

**STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:  
  
**Bridge Point Seattle 130, LLC**

AGREED ORDER  
  
No. DE 21602

TO: Bridge Point Seattle 130, LLC  
c/o Justin Carlucci  
10655 NE 4<sup>th</sup> Street, Suite 500  
Bellevue, WA 98004  
[jcarlucci@bridgeindustrial.com](mailto:jcarlucci@bridgeindustrial.com)

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## **I. INTRODUCTION**

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Bridge Point Seattle 130, LLC (Bridge) under this Agreed Order (Order) is to provide for remedial action, Feasibility Study and a preliminary Draft Cleanup Action Plan at a facility where there has been a release or threatened release of hazardous substances. This Order requires Bridge to implement these remedial actions and provide the associated deliverables per the schedule detailed in Exhibit B (Scope of Work and Schedule of Deliverables). Ecology believes the actions required by this Order are in the public interest.

## **II. JURISDICTION**

This Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.050(1).

## **III. PARTIES BOUND**

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each Party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such Party to comply with this Order. Bridge agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter Bridge's responsibility under this Order. Bridge shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

## **IV. DEFINITIONS**

Unless otherwise specified herein, the definitions set forth in RCW 70A.305, WAC 173-204 and WAC 173-340 shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as the Dawn Foods Site. The Site constitutes a facility under RCW 70A.305.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located. Based upon factors currently known to Ecology, the Site is generally located

in the vicinity of 6901 Fox Avenue South along the Lower Duwamish Waterway, and impacted Lower Duwamish Waterway sediments in the Georgetown neighborhood of Seattle as shown in the Location Diagram (Exhibit A).

- B. Parties: Refers to the State of Washington, Department of Ecology and Bridge.
- C. Potentially Liable Persons (PLP(s)): Refers to Bridge.
- D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order.

All exhibits are integral and enforceable parts of this Order.

## V. FINDINGS OF FACT

Ecology makes the following findings of fact.

A. Based upon factors currently known to Ecology, the Site is generally located in the vicinity of 6901 Fox Avenue South (King County Parcel #00180-0113) along the Lower Duwamish Waterway in the Georgetown neighborhood of Seattle, Washington as shown in the Location Diagram (Exhibit A).

B. The property covers 5.4-acres and is zoned for General Industrial IG1 U85. Available records indicate that historical usage of the property is consistent with its zoning. The property is located in the Georgetown neighborhood of Seattle adjacent to the Lower Duwamish Waterway.

C. The property currently contains a warehouse building constructed in 1977 that is approximately 2.96 acres/128,800 square feet in size, with paved areas covering the remainder of the Property. The warehouse building and the Property are currently used by Dawn Foods to store dry foods and cooking oils. Materials are delivered by rail and truck. Five silos are present along the western end of the warehouse, along with three above ground storage tanks which contain dry products (flour) and formerly contained oils. There is secondary containment around the silos. The Property contains carbon dioxide tank (80,000-pound storage) which is used to cool agents in the mixes, as well as a propane tank at the south end of the warehouse used to fuel the fork lifts.

D. Bridge is the current owner of the property as of April 2021. Bridge is a registered limited liability company with the Washington Secretary of State, UBI #604 723 371. Historical

records, including a Phase I Environmental Site Assessment from 2020 performed by Crete Consulting, indicate that ship building occurred on the property prior to 1977. Prior buildings were constructed on the property around 1929, and previous operations included sheet metal and assembling, electric thermostat manufacturing plant, paint spraying, general storage and offices. Ship building activities likely occurred on the property (and on the adjacent Seattle Boiler Works (SBW) Property) between 1917 and 1966. After 1966, the property was leased and used by Emerson GM Diesel, a sheet metal fabrication and generator manufacturing company until the mid-1970's when the existing warehouse was constructed and all pre-existing buildings were demolished.

E. There are several stormwater drains along the southern portion of the property. Discharge to the Lower Duwamish Waterway may occur via a single outfall. The property slopes gently from east to west, towards the Lower Duwamish Waterway, with a steep embankment on the western boundary with the Duwamish Waterway. The property is subject to a National Pollutant Discharge Elimination System (NPDES) Permit #WAR011560. There is no surface water present directly on or within the property.

F. A spill of diesel fuel occurred on the property on May 29, 2010. The quantity, location, source and extent of the spill are unknown. Additionally, on April 25, 2017, approximately eight (8) ounces of hydraulic oil from a broken hydraulic line were reported to be spilled into a storm drain on the property. A single-pad mounted transformer is located on the property which may contain low levels of PCBs, although there is no known release from this transformer which is maintained and serviced by the City of Seattle.

G. Multiple subsurface investigations have occurred on and beneath the property, including an updated Phase II investigation in 2020. Hazardous substance contamination has been confirmed on, beneath, and potentially adjacent to the Property including: (1) chlorinated solvents (including PCE, TCE, 1-2 DCE, and vinyl chloride) in groundwater along the eastern portion of the Property; (2) gasoline in groundwater at one specific location coincident with chlorinated solvent contamination; and (3) metals contamination from prior shipbuilding operations, including

but not limited to arsenic, zinc and nickel in soil and groundwater. The full nature and extent of contamination on, beneath, migrating to and potentially migrating from the property has not yet been delineated.

H. The Fox Avenue Building Site (<https://apps.ecology.wa.gov/cleanupsearch/site/5082>), which involves active remediation of chlorinated solvents in groundwater pursuant to Agreed Order DE 6486 is located upgradient of the property.

I. The SBW property is not currently being remediated (other than long-term monitoring associated with the Fox Avenue Building Site) pursuant to any order or voluntary cleanup process with Ecology. Available sampling data demonstrates that metals contamination may be located on both the property and the SBW property, as these properties were both previously utilized for shipbuilding and related industrial activities. The nature and extent of metals contamination on the SBW Property (if any) is currently unknown at this time.

## **VI. ECOLOGY DETERMINATIONS**

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by Bridge.

A. Bridge is an “owner or operator” as defined in RCW 70A.305.020(22) of a “facility” as defined in RCW 70A.305.020(8).

B. Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70A.305.020(32), (13), respectively, has occurred at the Site.

C. Based upon credible evidence, Ecology issued a PLP status letter to Bridge dated January 31, 2023 pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Bridge is a PLP under RCW 70A.305.040 and notified Bridge of this determination by letter dated February 27, 2023.

D. Pursuant to RCW 70A.305.030(1), .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

E. Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, remedial investigation/feasibility study, or design of a cleanup action plan. Either Bridge or Ecology may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VII.E. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70A.305.

## **VII. WORK TO BE PERFORMED**

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that Bridge take the following remedial actions at the Site. These remedial actions must be conducted in accordance with WAC 173-340 and WAC 173-204:

A. The PLP(s) will complete a Remedial Investigation Work Plan, a Remedial Investigation and Feasibility Study, and a preliminary Draft Cleanup Action Plan for the Site in accordance with the schedule and terms of the Scope of Work and Schedule, Exhibit B, and all other requirements of this Order. The following naming conventions shall be used for documents: Agency Review Draft (designation for the first time Ecology receives a document); Public Review Draft (designates a document ready for public comment); Final (designation for a document after public comment and Ecology approval); and the preliminary Draft Cleanup Action Plan (designation for the PLP(s) version of the DCAP).

B. If Bridge learns of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in any media, Bridge shall, within seven (7) days of learning of the change in condition, notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions.

C. Bridge shall submit to Ecology written quarterly Progress Reports that describe the actions taken during the previous quarter to implement the requirements of this Order. All Progress Reports shall be submitted by the tenth (10th) day of the month in which they are due after the effective date of this Order. Unless otherwise specified by Ecology, Progress Reports and any other documents submitted pursuant to this Order shall be sent by certified mail, return receipt requested, to Ecology's project coordinator. The Progress Reports shall include the following:

1. A list of on-site activities that have taken place during the quarter.
2. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.
3. Description of all deviations from the Scope of Work and Schedule (Exhibit B) during the current quarter and any planned deviations in the upcoming quarter.
4. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.
5. All raw data (including laboratory analyses) received during the previous quarter (if not previously submitted to Ecology), together with a detailed description of the underlying samples collected.
6. A list of deliverables for the upcoming quarter.

D. All plans or other deliverables submitted by Bridge for Ecology's review and approval under Exhibit B shall, upon Ecology's approval, become integral and enforceable parts of this Order.

E. Either Ecology or Bridge may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, Bridge shall prepare and submit to Ecology

an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). Bridge shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan will become an integral and enforceable part of this Order, and Bridge will be required to conduct the interim action in accordance with the approved Interim Action Work Plan. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action(s) itself.

F. If Ecology determines that Bridge has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Bridge, perform any or all portions of the remedial action or at Ecology's discretion allow Bridge opportunity to correct. In an emergency, Ecology is not required to provide notice to Bridge, or an opportunity for dispute resolution. Bridge shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Payment of Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).

G. Except where necessary to abate an emergency situation or where required by law, Bridge shall not perform any remedial actions at the Site outside those remedial actions required by this Order to address the contamination that is the subject of this Order, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section VIII.K. (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, Bridge must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

## **VIII. TERMS AND CONDITIONS**

### **A. Payment of Remedial Action Costs**

Bridge shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its

contractors for, or on, the Site under RCW 70A.305, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Ecology has accumulated \$3,502.84 in remedial action costs related to this Site as of April 4, 2023. For all Ecology costs incurred, Bridge shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

**B. Designated Project Coordinators**

The project coordinator for Ecology is:

David Butler  
NWRO Toxics Cleanup Program  
P.O. Box 330316  
Shoreline, WA 98133  
206-518-3513  
[david.butler@ecy.wa.gov](mailto:david.butler@ecy.wa.gov)

The project coordinator for Bridge is:

Grant Hainsworth, P.E.  
CRETE Consulting Inc., PC  
16300 Christensen Road  
Suite 214  
Tukwila, WA 98188  
(253) 797-6323  
[grant.hainsworth@creteconsulting.com](mailto:grant.hainsworth@creteconsulting.com)

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and Bridge, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any Party may change its respective project coordinator. Written notification shall be given to the other Party at least ten (10) calendar days prior to the change.

### **C. Performance**

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

Bridge shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s), subcontractor(s), and other key personnel to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

**D. Access**

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that Bridge either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing Bridge's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Bridge. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site Property owned or controlled by Bridge unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

Bridge shall make best efforts to secure access rights for those properties within the Site not owned or controlled by Bridge where remedial activities or investigations will be performed pursuant to this Order. As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Bridge would use so as to achieve the goal in a timely manner including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If, within 30 days after the effective date of this Order, Bridge is unable to accomplish what is required through "best efforts, they shall notify Ecology, and include a description of the steps taken of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist Bridge or take independent action in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from Bridge for all costs, including cost of attorneys' time, incurred by Ecology in obtaining such access or agreements to restrict land, water, or other resource use.

**E. Sampling, Data Submittal, and Availability**

With respect to the implementation of this Order, Bridge shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, Bridge shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Bridge pursuant to implementation of this Order. Bridge shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Bridge and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.D (Access), Ecology shall notify Bridge prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

**F. Public Participation**

RCW 70A.305.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing this public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

Ecology shall maintain the responsibility for public participation at the Site. However, Bridge shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the

submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify Bridge prior to the issuance of all press releases and fact sheets related to the Site, and before meetings related to the Site with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by Bridge that do not receive prior Ecology approval, Bridge shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

4. When requested by Ecology, arrange and maintain a repository to be located at:

- Online: <https://apps.ecology.wa.gov/cleanupsearch/site/16678>
- South Park Library  
8604 8th Avenue S, Seattle, WA 98108
- Ecology's Northwest Regional Office  
15700 Dayton Ave North, Shoreline, WA 98133

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Northwest Regional Office in Shoreline, Washington.

**G. Access to Information**

Bridge shall provide to Ecology, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) within Bridge’s possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the work.

Bridge shall also make available to Ecology, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the work.

Nothing in this Order is intended to waive any right Bridge may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If Bridge withholds any requested Records based on an assertion of privilege, Bridge shall provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged, including: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, biological, or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Order.

Notwithstanding any provision of this Order, Ecology retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under any other applicable statutes or regulations.

**H. Retention of Records**

During the pendency of this Order, and for ten (10) years from the date of completion of the work performed pursuant to this Order, Bridge shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert

a similar record retention requirement into all contracts with project contractors and subcontractors.

## **I. Resolution of Disputes**

1. In the event that Bridge elects to invoke dispute resolution, Bridge must utilize the procedure set forth below.

a. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), Bridge has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The Parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those fourteen (14) calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; Bridge's position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

c. Bridge may then request regional management review of the dispute. Bridge must submit this request (Formal Dispute Notice) in writing to the Northwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; Bridge's position with respect to the dispute; and the information relied upon to support its position.

d. The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII (Work to be Performed) or initiating enforcement under Section X (Enforcement).

**J. Extension of Schedule**

1. Bridge's request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

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

2. The burden shall be on Bridge to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

- a. Circumstances beyond the reasonable control and despite the due diligence of Bridge including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Bridge.

b. A shelter in place or work stoppage mandated by state or local government order due to public health and safety emergencies.

c. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.

d. Endangerment as described in Section VIII.L (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Bridge.

3. Ecology shall act upon Bridge's written request for extension in a timely fashion. Ecology shall give Bridge written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII.K (Amendment of Order) when a schedule extension is granted.

4. At Bridge's request, an extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of one of the following:

a. Delays in the issuance of a necessary permit which was applied for in a timely manner.

b. Other circumstances deemed exceptional or extraordinary by Ecology.

c. Endangerment as described in Section VIII.L (Endangerment).

#### **K. Amendment of Order**

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII.M (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and Bridge. Ecology will provide its

written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment.

When requesting a change to the Order, Bridge shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Order must be formally amended. Reasons for the disapproval of a proposed change to this Order shall be stated in writing. If Ecology does not agree to a proposed change, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.I (Resolution of Disputes).

**L. Endangerment**

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct Bridge to cease such activities for such period of time as it deems necessary to abate the danger. Bridge shall immediately comply with such direction.

In the event Bridge determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, Bridge may cease such activities. Bridge shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, Bridge shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Bridge's cessation of activities, it may direct Bridge to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, Bridge's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.J (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

**M. Reservation of Rights**

This Order is not a settlement under RCW 70A.305. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against Bridge to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Bridge regarding remedial actions required by this Order, provided Bridge complies with this Order.

Ecology nevertheless reserves its rights under RCW70A.305, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health or the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, Bridge does not admit to any liability for the Site. Although Bridge is committing to conducting the work required by this Order under the terms of this Order, Bridge expressly reserves all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

**N. Transfer of Interest in Property**

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Bridge without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to Bridge's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, Bridge shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30)

days prior to any transfer, Bridge shall notify Ecology of said transfer. Upon transfer of any interest, Bridge shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

**O. Compliance with Applicable Laws**

1. *Applicable Laws.* All actions carried out by Bridge pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits or approvals, except as provided in RCW 70A.305.090. Bridge has a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or Bridge, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and Bridge must implement those requirements.

2. *Relevant and Appropriate Requirements.* All actions carried out by Bridge pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. If additional relevant and appropriate requirements are identified by Ecology or Bridge, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and Bridge must implement those requirements.

3. Pursuant to RCW 70A.305.090(1), Bridge may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, Bridge shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, the Parties agree that Ecology has the non-exclusive ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

4. Bridge has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action

under this Order. In the event either Ecology or Bridge determines that additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other Party of its determination. Ecology shall determine whether Ecology or Bridge shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Bridge shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Bridge and on how Bridge must meet those requirements. Ecology shall inform Bridge in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Bridge shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and Bridge shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits or approvals.

**P. Indemnification**

Bridge agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of Bridge, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Bridge shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

## **IX. SATISFACTION OF ORDER**

The provisions of this Order shall be deemed satisfied upon Bridge's receipt of written notification from Ecology that Bridge has completed the remedial activity required by this Order, as amended by any modifications, and that Bridge has complied with all other provisions of this Agreed Order.

## **X. ENFORCEMENT**

Pursuant to RCW 70A.305.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

C. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

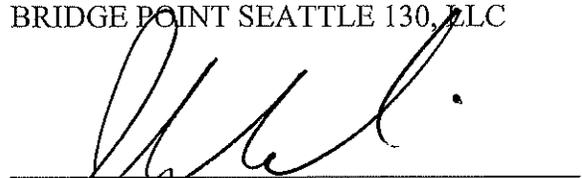
2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.

This Order may be reviewed only as provided under RCW 70A.305.070.

Effective date of this Order: \_\_\_\_\_ July 6, 2023

BRIDGE POINT SEATTLE 130, LLC



Justin Carlucci  
Authorized Signatory  
10655 NE 4<sup>th</sup> Street  
Bellevue, WA 98004  
(425) 753-0911

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY



Robert W. Warren  
Section Manager  
Toxics Cleanup Program  
Northwest Region Office  
(206) 594-0093

# Exhibit A

# Dawn Food Products Cleanup Site

\*Parcel boundary

1st Avenue Bridge

East Marginal Way South  
Fox Avenue South

Lower Duwamish Waterway

\*In-water and upland investigations will define site boundary.



# Exhibit B

# **EXHIBIT B SCOPE OF WORK AND SCHEDULE OF DELIVERABLES**

## **SCOPE OF WORK**

### **PURPOSE**

The work under this Agreed Order (AO) involves conducting a Remedial Investigation (RI) and Feasibility Study (FS), conducting interim actions if required or agreed to by Ecology, and preparing a preliminary Draft Cleanup Action Plan (DCAP) to select a cleanup alternative. The purpose of the RI, FS, and preliminary DCAP for the Site is to provide sufficient data, analysis, and evaluations to enable Ecology to select a cleanup alternative for the Site.

Bridge shall coordinate with Ecology throughout the development of an Interim Action (if pursued or required), RI/FS and preliminary DCAP, and shall keep Ecology informed of changes to any Work Plan or other project plans, and of any issues or problems as they develop.

The Scope of Work (SOW) is divided into eight major tasks as follows:

- Task 1. Remedial Investigation Work Plan
- Task 2. Remedial Investigation / Feasibility Study
- Task 3. Interim Action(s) (if pursued or required)
- Task 4. Remedial Investigation / Feasibility Study Reports
- Task 5. State Environmental Policy Act (SEPA) Compliance
- Task 6. Public Participation
- Task 7. Draft Cleanup Action Plan (DCAP)
- Task 8. Progress Reports

### **TASK 1. RI WORK PLAN**

Bridge shall prepare a Remedial Investigation Work Plan (RI Work Plan). The RI Work Plan shall include an overall description and schedule of all RI activities. The RI Work Plan shall clearly describe the project management strategy for implementing and reporting on RI activities. The responsibility and authority of all organizations and key personnel involved in conducting the RI will be outlined.

A Key Project Meeting (RI Planning Meeting) will be held prior to submittal of the RI Work Plan. The purpose of the RI Planning Meeting is to review requirements for the RI Work Plan and plan RI field work, discuss the preliminary Conceptual Site Model, and identify project data needs and possible interim actions.

The RI Work Plan shall describe general facility information; site history and conditions; including previous operations; past field investigations, including any data collection and analysis of soils, air, groundwater, surface water, and sediments; a conceptual site model showing contaminants, migration pathways in all environmental media, and potential receptors; geology and groundwater system characteristics; past, current, and future land use; identification of natural resources and ecological receptors; hazardous substances and their sources, etc., in compliance with WAC 173-340-350 and WAC 173-204-550.

As part of the project background, existing environmental data on site soil, groundwater, surface water, and sediments will be compiled and evaluated for data gaps. The data gaps will be used as the basis for conducting additional site investigations, if necessary. The RI Work Plan will also identify specific data collection procedures in a Sampling and Analysis Plan (SAP), Quality Assurance Project Plan (QAPP), and Inadvertent Discovery Plan as part of the Work Plan in compliance with WAC 173-340-820 for defining the nature and extent of contamination. Bridge will also submit a copy of the Health and Safety Plan (HASP) for the project.

The SAP identifies the proposed number and location of all environmental samples and methods, including soil borings, groundwater monitoring wells, soil, groundwater, stormwater, seep, catch basin and sediment samples, approximate depths, and includes a quality assurance project plan. The SAP will describe the sampling objectives, the rationale for the sampling approach (based upon the identified data gaps), and plans for data use, and shall provide a detailed description of sampling tasks. The SAP shall describe specifications for sample identifiers; sampling equipment; the type, number, and location of samples to be collected; the analyses to be performed; descriptions of sampling equipment and methods to be used; sample documentation; sample containers, collection and handling; data and records management; and schedule.

The QAPP will be prepared in accordance with the Guidance for Preparation of Quality Assurance Project Plans, EPA Region 10, Quality Data Management Program, QA/R-5 and requirements of the EPA Contract Laboratory Program. The QAPP will also follow Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (July 2004)<sup>1</sup> and Sediment Sampling and Analysis Plan Appendix (February 2008).<sup>2</sup> Laboratories must meet the accreditation standards established in WAC 173-50. Data quality objectives will reflect the criteria or threshold values used for the source control evaluation.

The SAP, including the QAPP, and an Inadvertent Discovery Plan will be submitted to Ecology for review and approval. As with all environmental work at the site, work may not begin without written approval from Ecology. The plan shall provide seven (7) days notice to Ecology prior to beginning sampling. Ecology may obtain split samples.

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<sup>1</sup> Found at <http://www.ecy.wa.gov/biblio/0403030.html>

<sup>2</sup> Found at <http://www.ecy.wa.gov/biblio/qapp.html>

Bridge or their contractors shall submit all new sampling data generated under this SAP and any other recently collected data to Ecology via entry of the data into the Environmental Information Management System (EIM) in accordance with WAC 173-340-840(5) and Ecology's Toxics Cleanup Program Policy 840: Data Submittal Requirements. Only validated data will be entered into the EIM database and the Bridge must enter the data within 30 days of submittal.

RI Work Plan tasks and subtasks may include, but are not limited to, the following as necessary to address data gaps identified in the Work Plan:

- Sampling and analysis of soil, groundwater, and seeps;
- Sampling and analysis of stormwater and catch basin solids to determine whether the stormwater system is a source of contamination to sediments;
- Evaluate the potential to contaminate or recontaminate sediments, including analysis of the following pathways:
  - Direct discharges.
  - Stormwater discharges.
  - Overland flow.
  - Groundwater discharges and seeps.
  - Soil erosion.
  - Site operations.
  - Spills, dumping, leaks, housekeeping, and management practices.

Bridge will provide Ecology with an Agency Review Draft RI Work Plan. Once Ecology reviews and approves the Agency Review Draft RI Work Plan, it will be considered the Final RI Work Plan. The RI Work Plan shall not be implemented until approved by Ecology. Once approved by Ecology, Bridge will implement the Final RI Work Plan according to the schedule contained in this Exhibit.

Bridge shall prepare an Agency Review Draft RI Work Plan and submit them, to Ecology for review and comment. After Resolving Ecology's comments on the Agency Review Draft RI Work Plan and after Ecology approval, Bridge shall prepare the Final RI Work Plan and submit them to Ecology. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

## **TASK 2. REMEDIAL INVESTIGATION / FEASIBILITY STUDY**

Bridge shall conduct an RI that meets the requirements of WAC 173-340-350(7) and WAC 173-204-550 according to the RI Work Plan as approved by Ecology. The RI will determine the nature and extent of contamination exceeding preliminary Model Toxics Control Act (MTCA) cleanup levels, preliminary Sediment Management Standards (SMS) cleanup standards (if applicable), and other regulatory requirements. The RI must provide sufficient data and information to define the nature and extent of contamination.

Field sampling and analysis will be completed in general accordance with the SAP, QAPP, and Inadvertent Discovery Plan. Deviation(s) from the approved Plans must be communicated to Ecology immediately and documented as required by Ecology.

Bridge shall provide interim data reports and updates to Ecology as new site data and information become available. Laboratory analysis data shall also be provided in electronic format when it has been validated. Raw laboratory data will be provided to Ecology upon request.

If the data collected during the RI is insufficient to define the nature and extent of contamination and/or to select a remedial alternative, an additional phase of investigation shall be conducted to define the extent of contamination.

Bridge shall use the information obtained in the RI, as well as any data obtained through any interim action, to prepare a Feasibility Study (FS) that meets the applicable requirements of WAC 173-340-350(8) according to the schedule in this Exhibit. Bridge will then create and submit an Agency Review Draft RI/FS which will define the nature and extent of contamination, provide a Conceptual Site Model, evaluate remedial alternatives for site cleanup, consistent with MTCA and SMS requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

The Agency Review Draft RI and FS must include a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350 and WAC 173-204-550. The remedial alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360 and WAC 173-204-570 (if applicable) including a detailed evaluation of remedial alternatives relative to the following criteria:

- Compliance with Cleanup Standards and Applicable Laws
- Protection of Human Health
- Protection of the Environment
- Provision for a Reasonable Restoration Time Frame
- Use of Permanent Solutions to the Maximum Extent Practicable
- The Degree to which Recycling, Reuse, and Waste Minimization are Employed
- Short-term Effectiveness
- Long-Term Effectiveness
- Net Environmental Benefit
- Implementability
- Provision for Compliance Monitoring
- Cost-Effectiveness
- Prospective Community Acceptance

The remedial alternative that is judged to best satisfy the evaluation criteria will be identified. Justification for the selection of the recommended remedial alternative will be included in the RI/FS Report.

After addressing Ecology's comments on the Agency Review Draft RI/FS, Bridge shall prepare the Public Review Draft RI/FS and submit to Ecology for distribution and public comment. The RI/FS will not be considered Final until after a public review and comment period. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

Prior to submittal of the Agency Review Draft RI and FS Report, a Key Project Meeting will be held. During the Key Project Meeting, Ecology and Bridge will review available data and an updated conceptual site model, discuss the content and organization of the Draft RI and FS Reports, review potential ARARs, and review potential remedial alternatives and establish points of compliance for the FS.

Bridge shall compile the results of the RI into an Agency Review Draft RI Report and submit it to Ecology.

After incorporating Ecology's comments on the Agency Review Draft RI Report, the Bridge shall prepare a Public Review Draft RI Report and submit them to Ecology for distribution and public comment. Electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall also be provided for both the Agency Review Draft RI Report and Public Review Draft RI Reports either in the report or as attachments. The RI Report will not be considered Final until after a public review and comment period. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

### **TASK 3. INTERIM ACTIONS (if pursued or required)**

Remedial actions implemented prior to completion of the RI/FS, including those but not limited to that:

- are technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance;
- correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed;
- are needed to provide for completion of the remedial investigation/feasibility study or design of the cleanup action;

will be considered interim actions. These actions will be implemented in accordance with WAC 173-340-430 and the AO, and will be designed in a manner that will not foreclose reasonable alternatives for any final cleanup action that may be required.

As detailed in the AO, if required by Ecology, or if proposed by Bridge and approved by Ecology, Bridge will implement an interim action. Based upon information in the Agency

Review Draft RI Report, interim action(s) may be needed to expedite control of releases to sediments or other environmental media pursuant to WAC 173-340-430.

The scope of interim actions for the Site may include, but not be limited to:

- Soil removal
- Groundwater remediation
- Repair, slip lining, replacement, or closure of stormwater conveyances or other structures such as conduit, vaults, catch basins, etc.
- Removal of underground storage tanks and pipes (if present)
- Removal of old drain fields or former surface impoundments
- Proper abandonment of old wells
- Removal of contaminated building or other structural materials
- Vapor control or mitigation
- Construction of a treatment facility
- Shoreline stabilization such as bulkhead repair, erosion or seepage control, and grading or clearing

If an interim action is to be performed, Bridge will prepare and submit for Ecology approval an Agency Review Draft Interim Action Work Plan (IAWP) with detail commensurate with the work to be performed. The Agency Review Draft IAWP shall include, as appropriate:

- Description of the interim action including its purpose, general requirements, and relationship to the (final) cleanup action (to the extent known),
- Summary of relevant RI/FS information, including at a minimum existing site conditions and alternative interim actions considered,
- Information regarding design and construction requirements, including a proposed schedule and personnel roles and responsibilities,
- Compliance Monitoring Plan,
- Health and Safety Plan (HASP),
- SAP/QAPP/Inadvertent Discovery Plan,
- Required permits and approvals.

Bridge will also submit a copy of the Health and Safety Plan for the project. The Bridge will be responsible for complying with the State Environmental Policy Act (SEPA) Rules (WAC 197-11) including preparing and submitting an environmental checklist for the interim action and will assist Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan. SEPA review for an interim action shall be focused solely on review and analysis of the interim action and may with Ecology's approval adopt or incorporate any separate SEPA review associated with permits, land use approvals or entitlements for the Property or the Site.

Bridge shall prepare the Agency Review Draft IAWP and submit them to Ecology for review. Bridge shall incorporate Ecology's comments and then prepare the Public Review Draft IAWP and submit them to Ecology. After a public notice and comment period for the Public Review Draft IAWP (and SEPA determination), Ecology will approve the IAWP (if appropriate) and the document will be considered Final. Bridge shall prepare the Final IAWP submit them. Once approved by Ecology, Bridge will implement the interim action according with the approved schedule. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

Upon successful completion of the work, an Agency Review Draft Interim Action Report will be prepared as a separate deliverable. Bridge shall prepare the Agency Review Draft Interim Action Report and submit them to Ecology for review and approval. After incorporating Ecology's comments on the Agency Review Draft Interim Action Report and after Ecology approval, Bridge shall prepare the Final Interim Action Report and submit them to Ecology. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

#### **TASK 4. REMEDIAL INVESTIGATION AND FEASIBILITY STUDY REPORTS**

Bridge shall use the information obtained in the RI to prepare an Agency Review Draft Feasibility Study (FS) that meets the applicable requirements of WAC 173-340-350(8) according to the schedule in this Exhibit. The Agency Review Draft RI and FS will evaluate remedial alternatives for site cleanup, consistent with MTCA and SMS requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

Prior to beginning the FS, a Key Project Meeting (FS Planning Meeting) will be held to review Applicable Relevant and Appropriate Requirements, potential remedial alternatives and establish points of compliance.

The Agency Review Draft RI and FS must include a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350 and WAC 173-204-550. The remedial alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360 and WAC 173-204-570. Opportunities to perform remedial actions in an integrated manner with restoration of natural resources may be presented as a fundamental part of the description and evaluation of cleanup alternatives, including consideration of the logistics, cost effectiveness, and environmental benefits associated with combining cleanup and restoration actions.

Bridge shall prepare the Agency Review Draft FS and submit them to Ecology for review. After addressing Ecology's comments on the Agency Review Draft RI and FS, Bridge shall prepare the Public Review Draft FS and submit them to Ecology for distribution and public comment. The RI and FS will not be considered Final until after a public review and comment period. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

**TASK 5. SEPA COMPLIANCE**

Bridge shall be responsible for assisting Ecology with its compliance with the State Environmental Policy Act (SEPA) Rules (WAC 197-11-250 through 268), including the Bridge preparing and submitting a draft and final environmental checklist for either an Interim Action and/or for the selected remedial alternative that will be implemented through the Cleanup Action Plan. If the result of the threshold determination is a determination of significance (DS), Bridge may be responsible for the preparation of an agency review draft environmental impact statements. Bridge shall assist Ecology with coordinating SEPA public involvement requirements with MTCA public involvement requirements whenever practicable, such that public comment periods and meetings or hearings can be held concurrently.

**TASK 6. PUBLIC PARTICIPATION**

The PLPs shall assist Ecology to prepare a Draft and Final Public Participation Plan that complies with the provisions of WAC 173-340-600(9).

The PLPs shall support Ecology in presenting the Public Review RI/FS Report, Public Review Draft CAP, and SEPA evaluations at a public meeting if such a meeting takes place. The PLPs will assist Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

Separate public comment periods will be held for 1) the RI/FS Report, and 2) the Draft CAP and SEPA evaluation. After each public comment period is completed, the PLPs shall prepare an Agency Review Draft Responsiveness Summary that addresses public comments. The PLPs shall prepare two (2) copies of the Agency Review Draft Responsiveness Summary and submit them to Ecology for review and approval, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology.

For each public comment period, after addressing Ecology's comments and after Ecology approval, the PLPs shall prepare five (5) hard copies of the Final Responsiveness Summary and final technical documents (RI/FS Report; DCAP and SEPA) after public comments are incorporated and submit them to Ecology for distribution, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

**TASK 7. PRELIMINARY DRAFT CLEANUP ACTION PLAN**

Upon Ecology approval of the Public Review Draft RI and FS Report and Public Review Draft FS, a Key Project Meeting (Cleanup Action Plan Meeting) will be held regarding the Cleanup Action Plan. The Cleanup Action Plan Meeting will be used to review plans for developing the Agency Review preliminary DCAP.

Bridge shall prepare an Agency Review preliminary DCAP in accordance with WAC 173-340-380 that provides a proposed remedial action to address the contamination present on the Site. The preliminary DCAP shall include a general description of the proposed remedial actions, an inadvertent discovery plan, cleanup standards developed from the RI/FS and rationale regarding their selection, a schedule for implementation, description of any institutional controls proposed, and a summary of applicable local, state, and federal laws pertinent to the proposed cleanup actions.

Bridge will submit an Agency Review preliminary DCAP for Ecology's review and approval.

After receiving Ecology's comments on the Agency Review preliminary DCAP, if any, Bridge shall revise the preliminary DCAP to address Ecology's comments and submit the Public Review DCAP to Ecology. The number and type of document (electronic, print copy, etc.) will be determined by the Ecology Project Coordinator.

#### **TASK 8. PROGRESS REPORTS**

Bridge shall submit Progress Reports on a quarterly basis to Ecology, although this submittal frequency may be revised in accordance with Section VII.(C) of the AO. At a minimum, Progress Reports will contain the following information regarding the preceding reporting period:

- A description of the actions which have been taken to comply with the AO;
- Summaries of sampling and testing reports and other data reports received by the PLP(s);
- Summaries of deviations from approved Work Plans;
- Summaries of contacts with representatives of the local community, public interest groups, press, and federal, state, or tribal governments;
- Summaries of problems or anticipated problems in meeting the schedule or objectives set forth in the SOW and Work Plan;
- Summaries of solutions developed and implemented or planned to address any actual or anticipated problems or delays;
- Changes in key personnel; and
- A description of work planned for the next reporting period.

## SCHEDULE OF DELIVERABLES

The schedule for deliverables described in the Agreed Order and the Scope of Work is attached. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date the Bridge received such notification, comments or approval by certified mail, return receipt requested, unless otherwise noted below. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date Ecology receives the deliverable by certified mail, return receipt requested, or the date of Ecology signature on a hand-delivery form.

| <b>RI/FS Deliverables</b>                        | <b>Completion Times</b>   |
|--|---|
| Quarterly Progress Reports                       | Due the 15th of every third month, beginning the first full month following the effective date of the Agreed Order. |
| Agency Review Draft RI Work Plan                 | 30 calendar days following effective date of the Agreed Order   |
| Final RI Work Plan, including SAP, QAPP, and HSP | 45 calendar days after receipt of Ecology's comments on the Agency Review Draft RI Work Plan                        |
| Completion of RI Field Work                      | 12 months following completion of the Final RI Work Plan  |
| Agency Review Draft RI Report                    | 90 days following receipt of laboratory data  |
| Public Review Draft RI Report                    | 45 calendar days following receipt of Ecology comments on Agency Review Draft RI Report                             |
| Agency Review Draft FS                           | 90 days following completion of Public Review Draft RI Report   |
| Public Review Draft FS                           | 45 calendar days following receipt of Ecology's comments the Public Review Draft FS                                 |
| Agency Review preliminary DCAP                   | 90 calendar days following completion of the Public Review Draft FS   |