monitoring program and any study program identified in the Workplan or SAP, or as otherwise necessary to obtain sufficient information, such that by using analytical techniques sufficient to detect and quantify the concentration of contaminants, the migration of contaminants through the various media at each site can be determined. In addition, USAF will gather data for calculations of contaminant fate and transport. This process is continued until the area and depth of contamination are sufficiently defined to satisfy the minimum requirements of the finalized Workplan, finalized SAP, and DQOs. Sufficient information on the nature and extent of contamination will be obtained and utilized to determine the level of risk presented by each site and will help to determine aspects of the appropriate remedial action alternatives to be evaluated.

B.4.

Evaluate site characteristics. USAF will analyze and evaluate the data to describe: 1) each site's physical characteristics, 2) contaminant source characteristics, 3) nature and extent of contamination, and 4) contaminant fate and transport. Results of each site's physical characteristics, source characteristics, and nature and extent of contamination analyses are utilized in the analysis of contaminant fate and transport. The evaluations will include the actual and potential magnitude of releases from the sources, and horizontal and vertical spread of contamination as well as mobility and persistence of contaminants. Where modeling is appropriate, such models will be identified to EPA and UDOH in a technical memorandum prior to their use. All data and programming, including any proprietary programs, will be made available to EPA and UDOH together with a sensitivity analysis. Also, this evaluation will provide any information relevant to each site's characteristics necessary for evaluation of

the need for Remedial Action in the Baseline Risk Assessment and for the development and evaluation of remedial alternatives. Analyses of data collected for each site's characterization will meet the DQOs developed in the Workplan and SAP or as revised within amendments or addenda to the Workplan or SAP during the RI.

V.B.5.

Data Management Procedures. USAF will consistently document the quality and validity of field and laboratory data compiled during the RI/FS activities and in any monitoring pursuant to those activities. EPA and UDOH may review and comment on these documents for items that include completeness, adherence to procedures, quality assurance, quality control, and acceptance when the data is used within any primary document. All documents pursuant to Sections V.B.5.a. and V.B.5.b. of this Attachment will be retained by USAF for a minimum of 10 years with disposal thereafter only upon EPA and State concurrence.

V.B.5.a.

Document field activities. Information gathered during each characterization will be fully documented and recorded by USAF in well maintained field logs and laboratory reports. The method(s) of documentation will be specified in the Workplans and/or the SAP. Field logs will be utilized to document observations, measurements, and significant events that have occurred during field activities. Laboratory reports will document sample custody, analytical results, adherence to prescribed protocols, nonconformity events, corrective measures, and/or data deficiencies.

V.B.5.b.

Maintain sample management and tracking. USAF will maintain field reports, sample shipment records, analytical results, and quality assurance/quality control (QA/QC) reports to ensure that only validated analytical data are reported and utilized in the development and evaluation of remedial alternatives. Analytical results developed under the Workplans or SAPs will not be included in any characterization reports (Baseline Risk Assessment, RI, Analysis of Alternatives, Proposed Plan) unless accompanied by or cross-referenced to a corresponding QA/QC report which will be submitted. In addition, USAF will establish a data security system to safeguard chain-of-custody forms and other project records to prevent loss, damage, or alteration of project documentation.

V.B.6.

Sampling and Data/Document Deliverables.

Submission of the results of sampling, tests, or other data or documents generated through the implementation of the agreement (i.e., after the effective date of the agreement) will be in accordance with Section 22.1 of the agreement. These results will be submitted as a primary document and reviewed in accordance with Section 10 of the agreement, but are not subject to the schedules in Table 3.

For the results of sampling, tests, or other data or documents generated prior to the implementation of the agreement, USAF will submit the validated data no later than the first draft primary site characterization deliverable (Baseline Risk Assessment) for each OU based on the schedule in Table 3.

- VI. OU Characterization Deliverables. USAF will prepare and submit Baseline Risk Assessments and RI Reports for all OUs in accordance with the schedules within Table 3 of this Attachment. If further characterization of an OU is required, additional phases of investigation will be conducted by USAF in accordance with the Agreement.
- VI.A. Remedial Investigation (RI) Reports. USAF will prepare and submit draft RI Reports to EPA and UDOH for review and comment, after completion of the required investigatory work, and in accordance with the schedules within Table 3 of this Attachment. The draft RI Reports will incorporate the draft Baseline Risk Assessment(s) submitted independently as primary documents. These reports will summarize results of field activities to characterize the sites, characterize sources of contamination, define the nature and extent of contamination, define the fate and transport of contaminants, characterize the environmental setting, identify and evaluate the short and long-term threats to human health and the environment, and present the results of the Final Baseline Risk Assessment(s). USAF will use the Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final, October 1988, (or superceding documents) for an outline of the report format and contents.
- VI.B. Baseline Risk Assessment. Baseline Risk Assessments will be performed for each OU and will identify and characterize the toxicity and levels of all hazardous

substances present, contaminant fate and transport, the potential for human and/or environmental exposure, and the risk of potential impacts or threats on human health and the environment. The Baseline Risk Assessment(s) will provide the basis for determining whether or not Remedial Action is necessary, and a justification for performing Remedial Actions. USAF will use the procedures in EPA's Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation Manual (Part A), Interim Final, the Risk Assessment Guidance for Superfund, Environmental Evaluation Manual, Interim Final, and the Superfund Public Health Evaluation Manual (SPHEM), or superceding EPA documents to perform a Baseline Risk Assessment for human health and the environment. A residential scenario will be used in assessing human health risks. These procedures are outlined below and will be followed by USAF. Other resources which may be used when performing the Baseline Risk Assessment(s) include: EPA's Superfund Exposure Assessment Manual (SEAM), the Integrated Risk Information System (IRIS), and the Public Health Risk Evaluation Database (PHRED).

VI.B.1.

Baseline Risk Assessment Deliverables. USAF will prepare Baseline Risk Assessment Report(s) for each OU to incorporate human health risk assessment components discussed in VI.B.2. and environmental evaluation components discussed in VI.B.3. below. A discussion of sources of uncertainty, data gaps, incomplete toxicity information, and modeling characteristics, limitations, and assumptions must be included. USAF will refer to the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation Manual (Part A), Interim Final, December 1989 for an outline of the report format for the human health portion of the report.

Two deliverables that are not primary or secondary documents will be submitted to EPA and UDOH a minimum of 30 days before the date scheduled for submittal of the draft Baseline Risk Assessment Reports for each OU described in Table 3. These will be (1) Summary Identification of Contaminants and Indicator Chemicals as in VI.B.2.a. below and (2) Exposure Scenario and Fate and Transport Models as in VI.B.2.b. below. These will be submitted in the form of a technical memorandum and are for the purpose of advance discussion and evaluation of features to be included in the Baseline Risk Assessment Report(s). EPA and UDOH may submit review comments to USAF for due consideration no later than 14 days before the submittal date of the draft Baseline Risk Assessment Report.

Part VI.B.2.c. of this Attachment describes a secondary document on toxicological and epidemiological studies to be submitted by USAF only under specific conditions. This document is not included under the schedules in Table 3.

VI.B.2.

Human Health and Risk Assessment Components. The health risk assessment process is divided into the four components listed below. During the scoping of the Baseline Risk Assessment, USAF will discuss with EPA and UDOH the format of the Baseline Risk Assessment report as well as the references to be utilized during the Baseline Risk Assessment.

VI.B.2.a.

Contaminant identification and documentation. USAF will review the information that is available on the hazardous substances present at each site within an OU and will identify the contaminants of concern. The indicator chemicals, or contaminants of concern, are not chosen solely on the basis of chemical-specific requirements. Rather, they are selected based on quantity, the concentration of contaminants at each site within an OU as compared to levels that pose a risk, or critical exposure pathways, such as drinking water. When selecting the indicator chemicals, USAF will also consider the additive and synergistic effect of risks, to the extent possible. A complete list of all of the hazardous substances present at each site or OU and the indicator chemicals to be evaluated in conjunction with the known corresponding ambient concentrations of these contaminants. Chemical-specific requirements will also be identified at this time.

VI.B.2.b.

Exposure assessment and documentation. Using the information in the SEAM and other sources, USAF will identify actual and potential exposure points and pathways, and introduce conceptual model(s) for exposure points and routes. For each exposure point, the release source, the transport media (e.g., ground water, surface water, air) and the exposure route (oral, inhalation, dermal) will be clearly delineated. The current number of people at each exposure point will be estimated, and both sensitive and potentially exposed populations will be characterized. Both present and future potential exposure and risks at each site and OU will be considered, and both current and maximum reasonable use scenarios will be considered, including evaluation of risk at the source subject to residential use. Representative data will be

utilized and the limitations, assumptions and uncertainties associated with the conceptual model(s) will be documented.

VI.B.2.c.

Toxicity assessment and documentation. USAF will utilize the information in IRIS and other sources to provide a toxicity assessment of the indicator chemicals. This assessment will include the types of adverse health and/or environmental effects associated with chemical exposures (including potential carcinogenicity), the relationships between magnitude of exposures and adverse effects, and the related uncertainties for contaminant toxicity (e.g., the weight of evidence for a chemical's carcinogenicity).

For those substances lacking an EPA toxicity value and for which USAF wishes to develop its own toxicity value, USAF will submit for review and comment a technical memorandum listing the toxicological and epidemiological studies that will be utilized to perform the toxicity assessment. This memorandum will be submitted as a secondary document in advance of the draft baseline risk assessment so that EPA and UDOH review comments on the results of any studies conducted can be used in developing the draft baseline risk assessment. The specific submittal date will be determined by agreement of the Parties.

VI.B.2.d.

Risk Characterization. USAF will integrate the ambient concentrations and reasonable worst case assumptions with the information developed during the exposure and toxicity assessments, to characterize the current and potential risk to human health and the environment posed by each site or OU. This risk characterization must identify any uncertainties associated with contaminants, toxicities, and/or exposure assumptions.

VI.B.3.

Environmental Evaluation and Deliverables. In addition to the human health risk assessment, the risks to the environment from exposure to the contaminants will be addressed.

VI.B.3.a.

Environmental Evaluation Plan. USAF will submit a plan for the evaluation of the environmental risk, within each OU RI Workplan or addendum to a Workplan. This plan will specify the objectives of the evaluation and the information necessary to

adequately characterize the nature and extent of environmental risk or threat resulting from each site or OU. At a minimum, this plan will address the environmental evaluation of: 1) any critical habitats affected by site contamination; and 2) any endangered species or habitats of endangered species affected by the contamination. USAF will utilize the Interim Final Risk Assessment Guidance for Superfund - Environmental Evaluation Manual in preparing this plan.

VI.B.3.b.

Environmental Evaluation Report. An environmental evaluation report will be submitted to EPA and the UDOH, as a chapter of the Baseline Risk Assessment for each OU. This evaluation will be included in the draft Baseline Risk Assessment reports as a chapter separate from the human health risk assessment. At a minimum, the environmental evaluation report will include an assessment of any critical habitats, and any endangered species or habitats of endangered species affected by the contamination.

VII. Development and Screening of Remedial Alternatives (FS).

For each OU, or part of OU as agreed, subject to a FS pursuant to the Agreement, USAF will perform the activities in section VII.A. through VII.E. The development and screening of remedial alternatives will consider an appropriate range of remedial action options for evaluation. The process is interactive and iterative with investigatory activities, treatability studies, and additional information pertinent to the ultimate selection of remedy. The range of alternatives will include, at a minimum: options in which treatment is used to reduce the toxicity, mobility, or volume of wastes, but which vary in the types of treatment, the amount of wastes treated, and the manner in which long-term residuals or untreated wastes are managed; options involving containment with little or no treatment; options involving both treatment and containment; and a no-action alternative. USAF will develop and evaluate a range of appropriate remedial action options that, at a minimum, ensures protection of human health and the environment.

VII.A.

Development and Screening of Remedial Alternatives Deliverable Documents. For each OU, USAF will submit a technical memorandum primary document on remedial action objectives (activities in VII.B.), assembled alternatives screening memorandum secondary document (activities VII.C.), a detailed analysis of alternatives analysis primary document (activities in VII.D), and a feasibility studies (FS) report primary document (activities in VII.E) in accordance with the

schedules provided within Table 3 of this Attachment. These reports, as ultimately adopted or amended, provide a basis for remedy selection and document the development and analysis of remedial alternatives. USAF will refer to Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final, October 1988 [or as amended] for outlines of report format(s) and/or required report content(s).

- VII.B. Refine and Document Remedial Action Objectives. USAF will propose and refine the specific remedial action objectives for each OU, or part of OU, to aid in the development of remedial alternatives. The remedial action objectives will be documented in a technical memorandum to be submitted to EPA and UDOH for review as a primary document. For each affected media, these objectives will specify the contaminants of concern, exposure routes and receptors, and an acceptable contaminant level or ranges of levels for each exposure route (i.e., a preliminary remediation goal). The objectives will be as specific as practicable without limiting the range of alternatives. These preliminary goals are modified as more information becomes available.
- VII.B.2. Develop General Response Actions. USAF will develop, describe, and define general response action(s) for each medium of interest that may be used in satisfying the remedial action objectives.
- VII.B.3. Identify Areas or Volumes of Media. USAF will identify areas or volumes of media to which general response actions may apply, taking into account requirements for protectiveness as identified in the remedial action objectives. The chemical and physical characterization of each site and OU will also be taken into account.
- VII.C. Identify, Screen, and Document Remedial Technologies. USAF will identify and evaluate technologies applicable to each general response action to eliminate those that cannot be implemented at each site or OU. General response actions will be refined to specify remedial technology types. Technology process options for each of the technology types will be identified either concurrent with the identification of technology types, or following the screening of the considered technology types. Any treatability studies conducted will be taken into account. Process options will be evaluated on the basis of effectiveness, implementability, and cost factors to select and retain one or, if necessary,

more representative processes for each technology type.

VII.C.1.

Assemble and Document Alternatives. USAF will assemble selected representative technologies into alternatives for each affected medium or OU. Together, all of the alternatives will represent a range of treatment and containment combinations and a no-action alternative in accordance with Section 300.430(e)(G)(3) of the NCP (p. 8848 in the Thursday, March 8, 1990 Federal Register). A summary of the assembled alternatives and their related action-specific ARARs will be prepared by USAF for inclusion in a secondary document technical memorandum to be submitted to EPA and UDOH for review. The reasons for eliminating alternatives during the preliminary screening process will be specified.

VII.D.

Refine Alternatives. USAF will refine the remedial alternatives to identify the contaminant volume addressed by the proposed process and the sizing of critical unit operations, as necessary. Sufficient information will be collected for an adequate comparison of alternatives. Remedial action objectives for each medium will also be refined, as necessary, to incorporate any new risk assessment information being generated from the remedial investigation. Additionally, action-specific ARARs will be updated as the remedial alternatives are refined.

VII.D.1.

Conduct and Document Screening Evaluation of Each Alternative. USAF will perform a final screening process based on short and long term aspects of effectiveness, implementability, and relative cost. With prior agreement of the Parties, the screening of alternatives will be conducted to assure that only the alternatives with the most favorable composite evaluation of all factors are retained for further analysis.

The screening will otherwise preserve the range of treatment and containment alternatives that was initially developed. The range of remaining alternatives will include options that use treatment technologies and permanent solutions to the maximum extent practicable.

VII.D.2.

Detailed Analysis of Remedial Alternatives (FS). USAF will conduct a detailed analysis of alternatives which will consist of an analysis of each option against a set of nine evaluation criteria and a comparative analysis of all options

using the same evaluation criteria as a basis for comparison. The results of this analysis will be submitted as a primary document in accordance with the schedules in Table 3 of this Attachment and will be incorporated into the Feasibility Studies report.

The purposes of this activity are to assure identification of a complete and appropriate range of viable alternatives which are considered in the detailed analysis, refine remedial action objectives, and provide EPA and UDOH with the information needed to allow for the selection of remedy. The nine evaluation criteria to be used are found in the Thursday March 8, 1990 Federal Register, 40 CFR Part 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule (the NCP).

For each alternative, USAF will provide: 1) a description of the alternative that outlines the waste management strategy involved and identifies the key ARARs associated with each alternative, and 2) an assessment of the alternative with respect to each of the individual criteria. Application of the evaluation criteria to the assembled remedial alternatives is intended to ensure that the selected remedial alternative will be protective of human health and the environment; will be in compliance with ARARs; will utilize permanent solutions and alternative treatment technologies or resource recovery technologies, to the maximum extent practicable; will address the preference for treatment as a principal element; and will be cost effective.

VII.E. Feasibility Study Report (FS). USAF will prepare draft and draft final FS Reports for each OU for review and comment pursuant to Section 10 (Consultation) of the Agreement. These reports shall be submitted to EPA and UDOH in accordance with the schedule in Table 3 of this Attachment. The draft FS Report(s) will identify the ARARs which will be utilized to evaluate and select the remedial action(s) at each OU and/or site within an OU. The draft FS will also contain anticipated time schedules for implementation and completion of remedial design(s) and remedial action(s). If the time necessary for implementation exceeds one [1] year, the schedule will specify dates for submission of interim deliverables. With prior agreement of the Parties, a draft FS may be submitted with the draft final RI report for each OU in order to expedite response

actions.

VIII.

Remedy Selection and Documentation. For each OU or remedial response action within an OU, USAF will offer a preferred alternative for the remedy from those evaluated pursuant to VII.D.2 above. Documentation of the selection process will occur within three documents, the Proposed Plan (PP) primary document, Responsiveness Summary secondary document, and Record of Decision (ROD) primary document. These documents will be submitted to EPA and UDOH for review and comment in accordance with the schedules within Table 3 of this Attachment.

A draft Proposed Plan (PP) may be submitted concurrently with the draft final FS with prior agreement of the Parties. The PP finalized according to Section 10 of the Agreement will be subject to a minimum 30 day public comment period that will be extended an additional 30 days upon USAF's receipt of a timely request. In conjunction with submitting the PP, USAF will comply with public participation requirements, including all applicable requirements of CERCLA Section 117, 40 CFR Part 124, and those identified in a timely manner by UDOH.

USAF will prepare a Responsiveness Summary that summarizes the elements of community involvement in developing the remedial alternative in the PP and responds to each of the significant comments received during the public comment period. The Responsiveness Summary will be submitted to EPA and UDOH in accordance with Table 3 for review and comment in accordance with Section 10 of the Agreement. USAF will make this a part of the Administrative Record.

USAF will submit draft and draft final ROD documents for EPA and UDOH review and comment in accordance with the schedules within Table 3 of this Attachment. The draft ROD will be accompanied by a discussion of any significant changes in the PP due to public comment. With prior agreement of the Parties, USAF will submit a document that describes and summarizes the elements of a draft ROD that are independent of public comments. The purpose of this document is for the purposes of advance discussion and will not serve as the draft ROD.

IX. Implementation of the Record of Decision. Upon finalization of the ROD in accordance with the terms of the Agreement, USAF will publish notice of the remedy selected in the ROD, including any significant changes made to the PP based on any comments received. USAF will begin implementation of

the required action by submitting a proposed schedule for remedial design and remedial action documents in accordance with Section 11 (Deadlines) of the Agreement. Prior to implementation, all plans, designs, and subsequent schedules will be subject to review and comment by EPA and UDOH in accordance with Section 10 of the Agreement.

Within 30 days of finalization of the Final RD in accordance with Section 10 of the Agreement, USAF will begin Remedial Action by submittal to EPA and UDOH a draft Remedial Action Work Plan. The Remedial Action Work Plan will include provisions for the long term operation and maintenance of the remedy as required by CERCLA. Remedial action will begin within 15 months of the beginning of the remedial design and remedial action phase of the response program.

With prior agreement of the Parties, USAF may concurrently submit to EPA and UDOH the RD and RA Workplans for each remedial action.

- IX.1. Within 60 days of completion of Remedial Action for a site or OU, USAF will submit to EPA and UDOH by registered mail, a certification of completion of Remedial Action for the site or OU.

TABLE 1

STATEMENT OF WORK PRIMARY AND SECONDARY DOCUMENTS

PRIMARY DOCUMENTS--SECTION 10.3 OF AGREEMENT

Community Relations Plan (for all NPL Site activities)

Remedial Investigation Work Plan, including Data Quality Objectives (for each operable unit)

Sampling and Analysis Plan (SAP) (for each operable unit)
SAP Components: Quality Assurance Project Plan
Field Sampling Plan

Health and Safety Plan (for each operable unit)

Memorandum on Remedial Action Objectives (for each operable unit)

Sampling and Data Results (for each operable unit)

Baseline Risk Assessment (for each operable unit)

Remedial Investigation Report--Includes Risk Assessment and Ground Water Assessment (for each operable unit)

Memorandum on Detailed Analysis of Alternatives (for each operable unit)

Feasibility Study Report (for each operable unit)

Proposed Plan (for each operable unit)

Record of Decision (for each operable unit)

Remedial Design Work Plan

Remedial Action Work Plan

Intermediate Design Stage Report--60% Completion Stage (for each operable unit)

Final Remedial Design Document--100% completion Stage (for each operable unit)

Construction Quality Assurance/Quality Control Plan (for each operable unit)

Contingency Plan (for each operable unit)

Project Closeout Report (for each operable unit)

SECONDARY DOCUMENTS-SECTION 10.4 OF AGREEMENT

Assembled Alternatives Screening Memorandum (for each operable unit)

Responsiveness Summary (for each operable unit)

Preliminary Remedial Design- 30% completion stage (for each operable unit)

Prefinal Design Report - 95% completion stage (for each operable unit).

OTHER DOCUMENTS

Memorandum on Summary Identification of Contaminants and Proposed Indicator Chemicals

Memorandum on Exposure Scenario and Fate and Transport Models

Memorandum on Toxicological and Epidemiological Studies

These other documents are not primary or secondary documents under the provisions of the Agreement. The "Summary Identification" and "Exposure Scenario" memoranda are for the purpose of advance review and discussion in development of the baseline risk assessment. The "Toxicological Studies" memorandum is to be submitted only if USAF elects to conduct such a study for a substance for which existing data is insufficient to assess risks.

TABLE 2

OPERABLE UNITS AND IRP SITES AT HILL AFB NPL SITE

OPERABLE UNIT 1

- IRP SITES:
- Landfill 3 (LF3)
 - Landfill 4 (LF4)
 - Chemical Disposal Pit 1 (CP1)
 - Chemical Disposal Pit 2 (CP2)
 - Fire Training Area 1 (FTA1)
 - Golf Course

OPERABLE UNIT 2

- IRP SITES:
- Chemical Disposal Pit 3 (CP3)
 - Perimeter Road

OPERABLE UNIT 3

- IRP SITES:
- Industrial Waste Treatment Plant Sludge Beds (IWTP)
 - Sodium Hydroxide Tank Spill Area (NaOH Spill)
 - Layton Groundwater Plume (Layton)
 - Refueling Vehicle Maintenance Facility (Bldg. 510 and Bldg. 514)
 - Berman Pond
 - Pond 1
 - Pond 3

OPERABLE UNIT 4

- IRP SITES:
- Landfill 1 (LF1)
 - Landfill 2 (LF2)
 - Spoils Pit
 - North Gate Dump
 - Munitions Dump

OPERABLE UNIT 5

- IRP SITES:
- Tooele Army Rail Depot
 - Bamberger Pond

TABLE 2 (CONTINUED)

OPERABLE UNIT 6

- IRP SITES: - Asphalt Pad Area
 - Building 1915

OPERABLE UNIT 7

- IRP SITES: - Building 220
 - Building 225

TABLE 3

SCHEDULE OF DEADLINES AND TARGET DATES¹

Site Wide Application

<u>Task or Submittal</u>	<u>Submittal Date</u>
*Draft Community Relations Plan	Under Review
*Draft Final Community Relations Plan	45 days after receipt of EPA and UDOH comments

Operable Unit 1

<u>Task or Submittal</u>	<u>Submittal Date</u>
Sampling and Data Results	Pursuant to Agreement
Memorandum on Summary Identification of Contaminants and Proposed Indicator Chemicals	Submitted 3-29-91, 30 days for review
Memorandum on Exposure Scenario and Fate and Transport Models	Submitted 3-29-91, 30 days for review
*Draft Baseline Risk Assessment Report	7-19-91
*Draft Final Baseline Risk Assessment Report	10-18-91

¹ Dates are when USAF will submit documents to EPA and UDOH for review and comment. Deadlines are enforceable under the Agreement and pertain to primary documents, designated with an asterisk (*). Target dates are not subject to enforcement under the agreement and pertain to all secondary or other documents.

*Draft Remedial Investigation Report	10-18-91
*Draft Memorandum on Remedial Action Objectives	10-30-91
*Draft Final Remedial Investigation Report	2-16-92
Assembled Alternatives Screening Memorandum	3-16-92
*Draft Memorandum on Detailed Analysis of Alternatives	5-16-92
*Draft Final Memorandum on Remedial Action Objectives	5-16-92
*Draft Final Memorandum on Detailed Analysis of Alternatives	8-14-92
*Draft Feasibility Studies Report	8-24-92
*Draft Final Feasibility Studies Report	11-22-92
*Draft Proposed Plan	2-7-93
*Draft Final Proposed Plan	5-6-93
*Public Comment Period (End Date)	7-20-93
Responsiveness Summary	8-20-93
*Draft Record of Decision	8-20-93
*Draft Final Record of Decision	11-18-93
*Draft Remedial Design Workplan	Pursuant to Agreement

Operable Unit 2

<u>Task or Submittal</u>	<u>Submittal Date</u>
*Draft and Draft Final Focused RI/FS Report (DNAPL) (30 days for EPA and State Review)	Submitted
*Draft and Draft Final Proposed Plan (DNAPL) (30 days for EPA and State Review)	Submitted
Public Comment Period (30 days, End Date)	Ended 4-20-91
Responsiveness Summary (DNAPL)	5-13-91
*Draft ROD (30 day EPA and State Review)	5-13-91
*Draft Final ROD (DNAPL)	7-1-91
Sampling and Data Results	Pursuant to Agreement
Memorandum on Summary Identification of Contaminants and Proposed Indicator Chemicals	6-25-91
Memorandum on Exposure Scenario and Fate and Transport Models	6-25-91
*Draft Baseline Risk Assessment Report	8-12-91
*Draft Final Baseline Risk Assessment Report	11-10-91
*Draft Remedial Investigation Report	11-25-91
*Draft Memorandum on Remedial Action Objectives	12-16-91
*Draft Final Remedial Investigation Report	2-25-92
Assembled Alternatives Screening Memorandum	3-2-92

*Draft Memorandum on Detailed Analysis of Alternatives	4-15-92
*Draft Final Memorandum on Remedial Action Objectives	3-15-92
*Draft Final Memorandum on Detailed Analysis of Alternatives	7-17-92
*Draft Feasibility Studies Report	7-17-92
*Draft Final Feasibility Studies Report	10-12-92
*Draft Proposed Plan	10-12-92
*Draft Final Proposed Plan	1-12-93
Public Comment Period (End Date)	4-8-93
Responsiveness Summary	5-6-93
*Draft Record of Decision	5-6-93
*Draft Final Record of Decision	8-4-93
*Draft Remedial Design Workplan	Pursuant to Agreement

Operable Unit 3

<u>Task or Submittal</u>	<u>Submittal Date</u>
*Draft Focused RI/FS Report (NaOH/IWTP) (30 days for EPA and State Review)	4-25-91
*Draft Final Focused RI/FS and Draft Proposed Plan (NaOH/IWTP) (30 days for EPA and State Review)	6-25-91
Draft Final Proposed Plan (30 days EPA and State Review)	7-25-91

public comment period (end date)	10-10-91
*Responsiveness Summary (NaOH/IWTP)	11-10-91
*Draft ROD (30 day EPA and State Review)	11-10-91
*Draft Final ROD (NaOH/IWTP)	1-8-92
Sampling and Data Results	Pursuant to Agreement
*Draft Baseline Risk Assessment Report	8-1-91
*Draft Final Baseline Risk Assessment Report	10-30-91
*Draft Remedial Investigation Report	1-6-92
*Draft Memorandum on Remedial Action Objectives	1-6-92
*Draft Final Remedial Investigation Report	4-6-92
Assembled Alternatives Screening Memorandum	4-6-92
*Draft Final Memorandum on Remedial Action Objectives	4-24-92
*Draft Memorandum on Detailed Analysis of Alternatives	4-24-92
*Draft Final Memorandum on Detailed Analysis of Alternatives	8-13-92
*Draft Feasibility Studies Report	8-13-92
*Draft Final Feasibility Studies Report	11-10-92
*Draft Proposed Plan	11-10-92
*Draft Final Proposed Plan	2-8-93
Public Comment Period (End Date)	5-24-93
Responsiveness Summary	6-24-93

*Draft Record of Decision	6-24-93
*Draft Final Record of Decision	9-23-93
*Draft Remedial Design Workplan	Pursuant to Agreement

Operable Unit 4

<u>Task or Submittal</u>	<u>Submittal Date</u>
Sampling and Data Results	Pursuant to Agreement
*Draft Baseline Risk Assessment Report	8-2-91
*Draft Final Baseline Risk Assessment Report	10-30-91
*Draft Remedial Investigation Report	11-30-91
*Draft Remedial Action Objectives Memorandum	1-12-92
*Draft Final Remedial Investigation Report	2-28-92
Assembled Alternatives Screening Memorandum	2-28-92
*Draft Final Memorandum on Remedial Action Objectives	4-12-92
*Draft Memorandum on Detailed Analysis of Alternatives	4-12-92
*Draft Final Memorandum on Detailed Analysis of Alternatives	7-10-92
*Draft Feasibility Studies Report	7-10-92
*Draft Final Feasibility Studies Report	10-8-92

*Draft Proposed Plan	10-8-92
*Draft Final Proposed Plan	1-5-93
Public Comment Period (End Date)	4-18-93
Responsiveness Summary	5-17-93
*Draft Record of Decision	5-17-93
*Draft Final Record of Decision	8-15-93
*Draft Remedial Design Workplan	Pursuant to Agreement

Operable Unit 5

<u>Task or Submittal</u>	<u>Submittal Date</u>
Sampling and Data Results	Pursuant to Agreement
Memorandum on Summary Identification of Contaminants and Proposed Indicator Chemicals	11-5-91
Memorandum on Exposure Scenario and Fate and Transport Models	11-5-91
*Draft Baseline Risk Assessment Report	3-30-92
*Draft Final Baseline Risk Assessment Report	6-30-92
*Draft Remedial Investigation Report	8-31-92
*Draft Memorandum on Remedial Action Objectives	10-15-92
*Draft Final Remedial Investigation Report	11-30-92

Assembled Alternatives Screening Memorandum	11-30-92
*Draft Memorandum on Detailed Analysis of Alternatives	1-14-93
*Draft Final Memorandum on Remedial Action Objectives	1-14-93
*Draft Final Memorandum on Detailed Analysis of Alternatives	4-12-93
*Draft Feasibility Studies Report	6-12-93
*Draft Final Feasibility Studies Report	12-28-93
*Draft Proposed Plan	2-28-94
*Draft Final Proposed Plan	5-31-94
Public Comment Period (End Date)	9-15-94
Responsiveness Summary	10-15-94
*Draft Record of Decision	10-15-94
*Draft Final Record of Decision	1-15-95
*Draft Remedial Design Workplan	Pursuant to Agreement

Operable Unit 6

The technical information to date is insufficient to allow the Parties to determine definite schedules at this time. USAF agrees to continue with planned site characterization work and submit a site characterization report in accordance with the dates below. EPA and UDOH agree to review the site characterization work and determine with USAF the scope of additional work. USAF will submit to EPA and UDOH a Workplan for the additional work in accordance with the schedule below. This Workplan will be subject to review and comment in accordance with Section 10 of the Agreement. This Workplan will propose deadlines and target dates for subsequent deliverable primary and secondary documents.

<u>Task or Submittal</u>	<u>Submittal Date</u>
Site Characterization Report	1-10-92
*Draft Remedial Investigation Workplan or Workplan Ammendment	9-2-92

Operable Unit 7

The technical information to date is insufficient to allow the Parties to determine definite schedules at this time. USAF agrees to continue with planned site characterization work and submit a site characterization report in accordance with the dates below. EPA and UDOH agree to review the site characterization work and determine with USAF the scope of additional work. USAF will submit to EPA and UDOH a Workplan for the additional work in accordance with the schedule below. This Workplan will be subject to review and comment in accordance with Section 10 of the Agreement. This Workplan will propose deadlines and target dates for subsequent deliverable primary and secondary documents.

<u>Task or Submittal</u>	<u>Submittal Date</u>
Draft Site Characterization Report for Building 225	Under Review (See Table 5)
Draft Final Site Characterization Report for Building 225	12-29-91
*Draft Remedial Investigation Workplan (if needed as agreed by the Parties)	4-15-92

TABLE 4 - DOCUMENTS SUBMITTED BY USAF

1. Installation Restoration Program Phase I - Record Search, Hill AFB, Utah, January 1982.
2. Installation Restoration Program Phase IIB - IRP Survey Final Report (2 Volumes), Hill AFB, UT, September 1984.
3. Installation Restoration Program Phase II - Confirmation/Quantification Stage 2, Technical Operations Plan, Hill AFB, UT, April 1986.
4. Installation Restoration Program Phase II - Confirmation/Quantification Stage 2, Final Report (14 Volumes), Hill AFB, UT, July 1988.
5. Installation Restoration Program Remedial Investigation and Feasibility Study (RI/FS), for Operable Unit 1 (Landfills 3 and 4 and Chemical Disposal Pits 1 and 2), Hill AFB, UT, Work Plan and Quality Assurance Project Plan, April, 1988.
6. Installation Restoration Program, Hill AFB, UT, Data Analysis Report for Operable Unit One, August 1989.
7. Hill AFB A-E Work Plan and Safety, Health, and Emergency Response Plan for Operable Unit 1, January, 1990 (Final Addendum).
8. Hill AFB A-E Quality Assurance Project Plan for Operable Unit 1, January 1990 (Final Addendum).
9. Installation Restoration Program Remedial Investigation and Feasibility Study (RI/FS) Chemical Disposal Pit 3, Hill AFB, UT, Work Plan (May 1988) and Quality Assurance Project Plan and Health & Safety Plan (February 1988).
10. Hill AFB, UT, Groundwater Recovery and Treatment System Interim Remedial Action/Extended Treatability Study at Operable Unit 2, December 1989.
11. Hill AFB, UT, (Draft) Site Characterization Summary for Operable Unit 2 (4 Volumes), August 1990.
12. Installation Restoration Program Layton Plume Work Plan, Hill AFB, UT, July, 1987.
13. Installation Restoration Program Site Inspection Report, Remedial Investigation and Feasibility Study (RI/FS) of the Refueling Vehicle Maintenance Facility and Berman Pond, Hill AFB,

UT, January, 1988.

14. Installation Restoration Program Final Remedial Investigation Work Plan for the Remedial Investigation and Feasibility Study (RI/FS) of the Sodium Hydroxide Tank Site and the IWTP Sludge Drying Beds, Hill AFB, UT, June 1988.
15. Installation Restoration Program Final Work Plan for the Remedial Investigation and Feasibility Study (RI/FS) of Berman Pond and the Refueling Vehicle Maintenance Facility Area, Hill AFB, UT, November, 1988.
16. Installation Restoration Program Layton Ground Water Investigation, Final Report, Hill AFB, UT, March 1989.
17. Installation Restoration Program Site Inspection Report for the Remedial Investigation and Feasibility Study (RI/FS) of the Sodium Hydroxide Tank Site and the IWTP Sludge Drying Beds, Hill AFB, UT, June 1988.
18. Hill AFB, UT, Final Addendum to the Remedial Investigation Work Plans for Operable Unit 3, December 1989.
19. Hill AFB, UT, Internal Draft Remedial Investigation Report for Operable Unit 3, July 1989.
20. Hill AFB, UT, Technical Memorandum, Baseline Risk Assessment for the RI/FS at Operable Unit 3, June 1989.
21. Hill AFB, UT, Technical Memorandum, Development of Alternatives for the RI/FS at Operable Unit 3, May 1989.
22. Hill AFB, UT, Technical Memorandum, Screening of Alternatives for the RI/FS at Operable Unit 3, June 1989.
23. Hill AFB, UT, Technical Memorandum, Mathematical Model of Groundwater Flow and Contaminant Transport (Operable Unit 3), December 1989.
24. Installation Restoration Program Remedial Investigation Landfills 1 & 2, Hill AFB, UT, Work Plan and Quality Assurance Project Plan, May 1988.
25. Hill AFB, UT, Draft Final Technical Memorandum Baseline Risk Assessment for Operable Unit 4, April 1990.
26. Hill AFB, UT, Technical Memorandum Second Draft, Site Characteristics Summary Report, First Phase of Remedial Investigation, Operable Unit 4, Landfills 1 and 2, January 1990.
27. Installation Restoration Program Site Inspection, Remedial Investigation and Feasibility Study (SI/RI/FS) for Bamberger Pond

and U.S. Army Tooele Rail Shop Hill AFB, UT, and Decision Document for Herbicide Orange Test Area, Utah Test and Training Range, Work Plan and Sampling & Analysis Plan, February 1989. (Note: the Herbicide Orange Test Area is a part of the Utah Test and Training Range and as such is excluded from the Agreement).

28. Hill AFB, UT, Draft Final Work Plan and Health and Safety Plan for a Preliminary Assessment Site Inspection of Chromium Contaminated Soils Beneath Building 225 and at Well Site 6, November, 1989.

29. Hill AFB, UT, Final Work Plan and Health and Safety Plan for a Site Evaluation of Chromium contaminated Soils Beneath Building 225 and at Well Site 6, February 1990.

30. Hill AFB, UT, Draft Final Site Characterization Report for a Portion of Building 225 and Site Investigation of Fill Soils at Base Supply Well 6, August 1990.

31. Site Evaluation Work Plan for Building 1915, Hill AFB, Ogden, UT, 1988.

32. Building 1915 Site Evaluation Report, Hill AFB, Ogden, Utah, October 1989 (2 Volumes).

33. Installation Restoration Program Site Evaluation Work Plan for Pond 3, Hill AFB, UT, November 1988.

34. Pond 3 Site Evaluation Report, Hill AFB, Ogden, UT, September 1989.

35. Hill AFB, UT, Second Draft Site Evaluation Report for Perimeter Road and the Spoils Area, February 1990.

36. Final Remedial Investigation Report Risk Assessment for Operable Unit 4, Landfills 1 and 2, Hill AFB, Ogden, Utah, August 1990 (Vol. 2 of total 10 volume report).

37. Draft Community Relations Plan, Hill AFB, Ogden, Utah, December 1989.

38. Final Community Relations Plan, Hill AFB, Ogden, Utah, December 1990.*

39. Focused Feasibility Study for Operable Unit 2, Hill AFB, Ogden, Utah, February 1991.

40. IRP/Superfund Proposed Plan for Interim Action for Operable Unit 2, Hill AFB, Ogden, Utah, February 1991.

41. Response to USEPA and Utah Department of Health comments of First Draft of Site Characterization Summary for Operable Unit 2,

Hill AFB, Ogden, Utah, February 1991 (comments on document #11 above).

42. Memorandum to the record for Proposed Interim Remedial Action at Operable Unit 2, Hill AFB, Ogden, Utah, February 1991.

43. Final Summary Report of Chromium Cleanup at Two Sites in Layton, Utah, February 1991.

*This version of the Community Relations Plan is the draft CRP specified in Table 3 of the statement of work.

TABLE 5 - SCHEDULE OF REVIEW COMMENTS TO USAF
ON PREVIOUSLY SUBMITTED DOCUMENTS

Operable Unit 1.

<u>Document</u>	<u>Submittal Date</u>
Workplan(s) and Addendums (Documents 5, 6, and 7 on Table 4)	5-29-91
Draft Sampling and Analysis Plan(s) (Quality Assurance Project Plan and Field Sampling Plan) (Document 8 on Table 4)	5-29-91
Draft Health and Safety Plan(s) (Documents 5 & 7 on Table 4)	5-29-91

Operable Unit 2

<u>Document</u>	<u>Submittal Date</u>
Workplan(s) and Addendums (Document 5 on Table 4)	5-29-91
Draft Sampling and Analysis Plan(s) (Quality Assurance Project Plan and Field Sampling Plan) (Document 5 on Table 4)	5-29-91
Draft Health and Safety Plan(s) (Document 5 on Table 4)	5-29-91
Site Characterization Summary for Operable Unit 2, August 1990. To be reviewed for use as a focused RI/FS for DNAPL layer (Documents 10 and 11 on Table 4)	Submitted
Perimeter Road Site Characterization (Document 35 on Table 4)	5-29-91

Operable Unit 3

<u>Document</u>	<u>Submittal Date</u>
Workplan(s) and Addendums (Documents 12-15 and 18 on Table 4)	6-29-91
Draft Sampling and Analysis Plan(s) (Quality Assurance Project Plan and Field Sampling Plan) (Documents 12-15 and 18 on Table 4)	6-29-91
Draft Health and Safety Plan(s) (Documents 12-15 and 18 on Table 4)	6-29-91
Pond 3 Workplan (Document 33 on Table 4).	6-29-91

Operable Unit 4

<u>Document</u>	<u>Submittal Date</u>
Workplan(s) and Addendums (Document 24 on Table 4)	6-28-91
Draft Sampling and Analysis Plan(s) (Quality Assurance Project Plan and Field Sampling Plan) (Document 24 on Table 4)	6-28-91
Draft Health and Safety Plan(s) (Document 24 on Table 4)	6-28-91

Operable Unit 5

<u>Document</u>	<u>Submittal Date</u>
Workplan(s) and Addendums (Document 27 on Table 4)	8-14-91
Draft Sampling and Analysis Plan(s) (Quality Assurance Project Plan and Field Sampling Plan) (Document 27 on Table 4)	8-14-91
Draft Health and Safety Plan(s) (Document 27 on Table 4)	8-14-91

Operable Unit 6

<u>Document</u>	<u>Submittal Date</u>
Workplan(s) and Addendums (Documents 31 on Table 4)	8-29-91
Draft Sampling and Analysis Plan(s) (Quality Assurance Project Plan and Field Sampling Plan) (Document 31 on Table 4)	8-29-91
Draft Health and Safety Plan(s) (Document 31 on Table 4)	8-29-91
Site Characterization Reports for Bldg. 1915 to determine needs in focused RI/FS. (Document 32 on Table 4)	8-29-91

Operable Unit 7

<u>Document</u>	<u>Submittal Date</u>
Workplan(s) for Bldg. 225 (Documents 28 and 29 on Table 4)	9-29-91
Draft Sampling and Analysis Plan(s) (Quality Assurance Project Plan and Field Sampling Plan) (Documents 28 and 29 on Table 4)	9-29-91
Draft Health and Safety Plan(s) (Documents 28 and 29 on Table 4)	9-29-91
Site Characterization Report for Bldg. 225 to determine needs in RI/FS activities. (Document 30 on Table 4)	9-29-91