



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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March 6, 2018

Mr. Paul Street
BMC West Corporation
9809 Hammond Drive NE, Suite 500
Atlanta, GA 30328

Re: Acceptance of VCP Application for the following Contaminated Site:

- **Site Name:** Henry Bacon Building Materials
- **Site Address:** 5210 E Lake Sammamish Pkwy SE, Issaquah, WA 98029
- **Cleanup Site ID:** 7791
- **Facility/Site ID:** 8428648
- **VCP Project ID:** NW3149

Dear Mr. Street:

The Department of Ecology (Ecology) has accepted your Voluntary Cleanup Program (VCP) application for the Henry Bacon Building Materials facility (Site). We applaud your initiative and welcome your interest in the VCP. This letter confirms your entry into the VCP and provides important information on how we will manage the VCP Cleanup Project (Project) and the Site.

Agreement

Ecology has completed and signed the VCP Agreement governing the Project on **February 15, 2018**. This is the effective date of the Agreement. **Enclosure A** includes a copy of the Agreement. Please review it carefully.

Identification

Ecology has assigned a unique name and number to the **Site**. We have also assigned a unique number to your **Project** at the Site. You can find this information in the box at the bottom of the first page of the Agreement. When contacting us, please use this information to identify your Project.

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Designated Managers

Please direct communications between Ecology and BMC West Corporation through the designated managers to the maximum extent possible.

- **Ecology**

We have designated the following site manager to respond to your requests:

Chris Maurer
Department of Ecology
Toxic Cleanup Program, Headquarters
300 Desmond Dr SE
Lacey, WA 98504
Phone: (360) 407-7223
E-mail: chris.maurer@ecy.wa.gov

- **BMC West Corporation**

The application designated you, Paul Street, as the project manager for BMC West Corporation. We will therefore respond only to your requests. If someone replaces you as the project manager or your contact information changes, please submit a Change of Contact Form. You can download the Form from our VCP web site:
www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm.

Requests for Written Opinions

In your application, you requested a written opinion on the sufficiency of your Remedial Investigation/Feasibility Study and Remedial Action Report, dated April 13, 2017. Ecology will review the documents you submitted and provide you a written response within about 90 days.

Reporting Requirements

When requesting written opinions on planned or completed remedial actions, please comply with the following reporting requirements:

- **Licensing.** You must submit documents containing geologic, hydrologic, or engineering work under the seal of an appropriately licensed professional, as required by Chapters 18.43 and 18.220 RCW.
- **Data Submittal.** You must submit environmental sampling data in both a printed form and an electronic form capable of being transferred into our Environmental Information Management (EIM) system. For an overview of data submittal requirements, please refer to **Enclosure B**, which includes a copy of Toxics Cleanup Program Policy 840. For instructions on how to submit data, please refer to the following web site:
www.ecy.wa.gov/programs/tcp/data_submittal/data_requirements.htm.

Failure to comply with these requirements may result in unnecessary delays.

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Payment

Ecology will send monthly invoices to the billing contact designated in the Application Form. If someone replaces the billing contact or their contact information changes, please submit a Change of Contact Form. You can find the Form on the VCP web site.

The invoice will include a summary of the costs incurred, payments received, identity of staff involved, and the amount of time spent on the Project during the previous month. Payment is due within thirty days of the invoice date. For more information on the billing system, please refer to the VCP web site.

Contact Information

We are committed to working with you to accomplish the prompt and effective cleanup of the Site. Again, if you have any questions about the VCP or your Project, please contact Chris Maurer at chris.maurer@ecy.wa.gov or (360) 407-7223.

Sincerely,



Barry Rogowski
Headquarters Cleanup Section Manager
Toxics Cleanup Program

BR: tm

Enclosures (2): A – Copy of VCP Agreement
B – Toxics Cleanup Program Policy 840: Data Submittal Requirements

By certified mail: 91 7199 9991 7036 4713 4076

cc: Jon Einarsen, Zipper Geo Associates, LLC
Matt Alexander, Ecology

VCP AGREEMENT

TCP - NWRO



INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page and sign the Agreement on the second page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and BMC West Corporation (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:
5210 East Lake Sammamish Parkway SE, Issaquah, WA, 98029

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold

FOR COMPLETION BY ECOLOGY ONLY	Facility / Site Name:	Henry Bacon Building Materials
	Facility / Site No.:	8428648
	VCP Project No.:	NW3149

any requested opinions and notify the Customer by certified mail that the debt is past due. If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW. The Customer agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and 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.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Customer. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

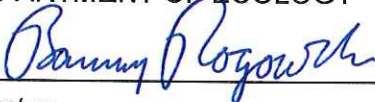
Either party may terminate this Agreement without cause by sending written notice by U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

The undersigned representative of the Customer hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Customer to comply with the Agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Signature

Barry Rogowski


Printed Name

Section Manager, HQ Cleanup
Toxics Cleanup Program _____ Section

Date: 2/15/18

BMC WEST CORPORATION

Name of Customer



Signature

PAUL STREET

Printed Name of Signatory

GENERAL COUNSEL

Title of Signatory

Date: 6-2-17

If you need this document in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.