

State of Washington  
Department of Ecology

In the Matter of Remedial Action by:  
Stella-Jones Corporation  
Agreed Order  
No. DE 24344

To: Patrick Stark  
Stella-Jones Corporation  
1640 East Marc Ave.  
Tacoma, WA 98421

1. Introduction.....	2
2. Jurisdiction .....	2
3. Parties Bound .....	2
4. Definitions .....	2
5. Findings of Fact.....	5
6. Ecology Determinations.....	7
7. Work to be Performed.....	9
8. Terms and Conditions .....	13
8.1 Payment of Remedial Action Costs .....	13
8.2 Designated Project Coordinators .....	13
8.3 Performance .....	14
8.4 Access.....	15
8.5 Sampling, Data Submittal, and Availability .....	16
8.6 Public Participation.....	16
8.7 Access to Information.....	17
8.8 Retention of Records .....	18
8.9 Resolution of Disputes.....	18
8.10 Extension of Schedule.....	20
8.11 Amendment of Order .....	21
8.12 Endangerment .....	22
8.13 Reservation of Rights.....	22
8.14 Transfer of Interest in Property.....	23
8.15 Compliance with Applicable Laws .....	23
8.16 Indemnification .....	25
9. Satisfaction of Order.....	25
10. Enforcement.....	25

Exhibit A Site Location Diagram

## 1. Introduction

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Stella-Jones Corporation (Stella-Jones) under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires Stella-Jones to conduct and complete a Remedial Investigation and Feasibility Study to investigate, evaluate, and cleanup releases to the subsurface soil and groundwater at the JH Baxter Arlington Site (Site). The Order also requires Stella-Jones to prepare a draft Cleanup Action Plan (dCAP) for the Site. Ecology believes the actions required by this Order are in the public interest.

## 2. Jurisdiction

This Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.050(1). This Order also satisfies the requirements of WAC 173-303-646 through -64630.

## 3. 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. Stella-Jones agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter Stella-Jones's responsibility under this Order. Stella-Jones 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.

## 4. Definitions

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

### 4.1 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

- 4.2 Area of Concern (AOC)**  
Refers to any area of the Facility where a release of dangerous constituents (including dangerous waste and hazardous substances) has occurred, is occurring, is suspected to have occurred, or threatens to occur.
- 4.3 Cleanup Action Plan (CAP)**  
Refers to the document issued by Ecology under WAC 173-340-380 that selects Facility-specific corrective measures and specifies cleanup standards (cleanup levels, points of compliance, and other requirements for the corrective measures).
- 4.4 Cleanup Standards**  
Refers to the standards promulgated under RCW 70A.305.030(2)(e) and include (1) hazardous substance concentrations (cleanup levels) that protect human health and the environment, (2) the location at the Facility where those cleanup levels must be attained (points of compliance), and (3) additional regulatory requirements that apply to a cleanup because of the type of action and/or the location of the Facility.
- 4.5 Corrective Action**  
Refers to any activities including investigations, studies, characterizations, and corrective measures, including actions taken pursuant to RCW 70A.305 and WAC 173-340, undertaken in whole or in part to fulfill the requirements of WAC 173-303-64620.
- 4.6 Corrective Measure**  
Refers to any measure or action to control, prevent, or mitigate release(s) and/or potential release(s) of dangerous constituents (including dangerous waste and hazardous substances) reviewed and approved by Ecology for the Facility and set forth in a Facility-specific CAP prepared in compliance with the requirements of WAC 173-340, including WAC 173-340-360. Corrective measures may include interim actions as defined by WAC 173-340. Interim actions will not necessarily be set forth in a Facility-specific CAP.
- 4.7 Dangerous Constituent or Dangerous Waste Constituent**  
Refers to any constituent identified in WAC 173-303-9905 or 40 C.F.R. part 264, appendix IX; any constituent that caused a waste to be listed or designated as dangerous under the provisions of WAC 173-303; and any constituent defined as a hazardous substance under RCW 70A.305.020(13).

#### 4.8 Dangerous Waste

Refers to any solid waste designated in WAC 173-303-070 through -100 as dangerous or extremely hazardous or mixed waste. Dangerous wastes are considered hazardous substances under RCW 70A.305.020(13).

#### 4.9 Dangerous Waste Management Facility

Used interchangeably in this document with the term “Facility.”

#### 4.10 Dangerous Waste Management Unit (DWMU)

Refers to a contiguous area of land on or in which dangerous waste is placed, or the largest area in which there is a significant likelihood of mixing dangerous waste constituents in the same area, as defined in WAC 173-303-040.

#### 4.11 Facility

Refers to the DWMU controlled by Stella-Jones located at 6520 188th Street NE, Arlington, Washington; all property contiguous to the DWMU also controlled by Stella-Jones; and all property, regardless of control, affected by release(s) or threatened release(s) of hazardous substances, including dangerous wastes and dangerous constituents, at and from these areas. “Facility” also includes the definition found in RCW 70A.305.020(8).

#### 4.12 Feasibility Study (FS)

Refers to the investigation and evaluation of potential corrective measures performed in accordance with the FS requirements of WAC 173-340-350 and the RI/FS Scope of Work attached to this Order, which includes the substantive requirements for a Resource Conservation and Recovery Act Corrective Measures Study, and which is undertaken in whole or in part to fulfill the corrective action requirements of WAC 173-303-64620.

#### 4.13 Parties

Refers to the State of Washington, Department of Ecology and Stella-Jones.

#### 4.14 Potentially Liable Persons (PLP(s))

Refers to Stella-Jones and J.H. Baxter & Co. (Baxter)

#### 4.15 Permit or Permitting Requirement

Unless otherwise specified, refers to the requirements of WAC 173-303 for applying for, obtaining, maintaining, modifying, and terminating Dangerous Waste Management Facility permits.

#### 4.16 RCRA

Refers to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901–6992k.

#### 4.17 RCRA Facility Assessment (RFA)

Refers to the United States Environmental Protection Agency (EPA) conducted investigation of release(s) and potential release(s) at the Dangerous Waste Management Facility and the information contained in the report entitled Final Source Area Investigation and Study, October 2021. This Report is incorporated into this Order by this reference as if fully set forth herein.

#### 4.18 Release

Refers to any intentional or unintentional spilling, leaking, pouring, emitting, emptying, discharging, injecting, pumping, escaping, leaching, dumping, or disposing of dangerous waste or dangerous constituents into the environment. It also includes the abandonment or discarding of barrels, containers, and other receptacles containing dangerous waste or dangerous constituents, and includes the definition of “release” in RCW 70A.305.020(32).

#### 4.19 Remedial Investigation (RI)

Refers to a facility-wide investigation and characterization performed in accordance with the requirements of WAC 173-340 and the RI/FS Scope of Work attached to this Order, which includes the substantive requirements for a RCRA facility investigation, undertaken in whole or in part to fulfill the corrective action requirements of WAC 173-303-64620.

#### 4.20 Solid Waste Management Unit (SWMU)

Refers to any discernible location at the Dangerous Waste Management Facility where solid wastes have been placed at any time, irrespective of whether the location was intended for the management of solid or dangerous waste. Such locations include any area at the Dangerous Waste Management Facility at which solid wastes, including spills, have been routinely and systematically released, and include regulated units as defined by WAC 173-303.

## 5. Findings of Fact

Ecology makes the following findings of fact, without any express or implied admissions of such facts by Stella-Jones:

### 5.1

Stella-Jones is the current owner, as of December 31, 2024, and has been the operator of the Dangerous Waste Management Facility since on or about February 2007. Previously, the Site was owned and operated by Ted Butcher, Inc. from 1960 to 1971, and owned by Baxter from 1971 to December 31, 2024 and operated by Baxter from 1971 to February 2007.

## 5.2

Stella-Jones owned or operated the JH Baxter Facility as a Dangerous Waste Management Facility on or after November 19, 1980, the date which subjects facilities to RCRA permitting requirements, including interim status requirements pursuant to RCRA, 42 U.S.C. § 6925, and implementing regulations thereunder, and including authorized state regulations promulgated in WAC 173-303.

## 5.3

The Facility became subject to corrective action through Baxter's operation of a pole treatment unit that used dangerous waste and had associated spills of dangerous waste.

## 5.4

The facility's previous operator/owner Baxter was issued identification number WAD053823019 by EPA for the Facility.

## 5.5

Baxter owned and operated the wood treating facility at the Site from 1971 to February 2007, at which time Stella-Jones purchased the operations and leased the property. The facility was previously operated as a pole treatment plant by Ted Butcher, Inc. from 1960 until 1970. Prior to that time, the land was used for agriculture. The facility includes Snohomish County parcels 31052200100300 and 31052200100301, which cover 38.64 acres in Arlington, Washington per Snohomish County property records.

## 5.6

The parcel referred to as the Northwest Parcel has been impacted by the Site contaminants of concern via the groundwater pathway. The Northwest Parcel is part of the Site and cleanup and is included in the Agreed Order. The Northwest Parcel is located west of the treated utility pole storage area and includes Snohomish County parcels 31052200100500 and 31052200102600, currently owned by 188<sup>th</sup> LLC, which cover 4.62 acres per Snohomish County property records. There is no known or documented historical industrial use of the parcel.

## 5.7

Baxter used creosote as well as Pentachlorophenol (PCP) to preserve utility poles until around 1990. The northern portion of the Site is the location of the main wood treatment area and the treated utility pole storage area. West of the main treatment area is a closed landfill that was used historically as a gravel pit and subsequently by Baxter to contain wood shavings from log peeling operations. This former wood waste landfill is located on a 5.83-acre parcel of land adjacent to the

Site (Snohomish County parcel 31052200100600). The wood waste landfill was closed in 1991. The closed wood waste landfill is currently owned by Jeffrey and Erika Lervick and has a separate Facility Site ID (100002960) and Cleanup Site ID (17109).

#### 5.8

Spills of PCP occurred at the Site in 1981, 1989, and 1990. The reported volumes of PCP spilled were 1,400, 200, and 2,000, gallons for those years, respectively.

#### 5.9

Baxter submitted a Dioxin and Furan Study on April 6, 1998 as required by their NPDES permit. Eight separate stormwater samples from two storm events and two samples of the pentachlorophenol treating solution were analyzed for the study. High levels of dioxins and furans were found in each sample. The stormwater also contained pentachlorophenol. The detected concentrations of pentachlorophenol in stormwater in 1998 ranged from 26 to 13,568 ppb (in terms of toxic equivalency).

#### 5.10

In April 2001, Baxter and the EPA signed a RCRA Administrative Order on Consent and work began on a Site Investigation Work Plan and a drinking water sampling program. Between 2002 and 2004, Baxter performed a site investigation at the Site.

#### 5.11

In 2004, Baxter performed an excavation and post-excavation sampling in two drainage ditches in the northern portion of the Site in the vicinity of the main treatment and treated pole storage areas to address concentrations of PCP detected in the ditches during site investigation sampling.

#### 5.12

In 2008, a pilot enhanced biodegradation recirculation and non-aqueous phase liquid (NAPL) contamination recovery system was brought online at the Site to address the dissolved plume of PCP migrating from the main source area at the Site. The pilot system consisted of a network of seven groundwater extraction wells, all of which were piped and routed to a common discharge at an upgradient infiltration trench.

#### 5.13

In the second half of 2015, the pilot enhanced biodegradation recirculation system was rehabilitated, using four of the seven extraction wells. Also in the second half of 2015, three existing deep groundwater monitoring wells at the Site were

retrofitted as in-situ submerged oxygen curtain (iSOC) infusion wells to add oxygen to the deeper water-bearing zone and facilitate aerobic degradation of contaminants in the dissolved plume area.

#### 5.14

EPA and Baxter began a series of technical discussions in May 2021 to consider additional work to further characterize contamination at the Site and assess additional potential cleanup options. The additional work was anticipated to begin in Spring 2022. However, on February 18, 2022, Baxter informed EPA via letter that they could not comply with EPA's requirements due to financial hardship.

#### 5.15

After Baxter's continued lack of compliance with the RCRA Administrative Order on Consent, in June 2024 Stella-Jones had discussion with EPA to assume the corrective action responsibilities at the Site.

#### 5.16

In October 2024, EPA determined to have Ecology work with Stella-Jones to complete the necessary investigation and select a remedy at the Site.

## 6. Ecology Determinations

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

#### 6.1

Stella-Jones is a person within the meaning of RCW 70A.305.020(24).

#### 6.2

Stella-Jones is the owner and operator of a Dangerous Waste Management Facility that has operated, is operating, or should have been operating under interim status or a final facility permit, subject to RCRA, 42 U.S.C. §§ 6924 and 6925, and regulations promulgated thereunder, including authorized state regulations in WAC 173-303. Stella-Jones is also an "owner or operator" as defined in RCW 70A.305.020(22) of a "facility" as defined in RCW 70A.305.020(8).

#### 6.3

Certain waste and constituents found at the Facility are dangerous wastes and/or dangerous constituents as defined by WAC 173-303 and in Section IV (Definitions) of this Order.

#### 6.4

These dangerous wastes and dangerous constituents are considered hazardous substances within the meaning of RCW 70A.305.020(13).

#### 6.5

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

#### 6.6

Based upon credible evidence, Ecology issued a PLP status letter to Stella-Jones dated December 17, 2024, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, and reviewing Stella-Jones’ January 14, 2025 response and comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Stella-Jones is a PLP under RCW 70A.305.040 and notified Stella-Jones of this determination by letter dated January 22, 2025.

#### 6.7

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.

## 7. Work to be Performed

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

#### 7.1

Stella-Jones shall prepare a Draft Conceptual Site Model, compiling existing data (collected by Baxter and EPA) to evaluate data gaps. The Draft Conceptual Site Model will inform the scope and content of a DRAFT RI Work Plan, to be prepared and submitted. Upon approval of a Final RI Work Plan, Stella-Jones shall conduct and complete a Remedial Investigation and Feasibility Study (RI/FS) in conformance with WAC 173-340 to investigate the nature and extent of soil and ground water contamination at the Site, identify remedial alternatives, and select the most appropriate remedial alternative based on the criteria in WAC 173-340.

## 7.2

If Stella-Jones 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, Stella-Jones, within seven (7) days of learning of the change in condition, shall 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.

## 7.3

Stella-Jones shall prepare an Agency Review DCAP in accordance with WAC 173-340-380 that provides a proposed remedial action to address the contamination present on the upland portion of the Site. The DCAP shall include a general description of the proposed remedial actions, 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.

## 7.4

Stella-Jones shall be responsible for complying with the State Environmental Policy Act (SEPA) Rules, including preparing and submitting an environmental checklist. The SEPA checklist will be provided to Ecology for review as a requirement of this AO.

## 7.5

Stella-Jones shall submit to Ecology written monthly Progress Reports that describe the actions taken during the previous month to implement the requirements of this Order. All Progress Reports shall be submitted by the fifteenth (15th) day of the following 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.

## 7.6 Financial Assurance

### 7.6.1

Financial assurance for corrective action is required by WAC 173-303-64620. Ecology's Financial Assurance Officer shall determine when Stella-Jones' actions and submissions meet the requirements of WAC 173-303-64620.

### 7.6.2

Ecology's Financial Assurance Officer is:

Joanna Seymour  
Washington State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Phone: 360-485-5992  
Fax: 360-407-6715  
Email: joar461@ecy.wa.gov.

## 7.7

### 7.7.1

In consultation with Stella-Jones, Ecology will prepare the Environmental (Restrictive) Covenants consistent with WAC 173-340-440, RCW 64.70, and any policies or procedures specified by Ecology. The Environmental (Restrictive) Covenants shall restrict future activities and uses of the Site as agreed to by Ecology and Stella-Jones.

### 7.7.2

After approval by Ecology, Stella-Jones shall record the Environmental (Restrictive) Covenant for affected properties it owns with the office of the Snohomish County Auditor as detailed in the Schedule (Exhibit C). Stella-Jones shall provide Ecology with the original recorded Environmental (Restrictive) Covenants within thirty (30) days of the recording date.

### 7.7.3

As detailed in the Cleanup Action Plan, as part of the remedial action for the Site, institutional controls may be required on properties not owned by Stella-Jones. Stella-Jones will ensure that the owner of each affected property records an Ecology-approved Environmental (Restrictive) Covenant as detailed in the Schedule (Exhibit C). Upon showing that Stella-Jones has made a good faith effort to secure an Environmental (Restrictive) Covenant for an affected property and failed to do so, Ecology may provide assistance to Stella-Jones. Stella-Jones shall provide Ecology with the original recorded Environmental (Restrictive) Covenants within thirty (30) days of the recording date.

## 7.8

All plans or other deliverables submitted by Stella-Jones for Ecology's review and approval under the Scope of Work and Schedule (Exhibit C) shall, upon Ecology's approval, become integral and enforceable parts of this Order. Stella-Jones shall take any action required by such deliverable.

## 7.9

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. Any Party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, Stella-Jones 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). The Stella-Jones shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and Stella-Jones is 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 itself.

Any Party may propose an additional interim action under this Order. If the Parties are in agreement concerning the additional interim action, Stella-Jones 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). The Stella-Jones shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and Stella-Jones is required to conduct the interim action in accordance with the approved Interim Action Work Plan. Ecology reserves its authority to require additional interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action(s) itself.

## 7.10

If Ecology determines that Stella-Jones has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Stella-Jones, perform any or all portions of the remedial action or at Ecology's discretion allow the Stella-Jones opportunity to correct. In an emergency, Ecology is not required to provide notice to Stella-Jones, or an opportunity for dispute resolution. Stella-Jones shall reimburse Ecology for the costs of doing such

work in accordance with Section 8.1 (Payment of Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section 10 (Enforcement).

#### 7.11

Except where necessary to abate an emergency situation or where required by law, the Stella-Jones 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 8.11 (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, Stella-Jones 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.

## 8. Terms and Conditions

### 8.1 Payment of Remedial Action Costs

Stella-Jones 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). For all Ecology costs incurred, Stella-Jones 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.

### 8.2 Designated Project Coordinators

The project coordinator for Ecology is:

Paul Bianco  
15700 Dayton Ave. N  
Shoreline, WA 98133-9716  
425-466-5161  
paul.bianco@ecy.wa.gov

The project coordinator for Stella-Jones is:

Gina DeJulio, Plant Manager  
6520 188<sup>th</sup> St NE  
Arlington, WA 98223  
253-412-3497  
GDeJulio@stella-jones.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 Stella-Jones, 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.

### 8.3 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.

Stella-Jones 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.

#### 8.4 Access

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that Stella-Jones 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 Stella-Jones'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 Stella-Jones. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Stella-Jones 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.

Stella-Jones shall make best efforts to secure access rights for those properties within the Site not owned or controlled by Stella-Jones 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 Stella-Jones 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 90 days after the effective date of this Order, Stella-Jones is unable to accomplish what is required through "best efforts," they shall notify Ecology, and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist Stella-Jones, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from Stella-Jones 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.

## 8.5 Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, Stella-Jones 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 7 (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, Stella-Jones shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Stella-Jones pursuant to implementation of this Order. Stella-Jones shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Stella-Jones 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 8.4 (Access), Ecology shall notify Stella-Jones 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.

## 8.6 Public Participation

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

### 8.6.1

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.

### 8.6.2

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 Stella-Jones 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 Stella-Jones that do not receive prior Ecology approval, Stella-Jones shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

### 8.6.3

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.

### 8.6.4

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

Arlington Library  
135 N. Washington Ave.  
Arlington, Washington 98223-1422

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 Region Office in Shoreline, Washington.

## 8.7 Access to Information

Stella-Jones 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 Stella-Jones' 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. Stella-Jones 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 Stella-Jones may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If Stella-Jones withholds any requested Records based on an assertion of privilege, Stella-Jones 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.

## 8.8 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, Stella-Jones 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.

## 8.9 Resolution of Disputes

### 8.9.1

In the event that Stella-Jones elects to invoke dispute resolution Stella-Jones must utilize the procedure set forth below.

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

- 8.9.1.2 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; Stella-Jones' position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.
- 8.9.1.3 Stella-Jones may then request regional management review of the dispute. Stella-Jones must submit this request (Formal Dispute Notice) in writing to the Northwest Region Hazardous Waste and Toxics Reduction 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; Stella-Jones' position with respect to the dispute; and the information relied upon to support its position.
- 8.9.1.4 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.

## 8.9.2

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.

## 8.9.3

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.

## 8.9.4

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 7.1 (Work to be Performed) or initiating enforcement under Section 10 (Enforcement).

## 8.10 Extension of Schedule

### 8.10.1

Ecology shall grant request for an extension of schedule by Stella-Jones 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:

8.10.1.1 The deadline that is sought to be extended.

8.10.1.2 The length of the extension sought.

8.10.1.3 The reason(s) for the extension.

8.10.1.4 Any related deadline or schedule that would be affected if the extension were granted.

### 8.10.2

The burden shall be on Stella-Jones 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:

8.10.2.1 Circumstances beyond the reasonable control and despite the due diligence of Stella-Jones 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 Stella-Jones.

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

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

8.10.2.4 Endangerment as described in Section 8.12 (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 Stella-Jones.

#### 8.10.3

Ecology shall act upon any Stella-Jones' written request for extension in a timely fashion. Ecology shall give Stella-Jones 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 8.11 (Amendment of Order) when a schedule extension is granted.

#### 8.10.4

At Stella-Jones' 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:

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

8.10.4.2 Other circumstances deemed exceptional or extraordinary by Ecology.

8.10.4.3 Endangerment as described in Section 8.12 (Endangerment).

### 8.11 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 8.13 (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 Stella-Jones. 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, Stella-Jones 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 8.9 (Resolution of Disputes).

#### 8.12 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 Stella-Jones to cease such activities for such period of time as it deems necessary to abate the danger. Stella-Jones shall immediately comply with such direction.

In the event Stella-Jones 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, Stella-Jones may cease such activities. Stella-Jones 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, Stella-Jones shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Stella-Jones's cessation of activities, it may direct Stella-Jones to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, Stella-Jones'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 8.10 (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.

#### 8.13 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 Stella-Jones to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Stella-Jones regarding remedial actions required by this Order, provided Stella-Jones 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, Stella-Jones does not admit to any liability for the Site. Although Stella-Jones is committing to conducting the work required by this Order under the terms of this Order, Stella-Jones 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.

#### 8.14 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 Stella-Jones 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 Stella-Jones's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, Stella-Jones 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, Stella-Jones shall notify Ecology of said transfer. Upon transfer of any interest, Stella-Jones 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.

#### 8.15 Compliance with Applicable Laws

##### 8.15.1 **Applicable Laws**

All actions carried out by Stella-Jones 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. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Order. Stella-Jones 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 Stella-Jones, Ecology will document in writing if

they are applicable to actions carried out pursuant to this Order, and Stella-Jones must implement those requirements.

**8.15.2 Relevant and Appropriate Requirements.**

All actions carried out by Stella-Jones pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Order. If additional relevant and appropriate requirements are identified by Ecology or Stella-Jones, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order and Stella-Jones must implement those requirements.

**8.15.3**

Pursuant to RCW 70A.305.090(1), Stella-Jones 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, Stella-Jones 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.

**8.15.4**

Stella-Jones 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 Stella-Jones 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 Stella-Jones shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Stella-Jones 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 Stella-Jones and on how Stella-Jones must meet those

requirements. Ecology shall inform Stella-Jones in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Stella-Jones 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 Stella-Jones 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.

#### **8.16 Indemnification**

Stella-Jones 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 Stella-Jones, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Stella-Jones 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.

### **9. Satisfaction of Order**

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

### **10. Enforcement**

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

#### **10.1**

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

10.2

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.

10.3

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

10.3.1

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

10.3.2

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

10.4


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:

April 1, 2026

STELLA-JONES CORPORATION

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

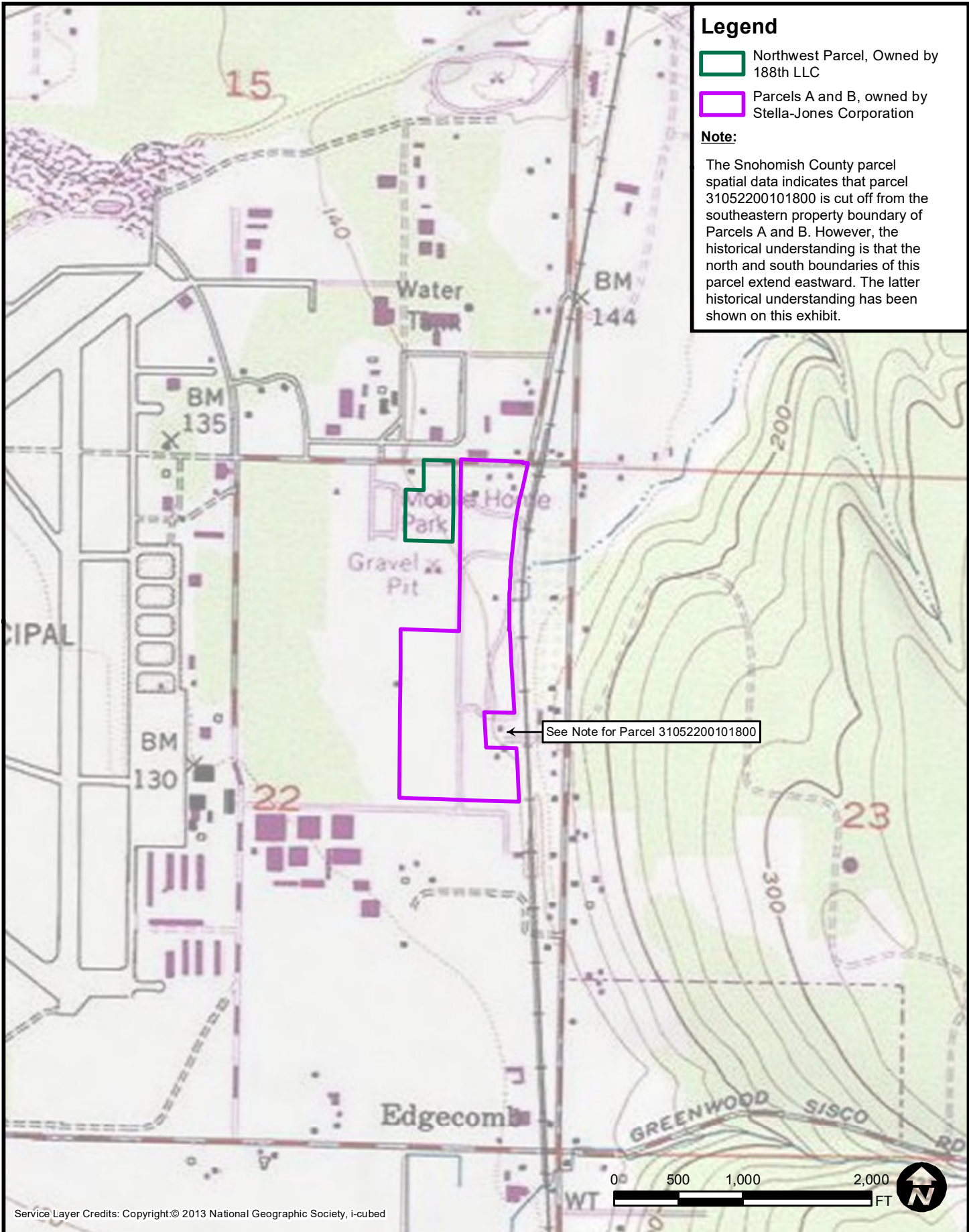


Patrick Stark  
Vice-President, Environment,  
Health and Safety  
Stella-Jones Corporation  
1000 Cliff Mine Road, Suite 500  
Pittsburgh, PA 15275  
412-894-2870 x6970

Christa Colouzis  
Section Manager  
Hazardous Waste and Toxics Reduction  
Program  
Northwest Region Office  
425-324-1850

- Legend**
- Northwest Parcel, Owned by 188th LLC
  - Parcels A and B, owned by Stella-Jones Corporation

**Note:**  
 The Snohomish County parcel spatial data indicates that parcel 31052200101800 is cut off from the southeastern property boundary of Parcels A and B. However, the historical understanding is that the north and south boundaries of this parcel extend eastward. The latter historical understanding has been shown on this exhibit.



Reviewed By: C. Parker

Service Layer Credits: Copyright © 2013 National Geographic Society, i-cubed



**STELLA-JONES CORPORATION**  
 6520 188TH STREET NE  
 ARLINGTON, WA 98223

Site Location Diagram

EXHIBIT A

## **EXHIBIT B – Corrective Action Scope of Work**

### **PURPOSE**

The work under this Agreed Order (AO) involves preparation of a Remedial Investigation (RI) Work Plan, conducting a RI, preparation of a 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.

Stella-Jones Corporation (Stella-Jones) shall coordinate with Ecology throughout the development of any Work Plans, RI, FS, and DCAP and shall keep Ecology informed of changes to project plans, and of any issues or problems as they develop as required by the AO.

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

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

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

Stella-Jones 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 be informed by a Draft Conceptual Site Model, compiling existing data and evaluating data gaps, and 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 Draft 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.

As part of the project background, existing environmental data site soil, groundwater, surface water, and sediments will be compiled within a Draft Conceptual Site Model and evaluated for data gaps. The data gaps will be used as the basis for preparation of the DRAFT RI Work Plan and 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. Stella-Jones will also submit a copy of the Health and Safety Plan (HSP) 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

---

<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>

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.

Stella-Jones 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 Stella-Jones must enter the data within 30 days of submittal.

- 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;
- Developing a conceptual site model for the Site, including evaluation of all potential pathways and potential receptors that exist for contaminants of concern at the Site;
- Defining the nature and extent of contamination based on screening levels protective of all receptors at and down gradient of the Site.

The Work Plan shall not be implemented until approved by Ecology. Once approved by Ecology, Stella-Jones will implement the RI Work Plan according to this Exhibit's schedule.

Stella-Jones shall coordinate with Ecology throughout the development of the RI and DCAP (as appropriate) and shall keep Ecology informed of changes to the RI Work Plan and other project plans and of issues and problems as they develop.

Stella-Jones shall prepare an Agency Review Draft RI Work Plan and submit them, to Ecology for review and comment. After incorporating Ecology's comments on the Agency Review Draft RI Work Plan and after Ecology approval, Stella-Jones 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 AND RI REPORT**

Stella-Jones shall conduct an RI that meets the requirements of WAC 173-340-350 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, 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.

Stella-Jones 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.

Prior to submittal of the Agency Review Draft RI Report, a Key Project Meeting (RI Pre-Report Check-In Meeting) will be held. During the RI Pre-Report Check-In Meeting, Ecology and Stella-Jones will review available data and an updated conceptual site model and discuss the content and organization of the Draft RI Report.

Stella-Jones 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, Stella-Jones 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.

If the data collected during this investigation is insufficient to define the nature and extent of contamination, and/or to select a cleanup action plan an additional phase of investigation shall be conducted to define the extent of contamination.

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

The following remedial actions may be implemented prior to completion of the RI/FS, including those 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; or
- are needed to provide for completion of the RI/FS or design of the cleanup action.

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

If required by Ecology, or if proposed by Stella-Jones and approved by Ecology, Stella-Jones will implement an interim action. Based upon information in the 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 the interim actions may include, but not be limited to, typical source control or containment elements such as:

- Soil or sediment removal
- Groundwater remediation
- Free product remediation or removal
- Installation of best management practices

If an interim action is to be performed, Stella-Jones 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;
- SAP/QAPP;
- Permits required.

Stella-Jones will also submit a copy of the HSP for the project. Stella-Jones will be responsible for complying with the State Environmental Policy Act (SEPA) Rules, 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.

Stella-Jones shall prepare two (2) copies of the Agency Review Draft Interim Action Work Plan and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and approval. Stella-Jones shall incorporate Ecology's comments and then prepare two (2) copies of the Public Review Draft IAWP and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, 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. Stella-Jones shall prepare two (2) copies of the Final Interim Action Work Plan submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

Once Ecology approves the IAWP, Stella-Jones will implement the interim action according to the schedule contained in the IAWP.

Upon successful completion of the work, Stella-Jones will prepare an Agency Review Draft Interim Action Report as a separate deliverable. Stella-Jones shall prepare two (2) copies of the Agency Review Draft Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and approval. After incorporating Ecology's comments on the Agency Review Draft Interim Action Report and after Ecology approval of a revised Report, Stella-Jones shall prepare two (2) copies of the Final Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology. Electronic GIS and AutoCAD files shall also be provided for all Final Reports.

#### **TASK 4. FEASIBILITY STUDY**

Stella-Jones shall use the information obtained in the RI to prepare an Agency Review Draft Feasibility Study (FS) that meets the applicable requirements of WAC 173-340-351 according to the schedule in this Exhibit.

The Agency Review Draft 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 FS must include a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350. The remedial alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360, 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 will be provided, and the recommended remedial alternative further developed, in the FS Report.

Stella-Jones shall prepare one (1) copy of the Agency Review Draft FS sections and submit, including one electronic copy in Word (.doc) and Adobe (.pdf) formats, to Ecology for review. After incorporating Ecology's comments on the Agency Review Draft FS sections, Stella-Jones shall prepare five (5) hard copies of the Public Review Draft FS and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment. The FS will not be considered Final until after a public review and comment period.

#### **TASK 5. SEPA COMPLIANCE**

Stella-Jones 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 Stella-Jones preparing and submitting a draft and final environmental checklist. The SEPA checklist will be provided to Ecology for review as a requirement of this AO

If, after completion of the DCAP, additional remedial actions are necessary that require permits and which trigger an additional SEPA review, and additional SEPA checklist will be completed as required by the permitting agency.

If the result of the threshold determination is a determination of significance (DS), Stella-Jones may be responsible for the preparation of an agency review draft environmental impact statements. Stella-Jones 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**

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

Stella-Jones shall support Ecology in presenting the Public Review RI Report, Public Review FS Report, Public Review DCAP, and SEPA evaluations at a public meeting if such a meeting takes place. Stella-Jones 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 and FS Reports, and 2) the DCAP and SEPA evaluation. After each public comment period is completed, Stella-Jones shall prepare an Agency Review Draft Responsiveness Summary that addresses public comments. Stella-Jones 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, Stella-Jones shall prepare five (5) hard copies of the Final Responsiveness Summary and final technical documents (RI Report and 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. DRAFT CLEANUP ACTION PLAN**

Upon Ecology approval of the Public Review Draft RI Report and Public Review Draft FS Report, 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.

Stella-Jones 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.

Stella-Jones 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, Stella-Jones 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. MONTHLY PROGRESS REPORTS**

As required by the AO, Stella-Jones shall submit Progress Reports on a monthly basis to Ecology electronically; this submittal frequency may be revised in accordance with Section 7.3 of the AO. Progress Reports will be submitted to the Ecology project coordinator every month by the 15th of the month following the reporting period. If this day is a weekend or holiday, Progress Reports will be submitted to Ecology on the next business day. At a minimum, Progress Reports will contain the following information regarding the preceding reporting period:

- A list of site activities that have taken place during the month.
- Summaries of sampling and testing reports and other data reports received by Stella-Jones.
- Detailed descriptions of any deviation from required tasks not otherwise documented.
- Description of all deviations from the Scope of Work and Schedule during the month and any planned or necessary deviations in the upcoming month.
- For deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.
- Summaries of solutions developed and implemented or planned to address any actual or anticipated problems or delays.
- Summaries of contacts with representatives of the local community, public interest groups, press, and federal, state, or tribal governments
- Changes in key personnel.
- A description of work planned for the next reporting period, including a list of deliverables for the upcoming month.

## Exhibit C – Corrective Action Schedule

PURPOSE	DUE DATE
Draft Conceptual Site Model (Draft CSM)	No later than 90 days after Agreed Order Effective Date
Submit Draft CSM	No later than 45 days after resolution of Ecology comments on Draft CSM
Draft Remedial Investigation (RI) Work Plan	No later than 90 days after approval of Draft CSM
Submit Final RI Work Plan	No later than 45 days after resolution of Ecology comments on Draft RI Work Plan
Submit Draft Health & Safety Plan (HSP)	No later than 90 days after approval of Draft CSM
Submit Final HSP	No later than 45 days after resolution of Ecology comments on Draft RI Work Plan
Submit Draft Sampling & Analysis Plan (SAP)	No later than 90 days after approval of Draft CSM
Submit Final SAP	No later than 45 days after resolution of Ecology comments on Draft RI Work Plan
Submit Draft Quality Assurance Project Plan (QAPP)	No later than 90 days after approval of Draft CSM
Submit Final QAPP	No later than 45 days after resolution of Ecology comments on Draft RI Work Plan
Implement RI Work Activities	No later than 120 days after approval of Final RI Work Plan, Final HSP, Final SAP, and Final QAPP
Submit Draft Remedial Investigation (RI) Report	No later than 120 days after completion of RI Work Activities
Submit Final RI Report	No later than 60 days after resolution of Ecology comments on Draft RI Report
Submit Draft Feasibility Study (FS) Report	No later than 120 days after approval of Final RI Report
Submit Final FS Report	No later than 60 days after resolution of Ecology comments on DRAFT FS Report
Submit Draft Cleanup Action Plan (DCAP)	No later than 120 days after approval of Final FS Report
Submit Draft State Environmental Policy Act (SEPA) Checklist	No later than 90 days after approval of Final FS Report
Submit Final Cleanup Action Plan (CAP)	No later than 45 days after resolution of Ecology comments on DCAP

Submit Final SEPA Checklist	No later than 30 days after resolution of Ecology comments on Draft SEPA Checklist
-----------------------------	--