



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

APR 07 1995

REPLY TO THE ATTENTION OF

HS-6J

Thomas Ortciger, Director
Illinois Department of Nuclear Safety
1035 Outer Park Drive
Springfield, Illinois 62704

Dear Mr. Ortciger:

Enclosed for your signature is the Letter of Agreement between the U.S. Environmental Protection Agency (U.S. EPA) and the Illinois Department of Nuclear Safety (IDNS). The purpose of this two-party agreement is to delineate the roles and responsibilities of U.S. EPA and IDNS with respect to the verification surveys IDNS will be performing at the Kerr-McGee Residential Areas Removal Site. The Letter of Agreement includes a description of the Site (Appendix A) and a Statement of Work (Appendix B).

Excavation work at the Kerr-McGee Residential Areas Site is scheduled to begin during the week of April 17, 1995. U.S. EPA and IDNS must have a signed Agreement to ensure that the framework for verification activities is in place so that removal work can begin on schedule. In order to avoid any start-up delays please forward the signed Agreement to me no later than April 12, 1995. Although this is a very short turnaround time for signature, key managers and staff from both of our Agencies have worked very closely to ensure that these documents accurately reflect our legal and technical responsibilities.

The Office of Superfund sincerely appreciates the verification surveys IDNS will be conducting during the course of the removal action at the Kerr-McGee Residential Areas Site. If you have questions regarding any of the documents please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lynn Traub".

Lynn Traub
Associate Division Director
Office of Superfund

Enclosure

**LETTER OF AGREEMENT FOR REMOVAL ACTION ASSISTANCE
AT THE KERR-MCGEE RESIDENTIAL AREAS REMOVAL SITE
BETWEEN THE ILLINOIS DEPARTMENT OF NUCLEAR SAFETY
AND
THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

A. AUTHORITY

This Agreement is entered into pursuant to the Comprehensive Environmental Response,, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 to 9675; the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, ("NCP"); other applicable Federal regulations, and the Intergovernmental Cooperation Act, 5 ILCS 220 et seq.

B. PURPOSE

1. This Agreement is a two-party agreement between the United States Environmental Protection Agency ("U.S. EPA") and the Illinois Department of Nuclear Safety ("IDNS") for the IDNS to provide verification surveys for a Responsible Party ("RP") removal of contaminated soils at the Kerr-McGee Residential Areas Removal Site.
2. Attached hereto and incorporated herein as Appendix A is a description of the Site.
3. Attached hereto and incorporated herein as Appendix B is a Statement of Work ("SOW") to be performed under this Agreement.
4. The purpose of this Agreement is to delineate the roles and responsibilities of the two parties.
5. This Agreement will become effective upon execution by the IDNS and the U.S. EPA and shall remain in effect until completion of the activities described in the SOW.

C. PARTIES

1. This Agreement is entered into by the IDNS and the U.S. EPA. IDNS has the legal authority to enter into and to fulfill the terms of this Agreement on behalf of the State.

2. The U.S. EPA has designated Rebecca Frey, Remedial Project Manager/On-Scene Coordinator (RPM/OSC), U.S. EPA, 77 West Jackson Blvd., Chicago, Illinois, 60604, (312) 886-4760, to serve as the federal contact for this project.
3. The IDNS has designated Richard Allen, Illinois Department of Nuclear Safety, 1035 Outer Park Drive, Springfield, Illinois, 62704, (217) 782-1322, to serve as the IDNS Project Coordinator for this project.

D. U.S. EPA RESPONSIBILITIES

1. The U.S. EPA shall, at its own cost and expense, furnish the necessary personnel, materials, services, and facilities to perform its other responsibilities under this Agreement and the attached SOW.
2. The U.S. EPA shall consult with the IDNS Project Coordinator on matters relating to the implementation of the work described in the SOW.

E. IDNS RESPONSIBILITIES

1. In addition to its obligation established throughout this Agreement and the attached SOW, the IDNS shall, at its own cost and expense, furnish the necessary personnel, materials, services and facilities to perform its responsibilities under this Agreement. None of the expenses incurred by the IDNS in performing these other responsibilities will be paid for or be reimbursed from the Hazardous Substance Response Trust Fund established by Section 211 of CERCLA, nor counted toward any cost-sharing requirements under this Agreement or any future contracts or cooperative agreements relating to this Site. In the event that IDNS becomes unable to obtain reimbursement for verification surveys pursuant to state authorities, this Agreement will be terminated or modified to provide for another funding mechanism agreed to by the parties.
2. Pursuant to Section 121(e) of CERCLA, no Federal, State or local permit shall be required for the portion of any removal or remedial action conducted entirely on-Site.

F. REMOVAL ACTION

The terms of this Agreement shall not restrict any removal activities conducted pursuant to the National Contingency Plan, 40 C.F.R., §300.415. The U.S. EPA, in consultation with the IDNS, can suspend the activities described in the SOW during any removal actions.

G. PERSONNEL SAFETY

The IDNS shall develop and oversee the implementation of a site safety plan for the activities it will conduct at the Site pursuant to this Agreement and the SOW.

H. ACCESS TO THE SITE

1. The IDNS agrees, to the extent of its legal authority, to assist U.S. EPA or its contractors in securing access and/or easements to all rights-of-way necessary to complete the response actions undertaken pursuant to this Agreement.
2. To the extent possible, access agreements or easements developed by the U.S. EPA or the State will make provision for access by the State or the U.S. EPA. To the extent practicable, the U.S. EPA and the State will coordinate visits to the Site for the purposes of reviewing the status of work performed under this Agreement.
3. The U.S. EPA shall not be responsible for any harm to any State representative or other person arising out of, or resulting from any act or omission by the State in the course of an on-Site inspection.
4. The State shall not be responsible for any harm to any U.S. EPA representative, or other person arising out of, or resulting from any act or omission by the U.S. EPA in the course of an on-Site inspection.

I. AVAILABILITY OF INFORMATION

1. At the U.S. EPA's request and to the extent allowed by State law and IDNS policy, the State shall make available any information in its possession concerning the Site. If said information was submitted by the State under a claim of confidentiality or other claim of exemption from public release, said information shall be treated in accordance with 40 C.F.R. Part 2.

Absent such a claim, the U.S. EPA may make said information available to the public without further notice.

2. At the State's request and to the extent allowed by Federal law, the U.S. EPA agrees to share information, data, and reports developed or obtained by U.S. EPA or its contractors as part of U.S. EPA's responsibilities under this Agreement. The State agrees not to release any information, data, or reports prepared pursuant to this Agreement which are specifically exempt from disclosure under Illinois Statutes unless approved by both the U.S. EPA's Region V Office of Regional Counsel and the State Project Coordinator.

J. THIRD PARTIES

1. This Agreement is intended to benefit only the State of Illinois and the U.S. EPA. It extends no benefits or rights to any other party.
2. The U.S. EPA does not assume any liability to third persons for losses due to bodily injury or property damage that exceeds the limitations contained in the provisions of 28 U.S.C. Sections 1346(b), and 2671-2680. To the extent permitted by State law, the State does not assume liability to any third persons for losses due to bodily injury or property damage.

K. NEGATION OF AGENCY RELATIONSHIPS

Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of agency between U.S. EPA and the State. Any standards, procedures, or protocols prescribed in this Agreement to be followed by the U.S. EPA contractors during the performance of its obligations under this Agreement are for assurance of the quality of the final product of the actions contemplated by this Agreement and do not constitute a right to control the actions of the U.S. EPA. The U.S. EPA (including its employees, agents, and contractors) is not authorized to represent or act on behalf of the State in any matter relating to the subject matter of this Agreement; and the State (including its employees, agents and contractors) is not authorized to represent or act on behalf of the U.S. EPA in any matter relating to the subject matter of this Agreement.

L. ENFORCEMENT AND COST RECOVERY

1. The U.S. EPA and the State agree that, with respect to the claims which each may be entitled to assert against any third persons (herein referred to as the "responsible party", whether one or more) for reimbursement of any services, materials, monies or other thing of value expended by U.S. EPA or the State for response activity at the Site described in this Agreement, neither U.S. EPA nor the State will enter into a settlement with or initiate a judicial or administrative proceeding under CERCLA against a responsible party for the recovery of such sums except after having given notice in writing to the other party to this Agreement not less than thirty (30) days in advance of the date of the proposed settlement, or commencement of the proposed judicial or administrative proceedings. Neither party to this Agreement shall attempt to negotiate for or collect reimbursement of any response costs expended by the other party, and authority to do so is hereby expressly negated and denied.
2. The U.S. EPA and the State agree that they will cooperate in and coordinate efforts to recover their respective costs of response actions taken at the Site described herein, including their negotiation of settlement and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, except any documents or information which may be confidential under the provisions of any applicable State or Federal law or regulation. This agreement shall not include actions taken by the State to recover costs under the Uranium and Thorium Mill Tailings Control Act, 420 ILCS 42/1 et seq. and the Radiation Protection Act of 1990, 420 ILCS 40/1 et seq.
3. The U.S. EPA and the State agree that any judicial action taken by either party, pursuant to CERCLA, against a potentially responsible party for recovery of any sums expended in response actions at the Site described herein, shall be filed in the United States District Court for the Judicial District in which the Site described in the Agreement is located, or in such other Judicial Districts of the United States District Courts as may be authorized by Section 113 of CERCLA, and agreed to in writing by the parties to this Agreement.

4. Signature of this Agreement does not constitute a waiver of U.S. EPA's right to bring an action against any person or persons for liability under Sections 106 or 107 of CERCLA, or any other statutory provision or common law.

M. AMENDMENTS

Any further modifications to this Agreement must be agreed to, in writing, by both parties.


N. RESOLUTION OF DISPUTES

1. Any disagreement arising under this Agreement shall be resolved to the extent possible by the U.S. EPA RPM/OSC and the IDNS Project Coordinator.
2. If any such disagreement cannot be resolved by the U.S. EPA RPM/OSC and the IDNS Project Coordinator, it shall be referred to the U.S. EPA Region V Superfund Associate Division Director for final resolution.
3. The decision of the U.S. EPA Region V Superfund Associate Division Director will constitute the final U.S. EPA action, unless the IDNS files a request for review of that decision with the Regional Administrator, U.S. EPA, Region V, within thirty (30) calendar days.

O. TERMINATION OF THE AGREEMENT

1. The parties may enter into a termination agreement which will establish the effective date for the termination of this Agreement.
2. If at any time during the period of this Agreement, performance of either all or part of the work described in the SOW is voluntarily undertaken, or undertaken for any other reason by persons or entities not party to this Agreement, this Agreement will be modified or terminated as appropriate to allow these actions and, upon modification or termination, shall relieve the parties of further duties to perform those actions undertaken by persons or entities not party to this Agreement. In the event that IDNS becomes unable to obtain reimbursement for verification surveys pursuant to state authorities, this Agreement will be terminated or modified to provide for another funding mechanism agreed to by the parties.

- 3. This Agreement remains in effect until U.S. EPA determines that all activities described in the SOW have been satisfactorily completed.



Jo-Lynn Traub, Associate Division Director
Office of Superfund
U.S. Environmental Protection Agency
Region V

4/7/95

Date

Thomas Ortziger, Director
Illinois Department of Nuclear Safety

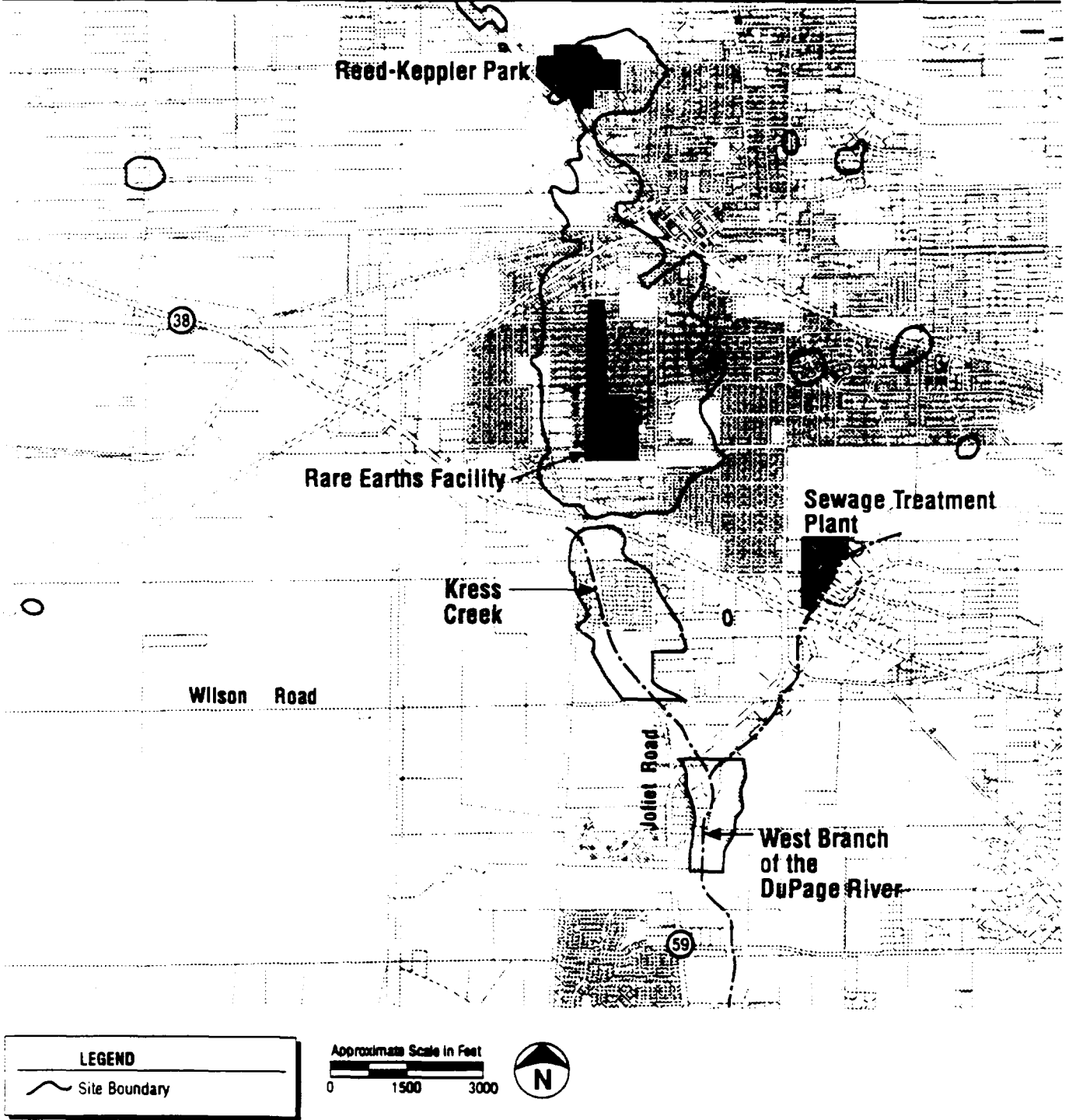
Date

APPENDIX A

SITE DESCRIPTION KERR-MCGEE RESIDENTIAL AREAS REMOVAL SITE

The Kerr-McGee Residential Areas Removal Site is defined as all properties within the Kerr-McGee Residential Areas NPL Site and the Kerr-McGee Kress Creek NPL Site at which U.S. EPA determines that Kerr-McGee Chemical Corporation shall perform Excavation and Restoration Phase Work pursuant to the Unilateral Administrative Order issued to Kerr-McGee on November 18, 1994.

The Kerr-McGee Residential Areas NPL Site encompasses residential, institutional, commercial and municipal properties in and around West Chicago, Illinois, contaminated by thorium mill tailings from the Kerr-McGee Rare Earths Facility. The current Residential Areas Site study area is shown in Figure 1-1.



SOURCE: CH2M HILL's Feb.1994
"Work Plan for the Engineering
Evaluation/Cost Analysis and
Remedial Investigation/
Feasibility Study"

Figure 1-1
Site Map

APPENDIX B

STATEMENT OF WORK FOR NON-TIME-CRITICAL REMOVAL ACTION VERIFICATION PHASE WORK AT THE KERR-MCGEE RESIDENTIAL AREAS REMOVAL SITE WEST CHICAGO, ILLINOIS

I. PURPOSE

The purpose of this Statement of Work (SOW) is to set forth the requirements for verification of non-time-critical removal actions at the Kerr-McGee Residential Areas Removal Site (Site). By way of the Letter of Agreement to which this SOW is attached, the United States Environmental Protection Agency (U.S. EPA) and the Illinois Department of Nuclear Safety (IDNS) have agreed that IDNS, in partnership with U.S. EPA, will perform the verification activities associated with the removal activities conducted by Kerr-McGee Chemical Corporation (Kerr-McGee) at the Site. Requirements for the verification work are outlined in this SOW and in the document entitled "Action Criteria for Superfund Removal Actions at the Kerr-McGee Residential Areas Site" (Action Criteria Document) finalized by U.S. EPA in November 1993.

II. DESCRIPTION OF THE NON-TIME-CRITICAL REMOVAL ACTIONS

The activities associated with the non-time-critical removal actions at the Site are being conducted in three concurrent phases. IDNS shall conduct one phase of the work, as generally described in paragraph II.C. below, to ensure that Kerr-McGee has met the Verification Criteria contained in the Action Criteria Document. U.S. EPA and Kerr-McGee will conduct other phases of the work, as generally described in paragraphs II.A. and II.B. below:

A. DISCOVERY AND CHARACTERIZATION PHASE

During this phase, U.S. EPA will survey, sample and test properties in the West Chicago area to determine which properties exceed the Discovery and Characterization Criteria contained in the Action Criteria Document. Based on the results of those surveys, samples and tests, U.S. EPA will identify properties that exceed the Discovery and Characterization Criteria and, therefore, require Excavation and Restoration Phase work. U.S. EPA will notify Kerr-McGee which properties U.S. EPA determines require Excavation and Restoration Phase work. The notification U.S. EPA provides to Kerr-McGee may be in either hardcopy or electronic format and will include appropriate information about the properties that U.S. EPA gathers during this phase. Within thirty (30) days of the effective date of the Unilateral Administrative Order issued to Kerr-McGee on November 18, 1994, U.S. EPA will provide to Kerr-McGee an initial list of

properties that the U.S. EPA has determined require Excavation and Restoration Phase work. Thereafter, U.S. EPA will provide such notification to Kerr-McGee on a routine basis as discovery/characterization activities continue.

B. EXCAVATION AND RESTORATION PHASE

During this phase, Kerr-McGee will remove contaminated materials from each property that U.S. EPA determines exceeds the Discovery and Characterization Criteria and notifies Kerr-McGee pursuant to paragraph II.A. requires Excavation and Restoration Phase work. As used in this SOW, "contaminated materials" means soils that exceed the Discovery and Characterization Criteria and any other materials (e.g., concrete or wood) that have become contaminated with hazardous substances as a result of the thorium mill tailings at the Site. Kerr-McGee will excavate contaminated materials from each such property to levels that meet the Verification Criteria contained in the Action Criteria Document. Prior to backfilling any excavated area with clean soil, Kerr-McGee will notify U.S. EPA that Kerr-McGee believes the Verification Criteria have been met at that area. U.S. EPA/IDNS then will conduct verification activities (described below) to confirm that Kerr-McGee has met the Verification Criteria. If U.S. EPA, in consultation with IDNS, determines that the Verification Criteria have not been met, Kerr-McGee will conduct additional excavations as necessary to meet the Verification Criteria. If U.S. EPA, in consultation with IDNS, determines that the Verification Criteria have been met at any excavated area, U.S. EPA will so notify Kerr-McGee, and Kerr-McGee will backfill the excavation with clean soils and will restore the property, to the extent practicable, to its original condition or such other condition as the property owner may have approved in writing.

C. VERIFICATION PHASE

During this phase, IDNS, in partnership with U.S. EPA, shall conduct sampling, surveying and testing activities to determine whether the Verification Criteria have been met at all properties undergoing the Excavation and Restoration Phase work. IDNS shall conduct this phase of the project at each such property: 1) after excavation work but before backfilling and restoration work, i.e., after Kerr-McGee notifies U.S. EPA that it believes it has met the Verification Criteria; and 2) after backfilling of the excavation. For the verification activities that occur in the open excavation, U.S. EPA will notify Kerr-McGee whether the Verification Criteria have been met so the excavation may be backfilled and the property restored.

A more detailed description of the tasks to be conducted by IDNS during the Verification Phase is provided below:

1. Access to Properties

For the properties that U.S. EPA designates for Excavation and Restoration Phase work and for which U.S. EPA did not obtain access for such work, Kerr-McGee will use its best efforts to obtain written permission for access onto the property. If Kerr-McGee, after using its best efforts, is unable to gain access to the property, U.S. EPA may use its authorities to gain access. Upon request by U.S. EPA, IDNS shall assist U.S. EPA in gaining access to properties.

2. Verification Work: After Excavation, Before Backfilling

For each property at which excavation work has occurred, Kerr-McGee will notify U.S. EPA when Kerr-McGee believes, based on its pre-verification procedures, that excavation work at that property is complete. U.S. EPA will then notify IDNS that verification work is needed at the property. IDNS shall survey and sample the property to collect sufficient information to enable U.S. EPA to determine whether Kerr-McGee has met the Verification Criteria contained in the Action Criteria Document that apply to the open excavation. IDNS shall report its findings to U.S. EPA in a timely manner along with all supporting documentation. If U.S. EPA, in consultation with IDNS, determines that the Verification Criteria have been met, U.S. EPA will so notify Kerr-McGee, and Kerr-McGee will backfill the excavation with clean soils and restore the property. If U.S. EPA, in consultation with IDNS, determines that additional excavation work is necessary at a property, U.S. EPA will notify Kerr-McGee, and Kerr-McGee will conduct additional excavation work. U.S. EPA then will notify IDNS when additional verification work is necessary at the property, and IDNS shall conduct the required verification work.

3. Verification Work: After Backfilling

After U.S. EPA has notified Kerr-McGee that it has met the Verification Criteria at a property, Kerr-McGee will backfill the excavation and restore the property. When backfilling (or backfilling and restoration) is complete, U.S. EPA shall notify IDNS that a final verification survey is required at the property. IDNS shall conduct verification activities at the property to ensure that Kerr-McGee has met the Verification Criteria that apply to the backfilled excavation. IDNS shall report its findings to U.S. EPA in a timely manner along with all supporting documentation.

4. Reporting

IDNS shall submit verification data from each affected property to U.S. EPA in a timely manner so that excavations do not have to remain open for a prolonged period of time. If at all possible, verification data should be provided to U.S. EPA in electronic format suitable for incorporation in U.S. EPA's electronic database for the Site.

III. SCOPING AND PLANNING DOCUMENTS FOR VERIFICATION PHASE ACTIVITIES

IDNS shall prepare and submit to U.S. EPA for review and approval the scoping and planning documents described below. The documents shall describe in detail the steps to be taken to implement the Verification Phase of the removal action at the Site. IDNS is responsible for timely implementation of the Verification Phase work in accordance with the U.S. EPA-approved plans. IDNS may not implement verification activities until the planning documents are approved by the U.S. EPA or U.S. EPA otherwise provides IDNS with written authorization to conduct such activities.

- Task 1: Quality Assurance Project Plan and Field Sampling Plan**
- Task 2: Health and Safety Plan**
- Task 3: Preconstruction Meeting and Routine Progress Meetings**

Task 1: Quality Assurance Project Plan and Field Sampling Plan

IDNS shall submit a Quality Assurance Project Plan (QAPP) and Field Sampling Plan (FSP) for U.S. EPA review and approval in accordance with the Letter of Agreement to which this SOW is attached and in accordance with the schedule in Section IV of this SOW. The QAPP shall describe the overall scope and management strategy for performing the Verification Phase work, and shall ensure that sufficient information is collected during the Verification Phase for U.S. EPA to determine whether Kerr-McGee has met the Verification Criteria at affected properties.

The QAPP shall document the responsibility and authority of all organizations and key personnel involved with the implementation of the Verification Phase work and shall include a description of qualifications of key personnel directing verification activities, including key contractor personnel.

The FSP shall supplement the QAPP and shall address all sample collection activities associated with the Verification Phase work. The FSP shall describe in detail the equipment, procedures and materials to be used during the Verification Phase work. The FSP shall describe how IDNS plans to ensure that verification activities are performed in a timely manner so that excavations do not have to remain open for a prolonged period of time. The FSP also shall describe the data collected and recorded by IDNS in connection with the Verification Phase work and the procedures for transferring that information to U.S. EPA as the work at the Site progresses. If at all possible, such information shall be transmitted to U.S. EPA in electronic format suitable for incorporation into U.S. EPA's electronic data base for this Site.

The QAPP shall address all sample analysis and data handling for the Verification Phase work, and shall be prepared in accordance with the U.S. EPA Region 5 model QAPP. The QAPP shall at a minimum include:

Project Description

- * Facility Location History
- * Past Data Collection Activity
- * Project Scope
- * Sample Network Design
- * Parameters to be Tested and Frequency
- * Project Schedule

Project Organization and Responsibility

Quality Assurance Objectives for Measurement Data

- * Level of Quality Control Effort
- * Accuracy, Precision and Sensitivity of Analysis
- * Completeness, Representativeness and Comparability

Sampling Procedures

Sample Custody

- * Field Specific Custody Procedures
- * Laboratory Chain for Custody Procedures

Calibration Procedures and Frequency

- * Field Instruments/Equipment
- * Laboratory Instruments

Analytical Procedures

- * Non-Contract Laboratory Program Analytical Methods
- * Field Screening and Analytical Protocol
- * Laboratory Procedures

Internal Quality Control Checks

- * Field Measurements
- * Laboratory Analysis

Data Reduction, Validation and Reporting

- * Data Reduction
- * Data Validation
- * Data Reporting

Performance and Systems Audits

- * Internal Audits of Field Activities
- * Internal Laboratory Audit
- * External Field Audit
- * External Laboratory Audit

Preventative Maintenance

- * Routine Preventative Maintenance Procedures and Schedules
- * Field Instruments/Equipment
- * Laboratory Instruments

Specific Routine Procedures to Assess Data Precision, Accuracy and Completeness

- * Field Measurements Data
- * Laboratory Data

Corrective Action

- * Sample Collection/Field Measurement
- * Laboratory Analysis

Quality Assurance Reports to Management

Task 2: Health and Safety Plan

IDNS shall develop a Health and Safety Plan which is designed to protect on-site personnel from physical, chemical, radiological and all other hazards posed by the Verification Phase work. IDNS shall designate a Health Physicist as a Health and Safety Officer to ensure that all activities associated with the Verification Phase work are conducted in a manner protective to the personnel conducting such work. The Health and Safety Officer shall be responsible for ensuring that the Health and Safety Plan is followed by all employees and contractors of IDNS. The Health and Safety Plan shall develop the performance levels and specifications necessary to address the following areas:

- Site description
- Personnel
- Levels of protection
- Safe work practices and safeguards

Concepts and methodologies to be followed by workers to keep radiation doses "As Low As Reasonably Achievable"

Procedures for weather-related problems (i.e., hypothermia, heat stress and heat exhaustion)

Special training required for on-site personnel

Medical surveillance

Personnel and environmental air monitoring

Personnel protective equipment

Personnel hygiene

Decontamination - personal and equipment

Site work zone and access control

Contaminant control

Procedures for conducting equipment release surveys and specification of release criteria

Contingency and emergency planning

Logs, reports and recordkeeping

The Health and Safety Plan shall follow U.S. EPA guidance and all OSHA requirements as outlined in 29 CFR 1910 and 1926.

Task 3: Preconstruction Meeting and Routine Progress Meetings

Kerr-McGee is required to participate in a preconstruction meeting prior to commencement of any excavation work at the Site. IDNS shall participate in this meeting with Kerr-McGee and U.S. EPA. The purpose of the preconstruction meeting is to:

- 1) Review methods for documenting and reporting data collected during the removal action;
- 2) Review lines of communication and methods to be used by Kerr-McGee to keep U.S. EPA and IDNS apprised of status of work and notify U.S. EPA when Kerr-McGee believes it has met the Verification Criteria at a property;
- 3) Review methods for distributing and storing documents and reports;
- 4) Review work area security, safety protocol and Kerr-McGee's Health and Safety and Emergency Contingency Plans;
- 5) Discuss any appropriate modifications to Kerr-McGee's Quality Assurance Project Plan and/or Construction Quality Assurance Plan to ensure that Site-specific considerations are addressed;

- 6) Review excavation methods, dust control measures, air monitoring methods, materials handling and transportation methods, equipment storage locations, and any other procedures relevant to implementation of the removal action;
- 7) Review instrument calibration methods, calibration frequencies, cross-checks at regular intervals and with U.S. EPA/IDNS instrumentation, and air monitor flow checks to assure data quality and confirm agreement between instruments; and
- 8) Revise schedules and sequence of activities as necessary.

After excavation/restoration work begins, Kerr-McGee is required to participate in routine progress meetings on a monthly basis or more frequently as determined by U.S. EPA. IDNS shall participate in these routine progress meetings with Kerr-McGee and U.S. EPA. All of the items listed above will be reviewed and updated if necessary. Problems encountered or anticipated and solutions implemented or planned will be discussed.

IV. SUMMARY OF MAJOR DELIVERABLES/SCHEDULE

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

<u>Submission/Event</u>	<u>Due Date</u>
1. Verification Phase QAPP/FSP	March 27, 1995
2. Verification Phase Health and Safety Plan	April 7, 1995
3. Submit revised plans	within 7 days of receipt of U.S. EPA comments