

SUPERFUND STATE CONTRACT
BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE STATE OF WASHINGTON
PERTAINING TO
REMEDIAL ACTION AND OPERATION AND MAINTENANCE
AT THE
COMMENCEMENT BAY NEARSHORE/TIDEFLATS SUPERFUND SITE
ASARCO SMELTER (OPERABLE UNIT 02)

1. GENERAL AUTHORITY

[REFERENCES: 42 U.S.C. §§ 9604 and 9621; 40 C.F.R. §§ 300.435(f), 300.510, 300.515(g), and 35.6800-.6820; RCW § 70.105D; and WAC § 173-340.]

This Superfund State Contract (Contract) is entered into pursuant to the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9604 and 9621; the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. §§ 300.435(f), 300.510, 300.515(g); other applicable Federal regulations, 40 C.F.R. §§ 35.6800-.6820; the Revised Code of Washington (RCW), Chapter 70.105D, the Washington Model Toxics Control Act and its implementing regulations, the Washington Administrative Code (WAC), Chapter 173-340.

2. PURPOSE OF CONTRACT

[REFERENCES: 42 U.S.C. §§ 9604(a), 9604 (c)(3), 9604(c)(9), 9604(j), and 9621(f); 40 C.F.R. §§ 35.6805(b), 300.510(a), and 300.515(g); and RCW § 70.105D.030.]

- A. This Contract is an agreement between the United States Environmental Protection Agency (EPA) and the Washington Department of Ecology (Ecology), hereinafter referred to as the "Parties." The Governor has designated Ecology to interact with EPA on behalf of the State, concerning CERCLA response actions, for the Asarco Smelter (Operable Unit 02 or "OU 02") of the Commencement Bay Nearshore/Tideflats Superfund Site (the "Site"). Ecology is also authorized by RCW 70.105D.030(1)(d) to act on behalf of the State in carrying out state programs under CERCLA.
- B. The State is hereby providing the assurances required by Sections 104(c)(3), (c)(9), and (j) of CERCLA, 42 U.S.C. §§ 9604(c)(3), (c)(9), and (j). This Contract also documents the State involvement in the remedial action process as specified by Section 121(f) of CERCLA, 42 U.S.C. § 9621(f), and the NCP, 40 C.F.R. § 300.515(g). More specifically, this Contract documents responsibilities of EPA, as lead agency, and Ecology, as support

agency, during remedial actions and includes clauses that outline the basic purpose, scope, and administration of the Contract.

- C. EPA and Ecology are entering into this Contract specifically to allow the Fund-financed remedial action to repair and complete outer shoreline armoring of the Breakwater Peninsula to proceed at OU 02.

3. DURATION OF CONTRACT

This SSC shall become effective upon execution by EPA and the State and shall remain in effect until the completion of all actions and payments covered by this Contract.

4. DESIGNATION OF PRIMARY CONTACTS AND THEIR RESPONSIBILITIES

References: 40 C.F.R. §§ 35.6805(h) and 300.120.

- A. EPA has designated the following person to serve as Remedial Project Manager (RPM) for this Contract:

Kristine Koch
U.S. EPA Region 10
Superfund & Emergency Management Division
1200 6th Avenue, Suite 155, M/S ECL-122
Seattle, Washington 98101-3140
(206) 553-6705

The designated RPM may be changed by letter to Ecology and incorporated by reference herein without amending this Contract.

- B. The State has designated the following person to serve as the State Project Manager (SPM) for this Contract:

Marian L. Abbett, PE
Washington State Department of Ecology
Toxics Cleanup Program
P.O. Box 47775
Olympia, WA 98504-7775
(360) 407-6257

The designated SPM may be changed by letter to EPA and incorporated by reference herein without amending this Contract.

- C. The RPM may approve project changes during the implementation of remedial actions so long as such changes do not require amendment of this Contract in accordance with Section 32, Amendability.

D. Any disagreements between the RPM and SPM shall be resolved through their chains of command and/or the signatories to this Contract, as specified under Section 30, Issue Resolution.

5. NEGATION OF AGENCY RELATIONSHIP

Reference: 40 C.F.R. § 35.6805(c).

Nothing in this Contract is intended to create, either expressly or by implication, the relationship of agency between EPA and the State. EPA (including its employees, agents, and contractors) is not authorized to represent or act on behalf of the State in any matter associated with this Contract, and the State (including its employees, agents, and contractors) is not authorized to represent or act on behalf of EPA in any matter associated with this Contract.

6. SITE DESCRIPTION

References: 40 C.F.R. §§ 35.6805(d), and 300.430(b) and (d).

The ROD (Appendix A) contains a description of: the Site, including the location, background of events, physical characteristics, and nature of releases of hazardous substances (e.g., contaminant type and affected media); past response actions conducted by EPA, the State, and others; and the selected remedy for OU 02.

7. SITE ACCESS AND PERMITS

References: 40 C.F.R. §§ 35.6805(p) and 300.400(d).

EPA will use its own authority to secure access to the Site, as well as rights-of-way and easements necessary for EPA or its contractors to complete the Fund-financed remedial actions undertaken pursuant to this Contract.

8. EXCLUSION OF THIRD-PARTY BENEFITS

Reference: 40 C.F.R. § 35.6805(r).

This Contract is intended to benefit only the State and EPA. This Contract extends no benefit or right to any third party not a signatory hereto.

9. SCOPE OF WORK (SOW) AND SCHEDULES

References: 40 C.F.R. §§ 35.6805(e) and (g), 300.435(b), and 300.430(f).

The Fund-financed remedial actions, and the schedule for conducting those actions are specified in a Scope of Work (SOW), which is attached in Appendix B and incorporated herein as part of this Contract.

10. PROJECT SCHEDULE

Reference: 40 C.F.R. § 35.6805(g).

A general description of the project schedule/milestones -- either by calendar year or Federal Fiscal quarter -- includes a project summary of deliverables, as specified in the SOW, and is attached in Appendix B. This project schedule may be adjusted by the authority of the RPM after consultation with the SPM, without an amendment to this Contract, unless there is an extended delay to the schedule. Changes that significantly increase the project costs, or alter the scope of work, thereby affecting the State's ability to meet the conditions set out in this Contract, including cost-share requirements, shall necessitate an amendment to this Contract.

11. TECHNICAL AND PROGRESS REPORTS

References: 40 C.F.R. §§ 35.6805(t), 300.505(a) and 300.505(d), 35.6815(c)(l), and 35.6650.

A. PROGRESS REPORTS

EPA agrees to submit progress reports on a quarterly basis to the SPM. These progress reports shall include an explanation of work accomplished during the reporting period, delays and problems encountered, along with a description of anticipated corrective measures and resolutions. EPA shall also provide a comparison of the percentage of the project completed to the percentage indicated in the project schedule, detailing significant discrepancies. The SPM will be copied on progress reports provided to EPA by the remedial action contractor. Any Confidential Business Information in the reports will be removed prior to them being provided to the SPM.

B. TECHNICAL REPORTS

The SPM will be copied on technical reports provided to EPA by the remedial action contractor. Technical reports may be supplied in draft, and finalized during the remedial action process, detailing technical progress of the project, changes in the execution of the remedial action, and other information as specified herein. The RPM and the SPM will negotiate a schedule for submittal of all such reports, which may be prepared in conjunction with contractors' support at the Site.

C. STATE REVIEW

The State will provide EPA with comments on draft technical reports within 30 working days of receipt.

12. RECORDS RETENTION

References: 40 C.F.R. §§ 35.6705, 35.6815(d), and 300.515(i); 36 C.F.R. § 1230; and EPA Order 2160.

All financial and programmatic records, supporting documents, statistical records, and other records related to the Site must be retained by the State for a minimum of ten (10) years following the submission of the final Financial Status Report by EPA. All such records shall be accessible and available to EPA. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the 10-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later. Microfilm copying must be performed in accordance with the technical regulations and records management procedures contained in 36 C.F.R. § 1230 and EPA Order 2160, respectively.

13. A STATEMENT OF INTENTION TO FOLLOW EPA POLICY AND GUIDANCE

References: 40 C.F.R. §§ 35.6805(t) and 300.430(t)(5)(ii)(B).

In addition to compliance with all requirements specified in CERCLA and the NCP, EPA and the State intend to follow all applicable EPA policy and guidance identified in the Administrative Record or stated herein. EPA will consider relevant State guidance during the implementation of the Fund-financed remedial actions.

14. LIST OF SITE-SPECIFIC AGREEMENTS

Reference: 40 C.F.R. § 35.6805(m).

The following list includes all site-specific agreements (Cooperative Agreements, Contracts, consent agreements, and administrative orders) associated with and/or in effect for the Site:

Type of Agreement	Signatories	Date
Consent Decree C-91-5528 B	United States of America & Asarco Incorporated	1997
2 nd Amendment to Consent Decree	United States of America & Point Ruston, LLC	2006
3 rd Amendment to Consent Decree	United States of America & Point Ruston, LLC	2016
4 th Amendment to Consent Decree	United States of America & Point Ruston, LLC	2019
Cooperative Agreement	EPA/Metro Parks Tacoma	2016

15. CERCLA ASSURANCE: COST SHARE

References: 42 U.S.C. § 9604(c)(3); and 40 C.F.R. §§ 35.6105(b)(2), 35.6805(i)(5), and 300.5 10(b).

Sections 104(c)(3) and 104(d)(1) of CERCLA, 42 U.S.C. §§ 9604(c)(3) and 9604(d)(1), require that EPA determine whether the Site was publicly or privately operated at the time of the release, in order to determine the State's cost share. This Site was privately operated; therefore, the State's share is 10 percent of the Fund-financed remedial action costs.

16. COST-SHARE CONDITIONS

References: 42 U.S.C. § 9604(c)(3) and (5); and 40 C.F.R. §§ 35.6805(j) and .6815(a), and 300.510(b)(2), (3), and (4).

A. ESTIMATE OF TOTAL COST OF FUND-FINANCED ACTIONS

- i. The estimated capital cost for the Fund-financed remedial action (capital costs) is \$10 million (excluding EPA's indirect costs). This estimate is derived from the costs estimated during remedial design specifications and includes contingencies for change orders, which may or may not be invoked, and construction management services. The estimated cost for a construction oversight contract for the remedial action is \$500,000. Together, the capital construction and construction oversight costs present a total estimated cost of \$10.5 million for the remedial action.
- ii. The estimated amount of the State's ten (10) percent share of the total cost of the Fund-financed remedial action is \$1,050,000.

B. PAYMENT TERMS

- i. Subject to the State's constitutional debt limitation and appropriated funds, the State assures its 10% cost share obligation for actual remedial action costs at the Site. The State will pay 10% of remedial action costs incurred by EPA until the remedial action becomes operational and functional. The State shall make best efforts to obtain funding to meet this obligation, including seeking appropriations from the State Legislature until this obligation is met.
- ii. Subject to Section 18.B.i., the State's total cost share obligation ("principal balance") will become due and payable after the date the remedy becomes operational and functional ("O&F") as follows: 90 days after the O&F date, the State will pay 25% of the principal balance plus interest. Thereafter, on an annual basis, the State will pay 25% of the principal balance plus interest on the unpaid principal balance. Interest shall accrue from the O&F date at a rate equal to the annual rate of interest for the Superfund Trust Fund. The amount of the principal balance may be adjusted in accordance with the reconciliation provisions of Section 33. The State may pay, without penalty, principal balance amounts before they are due.
- iii. All payments by the State shall be made to EPA and sent to the address specified below:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

17. EMERGENCY RESPONSE ACTIVITIES

Reference: 40 C.F.R. 300.415 & 300.525

Any emergency response activities, or emergency circumstances, including removal actions, shall not be restricted by the terms of this Contract. However, remedial actions may be suspended until the emergency activities are concluded, at which time the terms of this Contract will be subject to amendment if required by Section 32, Amendability.

18. CERCLA ASSURANCE: 20-YEAR WASTE CAPACITY ASSURANCE

References: 42 U.S.C. § 9604(c)(9); and 40 C.F.R. §§ 300.510(e), 35.6120, 35.6105(b)(3), and 35.6805(i)(2).

The State submitted a Waste Capacity Assurance Plan on April 25, 1994, which EPA determined to be adequate, pursuant to 40 C.F.R. § 35.6120, on May 26, 1994. The State hereby assures that hazardous waste treatment or disposal facilities will be available for receiving wastes from OU 02 for twenty (20) years following the effective date of this Contract.

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

References: 42 U.S.C. § 9604(c)(3)(B) and 9621(d)(3); and 40 C.F.R. §§ 300.510(d), and 35.6805(i)(3), and 35.6105(b)(4).

The State hereby assures the availability of adequate regional capacity for the disposal of hazardous substances from the site. The State makes these assurances based upon the information contained in its 1994 Waste Capacity Assurance Plan referenced in Section 18, immediately above.

20. NOTIFICATION OF TRANSFER OF CERCLA WASTE

References: 40 C.F.R §§ 35.6805(v) and 35.6120, and EPA (OSWER) Directive 9330.2-07.

EPA will, prior to any shipment of hazardous substances from the site to an out-of-State facility, provide written notification to:

- A. The appropriate environmental official for the State in which the waste management facility is located; and/or
- B. The appropriate Indian tribal official who has jurisdictional authority in the area where the waste management facility is located.

21. CERCLA ASSURANCE: REAL PROPERTY ACQUISITION

References: 42 U.S.C. § 9604(j); and 40 C.F.R. §§ 300.510(f), and 35.6805(i)(4), 35.6105(b)(5), and 35.6400.

Pursuant to the ROD, an interest in real property does not need to be acquired in order to implement this remedial action.

22. CONSTRUCTION COMPLETION DETERMINATION

References: 40 C.F.R. §§ 35.6805(q), 300.510(c)(2), 300.515(g), and 300.435(f); and OSWER Directives 9355.0-4B and 9320.2-09A-P.

A. PREFINAL/FINAL INSPECTION

- i. A pre-final inspection will be conducted upon preliminary project completion for this EPA-lead remedial action at the Site. The pre-final inspection will be led by the RPM. Participants, to accompany the RPM, include the SPM and the owners of property at the Site, and may include other participants, as appropriate.
- ii. The pre-final inspection will consist of a walk-through inspection of the entire project site. This inspection will survey the completed site work, determining whether the project is complete and consistent with the contract documents and the EPA approved remedy. Jointly, EPA and the State will determine if there are any outstanding construction items. An attempt shall be made to determine resolutions for all remaining issues.
- iii. A pre-final inspection report will be provided by EPA to the State for review. Acceptance of the resolutions specified in the prefinal inspection report is constituted by the State's signature.
- iv. A final inspection will be conducted upon completion of any outstanding construction items for this EPA-lead remedial action at the Site. The final inspection will be led by the RPM. Participants, to accompany the RPM, include the SPM and all other parties from the prefinal inspection.

B. FINAL CERTIFICATION

The final inspection will consist of a walk-through inspection of the project site, with the inspection focusing on the outstanding construction items identified in the pre-final inspection. The RPM and the SPM will confirm that all outstanding items have been resolved. If any items are still unresolved, the inspection shall be considered a pre-final inspection requiring another pre-final inspection report.

C. REMEDIAL ACTION REPORT

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

D. ACCEPTANCE OF THE REMEDY

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

E. PROJECT CLOSEOUT

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

F. OPPORTUNITY TO OBJECT BY STATE

If Ecology does not agree with EPA's determination that the construction of the work is complete, then Ecology must notify EPA in writing that it is invoking dispute resolution procedures set forth in Section 30.

23. OPERATIONAL AND FUNCTIONAL (O&F) DETERMINATION

References: 40 C.F.R. §§ 35.6805(q), 300.435(f), 300.510(c)(2), and 300.515(g); and OSWER Directives 9355.0-4A and 9320.2-09A-P.

A. ACTIVITIES

Pursuant to 40 CFR 300.435(f)(2), a remedy becomes "operational and functional" either one year after construction is completed or when the remedy is determined by EPA and the state to be functioning properly and performing as designed, whichever is earlier. EPA shall conduct, per this Contract, those activities necessary to ensure that the Fund-financed remedial actions are O&F. EPA shall conduct those activities until either one year after construction is completed or when the remedial actions are determined concurrently by EPA and the State to be functioning properly and performing as designed, whichever is earlier. EPA may grant extensions of the one-year period, as appropriate.

B. CERTIFICATION BY EPA

EPA will certify in writing to Ecology that the remedial actions are O&F and explain and how any issues identified by Ecology were resolved.

C. OPPORTUNITY TO OBJECT BY STATE

If Ecology does not agree with EPA's determination, then Ecology must notify EPA in writing that it is invoking the dispute resolution procedures set forth in Paragraph 30.

24. OPERATION AND MAINTENANCE (O&M) PLANS

Reference: 40 C.F.R. § 300.510(c)(1).

EPA will specify in O&M plans the applicable O&M activities of the remedy before transferring the responsibility for undertaking those activities to Metro Parks Tacoma pursuant to an environmental covenant for this property, which both the State and EPA will have the right to enforce. EPA agrees to work cooperatively with Ecology in the development of those plans.

25. CERCLA ASSURANCE: OPERATION AND MAINTENANCE (O&M)

References: 42 U.S.C. § 9604(c)(3)(A); 40 C.F.R. §§ 35.6805(i)(1), 35.6105(b)(1), 300.435(f), and 300.510(c); and OSWER Directive 9355.0-87.

Pursuant to the environmental covenant referenced above, Metro Parks Tacoma will accept transfer of and responsibility for operating and maintaining that portion of the Remedy upon the remedial action being deemed O&F as defined in Section 23.

26. NPL DELETION

References: 40 C.F.R. §§ 300.515(c)(3) & 300.425(e), and OSWER Directive 9320.2-3A

EPA shall consult and provide the State with a deletion package, for the State's concurrence, before deleting the Site from the National Priorities List (NPL).

27. ACTIVITIES BY OTHER PARTIES

Reference: 40 C.F.R. § 35.6805(u).

If, at any time during the pendency of this Contract, a party other than EPA performs any of the remedial actions addressed by this Contract, the State and EPA may amend this Contract to reflect changes resulting from such performance, see Section 32, Amendability.

28. ENFORCEMENT

Reference: 40 C.F.R. § 35.6805(n).

This Contract does not constitute a waiver or compromise of EPA's right to bring or maintain an action against any person or persons, including the State, under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, or any other statutory or common law.

29. COST RECOVERY

References: 42 U.S.C. § 9607; and 40 C.F.R. § 300.520.

- A. EPA and the State may assert claims against any party for the reimbursement of any response costs.
- B. Neither the State nor EPA waives the right to recover all government-funded expenditures.

30. DISPUTE RESOLUTION

References: OSWER Directive 9375.5-04, and EPA/OARM Audit Report 2750 - Management of EPA Audit Reports and Follow-up Actions (1984 Edition).

In the event a dispute arises under this Contract, the Parties shall utilize the dispute resolution procedure set forth below. All decisions, including unilateral decisions by EPA and joint decisions by the Parties, are subject to this procedure. Matters unrelated to this Contract, such as those between the State and other Federal agencies, are not subject to the terms of this Contract, since this Contract is a bilateral agreement.

- A. Any dispute arising under this Contract shall be resolved to the extent possible by the RPM and the SPM.
- B. If any such dispute cannot be resolved by the RPM and the SPM, it shall be referred, as necessary, to the Superfund & Emergency Management Division Director [or designee] of EPA; the Regional Administrator [or designee] of EPA; and finally, matters of national significance may be referred to the Administrator [or designee] of EPA for resolution. EPA and the State agree that any terms of resolution reached through this process are binding.
- C. Contractual resolutions and final audit determinations, impacting this CERCLA-funded remedial action, shall be binding to both EPA and the State, and may require an amendment to this Contract.

31. SANCTIONS FOR FAILURE TO COMPLY WITH TERMS OF THIS CONTRACT

References: 42 U.S.C. § 9604(d)(2); and 40 C.F.R. § 35.6805(0)

If the State fails to comply with the terms of this Contract, after reasonable notice and opportunity to correct, EPA may, after providing sixty (60) days notice, proceed under the provisions of CERCLA, 42 U.S.C. § 9604(d)(2), to enforce this Contract in the appropriate court of competent jurisdiction. If EPA breaches this Contract, the State may, after providing sixty (60) days notice, file suit and seek remedies in an appropriate court of competent jurisdiction if authorized by law.

32. AMENDABILITY

References: 42 U.S.C. § 9604; and 40 C.F.R. 42 U.S.C. §§ 35.6805(l) and 300.510.

- A. This Contract may be amended by mutual agreement of EPA and the State. Any such amendments must be in writing and must be signed by authorized officials for EPA and the State.
- B. The Parties may agree to amend this Contract for reasons including, but not limited to, the revision of costs or terms to undertake modifications to the remedial activities.
- C. The Parties shall amend this Contract if alterations impact the State's assurances pursuant to the NCP and CERCLA, as amended.

33. RECONCILIATION PROVISION

Reference: 40 C.F.R. § 35.6805(K).

- A. This Contract shall remain in effect until EPA and the State have satisfied CERCLA cost-share requirements under this Contract. This will include financial settlement of project costs and final reconciliation of response costs (including change orders, claims, overpayments, reimbursements, etc.). Rather than using overpayments by the State under this Contract to satisfy cost-sharing obligations at another site, EPA shall reimburse the State for any overpayments.
- B. If the payment terms herein do not cover the complete cost of the funded actions, EPA will bill the State for the State's corrected cost share. Final reconciliation of all the costs for the funded actions will follow completion of the remedial actions covered under this Contract and is not contingent upon deletion of the Site from the NPL.

34. CONCLUSION OF THIS CONTRACT

References: 42 U.S.C. § 9604(i); and 40 C.F.R. §35.6820.

This Contract is concluded when:

- A. EPA has satisfactorily completed the funded actions under this Contract;
- B. Metro Parks Tacoma has undertaken the O&M obligations specified in Section 25, CERCLA Assurance: Operation and Maintenance;
- C. The EPA Financial Management Officer has a final accounting of all remedial action costs covered by this Contract, including change orders and contractor claims, pursuant to Section 33, Reconciliation Provision;

- D. The State has submitted all cost-share payments covered by this Contract to EPA in accordance with Section 16, Cost-Share Conditions; and
- E. If applicable, interest in real property has been accepted by the State pursuant to 40 C.F.R. § 35.6805(i)(4).

35. TERMINATION OF THIS CONTRACT

- A. The Parties may terminate this Contract by agreement. Any such agreement must establish the effective date for the termination, the basis for settlement of termination costs, and the amount and date of any sums due either party.
- B. In addition, either Party may terminate this Contract upon EPA's decision to halt the funded actions. Any such termination must be initiated by written notice to the other Party and will be effective upon reconciliation of costs as provided in Section 33, Reconciliation Provision.

36. APPENDICES

The following appendices are hereby incorporated by reference into this Contract. With the exception of the ROD, any modifications to the appendices are also incorporated by reference into this Contract. Incorporation of any amendments to the ROD pertaining to OU 02 requires the agreement of both EPA and Ecology for the duration of this Contract.

Appendix A: EPA Superfund Record of Decision for Operable Unit 02 (Asarco Tacoma Smelter Facility), March 1995.

Appendix B: Scope of Work for Remediation of Operable Unit 02 (Tacoma Smelter Shoreline Repair).

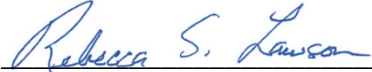
Appendix C: 100 Percent Design for Asarco Tacoma Smelter Shoreline Repair.

THE PARTIES HAVE EXECUTED THIS CONTRACT IN TWO (2) COPIES, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: _____
Calvin J. Terada, Director
Superfund & Emergency Management Division
United States Environmental Protection Agency, Region 10

FOR THE STATE OF WASHINGTON, BY AND THROUGH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY

 _____ DATE: 09/10/2020
Rebecca S. Lawson, P.E., LHG, Acting Program Manager
Toxics Cleanup Program
Washington Department of Ecology

Appendix A
EPA Superfund
Record of Decision for Operable Unit 02
(Asarco Tacoma Smelter Facility),
March 1995

Appendix B
Scope of Work
for
Remediation of Operable Unit 02
(Asarco Tacoma Smelter Facility –
Breakwater Peninsula Shoreline Repair)
Tacoma, Washington

I. **Background**

EPA issued a Record of Decision (ROD) for the Asarco Tacoma Smelter Facility Operable Unit 02 within the Commencement Bay Nearshore/Tideflats Superfund Site in Tacoma and Ruston, Washington in March 1995. In the ROD, EPA selected a final response action to address soil contamination at the Site. Asarco constructed the shoreline remedy in 2001. Poor construction and subsequent high storm wave action on the shoreline has caused the shoreline armor to fail, re-exposing the slag in the shoreline. The work under this SOW is to install a new shoreline cap that is constructed to higher engineering standards to withstand both earthquakes and high storm wave action and is intended to be completed in one construction season.

II. **Scope of Work**

The scope of the work generally includes the following:

- Site preparation, grading, and erosion controls
- Backfill and grading
- Installation of fabric and armor stone
- Replacement of outfall (scope under City of Tacoma purview)
- Quality assurance and quality control
- Institutional controls
- Operation, maintenance and monitoring of the shoreline armoring (scope under Metro Parks Tacoma purview)

III. **Tasks**

EPA expects that the remedial action contract will include the following major tasks:

- Contractor on-site management
- Contractor mobilization and demobilization
- Development of Contractor site-specific plans (e.g., erosion control plan, construction health and safety plan, site management plan)
- Site preparation, including grading, and erosion control
- Import of construction materials
- Backfill of excavations, grading, and compaction
- Equipment decontamination
- Existing shoreline cap repair along the outer shoreline of the Breakwater Peninsula.

The final plans and specifications developed for the final work may differ from this list of tasks but is expected to be consistent with the statement of work described above.

IV. **Project Schedule**

EPA' s preliminary schedule for conducting this work is as follows:

Design – 100% Final Design completed September 26, 2018

Award contract – 2nd Quarter of FY 2020

Start construction – July 2021

Complete construction – February 2022

This schedule is subject to change based on availability of funding or other relevant factors.

Appendix C
100 Percent Design
for
Asarco Tacoma Smelter Shoreline Repair