

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary

Box 7921
101 South Webster Street
Madison, Wisconsin 53707-7921
TELEPHONE 608-266-2621
FAX 608-267-3579
TDD 608-267-6897

November 20, 1996

FILE REF: BRR

Kevin M. Brunner
City Administrator
335 South Broadway
DePere, WI 54115-2593

SUBJECT: Signed O&M Agreement, Better Brite

Dear Mr. Brunner:

Attached is a signed original of the agreement for Operations & Maintenance for the Better Brite Superfund sites in DePere. I appreciate the cooperation of the City Council, the Mayor and yourself in renewing this agreement and in the overall efforts to address this remediation site.

The Department looks forward to working with you in the coming years as we move into the final remedy of the site. If you have any questions about this agreement you may call me at 608-266-2699. After December 9, 1996, Kristin Nell in our Green Bay office will be the Department's manager for the O&M agreement and the RD/RA component of the project. You can contact her at 414-492-5943.

Sincerely,

Robert E. Strous Jr.
Bureau for Remediation & Redevelopment

cc: Bruce Urben NER *w/ original*
Kristin Nell NER
Mark Giesfeldt RR/3
Jane Lemcke RR/3

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE
CITY OF DE PERE FOR THE OPERATION OF A
WASTEWATER PRETREATMENT SYSTEM

THIS AGREEMENT is made and entered into this 20th day of November, 1996 by and between the State of Wisconsin, Department of Natural Resources (“the Department”) and the City of De Pere (“the City”).

WHEREAS, the United States Environmental Protection Agency (“EPA”) has undertaken an interim remedial action under the federal Superfund Program at the Better Brite Plating Company, Chrome and Zinc Shops, (“the Site”), which consists of continued operations of a groundwater collection system, continued operations of a wastewater pretreatment facility, installation and maintenance of fencing to secure the Site, installation of groundwater monitoring wells to monitor the migration of contamination from the Site and installation of measures to control surface water runoff from the Site; and

WHEREAS, the Department and the City have previously entered into an agreement executed the 13th of November, 1991, under which the City agreed to operate “the System” for the purposes of this agreement, such System consisting of a collection/extraction sump at the Zinc Shop and an extraction well and French drain at the Chrome Shop, transporting the contaminated water from the Zinc Shop to the Chrome Shop for treatment, a chemical precipitation pretreatment plant constructed at the Chrome Shop and any additional wastewater collection devices constructed as part of the interim remedial action; and

WHEREAS, throughout the term of the above referenced agreement, the City has owned and operated, and continues to own and operate, a wastewater treatment system, including a sanitary sewer system which is accessible from the Site and which may be used for transporting and final treatment of pretreated water taken from the Site; and

WHEREAS, EPA has the authority under 42 U.S.C. 9601, et seq. to take steps to remediate the contamination on the Site and by and through such authority has requested and authorized the Department and the City to be present at the Site and to undertake all remedial activities. As such, the Department and the City’s activities at the Site for purposes of carrying out the terms of this Agreement are not to be construed as an “occupancy” of a “facility” for purposes of 42 U.S.C. 9601, et seq; and

WHEREAS, it is in the public interest that EPA, the Department, and the City cooperate in the interim remedial action activities at the Site as provided herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the Department and the City agree as follows:

I. PURPOSE. The purpose of this Intergovernmental Agreement is to set forth the terms and conditions of a labor and materials cost sharing agreement between the the Department and the City under which the City shall operated the System at the Site. This Agreement formalizes the transfer of funds received by the Department under the Superfund State Contract with EPA to the City for the purpose of continuing the System as part of the interim remedial action selected by the EPA for the Site. It is understood by the Department and the ^{City} that their participation ^{RES} under this Agreement is subject to the receipt of funding by the EPA for the Site.

II. TERM. . (A) This Agreement shall commence on November 15, 1996 and shall remain in full force and effect for a period of two (2) years or until final remedial action, whichever occurs first. This Agreement shall automatically renew unless terminated as otherwise provided herein. The term of this Agreement is subject to the availability of funding for the System from the Department and EPA.

(B) During the term of this Agreement, there will be no right to termination of this Agreement except if funds assigned for the interim remedial action are no longer available from the Department and EPA or if the interim remedial action is inconsistent with the Superfund State Contract for the Site. If funds are no longer available from the Department or EPA or if the remedial action is deemed inconsistent with the Department's Superfund Contract for the Site, the Department will notify City as soon as practicable of the termination of this Agreement. Nothing in this paragraph shall limit either party to terminate this Agreement or otherwise void the responsibilities therein upon material breach.

III. CITY RESPONSIBILITIES. The City shall:

(A) Provide the qualified personnel to operate and maintain the System. Such operation and maintenance shall specifically include contacting the Department or EPA (or their contractors if so directed) to request transportation of contaminated groundwater collected from the Zinc Shop to the Chrome Shop, monitoring the System to assure proper functioning, monitoring chemical levels within the System, providing the chemicals necessary for operation of the System, making any repairs to the System and taking all other reasonable steps to operate the System, maintain the Site and serve the ultimate purpose of the pretreatment and final treatment of the contaminated groundwater collected and treated under this Agreement. However, the City is not responsible for the final transportation or disposal of the sludge generated by operation of the System. The City is also responsible for monitoring conditions within the System to assure the health and safety of its personnel.

(B) Provide the trained personnel, equipment, and materials required to maintain the Site in a reasonably orderly appearance. Such Site maintenance includes garbage removal, snow removal, lawn mowing, and Site security.

(C) Maintain public and non-public utilities (water, natural gas, electricity, and sanitary sewer) at the Site as required for operation and maintenance of the System.

(D) Permit the discharge of the pretreated groundwater into the sanitary sewer system and cause the final treatment of such pretreated wastewater that is discharged. It is understood that prior to the discharge of such pretreated wastewater, the City shall analyze such water to assure compliance with Section 19.034(5)(h) (Sewerage System Regulations, as may from time to time be amended), City of De Pere Municipal Code. The analysis shall be performed by persons deemed competent to perform such analysis. Such analysis shall be as suggested by the specifications for the Site. In addition, the Department may require complete laboratory testing of any sample on a quarterly basis.

(E) Obtain necessary labor and equipment to temporarily store the sludge created by the System according to federal and state law.

(F) Prepare and submit to the Department on or before the date of execution of this Agreement, a budget delineating estimated costs for services and materials to be provided by the City under this Agreement.

(G) Provide the Department with an itemized quarterly bill for services completed in that quarter. The itemized bill shall account for time by task and include the total expenses for salary, account for time by task, fringe benefits, travel and supplies necessary for the City to fulfill its responsibilities under this Agreement. In addition thereto, a ten per cent (10%) administrative charge shall be added. Said bill shall delineate the total amount to be paid by the Department and shall be sent within fifteen (15) days of the end of each federal fiscal quarter to:

Bruce Urban
Remediation and Redevelopment Team Leader
Wisconsin Department of Natural Resources
Northeast Region
P. O. Box 10448
Green Bay, WI 53703-0448
(414) 492-5860

(H) Provide the Department with a quarterly progress report for service completed each period. The progress report shall include the quantity of water treated and effluent analysis results and a summary of the operation and maintenance activities undertaken by the City. The progress report shall be sent within fifteen (15) days of the end of each federal fiscal quarter to:

Bruce Urban
Remediation and Redevelopment Team Leader
Wisconsin Department of Natural Resources
Northeast Region
P. O. Box 10448
Green Bay, WI 53703-0448
(414) 492-5860

(I) Maintain books, records, computer records, documents, and other evidence directly pertinent to performance of work under this Agreement and in accordance with generally accepted accounting principles and practices in accordance with the federal Office of Management and Budget Circulars A-87 and A-102. The City shall retain these books, records, computer records, and other evidence and the financial information and data used by the City in the preparation or support of any cost submission for ten (10) years from the termination of this Agreement or until any litigation related to the Site is completed, whichever is longer. The Department and EPA or any duly authorized representatives shall have access upon reasonable notice to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The City shall provide suitable facilities for such access and inspection.

(J) Upon request, provide witnesses and documentation of activities performed and costs incurred under this Agreement to the Department and EPA, to the greatest extent possible, during the period of performance and for ten (10) years from termination of this Agreement or until litigation related to the Site is completed, whichever is longer.

(K) Obtain the Department's approval prior to contracting for any services to be funded under this Agreement which will exceed \$25,000, and notify the Department if more than forty (40) personnel work hours per week will be required to complete activities under this Agreement.

(L) Arrange for transportation of the contaminated groundwater from the Zinc Shop to the Chrome Shop and transportation, storage, or disposal of pretreatment plant sludge upon reaching temporary storage capacity at the Chrome Shop in accordance with the terms of sec. III (E) of this Agreement. Hazardous waste

manifests for these activities will be signed by the City. Copy two (2) of the manifests, the generator retained copy, shall be sent to:

Bruce Urban
Remediation and Redevelopment Team Leader
Wisconsin Department of Natural Resources
Northeast Region
P. O. Box 10448
Green Bay, WI 53703-0448
(414) 492-5860

(M) Indemnify the Department and all of its officers, employees and agents against, and hold them harmless from, any and all claims, actions, suits, proceedings, costs, including attorney fees, expenses, damages and liabilities for injury or death of any person or persons and for loss of, or damage to, any property arising out of, or connected with, or resulting from, the occupancy, use, acts or omissions of the City's employees, agents or representatives in connection with this Agreement. This provision shall not, however, be interpreted as obligating future state legislative appropriations in a manner inconsistent with state constitutional or statutory limitations. However, the City shall not be responsible for claims or causes of action to the extent that they result from acts or omissions of the Department, its officers, employees or authorized representatives. In the event that funding for the completion of remediation of the Site ceases and an action is filed against the City to obtain remediation of the Site on the basis that the City is an "occupant" of a "facility" under the terms of this Agreement and pursuant to 42 U.S.C. ss. 9601 et seq., and if the Department is joined as a party to such an action; the Department will provide for its own defense in litigation of the action.

IV. DEPARTMENT RESPONSIBILITIES. The Department shall:

(A) Monitor the operation and performance of the System and advise the City of any changes necessary to achieve remediation of the Site in compliance with the Department's and EPA's interim and final remedial action plans.

(B) Pay, within thirty (30) days of invoicing, an amount equal to ninety five per cent 95% of the actual costs of the operation and maintenance of the System, plus ten percent (10%) administrative costs, billed on a quarterly basis, for the final treatment of the wastewater discharged and maintenance of the Site as described in section III of this Agreement and including all clerical and administrative activities undertaken by the City pursuant to this Agreement.

V. SITE ACCESS.

The Department and EPA have the authority to undertake remedial investigation and actions at the Site and have been authorized to enter the Site by the United States Bankruptcy Court of the Eastern District of Wisconsin. The City derives its right to access this Site under this Agreement. The City shall permit the Department and EPA to make physical inspections of the System in order to assure the integrity of the System in compliance with the terms of this Agreement. To avoid conflict with work activities required of the City under this Agreement, the Department and EPA will provide reasonable notice of any such inspection.

VI. COST SHARING

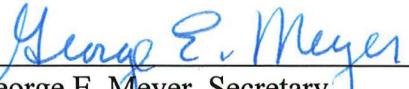
(A) For the purpose of complying with this Agreement and contingent upon receipt by the Department of funds from the EPA and the availability of funds from the Wisconsin Environmental Fund, the Department will reimburse the City for the actual allowable costs to comply with this Agreement which are incurred by the City during the period of this Agreement.

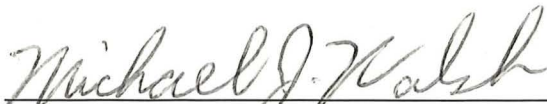
(B) Costs of operation and maintenance of the System, final treatment of the wastewater discharged, and Site maintenance as described in section III of this Agreement, shall be allocated as follows, with an annual cap calculated from October 1 of each year of this Agreement (exclusive of an additional ten per cent (10%) administrative cost) as follows::


EPA	Ninety per cent (90%)
Department	Five per cent (5%) and any costs attributable to the City's allocation which exceed the annual cap and the additional ten per cent (10%) administrative fee
City	Five per cent (5%), with an annual cap not to exceed five thousand dollars (\$5,000).

(C) In the event of termination of this Agreement because of the non-availability of Department of EPA funding, the City and the Department agree to arrange for reimbursement to the City for fifty per cent (50%) of the actual costs incurred by the City for work undertaken by the City according to the terms of this Agreement, it being understood that in no case shall the City's liability exceed five thousand dollars (\$5,000).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into this 20th day of November, 1996.


George E. Meyer, Secretary
Wisconsin Department of Natural Resources


Michael J. Walsh, Mayor
City of De Pere


David G. Minten, Clerk-Treasurer
City of De Pere

City of De Pere

Wisconsin

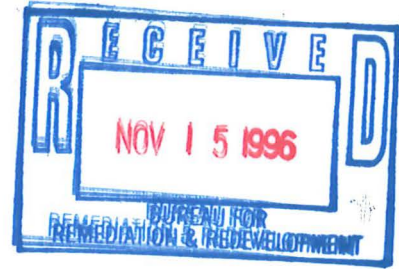
City Hall
335 South Broadway
De Pere, Wisconsin 54115-2593



Municipal Service Center
925 South Sixth Street
De Pere, Wisconsin 54115-1199

November 8, 1996

Mr. Bob Strous
Wisconsin Department of Natural Resources
Bureau of Solid and Hazard Waste Management
101 S. Webster Street
P. O. Box 7921
Madison, WI 53707-7921



Dear Mr. Strous:

The De Pere City Council, at its meeting held November 6, 1996, approved the revised version of the Intergovernmental Agreement Between the Wisconsin Department of Natural Resources and the City for the Better Brite Wastewater Pretreatment Program. The changes that the DNR suggested have been incorporated into the final document, which I am enclosing in duplicate and which has been executed by the proper City officials. Upon execution by the proper DNR officials, please return one original to me.

The City looks forward to working with the Wisconsin Department of Natural Resources on this groundwater remediation project in the future. If you or your colleagues have any further questions regarding this project or the agreement, please do not hesitate to contact me.

Sincerely,

Kevin M. Brunner
City Administrator

KMB/ja

Enclosure

City of De Pere

Wisconsin

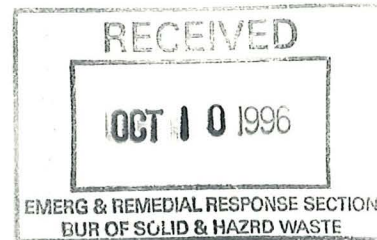
City Hall
335 South Broadway
De Pere, Wisconsin 54115-2593



Municipal Service Center
925 South Sixth Street
De Pere, Wisconsin 54115-1199

October 7, 1996

Mr. Robert E. Strous, Jr.
Unit Leader, Environmental Repair Program
Bureau for Remediation & Redevelopment
Box 7921
Madison WI 53707-7921



Re: Better Brite Agreement

Dear Bob:

Please find enclosed the proposed Amended Agreement between the City of De Pere and the Wisconsin Department of Natural Resources regarding future Better Brite site cleanup efforts here in De Pere. We have incorporated the additional responsibilities that you have requested the City of De Pere assume, as well as the 10% administrative charge the City wishes to attach to all future buildings for service. In addition, there have been some other changes made that have been suggested by our City Attorney.

It is my intent to bring this amended agreement to the City of De Pere Finance/Personnel Committee for its consideration and approval on October 15. Pending any changes requested by the Wisconsin Department of Natural Resources, this agreement would then be forwarded to the De Pere City Council for consideration and adoption at its November 5, 1996 meeting.

I apologize for the tardiness in getting this agreement back to you. We have had a very busy September here in the City of De Pere that was compounded by the resignation of the City Attorney and his subsequent leaving at the end of the month.

If you have any questions regarding the proposed agreement, please feel free to call me at 414-339-4044.

Sincerely,

Kevin M. Brunner
Kevin M. Brunner
City Administrator *ja.*

KMB/ja

Enclosure

RECEIVED

JUN 18 1996

LMD SOLID WASTE

June 14, 1996

To: Sue Coll - EPA Region V
From: Dick Kalnicky - Wisconsin DNR
Subject: Status of Better Brite Amendment Request

As we discussed on the phone earlier today, I am sending you and others the materials we have been able to put together thus far for our forthcoming Better Brite Cooperative Agreement amendment request. We would like to fund RD activities once the ROD for the RI/FS is scheduled to be completed by September 30, 1996. The RD is projected to take one year to complete--to September 30, 1997. We also want to continue the Pretreatment RA activities through September 30, 1997.

Enclosed are several items for RPM, SPM and others' review at this time:

(1) Gary Edelstein has prepared a draft SOW using the Illinois RD amendment example you provided us several weeks ago. Because the ROD isn't signed yet, some of the remedial actions required at the site aren't known yet. However, Gary has provided a complete set of tasks, deliverables and schedule for the RD work.

(2) A cost estimate of WDNR oversight of RD activities, which totals almost \$30,000. This is followed by a handwritten chart which shows the RI/FS budget status through March, 1996. This status shows that there is almost \$80,000 left for non-contractual RI/FS activities. We estimate that there will be enough left at the completion of the RI/FS to allow a rebudgeting of almost \$30,000 from RI/FS to cover all WDNR RD oversight. For contractual, there is over \$167,000 remaining as of March 31, 1996. We should be able to rebudget a portion of these costs from RI/FS to RD to pay for a portion of RD contractual costs. If Hydro Search continues its good work on the RI/FS we intend to contract with them for RD, which is allowed by EPA procurement regulations and by the method the RI/FS contract was advertised.

(3) Budget status and estimated spending on the pretreatment RA through September, 1997. As shown on this table, we expect to have plenty of funds using the current budget total to pay for both the pretreatment contractual costs and also for WDNR oversight. (As a side note, WDNR's contract with the City of De Pere for pretreatment which went into effect during November, 1991 is a 5-year contract which will need to be extended/renewed prior to November, 1996).

In conclusion, what we need for the official amendment request is an idea of the costs for RD contractual work. Please review the attached materials and provide me with any comments you have on them within the next week or so. In the meantime, Terry Evanson will be contacting Jennifer Wendel to get some initial ideas on RD costs. When we are ready, WDNR should also get some preliminary ideas from Hydro Search. I ask that EPA reserve a slot for funding the Better Brite RD amendment as it is still our intention to submit an amendment request which can become effective October 1, 1996. Thanks for your assistance.

cc: Jane Lemcke, Terry Evanson, Paul Kozol, Gary Edelstein, Kathy Erdmann-LMD

**STATEMENT OF WORK FOR
THE REMEDIAL DESIGN
AT THE
BETTER-BRITE SUPERFUND SITES in DE PERE, WISCONSIN**

June 14, 1996

1. PURPOSE

The purpose of this Statement of Work (SOW) is to set forth requirements for the Remedial Design (RD) of the remedial action set forth in the Record of Decision (ROD), signed by the Secretary of the Wisconsin Department of Natural Resources (WDNR) and the United States Environmental Protection Agency (U.S. EPA) Region 5 Regional Administrator in _____ 1996, for the Better Brite Sites. The Contractor shall follow the ROD, this SOW, the approved Remedial Design Work Plan, U.S. EPA Superfund Remedial Design and Remedial Action Guidance, and any additional guidance provided by WDNR in submitting deliverables for designing the remedial action at the Better Brite Sites.

II. DESCRIPTION OF THE REMEDIAL ACTION

The Contractor shall design the Remedial Action to meet the performance standards and specifications set forth in the ROD and this SOW. Performance standards shall include cleanup standards, standards of control, quality criteria, and other substantive requirements, criteria, or limitations including all Applicable or Relevant and Appropriate Requirements (ARARs) set forth in the ROD and SOW.

The Remedial Actions required at the sites are as follows:

- _____
- _____
- Capping the _____ site with _____, two feet of clay soil and topsoil, with the establishment of a vegetative cover;
- Installation of groundwater collection trenches and construction and operation of a groundwater treatment facility with discharge to the sanitary sewer, to contain and/or control groundwater contamination with ultimate compliance with groundwater ARARs;
- Institutional controls, such as deed restrictions or easements and site access controls that are intended to prevent access, excavation, disturbance of the newly constructed cap installation of drinking water wells;
- Monitoring of the effectiveness of the groundwater treatment system and groundwater quality; and

- Operation and maintenance of all systems.

III. TASK DESCRIPTIONS

The remedial design shall include the following tasks:

- A. Task 1: Project Planning, including RD Work Plan
- B. Task 2: Remedial Design Project Plans
 - 1. Preliminary Design Deliverables and Meeting
 - 2. 60% Progress Meeting
 - 3. 75% and Final Designs
- C. Task 3: Design Support Plans
 - 1. Ground Water Monitoring Plans
 - 2. Operations & Maintenance (O&M) Plans
- D. Task 4: Post Remedial Design Support
- E. Task 5: Project Management Activities

A. Task 1: Project Planning, including RD Work Plan

The Contractor shall prepare and submit to WDNR for approval an RD Work Plan which shall document the overall management strategy for performing the remedial design, including tasks to be performed and the estimated costs for meeting the requirements of this SOW. The RD Work Plan shall include:

1. Kick-off Meeting

The contractor shall participate in a "kick-off" meeting, either in person or via telephone conference call, as requested by the State Project Manager (SPM). Upon acceptance of this SPM, the contractor shall contact the SPM to schedule the "kick-off" meeting/conference call. Contractor shall budget for all necessary scoping meetings to participate in discussions of the SOW.

2. Description and Qualifications of Personnel

The Contractor shall describe and document the responsibility and authority of all organizations and personnel involved with the implementation.

3. Project Schedule for Completion of Tasks

The Contractor shall develop an overall project schedule, consistent with the schedule contained in Section V of this SOW for implementation of the RD/RA which identifies timing and specific dates for initiation and completion of all tasks. The Project Schedule shall be subject to approval by WDNR. Any changes to the schedule shall be approved by WDNR.

The Contractor shall develop a schedule which is as expeditious and cost effective as possible and to adapt the design to minimize disruption of the adjacent property owners' activities. The schedule proposed by the contractor shall assume that post remedial design support activities and work assignment closeout shall be completed within 12 months of issuance of this work assignment.

The Contractor may be asked to assist WDNR in gaining the access agreements necessary to carry out this remedial action. Such assistance may include: follow-up with affected property owners, answering questions on the nature and extent of activity to be performed on these properties. The contractor shall budget 40 LOE for this activity.

B. Task 2: Remedial Design Project Plans

The Contractor shall prepare construction plans and performance specifications to implement the Remedial Action at the site as described in the ROD and this SOW. Plans and specifications shall be submitted in accordance with the schedule set forth in section V below. All plans and specifications shall be developed in accordance with U.S. EPA's Superfund Remedial Design and Remedial Action Guidance (OSWER Directive No. 9355.0-4A) and shall demonstrate that the Remedial Action shall meet all objectives of the ROD and this SOW, including all Performance Standards. The Contractor shall meet regularly with WDNR to discuss design issues.

1. Preliminary Design Meeting

The Contractor shall meet with the SPM when the design effort is approximately 30% complete. The Preliminary Design discussion shall include, at a minimum, the following:

- Preliminary plans, drawings, and sketches, including design calculations;
- Design assumptions and parameters, including design restrictions, soil areas and volumes, contaminant concentrations, excavation conditions, and expected removal;
- Proposed cleanup verification methods, including methods for use of a near site laboratory to screen for soil compliance levels during excavation and compliance with Applicable or Relevant and Appropriate Requirements (ARARs);
- Outline of required specifications;
- Proposed siting/locations construction activity;
- Real estate, easement, and permit requirements;
- Preliminary construction schedule, including contracting strategy;
- Performance Standard Verification Plan outline;
- QAPP outline (to address performance/cleanup standard verification);
- Health and Safety Plan outline (modification of existing H&SP to cover RA activities);
- Contingency Plan outline.

The contractor shall provide copies of relevant documents and Technical Memoranda to the RPM several days prior to the 30% design meeting.

2. 60% Design Progress Meeting
3. 75% and Final Design Deliverables

The Contractor shall submit the 75% Design deliverable when the design effort is 75% complete and shall submit the Final Design when the design effort is 100% complete. The 75% Design shall fully address all comments made during the preliminary design meeting. The Final Design shall fully address all comments made to the 75% Design and shall include reproducible drawings and specifications suitable for bid advertisement. The Final Design shall serve as the Final Design if WDNR has no further comments and issues the notice to proceed.

The 75% and Final Design submittals shall include those elements listed for the Preliminary Design meeting, as well as, the following:

- Final design plans, drawings, and sketches, including design calculations.

C. Task 3: Support Plans

The Contractor shall submit a draft and final detailed ground water monitoring and sampling plan describing the type, frequency, location and schedule for post-remedial action ground water sampling and monitoring. The contractor shall also submit draft and final: a Contingency Plan, the Field Sampling Plan, the Ground Water Monitoring Plan, and the Construction Quality Assurance Plan as described further in Section IV below.

The Contractor shall also submit a Capital and Operation and Maintenance Cost Estimate. This cost estimate shall refine the FS cost estimate to reflect the detail presented in the Final Design.

F. Task 6: Post Remedial Design Support

This task consists of support required to prepare contract bidding documents and issue the Invitation for Bids or the Request for Proposals. the contractor shall initiate this task upon notification that the WDNR approved the Final Design (100%) deliverables. This task shall be considered complete upon the submittal of the subcontract consent package to implement the Remedial Action. A separate Remedial Action work assignment will be issued in the future for the actual remedial action implementation and groundwater monitoring. The contractor shall perform the following post remedial design activities:

- Advertise/solicit bids for construction services;
- Print and distribute to prospective bidders appropriate contract documents listed in this SOW;
- Issue amendments to contract documents mentioned in the previous bullet if, after solicitation, additional information that all bidders should be made aware of become available;
- Arrange and attend pre-bid meetings to provide clarification on plans,

specifications and contract documents to all bidders;

- Resolve bidder inquiries and document all contact with potential bidders;
- Participate in on-site visits that may be required to further clarify the services required;

G. Task 7: Project Management/Reports and Plans

The Contractor shall perform the project management of this work assignment. This includes but is not limited to the day-today management, monthly technical, financial, and schedule status reports, compliance with contract administration requirements, coordination of personnel and budget, participation in weekly status calls with the SPM, attendance at project meetings, and other administrative duties.

The Contractor shall prepare plans, specifications, and reports as set forth in Tasks 1 through Task 5 to document the design, construction, operation, maintenance, and monitoring of the remedial action. The documentation shall include, but not be limited to the following:

1. Progress Reports

The Contractors shall at a minimum provide the WDNR with monthly progress reports during the pre-design and design phases, which include:

Technical status

- a. A description and estimate of the percentage of the RD completed;
- b. Summaries of all data and results;
- c. Summaries of all changes made in the RD during the reporting period;
- d. Summaries of all problems or potential problems encountered during the reporting period;
- e. Actions being taken to rectify problems;
- f. Changes in personnel during the reporting period;
- g. Travel;
- h. Subcontractors; and,
- i. Projected work for the next reporting period.

Financial Status

- a. Actual professional hours and cost expenditures by task for the reporting period;
- b. Project to date cumulative professional hours and cost by task;
- c. Subcontractor hours and cost; and,
- d. Projections of professional hours and cost to complete each task.

Schedule status

- a. A list of project tasks with planned and actual start and

- completion dates;
- b. A schedule with planned and actual dates for milestones and submittal of deliverables to WDNR; and,
- c. Schedule variances and recommended solutions.

IV. CONTENT OF SUPPORTING PLANS

The documents listed in this section -- Contingency Plan, the Field Sampling Plan, the Ground Water Monitoring Plan, and the Construction Quality Assurance Plan -- are documents which shall be prepared and submitted by the contractor as outlined in Section III of this SOW. The following section describes the required contents of each of these supporting plans.

A. Contingency Plan

The Contractor shall submit a Contingency Plan describing procedures to be used in the event of an accident or emergency at the site. The draft Contingency Plan shall be submitted with the 75% design and the final Contingency Plan shall be submitted with the final design. The Contingency Plan shall include, at a minimum, the following:

1. Name of the person or entity responsible for responding in the event of an emergency incident.
2. Plan and date (s) for meeting (s) with the local community, including local, State and Federal agencies involved in the cleanup, as well as local emergency squads and hospitals.
3. First aid medical information.
4. Air Monitoring Plan.
5. Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable) , as specified in 40 CFR Part 109 describing measures to prevent and contingency plans potential spills and discharges from materials handling and transportation.

B. Construction Quality Assurance Plan

The Contractor shall submit a Construction Quality Assurance Plan (CQAP) which describes the site specific components of the quality assurance program which shall ensure that the completed project meets or exceeds all design criteria, plans, and specifications. The draft CQAP shall be submitted with the pre-final design and the final CQAP shall be submitted with the final design. The CQAP shall contain, at a minimum, the following elements:

1. Responsibilities and authorities of all organizations and key personnel involved in the design and construction of the Remedial Action.
2. Qualifications of the Quality Assurance Official to demonstrate he possesses the training and experience necessary to fulfill his identified responsibilities.

3. Protocols for sampling and testing used to monitor construction.
4. Identification of proposed quality assurance sampling activities including the sample size, locations, frequency of testing, acceptance and rejection data sheets, problem identification and corrective measures reports, evaluation reports, acceptance reports, and final documentation. A description of the provisions for final storage of all records shall be included.
5. Reporting requirements for CQA activities shall be described in detail in the CQA plan. This shall include such items as daily summary reports, inspection data sheets, problem identification and corrective measures reports, design acceptance reports, and final documentation. Provisions for the final storage of all records shall be presented in the CQA plan.

The QAPP and the Health and Safety Plan shall refer/modify existing plans.

V. DELIVERABLES/SCHEDULE

A summary of the project schedule and reporting requirements contained in this SOW is presented below:

<u>Task/Submission</u>	<u>Due Date</u>
<u>Pre-Design Phase</u>	
RD Work Plans	Thirty (30) calendar days after acceptance of work assignment
<u>Design Phases</u>	
Preliminary Design Meeting	Sixty (60) calendar days after WDNR's approval of Final RD Work Plans
Progress Meeting to discuss Treatment System Design	Ninety (90) days after WDNR's approval of Final RD Work Plans.
Intermediate Design (75%) Deliverables	One-Hundred Fifty (150) calendar days after receipt of WDNR's comments on the Final RD Work Plans
Final Design (100%)	Forty-five (45) days after receipt of WDNR's comments on the 75% Design
Draft Ground Water Monitoring and O&M Plans	Thirty (30) days after WDNR's approval of Final Design
Final Ground Water Monitoring and O&M Plans	Twenty (20) days after receipt of WDNR's comments on the Draft Ground Water Monitoring Plan
Post Remedial Design Support	Schedule as approved in RD Work Plan.
Progress Reports	Monthly

Specific due dates for WDNR receipt of Contractor prepared deliverables will be established after work assignment issuance. The work assignment shall be completed within 12 months of issuance.

VI. WDNR CONTACT

The WDNR contact for this work assignment is _____.
He can be reached at _____.

BETTER BRITE REMEDIAL DESIGN COST ESTIMATE June, 1996

Personnel	Salary	Hours	Cost
Waste Mgmt. Eng. Adv.	\$22.30	160	\$3,568
Hydrogeologist Obj.	\$18.04	580	\$10,463
Env. Eng. Spec. Sup. 7	\$23.67	40	\$947
Natural Res. Mgr. 1	\$29.87	20	\$597
		800	\$15,575
Totals		800	\$15,575

Fringe Benefits @ 36.96% of salary \$5,757

Travel/Lodging/Meals

Origin/Destination	Staff #	Trips #	Cost
Madison/Green Bay	1	4	\$300
Green Bay/Chicago	1	1	\$300
Madison/Chicago	1	1	\$100
Green Bay/Madison	1	2	\$150
		Total	\$850

Supplies @ 6% of Personnel \$935

Contractual

Other (phone, mail, etc.) @ 7% of Personnel \$1,090

Total Direct Charges \$24,207

Indirect Costs @ 24.08% of Salary and Fringe \$5,137

Total Costs \$29,344

Better Brite RI/FS Budget Status 6/10/96

	<u>Budget #</u>	<u>as of 3/96 Spent #</u>	<u>Remaining #</u>
Salary	\$ 113,614	\$ 79,305	\$ 34,309
Fringe	37,996	25,548	12,448
Travel	18,414	2,603	15,811
Supplies	3,265	1,452	1,813
Contract	769,675	601,992	167,683
Other	3,652	2,667	985
Total Direct	946,616	713,567	233,049
Indirect	40,046	25,667	14,379
Grand Total	986,662	739,234	247,428

BETTER BRITE PRETREATMENT RA BUDGET STATUS

June 14, 1996

<u>Cost Category</u>	<u>Budget \$</u>	<u>Spent 3/96</u>	<u>Needs to 9/97</u>	<u>Spent 9/97</u>
Personnel	\$31,550	\$18,055	\$8,118	\$26,173
Fringe	11,115	5,906	3,000	8,906
Travel	985	682	270	952
Supplies	932	448	487	935
Contractual	312,008	159,583	55,255	214,838
Other	1,134	559	568	1,127
Total Direct	357,724	185,233	67,698	252,931
Indirect	10,128	5,337	2,677	8,014
Grand Total	367,852	190,570	70,375	260,945

Needs assume 300 hours/year of salary x 1.50 years

Salary = 450 hours @ \$18.040/hour = \$8,118

Fringe = salary x 0.3696 = \$3,000

Travel = 1 trip/month to DePere from Green Bay = 18 trips @ \$15/trip = \$270

Supplies = 6% of salary = \$487

Contractual = \$36,837/year (average rate of spending so far) x 1.50 years = \$55,255

Other = 7% of salary = \$568

Indirect = (salary + fringe)(0.2408) = \$2,677

Conclusion is that there are enough funds in the current Pretreatment RA budget to continue Pretreatment RA activities through the end of the RD phase which is projected to end 9/30/97.

6/20/94 K.S.

FYI — EXAMPLE OF EPA
TRANSFER OF DUTIES WHICH
EPA CANNOT
LIABILITY
Paul



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

JUN 09 1994

REPLY TO THE ATTENTION OF:

Colonel Michael S. Meuleners
District Commander
U.S. Army Engineer District, Omaha
215 North 17th Street
Omaha, NE 68102

Dear Colonel Meuleners:

On behalf of the U.S. Environmental Protection Agency (EPA), I hereby authorize and direct employees of the Rapid Response Resident Office CEMRO-CD-ER as employees of the U.S. Army District, Omaha, Nebraska, to execute any and all manifests for the transport of waste materials being removed from the Oconomowoc Electroplating Superfund site in Ashippun, Wisconsin.

This authority applies to the execution of any other documents including, but not limited to Land Disposal Restriction Customer Notification and Certification forms, Waste Profile Sheets, and unique forms required by state regulatory authorities, necessary or incidental to the completion of the manifests for the transportation and disposal of wastes.

This authorization and direction does not transfer any liability to the U.S. Army Engineer District, Omaha. The U.S. EPA will rely upon the employees of the Rapid Response Resident office CEMRO-CD-ER to properly perform the duties of this agency in relation to the manifests and related documents.

If you have any questions, please contact me at (312) 886-6157.

Sincerely

Thomas G. Williams, P.E.
Remedial Project Manager

cc: P. Kozol, WDNR

**SPECIFICATIONS AND SCOPE OF SERVICES
GROUNDWATER MONITORING AND TRANSFER, BETTER
BRITE NPL SITE, DE PERE, WI**

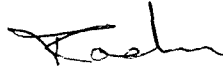
INTENT

It is the intent of the Department of Natural Resources (Department) to contract with the appropriate entity to provide for the coordination of the collection, transport and process treatment of contaminated groundwater at the Better Brite Site.

BACKGROUND

The Better Brite Site consists of the Chrome Shop and the Zinc Shop. The Chrome shop is located at 315 South 6th Street and the Zinc Shop is located at 519 Lande Street in the City of De Pere, Brown County, Wisconsin (See Figure 1). The shops are located about 2000 feet apart in Sections 21 and 28 in De Pere Township (T23N, R20E) and consist of 1.5 acres and 0.5 acres for the Chrome and Zinc Shops respectively. Both plating shops are currently decommissioned, and all buildings and manufacturing equipment have been removed from the sites.

**Better Brite
Groundwater Transfers**



The sump at the Zinc Shop can generally be expected to require pumping every two to three weeks. However, in the spring and possibly in the fall (periods of melting or high precipitation) transfers may be needed more frequently.

The City of DePere is responsible for the operation of the pretreatment plant. They are not responsible for transferring water from the Zinc Shop to the Chrome Shop.

At this time the City has agreed to check the water level in the sump approximately once a week. They will generally call on Mondays to let you know the water level. If the water level is around 17 feet 5 inches there is enough water to make a transfer worthwhile. This level will provide around 3500 gallons. As I remember it, around 17 feet you will get approximately 5000 gallons (The closer to the ground surface, the more water available).

A field book is available to keep track of all groundwater transfers.

Once you have decided there is, or will be, enough water, call Javco to arrange a transfer date and time (Contact Nancy). You may want to request a truck of a specific size - generally a 3500 gallon truck (If lots of water is available, possibly a 5000 gallon truck - generally try and avoid their 2000 gallon truck). We are supposed to give them at least three days notice.

Let the City of DePere (Mike Kersten) know the date of the transfer so they can make sure there are empty tank(s) at the pretreatment facility.

Meet the truck at the Zinc Shop at the designated time for the transfer, making sure you bring the keys. Measure the depth to water (tape measure provided) to the nearest inch and then let Javco fill the truck. Make sure that Javco cleaned out their truck before putting any water in it. This can be done by having Javco open up the truck for a visual inspection by you or by believing the driver when you ask him if the truck is clean. Try and avoid sucking up the plastic at the bottom of the sump. Use containers to collect small amount of spillage.

Javco is to provide prepared manifests for a given transfer. You may want to warn them if you expect more than one transfer during a given day so they can bring additional manifests. After the truck is full sign the manifest as generator (WDNR as agent for U.S. EPA) and note an estimate of the volume being transferred. Have the Javco driver carry the manifest to the Chrome Shop.

Measure the depth to water before leaving the Zinc Shop to have some idea how much water is left in the sump. If still around 17 feet 5 inches, consider a second transfer. Make sure the sump and shed at the Zinc Shop are locked.

At the Chrome Shop have Javco hook up their hose to the outside valve/fixture. Dedicated hoses are available at both the Zinc Shop and the Chrome Shop. Before transferring any water into the holding tank do the following:

- Make sure all valves on the reaction tank are closed (turned perpendicular to the piping);
- Make sure valve to the holding tank is open
- Make sure there is room in the holding tank to accept the water you are going to add.
 - If there is too much water in the holding tank, consider transferring water to the reaction tank before adding water to the holding tank. (Only if the water in the reaction tank is not at some step in the treatment process - If there is a question contact the City of DePere).
 - Until a cover is put on the holding tank, make sure that it is less than 1/2 full before adding water. Otherwise it will splash all over the place.
- Place containers under both the truck end and the valve end to the building to pickup any small spillage. Any water obtained in this manner can be poured into the floor sump within the building for later treatment.
- Note the volume of water in the holding tank. This will allow a better measurement of the volume transferred.
- Turn on the building ventilation fans. The switch to the large room fan is on the wall near the control panel and the switch to the reaction tank fan is next to the light switch by the door.

Let the transfer begin. Consider watching the beginning of the transfer from on the ladder. If lots of black oily stuff comes out, chances are the truck wasn't too clean. You are bound to get a slight sheen on the water from any transfer.

During the transfer keep an eye on the pressure gauge near the water transfer valve. If the pressure shoots up there is a problem. More than likely this means that the strainer is clogged. This can be opened and cleaned out without too much work (make sure it is not under pressure). It is possible to get rust etc from the tanker truck into the strainer in enough quantity to clog it.

When they are done pumping water to the holding tank, make sure they rinse out their truck using the hose from inside the building. Have them transfer any rinse water into the holding tank.

Once the transfer is complete sign the manifest as treating facility (WDNR as agent for U.S. EPA). The Javco driver gets the last copy you keep the rest. If the original volume estimate proves to be incorrect, note the actual amount transferred on the manifest.

Fill in the sign-in/sign-out sheet, fill in the activities book at the pretreatment facility and note the amount transferred etc in your logbook.

To transfer water from the holding tank to the reaction tank turn on the holding tank mixer (switch on the wall) before beginning the transfer. This avoids having a lot of solids settle at the bottom of the holding tank. The transfer pump switch is located on the control panel. Basically don't mess with this stuff unless you have to. Make sure you lock up the building and the gate. Also make sure you turn everything off before you leave, except, it doesn't hurt to leave the fans on.

Things to do when you return to the office include the following:

- Send copies 1 and 3 of the manifest to the WDNR (Attn: Kathy Thompson SW/3). A cover letter is available on the PC.
- File The remaining copies of the manifest in the generator and facility files.
- Call the City of DePere and let them know how much water is now at the pretreatment facility so they can schedule their work.

Javco invoices after each shipment. There is a purchase order in effect for payment.

When there is enough filter cake stored at the site it can be disposed of through Chemical Waste Management. There is a Purchase Order available for payment.

Here are some phone numbers that may be needed.

Paul Kozol	WDNR	608-264-6013
Nancy	Javco	414-434-6393
Mike Kersten	City of DePere	414-339-4094
Better Brite Pretreatment Plant		414-336-2185
Walter Nied	EPA Emergency	312-886-4466
David Linnear	EPA Remedial	312-886-1841
Frank Schultz	Chem Waste	609-243-7977
	Accounting	
Jeff Nelson	Chem Waste	414-761-3438
	Site Rep	

**Solid and Hazardous Waste
Program Approval Routing**

Program Superfund

Please note: Two originals are attached

Approved

Date

Author

Katherine Freiberg

11/18/95

**Unit Leader/
Lead Worker**

Section Chief

Richard A. Kalnicky for MFG

11/17/95

**Bureau Director's
Office**

P. Pichei

11/17/95

(My thanks to Rich for his explanatory note)

Division Adm.

Sylvester

11/25

Secretary

JMM

11/24

Please return to

Kate Freiberg

SW/3 for mailing

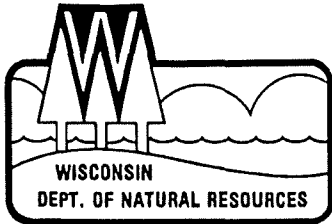


To: Susan Sylvester, George Meyer
From: Dick Kalnicky

Attached are 2 copies of a Termination Agreement for the Better Brute State Superfund Contract (SSC). The SSC was signed by EPA and WDNR in 1991 but was never executed because no Record of Decision (ROD) existed for this Superfund site.

Instead, WDNR obtained a cooperative agreement (CA) from EPA to fully fund remedial investigation/feasibility study work and fund 90% of the pretreatment operation and maintenance costs at the facility. The City of De Pere and WDNR entered into an agreement to split the remaining 10% of O&M costs. This CA, obtained in late 1991, continued to fund these costs. The agreement between De Pere and WDNR also continued for the O&M costs.

In mid-1995, we agreed with EPA Superfund program managers that the SSC had never been utilized and that we should jointly prepare and sign a SSC termination agreement. So the result is the attached termination agreement, which will void the original SSC once signed by Secretary Meyer and EPA Region V. This action is unusual, but is legally necessary to void the SSC.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor
George E. Meyer, Secretary

Box 7921
101 South Webster Street
Madison, Wisconsin 53707-7921
TELEPHONE 608-266-2621
FAX 608-267-3579
TDD 608-267-6897

July 30, 1996

FILE REF: BRR

Kevin M. Brunner
City Administrator
335 South Broadway
De Pere, WI 54115-2593

SUBJECT: Better Brite Operation & Maintenance

Dear Mr. Brunner:

Thank you for the opportunity to review the progress of the Better Brite sites and to discuss the continuation of the Operation & Maintenance Agreement at our meeting on July 15th. Paul Kozol and I look forward to the upcoming public meeting and ultimately moving into the remedial phase of this project. I believe Paul has sent you the Fact Sheet and other information you requested.

As we discussed, the current O&M agreement runs through November of this year. Since the Final Remedial Action will not begin for a year or two, it is necessary to renew the O&M agreement. Also as we discussed, we would like to expand the scope of the O&M agreement to include other tasks that are currently being performed by DNR staff.

I propose we renew the agreement of November 13, 1991, essentially continuing the tasks the city is currently performing and adding the following:

Under Section III. CITY RESPONSIBILITIES

When the water level in the Zinc Shop sump reaches 17'5", contact the transfer contractor (Javco) and coordinate a transfer date and time.

Meet the contractor's transfer truck on the prearranged day and provide access for water transfer at the Zinc Shop and the Chrome Shop.

Oversee the transfer, sign the manifests, and lock down the shops after all work is completed.

Process the appropriate paperwork (send out copies).

Arrange for the pickup of the filter cake by the removal/disposal contractor (AETS), and process the necessary paperwork (sign manifest, etc.).

The above tasks are currently being performed by DNR staff. In our meeting on July 15th you asked what amount of time we estimate this work will require. I discussed these tasks with Kathy Erdman of the Lake

Michigan District who is doing this work. She told me over the past quarter year she has spent about 50 hours on Better Brite. This, she explained, should be viewed as a "high end" estimate since she had some non-routine contract issues that took up some of her time

Furthermore, you asked about the final disposition of the filter cake from the treatment process. Our contractor AETS (formerly Chemical Waste Management) hauls this material to its Controlled Waste facility in Menominee Falls, Wisconsin where it is further treated (I believe it is stabilized, rendering it non-hazardous) and then it is deposited in the Orchard Ridge RDF (non-haz waste landfill in Wisconsin).

If you have other questions about the Operation & Maintenance Agreement for the Interim Remedial Action at the two Better Brite sites, please let me know. I look forward to any comments you have regarding the proposed continuation of this agreement. I will redraft the agreement once I have received your concurrence/comments on the additional tasks outlined above. Feel free to call me to discuss any aspect of this agreement. My telephone number is 606/266-2699.

Sincerely,



Robert E. Strous Jr.
Unit Leader, Environmental Repair Program
Bureau for Remediation & Redevelopment

cc: David Benner, City of DePere
Jim Kalny, City of DePere
Mark Giesfeldt RR/3
Jane Lemcke RR/3
Bruce Urben NER
Paul Kozol RR/3
Kathy Erdman NER