

## **LAG COVER SHEET**

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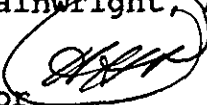
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

OFFICE OF ENFORCEMENT

MAR 23 1992

MEMORANDUM

SUBJECT: Delegation of Signature Authority for Fort Wainwright  
Army Garrison, Fort Wainwright, Alaska

FROM: Herbert H. Tate, Jr.   
Assistant Administrator

TO: Dana A. Rasmussen  
Regional Administrator, Region X

By this memorandum, I delegate to you the authority to sign the Federal Facility Agreement developed pursuant to Section 120 of the Comprehensive Environmental Response, Compensation, and Liability Act for Fort Wainwright Army Garrison in Fort Wainwright, Alaska.

Please extend my appreciation to your staff for their continued efforts toward clean-up of Federal facilities in Region X.



I hereby certify that this is  
a true copy of the original thereof.

Carolyn J. Glover 4/1/92  
U.S. EPA, Office of Regional Counsel

APR 1 1992

HEARINGS CLERK  
EPA-REGION X

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10  
AND THE  
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AND THE  
UNITED STATES DEPARTMENT OF DEFENSE

IN THE MATTER OF:

The U.S. Army, 6th Infantry  
Division (Light) and  
U.S. Army Garrison, Alaska  
Fort Wainwright, Alaska

)  
) FEDERAL FACILITY AGREEMENT  
) UNDER CERCLA SECTION 120  
)  
) Administrative Docket Number:  
) 1089-07-14-120  
)

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# ATTACHMENT I

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

1 I. JURISDICTION

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

4 1.1 The United States Environmental Protection  
5 Agency ("U.S. EPA"), Region 10, enters into those portions of  
6 this Agreement that relate to the Remedial Investigation/  
7 Feasibility Study ("RI/FS") pursuant to Section 120(e)(1) of the  
8 Comprehensive Environmental Response, Compensation, and Liability  
9 Act ("CERCLA"), 42 U.S.C. § 9620(e)(1), as amended by the  
10 Superfund Amendments and Reauthorization Act of 1986 ("SARA"),  
11 Pub. L. 99-499 (hereinafter jointly referred to as "CERCLA");  
12 Sections 3004(u) and (v), 3008(h), and 6001 of the Resource  
13 Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6924(u) and  
14 (v), 6928(h), and 6961, as amended by the Hazardous and Solid  
15 Waste Amendments of 1984 ("HSWA") (hereinafter jointly referred  
16 to as RCRA); and Executive Order 12580;

17 1.2 U.S. EPA, Region 10, enters into those  
18 portions of this Agreement that relate to interim actions and  
19 final remedial actions pursuant to Section 120(e)(2) of CERCLA,  
20 42 U.S.C. § 9620(e)(2); Sections 3004(u) and (v), 3008(h), and  
21 6001 of RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961;  
22 and Executive Order 12580;

23 1.3 The Army enters into those portions of this  
24 Agreement that relate to the RI/FS pursuant to Section 120(e)(1)  
25 of CERCLA, 42 U.S.C. § 9620(e)(1); Sections 3004(u) and (v),  
26 3008(h), and 6001 of RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928,

1 and 6961; Executive Order 12580; the National Environmental  
2 Policy Act, 42 U.S.C. § 4321, and the Defense Environmental  
3 Restoration Program ("DERP"), 10 U.S.C. § 2701 et seq.;

4           1.4           The Army enters into those portions of this  
5 Agreement that relate to interim actions and final remedial  
6 actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C.  
7 § 9620(e)(2); Sections 3004(u) and (v), 3008(h), and 6001 of  
8 RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961; Executive  
9 Order 12580; and the DERP.

10           1.5           The State of Alaska Department of  
11 Environmental Conservation ("ADEC") enters into this Agreement  
12 pursuant to Sections 107, 120(e), 120(f), and 121(f) of CERCLA,  
13 42 U.S.C. §§ 9607, 9620(e), 9620(f), and 9621(f); Alaska Statutes  
14 46.03, 46.04, 46.08, 46.09; and 18 Alaska Administrative Code  
15 ("AAC") 60, 18 AAC 62, 18 AAC 70, 18 AAC 75, 18 AAC 78, and  
16 18 AAC 80.

## 17 18                           II. DEFINITIONS

19           2.1           The terms used in this Agreement shall have  
20 the same meaning as defined in Section 101 of CERCLA, 42 U.S.C.  
21 § 9601; the NCP, 40 CFR 300.5; and Section 1004 of RCRA,  
22 42 U.S.C. § 6903. In addition:

23                   (a) "ADEC" shall mean the State of Alaska as  
24 represented by the Department of Environmental Conservation, its  
25 employees, agents, and authorized representatives;

26                   (b) "Agreement" shall mean this document and

1 shall include all Attachments to this document. All such  
2 Attachments shall be incorporated by reference and are an  
3 integral and enforceable part of this document;

4 (c) "ARAR" or "Applicable or Relevant and  
5 Appropriate Requirement" shall mean any standard, requirement,  
6 criterion, or limitation as provided in Section 121(d)(2) of  
7 CERCLA, 42 U.S.C. § 9621(d)(2), and the NCP;

8 (d) "Army" shall mean the United States Army  
9 and, to the extent necessary to effectuate the terms of this  
10 Agreement (including appropriations and congressional reporting  
11 requirements), its employees, agents, successors, assigns, and  
12 authorized representatives;

13 (e) "Authorized representative" may include a  
14 designated contractor or any other designee;

15 (f) "CERCLA" shall mean the Comprehensive  
16 Environmental Response, Compensation, and Liability Act of 1980,  
17 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments  
18 and Reauthorization Act of 1986 ("SARA"), Pub. L. 99-499;

19 (g) "Community Relations" is defined in 40 CFR  
20 300.5 and shall mean U.S. EPA's program to inform and encourage  
21 public participation in the Superfund process and to respond to  
22 community concerns. The term "public" includes citizens directly  
23 affected by the Site, other interested citizens or parties,  
24 organized groups, elected officials, and potentially responsible  
25 parties;

26 (h) "Days" shall mean calendar days, unless

1 otherwise specified. Any submittal that under the terms of this  
2 Agreement would be due on a Saturday, Sunday, or federal or state  
3 holiday shall be due on the following business day;

4 (i) "Feasibility Study" or "FS" is defined in  
5 40 CFR 300.5 and shall mean a study undertaken by the lead agency  
6 to develop and evaluate options for remedial action. The FS  
7 emphasizes data analysis and is generally performed concurrently  
8 and in an interactive fashion with the Remedial Investigation  
9 ("RI"), using data gathered during the RI. The RI data are used  
10 to define the objectives of the response action, to develop  
11 remedial action alternatives, and to undertake an initial  
12 screening and detailed analysis of the alternatives. The term  
13 also refers to a report that describes the results of the study;

14 (j) "Interim Remedial Actions" or "IRAs" are  
15 discussed in the Preamble to 40 CFR 300.430(a)(1), 55 Fed. Reg.  
16 8703-8706 (March 8, 1990), and shall mean all discrete actions  
17 implemented under remedial authority that are taken to prevent or  
18 minimize the release of hazardous substances, pollutants, or  
19 contaminants so that they do not endanger human health or the  
20 environment. Interim actions shall neither be inconsistent with  
21 nor preclude implementation of the final expected Site remedy and  
22 shall be undertaken in accordance with the NCP, 40 CFR Part 300,  
23 as amended, and with the requirements of CERCLA;

24 (k) "NCP" shall mean the National Oil and  
25 Hazardous Substances Pollution Contingency Plan, 40 CFR Part 300,  
26 as amended;



(1) "Operable Unit" or "OU" means a discrete action that comprises an incremental step toward comprehensively addressing Site problems. This discrete portion of a remedial response manages migration, or eliminates or mitigates a release, threat of a release, or pathway of exposure. The cleanup of a site can be divided into a number of operable units, depending on the complexity of the problems associated with the site.

Operable units may address geographical portions of a site, specific site problems, or initial phases of an action, or may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of a site;

(m) "Paragraph" shall mean a numbered paragraph of this Agreement, designated by an Arabic numeral;

(n) "Part" shall mean one of the thirty-seven (37) subdivisions of this Agreement, designated by a Roman numeral;

(o) "Parties" shall mean the Army, U.S. EPA, and ADEC;

(p) "Preliminary Source Evaluation" and "Preliminary Source Evaluation Report" ("PSE") shall mean the process (and resulting documentation) of evaluating releases or threatened releases of hazardous substances, pollutants, or contaminants from source areas with the potential to constitute a threat to public health, welfare, or the environment. A Preliminary Source Evaluation as described in Attachment I, may consist of two phases: an existing data evaluation (PSE 1)

1 and/or a limited field investigation (PSE 2).

2 (q) "RCRA" shall mean the Resource Conservation  
3 and Recovery Act, 42 U.S.C. § 6901 et seq., as amended by the  
4 Hazardous and Solid Waste Amendments of 1984 ("HSWA"), Pub. L.  
5 98-616;

6 (r) "Record of Decision" or "ROD" is discussed  
7 at 40 CFR 300.430 and shall mean the document that summarizes the  
8 selection of an interim remedial action or a final remedial  
9 action, all facts, analyses of facts, and source-specific policy  
10 determinations considered in the course of carrying out  
11 activities at the Site;

12 (s) "Remedial Action" or "RA" is defined in  
13 40 CFR 300.5 and shall mean those actions consistent with  
14 permanent remedy taken instead of, or in addition to, a removal  
15 action in the event of a release or threatened release of a  
16 hazardous substance into the environment, to prevent or minimize  
17 the release of hazardous substances so that they do not migrate  
18 to cause substantial danger to present or future public health or  
19 welfare or the environment. The term includes, but is not  
20 limited to, such actions at the location of the release as  
21 storage, confinement, perimeter protection using dikes, trenches,  
22 or ditches, clay cover, neutralization, cleanup of released  
23 hazardous substances and associated contaminated materials,  
24 recycling or reuse, diversion, destruction, segregation of  
25 reactive wastes, dredging or excavations, repair or replacement  
26 of leaking containers, collection of leachate and runoff,

1 on-site treatment or incineration, provision of alternative water  
2 supplies, any monitoring reasonably required to assure that such  
3 actions protect the public health and welfare and the environment  
4 and, where appropriate, post-removal site control activities.

5 The term includes the costs of permanent relocation of residents  
6 and businesses and community facilities, including the cost of  
7 providing "alternative land of equivalent value" to an Indian  
8 tribe pursuant to Section 126(b) of CERCLA, 42 U.S.C. § 9626(b),  
9 where U.S. EPA determines that, alone or in combination with  
10 other measures, such relocation is more cost-effective than, and  
11 environmentally preferable to, the transportation, storage,  
12 treatment, destruction, or secure disposition off-site of such  
13 hazardous substances, or may otherwise be necessary to protect  
14 the public health or welfare; the term includes off-site  
15 transport and off-site storage, treatment, destruction, or secure  
16 disposition of hazardous substances and associated contaminated  
17 materials. For the purpose of the NCP, the term also includes  
18 enforcement activities related thereto;

19 (t) "Remedial Design" or "RD" is defined in  
20 40 CFR 300.5 and shall mean the technical analysis and procedures  
21 that follow the selection of remedy for a Site and precede  
22 implementation of the Remedial Action ("RA");

23 (u) "Remedial Investigation" or "RI" shall mean  
24 a process undertaken by the lead agency to determine the nature  
25 and extent of the problem presented by the release. The RI  
26 emphasizes data collection and site characterization, and is

1 generally performed concurrently and in an interactive fashion  
2 with the Feasibility Study ("FS"). The RI includes sampling and  
3 monitoring, as necessary, and includes the gathering of  
4 sufficient information to determine the necessity for remedial  
5 action and to support the evaluation of remedial alternatives;

6 (v) "Remedial Investigation/Feasibility Study  
7 Management Plan" shall mean a comprehensive document describing  
8 all activities planned within the RI and the FS process to  
9 include the Work Plan, Field Sampling Plan ("FSP"), Quality  
10 Assurance Project Plan ("QAPP"), Health and Safety Plan ("HSP"),  
11 and the Community Relations Plan ("CRP");

12 (w) "Removal" is defined by Section 311(a)(8) of  
13 the Clean Water Act ("CWA"), 33 U.S.C. 1321(a)(8), and shall mean  
14 the removal of oil or hazardous substances from the water and  
15 shorelines or the taking of such other actions as may be  
16 necessary to minimize or mitigate damage to the public health,  
17 welfare, or to the environment. As defined by Section 101(23) of  
18 CERCLA, 42 U.S.C. § 9601(23), removal shall mean the cleanup or  
19 removal of released hazardous substances from the environment;  
20 such actions as may be necessary in the event of the threat of  
21 release of hazardous substances into the environment; such  
22 actions as may be necessary to monitor, assess, and evaluate the  
23 release or threat of release of hazardous substances; the  
24 disposal of removed material; or the taking of such other actions  
25 as may be necessary to prevent, minimize, or mitigate damage to  
26 the public health or welfare or to the environment that may

1 otherwise result from a release or threat of release. The term  
2 includes, in addition, without being limited to, security fencing  
3 or other measures to limit access, provision of alternative water  
4 supplies, temporary evacuation and housing of threatened  
5 individuals not otherwise provided for, action taken under  
6 Section 104(b) of CERCLA, 42 U.S.C. § 9604(b), post-removal site  
7 control, where appropriate, and any emergency assistance that may  
8 be provided under the Disaster Relief Act of 1974. For the  
9 purpose of the NCP, the term also includes enforcement activities  
10 related thereto;

11 (x) "Response" is defined by Section 101(25) of  
12 CERCLA, 42 U.S.C. § 101(25), and 40 CFR 300.5, and shall mean  
13 removal, remedy, or remedial action, including enforcement  
14 activities related thereto;

15 (y) "Scope of Work" shall mean the planning  
16 document prepared by the Army, in consultation with U.S. EPA and  
17 ADEC, and in accordance with OSWER Directive 9835.8 that  
18 identifies the source-specific objectives and general management  
19 approach for the RI/FS process for the Site and/or operable  
20 unit(s);

21 (z) "Site" shall mean the areal extent of  
22 contamination and shall include sources of contamination subject  
23 to this Agreement at the U.S. Army Fort Wainwright ("Fort  
24 Wainwright"), which occupies approximately nine hundred and  
25 eleven thousand (911,604) acres (including non-contiguous acres)  
26 in the Fairbanks North Star Borough. The Site includes any

1 off-base area(s) contaminated by the migration of hazardous  
2 substances, pollutants, contaminants, or constituents from  
3 sources at Fort Wainwright subject to this Agreement;

4 (aa) "Statement of Work" shall mean the detailed  
5 elaboration of the Scope of Work that defines the requirements  
6 for developing a management plan;

7 (bb) "U.S. EPA" shall mean the United States  
8 Environmental Protection Agency, including Region 10, its  
9 employees, agents, and authorized representatives; and

10 (cc) "Work Plan" shall mean the RI/FS or RA Work  
11 Plan that is to be prepared in accordance with Office of Solid  
12 Waste and Emergency Response ("OSWER") Directives 9355.3-01  
13 (October 1988) and 9355.0-4A (June 1986), and the NCP.

### 14 15 III. PURPOSE

16 3.1 The general purposes of this Agreement are  
17 to:

18 (a) Ensure that the environmental impacts associated  
19 with past and present activities at the Site are thoroughly  
20 investigated and appropriate removal and/or remedial action(s)  
21 taken as necessary to protect the public health, welfare, and the  
22 environment;

23 (b) Establish a procedural framework and schedule for  
24 developing, implementing, and monitoring appropriate response  
25 actions at the Site in accordance with CERCLA, the NCP, national  
26 Superfund guidance and policy, RCRA, national RCRA guidance and

1 policy, and applicable state law; and,

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

4 3.2 Specifically, the purposes of this Agreement are  
5 to:

6 (a) Investigate historical information about the Site  
7 in order to identify those sources of contamination that can be  
8 addressed under this Agreement;

9 (b) Identify removal and Interim Remedial Actions  
10 ("IRA") alternatives that are appropriate at the Site prior to  
11 the implementation of final remedial action(s) for the Site. IRA  
12 alternatives shall be identified and proposed to the Parties as  
13 early as possible prior to formal proposal of IRA(s) to U.S. EPA  
14 and ADEC pursuant to CERCLA and applicable state law. This  
15 process is designed to promote cooperation among the Parties in  
16 identifying IRA alternatives prior to selection of final IRA(s);

17 (c) Establish requirements for the performance of a  
18 Remedial Investigation ("RI") to determine fully the nature and  
19 extent of the threat to the public health or welfare or the  
20 environment caused by the release or threatened release of  
21 hazardous substances, pollutants, or contaminants at the Site,  
22 and to establish requirements for the performance of an FS for  
23 the Site to identify, evaluate, and select alternatives for the  
24 appropriate remedial action(s) to prevent, mitigate, or abate the  
25 release or threatened release of hazardous substances,  
26 pollutants, or contaminants at the Site in accordance with CERCLA

1 and applicable state law;

2 (d) Identify the nature, objective, and schedule of  
3 response actions to be taken at the Site. Response actions at  
4 the Site shall attain that degree of cleanup of hazardous  
5 substances, pollutants, or contaminants mandated by CERCLA and  
6 applicable state law;

7 (e) Implement the selected interim and final remedial  
8 action(s) in accordance with CERCLA and applicable state law, and  
9 meet the requirements of Section 120(e)(2) of CERCLA, 42 U.S.C.  
10 § 9620(e)(2), for an interagency agreement among the Parties;

11 (f) Assure compliance, through this Agreement, with  
12 RCRA and other federal and state hazardous waste laws and  
13 regulations for matters covered herein;

14 (g) Coordinate response actions at the Site with the  
15 mission and support activities at Fort Wainwright;

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

18 (i) Provide for ADEC involvement in the initiation,  
19 development, selection, and enforcement of remedial actions to be  
20 undertaken at Fort Wainwright, including the review of all  
21 applicable data as it becomes available, and the development of  
22 studies, reports, and actions plans; and to identify and  
23 integrate state ARARs into the remedial action process; and

24 (j) Provide for operation and maintenance of any  
25 remedial action selected and implemented pursuant to this  
26 Agreement.



1 IV. PARTIES BOUND

2 4.1 This Agreement shall apply to and be binding  
3 upon the Army, U.S. EPA, and ADEC. This Agreement shall also  
4 apply to subsequent owners and operators of any portion of the  
5 Site. The Army agrees to include notice of this Agreement in any  
6 document transferring ownership of property owned by the United  
7 States to any subsequent owners and operators of any portion of  
8 the Site in accordance with Section 120(h) of CERCLA, 42 U.S.C.  
9 § 120(h), 40 CFR §§ 264.119 and 264.120, and Part XXXII of this  
10 Agreement.

11 4.2 The Army will notify U.S. EPA and ADEC of  
12 the identity of its contractors performing work under this  
13 Agreement. The Army shall provide copies of this Agreement to  
14 all contractors performing work under this Agreement. The Army  
15 shall ensure that whenever a contractor is selected by negotiated  
16 procurement specifically to perform work under this Agreement,  
17 demonstrated experience with arctic conditions shall, if  
18 relevant, be identified in the solicitation as a significant  
19 evaluation factor or subfactor (Federal Acquisition Regulation  
20 ("FAR") 15.406-5). The Army shall also ensure that whenever an  
21 Architect-Engineer firm is selected by negotiated procurement  
22 specifically to perform work under this Agreement, U.S. EPA and  
23 ADEC shall be invited to review and comment upon the Standard  
24 Forms 254 (Architect-Engineer and Related Services Questionnaire)  
25 and 255 (Architect- Engineer and Related Services Questionnaire  
26 for Specific Contract) concerning prospective Architect-Engineer

1 firms before the Preselection Board prepares its preselection  
2 list.

3           4.3           Under no condition shall a Party under this  
4 Agreement utilize the services of any consultant, prime  
5 contractor, or subcontractor who has been suspended, debarred, or  
6 voluntarily excluded within the scope of 40 CFR Part 32 or under  
7 the Federal Acquisition Regulation ("FAR") at 48 CFR Subpart 9.4  
8 et seq.

9           4.4           Each undersigned representative of a Party  
10 certifies that he or she is fully authorized to enter into the  
11 terms and conditions of this Agreement and to legally bind such  
12 Party to this Agreement.

13  
14                           V. RCRA-CERCLA INTEGRATION

15           5.1           The Parties intend to integrate the Army's  
16 CERCLA response obligations and RCRA corrective action  
17 obligations that relate to the release(s) of hazardous  
18 substances, hazardous wastes, hazardous constituents, pollutants,  
19 or contaminants covered by this Agreement into this comprehensive  
20 Agreement. Therefore, the Parties intend that activities covered  
21 by this Agreement will achieve compliance with CERCLA, 42 U.S.C.  
22 9601 et seq.; satisfy the corrective action requirements of  
23 Sections 3004(u) and (v) of RCRA, 42 U.S.C. § 6924(u) and (v),  
24 for a RCRA permit, and Section 3008(h), 42 U.S.C. § 6928(h), for  
25 interim status facilities; and meet or exceed all applicable or  
26 relevant and appropriate federal and state laws and regulations,

1 to the extent required by Section 121 of CERCLA, 42 U.S.C.  
2 § 9621, and applicable state law.

3           5.2           Based upon the foregoing, the Parties intend  
4 that any remedial action selected, implemented, and completed  
5 under this Agreement will be protective of human health and the  
6 environment such that remediation of releases covered by this  
7 Agreement shall obviate the need for further corrective action  
8 under RCRA (i.e., no further corrective action shall be  
9 required). The Parties agree that with respect to releases of  
10 hazardous waste or hazardous constituents covered by this  
11 Agreement, RCRA shall be considered an ARAR pursuant to Section  
12 121 of CERCLA, 42 U.S.C. § 9621. Releases or other hazardous  
13 waste activities not covered by this Agreement remain subject to  
14 all applicable state and federal environmental requirements.

15           5.3           The Parties recognize that the requirement  
16 to obtain permits for response actions undertaken pursuant to  
17 this Agreement shall be as provided for in CERCLA and the NCP.  
18 The Parties further recognize that ongoing hazardous waste  
19 management activities at Fort Wainwright may require the issuance  
20 of permits under federal and state laws. This Agreement does not  
21 affect the requirements, if any, to obtain such permits.  
22 However, if a permit is issued to the Army for ongoing hazardous  
23 waste management activities at the Site, U.S. EPA or ADEC shall  
24 reference and incorporate any appropriate provisions, including  
25 appropriate schedules (and the provision for extension of such  
26 schedules), of this Agreement into such permit. With respect to

1 those portions of this Agreement incorporated by reference into  
2 permits, the Parties intend that judicial review of the  
3 incorporated portions shall, to the extent authorized by law, be  
4 reviewed only under the provisions of CERCLA.

5 5.4. Nothing in this Agreement shall alter any  
6 Party's rights with respect to removal actions conducted pursuant  
7 to Section 104 of CERCLA, 42 U.S.C. § 9604. Any removal actions  
8 conducted at the Site shall be conducted in a manner consistent  
9 with this Agreement, CERCLA, the NCP, and Executive Order 12580.

10  
11 VI. FINDINGS OF FACT

12 6.1 For purposes of this Agreement, the  
13 following constitutes a summary of the facts upon which this  
14 Agreement is based. None of the facts related herein are  
15 admissions nor are they legally binding upon any Party with  
16 respect to any unrelated claims of persons not a Party to this  
17 Agreement.

18 6.2 Fort Wainwright constitutes approximately  
19 nine hundred and eleven thousand (911,604) acres in the Fairbanks  
20 North Star Borough. Included in this is a range complex,  
21 maneuver areas, missile sites, and a cantonment area located on  
22 the eastern border of the City of Fairbanks.

23 6.3 Major sources of contamination on Fort  
24 Wainwright include unlined landfills, fire training pits, drum  
25 storage areas, pesticide storage and mixing zones, and numerous  
26 other storage and disposal sites.

1           6.4           Fort Wainwright was proposed for inclusion  
2 on the CERCLA National Priorities List ("NPL") in July 1989.  
3 54 Fed. Reg. 29820 (July 14, 1989). It was listed final in  
4 August 1990. 55 Fed. Reg. 35502 (August 30, 1990).  
5

6                               VII. REGULATORY DETERMINATIONS

7           7.1           For purposes of this Agreement, the  
8 following constitutes a summary of the Regulatory Determinations  
9 upon which this Agreement is based. None of the Regulatory  
10 Determinations related herein are admissions nor are they legally  
11 binding upon any Party with respect to any unrelated claims of  
12 person(s) not a Party to this Agreement.

13           7.2           Fort Wainwright is a Site within the meaning  
14 of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

15           7.3           Hazardous substances, pollutants, or  
16 contaminants within the meaning of Sections 101(14) and 104(a)(2)  
17 of CERCLA, 42 U.S.C. §§ 9601(14) and 9604(a)(2), have been  
18 disposed of at the Site;

19           7.4           There have been releases of hazardous  
20 substances, pollutants, or contaminants into the environment  
21 within the meaning of Sections 101(22), 104, 106, and 107 of  
22 CERCLA, 42 U.S.C. §§ 9601(22), 9604, 9606, and 9607, at and from  
23 the Site;

24           7.5           With respect to those releases, the Army is  
25 an owner and/or operator within the meaning of Section 107 of  
26 CERCLA, 42 U.S.C. § 9607;

1           7.6           The actions to be taken pursuant to this  
2 Agreement are reasonable and necessary to protect human health  
3 and the environment; and

4           7.7           A reasonable time for beginning and/or  
5 completing the actions has been, or will be, provided.

6  
7                               VIII. SCOPE OF AGREEMENT

8                               A. Work to be Performed

9           8.1           The Parties intend that work done and data  
10 generated prior to the effective date of this Agreement be  
11 retained and utilized to the maximum extent technically feasible  
12 in accordance with applicable law.

13           8.2           The Army will conduct and finance the cost  
14 of each RI/FS or other consultant studies in accordance with each  
15 RI/FS Management Plan or Work Plan and implement the RD/RA at the  
16 Site in accordance with the appropriate RD and the RA Work Plan,  
17 and all relevant statutes and regulations.

18           8.3           All work performed pursuant to this  
19 Agreement shall be under the direction and supervision, or in  
20 consultation with, a qualified engineer, geologist, or equivalent  
21 expert with expertise in hazardous substances remedial  
22 investigation and/or remediation.

23           8.4           The Army shall perform the tasks and submit  
24 plans, reports, and other documents as required by the Plans.

25           8.5           These matters are set forth in more detail  
26 below and in the subsequent RI/FS Management Plans, PSE Work

1 Plans, and RA Work Plans. This Agreement fully incorporates the  
2 provisions of these Plans that relate to the implementation of  
3 this Agreement, including, but not limited to, definitions and  
4 procedures for submission, review, and approval of documents. In  
5 the event of any inconsistency between this Agreement and the  
6 Plans, this Agreement shall govern unless and until duly amended  
7 pursuant to Part XXXIII of this Agreement.

8 B. Site Evaluation

9 8.6 The Army agrees to perform a Site  
10 evaluation, to determine whether there are any other potential  
11 sources of contamination that should be addressed under this  
12 Agreement. The Site evaluation will consist of at least two (2)  
13 components:

14 (a) An effort to locate and interview currently known  
15 or reasonably ascertainable current and past  
16 employees still in the Fairbanks, Alaska, area  
17 who may have personal knowledge of historical  
18 activities generating potential sources of  
19 contamination; and

20 (b) An inspection of all available historical aerial  
21 photographs.

22 The Army, through its Project Manager, will give ADEC the  
23 opportunity to participate in all aspects of the Site evaluation.

24 The Army will prepare a written summary of the results of the  
25 Site evaluation, to be submitted to U.S. EPA and ADEC by a date  
26 to be decided by the Project Managers for all Parties. Sources

1 discovered as a result of the Site evaluation may be evaluated as  
2 a new source pursuant to Paragraph 24.3 of this Agreement.

3 C. Preliminary Source Evaluation

4 8.7 The Army shall evaluate sources under the  
5 PSE process pursuant to Attachment I.

6 D. Interim Remedial Actions

7 8.8 The Army shall, where appropriate, develop  
8 and implement Interim Remedial Actions ("IRAs") that shall be set  
9 forth in an RI/FS Management Plan. The IRA(s) shall be  
10 consistent with the purposes set forth in Part III of this  
11 Agreement.

12 E. Remedial Investigations

13 8.9 The Army shall develop, implement, and  
14 report upon remedial investigations of the Site. These  
15 investigations shall comply with applicable requirements of  
16 CERCLA; the NCP; and, to the extent set forth in this Agreement,  
17 pertinent written national guidance and U.S. EPA national policy.

18 F. Feasibility Studies

19 8.10 The Army shall design, propose, undertake,  
20 and report upon feasibility studies for the Site. These studies  
21 shall comply with applicable requirements of CERCLA; the NCP;  
22 and, to the extent set forth in this Agreement, pertinent written  
23 national guidance and U.S. EPA national policy.

24 G. Remedial Actions

25 8.11 The Army shall develop and submit its  
26 proposed RA alternative. ADEC may recommend to U.S. EPA the RA



1 alternative it deems appropriate. U.S. EPA and the Army, in  
2 consultation with ADEC, shall make final selection of the RA(s)  
3 for each OU. In the event of disagreement, U.S. EPA shall make  
4 final selection of the RA(s). The selection of RA(s) by the  
5 U.S. EPA Administrator shall be final, subject to Part XXXVI.

6 H. Technical Review Committee

7 8.12 Pursuant to 10 U.S.C. § 2705(c), the Army  
8 shall establish a Technical Review Committee ("TRC") and, in  
9 consultation with the Parties, shall provide for representatives  
10 from the following organizations to serve as members of the TRC:

- 11 a. A representative of Fort Wainwright;  
12 b. A representative of ADEC;  
13 c. A representative each from Fairbanks North Star  
14 Borough, the City of Fairbanks, and the City of North Pole; and  
15 d. Designated representative(s) from the local  
16 communities.

17 8.13 The purpose of the TRC is to afford a forum  
18 for cooperation between the Army and concerned local officials  
19 and citizens and to provide a meaningful opportunity for the  
20 members of the TRC to become informed and to express their  
21 opinion about significant aspects of the RI/FS or the RD/RA  
22 process.

23 8.14 The Army Garrison Commander or delegate  
24 shall serve as the Chair of the TRC meetings. The Chair shall  
25 schedule regular meetings of the TRC approximately every six (6)  
26 months. Regular meetings of the TRC shall be for the purpose of

1 reviewing progress under the RI/FS or the RD/RA and discussing  
2 other matters of interest to the TRC. Special meetings of the  
3 TRC may be held at the request of members.

#### IX. PROJECT MANAGERS

4  
5  
6 9.1 U.S. EPA, ADEC, and the Army shall each  
7 designate a Project Manager and Alternate (hereinafter jointly  
8 referred to as Project Manager) for the purpose of overseeing the  
9 implementation of this Agreement. Within five (5) days of the  
10 effective date of this Agreement, each Party shall notify the  
11 other Parties of the name and address of its Project Manager.  
12 Any Party may change its designated Project Manager by notifying  
13 the other Parties, in writing, within five (5) days of the  
14 change. Communications between the Parties concerning the terms  
15 and conditions of this Agreement shall be directed through the  
16 Project Managers as set forth in Part XIV of this Agreement. Each  
17 Project Manager shall be responsible for assuring that all  
18 communications from the other Project Managers are appropriately  
19 disseminated and processed by their respective Agencies.

20 9.2 Project Managers shall have the authority  
21 to: (1) take samples, request split samples, and ensure that  
22 work is performed properly and in accordance with the terms of  
23 any final Management Plan; (2) observe all activities performed  
24 pursuant to this Agreement, take photographs, and make such other  
25 reports on the progress of the work as the Project Managers deem  
26 appropriate; (3) review records, files, and documents relevant to

1 this Agreement; (4) recommend and request minor field  
2 modifications to the work to be performed pursuant to the  
3 Agreement, or in techniques, procedures, or designs utilized in  
4 carrying out this Agreement; (5) exercise the authorities granted  
5 to them in this Part, and the NCP; and (6) act in accordance with  
6 Paragraph 33.1 (Modification/Amendment of Agreement).

7           9.3           Each Project Manager shall be, or rely on, a  
8 qualified and competent person with experience in hazardous  
9 substances site investigations and remedial actions and having  
10 the skills necessary to implement this Agreement.

11           9.4           The Project Managers may, in accordance with  
12 Part XX(J) of this Agreement, make modifications to the work to  
13 be performed pursuant to this Agreement, or in techniques,  
14 procedures, or designs utilized in carrying out this Agreement.  
15 Any minor field modification proposed by any Party pursuant to  
16 this Part must be approved orally by all Parties' Project  
17 Managers to be effective. The Army Project Manager will make a  
18 contemporaneous record of such modification and approval in a  
19 written log, and a summary of the log entry will be included in  
20 the next progress report. Even after approval of the proposed  
21 modification, no Project Manager will require implementation by a  
22 government contractor without approval of the appropriate  
23 Government Contracting Officer.

24           9.5           The Project Manager for the Army shall be  
25 responsible for day-to-day field activities at the Site, and  
26 shall have all the authority vested in the On-Scene Coordinator

1 and Remedial Project Manager by the NCP, 40 CFR Part 300. The  
2 Project Manager for the Army shall be physically present at the  
3 Site, or reasonably available to supervise work, during all hours  
4 of work performed at the Site pursuant to this Agreement.

5           9.6           The Project Managers shall be reasonably  
6 available to consult on work performed pursuant to this Agreement  
7 and shall make themselves available to each other for the  
8 pendency of this Agreement. The absence of the Army, U.S. EPA,  
9 or ADEC Project Managers from the Site shall not be cause for  
10 work stoppage or delay.

11  
12                           X. ACCESS

13           10.1           Without limitation on any authority  
14 conferred on them by law, U.S. EPA, ADEC, and/or their authorized  
15 representatives, shall have authority to enter the Site at all  
16 reasonable times for the purposes of, among other things:  
17 (1) inspecting records, operating logs, contracts, and other  
18 documents relevant to implementation of this Agreement;  
19 (2) reviewing the progress of the Army, its response action  
20 contractors, or agents in implementing this Agreement;  
21 (3) conducting such tests as ADEC and U.S. EPA Project Managers  
22 deem necessary; and (4) verifying the data submitted to U.S. EPA  
23 and ADEC by the Army. The Army shall honor all requests for such  
24 access by U.S. EPA and ADEC, subject only to any statutory or  
25 regulatory requirement as may be necessary to protect national  
26 security or mission-essential activities.

1           10.2           The Army shall provide an escort whenever  
2 U.S. EPA or ADEC require access to areas designated as restricted  
3 in accordance with Army Regulation 190-13. U.S. EPA and ADEC  
4 will seek permission from this escort prior to using any camera,  
5 sound recording, or other recording device in such restricted  
6 areas. The Parties agree that the provision of an escort will  
7 not unreasonably delay access or unreasonably restrict use of  
8 recording devices. To the extent possible, U.S. EPA and ADEC  
9 shall provide reasonable notice to the Army Project Manager to  
10 request necessary escorts.

11           10.3           All Parties with access to the Site pursuant  
12 to this Part shall comply with all applicable health and safety  
13 plans.

14           10.4           In the event that any access requested by  
15 either U.S. EPA or ADEC is denied by the Army, the Army shall,  
16 within forty-eight (48) hours, provide a written explanation of  
17 the reason for the denial, including reference to the applicable  
18 regulations, and, upon request, a copy of such regulations. The  
19 Army shall, as expeditiously as possible, make alternative  
20 arrangements for accommodating the requested access. The Army  
21 shall not restrict the access rights of U.S. EPA or ADEC to any  
22 greater extent than the Army restricts the access rights of its  
23 contractors performing work pursuant to this Agreement.

24           10.5           To the extent that this Agreement requires  
25 access to property not owned and controlled by the Army, the Army  
26 shall exercise its authorities to obtain access pursuant to

1 Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and will make  
2 every reasonable effort to obtain signed access agreements for  
3 itself, its contractors, agents, U.S. EPA, and ADEC, and provide  
4 U.S. EPA and ADEC with copies of such agreements. The Army may  
5 request the assistance of ADEC in obtaining such access, and,  
6 upon such request, ADEC will use their best efforts to obtain the  
7 required access. With respect to the non-Army property upon  
8 which monitoring wells, pumping wells, treatment facilities, or  
9 other response actions are to be located, the access agreements  
10 should provide that no conveyance of title, easement, or other  
11 interest in the property shall be consummated without provisions  
12 for the continued operation of such wells, treatment facilities,  
13 or other response actions on the property. The access agreements  
14 should also provide to the extent practicable that the owners of  
15 any property where monitoring wells, pumping wells, treatment  
16 facilities, or other response actions are located shall notify  
17 the Army, ADEC, and the U.S. EPA by certified mail, at least  
18 thirty (30) days prior to any conveyance, of the property owner's  
19 intent to convey any interest in the property and of the  
20 provisions made for the continued operation of the monitoring  
21 wells, treatment facilities, or other response actions installed  
22 pursuant to this Agreement.

23           10.6           Nothing in this Part shall be construed to  
24 limit the discretion of the Army to exercise the authority of the  
25 President under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), as  
26 delegated by Executive Order 12580.

1                   XI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

2                   11.1       The Parties shall make available to each  
3 other quality-assured results of sampling, tests, or other data  
4 generated by or on behalf of any Party under this Agreement  
5 within sixty (60) days of collection or field testing. If  
6 quality assurance is not completed within sixty (60) days,  
7 preliminary data or results shall be made available within the  
8 sixty (60) day period and quality assured data or results shall  
9 be submitted as they become available but in no event later than  
10 one hundred (100) days after the sampling or testing. These  
11 periods can be extended upon mutual agreement among the Project  
12 Managers.

13                  11.2       At the request of either the ADEC or  
14 U.S. EPA Project Manager, the Army shall allow split or duplicate  
15 samples to be taken by ADEC or U.S. EPA during sample collection  
16 conducted during the implementation of this Agreement. The  
17 Army's Project Manager shall notify the U.S. EPA and ADEC Project  
18 Managers not less than fourteen (14) business days in advance of  
19 any scheduled well drilling, sample collection, or other  
20 monitoring activity, conducted pursuant to this Agreement. The  
21 Project Managers will be notified prior to any unscheduled  
22 sampling event. The fourteen (14) day notification can be waived  
23 upon mutual agreement among the Project Managers.

24                  11.3       If preliminary analysis indicates a  
25 potential imminent and substantial endangerment to the public  
26 health, all Project Managers shall be immediately notified.

1           11.4       Laboratory reports shall be made available  
2 at the Site for the review of the Parties immediately upon  
3 completion of laboratory analysis.  
4

5                           XII. QUALITY ASSURANCE

6           12.1       Throughout all sample collection,  
7 transportation, and analyses activities conducted in connection  
8 with this Agreement, the Army shall use procedures for quality  
9 assurance, for quality control, and for chain-of-custody in  
10 accordance with approved U.S. EPA methods, including "Interim  
11 Guidelines and Specifications for Preparing Quality Assurance  
12 Project Plans," QAMS-005/80, "Data Quality Objective Guidance,"  
13 U.S. EPA 1540/687/003 and 004, and subsequent amendments to such  
14 guidelines. The Army shall require each laboratory it uses to  
15 perform any analysis according to approved U.S. EPA methods and  
16 to demonstrate a quality assurance/quality control program  
17 consistent with that followed by U.S. EPA and consistent with  
18 U.S. EPA document QAMS-005/80.  
19

20                           XIII. REPORTING

21           13.1       The Army shall submit to the other Parties  
22 quarterly written progress reports. The reports will include,  
23 but not be limited to, the following information:

24                   (a)       A detailed summary of all of the remedial,  
25 removal, and investigation activities during the previous  
26 quarter, including any analytical results, any community  
27



relations activities, and any community contacts or inquiries related to the hazardous substance contamination at the Site;

(b) An outline of the planned activities for the upcoming quarter;

(c) A detailed statement of the manner and the extent to which the timetables and deadlines are being met;

(d) The status of efforts to obtain rights-of-entry necessary for monitoring and well installation off-Base; and

(e) The status of any other activities proposed or underway that may affect any phase of the activities described in Attachment I.

13.2 The quarterly written progress reports shall be submitted on the twentieth (20th) day of each calendar quarter following the effective date of this Agreement.

#### XIV. NOTICE TO THE PARTIES

14.1 All Parties shall expeditiously transmit primary and secondary documents, and all notices required herein. Time limitations shall commence upon receipt.

14.2 Unless otherwise provided, notice to the individual Parties shall be provided under this Agreement to the following addresses:

(A) For the Army:  
Directorate of Engineering and Housing  
6th Infantry Division (Light) and  
U.S. Army Garrison, Alaska  
Attn: APVR-DE-PSE  
Fort Richardson, Alaska 99505-5500

1 (B) For U.S. EPA:

2 U.S. Environmental Protection Agency  
3 Alaska Operations Office  
4 222 W. 7th Avenue, Box 19  
5 Anchorage, Alaska 99513  
6 (907) 271-5083  
7 and

8 U.S. Environmental Protection Agency  
9 Superfund Federal Facility Branch  
10 1200 Sixth Avenue, HW-074  
11 Seattle, Washington 98101  
12 (206) 553-7261

13 (C) For the State of Alaska:

14 Alaska State Department of  
15 Environmental Conservation  
16 Northern Regional Office  
17 1001 Noble Street, Suite 350  
18 Fairbanks, Alaska 99701  
19 (907) 451-2360

20 XV. PERMITS

21 15.1 Nothing in this Agreement relieves the Army  
22 from the requirement of obtaining an otherwise applicable permit  
23 or other authorization whenever it proposes a response action  
24 involving the shipment or movement off-site of a hazardous  
25 substance, or undertakes any activities not directly related to  
26 response actions at the Site.

27 XVI. RETENTION OF RECORDS

28 16.1 The Parties shall preserve for a minimum of  
seven (7) years after termination of this Agreement all records  
and documents in their possession or in the possession of their  
divisions, employees, agents, accountants, contractors, or  
attorneys that relate to the presence of hazardous wastes and

1 constituents, hazardous substances, pollutants, and contaminants  
2 at the Site or to the implementation of this Agreement, despite  
3 any document retention policy to the contrary. After this  
4 seven (7) year period, the Parties shall notify one another at  
5 least forty-five (45) days prior to destruction or disposal of  
6 any such documents or records. Upon request by any Party, all  
7 Parties shall make available such records or documents, or true  
8 copies to one another. After termination of this Agreement,  
9 documents may be converted to permanent electronic or optical  
10 media and paper originals disposed of after forty-five (45) days  
11 notification to the other Parties.

12  
13 XVII. PUBLIC PARTICIPATION AND ADMINISTRATIVE RECORD

14 17.1 The Parties agree that this Agreement and  
15 any subsequent plan(s) for remedial action at the Site arising  
16 out of this Agreement shall comply with the administrative record  
17 and public participation requirements of CERCLA, including  
18 Sections 113(k) and 117 of CERCLA, 42 U.S.C. §§ 9613(k) and 9617,  
19 the NCP, and U.S. EPA national guidance on public participation  
20 and administrative records.

21 17.2 The Army shall develop and implement a  
22 Community Relations Plan ("CRP") that responds to the need for an  
23 interactive relationship with all interested community elements,  
24 both on- and off-Site, regarding activities and elements of work  
25 undertaken by the Army. The Army agrees to develop and implement  
26 the CRP in a manner consistent with Section 117 of CERCLA,

1 42 U.S.C. § 9617, the NCP, and U.S. EPA national guidance.

2 17.3 The Army shall establish and maintain an  
3 administrative record at or near Fort Wainwright in accordance  
4 with Section 113(k) of CERCLA, 42 U.S.C. § 9613(k). The  
5 administrative record shall be established and maintained in  
6 accordance with U.S. EPA national policy and guidelines. A copy  
7 of each document included in the administrative record developed  
8 by the Army shall be supplied to ADEC, and shall expeditiously be  
9 provided to U.S. EPA upon written request. The Army shall  
10 provide to U.S. EPA and ADEC an Index of documents in the  
11 administrative record on a quarterly basis, if changes have  
12 occurred.

13

14 XVIII. CREATION OF DANGER/EMERGENCY ACTION

15 18.1 In the event U.S. EPA or ADEC determine that  
16 activities conducted pursuant to this Agreement, or any other  
17 circumstances or activities, are creating an imminent and  
18 substantial endangerment to the health or welfare of the people  
19 on the Site or in the surrounding area or to the environment,  
20 U.S. EPA or ADEC may require or order the Army to stop further  
21 implementation of this Agreement for such period of time as  
22 needed to abate the danger. Any unilateral work stoppage for  
23 longer than twenty-four (24) hours requires the concurrence of  
24 the U.S. EPA Division Director, in accordance with Paragraph  
25 21.9.

26 18.2 In the event the Army determines that

27

1 XIX. FIVE YEAR REVIEW

2 19.1 If a remedial action is selected that  
3 results in any hazardous substances, pollutants, or contaminants  
4 remaining at the Site, the Parties shall review such remedial  
5 action no less often than each five (5) years after the  
6 initiation of such remedial action to assure that human health  
7 and the environment are being protected by the remedial action  
8 being implemented. The U.S. EPA Project Manager and the ADEC  
9 Project Manager shall advise the Army Project Manager of their  
10 findings in this regard. If any Party determines that additional  
11 action is required, the Agreement may be amended pursuant to Part  
12 XXXVIII. If the Parties are unable to agree on the need to amend  
13 this Agreement, dispute resolution under Part XXI shall be  
14 available to any Party.

15  
16 XX. CONSULTATION WITH U.S. EPA AND ADEC

17 A. Applicability

18 20.1 The provisions of this Part establish the  
19 procedures that shall be used by the Parties to provide each  
20 other with appropriate notice, review, comment, and response to  
21 comments regarding RI/FS and RD/RA documents, specified herein as  
22 either primary or secondary documents. In accordance with  
23 Section 120 of CERCLA, 42 U.S.C. § 9620, and 10 U.S.C. § 2705,  
24 the Army will normally be responsible for issuing primary and  
25 secondary documents to U.S. EPA and ADEC. As of the effective  
26 date of this Agreement, all draft and draft final documents for

1 any deliverable document identified herein shall be prepared,  
2 distributed, and subject to dispute in accordance with Paragraphs  
3 20.3 through 20.24.

4           20.2           The designation of a document as "draft" or  
5 "final" is solely for purposes of consultation with U.S. EPA and  
6 ADEC in accordance with this Part. Such designation does not  
7 affect the obligation of the Parties to issue documents, which  
8 may be referred to herein as "final," to the public for review  
9 and comment as appropriate and as required by law.

10           B.   General Process for RI/FS and RD/RA Documents

11           20.3           Primary documents include those documents  
12 that are major, discrete portions of RI/FS or RD/RA activities.  
13 Primary documents are initially issued by the Army in draft  
14 subject to review and comment by U.S. EPA and ADEC. Following  
15 receipt of comments on a particular draft primary document, the  
16 Army will respond to the comments received and issue a draft  
17 final primary document subject to dispute resolution. The draft  
18 final primary document will become the final primary document  
19 either thirty (30) days after the submittal of a draft final  
20 document if dispute resolution is not invoked, unless otherwise  
21 agreed as provided in Paragraph 20.18, or as modified by decision  
22 of the dispute resolution process. U.S. EPA and ADEC shall,  
23 within the first fifteen (15) days of this thirty (30) day period  
24 for finalization of primary documents, identify to the Army any  
25 issues or comments in order to provide sufficient time for  
26 review, discussion, and modification of draft final documents as

1 necessary to resolve potential disputes.

2           20.4       Secondary documents include those documents  
3 that are discrete portions of the primary documents and are  
4 typically input or feeder documents. Secondary documents are  
5 issued by the Army in draft subject to review and comment by  
6 U.S. EPA and ADEC. Although the Army will respond to comments  
7 received, the draft secondary documents may be finalized in the  
8 context of the corresponding primary documents. A secondary  
9 document may be disputed only at the time the corresponding draft  
10 final primary document is issued.

11                   C. Primary Documents

12           20.5       The Army shall complete and transmit draft  
13 documents for the following primary documents to U.S. EPA and  
14 ADEC for review and comment in accordance with the provisions of  
15 this Part:

- 16           (a) SOW for OU 5  
17           (b) RI/FS Management Plan, including Work Plan, Field  
18               Sampling Plan ("FSP"), Quality Assurance Project  
19               Plan ("QAPP"), Community Relations Plan ("CRP"),  
20               and Treatability Study Work Plan (as needed)  
21           (c) RI/FS, including RI, Baseline Risk Assessment, FS  
22           (d) ROD  
23           (e) Remedial Design  
24           (f) Remedial Action Work Plan

25           20.6       Only the draft final documents for the  
26 primary documents identified above shall be subject to dispute

1 resolution. The Army shall complete and transmit draft primary  
2 documents in accordance with the schedules and deadlines  
3 established pursuant to Part XXIV of this Agreement. Primary  
4 documents may include secondary document target dates as provided  
5 for in Paragraph 20.8. The purpose of target dates is to assist  
6 the Army in meeting deadlines, but target dates do not become  
7 enforceable by their inclusion in the primary documents and are  
8 not subject to Parts XXII, XXIII, XXIV, and/or XXV.

9 D. Secondary Documents

10 20.7 The Army shall complete and transmit draft  
11 documents for the following secondary documents to U.S. EPA and  
12 ADEC for review and comment in accordance with the provisions of  
13 this Part:

- 14 (a) Statement of Work
- 15 (b) Source Characterization Summary, if appropriate
- 16 (c) Conceptual Source Model (typically, part of a  
17 Work Plan)
- 18 (d) Initial Identification of ARARs and TBCs
- 19 (e) Health and Safety Plan ("HSP")
- 20 (f) Treatability Study Report, as needed
- 21 (g) Proposed Plan
- 22 (h) 35% Remedial Design
- 23 (i) 60% Remedial Design
- 24 (j) Post-wide monitoring documents
- 25 (k) Additional secondary documents, as agreed

26 20.8 Although U.S. EPA and ADEC may comment on



1 the draft documents for the secondary documents listed above,  
2 such documents shall not be subject to dispute resolution except  
3 as provided by Paragraph 20.4. Target dates shall be established  
4 pursuant to Part XXIV of this Agreement for the completion and  
5 transmission of draft secondary documents.

6 E. Meetings of the Project Managers on Development of Documents

7           20.9           The Project Managers shall meet  
8 approximately every thirty (30) days, except as otherwise agreed  
9 by the Parties, to review and discuss the progress of work being  
10 performed at the Site on the primary and secondary documents.  
11 Prior to preparing any draft document specified in Paragraphs  
12 20.5 and 20.7 above, the Project Managers shall meet to discuss  
13 the document results in an effort to reach a common  
14 understanding, to the maximum extent practicable, with respect to  
15 the results to be presented in the draft document. Prior to the  
16 development of either a Statement of Work, Management Plan, or  
17 Sampling and Analysis Plan, the Project Managers shall meet to  
18 develop a Scope of Work that will be used when preparing a  
19 Sampling and Analysis Plan or Management Plan for a remedial site  
20 inspection or investigation.

21 F. Identification and Determination of Potential ARARS

22           20.10          For those primary or secondary documents  
23 that consist of or include ARAR determinations, prior to the  
24 issuance of a draft document the Project Managers shall meet to  
25 identify and propose, to the best of their ability, all potential  
26 ARARS pertinent to the document being addressed. Draft ARAR

1 determinations shall be prepared in accordance with Section  
2 121(d)(2) of CERCLA, 42 U.S.C. § 9621(d)(2), the NCP, and  
3 pertinent written national guidance issued by U.S. EPA and ADEC,  
4 that is not inconsistent with CERCLA and the NCP.

5           20.11       In identifying potential ARARs, the Parties  
6 recognize that actual ARARs can be identified only on a  
7 source-specific basis and that ARARs depend on the specific  
8 hazardous substances, pollutants, and contaminants at a source,  
9 the particular actions proposed as a remedy, and the  
10 characteristics of a source. The Parties recognize that ARAR  
11 identification is necessarily an iterative process and that  
12 potential ARARs must be re-examined throughout the RI/FS process  
13 until a ROD is issued.

14           G. Review and Comment on Draft Documents

15           20.12       The Army shall complete and transmit each  
16 draft primary document to U.S. EPA and ADEC on or before the  
17 corresponding deadline established for the issuance of the  
18 document. The Army shall complete and transmit the draft  
19 secondary document in accordance with the target dates  
20 established for the issuance of such documents.

21           20.13       Unless the Parties mutually agree to another  
22 time period, all draft documents shall be subject to a thirty  
23 (30) day period for review and comment. Review of any document  
24 by U.S. EPA or ADEC may concern all aspects of the document  
25 (including completeness) and should include, but is not limited  
26 to, technical evaluation of any aspect of the document, and

1 consistency with CERCLA, the NCP, applicable state laws, and any  
2 pertinent national guidance or policy issued by U.S. EPA or ADEC.  
3 Comments by U.S. EPA and ADEC shall be provided with adequate  
4 specificity so that the Army may respond to the comments and, if  
5 appropriate, make changes to the draft document. Comments shall  
6 refer to any pertinent sources of authority or references upon  
7 which the comments are based, and, upon request of the Army,  
8 U.S. EPA or ADEC shall provide a copy of the cited authority or  
9 reference. In cases involving complex or unusually lengthy  
10 reports, U.S. EPA or ADEC may extend the thirty (30) day comment  
11 period for an additional twenty (20) days by written notice to  
12 the Army prior to the end of the thirty (30) day period. In  
13 unusual circumstances, U.S. EPA or ADEC may request the Army to  
14 extend the current period for an additional twenty (20) days, and  
15 the Army will not unreasonably deny such request. On or before  
16 the close of the comment period, U.S. EPA and ADEC shall transmit  
17 by next day mail their written comments to the Army.

18           20.14       Representatives of the Army shall make  
19 themselves readily available to U.S. EPA and ADEC during the  
20 comment period for purposes of informally responding to questions  
21 and comments on draft documents. Oral comments made during such  
22 discussions need not be the subject of a written response by the  
23 Army on the close of the comment period.

24           20.15       In commenting on a draft document that  
25 contains a proposed ARAR determination, U.S. EPA and ADEC shall  
26 include a reasoned statement of whether they object to any

1 portion of the proposed ARAR determination. To the extent that  
2 U.S. EPA or ADEC do object, they shall explain the basis for  
3 their objection in detail and shall identify any ARARs that they  
4 believe were not properly addressed in the proposed ARAR  
5 determination.

6           20.16       Following the close of the comment period  
7 for a draft document, the Army shall give full consideration to  
8 all written comments on the draft document submitted during the  
9 comment period. Within thirty (30) days of the close of the  
10 comment period on a draft secondary document, the Army shall  
11 transmit to U.S. EPA and ADEC its written response to comments  
12 received within the comment period. Within thirty (30) days of  
13 the close of the comment period on a draft primary document, the  
14 Army shall transmit to U.S. EPA and ADEC a draft final primary  
15 document that shall include the Army's response to all written  
16 comments received within the comment period. While the resulting  
17 draft final document shall be the responsibility of the Army, it  
18 shall be the product of consensus to the maximum extent possible.

19           20.17       The Army may extend the thirty (30) day  
20 period for either responding to comments on a draft document or  
21 for issuing the draft final primary document for an additional  
22 twenty (20) days by providing notice to U.S. EPA and ADEC. In  
23 appropriate circumstances, this time period may be further  
24 extended in accordance with Part XXV.

25           H.   Availability of Dispute Resolution for  
26               Draft Final Primary Documents

27           20.18       Project Managers may agree to extend by  
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1 fifteen (15) days the period for finalization of the draft final  
2 primary documents provided in Paragraph 20.3 for discussion and  
3 modification of draft final primary documents as necessary to  
4 resolve potential disputes.

5           20.19       Dispute resolution shall be available to the  
6 Parties for draft final primary documents as set forth in Part  
7 XXI.

8           20.20       When dispute resolution is invoked on a  
9 draft final primary document, work may be stopped in accordance  
10 with the procedures set forth in Part XXI.

11                   I. Finalization of Documents

12           20.21       The draft final primary document shall serve  
13 as the final primary document if no Party invokes dispute  
14 resolution regarding the document or, if invoked, at completion  
15 of the dispute resolution process should the Army's position be  
16 sustained. If the Army's determination is not sustained in the  
17 dispute resolution process, the Army shall prepare, within not  
18 more than thirty-five (35) days, a revision of the draft final  
19 document that conforms to the results of dispute resolution. In  
20 appropriate circumstances, the time period for this revision  
21 process may be extended in accordance with Part XXV hereof.

22                   J. Subsequent Modifications

23           20.22       Following finalization of any primary  
24 document pursuant to Paragraph 20.21 above, any Party may seek to  
25 modify the document, including seeking additional field work,  
26 pilot studies, computer modeling, or other supporting technical

1 work, only as provided in Paragraphs 20.23 and 20.24.

2           20.23       A Party may seek to modify a document after  
3 finalization if it determines, based on new information (i.e.,  
4 information that became available, or conditions that became  
5 known, after the document was finalized) that the requested  
6 modification is necessary. A Party may seek such a modification  
7 by submitting a concise written request to the Project Managers  
8 of the other Parties. The request shall specify the nature of  
9 the requested modification and how the request is based on new  
10 information.

11           20.24       In the event that a consensus among the  
12 Parties is reached, the modification shall be incorporated by  
13 reference and become fully enforceable under the Agreement. In  
14 the event that a consensus is not reached by the Project Managers  
15 on the need for a modification, any Party may invoke dispute  
16 resolution as provided in Part XXI to determine if such  
17 modification shall be conducted. Modification of a document  
18 shall be required only upon a showing that: (1) the requested  
19 modification is based on significant new information, and (2) the  
20 requested modification could be of significant assistance in  
21 evaluating effects on human health or the environment, in  
22 evaluating the selection of remedial alternatives, or in  
23 protecting human health or the environment.

24           20.25       Nothing in this Part shall alter U.S. EPA's  
25 or ADEC's ability to request the performance of additional work  
26 that was not contemplated by this Agreement. The Army's

obligation to perform such work must be established by either a modification of a document or by amendment to this Agreement.

## XXI. RESOLUTION OF DISPUTES

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

21.2 Within thirty (30) days after: (1) the issuance of a draft final primary document pursuant to this Agreement, or (2) any action that leads to or generates a dispute, the disputing Party shall submit to the Dispute Resolution Committee ("DRC") a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute, and the information the disputing Party is relying upon to support its position.

21.3 Prior to any Party's issuance of a written statement of dispute, the disputing Party shall engage the other Parties in informal dispute resolution among the Project Managers and/or their immediate supervisors. During this informal dispute resolution period the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.

1           21.4           The DRC will serve as a forum for resolution  
2 of disputes for which agreement has not been reached through  
3 informal dispute resolution. The Parties shall each designate  
4 one individual and an alternate to serve on the DRC. The  
5 individuals designated to serve on the DRC shall be employed at  
6 the policy level (SES or equivalent) or be delegated the  
7 authority to participate on the DRC for the purposes of dispute  
8 resolution under this Agreement. The U.S. EPA representative on  
9 the DRC is the Hazardous Waste Division Director ("Division  
10 Director") of U.S. EPA's Region 10. The Army's designated member  
11 is the Garrison Commander. ADEC's designated member is the  
12 Section Chief of the Contaminated Site Section ("Section Chief"),  
13 Alaska Department of Environmental Conservation. Written notice  
14 of any delegation of authority from a Party's designated  
15 representative on the DRC shall be provided to all other Parties.

16           21.5           Following elevation of a dispute to the DRC,  
17 the DRC shall have twenty-one (21) days to unanimously resolve  
18 the dispute and issue a written decision. If the DRC is unable to  
19 unanimously resolve the dispute within this twenty-one (21) day  
20 period, the written statement of dispute shall be forwarded to  
21 the Senior Executive Committee (SEC) for resolution within seven  
22 (7) days after the close of the twenty-one (21) day resolution  
23 period.

24           21.6           The SEC will serve as the forum for  
25 resolution of disputes for which agreement has not been reached  
26 by the DRC. The U.S. EPA representative on the SEC is the



1 Regional Administrator of U.S. EPA's Region 10. The Army's  
2 representative on the SEC is the Deputy Assistant Secretary of  
3 the Army (OHES). ADEC's representative on the SEC is the  
4 Director, Division of Spill Prevention and Response, Alaska  
5 Department of Environmental Conservation. The SEC members shall,  
6 as appropriate, confer, meet, and exert their best efforts to  
7 resolve the dispute and issue a written decision signed by all  
8 Parties. If unanimous resolution of the dispute is not reached  
9 within twenty-one (21) days, U.S. EPA's Regional Administrator  
10 shall issue a written position on the dispute. The Army or ADEC  
11 may, within twenty-one (21) days of the Regional Administrator's  
12 issuance of U.S. EPA's position, issue a written notice elevating  
13 the dispute to the Administrator of U.S. EPA for resolution in  
14 accordance with all applicable laws and procedures. In the event  
15 that the Army or ADEC elect not to elevate the dispute to the  
16 Administrator within the designated twenty-one (21) day  
17 escalation period, the Army and/or ADEC shall be deemed to have  
18 agreed with the Regional Administrator's written position with  
19 respect to the dispute.

20           21.7           Upon escalation of a dispute to the  
21 Administrator of U.S. EPA pursuant to Paragraph 21.6, the  
22 Administrator will review and resolve the dispute within  
23 twenty-one (21) days. Upon request, and prior to resolving the  
24 dispute, the U.S. EPA Administrator shall meet and confer with  
25 the Army's Secretariat Representative and the Commissioner of  
26 ADEC or the Commissioner's representative to discuss the issue(s)

1 under dispute. The Administrator will provide notice to all  
2 Parties of any Party's request to meet or confer with respect to  
3 any such dispute and will provide an adequate opportunity for all  
4 Parties to participate in any meeting or conference convened to  
5 resolve such dispute. Upon resolution, the Administrator shall  
6 provide the Army and ADEC with a written final decision setting  
7 forth resolution of the dispute. The duties of the Administrator  
8 set forth in this Part shall not be delegated.

9           21.8           The pendency of any dispute under this Part  
10 shall not affect the Army's responsibility for timely performance  
11 of the work required by this Agreement, except that the time  
12 period for completion of work affected by such dispute shall be  
13 extended for a period of time usually not to exceed the actual  
14 time taken to resolve any good faith dispute in accordance with  
15 the procedures specified herein. All elements of the work  
16 required by this Agreement that are not affected by the dispute  
17 shall continue and be completed in accordance with the applicable  
18 schedule.

19           21.9           When dispute resolution is in progress, work  
20 affected by the dispute will immediately be discontinued if the  
21 Division Director for U.S. EPA's Region 10 or the ADEC Section  
22 Chief request, in writing, that work related to the dispute be  
23 stopped because, in U.S. EPA's or ADEC's opinion, such work is  
24 inadequate or defective, and such inadequacy or defect is likely  
25 to yield an adverse effect on human health or the environment, or  
26 is likely to have a substantial adverse effect on the remedy

1 selection or implementation process. To the extent possible,  
2 U.S. EPA and ADEC shall consult with all Parties prior to  
3 initiating a work stoppage request. After stoppage of work, if  
4 any Party believes that the work stoppage is inappropriate or may  
5 have potential significant adverse impacts, that Party may meet  
6 with the other Parties to discuss the work stoppage. Following  
7 this meeting, and further consideration of the issues, the  
8 U.S. EPA Division Director will issue, in writing, a final  
9 decision with respect to the work stoppage. The final written  
10 decision of the U.S. EPA Division Director may immediately be  
11 subjected to formal dispute resolution. Such dispute may be  
12 brought directly to either the DRC or the SEC, at the discretion  
13 of the Party requesting dispute resolution.

14           21.10       Within twenty-one (21) days of resolution of  
15 a dispute pursuant to the procedures specified in this Part, the  
16 Army shall incorporate the resolution and final determination  
17 into the appropriate plan, schedule, or procedures and proceed to  
18 implement this Agreement according to the amended plan, schedule,  
19 or procedures.

20           21.11       Resolution of a dispute pursuant to this  
21 Part of the Agreement constitutes a final resolution of that  
22 dispute arising under this Agreement. All Parties shall abide by  
23 all terms and conditions of any final resolution of dispute  
24 obtained pursuant to this Part of this Agreement.

1 XXII. ENFORCEABILITY

2 22.1 The Parties agree that:

3 (a) Upon the effective date of this Agreement,  
4 any standard, regulation, condition, requirement, or order which  
5 has become effective under CERCLA and is incorporated into this  
6 Agreement is enforceable by any person pursuant to CERCLA § 310,  
7 and any violation of such standard, regulation, condition,  
8 requirement, or order will be subject to civil penalties under  
9 Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609;

10 (b) All deadlines associated with the RI/FS  
11 shall be enforceable by any person pursuant to Section 310 of  
12 CERCLA, 42 U.S.C. § 9659, and any violation of such deadlines  
13 will be subject to civil penalties under Sections 109 and 310(c)  
14 of CERCLA, 42 U.S.C. §§ 9609 and 9659(c);

15 (c) All terms and conditions of this Agreement  
16 that relate to interim or final remedial actions, including  
17 corresponding schedules and deadlines, and all work associated  
18 with the interim or final remedial actions, shall be enforceable  
19 by any person pursuant to Section 310(c) of CERCLA, 42 U.S.C.  
20 § 9659(c), and any violation of such terms or conditions will be  
21 subject to civil penalties under Sections 109 and 310(c) of  
22 CERCLA, 42 U.S.C. §§ 9609 and 9659(c); and

23 (d) Any final resolution of a dispute pursuant  
24 to Part XXI of this Agreement that establishes a term, condition,  
25 schedule, or deadline shall be enforceable by any person pursuant  
26 to Section 310(c) of CERCLA, 42 U.S.C. § 9659(c), and any

1 violation of such term, condition, schedule, or deadline will be  
2 subject to civil penalties under Sections 109 and 310(c) of  
3 CERCLA, 42 U.S.C. §§ 9609 and 9659(c).

4           22.2           The Parties agree that all Parties shall  
5 have the right to enforce the terms of this Agreement.

6  
7                           XXIII.   STIPULATED PENALTIES

8           23.1           In the event that the Army fails to submit a  
9 primary document to U.S. EPA and ADEC pursuant to the appropriate  
10 timetable or deadline in accordance with the requirements of this  
11 Agreement, or fails to comply with a term or condition of this  
12 Agreement that relates to an interim or final remedial action,  
13 U.S. EPA may assess a stipulated penalty against the Army. A  
14 stipulated penalty may be assessed in an amount not to exceed  
15 five thousand dollars (\$5,000) for the first week (or part  
16 thereof), and ten thousand dollars (\$10,000) for each additional  
17 week (or part thereof) for which a failure set forth in this  
18 paragraph occurs.

19           23.2           Upon determining that the Army has failed in  
20 a manner set forth in Paragraph 23.1, U.S. EPA shall so notify  
21 the Army in writing. If the failure in question is not already  
22 subject to dispute resolution at the time such notice is  
23 received, the Army shall have fifteen (15) days after receipt of  
24 the notice to invoke dispute resolution on the question of  
25 whether the failure did, in fact, occur. The Army shall not be  
26 liable for the stipulated penalty assessed by U.S. EPA if the

1 failure is determined, through the dispute resolution process,  
2 not to have occurred. No assessment of a stipulated penalty  
3 shall be final until the conclusion of dispute resolution  
4 procedures related to the assessment of the stipulated penalty.

5           23.3           The annual reports required by Section  
6 120(e)(5) of CERCLA, 42 U.S.C. § 9620(e)(5), shall include, with  
7 respect to each final assessment of a stipulated penalty against  
8 the Army under this Agreement, each of the following:

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

18           23.4           Stipulated penalties assessed pursuant to  
19 this Part shall be payable to the Hazardous Substances Response  
20 Trust Fund only in the manner and to the extent expressly  
21 provided for in Acts authorizing funds for, and appropriations  
22 to, the U.S. Department of Defense.

23           23.5           In no event shall this Part give rise to a  
24 stipulated penalty in excess of the amount set forth in Section  
25 109 of CERCLA, 42 U.S.C. § 9609.

26           23.6           This Part shall not affect the Army's  
27 ability to obtain an extension of a timetable, deadline, or

1 schedule pursuant to Part XXV of this Agreement.

2           23.7           Nothing in this Agreement shall be construed  
3 to render any officer or employee of the Army personally liable  
4 for the payment of any stipulated penalty assessed pursuant to  
5 this Part.

6  
7                           XXIV. DEADLINES

8           24.1           Enforceable deadlines (subject to extension  
9 pursuant to Parts XXV and XXXIII) for the draft primary documents  
10 are established in Attachment I (Table 6).

11           24.2           The Army will propose secondary document  
12 target dates not otherwise established in Attachment I. Within  
13 twenty-one (21) days of issuance of each ROD, the Army shall  
14 propose target dates for completion of the applicable draft  
15 secondary documents and deadlines for completion of the following  
16 draft primary documents:

17                   (a) Remedial Design

18                   (b) Remedial Action Work Plan

19 The Remedial Action Work Plan will establish additional primary  
20 and secondary documents, deadlines, and/or target dates. If the  
21 Parties agree on the proposed deadlines and/or target dates, the  
22 finalized deadlines and/or target dates shall be incorporated  
23 into the Agreement. If the Parties fail to agree within thirty  
24 (30) days of the proposed deadlines and/or target dates, the  
25 matter shall immediately be submitted for dispute resolution  
26 pursuant to Part XXI of this Agreement. The deadlines shall be

published utilizing the procedures set forth in Paragraph 24.4.

24.3 The Army shall provide notification to U.S. EPA and ADEC within thirty (30) days of identifying a new potential source area. Unless the Parties agree on another disposition, new source areas will be addressed under OU 5 as described in Attachment I.

24.4 The final deadlines established pursuant to this Part shall be published by U.S. EPA, in conjunction with ADEC.

#### XXV. EXTENSIONS

25.1 Either a deadline or a schedule shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by the Army shall be submitted in writing to the Project Managers and shall specify:

- a. The deadline or the schedule that is sought to be extended;
- b. The length of the extension sought;
- c. The good cause(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

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

- a. An event of Force Majeure;
- b. A delay caused by another Party's failure to meet any requirement of this Agreement;
- c. A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;



1 d. A delay caused, or that is likely to be caused,  
2 by the grant of an extension in regard to another  
deadline or schedule; and

3 e. Any other event or series of events mutually  
4 agreed to by the Parties as constituting good  
cause.

5 25.2 Absent agreement of the Parties with respect  
6 to the existence of good cause, the Army may seek and obtain a  
7 determination through the dispute resolution process that good  
8 cause exists.

9 25.3 Within seven (7) days of receipt of a  
10 request for an extension of a deadline or a schedule, the other  
11 Parties shall advise the Army, in writing, of their respective  
12 positions on the request. Any failure by the other Parties to  
13 respond within fourteen (14) days shall be deemed to constitute  
14 concurrence in the request for extension. If either U.S. EPA or  
15 ADEC does not concur in the requested extension, it shall include  
16 in its statement of nonconcurrence an explanation of the basis  
17 for its position.

18 25.4 If there is consensus among the Parties that  
19 the requested extension is warranted, the Army shall extend the  
20 affected deadline or schedule accordingly. If there is no  
21 consensus among the Parties as to whether all or part of the  
22 requested extension is warranted, the deadline or schedule shall  
23 not be extended except in accordance with a determination  
24 resulting from the dispute resolution process.

25 25.5 Within seven (7) days of receipt of a  
26 statement of nonconcurrence with the requested extension, the

1 Army may invoke dispute resolution.

2           25.6           A timely and good faith request for an  
3 extension shall toll any assessment of stipulated penalties or  
4 application for judicial enforcement of the affected deadline or  
5 schedule until a decision is reached on whether the requested  
6 extension will be approved. If dispute resolution is invoked and  
7 the requested extension is denied, stipulated penalties may be  
8 assessed and may accrue from the date of the original deadline or  
9 the date U.S. EPA or ADEC denied, in writing, the Army's  
10 requested extension, whichever is later. Following the grant of  
11 an extension, an assessment of stipulated penalties or an  
12 application for judicial enforcement may be sought only to compel  
13 compliance with the deadline or schedule as most recently  
14 extended.

15  
16                           XXVI. FORCE MAJEURE

17           26.1           A Force Majeure shall mean any event arising  
18 from causes beyond the control of a Party that causes a delay in  
19 or prevents the performance of any obligation under this  
20 Agreement, including, but not limited to, acts of God; fire; war;  
21 insurrection; civil disturbance; explosion; unanticipated  
22 breakage or accident to machinery, equipment, or lines of pipe  
23 despite reasonably diligent maintenance; adverse weather  
24 conditions that could not be reasonably anticipated; unusual  
25 delay in transportation; restraint by court order or order of  
26 public authority; inability to obtain, at a reasonable cost and

1 after exercise of reasonable diligence, any necessary  
2 authorizations, approvals, permits, or licenses due to action or  
3 inaction of any governmental agency or authority other than the  
4 Army; delays caused by compliance with applicable statutes or  
5 regulations governing contracting, procurement, or acquisition  
6 procedures, despite the exercise of reasonable diligence; and  
7 insufficient availability of appropriated funds, if the Army  
8 shall have made timely request for such funds as part of the  
9 budgetary process as set forth in Part XXVII of this Agreement.

10 A Force Majeure shall also include any strike or other labor  
11 dispute, whether or not within the control of the Parties  
12 affected thereby. Force Majeure shall not include increased  
13 costs or expenses of response actions, whether or not anticipated  
14 at the time such response actions were initiated, or normally-  
15 occurring difficulties posed by winter conditions in an arctic  
16 climate that could have been reasonably anticipated.

## 17 18 XXVII. FUNDING

19 27.1 It is the expectation of the Parties to this  
20 Agreement that all obligations of the Army arising under this  
21 Agreement will be fully funded. The Army agrees to seek  
22 sufficient funding through the U.S. Department of Defense  
23 budgetary process to fulfill its obligations under this  
24 Agreement.

25 27.2 In accordance with Section 120(e)(5)(B) of  
26 CERCLA, 42 U.S.C. § 9620(e)(5)(B), the Army shall include in its

1 annual report to Congress the specific cost estimates and  
2 budgetary proposals associated with the implementation of this  
3 Agreement.

4           27.3           Funds authorized and appropriated annually  
5 by Congress under the "Environmental Restoration, Defense"  
6 appropriation in the U.S. Department of Defense Appropriation Act  
7 and allocated by the DASD(E) to the Army will be the source of  
8 funds for appropriate activities required by this Agreement  
9 consistent with Section 211 of SARA, 10 U.S.C. Chapter 160.  
10 However, should the Environmental Restoration, Defense  
11 appropriation be inadequate in any year to meet the total Army  
12 CERCLA implementation requirements, the U.S. Department of  
13 Defense shall employ and the Army shall follow a standardized  
14 U.S. Department of Defense prioritization process that allocates  
15 that year's appropriations in a manner that maximizes the  
16 protection of human health and the environment. A standardized  
17 U.S. Department of Defense prioritization model shall be  
18 developed and utilized with the assistance of U.S. EPA and the  
19 states.

20           27.4           Any requirement for the payment or  
21 obligation of funds, including stipulated penalties, by the Army  
22 established by the terms of this Agreement shall be subject to  
23 the availability of appropriated funds, and no provision herein  
24 shall be interpreted to require obligation or payment of funds in  
25 violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases  
26 where payment or obligation of funds, including stipulated

1 penalties, would constitute a violation of the Anti-Deficiency  
2 Act, the dates established requiring the payment or obligation of  
3 such funds shall be appropriately adjusted.

4           27.5           If appropriated funds are not available to  
5 fulfill the Army's obligations under this Agreement, U.S. EPA and  
6 ADEC reserve the right to initiate an action against any other  
7 person or to take any response action that would be appropriate  
8 absent this Agreement.

9           27.6           The Army shall keep U.S. EPA and ADEC  
10 apprised of significant budget events related to this Agreement  
11 so that the Project Managers may assist in developing estimates  
12 of the resources needed to carry out this Agreement. The budget  
13 documents shall clearly establish that the Army has requested all  
14 necessary funds to carry out its obligations under this Agreement  
15 for the applicable budget year and shall include information  
16 similar to that contained in the Army's Expanded Exhibit 2 Report  
17 identified in the 1383 Data Base Management (Version 2). The  
18 Army shall honor all reasonable requests by U.S. EPA or ADEC to  
19 review documentation or information regarding the budget, which  
20 relate to this Agreement. All budget documents related to this  
21 Agreement shall be retained and shall, upon request, be provided  
22 to U.S. EPA and/or ADEC in the event of an extension request,  
23 Force Majeure, or other event based on a funding limitation.

24  
25                           XXVIII. RECOVERY OF EXPENSES

26           28.1           The Army and U.S. EPA agree to amend this

1 Part at a later date in accordance with any subsequent national  
2 resolution of the currently contested issue of cost  
3 reimbursement.

4           28.2           The Army and ADEC agree to use the  
5 Defense/State Memorandum of Agreement signed on June 1, 1990, for  
6 the reimbursement of services provided in direct support of the  
7 Army environmental restoration activities at the Site pursuant to  
8 this Agreement.

9  
10                           XXIX. OTHER CLAIMS

11           29.1           Nothing in this Agreement shall constitute  
12 or be construed as a bar or release from any claim, cause of  
13 action, or demand in law or equity by or against any persons,  
14 firm, partnership, or corporation not a signatory to this  
15 Agreement for any liability it may have arising out of or  
16 relating in any way to this Agreement or the generation, storage,  
17 treatment, handling, transportation, release, or disposal of any  
18 hazardous substances, hazardous wastes, hazardous constituents,  
19 pollutants, or contaminants found at, taken to, or taken from  
20 Fort Wainwright.

21           29.2           U.S. EPA and ADEC shall not be held as a  
22 Party to any contract entered into by the Army to implement the  
23 requirements of this Agreement.

24           29.3           The Army shall notify the appropriate  
25 federal and state natural resource trustees as required by  
26 Section 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2), and

1 Section 2(e)(2) of Executive Order 12580. Except as provided  
2 herein, the Army is not released from the liability that it may  
3 have pursuant to any provisions of state and federal law for any  
4 claim for damages or liability for destruction of, or loss of,  
5 natural resources.

6 29.4 This Agreement shall not restrict U.S. EPA  
7 and/or ADEC from taking any legal or response action for any  
8 matter not covered by this Agreement.

9  
10 XXX. OTHER APPLICABLE LAWS

11 30.1 All actions required to be taken pursuant to  
12 this Agreement shall be undertaken in accordance with the  
13 requirements of all applicable state and federal laws and  
14 regulations unless an exemption from such requirements is  
15 provided in this Agreement, CERCLA, or the NCP.

16  
17 XXXI. CONFIDENTIAL INFORMATION

18 31.1 The Army may assert on its own behalf, or on  
19 behalf of a contractor, subcontractor, or consultant, a  
20 confidentiality claim covering all or part of the information  
21 requested by any Party to this Agreement pursuant to Section 104  
22 of CERCLA, 42 U.S.C. § 9604(e), and 32 CFR Part 806. Analytical  
23 data shall not be claimed as confidential by the Army, unless it  
24 may disclose information that has already been so classified for  
25 reasons of national security. Information determined to be  
26 confidential by the Army pursuant to 32 CFR Part 806 shall be

1 afforded the protection specified therein and such information  
2 shall be treated by ADEC as confidential. If no claim of  
3 confidentiality accompanies the information when it is submitted  
4 to either regulatory agency, the information may be made  
5 available to the public without further notice to the Army.

6  
7 XXXII. TRANSFER OF PROPERTY

8 32.1 Conveyance of title, easement, or other  
9 interest in Fort Wainwright shall be in accordance with Section  
10 120 of CERCLA, 42 U.S.C. § 9620.

11  
12 XXXIII. MODIFICATION/AMENDMENT OF AGREEMENT

13 33.1 Modifications, extensions, and/or actions  
14 taken pursuant to Parts XI (Sampling and Data/Document  
15 Availability), XII (Quality Assurance), XIII (Reporting),  
16 XX (Consultation with U.S. EPA and ADEC), XXIV (Deadlines), and  
17 XXV (Extensions) may be effected by the unanimous agreement of  
18 the Project Managers.

19 33.2 Modifications or amendments not permitted by  
20 Paragraph 33.1 may be effected only by the unanimous agreement of  
21 the signatories or upon completion of Dispute Resolution, as  
22 applicable.

23 33.3 Any modification or amendment shall be  
24 reduced to writing; shall be effective as of the date it is  
25 signed by all the Project Managers or signatories, as applicable;  
26 and shall be incorporated into, and modify, this Agreement.



1 XXXIV. SEVERABILITY

2 34.1 If any provision of this Agreement is ruled  
3 invalid, illegal, or unconstitutional, the remainder of the  
4 Agreement shall not be affected by such ruling, unless the  
5 dispute resolution process determines that the severed provision  
6 materially impacts upon another provision.  
7

8 XXXV. TERMINATION AND SATISFACTION

9 35.1 The provisions of this Agreement shall be  
10 deemed satisfied when the Parties unanimously agree that the Army  
11 has completed its obligations under the terms of this Agreement.  
12 Any Party may propose in writing the termination of this  
13 Agreement upon a showing that the requirements of this Agreement  
14 have been satisfied. A Party opposing termination of this  
15 Agreement shall serve its objection upon the proposing Party  
16 within thirty (30) days of receipt of the proposal. Any  
17 objection shall describe in detail the additional work needed to  
18 satisfy the requirements of the Agreement. Any Party may invoke  
19 dispute resolution as to the request for or objection to a  
20 proposal to terminate.  
21

22 XXXVI. RESERVATION OF RIGHTS

23 36.1 The Parties agree to exhaust their rights  
24 under Parts XX and XXI prior to exercising any rights to judicial  
25 review that they may have.

26 36.2 Nothing in this Agreement shall be construed  
27

1 as a restriction or waiver of any rights that U.S. EPA or ADEC  
2 may have under CERCLA, including, but not limited to, any rights  
3 under Section 113 and 310 of CERCLA, 42 U.S.C. §§ 9613 and 9659..  
4 The U.S. Department of Defense does not waive any rights it may  
5 have under CERCLA Sections 120 and 121(f)(3)(C), 42 U.S.C.  
6 §§ 9620 and 9621(f)(3)(C); Section 211 of SARA, 10 U.S.C.  
7 Chapter 160; and Executive Order 12580.

8           36.3           ADEC reserves its right to maintain an  
9 action under Section 121(f)(3)(B) of CERCLA, 42 U.S.C.  
10 § 9621(f)(3)(B), to challenge the selection of a remedial action  
11 that does not attain a legally applicable or relevant and  
12 appropriate standard, requirement, criteria, or limitation  
13 ("ARAR"). If ADEC exercises its right under Section 121(f)(3)(B)  
14 of CERCLA, 42 U.S.C. § 9621(f)(3)(B), ADEC shall withdraw from  
15 this Agreement within sixty (60) days following the effective  
16 date of the ROD. If ADEC exercises its right to withdraw from  
17 this Agreement, the Army expressly reserves any jurisdictional  
18 claim or defense that it may have in regard to any legal right or  
19 remedies pursued by ADEC.

20           36.4           Nothing in this Agreement shall be construed  
21 as authorizing any person to seek judicial review of any action  
22 or work where review is barred by any provision of CERCLA,  
23 including Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

24                           XXXVII. EFFECTIVE DATE

25           37.1           This Agreement is effective upon signature  
26 by all the Parties to this Agreement.

Signature sheet for the foregoing Federal Facility

Agreement for Fort Wainwright, among the U.S. Environmental  
Protection Agency, the U.S. Department of Defense, and the Alaska  
Department of Environmental Conservation.

*Lewis D. Walker*

*3/19/92*

LEWIS D. WALKER  
Deputy Assistant Secretary of the Army (I,L,&E)  
Environment, Safety, and Occupational Health

Date

*William J. Bolt*

*30 Jan 1992*

WILLIAM J. BOLT  
Brigadier General, U.S. Army  
Acting Division Commander

Date

REPRESENTED BY:

Captain Tamela J. Tobia  
Civil Law Attorney

Signature sheet for the foregoing Federal Facility  
Agreement for Fort Wainwright, among the U.S. Environmental  
Protection Agency, the U.S. Department of Defense, and the Alaska  
Department of Environmental Conservation.

  
JOHN A. SANDOR

December 24, 1991  
Date

Commissioner  
Alaska Department of Environmental Conservation  
State of Alaska

  
CHARLES E. COLE

January 3, 1992  
Date

Attorney General  
State of Alaska

REPRESENTED BY:

Cameron M. Leonard, Esq.

## ATTACHMENT I

### FORT WAINWRIGHT FEDERAL FACILITY AGREEMENT SCOPE OF WORK

#### 1.0 Introduction

The purpose of this Attachment is to set forth the elements of work required to be performed, to respond to hazardous substance/waste releases or threat of release at or from source areas at the Fort Wainwright Army Post which may pose a threat to human health or the environment.

An attempt has been made to address all sources subject to corrective or remedial action for Fort Wainwright under this Agreement. This document provides the site management approach to implement the remedial response process under the Agreement. The source areas at Fort Wainwright have been divided into five manageable operable units (OUs) and a critical path schedule has been developed for performing the general remedial activities at each OU, as well as, the optimal sequence for performing each OU. There are three categories of remedial activities at Fort Wainwright, all of which will feed into a designated OU and therefore RI/FS process:

- Remedial Investigation/Feasibility Study (RI/FS) OUs
- Interim Remedial Action (IRA) OUs
- Preliminary Source Evaluation (PSE) OUs

All response activities performed by Fort Wainwright shall be consistent with the Agreement. Table 1 represents work schedules for completion of the decision process for each identified OU and was developed by the three parties during the Federal Facility Agreement negotiations. The table depicts starting, interim and completion dates for each OU and will be updated periodically. Primary document deadlines are enforceable and are contained in Table 3 of this Attachment.

#### 2.0 Source Area Grouping Into Operable Units

Forty-one potential source areas, plus those potential POL sources listed in Table 5, have been identified at Fort Wainwright to date through previous studies. These source areas were placed into one of the OU categories. The potential source areas are listed in Table 2. There is no further remedial action planned for twenty-seven additional source areas. These sources are listed in Table 4. The basis for these decisions will be contained in the Fort Wainwright Administrative Record. Criteria used to group sites into the OUs include:

- Availability and sufficiency of previously collected data to support remedy selection
- Similarities of source areas and contaminants
- Complexity and size of source areas
- Affected media, potential for migration, exposure pathways and receptors

## 2.1 Operable Units:

### • Preliminary Source Evaluation 1 (PSE 1)

OU 1 PSE 1: Source areas Utilidor Expansion Drum site, Building 3019, Beacon Tower Landfill, Blair Lakes Drum Site, Building 3015, Burial Site M, Alaska Railroad Storage Yard, Building 1128, Blair Lakes Alpha Impact Area, Trainer Gate Railroad Spur, Chemical Warfare Disposal Area, Runway Radioactive Waste Site, Drum Site West of DRMO, Birch Hill Radioactive Waste Site, Building 2077, Building 2250, Building 1599, Building 1567, Motorpools (13 estimated).

### • Preliminary Source Evaluation 2 (PSE 2)

OU 2 PSE 2: Building 1168, Building 3477, 801 Drum Burial Phase 1 site, Tar sites.

OU 2 PSE 2: Engineer Park Drum site, Drum site South of Phase 2 Landfill, DRMO.

OU 1 PSE 2: All sites identified in OU 1 PSE 1 or through additional investigations as needing limited field investigation via PSE 2 process.

### • Remedial Investigation/Feasibility Study (RI/FS)

OU 1 RI/FS: OU 1 PSE 1 sources, OU 1 PSE 2 sources.

OU 2 RI/FS: North Post Site, OU 2 PSE 2 sources.

OU 3 RI/FS: Fairbanks Fuel Terminal, Contaminated portions of Fairbanks-Eielson Pipeline, including Pipeline Mile 7.2 and Intersection of Lawrence and Robyn Roads.

OU 4 RI/FS: Landfill, Power Plant Coal Yard, Fire Training Pits.

OU 5 RI/FS: OB/OD, petroleum sources not adequately addressed through other programs, and newly discovered sources (as identified in aerial photographs or

other investigations). This is the last scheduled RI/FS to be initiated for this site. The objective is to complete a comprehensive post-wide Remedial Investigation on Fort Wainwright. As such, any source areas that have not been screened out or otherwise resolved as not constituting a threat to human health or the environment will be covered under this RI/FS, including any unfinished remedial investigative or engineering study work identified as necessary from the PSE's or previous RI/FS activities. Any ecological or human health cumulative risk effects which may become evident from the aggregate of source areas at Fort Wainwright not addressed in prior OU RI/FS's will also be covered under this OU RI/FS.

## 2.2 Contingent Interim Remedial Actions (IRA's)

Any sources may be selected for an Interim Remedial Action, as appropriate. In particular, upon completion of PSE 2's for both OU 1 and OU 2, the parties will evaluate whether any sources should be addressed by an Interim Remedial Action in accordance with paragraph 4.2 of this Attachment and the applicable provisions of the National Contingency Plan. Examples of current Interim Remedial Action candidates which will be evaluated by the Project Managers include the following:

1. Soil contamination in OU 1
2. Drum source areas in OU 2
3. Floating product in OU 3

## 3.0 Post-Wide Monitoring And Additional Actions

Post-wide monitoring or other studies/investigations which are not OU specific will be in a Fort Wainwright Work Plan, which will include any necessary sampling and analysis plans. Specific activities to be conducted on a post-wide basis include:

- Post-wide groundwater monitoring network, including installation of down gradient post perimeter wells.
- Post-wide Community Relations Plan development.
- Interviews with individuals who have a historical or institutional knowledge of existing or newly discovered contaminant sources on Fort Wainwright.

#### 4.0 Description Of Remedial Activities

##### 4.1 Remedial Investigation/Feasibility Study

The purpose of the remedial investigation/feasibility study (RI/FS) is to investigate the nature and extent of contamination at the Fort Wainwright site to identify the appropriate remedial action. Five RI/FS's are currently planned for Fort Wainwright.

The OU specific RI/FS activities to be conducted in each RI/FS at the Fort Wainwright site are segregated as follows:

- Project planning (Conceptual Site Model and Data Quality Objectives)
- Community Relations Plan development
- Field investigations
- Sample analysis/validation
- Data evaluation
- Treatability studies
- RI Report, including Baseline Risk Assessment
- Remedial Alternatives Development and Screening
- Detailed Analysis of Alternatives
- RI/FS Report
- Human health risk and ecological assessment

Note: The OU specific ecological risk screening assessment will involve an ecological characterization of the source and identification of significant ecological exposure pathways. Data gaps identified from OU specific ecological characterization screening studies will be addressed in the last scheduled OU RI/FS to maximize economy of resource utilization. The cumulative effects of specific source area contaminations will also be assessed in the last OU RI/FS which, based on the schedule is OU 5.

To the maximum extent practicable, components of Field Sampling Plans, Quality Assurance Project Plans, Work Plans, and Health and Safety Plans approved under an earlier OU submission will be utilized in subsequent submissions to expedite the review process and achieve consistency in the overall remedial action approach.



Note: OSHA has primary statutory authority for Health and Safety Plans.

#### 4.2 Interim Remedial Actions

The purpose of the Interim Remedial Action (IRA)-OUs at Fort Wainwright is to achieve early action using remedial authority at those sites which meet the IRA general principles that are discussed in the National Contingency Plan (NCP).

The Preamble of the NCP, 55 Fed. Reg. 8703-8706 (March 8, 1990) states that to implement an early action under remedial authority, an operable unit for which an interim remedial action is appropriate is identified. IRA decisions are intended for straightforward sites that are limited in scope. Data sufficient to support the interim remedial action decision is extracted from the ongoing RI/FS or from previous studies and an appropriate set of alternatives is evaluated. Few alternatives and in some cases only one may be developed for IRA's. A completed baseline risk assessment generally will not be available or necessary to justify an IRA. Qualitative risk information should be organized that demonstrates that the action is necessary to stabilize the site, prevent further degradation, or achieve significant risk reduction quickly. Supporting data, including risk information, and the alternatives analysis can be documented in a focused feasibility study. However, in cases where the relevant data can be summarized briefly and the alternatives are few and straightforward, it may be adequate and more appropriate to document the supporting information in the proposed plan.

If at anytime the information submitted to support the IRA is found to be equivalent to that obtained during an RI/FS and the OU is separable, then the IRA may be upgraded to an early final action.

#### 4.3 Preliminary Source Evaluation

These Preliminary Source Evaluations (PSE's) will better limit the scope of RI/FS activities at Fort Wainwright through investigations and studies of significant exposure pathways and by identifying potential additional interim remedial action operable units. Preliminary Source Evaluations will be conducted at numerous sources to identify risk based potential contaminants and the potential extent of contamination. PSE's are lead in documents to OU's and the RI/FS process. The purpose of the PSE 1 is as a screening tool to summarize and evaluate existing information and determine qualitative risk.

The PSE 2 process will result in the collection of limited field data, including sampling results. Prior to performing PSE 2's a workplan will be developed identifying the Data Quality

Objectives established based on the source specific conceptual site model. As the objectives of the PSE are to ascertain the potential risk to human health and the environment resulting from the release of contaminants from these areas, the scope of the study is significantly less than that of an RI/FS. A Sampling Analysis Plan (SAP) consisting of a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP) will be submitted as part of the workplan. At completion of the PSE investigation, a PSE report which contains the findings of the investigation shall be submitted to the agencies for review and comment. A determination shall be made between the Project Managers as to the disposition of each of the sources.

There are five management options for sources reviewed in the PSE 1 process: Referral to PSE 2, No Further Remedial Action Planned (NFRAP), inclusion in an RI/FS, recommended for Interim Remedial Action or referral to another program. The same options exist for PSE 2 sources with the exception of the first.

If agreement cannot be reached on source disposition each disputed source will feed into a primary RI/FS and be subject to dispute resolution. The decision will be reflected in the administrative record. Prior to submission of the OU 5 Management Plan the Army may undertake sampling and cleanup activities relating to POL releases at their discretion, including entering into a two party agreement with the State of Alaska regarding POL sources.

A report will be submitted by the Army 90 days prior to submittal of the OU 5 draft RI/FS Management Plan summarizing the status of all POL and other newly discovered sources not addressed in previous OU RI/FS reports. Project Managers will discuss and concur on source status and determine whether the sources should be incorporated into OU 5. Since the OU 5 RI will serve as a comprehensive post-wide document all new or previously unresolved sources will be evaluated as components of this OU. If agreement cannot be reached dispute resolution may be invoked during the management plan review process.

#### 4.4 Quarterly Reports

Quarterly reports will be prepared by the Army to describe the technical progress at the Fort Wainwright site. Quarterly reports will be submitted to U.S. EPA and ADEC as specified in the Agreement.

Documents that are not specified as primary or secondary documents in the Agreement, that will facilitate the implementation of the remedial process, may be submitted to EPA and ADEC as interim reports and technical memoranda for review, comment and/or discussion, upon agreement of all Project Managers. These documents are typically input or feeder

documents, such as data interpretation, to the primary or secondary documents.

TABLE 1  
ORT WAINWRIGHT  
TIME LINE

OU 1

PSE 1  
PSE 2

OU 2

N. POST SITE  
PSE 2  
PHASE 1  
PHASE 2

OU 3

FUEL TERMINAL  
CONTAMINATED  
PORTIONS OF  
FBK/EIELSON  
PIPELINE

OU 4

LANDFILL  
POWER PLANT  
COAL YARD  
FIRE BURN PIT

OU 5

OB/OD AND  
POL SITES

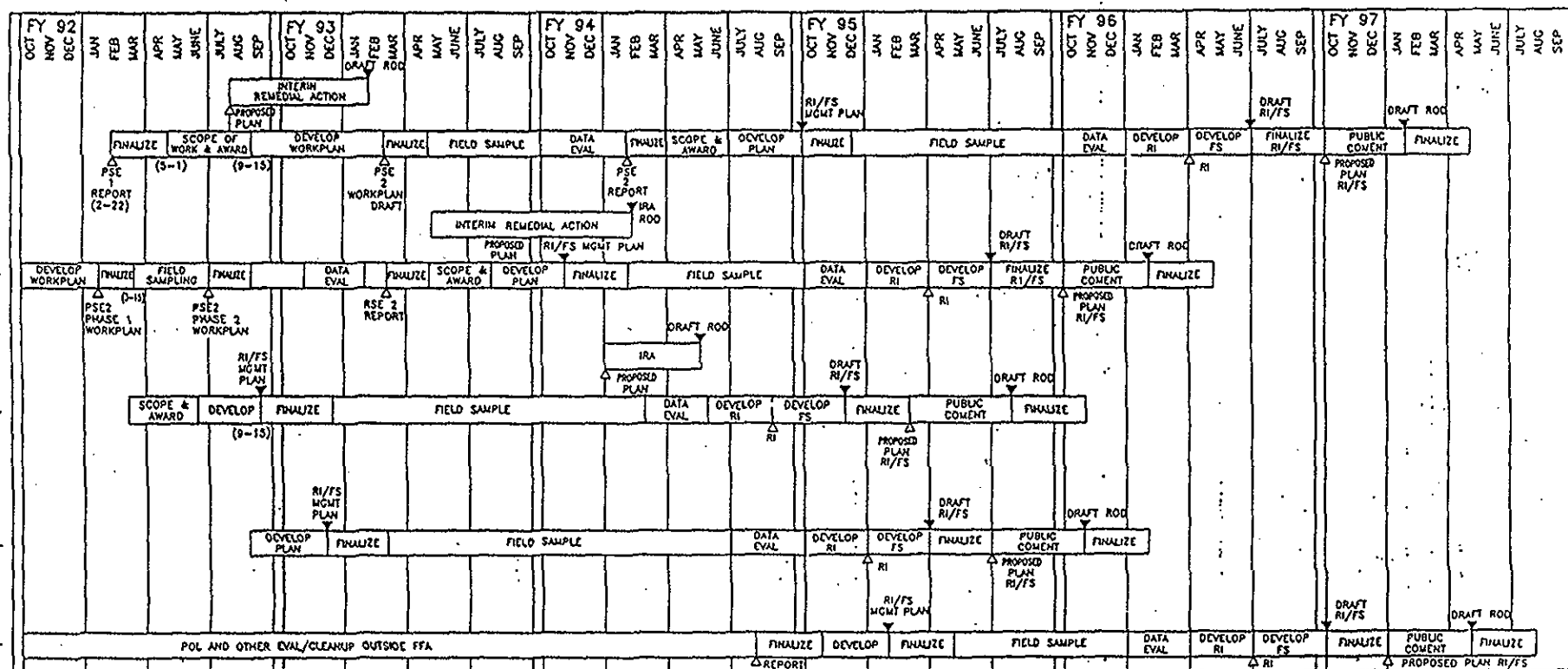


Table 2

POTENTIAL SOURCE AREAS

FORT WAINWRIGHT, ALASKA

<u>Operable Units</u>	<u>Source Description</u>
OU 1	<p>PSE 1 - OU 1 sources:  Utilidor Expansion Drum site, Building 3019,  Beacon Tower Landfill, Blair Lakes Drum Site,  Building 3015, Burial Site M, Alaska Railroad  Storage Yard, Building 1128, Blair Lakes Alpha  Impact Area, Trainer Gate Railroad Spur, Chemical  Warfare Disposal Area, Runway Radioactive Waste  Site, Drum Site West of DRMO, Birch Hill  Radioactive Waste Site, Building 2077, Building  2250, Building 1599, Building 1567,  Motorpools (13 estimated).</p> <p>PSE 2 - OU 1 sources</p>
OU 2	<p>North Post Site  PSE 2 - OU 2 sources, PHase 1 &amp; Phase 2:  Building 1168, Building 3477, 801 Drum Burial  Site, Tar sites, Engineer Park Drum Site, Drum  Site South of Landfill, DRMO yard.</p>
OU 3	<p>Fairbanks Fuel Terminal, Contaminated areas of  Fairbanks-Eielson Pipeline including Pipeline Mile  7.2 and Intersection of Lawrence and Robyn Roads.</p>
OU 4	<p>Landfill, Fire Training Pits, Power Plant Coal  Yard</p>
OU 5	<p>OB/OD, POL sources that have not been adequately  addressed under another program and newly  discovered sources as appropriate.</p>

TABLE 3  
PRIMARY AND SECONDARY DOCUMENT DEADLINES

Operable Unit 1

PRIMARY DOCUMENTS

Interim Remedial Action ROD, as needed	2/1/93*
RI/FS Management Plan	10/1/94
RI/FS	7/1/96
ROD	2/1/97
Remedial Action Plan	
Remedial Design	

SECONDARY DOCUMENTS

PSE 1 Report	2/22/92
Proposed Plan, Interim Remedial Action	8/1/92*
PSE 2 Workplan	3/1/93
PSE 2 Report	2/1/94
Health & Safety Plan	10/1/94
Initial Identification of ARAR's and TBC's	**
Treatability Study Report, as needed	
RI	4/1/96
Proposed Plan, RI/FS	10/1/96
Remedial Design, 35%	
Remedial Design, 60%	

Note: All primary and secondary document submittals will be in draft form.

\* If no Interim Remedial Action is taken, no deliverables are required.

\*\* To be provided prior to submittal of the draft RI/FS Management Plan.

Operable Unit 2

PRIMARY DOCUMENTS

RI/FS Management Plan	11/1/93
Interim Remedial Action ROD, as needed	2/1/94*
RI/FS	7/1/95
ROD	2/1/96
Remedial Action Plan	
Remedial Design	

SECONDARY DOCUMENTS

PSE 2 Phase 1 Workplan	1/15/92
PSE 2 Phase 2 Workplan	7/1/92
PSE 2 Phase 1 Report	3/1/93
PSE 2 Phase 2 Report	3/1/93
Proposed Plan, Interim Remedial Action	8/1/93*
Health & Safety Plan	11/1/93
Initial Identification of ARAR's and TBC's	**
Treatability Study Report, as needed	
RI	4/1/95
Proposed Plan, RI/FS	10/1/95
Remedial Design, 35%	
Remedial Design, 60%	

Note: All primary and secondary document submittals will be in draft form.

\* If no Interim Remedial Action is taken, no deliverables are required.

\*\* To be provided prior to submittal of the RI/FS draft Management Plan.

Operable Unit 3

PRIMARY DOCUMENTS

RI/FS Management Plan	9/15/92
RI/FS	12/1/94
Interim Remedial Action ROD, as needed	5/1/94*
ROD	7/1/95
Remedial Action Plan	11/1/95
Remedial Design	

SECONDARY DOCUMENTS

Health & Safety Plan	9/15/92
Initial Identification of ARAR's and TBC's	**
Treatability Study Report, as needed	
Interim Remedial Action Proposed Plan	1/1/94*
RI	9/1/94
RI/FS Proposed Plan	3/1/95
Remedial Design, 35%	
Remedial Design, 60%	

Note: All primary and secondary document submittals will be in draft form.

\* If no Interim Remedial Action is taken, no deliverables are required.

\*\* To be provided prior to submittal of the draft RI/FS Management Plan.



Operable Unit 4

PRIMARY DOCUMENTS

RI/FS Management Plan	12/1/92
RI/FS	4/1/95
ROD	11/1/95
Remedial Action Plan	
Remedial Design	

SECONDARY DOCUMENTS

Health & Safety Plan	12/1/92
Initial Identification of ARAR's and TBC's	**
Treatability Study Report, as needed	
RI	1/1/95
RI/FS Proposed Plan	7/1/95
Remedial Design, 35%	
Remedial Design, 60%	

Note: All primary and secondary document submittals will be in draft form.

\* If no Interim Remedial Action is taken, no deliverables are required.

\*\* To be provided prior to submittal of the draft RI/FS Management Plan.

Operable Unit 5

PRIMARY DOCUMENTS

RI/FS Management Plan	1/15/95
RI/FS	10/1/96
ROD	5/15/97
Remedial Action Plan	
Remedial Design	

SECONDARY DOCUMENTS

Report	8/15/94
Health & Safety Plan	1/15/95
Initial Identification of ARAR's and TBC's	**
Treatability Study Report, as needed	
RI	7/1/96
RI/FS Proposed Plan	1/15/97
Remedial Design, 35%	
Remedial Design, 60%	

Note: All primary and secondary document submittals will be in draft form.

\* If no Interim Remedial Action is taken, no deliverables are required.

\*\* To be provided prior to submittal of the draft RI/FS Management Plan.

TABLE 4

FORT WAINWRIGHT SOURCES WHERE  
NO FURTHER REMEDIAL ACTION IS PLANNED

<u>Source Number</u>	<u>Source Description</u>
1,2,3	Vet Clinic leachfield & incinerator.
21	Clear Creek Landfill
30	Gravel pit
31	One Lane Bridge
39	AMMO Storage
41	South Side Treatment Plant Storage Area
43	Blair Lakes Maneuver Area
48	UST's
51	Above ground tanks
52,53	
56	Building 4065, Hospital.
57	Dry Cleaning Shop
59	In service transformers
60	Vehicle Wash Station
S-14	Building 3026, Pest Control Shop
D-8	Dennis River Manor
D-13	Trailer Park Open Dump
D-19	North Wastewater Treatment Plant
SP-5	Floor Drains
#2	Former storage area
#3	Water Treatment Plant
#4	Former sewage treatment plant

TABLE 5

## POTENTIAL PETROLEUM SITES

## A. Underground Storage Tanks

## 1. Removed or Replaced Tanks without complete closure:

<u>BUILDING NUMBER</u>	<u>UST NUMBER</u>
1059	207
1060	208, 209
1543	226
1594	237
2080	247, 248
2106	250
3423	269, 270
3471	272, 273
3564	283, 284
3570	286, 287, 288
4109	299
4057	303
4065	305
5004	310
1173	318
1056	325
2112	332, 333, 334
Birch Hill	345, 346, 347, 348, 349, 350, 353, 354, 355, 356

## 2. Tanks with knowledge of contamination:

<u>BUILDING NUMBER</u>	<u>UST NUMBER</u>
1168	213
1514	221, 222, 223, 224, 225
1546	227, 228, 229, 230, 231, 232, 2
2111	254, 255, 256, 257
3481	275, 276, 276, 278
3483	277, 278
3562	279, 280, 282
4247	309
5110	317

## B. Other Petroleum Contaminated Sites

Building 1565  
 Fuel Point 3 and 4  
 Pipeline Break at North Post Site  
 Petroleum Contaminated Soil Stockpile

Table 6  
PRIMARY DOCUMENT DELIVERABLE DATES

<u>OU 1</u>	
Interim Remedial Action ROD, as needed	2/1/93*
RI/FS Management Plan	10/1/94
RI/FS	7/1/96
ROD	2/1/97
Remedial Action Plan	
Remedial Design	
 <u>OU 2</u>	
RI/FS Management Plan	11/1/93
Interim Remedial Action ROD, as needed	2/1/94*
RI/FS	7/1/95
ROD	2/1/96
Remedial Action Plan	
Remedial Design	
 <u>OU 3</u>	
RI/FS Management Plan	9/15/92
RI/FS	12/1/94
Interim Remedial Action ROD, as needed	5/1/94*
ROD	7/1/95
Remedial Action Plan	11/1/95
Remedial Design	
 <u>OU 4</u>	
RI/FS Management Plan	12/1/92
RI/FS	4/1/95
ROD	11/1/95
Remedial Action Plan	
Remedial Design	
 <u>OU 5</u>	
RI/FS Management Plan	1/15/95
RI/FS	10/1/96
ROD	5/15/97
Remedial Action Plan	
Remedial Design	