

HONORABLE WILLIAM DWYER

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

STATE OF WASHINGTON DEPARTMENT
OF ECOLOGY,

Plaintiff,

v.

LEWIS COUNTY, CITY OF CENTRALIA,
CITY OF CHEHALIS, CITY OF MORTON,
CITY OF MOSSYROCK, TOWN OF PE ELL,
CITY OF VADER,

Defendants.

No. C91-5100 (T) WD

STIPULATED AMENDMENT
TO INTERIM ACTION CONSENT DECREE

INTRODUCTION

A. This is a Stipulated Amendment ("Amendment") to the final Consent Decree entered on July 8, 1991 ("First Consent Decree" or "Interim Action Consent Decree"). In entering into this Amendment, the mutual objective of the Washington State Department of Ecology ("Ecology"), and defendants Lewis County, the City of Centralia, the City of Chehalis, the City of Morton, the City of Mossyrock, the Town of Pe Ell, and the City of Vader (hereafter referred to collectively as "the Centralia Landfill Closure Group" or "the CLCG") is to provide for an additional interim action at the Centralia Landfill ("Landfill").

STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 1

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1 B. The Interim Action Consent Decree entered in this matter provided for an interim
2 action that involved installing a temporary geomembrane cover over a portion of the active Landfill
3 area that had achieved final grade; installing a leachate seep collection system; installing landfill gas
4 control facilities; monitoring surface water discharges from the Landfill; and installing a fence around
5 the majority of the Landfill (the "First Interim Action").

6 C. A second Consent Decree for a Remedial Investigation/Feasibility Study at the
7 Centralia Landfill was entered in this matter on March 17, 1993 ("Second Consent Decree" or "RI/FS
8 Consent Decree"), requiring the CLCG to conduct a remedial investigation/feasibility study ("RI/FS")
9 and requiring Ecology to issue a Cleanup Action Plan for the Site.

10 D. The interim action proposed by this Amendment (the "Second Interim Action") would
11 involve removal of the temporary geomembrane cover and installation of a permanent cover system
12 over the entire active area of the Landfill as defined in Exhibit A.

13 E. The parties agree that the Second Interim Action is technically necessary to reduce a
14 threat to human health or the environment by substantially reducing surface water infiltration into the
15 active Landfill area, thereby reducing leachate generation.

16 F. The permanent cover system to be installed under the Second Interim Action will
17 comprise the final cover component of the cleanup action for the Site.

18 G. The Second Interim Action will not delay implementation of other components of the
19 final cleanup for the Site, nor will it foreclose consideration of reasonable alternatives in the RI/FS for
20 other components of the cleanup action at the Site.

21 H. Section XV, Paragraph A of the Interim Action Consent Decree specifically provides
22 that it may be amended by a written stipulation of all parties thereto that is entered by this Court.

23 I. By signing this Amendment, the parties agree to its entry and agree to be bound by its
24 terms.

25 J. By signing this Amendment, the parties do not intend to discharge non-settling parties
26 from any liability they may have with respect to matters alleged in the complaint.

STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 2

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1 K. This Amendment shall not be construed as proof of liability or responsibility for any
2 releases of hazardous substances or costs for remedial action. Nor shall this Amendment be
3 construed as an admission of any facts; provided, however, that the parties shall not challenge either
4 the standing of Ecology or the jurisdiction of this Court in any proceeding to enforce this
5 Amendment.

6 L. The undersigned representatives of the members of the CLCG, Ecology, and the
7 Office of the Attorney General of Washington hereby certify that they are fully authorized to enter
8 into this Amendment and to execute and legally bind the municipalities and other entities that they
9 represent to comply with this Amendment. The CLCG agrees to undertake all action required by the
10 terms of this Amendment and not to contest the jurisdiction of the State to enforce the terms of this
11 Amendment. No change in the ownership of the Site or in the municipal status of the CLCG
12 members shall alter their responsibilities under this Amendment.

13 M. The parties desire to implement the Second Interim Action as an amendment to the
14 Interim Action Consent Decree rather than negotiate a new Consent Decree.

15 AMENDMENTS

16 The following are the terms of the Stipulated Amendment to the Interim Action Consent
17 Decree.

18 1. All of the provisions, terms, and conditions of the Interim Action Consent Decree
19 remain in effect unless specifically and expressly amended herein.

20 2. The following list of Exhibits shall replace the list set forth at the end of the Table of
21 Contents (page 2):

22 Exhibit A - Site Plan and Legal Description

23 Exhibit B - Scope of Work and Schedule for the First Interim Action

24 Exhibit C - Scope of Work and Schedule for the Second Interim Action

25 3. The following paragraph shall replace Paragraph A in the INTRODUCTION section
26 of the Interim Action Consent Decree (page 2):

STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 3

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1 This Consent Decree is a final Consent Decree superseding the proposed Consent
2 Decree filed in this action on March 5, 1991. In entering into this Consent Decree
3 ("Decree"), the mutual objective of plaintiff, Washington State Department of Ecology
4 ("Ecology"), and defendants Lewis County, the City of Centralia, the City of Chehalis,
5 the City of Morton, the City of Mossyrock, the Town of Pe Ell, and the City of Vader
6 (hereinafter "the Centralia Landfill Closure Group" or "the CLCG") is to provide for
7 interim actions at the Centralia Landfill, as set forth in Section V.

8 4. The following paragraph shall replace Paragraph A in Section III, DEFINITIONS
9 (page 6):

10 A. Site: Those portions of the Centralia Landfill and any other properties where
11 hazardous substances originating from the operation of the Landfill have come
12 to be located. The Site is a "facility" as defined in RCW 70.105D.020(3).
13 Exhibit A of this Consent Decree generally illustrates, without prejudice, the
14 Centralia Landfill property boundary (the "Landfill"), the active Landfill area,
15 the immediate vicinity associated with the Site, and includes a legal description
16 of the Landfill.

17 5. The following paragraph shall replace Paragraph H, Section III, DEFINITIONS
18 (page 7):

19 H. CLCG: Refers to Lewis County, City of Centralia, City of Chehalis, City of
20 Morton, City of Mossyrock, Town of Pe Ell, and City of Vader. These local
21 governments, by interlocal agreement, have formed the Centralia Landfill
22 Closure Group to oversee the remediation of the Centralia Landfill.

23 6. The following paragraph shall replace Paragraph I in Section III, DEFINITIONS
24 (page 7):

25 I. Consent Decree or Decree: Refers to this Consent Decree, any amendments
26 thereto, and each of the exhibits to the Decree. All exhibits are integral and

enforceable parts of this Consent Decree.

7. The following paragraph shall replace Paragraph 2 in Section IV, STATEMENT OF FACTS (page 8):

2. The Landfill has been in operation since 1958. From approximately 1970 to 1978, the Landfill was operated by Harold LeMay Enterprises, a private contractor. At all other times it has been operated by Centralia.

8. The following paragraphs shall replace the paragraph set forth in Section V, WORK TO BE PERFORMED (pages 8-9):

A. Based on the foregoing facts and determinations, the CLCG agrees to perform the interim actions set forth in the scopes of work and schedules attached to this Decree as Exhibits B and C. Exhibit B pertains to the First Interim Action at the Site, which is designed to provide temporary cover and associated engineering controls over a portion of the Landfill to separate clean stormwater from leachate; to inhibit infiltration of rainwater into a portion of the active area, thereby reducing leachate generation in that area; to control landfill gas; and to restrict access to the Landfill. The Second Interim Action, the scope of work and schedule for which are set forth in Exhibit C, will be designed to provide permanent facilities to effectively eliminate infiltration of rainwater into the entire active area of the Landfill, thereby reducing leachate generation from that source; to substantially reduce the potential for direct releases of leachate to surface water; to provide comprehensive landfill gas controls; and to complete access restrictions at the Landfill. The permanent cover to be installed over the active area of the Landfill as part of the Second Interim Action will comprise the final cover component over the active area for the cleanup action at the Site.

1 B. The scopes of work and schedules set forth in Exhibits B and C for the interim
2 actions are designed to protect human health and welfare and the environment
3 from the known or threatened release of hazardous substances or contaminants
4 at, on, or from the Site, where such release or threatened release stems from
5 the operation of the Landfill.

6 9. "Exhibits B and C" shall replace "Exhibit B" in: Paragraph A.2 of Section VI,
7 TERMS AND CONDITIONS OF DECREE (page 9); Paragraph B of Section VI, TERMS AND
8 CONDITIONS OF DECREE (page 9); and Paragraph C of Section XI, PROGRESS REPORTS
9 (page 13).

10 10. The term "interim actions" shall replace "interim action" in: Paragraph D of Section I,
11 JURISDICTION (page 5); Paragraph A.1 of Section VI, TERMS AND CONDITIONS OF
12 DECREE (page 9); Paragraph B of Section VI, TERMS AND CONDITIONS OF DECREE (pages
13 9-10); the paragraph in Section XXII, LIABILITY INSURANCE (page 24); the heading of Section
14 XXIII, IMPLEMENTATION OF INTERIM ACTION (page 25); the paragraph in Section XXIII,
15 IMPLEMENTATION OF INTERIM ACTION (page 25-26); Paragraph C of Section XXIV,
16 PUBLIC PARTICIPATION (page 26); the second to last line of Paragraph D of Section XXIV,
17 PUBLIC PARTICIPATION (page 27); and the paragraph in Section XXV, DURATION OF
18 DECREE (page 27).

19 11. The term "scope of work" shall replace "work plan" in Paragraph J of Section III,
20 DEFINITIONS (page 7).

21 12. "Landfill" shall replace "Site" in: Paragraph D of Section I, JURISDICTION (page 5)
22 line 6; Paragraphs 1 and 3 of Section IV, STATEMENT OF FACTS (page 8); and the first paragraph
23 in Section XIII, TRANSFER OF INTEREST IN PROPERTY (page 15).

24 13. The term "scopes" shall replace "scope" in Paragraph A.2 of Section VI, TERMS
25 AND CONDITIONS OF DECREE (page 9).

14. The term "are" shall replace "is" on the second line (line 24) of Paragraph B of Section VI, TERMS AND CONDITIONS OF DECREE (page 9).

15. The designated project coordinator for the CLCG specified in Section VII, DESIGNATED PROJECT COORDINATORS (page 10) is changed to:

Richard Southworth
Centralia Landfill Closure Group
P.O. Box 609
Centralia, WA 98531
Phone: (206) 736-8284

16. The following paragraphs shall replace the first paragraph set forth in Section X, SAMPLING, DATA REPORTING, AND AVAILABILITY (page 12):

Both Ecology and the CLCG shall conduct all sampling and analysis for the First Interim Action in a manner consistent with the Surface Water Monitoring and Contingency Plan prepared pursuant to Exhibit B. With respect to the implementation of the First Interim Action, the CLCG shall make the results of all sampling, laboratory reports, and/or test results generated by it, or on its behalf, and which have been verified pursuant to the Surface Water Monitoring and Contingency Plan, available to Ecology and shall submit these results in monthly progress reports submitted in accordance with Section XI of this Decree.

With respect to the implementation of the Second Interim Action, performance monitoring sampling and analysis requirements shall be incorporated into the planning documents (i.e., scope of work, field sampling plan, and quality assurance project plan) prepared by the CLCG pursuant to the RI/FS Consent Decree. Both Ecology and the CLCG shall conduct all sampling and analysis for the Second Interim Action in a manner consistent with these planning documents. The CLCG shall make the results of all sampling, laboratory reports, and/or test results generated by it, or on its behalf, and which have been appropriately verified pursuant to these planning documents, available to Ecology and shall submit these results in monthly progress reports

1 STATE OF WASHINGTON

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3 Date: _____

By: _____

Carol Kraege
CAROL ~~REEDER~~ KRAEGE
Washington Department of Ecology
Program Manager
Toxics Cleanup Program

Acting

6
7 Date: 5/5/94

By: _____

Jerry A. Ackerman
Assistant Attorney General
State of Washington
Office of Attorney General


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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 9

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3 Date: March 14, 1994

4 By: 
5 CESTION L. MCFARLAND
6 Preston Thorgrimson Shidler
7 Gates & Ellis
8 Attorneys for the CLCG Members
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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 10

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1 LEWIS COUNTY

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3 Date:

3-18-94

By:

CARL HEMENWAY

~~Chairman~~ Board of
County Commissioners

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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 11

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1 CITY OF CENTRALIA

2
3 Date: 3-16-94

4 By: Vondean Thompson
5 VONDEAN THOMPSON
6 Mayor

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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 12

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1 CITY OF CHEHALIS

2
3 Date: 3-16-94

4 By: David Campbell
5 DAVID M. CAMPBELL
6 City Manager
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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 13

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1 CITY OF MORTON

2
3 Date: _____

4 By: 
DAYLE CLAYCLAMP
Mayor

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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 14

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SEATTLE, WASHINGTON 98104-7078
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1 CITY OF MOSSYROCK

2
3 Date: _____

4 By: 
5 WILLIAM MARSHALL
6 Mayor

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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 15

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701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7078
TELEPHONE: (206) 623-7580

1 TOWN OF PE ELL

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3 Date: 4/12/94

4 By: Jack Rutledge
JACK RUTLEDGE
Mayor

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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 16

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701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7078
TELEPHONE: (206) 623-7580

1 CITY OF VADER

2
3 Date: 4/11/94

4 By: 

5 Mayor
6 RANDY LAVOLD

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STIPULATED AMENDMENT TO INTERIM
ACTION CONSENT DECREE - 18

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EXHIBIT C

SCOPE OF WORK AND SCHEDULE
FOR
SECOND INTERIM ACTION

INTERIM ACTION AT CENTRALIA LANDFILL
CENTRALIA, WASHINGTON

CENTRALIA LANDFILL CLOSURE GROUP

February 21, 1994

I. INTRODUCTION

The CLCG shall implement a permanent cover system and engineering and institutional controls associated with that cover system at the Centralia Landfill as an interim action under MTCA, Chapter 70.105D RCW, the Water Pollution Control Act, Chapter 90.48 RCW, and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C 9601. The purpose of this project is to design and construct the primary surface containment system to reduce the risk to human health and the environment from the potential exposure to contaminants from the Active Area of the Landfill, as defined in Exhibit A. This project is being undertaken as an interim action for the following reasons:

1. The first interim action conducted pursuant to Exhibit B provided a temporary geomembrane cover and associated leachate seep controls for the portion of the Active Area that had reached final grades. The temporary geomembrane cover was placed over approximately 11 acres of the 45-acre Active Area. A perimeter seep collection system was provided around less than 60 percent of the Active Area. These facilities will not provide long-term protection for human health and the environment. They were intended to address an immediate need to separate leachate from clean surface water and were not intended to provide comprehensive, permanent controls.
2. Installation of a permanent, low-permeability cover system over the entire Active Area at this stage of the remedial process will reduce the quantity of leachate generated in the Landfill prior to issuance of the Cleanup Action Plan (CAP).
3. There is enough information known about the Site and cleanup requirements to warrant implementation of a permanent cover system.
4. This permanent cover system will comprise the final cover component of the cleanup action for the Site. Implementation of this permanent cover system as an interim action will not foreclose consideration of reasonable alternatives in the RI/FS for other components of the cleanup action at the Site.
5. This interim action will expedite cleanup of the site by providing the primary source control measure required by MTCA and CERCLA for landfills, thereby reducing the potential for contaminant release, and establishing a permanent baseline condition from which the RI/FS can be conducted in a focused, streamlined manner.

II. OBJECTIVES

The objectives of the interim action are:

- Prevent the potential for direct contact with refuse within the Active Area
- Reduce leachate generation, thereby reducing the threat of its release from the Active Area to groundwater and surface water
- Control surface water runoff, runoff, and erosion from the Active Area
- Control landfill gas migration from the Active Area
- Control access to protect the integrity of the engineering controls

III. TASKS AND SCHEDULE

The CLCG will undertake each task identified below in accordance with MTCA (including WAC 173-340-430) and all applicable federal, state, and local requirements. The anticipated schedule for conducting these tasks is presented as Attachment 1. The mutual goal of Ecology and the CLCG is to complete substantial construction of the cover system by the end of 1994. To meet this goal, the CLCG has requested that Ecology be an active participant in the design process by attending frequent review meetings (approximately every two weeks). Furthermore, the CLCG expects that Ecology will review and approve, as appropriate, all documents in a timely manner.

Task 1 -- Engineering Report

The CLCG shall prepare an engineering report. This report will consist of the following primary elements:

- A description of the interim action and how it will meet the purpose and general requirements set forth under WAC 173-340-430(1) and (2)
- A description of existing conditions and a summary of available data related to the interim action
- Applicable or relevant and appropriate requirements (ARARs) analysis
- Updated photogrammetric mapping
- A summary of the evaluation of interim action cover system alternatives that was performed to select the proposed interim action cover system

- Engineering analyses and selection of design criteria for grading, low-permeability cover, protection of the cover system from high groundwater and leachate, surface water/erosion control, landfill gas control, and access control
- Plans and sections for grading, final cover, and controls for surface water, leachate, landfill gas, and fencing, as appropriate
- Overviews of anticipated construction quality assurance requirements and post-construction monitoring, operations and maintenance requirements
- Budget-level cost estimate for construction

The CLCG has prepared, as part of this interim action, a technical memorandum presenting the ARARs identified for design of the cover system. Ecology has reviewed and approved this technical memorandum, and the CLCG has prepared a final technical memorandum to reflect Ecology's ARARs determination. This final technical memorandum, entitled ARARs Analysis for the Interim Action Cover System Project (CH2M HILL, October 1993), shall be incorporated into the engineering report.

The CLCG shall prepare a draft engineering report presenting the supporting analyses and results for the information listed above. The CLCG shall submit this report to Ecology for review and approval. Upon receipt of Ecology's review comments, the CLCG shall prepare the final engineering report and shall submit it to Ecology. To facilitate an expedited design schedule, Ecology may participate in five (5) design review meetings held by the CLCG approximately every two weeks during preparation of the engineering report.

Task 2 -- Contract Documents and Construction Observation Plans

The CLCG will prepare technical specifications, drawings, and contract documents necessary to construct the cover system, including grading, surface water/erosion control, low-permeability cover, provisions to protect the cover from high groundwater/leachate, landfill gas control, landscaping, and electrical and instrumentation/control requirements, as appropriate. To facilitate an expedited design schedule, Ecology may participate in five (5) design review meetings held by the CLCG approximately every two weeks during preparation of the contract documents. The CLCG shall prepare an engineer's cost estimate based upon the materials and quantities presented in the plans and specifications. The CLCG shall submit 100 percent complete design drawings and specifications to Ecology for review and approval. Upon receipt of Ecology review comments, the CLCG shall revise the design drawings and specifications to incorporate these comments, update the engineer's cost estimate, and shall produce final contract documents. The CLCG shall advertise and award the cover system construction project to a qualified construction contractor in accordance with state and local requirements.

Upon completion of the contract documents, the CLCG shall prepare a construction quality assurance (CQA) plan. This plan will outline onsite observation requirements, construction documentation procedures, quality control testing requirements, quality assurance documentation, submittal review procedures, field change procedures, and provisions for agency inspections. The CLCG shall submit the draft CQA plan to Ecology for review and approval. Upon receipt of Ecology's comments, the CLCG shall revise the plan to incorporate Ecology's comments and produce a final CQA plan. The CLCG shall submit the final plan to Ecology.

Prior to initiating construction, the CLCG shall prepare a safety and health plan for CLCG oversight services during construction to ensure that human health and the environment are adequately protected, as required for protection monitoring (WAC 173-340-410). The CLCG will submit the draft construction services safety and health plan to Ecology for review and comment, although Ecology does not approve the plan due to liability constraints. The CLCG will incorporate Ecology's comments on the plan as appropriate. However, all governmental agencies and private employers are directly responsible for the safety and health of their own employees and compliance with applicable requirements (WAC 173-340-810(1)).

Task 3 -- Permitting and Easements/Property Acquisition

The CLCG shall obtain permits and acquire property or easements necessary for construction of the cover system. The permits required for the project will be identified as part of the ARARs analysis conducted under Task 1. The CLCG shall prepare permit applications and negotiate construction/permanent easements or property acquisition for access to the Burlington Northern Railroad right-of-way, as necessary. The permits and issuing agencies expected to be applicable for the cover system construction include:

- Environmental Checklist for SEPA Compliance; City of Centralia
- Clean Water Act Section 404 Nationwide Permit(s); Corps of Engineers
- Shoreline Management Substantial Development Permit; City of Centralia
- Notice of Construction; Southwest Air Pollution Control Authority
- Special Use Permit; City of Centralia
- Floodplain Development Permit; City of Centralia
- Building Permit; City of Centralia

Task 4 -- Construction

The CLCG shall procure the services of a qualified construction contractor to purchase materials and implement construction of the interim action final cover system in accordance with the approved drawings and technical specifications. The construction contractor will be responsible for preparing and abiding by its own activity-specific Safety and Health Plan for its employees and subcontractors during construction.

Task 5 -- Construction Engineering Services

The CLCG shall provide engineering services during construction. These services shall include full-time onsite observation in accordance with the CQA Plan; office support services; preparation of an Operations and Maintenance (O&M) Manual; and preparation of an As-Built Report. The O&M Manual will outline inspection, operations, and maintenance procedures to be employed following construction of the cover system to ensure that the integrity of the cover system and associated engineering controls are maintained over time. The As-Built Report will include record drawings, a description of the major elements or facilities, and a statement of opinion by a registered engineer representing the CLCG as to whether the interim action cover system has been constructed in substantial compliance with the plans and specifications. The CLCG shall submit the draft O&M Manual and As-Built Report to Ecology for review and comment. Upon receipt of Ecology comments, the CLCG shall finalize these documents by incorporating Ecology comments. The CLCG shall submit the final O&M Manual and As-Built Report to Ecology.

Task 6 -- Public Participation

The CLCG shall assist Ecology, as requested, with conducting public participation activities for the interim action. The following activities may be included in this task:

- Participate in a public meeting, including providing handouts and presentation materials
- Prepare and/or review fact sheets to be finalized and distributed by Ecology

ATTACHMENT 1

SCHEDULE FOR PERMANENT COVER SYSTEM

The tasks described within Exhibit C of this Consent Decree (CD) will be conducted according to the schedule outlined below. This schedule is based upon the assumption that the documents prepared under Tasks 1, 2, 4, 5 and 6 will not require a public review and comment period. Ecology review periods and approvals are listed, although durations are not specified. The CLCG shall not proceed with construction of the permanent cover system until the required reviews have been completed and approvals have been received from Ecology.

<u>Task Number & Title</u>	<u>Timing</u>
Task 1 -- Engineering Report	
• Submit draft ARARs Technical Memorandum	week of October 11, 1993
• Ecology review and approval	October 26, 1993
• Review meetings (5)	start the week of 10/11/93, approximately every 2 wks thereafter, unless determined otherwise by both parties
• Submit draft Engineering Report	10 wks from receipt of Ecology approval of ARARs
• Ecology review	
• Submit final report	6 wks from receipt of Ecology comments on draft Engineering Report
• Ecology review and approval	
Task 2 -- Contract Documents and Construction Observation Plans	
• Review meetings (5)	approximately every 2 wks starting from receipt of Ecology approval of final Engineering Report, unless determined otherwise by both parties
• Submit 100% drawings & specifications	12 wks from receipt of Ecology approval of final Engineering Report
• Ecology review	
• Submit final drawings & specifications	6 wks from receipt of Ecology comments on 100% review package
• Ecology review and approval	
• Submit draft CQA plan	12 wks from receipt of Ecology approval of final Engineering Report
• Submit final CQA plan	6 wks from receipt of Ecology comments on draft CQA plan
• Ecology review and approval	
• Submit draft construction services SHP	12 wks from submittal of final drawings & specs and CQA Plan
• Ecology review	
• Submit final construction services SHP	3 wks from receipt of Ecology comments on draft plan

Task 3 -- Permitting and Easements/Property Acquisition -- Negotiations for easements or property acquisition and work necessary to obtain permits will be initiated after Ecology approval has been received on the ARARs for the project. This work will be ongoing throughout design and preparation of contract documents in order to meet the goal of obtaining the necessary easements and permits prior to award of the construction contract.