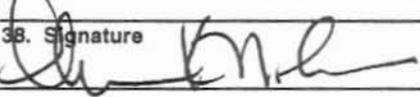
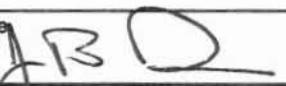


 <p style="text-align: center;"><b>United States Environmental Protection Agency</b> Washington, DC 20460</p> <p style="text-align: center;"><b>Interagency Agreement/ Amendment</b> <b>Part 1 - General Information</b></p>	<b>1. EPA IA Identification Number</b> DW-96-95777901 - 0		<b>2. Funding Location by Region</b> EPA R5						
	<b>3. Other Agency IA ID Number (if known)</b>		<b>4. Awarding Office</b> ASSC West						
	<b>5. Type of Action</b> New								
<b>6. Name and Address of EPA Organization</b> US Environmental Protection Agency IASSC WEST 1200 6th Ave., Suite 900, OMP-145 Seattle, WA 98101		<b>7. Name and Address of Other Agency</b> U.S. Army Corps of Engineers EM CX 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200							
<b>8. DUNS:</b> 029128894		<b>9. BETC:</b> DISB		<b>10. DUNS:</b> DOD964126					
<b>11. BETC:</b> COLL									
<b>12. Project Title and Description</b> Remedial action support for Units 4 and 5 at the Lower Fox River and Green Bay Superfund Site, WI  The objective of this agreement is to provide funding for certain response action work which will be performed in conjunction with the U.S. Army Corps of Engineers navigational dredging at the site.									
<b>13. EPA Project Officer (Name, Address, Telephone Number)</b> JAMES HAHNENBERG 77 West Jackson Blvd. Chicago, IL 60604-3507 312-353-4213 E-Mail: hahnenberg.james@epa.gov FAX: 312-886-6069		<b>14. Other Agency Project Officer (Name, Address, Telephone Number)</b> Marvene Seaman 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 402-697-2425 E-Mail: Marvene.L.Seaman@usace.army.mil FAX: 402-697-2613							
<b>15. Project Period:</b> 05/01/2010 to 01/31/2011		<b>IA Specialist:</b> Joanne Brendle 206-553-6385							
<b>16. Scope of Work (See Attachment)</b> See attached Scope of Work.									
<b>17. Employee/Tax ID No.</b> 520852695		<b>18. CAGE No:</b> 347A4		<b>19. ALC:</b> 68-01-0727					
<b>20. Statutory Authority for Transfer of Funds and Interagency Agreement</b> CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended				<b>21. Other Agency Type</b> Federal Agency					
<b>22. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)</b>									
	<b>Previous Funding</b>	<b>This Action</b>	<b>Amended Total</b>						
Revise Reimbursable (in-house)		30,000	30,000						
Direct Fund Cite (contractor)		120,000	120,000						
<b>Total</b>		<b>150,000</b>	<b>150,000</b>						
	<b>Previous Amount</b>	<b>Amount This Action</b>	<b>Total Amount</b>						
<b>23. EPA Amount</b>		\$150,000	\$150,000						
<b>24. EPA In-Kind Amount</b>			\$0						
<b>25. Other Agency Amount</b>			\$0						
<b>26. Other Agency In-Kind Amount</b>			\$0						
<b>27. Total Project Cost</b>		<b>\$150,000</b>	<b>\$150,000</b>						
<b>28. Fiscal Information</b>									
<b>Treas. Symbol</b>	<b>DCN</b>	<b>FY</b>	<b>Appropriation</b>	<b>Budget Org</b>	<b>PRC</b>	<b>Object Class</b>	<b>Site/Project</b>	<b>Cost Org</b>	<b>Ob/De-Ob Amt</b>
68-20X8145	SEX031	10	TR2B	5AF0P	302DD2C	2506	A565BF00	C001	150,000
									150,000

Part II - Approved Budget				EPA IAG Identification Number DW-96-95777901 - 0
29. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		\$18,000		\$18,000
(b) Fringe Benefits		\$2,000		\$2,000
(c) Travel				\$0
(d) Equipment				\$0
(e) Supplies				\$0
(f) Procurement / Assistance		\$120,000		\$120,000
(g) Construction				\$0
(h) Other		\$400		\$400
(i) Total Direct Charges	\$0	\$140,400	\$0	\$140,400
(j) Indirect Costs:	\$0	\$9,600	\$0	\$9,600
Charged - Amount Rate: 48% Base: \$20,000.00 Not Charged: Funds-In: Not charged by EPA Amount \$ Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$ Exempt (Working Capital Fund, Shared Services, etc.)				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$0	\$150,000	\$0	\$150,000
30. How was the IDC Base calculated?				
31. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
32. Are any of these funds being used on extramural agreements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Type of Extramural Agreement				
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project		Percent Funded by EPA (if known)	
TBD	120000 Total \$ 120,000.00		100	
Part III - Funding Methods and Billing Instructions				
33. (Note: EPA Agency Location Code (ALC) - 68010727)				
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
34. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance				
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	

<b>Part IV - Acceptance Conditions</b>		<b>EPA Identification Number</b> DW-96-95777901 - 0
<b>35. Terms and Conditions (See attached terms and conditions, Attachment B)</b>		
<b>Part V - Offer and Acceptance</b>		
<p><b>Note:</b> A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>		
<b>EPA IA Administration Office (for administrative assistance)</b>		<b>EPA Program Office (for technical assistance)</b>
<b>36. Organization/Address</b>  U.S. Environmental Protection Agency IASSC West 1200 6th Ave., Suite 900, OMP-145 Seattle, WA 98101	<b>37. Organization/Address</b>  US Environmental Protection Agency R5 - Region 5 77 West Jackson Blvd. Chicago, IL 60604-3507	
<b>Award Official on Behalf of the Environment Protection Agency</b>		
<b>38. Signature</b> 	<b>Typed Name and Title</b> Armina K. Nolan, Manager - Grants and Interagency Agreements Unit	<b>Date</b> 04/14/2010
<b>Authorizing Official on Behalf of the Other Agency</b>		
<b>39. Signature</b> 	<b>Typed Name and Title</b> James B. Davis, LTC, EN, Commanding	<b>Date</b> 23 April 2010

## **IA Terms and Conditions**

The project authorized under this IA is limited to 2010. This project is not intended to set precedent for future navigational dredging activities that may be conducted by the USACE in areas of the Site targeted for remedial action or in any other navigational dredging project including, but not limited to, projects at other Superfund sites.

1. This IA comports with the 1984 Interagency Agreement between the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency in executing P.L. 96-510, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA)

2. The USACE contractor implementing the Remedial Action Support Activities for Operable Unit #4 and #5 at the Lower Fox River and Green Bay Superfund Site, Wisconsin Demonstration Project is a response action contractor as defined in CERCLA.

### **3. Funding**

EPA shall reimburse the USACE for all costs associated with the USACE's provision of goods or services under this IA up to \$300,000. EPA and USACE agree that the goods and services authorized under the IA pertain solely to the response action work detailed in this IA and attached SOW. The USACE shall bill the EPA monthly for costs incurred, and the EPA shall reimburse the USACE within 30 days of receipt of billing.

The USACE shall monitor costs to prevent exceeding funds available under the IA. If the USACE forecasts its actual costs under this IA to exceed the amount of funds available, USACE shall promptly notify the EPA of the amount of additional funds necessary to complete the work. Adjustments on the basis of actual costs shall be made as agreed to by the agencies. The EPA shall either provide the additional funds to the USACE up to \$300,000, or require that the scope of work be limited to that which can be paid for by the then available funds, or direct termination of the IA.

Within 90 days of completing the work under this IA the USACE shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the USACE shall return to the EPA any funds advanced in excess of the actual costs as then known, or the EPA shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the EPA'S duty in accordance with this IA to pay for any costs, such as contract claims or other liability that may become known after the final accounting.

### **4. Contract Claims and Disputes**

All claims and disputes by contractors arising under or relating to contracts awarded by the USACE shall be resolved in accordance with Federal law and the terms of the individual contract. The USACE shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

The USACE shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate.

The USACE shall notify the EPA of any such litigation and afford the EPA an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

### **5. Dispute Resolution**

The parties agree that, in the event of a dispute between the parties, the EPA and the USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it to the next level of management for resolution. Any dispute shall be elevated as necessary until such time as it is resolved.

Disputes which are covered by this provision include, but are not limited to, costs or charges under this agreement believed to be unreasonable or arbitrary.

## **6. Responsibility for Costs**

If liability of any kind is imposed on the United States relating to the USACE's provision of goods or services under this IA the USACE will accept accountability for its actions, but the EPA shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs. This obligation extends to all funds legally available to discharge this liability at the time such liability arises, including funds that may be made legally available through transfer, reprogramming of legally available funds or other means. Should the EPA have insufficient funds legally available at the time such liability arises, including funds that may be made legally available through transfer, reprogramming or other means, the EPA shall use its best efforts to seek additional funds from Congress for such purpose, although nothing in this IA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

Notwithstanding the above, this IA does not confer any liability upon the EPA for claims payable by the USACE under the Federal Torts Claims Act. Provided further that nothing in this IA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this IA.

## **7. Amendment, Modification and Termination**

This IA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this IA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the EPA shall continue to be responsible for all costs incurred by the USACE under this IA and for the costs of closing out or transferring any on-going contracts.

## **USACE Special Terms and Conditions**

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

### **1. Cost Documentation Requirements**

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site – and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

#### **a. Direct Costs**

- Payroll – timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel – travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor Services – copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment – EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

- Any other direct costs not included in the above categories.

#### b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

## 2. Reporting Requirements

a. The USACE will provide monthly progress reports to the EPA Remedial Project Manager (RPM) listed on the IA form, and to the EPA Regional IA Coordinator or Regional Project Officer who is assigned to coordinate IAs within the Regional office. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountered during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

b. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: <http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf>). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. **The USACE project manager will provide a copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Regional IA Coordinator and to the EPA Remedial Project Manager.** If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the RPM to the USACE project manager.

c. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

### **3. Cost Recovery**

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

### **4. Cost Collection Upon Cancellation**

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

### **5. Record Retention Requirements**

The USACE will retain the documents described in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

### **6. Audits**

a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.

b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

### **7. Financial Closeout**

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

### **8. Other EPA Involvement**

a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

d. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

### **9. Equipment Disposition**

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

### **10. Minority Business Utilization**

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs

be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

Each year, the USACE will provide the RPM with a report providing the total amount of procurement dollars awarded and the amount and percentage of such funds awarded to MBEs and WBEs associated with the IA. In addition, the USACE agrees to submit a report to EPA showing the total amount of procurement dollars awarded and the amount and percentage of such funds awarded to MBEs and WBEs on EPA Forms 6005-3 and 6005-3a by December 15th of the current year. Reports should be submitted to:

Office of Small Business Program  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW (Mail Code: 1230T)  
Washington, D.C. 20460

#### **11. Project Specific Conditions**

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 – 45675; and Section 125(e) of CERCLA, as amended.
- f. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- g. If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

#### **12. Timeliness of Deliverable Review**

All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.

#### **13. Confidential Business Information Protection**

Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information

(CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

#### **14. Change of EPA Project Officer**

If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

#### **15. Annual Survey**

On an annual basis, EPA will conduct a performance feedback survey to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

#### **16. Quality Assurance**

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at:

<http://www.epa.gov/fedfac/documents/qualityassurance.htm> and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP Manual" and also at Part 2A, Part 2A(e), and Part 2B.

**END OF ASSISTANCE AGREEMENT DW-96-95777901-0**

Scope of Work  
for 2010  
Interagency Agreement with U.S. Army Corps of Engineers  
For Response Action Work  
at the  
Lower Fox River and Green Bay Superfund Site, Wisconsin

1. Purpose

The United States Environmental Protection Agency (EPA), in consultation with the Wisconsin Department of Natural Resources (WDNR), and the U.S. Army Corps of Engineers (USACE) have entered into an Interagency Agreement (IA) for USACE's performance of certain response action work which will be conducted in conjunction with USACE navigational dredging at the Lower Fox River and Green Bay Superfund Site (Site) in 2010. The response action work and navigational dredging conducted under this demonstration project by USACE should be consistent with the remedial actions selected in the Records of Decision (ROD), ROD Amendments, and USACE's navigational dredging mission at the Site, and conform to the specifications set forth in this scope of work (SOW).

2. Response Action Tasks

The response action work is described by task as follows

2.a. Task 1: Use of Environmental Dredge in Conjunction with Navigational Dredging in the Navigation Channel at Site

As part of this demonstration project, the USACE shall use a production cable arm closed bucket with baffles and seals consistent with typical environmental dredges.

2.b. Task 2: Turbidity Monitoring in Navigation Channel at Site

Task 2.b.1: Locations of Turbidity Monitoring Stations

During dredging operations, USACE shall conduct upstream and downstream in-situ turbidity monitoring using an in-situ nephelometer. The upstream (background) monitoring station shall be located approximately 500 feet upstream of the dredging area. The exact location shall be representative of the water that shall pass through the dredge area (i.e., not in the main river channel where the water is flowing faster and not so close to the dredge area as to be affected by remediation activities). The downstream monitoring station (point of compliance) shall be located more than 250 feet and less than 500 feet downstream of the sediment removal equipment (the length of the mixing zone boundary). The monitoring stations shall be periodically repositioned as the sediment removal process moves. At each station, turbidity shall be monitored at or near the midpoint of the water column.

Task 2.b.2: Turbidity Monitoring Standards, Devices, and Frequency

USACE shall conduct water quality monitoring in accordance with Wisconsin state regulations (Chapter NR 105) to determine if the in-water construction operations cause TSS concentrations at the downstream compliance point to increase more than 80 milligrams per liter (mg/L) above background levels (i.e., upstream sampling location). A turbidity level corresponding to 80 mg/L TSS above background, based on site-specific 1:1 or 80 nephelometric turbidity unit (NTU) correlations between turbidity (NTU) and TSS shall be used during dredging operations in the navigation channel in the river (OU 4) and in Green Bay ( to Corps Sta 20+00 near the mouth of the Fox River).

Upstream and downstream turbidity measurements shall be collected at least twice a day with in-situ nephelometers.

#### Task 2.b.3: Response to Turbidity Monitoring Results

Based on turbidity measurements obtained during monitoring, as described in Tasks 2.b.1 and 2.b.2 above, if the operational standard of 80 NTU above background is exceeded, then USACE shall take reasonable measures to modify its operations to achieve the 80 NTU Standard. Such modifications may include operation of the cable arm bucket in a slightly slower fashion. Potential measures are discussed below.

- If a turbidity level of 80 NTU is exceeded, then turbidity monitoring will be increased in frequency and conducted every half-hour until turbidity levels are less than 80 NTU above background. If turbidity levels, more than 80 NTU above background, are detected over two additional consecutive readings (i.e., over one hour), and the case of the elevated turbidity is reasonably attributable to dredging (e.g., considering other factors such as wind events), the dredge operator shall be notified and directed to utilize best management practices (BMPs) or potentially modify dredging operations (e.g., slow down dredging operations). Dredging should be modified further if the turbidity action level of 80 NTU is still exceeded after best management practices are utilized.
- In the event that dredging operations are modified due to an exceedance of the 80 NTU turbidity action level over two additional consecutive readings, (i.e., over one hour), the appropriate USACE and EPA representatives should be notified as soon as possible. Turbidity readings in excess of 80 NTU above background for three total consecutive readings (i.e., over one hour) that are determined not to be related to dredging shall be explained in the monthly progress report.
- After turbidity levels decline below 80 NTU, the contractor would conduct the scheduled turbidity monitoring.

USACE shall conduct routine visual observations of water quality to identify potential turbidity plumes that may not be detected or accurately measured by regularly scheduled

turbidity monitoring, as set forth above. If such a plume is visually identified, measures may include discrete measurements using a hand-held turbidity meter, relocation of in-situ turbidity monitors to conduct turbidity monitoring coincident with the visual plume, and/or potential modification of dredging techniques to reduce unusual or excessive plumes.

#### 2.c. Task 3: Technical Summary Report

Upon completion of the response action work set forth in this SOW, USACE shall submit a technical summary report to EPA. This report shall include turbidity data, data analysis, as well as a description of dredging operations and modifications (if any) determined to be necessary to ensure compliance with the standards set forth in this SOW. This report is intended to inform decisions regarding potential future USACE dredging activities at the Site.

#### 3. Site Safety and Health Plan

If necessary, USACE shall amend its existing Safety and Health Plans applicable to its operations at the Site to address the response action work set forth in this SOW.

#### 4. Monthly Progress Reports

USACE shall provide EPA with monthly progress reports for the work performed under this SOW. Any contractor obtained by USACE to perform the response action work set forth in this SOW shall submit progress reports to USACE with each request for payment. At a minimum, progress reports shall describe work performed, costs, and problems incurred during the reporting period. Progress Reports shall show the estimated and actual performance of this project by illustration of funds expended and the work completed for the reporting period.

#### 5. Submittals.

Submittals required under this SOW shall be furnished to the parties identified below:

James Hahnenberg  
Remedial Project Manager  
U.S. EPA  
77 West Jackson Blvd.  
Chicago, IL 60056  
Telephone: 312-886-6721  
Email: [hahnenberg.james@epa.gov](mailto:hahnenberg.james@epa.gov)

Angela Mundell  
U.S. Army Corps of Engineers  
477 Michigan Avenue  
Detroit, MI 48226 Telephone: (313) 226-5005, fax - (313) 226-3519  
E-Mail: [Angela.R.Mundell@usace.army.mil](mailto:Angela.R.Mundell@usace.army.mil)

The number of copies necessary shall be identified by EPA and/or USACE. Submittals being furnished for review shall be mailed via overnight carrier or by electronic mail.