



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101

JUN 29 1998

MEMORANDUM

SUBJECT: Superfund State Contract for the 57th and
North Broadway Superfund Site
Riverview Operable Unit
Contract #98-02-KS-EF-02

FROM: Carol A. Kather, Deputy Director
Superfund Division

TO: Dennis Grams, P.E.
Regional Administrator

Attached for your concurrence and signature is the Superfund
State Contract Between the State of Kansas, the U.S.
Environmental Protection Agency, and the City of Wichita, Kansas,
for Remedial Actions at the 57th and North Broadway Superfund
Site, Riverview Operable Unit, Contract #98-02-KS-EF-02.

Attachment

MOKS
Kinser
for
L. Kinser
6-26-98

CNSL
Sanders
JCS
6-26-98

MOKS SUPR-
Kovac Kather
for
L. Kinser
6-26-98
6/26/98

RGAD
Grams
DB
6-29

07EF 53



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SUPERFUND RECORDS



SUPERFUND STATE CONTRACT
BETWEEN THE STATE OF KANSAS,
THE U.S. ENVIRONMENTAL PROTECTION AGENCY,
AND THE CITY OF WICHITA, KANSAS
FOR REMEDIAL ACTIONS AT
THE 57th AND NORTH BROADWAY SUPERFUND SITE
RIVERVIEW OPERABLE UNIT
CONTRACT # 98-02-KS-EF-02

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1. GENERAL AUTHORITY

This Contract is entered into pursuant to §§ 104 (a)(1), (c)(2), and (c)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9601 et seq., as amended; the National Oil and Hazardous Substances Pollution Contingency Plan, 55 F.R. 8666 et seq. (40 CFR, Part 30, March 8, 1990, hereinafter “NCP”); other applicable Federal regulations including 40 CFR Part 35, Subpart O, and 40 CFR Part 31 and Kansas Statutes Annotated 65-3401 et seq., known as the Kansas Solid Waste Act, and Kansas Statutes Annotated 65-161 et seq. for the protection of State waters.

2. PURPOSE OF THIS SUPERFUND STATE CONTRACT (SSC)

This contract is an agreement between the United States Environmental Protection Agency (EPA), the City of Wichita, Kansas, and the Kansas Department of Health and Environment (KDHE), acting on behalf of the State of Kansas (State). This Contract documents the responsibilities of the EPA, the lead Agency, the KDHE, the support Agency, and outlines the responsibilities for the City of Wichita. This Contract includes clauses that outline the basic purpose, scope, and administration of the Contract as well as those activities described in the attached Statement of Work (SOW) for the Site (Appendix I). This SSC obtains the necessary assurances pursuant to §§ 104(c)(3) and (9), and 104(j) of CERCLA, as amended; these assurances have been separated into clauses, placed consistently with their content, and are

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clearly marked as such in their titles. Further, this SSC documents State involvement in the remedial action cleanup process pursuant to § 121(f) of CERCLA, as amended, and § 300.515(g) of the NCP.

The State and EPA agree that the City of Wichita will assume the lead responsibility for a portion of the remedial activity at the Site. The responsibilities of the City of Wichita are outlined and specified in the attached SOW (Appendix I). It is the intent of the parties that the provisions of this Contract are not intended to violate the Kansas Cash Basis Law, K.S.A. § 10-1101, et seq., or the Kansas Budget Law, K.S.A. § 79-2925. Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Contract are to be construed in a manner that assures that the City is at all time not in violation of the Cash Basis Law or the Budget Law.

3. DURATION OF THE CONTRACT

This Contract shall become effective upon execution by the EPA, the State, and the City of Wichita and shall remain in effect, with the exception of the CERCLA operation and maintenance assurance, until the conclusion as set forth in Paragraph 30, below.

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4. DESIGNATION OF PRIMARY CONTACTS AND THEIR RESPONSIBILITIES

A. The EPA has designated:

Steven Kinser
United States Environmental Protection Agency
Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101
(913) 551-7728

to serve as Remedial Project Manager (RPM) for this Contract. The designated RPM may be changed by letter to the State Project Manager and City Project Manager and shall then become incorporated herein by reference without amending this Contract.

B. The State has designated:

Randy Carlson, PhD.
Division of Environment
Kansas Department of Health and Environment
Forbes Field
Building 740
Topeka, Kansas 66620
(785) 296-1682

to serve as the State Project Manager (SPM) for this Contract. The designated SPM may be changed by letter to the Federal RPM and City Project Manager and shall then become incorporated herein by reference without amending this Contract.

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C. The City of Wichita, Kansas has designated:

Joe Botinelly
Water Distribution Superintendent
Water Distribution Division
455 North Main
Wichita, Kansas 67202
(316) 268-4940

to serve as the City Project Manager (CPM) for this Contract. The designated CPM may be changed by letter to the Federal RPM and SPM and shall then become incorporated herein by reference without amending this Contract.

D. The RPM , and the SPM may make project changes that do not alter the scope of the response actions at the Site or the cost of the remedial action. For that portion of the remedial action in which the City of Wichita has the lead, the CPM may make project changes, in consultation with the RPM and the SPM, that do not alter the scope of the response actions at the Site or the cost of the remedial action. No project changes which alter the scope of the response actions at the Site or the cost of the remedial action can be made without the written consent of the Federal RPM.

E. Any disagreement between the RPM, the SPM, or the CPM shall be resolved as specified pursuant to Paragraph 28, Issue Resolution, below.

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5. NEGATION OF THE AGENCY RELATIONSHIP

Nothing contained in this Contract shall be construed to create, either expressly or by implication, the relationship of agency between the EPA, KDHE or the City of Wichita. The EPA, KDHE and the City of Wichita (including the employees, agents, and contractors of each party, respectively) are not authorized to represent or act on behalf of any of the other parties to this Contract in any matter relating to the subject matter of this Contract.

6. SITE DESCRIPTION

A description of the Site including its location, background of events, physical characteristics, the nature of the release, past response actions at the Site by the EPA and/or the State or others, and the remedial action at the Site is contained in the attached Record of Decision (ROD) for the Riverview Operable Unit of the 57th & N. Broadway Site attached hereto as Appendix II.

7. SITE ACCESS

A. Site Access

The EPA, the KDHE and the City of Wichita shall use their respective authority to secure access to the Site and any necessary adjacent properties, as well as any rights-of-way and/or easements necessary for the EPA or its contractors to complete the remedial actions undertaken pursuant to the ROD and this Contract. To the extent that work required by the ROD must be done on property not owned or controlled by the City, the City shall only be required to use its best efforts,

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excluding condemnation, to obtain such site access from the present owner(s) of such property not inconsistent with the current beneficial use of the property.

B. KDHE and City of Wichita Access

Representatives of the KDHE and the City of Wichita shall have access to the Site to review work in progress and shall comply with the site safety plan. When possible, representatives of the KDHE and the City of Wichita shall coordinate visits to the Site in advance with the RPM. Likewise, when possible, the RPM will coordinate visits to the Site in advance with representatives of the KDHE and the City of Wichita.

C. EPA Liability Waiver

The EPA shall not be responsible for any harm to any KDHE or City of Wichita representative or other person arising out of, or resulting from, any act or omission by the KDHE or the City of Wichita in the course of an on-site visit.

D. KDHE and the City of Wichita Liability Waiver

The KDHE and the City of Wichita shall not be responsible for any harm to any EPA representative or other person arising out of, or resulting from, any act or omission by the EPA in the course of an on-site visit.

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8. THIRD PARTIES

A. Exclusion of Third-Party Benefits

This Contract benefits only the EPA, the KDHE and the City of Wichita. It extends no benefit or right to any third party not a signatory to this Contract.

B. Liability

The EPA does not assume any liability to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. §§ 1346(b), 2671-2680. The KDHE and/or the City of Wichita do not assume any liability, beyond that permitted by State law, to any third parties with respect to losses due to bodily injury or property damage.

9. SITE SPECIFIC STATEMENT OF WORK (SOW)

A site-specific Statement of Work (SOW) indicating the tasks to be performed for this response action, including estimated costs, is attached to this SSC as Appendix I. The EPA and the KDHE agree that certain work listed in the SOW will be carried out best by the City of Wichita. The work to be performed by the City of Wichita is delineated in the SOW. If any of the work requires an amendment to this Contract, it will be amended in accordance with Paragraph 30, below.

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10. PROJECT SCHEDULE

A general description of the project schedule and milestones including a summary of the deliverables is contained in the SOW. This project schedule may be adjusted by the joint authority of the RPM and SPM, without formal amendment unless there is an extended delay to the schedule. For those portions of the remedial action where the City of Wichita has the lead, any changes to the schedule would require the approval of CPM in addition to the RPM and the SPM. Extended delay as used in this paragraph shall mean any delay causing the project period for the remedial action to last an additional year beyond that expected in the ROD.

11. DOCUMENT REVIEW

The EPA and the State agree that all major documents developed for the implementation of the response action pursuant to this SSC, shall be reviewed and comments provided within twenty-one (21) days of receipt of the document. This review period shall also apply to the City of Wichita for any documents requiring their review. The review period can be lengthened or shortened for any specific document by mutual agreement of the project managers.

12. RECORDS RETENTION

All financial and programmatic records, supporting documents, statistical records and other records related to the Site must be maintained for a minimum of ten (10) years following the submission of the final Financial Status Report by the EPA. If any litigation, claim, negotiation,

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audit, cost recovery, or other action involving the records has been initiated before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later. Microform copying must be performed in accordance with the technical regulations and records management procedures contained in 36 CFR Part 1230 and EPA Order 2160, respectively.

13. STATEMENT OF INTENTION TO FOLLOW EPA POLICY AND GUIDANCE

In addition to the requirements specified in CERCLA and the NCP, all applicable EPA policy and guidance identified in the Administrative Record shall be adhered to by the parties.

14. LIST OF SITE-SPECIFIC AGREEMENTS

The following list includes all active site-specific agreements associated with and/or in effect for the Site:

<u>Type of Agreement</u>	<u>Signatories</u>	<u>Date</u>
Management Assistance Cooperative Agreement for Kansas Sites (#V99735698)	EPA and State	April 1, 1998
Preremedial Assistance Cooperative Agreement for Kansas Sites (#V009254-98)	EPA and State	April 1, 1998

A site specific cooperative agreement is being developed between the EPA and the City of Wichita to provide funding to the City of Wichita to complete that portion of the remedial action activities for which the City of Wichita has responsibility as outlined in the attached SOW.

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15. CERCLA ASSURANCE: COST SHARE

Sections 104(c)(3) and 104(d)(1) of CERCLA, as amended, require the EPA to determine whether the Site was publicly or privately operated at the time of the release, in order to determine the State's cost share. This Site was privately operated; therefore, the State's cost share is ten (10) percent.

16. COST-SHARE CONDITIONS

A. Cost Estimate

The estimated construction costs of the remedial action is \$ 661,690. This estimate is based on the ROD and includes contingencies for change orders, which may or may not be invoked, and construction management services. The ten (10) percent state match required for remedial action is estimated to be \$ 66,169.

B. Payment Terms

i. In accordance with Section 104(c)(3) of CERCLA, the State will pay or assure payment of ten (10) percent of the remedial action defined in the SOW and the ROD, including change orders and claims. "Assure" as used in this paragraph shall mean the KDHE agrees to seek appropriations for such payment. Once such appropriations are granted, KDHE shall pay its share in accordance with the following schedule:

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a. Full payment shall become due ninety (90) days after the completion of the remedial action (which herein shall mean the signature of the Remedial Action Report as described in Paragraph 23C by the EPA Superfund Division Director).

b. If the remedial action is not completed within one year of the signature of this contract, KDHE shall pay 25% of the full payment by that time and shall make annual payments of 25% of the full payment on or before the anniversary date of the signature of the Contract.

The State may prepay any portion of the required match. The State assures its cost share obligation for actual remedial action costs at the Site which shall be settled at reconciliation.

ii. Cost incurred by the State to off-set the cost share requirements must be verified and documented in a Support Agency Cooperative Agreement and identified in this Contract. An in-kind match is a prohibited form of payment in an SSC. Payment terms may only be adjusted through an amendment to this contract as specified below in Paragraph 30, Amendments.

iii. All State payments shall include the Contract number and shall be made payable to the EPA and sent to the Regional Financial Management Office as specified below:

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United States Environmental Protection Agency
Financial Management Office
P.O. Box 360748M
Pittsburgh, PA 15251

C. State Credit

CERCLA credit may be applied to offset the State's cost-share requirements in this Contract. The State does not declare credit for costs incurred for the Riverview Operable Unit at the Site. Credits are limited to site-specific expenses that the EPA determines to be reasonable, documented, direct, out-of-pocket expenditures of non-Federal funds that have not been previously applied or reimbursed. In accordance, with Section 104(c)(5) of CERCLA, 42 U.S.C. § 9604 (c)(5) and the regulations at 40 C.F.R §35.6285(c), the State may not transfer remaining credits from another site to this Site, unless the EPA gives prior, written approval.

17. EMERGENCY RESPONSE ACTIVITIES

Any emergency response activities or emergency circumstances, including removal actions as that term is defined in CERCLA and the NCP, shall not be restricted by the terms of this Contract. However, remedial response activities may be suspended until the emergency activities are concluded; as a consequence, the response activities and terms of this contract may be subject to amendment as specified below in Paragraph 30. State cost share with respect to the remedial action will be adjusted (reduced) according to the activities performed as an emergency action.

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18. CERCLA ASSURANCE; 20 YEAR WASTE CAPACITY

No waste disposal will be occurring during the response actions covered by this Contract so this provision will not be necessary for this Contract.

19. CERCLA ASSURANCE: OFF-SITE STORAGE, TREATMENT, OR DISPOSAL

Pursuant to §§ 104(c)(3) and 121(d)(3) of CERCLA, as amended, the EPA and the State have determined that off-site treatment, storage, or disposal of hazardous substances is not required for this response action, so this provision will not be necessary for this Contract.

20. CERCLA ASSURANCE: REAL PROPERTY ACQUISITION

As described in the ROD, it is not anticipated that an interest in real property will need to be acquired in order to implement the remedial action, so this provision is not necessary for this Contract.

21. REMEDY SHAKEDOWN

Since the State will not take the lead after construction is complete, pursuant to a Cooperative Agreement, due to an interim remedy, EPA will conduct, per this Contract, those activities necessary to ensure that the remedy is operational and functional for a period up to one year after construction is complete, or until the remedy is determined to be functioning properly and performing as designed, whichever is earlier. An extension of this time period may be obtained

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by amendment to this Contract, with prior EPA approval. The same State cost share, ten (10) percent, shall be applicable.

22. CERCLA ASSURANCE: OPERATION AND MAINTENANCE

Pursuant to the ROD and the SOW (Appendix I) for the Site, operation and maintenance (O&M) will be necessary upon completion of the remedial action at the Site. The State hereby assures as provided in this Contract, that the O&M of implemented CERCLA-funded remedial actions will remain in effect for the expected life of such actions. In addition, the State assures that any institutional controls considered part of O&M will be monitored and maintained as part of O&M. Detailed descriptions of each O&M activity will be developed in the O&M Plan which will be prepared as part of the Remedial Design. Each O&M activity will be evaluated as part of the five year review program and may be modified as appropriate after each five year review as agreed to by the EPA and KDHE. For the purpose of this Contract, KDHE shall assume operation and maintenance of the ground water treatment portion of the remedial action and the City of Wichita shall assume operation and maintenance of the water lines portion of the remedial action. Nothing in this Contract shall require the City of Wichita to assume ongoing responsibility for the operation and maintenance of that portion of water lines owned by the customers following the installation of the lines and the implementation of service as provided in the SOW.

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23. INSPECTION OF THE REMEDY

A. Final Inspection

A final inspection will be conducted at the Site upon completion of all construction activities (i.e. completion of installation of the ground water contamination containment wells) described in the SOW for this EPA-lead remedial action. The final inspection will be led by the RPM and will include the SPM and the CPM.

B. Final Certification

The final inspection will consist of a walk-through inspection of the project site, with the inspection focusing on completion of the activities described in the SOW. The RPM and the SPM will confirm that all outstanding items have been completed. If any items are incomplete, the inspection shall be considered a pre-final inspection requiring a pre-final inspection report and a final inspection.

C. Remedial Action Report

Upon satisfactory completion of the final inspection, the EPA will provide to the State a copy of the remedial action report for the Site.

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D. Acceptance of the Remedy

The remedial action report will be reviewed by the State and the EPA. The RPM will coordinate with the SPM in obtaining the State's acceptance that the remedy is complete. The EPA Regional Administrator shall provide written notice to the State of the EPA's acceptance of the completed project.

E. Project Closeout

The EPA, in consultation with the State, will determine that Fund-financed response actions described in the SOW have been completed. Enforcement actions and other necessary activities may proceed independent of project closeout.

24. NPL DELETION

The EPA shall consult with and provide the State with the deletion package before deleting the Site from the National Priorities List (NPL).

25. RESPONSIBLE PARTY ACTIVITIES

If at any time during the period of this Contract a responsible party comes forward to perform any work covered by this Contract, this SSC will be amended in accordance with Paragraph 30 or terminated.

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26. ENFORCEMENT

This Contract does not constitute a waiver of any or all of the parties to this Contract to bring an action against any person or persons for liability under any applicable statutory authorities or common law.

27. ENFORCEMENT, LITIGATION, AND COST RECOVERY

A. The EPA and the State may be entitled to assert claims against a third party (herein referred to as the “potentially responsible party (PRP),” whether one or more parties) for reimbursement of any services, materials, monies or other thing of value expended by the EPA or the State for Fund-financed response activity, related to the remedial action or O&M described in the ROD and SOW attached.

i. The EPA and the State hereby agree that they shall cooperate in and coordinate efforts to recover their respective costs of response actions taken at the Site, including the negotiation of settlement and the filing and management of any judicial actions against PRPs. The EPA and the State also hereby agree that neither shall enter into a settlement with or initiate a judicial or administrative proceeding against a PRP for the recovery of such sums, except after having given notice in writing, to the other party to this Contract, twenty (20) working days prior to the date of proposed settlement or commencement of the proposed judicial or administrative proceedings.

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ii. No party to this Contract shall attempt to negotiate for, or collect, reimbursement of any SSC-specific response costs, related to the remedial action described in the attached ROD and SOW, on behalf of the other party, and authority to do so is hereby expressly negated and denied.

iii. If either the EPA or the State recovers these monies from PRPs, these funds shall reduce the total Fund-financed expenditures for remedial action that require cost share. This reduction in the cost share amount does not alter the cost share percentages defined above. An exception would be any funds the State negotiates for O&M activities; such funds would not reduce total Fund-financed expenditures for remedial action, but would be utilized by the State for O&M. Any cost recoveries for the remedial action described in the attached ROD shall necessitate an amendment to this Contract.

B. The EPA does not waive its right to recover all CERCLA-funded expenditures, including those for this Site. Similarly, neither KDHE nor the City of Wichita waives its right to recover its expenditures for this Site.

28. ISSUE RESOLUTION

In the event technical difficulties arise at the Site, or questions are raised about any terms in this Contract by the parties to this contract, the RPM and the SPM will seek resolution in the manner set forth below. The CPM will seek resolution by referring the matter to the RPM or the SPM.

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Matters unrelated to this SSC, such as those between the KDHE, the City of Wichita and other Federal agencies, are not subject to the terms of this Contract.

A. Any disagreements arising under this Contract shall be resolved to the extent possible by the RPM and the SPM.

B. If any such disagreement cannot be resolved by the RPM and the SPM, it shall be referred, as necessary, to the Regional Superfund Division Director [or his/her designee] and the KDHE Division of Environment Director, and then to the EPA Regional Administrator [or his/her designee] who will consult with the Secretary of KDHE [or his/her designee]. Matters of national significance and matters without legal precedent shall be referred to the Assistant Administrator, Office of Solid Waste and Emergency Response (OSWER), U.S. EPA [or his/her designee], for a final resolution. All parties agree that the final decisions resulting from this process shall be binding.

C. Contractual resolutions and final audit determinations, impacting this CERCLA-funded remedial action shall be binding to EPA, KDHE and the City of Wichita and may require an amendment to this SSC according to Paragraph 30, Amendments, below.

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29. SANCTIONS FOR FAILURE TO COMPLY WITH TERMS OF THIS SSC

After all administrative remedies described herein have been exhausted, if the KDHE or the City of Wichita fail to comply with the terms of this Contract, any CERCLA assurance, and/or the negotiated payment terms, the EPA may proceed under the provisions of § 104(d)(2) of CERCLA and may seek to enforce this Contract or to recover any costs incurred due to breach of the Contract by the KDHE or the City of Wichita in the appropriate court of competent jurisdiction. If the EPA breaches this Contract, the State or City may file suit to enforce this Contract, or to recover its costs incurred due to the breach by EPA, and seek remedies in the appropriate court of competent jurisdiction after all administrative remedies described herein have been exhausted.

30. AMENDMENTS

This Contract may be amended, inter alia, to revise the costs or reflect modifications to the remedial activities. Changes to the CERCLA-funded activities that significantly increase the project costs or alter the scope of work thereby affecting the State's ability to meet the conditions set out in this Contract, including cost-share requirements shall necessitate an amendment to this Contract. Significant increase in the costs as used in this paragraph shall mean an increase of more than 25% of the costs estimated in the SOW. Amendments to this SSC must be agreed to in writing by the signatories to this SSC, except as otherwise provided herein. Increased cost of less than 25% shall not require an amendment, as long as the SPM has been provided two weeks prior

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written notification of the increase, and provides written agreement to the change. If the SPM disagrees with the change, then the provision of Paragraph 28, Issue Resolution, shall apply.

31. RECONCILIATION OF RESPONSE COSTS

This Contract shall remain in effect until the financial settlement of project costs and final reconciliation of response costs (including change orders, claims, overpayments, reimbursement, etc.) to ensure that the EPA and the State have satisfied their cost-share payments of the 90/10 split supra as specified above. The EPA may use any overpayments by the State to satisfy the State's obligation at another site with approval of the State. These overpayments could be used for remedial actions under a separate Superfund State Contract. If overpayments are not used for State obligations at another site, reimbursement of any overpayment will be made to KDHE after the reconciliation. Final reconciliation of all remedial action costs by the EPA shall follow the acceptance of the remedy by both the EPA and the State and is not contingent upon deletion of the Site from the NPL.

32. CONCLUSION

The SSC is concluded when:

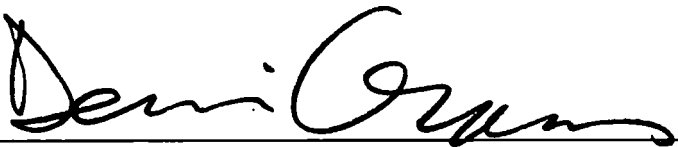
A. Response activities at the Site have been satisfactorily completed and payments have been made, as specified under the Cost Share Conditions section of this Contract;

B. The Financial Management Office (FMO) has a final accounting of all project costs, including change orders and contractor claims, pursuant to the Reconciliation Provision above; and

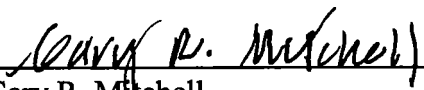
C. All State cost-share payments have been made as specified under Paragraph 16, Cost Share Conditions of this Contract, and in accordance with 40 CFR Part 35, Subpart O; and responsibility for O&M has been undertaken.

In witness whereof, the parties hereto have executed this Contract in three (3) copies, each of which shall be deemed an original.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

 Date 6-29-98
Dennis Grams, P.E.
EPA, Region VII Administrator

STATE OF KANSAS

 Date 6/29/98
Gary R. Mitchell
Secretary, Kansas Department of Health and Environment

CITY OF WICHITA, KANSAS

_____ Date _____
David R. Warren
Director, Department of Water and Sewer

In witness whereof, the parties hereto have executed this Contract in three (3) copies, each of which shall be deemed an original.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Dennis Grams, P.E.
EPA, Region VII Administrator

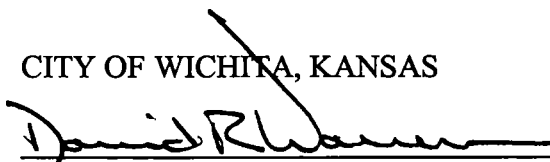
Date _____

STATE OF KANSAS

Gary R. Mitchell
Secretary, Kansas Department of Health and Environment

Date _____

CITY OF WICHITA, KANSAS



David R. Warren
Director, Department of Water and Sewer

Date 12 June, 1998

APPENDIX I

APPENDIX I

Statement of Work - Riverview Operable Unit (OU)

This Statement of Work describes the major work tasks that will be conducted as the response action during this project. The remedial action selected consists of the connection of specified houses to the Wichita public water supply, installation and monitoring of monitoring wells as specified in this statement of work (SOW), and the installation of “in well strippers” to control the contaminant plume. This work shall be done in accordance with the plans and specifications developed during the remedial design for this OU.

The Riverview OU is an operable unit of the 57th & N. Broadway site. The Riverview OU is divided into three activities: 1) connecting affected residents to the Wichita public water supply, 2) establishing and maintaining a monitoring well system to evaluate the contaminant plume, and 3) ground water treatment/containment using “in well strippers”. The function of the operable unit is to reduce the risks to humans associated with exposure to hazardous substances in the ground water at the Riverview OU. Improvements to the ground water at this OU will be consistent with overall remediation of the 57th & N. Broadway site.

The following paragraphs describe in more detail the individual components of the selected remedy. These components include the connecting of private residences to the Wichita public water supply; establishing and operating a ground water monitoring system; and installing and operating a “in well treatment” system to control the contaminant plume.

Connection of Residences to Wichita Public Water Supply

Specific criteria established in the Record of Decision (ROD) for the Riverview OU will define the eligibility criteria for those who are to be connected to the Wichita public water supply. This action will involve all work required to bring water from the city's main in front of the house to connect with the water distribution system in the house. The normal activities to be expected are: 1) Tap the main; 2) connect the main to and set the water meter; 3) connect the household distribution system to the water meter; 4) permanently separate the private well from the household water distribution system; and 5) restore the landscape affected by the aforementioned work to its previous condition, as nearly as possible.

Establish and Operate the Monitoring System

Monitoring wells currently exist in the Riverview OU and may be sufficient to adequately monitor the contaminant plume. It is, however, anticipated that one or more additional wells will be required to establish a reliable monitoring system. This activity will consist of: 1) selecting the placement of the monitoring wells which will be needed to complete the grid; 2) installing those wells; and 3) monitoring the wells on a quarterly basis to determine the plume's condition.

Controlling the Plume

The Record of Decision calls for controlling the plume by using "in well strippers". Prior to designing the system for the use of this innovative technology a pilot well must be installed. Based upon the performance of the pilot well the system for the control of the plume can be designed. During the Remedial Design investigations will be made of the available vendors for this technology to determine which vendor or vendors should be approached to request bids on

the proposed activity. A pilot well will be installed and from the information gathered from the pilot test an appropriate design may be produced to control the plume. The remainder of this task will involve the installation and maintenance of this system.

Operation and Maintenance

The operation and maintenance needs for this remedy consist mainly of maintenance of the “in well strippers” and the monitoring well system. However, it should be remembered that the life expectancy of this remedial action is not expected to exceed three years. It is anticipated that in three years, or less, the Remedial Action for the entire 57th & N. Broadway site will be in place and overtake the actions for the Riverview OU. Once the connections between the residence and the city’s water main are established the normal agreements that usually exist for public utility service will apply. There will be no further EPA involvement in that portion of the project.

Responsibilities

The Environmental Protection Agency will be responsible for the following:

1. Providing funding to the City of Wichita to connect affected residents in the Riverview OU to the Wichita public water supply.
2. Design and install monitoring wells necessary to complete the monitoring system for the Riverview OU.
3. Sample and interpret the monitoring well system in the Riverview OU.
4. Contract and install and maintain the “in well stripping” system required to contain the plume in the Riverview OU.

The State of Kansas will provide oversight for all of the response actions associated with this statement of work.

The City of Wichita will, using funding provided by EPA, connect the affected residents to the public water supply, install required meters, sever the connection from the existing private well to the household distribution system, and restore the property disturbed by the activities required to connect the residence to the public water supply main at the residence as nearly as possible to its original state.

Upon the signing of the cooperative agreement and notification of the City of Wichita by EPA work on installation of the public water supply to the 'affected residents' shall commence within 10 days and will be completed within 70 days.

Cost Estimate

Alternative 5 - Provide Public Water and Plume Containment

Cost Estimate Quantity	Units	Range of Unit Cost		Range of Capital Cost		Range of Annual Cost	
Capital Cost							
Connect to Wichita Water	60	EA	\$2000	\$3500	\$120,000	\$210,000	
Install 5 in-well strippers	250	VLF	\$350	\$450	\$87,500	\$112,500	
QA/Sampling	60	HR	\$60	\$90	\$3,600	\$5,400	
Direct Capital Cost Subtotal					\$211,100	\$327,900	
Administration Costs	10%				\$21,110	\$32,790	
Engineering Design					\$3500	\$7000	
Total Capital Cost					\$235,710	\$367,690	
Annual O & M Costs							
Monitoring - Years 1-3 containment							
5 wells per quarter total samples	20	EA	\$900	\$1,300			\$18,000 \$26,000
Vapor Extraction System							
Monthly O & M cost per month	12	MO	\$4,500	\$6,000			\$54,000 \$72,000
Total Present Worth of O&M							\$216,000 \$294,000
Total Present Worth					\$451,710	\$661,690	