

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 10

IN THE MATTER OF:)
)
)
)
Portland Harbor Superfund Site Portland,)
Multnomah County, Oregon)
)
Chevron U.S.A. Inc., Kinder Morgan)
Liquids Terminals LLC, McCall Oil and)
Chemical Corporation, Phillips 66)
Company, and Shell Oil Company,)
)
Respondents)
)
)
Proceeding Under Sections 104, 107, and)
122 of the Comprehensive, Environmental)
Response, Compensation, and Liability)
Act, 42 U.S.C. §§ 9604, 9607 and 9622)

CERCLA Docket No. 10-2020-0053

**ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT FOR REMEDIAL DESIGN
AT WILLBRIDGE COVE PROJECT
AREA**

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and Chevron U.S.A. Inc., Kinder Morgan Liquids Terminals LLC, McCall Oil and Chemical Corporation, Phillips 66 Company, and Shell Oil Company (Respondents). This Settlement provides for the performance of 100% Remedial Design of the Willbridge Cove Project Area, the payment by Respondents of certain response costs incurred by the EPA, the Oregon Department of Environmental Quality and the Tribal Governments at or in connection with the Work conducted under this Settlement, related to the selected remedy for the in-river portion of the Portland Harbor Superfund Site (the Site).

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607, and 9622 (CERCLA). This authority was delegated to the EPA Administrator on January 23, 1987 by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14-C (Administrative Actions Through Consent Orders, Jan. 18, 2017) and 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). This authority has been re-delegated by the Region 10, Regional Administrator (Regional Administrator) to the Region 10, Director, Superfund and Emergency Management Division, and Branch Chiefs thereunder by EPA Delegations R10 14-14-C and 14-14-D (April 15, 2019).

3. EPA represents that, in accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the natural resource trustees for the Portland Harbor Site of negotiations with Respondents regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustees to participate in the negotiation of this Settlement consistent with the process agreed to in the 2001 Memorandum of Understanding related to the Site.

4. EPA and Respondents recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement do not constitute an admission of any liability. Respondents do not admit and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections V (Findings of Fact) and VI (Conclusions of Law and Determinations) of this Settlement. Respondents agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

5. This Settlement is binding upon EPA and upon Respondents and their successors, and assigns. Any change in ownership or corporate status of a Respondent including, but not

limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement.

6. EPA contends that Respondents are jointly and severally liable for carrying out all activities required by this Settlement. In the event of the insolvency or other failure of any Respondent to implement the requirements of this Settlement, the remaining Respondents shall complete all such requirements.

7. Each undersigned representative of Respondents certifies that she or he is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Respondents to this Settlement.

8. Respondents shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing any Respondent with respect to the Work, and shall condition all contracts entered into under this Settlement on performance of the Work in conformity with the terms of this Settlement. Respondents or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. STATEMENT OF PURPOSE

9. The purpose of this Settlement is to implement 100% remedial design (RD) at the Willbridge Cove Project Area. The U.S. Environmental Protection Agency (EPA) signed a Record of Decision for the Portland Harbor Superfund Site (Site) on January 3, 2017 (ROD) that selected Remedial Actions (RA) for the in-river portion of the Site from approximately river miles (RMs) 1.9 to 11.8. The ROD provides information about how Site data will influence RD, remedial construction, and future maintenance of remediated areas. The ROD states that the actual technologies assigned during RD will be dependent on a number of characteristics and environmental conditions to ensure that the final constructed remedy is appropriate for area-specific conditions, e.g., Sediment Management Areas (SMAs). The ROD also identifies post-ROD / RD sampling activities that will support and refine the Site's Conceptual Site Model (CSM) to implement RD and RA. Data collected since the ROD as part of the Portland Harbor Pre-Remedial Design Investigation (PDI) and Baseline Sampling Study (AECOM and Geosyntec, 2019) has been approved by EPA and, combined with Site data previously approved by EPA, and data collected for the Willbridge Project Area pursuant to this Settlement, will be used to refine SMAs, select appropriate remedial technologies and identify any uncontrolled sources of recontamination. This Settlement does not include performance of the RA for the Willbridge Project Area.

IV. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed

below are used in this Settlement or its attached appendices, the following definitions shall apply:

“Affected Property” shall mean all real property at the Willbridge Cove Project Area and any other real property where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement the Work under this Settlement Agreement.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXIX.

“Eligible Acre” or “Eligible Acreage” is based on Figure 30 of the Record of Decision for the Portland Harbor Site and is equal to 6.6 acres.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“EPA Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the EPA incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, cooperative agreement costs, travel costs, laboratory costs, the costs incurred pursuant to Section IX (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access including, but not limited to, the amount of just compensation), ¶ 73 (Work Takeover), ¶ 16 (Emergencies and Releases), ¶ 97 (Access to Financial Assurance), ¶ 17 (Community Involvement Plan related solely to this Settlement (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e)), and the costs incurred by the United States in enforcing the terms of this Settlement, including all costs incurred in connection with Dispute Resolution pursuant to Section XV (Dispute Resolution) and all litigation costs. EPA Future Response Costs shall also include, but not be limited to, direct and indirect costs, paid or incurred by EPA prior to the Effective Date in connection with negotiating this Settlement and charged to account 10RS beginning June 20, 2019.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change

on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Interest Earned” shall mean interest earned on amounts in the Portland Harbor Willbridge Cove Project Area Disbursement Special Account, which shall be computed monthly at a rate based on the annual return on investments of the EPA Hazardous Substance Superfund. The applicable rate of interest shall be the rate in effect at the time the interest accrues.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settling Owner” shall mean any person, other than Respondents, that owns or controls any Affected Property. The phrase “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“ODEQ” shall mean the Oregon Department of Environmental Quality and any successor departments or agencies of the State.

“ODEQ Response Costs” shall mean all direct and indirect costs that ODEQ incurs in coordinating and consulting with EPA in conjunction with EPA’s planning and implementation of this Settlement Agreement. ODEQ Response Costs are only those costs incurred to fulfill the requirements of this Settlement, including review of plans, reports, and assessments prepared pursuant to this Settlement Agreement, but excluding any costs related to natural resource damages assessments, liability or restoration and excluding any costs related to ODEQ oversight or enforcement of upland or upriver investigation or source control by the owners or operators of those upland or upriver sources. ODEQ Response Costs are not inconsistent with the NCP, 40 C.F.R. Part 300, and are recoverable response costs pursuant to Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607. ODEQ Response Costs shall not include the costs of oversight or data gathered by ODEQ concerning any other response action or Settlement Agreement associated with the Site.

“Owner Respondent” shall mean a Respondent who owns or controls some of the Affected Property. The phrase “Owner Respondent’s Affected Property” means Affected Property owned or controlled by Owner Respondent.

“Paragraph” or “¶” shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Respondents.

“Performing Parties” shall mean the Respondents under this Settlement with EPA.

“Portland Harbor Willbridge Cove Project Area Disbursement Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and ¶ 41 (Creation of Willbridge Cove Project Area Disbursement Special Account).

“Portland Harbor Remedial Design Special Account” or “RD Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), through the Settlement Agreement for Funding Remedial Design, CERCLA Docket no. 10-2019-0094.

“Portland Harbor Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3) through prior settlements related to the Site.

“Portland Harbor Superfund Site” or “Site” for purposes of this Settlement shall mean the in-river portion of the site in Portland, Multnomah County, Oregon listed on the National Priorities List (NPL) on December 1, 2000. 65 Fed. Reg. 75179-01 and for which a final remedy was selected in the January 2017 Record of Decision. As described in the Record of Decision, the Site extends in-river from approximately river mile (RM) 1.9 to 11.8.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to the Site, signed on January 3, 2017, by the Administrator of EPA, all attachments thereto and any subsequent ROD amendment or Explanation of Significant Differences. A copy of the ROD can be found at <https://semspub.epa.gov/work/10/100036257.pdf>.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD.

“Remedial Design” or “RD” shall mean those remedial design activities to be undertaken to develop the final plans and specifications for the RA as stated in the SOW depicted as the Willbridge Cove Project Area on the map attached as Appendix B.

“Respondents” shall mean Chevron U.S.A. Inc., Kinder Morgan Liquids Terminals LLC, McCall Oil and Chemical Corporation, Phillips 66 Company, and Shell Oil Company.

“Section” shall mean a portion of this Settlement identified by a Roman numeral.

“Settlement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXVI (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

“Settling Funding Parties” shall mean the City of Portland and State of Oregon, by and through its Department of Transportation and its Department of State Lands.

“Settlement Agreement for Funding Remedial Design” shall mean the settlement agreement entered into by the EPA and the Settling Funding Parties under CERCLA Docket no. 10-2019-0094.

“Statement of Work” or “SOW” shall mean the document describing the activities Respondents must perform, which is attached as Appendix A.

“Supervising Contractor” shall mean the principal contractor retained by Respondents to supervise and direct the implementation of the Work under this Settlement.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“Tribal Governments” shall mean the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe. References to “Tribal Governments” in this Settlement Agreement may be a reference to an individual tribe, the tribes collectively, or some combination thereof.

“Tribal Response Costs” shall mean all direct and indirect costs that the Tribal Governments and their employees, agents, contractors, consultants and other authorized representatives incur in coordinating and consulting with EPA in conjunction with EPA’s planning and implementation of this Settlement Agreement. Tribal Response Costs are only those costs incurred to fulfill the requirements of this Settlement Agreement, including review of plans, reports, and assessments prepared pursuant to this Settlement Agreement; but excluding any costs related to natural resource damages assessments, liability or restoration. Tribal Response Costs are not inconsistent with the NCP, 40 C.F.R. Part 300, and are recoverable response costs pursuant to Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607. Tribal Response Costs shall not include the costs of oversight or data gathered by Tribal Governments concerning any other response action or Settlement Agreement associated with the Site.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and any federal natural resource trustee.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any “hazardous substance” under ORS 465.200 *et seq.*

“Willbridge Cove Project Area” shall mean for purposes of this Settlement the area specifically depicted in Appendix B. Willbridge Cove Project Area includes all riverbanks within or inside the Area from top of the bank to river.

“Work” shall mean all activities and obligations Respondents are required to perform under this Settlement, except those required by Section XI (Record Retention).

V. FINDINGS OF FACT

11. Based on available information and investigation, EPA finds the following facts, which Respondents do not admit:

a. Historical industrial, commercial, agricultural, and municipal practices and releases of contaminants dating back to the early 1900s contributed to the observed chemical distribution of sediments within the Site. Historical sources responsible for the existing contamination include, but are not limited to: ship building, repair and dismantling; wood treatment and lumber milling; storage of bulk fuels and manufactured gas plant (MGP) waste; chemical manufacturing and storage; metal recycling, production and fabrication; steel mills, smelters and foundries; electrical production and distribution; municipal combined sewer overflows; and stormwater from industrial, commercial, transportation, residential and agricultural land uses. Operations that continue to exist today include: bulk fuel storage; barge building; ship repair; automobile scrapping; recycling; steel manufacturing; cement manufacturing; operation and repair of electrical transformers; and many smaller industrial operations, as well as other commercial, agricultural, and municipal practices.

b. On December 1, 2000, the Portland Harbor Superfund Site was listed on the National Priorities List due mainly to concerns about contamination in the sediments and the potential risks to human health and the environment from consuming fish. The most widespread contaminants found at the Site include, but are not limited to, polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), and dioxins/furans.

c. In 2001, EPA entered into a Memorandum of Understanding for the Portland Harbor Site (the MOU) with the Oregon Department of Environmental Quality (ODEQ), National Oceanic and Atmospheric Administration within the Department of Commerce, the United States Fish and Wildlife Service within the Department of the Interior, the Oregon Department of Fish and Wildlife and the Tribal Governments. The MOU, among other things, established the roles and responsibilities between EPA and ODEQ on managing the upland and in-river portions of the Site and set up a framework for technical and legal coordination among EPA and the Natural Resource Trustees; and relative to the Tribal Governments it sought to acknowledge the federal government's consultation requirements concerning the Portland Harbor Superfund Site, and to ensure the Tribal Governments' participation in the response actions at the Portland Harbor Superfund Site.

d. The Tribal Governments have treaty-reserved rights and resources and other rights, interests, or resources in the Site. The National Oceanic and Atmospheric Administration, the United States Department of the Interior, the Oregon Department of Fish & Wildlife, and the Tribal Governments are designated Natural Resource Trustees overseeing the assessment of natural resource damages at the Site. To the extent practicable, and if consistent with the RD, EPA intends that the Work under this Settlement will be conducted so as to be coordinated with any natural resource damage assessment and restoration of the Portland Harbor Superfund Site. EPA intends to provide the Tribal Governments and the federal and state Natural Resource Trustees an opportunity to review and comment on plans, reports, and other deliverables submitted by Respondents to EPA under this Settlement.

e. A remedial investigation and feasibility study (RI/FS) was initiated in 2001 and completed in 2017. As part of the RI/FS, baseline human health and ecological risk assessments were conducted to estimate the current and future effects of contaminants in sediments, surface water, groundwater seeps, and fish tissue on human health and the environment. The risk assessments provided the basis for taking action and identified the contaminants of potential concern (COPCs) and exposure pathways that the remedial action should address.

f. The baseline human health risk assessment (BHHRA) estimated cancer risks and noncancer health hazards from exposures to a set of chemicals in sediments (both beach and in-river), surface water, groundwater seeps, and fish tissue from samples collected at the Site.

g. The baseline ecological risk assessment (BERA) estimated risks to aquatic and aquatic-dependent species exposed to hazardous substances associated with the in-river portion of the Site.

h. The BHHRA and BERA concluded that contamination within the Site poses unacceptable risks to human health and the environment from numerous contaminants of potential concern in surface water, groundwater, sediment, and fish tissue. The selected remedy reduced the COPCs to 64 contaminants of concern (COCs) that contribute the most significant amount of risk to the human and ecological receptors. See ROD, Appendix II, Tables 1–5.

i. A subset of the COCs, called focused COCs, was developed in order to simplify analysis and develop and evaluate remedial alternatives for the Site. The focused COCs include PCBs, PAHs, dioxins and furans, and DDx; and they contribute the most significant amount of site-wide risk to human and ecological receptors.

j. PCBs are classified as probable human carcinogens. Children exposed to PCBs may develop learning and behavioral problems later in life. PCBs are known to impact the human immune system and skin, especially in child receptors, and may cause cancer in people. Nursing infants can be exposed to PCBs in breast milk. PCBs can also bioaccumulate in fish, shellfish, and mammals. In birds and mammals, PCBs can cause adverse effects such as anemia and injuries to the liver, stomach, and thyroid gland. PCBs also can cause problems with the immune system, behavioral problems, and impaired reproduction.

k. PAHs are human health and ecological COCs. PAHs are suspected human carcinogens with potential to cause lung, skin, and bladder cancers with occupational exposure. Animal studies show that certain PAHs affect the hematopoietic, immune, reproductive and neurologic systems and cause developmental effects. They can cause inhibited reproduction, delayed emergence, sediment avoidance, and mortality. In fish, PAHs cause liver abnormalities and impairment of the immune system.

l. Dioxins and furans are human health and ecological COCs. Toxic effects in humans include reproductive problems, problems in fetal development or early childhood, immune system damage, and cancer. Nursing infants can be exposed to dioxins and furans in breast milk. Dioxins and furans can bioaccumulate in fish, shellfish, and mammals. Animal

effects include developmental and reproductive problems, hemorrhaging, and immune system problems.

m. DDX, which represents collectively DDT and its primary breakdown products dichlorodiphenyldichloroethane (DDD) and dichlorodiphenyldichloroethene (DDE), are human health and ecological COCs. DDT is considered a possible human carcinogen. DDT and DDE are stored in the body's fatty tissues. In pregnant women, DDT and DDE can be passed to the fetus. Nursing infants can be exposed to DDX in breast milk. Laboratory animal studies showed effects on the liver and reproduction. These compounds can accumulate in fish, shellfish and mammals and can cause adverse reproductive effects such as eggshell thinning in birds.

n. The Willbridge Cove Project Area currently and was historically used for various commercial and industrial activities, including bulk fuel operations and storage; chemical distribution operations; and petroleum product storage and distribution. There have been documented releases of COCs to the Site, including the Willbridge Cove Project Area that have discharged or migrated to the Willamette River via contaminated groundwater, soils, riverbanks and/or storm water.

o. The ROD requires active remediation (dredging, capping and enhanced natural recovery) at areas exceeding the remedial action levels (RALs) for the focused COCs and contaminated riverbanks adjacent to some of those areas, referred to as Sediment Management Areas (SMAs). The ROD allows approximately 1,774 acres of sediment to recover naturally. The ROD estimated the remedy would take 13 years to construct.

p. Respondent, Chevron U.S.A. Inc. (formerly Standard Oil Company of California) owns and operates a facility on property within the Portland Harbor Superfund Site, including property adjacent to Willbridge Cove Project Area, and has owned or operated on other such properties at the time of disposal of a hazardous substance at the Site.

q. Respondent, Kinder Morgan Liquids Terminals LLC (KMLT) or its predecessor, GATX Terminal Corporation, owns or operates on several properties within the Portland Harbor Superfund Site, including property adjacent to the Willbridge Cove Project Area, and has owned or operated on such properties at the time of disposal of a hazardous substance at the Site.

r. Respondent, Shell Oil Company owned or operated on one or more properties within the Portland Harbor Superfund Site, including property adjacent to the Willbridge Cove Project Area at the time of disposal of a hazardous substance at the Site.

s. Respondent, Phillips 66 Company, owns or operates on a property within the Portland Harbor Superfund Site, adjacent to the Willbridge Cove Project Area, and Phillips 66 Company or its predecessors have owned or operated on property adjacent to the Willbridge Cove Project Area at the time of disposal of a hazardous substance at the Site.

t. Respondent, McCall Oil and Chemical Corporation, and its affiliated companies, own or operate on three properties within the Portland Harbor Superfund Site and adjacent to the Willbridge Cove Project Area, and have owned or operated on such properties at the time of disposal of a hazardous substance at the Site.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

12. Based on the Findings of Fact set forth above and the administrative record, EPA has determined the following conclusions of law, which Respondents do not admit:

- a. The Portland Harbor Superfund Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
- c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- d. Each Respondent is alleged by EPA to be a potentially responsible party under Section 107(a)(1) or (2) of CERCLA, 42 U.S.C. § 9607(a)(1) or (2).
- e. The conditions described in the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- f. The RD work agreed upon in this Settlement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VII. SETTLEMENT AGREEMENT AND ORDER

13. Based upon EPA’s Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VIII. PERFORMANCE OF THE WORK

14. Coordination and Supervision

a. Project Coordinators.

(1) Respondents’ Project Coordinator must have sufficient technical expertise to coordinate the Work. Respondents’ Project Coordinator may not be an attorney representing any Respondent in this matter and may not act as the Supervising Contractor. Respondents’ Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA’s designated Project Coordinator is Hunter Young, Remedial Project Manager in Region 10’s Superfund and Emergency Management Division. EPA may designate other representatives, which may include its

employees, contractors and/or consultants, to oversee the Work. EPA may arrange for ODEQ personnel to act as the authorized Project Coordinator for certain aspects of the RD Work, with EPA remaining as the lead agency, subject to Respondents' agreement. EPA's Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at the Site constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) Respondents' Project Coordinator shall meet monthly with EPA's Project Coordinator in person or by telephone, unless Respondents' Project Coordinator and EPA's Project Coordinator agree upon a different schedule.

b. **Supervising Contractor.** Respondents' proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ASQ/ANSI E4:2014, "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014).

c. **Procedures for Disapproval/Notice to Proceed**

(1) Respondents shall designate, and notify EPA, of the name(s), title(s), contact information, and qualifications of Respondents' proposed Project Coordinator within 90 days after the Effective Date, and of the Supervising Contractor within 90 days after the Effective Date, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (e.g., experience, capacity, technical expertise) and do not have a conflict of interest with respect to the project.

(2) EPA shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, Respondents shall, within 30 days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. Respondents may select any coordinator/contractor covered by an authorization to proceed and shall, within 21 days, notify EPA of Respondents' selection.

(3) Respondents may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 14.c(1) and 14.c(2).

15. **Performance of Work in Accordance with SOW.** Respondents shall develop the RD in accordance with the SOW and all EPA-approved, conditionally-approved, or modified

deliverables as required by the SOW. All deliverables required to be submitted for approval under the Settlement or SOW shall be subject to approval by EPA in accordance with ¶ 5.5 (Approval of Deliverables) of the SOW.

16. **Emergencies and Releases.** Respondents shall comply with the emergency and release response and reporting requirements required in ¶ 3.11 of the SOW. Subject to Section XVIII (Covenants by EPA), nothing in this Settlement, including ¶ 3.11 of the SOW, limits any authority of EPA: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to Respondents' failure to take appropriate response action under ¶ 3.11 of the SOW, EPA takes such action instead, Respondents shall reimburse EPA under Section XIII (Payment of Response Costs) for all costs of the response action.

17. **Community Involvement.** If requested by EPA, Respondents shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, Section 2 (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator. Costs incurred by EPA under this Section constitute Future Response Costs to be reimbursed under Section XIII (Payment for Response Costs).

18. **Modification of SOW or Related Deliverables**

a. If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to carry out the RD, then EPA may notify Respondents of such modification in writing. Any such modification must be in accordance with the Statement of Purpose at Section III. If Respondents object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XV (Dispute Resolution).

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if Respondents invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this Settlement, and Respondents shall implement all work required by such modification. Respondents shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Settlement.

19. **Notices and Submissions**

Respondents shall deliver a copy of this fully-executed Settlement to the Settling Funding Parties and their Trustee within 7 days of the Effective Date of this Settlement.

As to Settling Funding Parties:

State of Oregon:

Jim McKenna
Natural Resources Policy Analyst
Office of Governor Kate Brown
1600 SW 4th Avenue, Suite 109
Portland, OR 97201
jim.j.mckenna@oregon.gov

Lynne Perry
Senior Assistant Attorney General
Natural Resources Section
Oregon Department of Justice
100 SW Market Street
Portland, OR 97201
lynne.perry@doj.state.or.us

City of Portland:

Annie Von Burg
Environmental Policy Manager
Bureau of Environmental Services
888 SW 5th Avenue, Suite 400
Portland, OR 97204
Annie.VonBurg@portlandoregon.gov

Nanci Klinger
Sr. Deputy City Attorney
Office of Portland City Attorney
1221 SW 4th Avenue
Portland, OR 97204
Nanci.Klinger@portlandoregon.gov

As to the Trustee:

Daniel J. Silver
Trustee for Portland Harbor Remedial Design Trust
606 Columbia St. NW Suite 212
Olympia, WA 98501
danieljsilver@msn.com

IX. PROPERTY REQUIREMENTS

20. **Agreements Regarding Access and Non-Interference.** Respondents shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondents and the EPA, providing that such Non-Settling Owner, and Owner Respondent shall, with respect to the Affected Property: (i) provide EPA, ODEQ, the Respondents, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those activities listed in ¶ 20.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or that interferes with or adversely affects the implementation or integrity of the Work under this Settlement. Respondents shall provide a copy of such access and use restriction agreement(s) to EPA.

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Affected Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of data management and institutional controls defined in the approved data management work plan and ICIAP as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in ¶ 73 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with Section X (Access to Information);
- (9) Assessing Respondents' compliance with the Settlement;
- (10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement; and

(11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.

21. **Best Efforts.** As used in this Section, “best efforts” means the efforts that a reasonable person in the position of Respondents 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, as required by this Section. If Respondents are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondents, or take independent action, in obtaining such access. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section XIII (Payment of Response Costs).

22. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Respondents shall cooperate with EPA’s efforts to secure and ensure compliance with such institutional controls.

23. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondents shall continue to comply with their obligations under the Settlement, including their obligation to secure access.

24. **Notice to Successors-in-Title.** Owner Respondents shall, prior to entering into a contract to Transfer their Affected Property, or 60 days prior to Transferring their Affected Property, whichever is earlier: (a) Notify the proposed transferee that EPA has determined that an RD must be performed at the Site, that potentially responsible parties have entered into an Administrative Settlement Agreement and Order on Consent requiring implementation of such RD, (identifying the name, docket number, and the effective date of this Settlement); and (b) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

25. Notwithstanding any provision of the Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

26. Respondents shall provide to EPA, 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 their possession or control or that of their contractors or agents relating to implementation of this Settlement, including activities at the Willbridge Cove Project Area and at properties owned and/or operated by Respondents adjacent to or upland from the Willbridge Cove Project Area, 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 related to the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

27. Privileged and Protected Claims

a. Respondents may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with ¶ 27.b, and except as provided in ¶ 27.c.

b. If Respondents assert such a privilege or protection, they shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. Respondents may make no claim of privilege or protection regarding: (1) any data that is collected in performing the Work under this Settlement, including, but not limited to, all such sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Settlement.

28. Business Confidential Claims. Subject to subparagraph 27(c) above, Respondents may assert that all or part of a Record provided to EPA under this Section or Section XI (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondents assert business confidentiality claims. Records claimed as confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

29. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XI. RECORD RETENTION

30. Until 10 years after completion of the Remedial Action, Respondents shall preserve and retain all non-identical copies of Records (including Records in electronic form)

now in their possession or control or that come into their possession or control that relate in any manner to their liability under CERCLA with respect to the Site, provided, however, that Respondents who are potentially liable as current or former owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each Respondent must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above, all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

31. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided for in ¶ 27 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA.

32. Each Respondent certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XII. COMPLIANCE WITH OTHER LAWS

33. Nothing in this Settlement limits Respondents' obligations to comply with the requirements of all applicable federal and state laws and regulations. Respondents must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Settlement, if approved by EPA, shall be considered consistent with the NCP.

34. **Permits.** As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(c)(3) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e. within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal, state, or local permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

35. Respondents may seek relief under the provisions of Section XVI (Force Majeure) for any delay in performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 34 (Permits) and required for the Work, provided that they have submitted timely and complete applications and taken all other actions

necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. PAYMENT OF RESPONSE COSTS

36. **Payments by Respondents for Future Response Costs.** Respondents shall pay to EPA all Future Response Costs not inconsistent with the NCP and incurred in accordance with the Statement of Purpose at Section III.

a. **Periodic Bills.** On a periodic basis, EPA will send Respondents a bill requiring payment that includes a SCORPIOS Report or similar EPA-prepared cost summary report, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in ¶ 38 (Contesting Future Response Costs).

b. **Payments.** Payments made pursuant to this Paragraph 36 shall be made by EFT in accordance with EFT instructions provided by EPA, or by submitting a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment, the Site name, the EPA Region, the account number 10RS, and the EPA docket number for this action. Respondents shall send the check to:

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

Respondents shall use the following address for payments made by overnight mail:

U.S. Environmental Protection Agency
Government Lockbox 979076
1005 Convention Plaza
SL-MO-C2GL
St. Louis, MO 63101-1229

c. **Notice.** At the time of payment, Respondents shall send notice that payment has been made to EPA to the Region 10 Project Coordinator and to the Servicing Finance Office, EPA Finance Center, MS-NWD, Cincinnati, OH 45268.

d. **Deposit of Future Response Costs Payments.** The total amount to be paid by Respondents pursuant to ¶ 36.a (Periodic Bills) shall be deposited by EPA in the Portland Harbor Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund; provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Portland Harbor Special Account balance is sufficient to address currently

anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum.

37. **Interest.** In the event that any payment for Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the EPA by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVII (Stipulated Penalties).

38. **Contesting Future Response Costs.** Respondents may initiate the procedures of Section XV (Dispute Resolution) regarding payment of any Future Response Costs billed under ¶ 36 (Payments for EPA Future Response Costs) if it determines that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if it believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Respondents shall submit a Notice of Dispute in writing to the EPA Project Coordinator within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submit a Notice of Dispute, Respondents shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in ¶ 36, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC) and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in ¶ 36. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in ¶ 36. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

39. **Payment of ODEQ Response Costs**

a. Respondents shall be responsible under this Settlement for funding ODEQ Response Costs incurred pursuant to this Settlement that are not inconsistent with the NCP under

the terms of a separate agreement to be executed by Respondents and ODEQ (“ODEQ Agreement”).

b. Disputes regarding ODEQ Response Cost bills shall be resolved in accordance with a process agreed to between ODEQ and Respondents under the ODEQ Agreement, and neither ruled by nor conducted under the dispute resolution provisions of this Settlement.

c. Nothing in this Paragraph shall be construed to limit ODEQ’s authority under any source other than this Settlement to seek funding from Respondents or any other party of any costs that ODEQ may incur or may have incurred.

40. **Payment of Tribal Response Costs**

a. Respondents shall be responsible under this Settlement for funding Tribal Response Costs incurred pursuant to this Settlement that are not inconsistent with the NCP under the terms of one or more separate agreements to be executed by Respondents and the Tribal Governments.

b. Disputes regarding Tribal Response Cost bills shall be resolved in accordance with a process agreed to between the Tribal Governments and Respondents under the separate agreement(s) entered into between Respondents and the Tribal Governments, and neither ruled by nor conducted under the dispute resolution provisions of this Settlement.

c. Nothing in this section shall in any way be construed to limit the rights of the Tribal Governments to seek to recover response costs incurred by the Tribal Governments related to this Settlement and disputed by Respondents, or for natural resource damages as defined by 42 U.S.C. 9607(a)(4)(C).

XIV. DISBURSEMENT OF SPECIAL ACCOUNT FUNDS

41. **Creation of Willbridge Cove Disbursement Special Account and Agreement to Disburse Funds to Respondents.** Within 30 days after the Effective Date and the receipt of funds from Settling Funding parties into the RD Special Account, EPA shall establish the Willbridge Cove Disbursement Special Account and transfer \$264,000¹ from the RD Special Account to the Willbridge Cove Disbursement Special Account. Such funds will then be available for Phase 1 Disbursement as provided in this Section. Funds for Phase 2 Disbursement will only be eligible for disbursement upon amendment of this Settlement as provided in this Section. Subject to the terms and conditions set forth in this Section, EPA agrees to make the funds in the Willbridge Cove Disbursement Special Account, including Interest Earned on the funds in the Willbridge Cove Disbursement Special Account, available for disbursement to Respondents as partial reimbursement for performance of the Work. EPA shall disburse funds

¹ This amount is calculated by multiplying \$40,000 by the Eligible Acres as defined in this Settlement.

from the Willbridge Cove Disbursement Special Account to Respondents in accordance with the procedures and milestones for phased disbursement set forth in this Section.

42. **Timing, Amount, and Method of Phase 1 Disbursement From the Willbridge Cove Disbursement Special Account.** Within 30 days after EPA’s receipt of a Cost Summary and Certification, as defined by ¶ 44.b, or if EPA has requested additional information under ¶ 44.c or a revised Cost Summary and Certification under ¶ 44.c, within 30 days after receipt of the additional information or revised Cost Summary and Certification, and subject to the conditions set forth in this Section, EPA shall disburse the funds from the Willbridge Cove Disbursement Special Account at the completion of the following milestone, and in the amount set forth below:

| Milestone | Disbursement of Funds |
|---|---|
| EPA approval of Final PDI Evaluation Report | \$264,000 ² from the Willbridge Cove Disbursement Special Account, plus any Interest Earned on that amount |

Within 30 days after the Effective Date, Respondents shall provide to EPA the name and address for payment or instructions for electronic funds transfer for the Phase 1 Disbursement. EPA shall disburse the funds for the Phase 1 Disbursement from the Willbridge Cove Disbursement Special Account to Respondents consistent with the information provided.

43. **Timing, Amount, and Method of Phase 2 Disbursement From the Willbridge Cove Disbursement Special Account.** Within 30 days after EPA’s receipt of a Cost Summary and Certification, as defined by ¶ 44.b, or if EPA has requested additional information under ¶ 44.c or a revised Cost Summary and Certification under ¶ 44.c, within 30 days after receipt of the additional information or revised Cost Summary and Certification, and subject to the conditions set forth in this Section, Respondents shall be eligible to request an amendment of this Settlement, to provide for Phase 2 Disbursement. The amendment will replace the current text of this Paragraph 43 with the text in Appendix C. EPA will agree to such an amendment if: (1) EPA has issued the Notice of Completion, and (2) EPA has sufficient funding in the Willbridge Cove Disbursement Special Account to provide for the calculated amount of the Phase 2 Disbursement.³ Any amendment under this paragraph will be for the sole purpose of memorializing and facilitating the Phase 2 Disbursement.

EPA’s obligation to provide for Phase 2 Disbursement under an amendment to this Settlement Agreement shall be limited to funds available in the Willbridge Cove Disbursement Special Account at the time the amendment is finalized. Nothing in this agreement shall be interpreted to require EPA to obligate funds in excess of amounts available in violation of the Antideficiency Act, 31 U.S.C. § 1341, or construed as implying that Congress will, at a later date, appropriate any funds sufficient to meet any deficiency.

² This amount is calculated by multiplying \$40,000 by the Eligible Acres as defined in this Settlement.

³ This amount is calculated by multiplying \$40,000 by the Eligible Acres as defined in this Settlement.

Reimbursement for Disbursement Phase 2 will only be provided for claims made on or before December 31, 2027.

Within 30 days after the Effective Date, Respondents shall provide to EPA the name and address for payment or instructions for electronic funds transfer for the Phase 2 Disbursement. EPA shall disburse the funds for the Phase 2 Disbursement from the Willbridge Cove Disbursement Special Account to Respondents consistent with the information provided.

44. Requests for Disbursement of Special Account Funds

a. Within 30 days after issuance of EPA’s written confirmation that a milestone of the Work, as defined in ¶¶ 42 and 43 (Timing, Amount, and Method of Disbursing Funds for Phases 1 and 2), has been satisfactorily completed, Respondents shall submit to EPA a Cost Summary and Certification, as defined in ¶ 44.b, covering the Work performed up to the date of completion of that milestone. Respondents shall not include in any submission costs included in a previous Cost Summary and Certification following completion of an earlier milestone of the Work if those costs have been previously sought or reimbursed pursuant to ¶¶ 42 and 43.

b. Each Cost Summary and Certification shall include a complete and accurate written cost summary and certification of the necessary costs incurred and paid by Respondents for the Work covered by the particular submission, excluding costs not eligible for disbursement under ¶ 45 (Costs Excluded from Disbursement). Each Cost Summary and Certification shall contain the following statement and shall be signed by someone with financial expertise such as the Chief Financial Officer of a Respondent, an Independent Certified Public Account or other independent person acceptable to EPA:

To the best of my knowledge, after thorough investigation and review of Respondents’ documentation of costs incurred and paid for Work performed pursuant to this Settlement [insert, as appropriate: “up to the date of completion of milestone 1,” “between the date of completion of milestone 1 and the date of completion of milestone 2,”] I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Within 30 days after the Effective Date, Respondents shall provide to EPA the person designated by Respondents to sign the Cost Summary and Certification. The person designated by Respondents’ shall also provide EPA a list of the documents that he or she reviewed in support of the Cost Summary and Certification. Upon request by EPA, Respondents shall submit to EPA any additional information that EPA deems necessary for its review and approval of a Cost Summary and Certification.

c. If EPA finds that a Cost Summary and Certification includes a mathematical error, costs excluded under ¶ 45 (Costs Excluded from Disbursement), costs that are inadequately documented, or costs submitted in a prior Cost Summary and Certification, it will notify Respondents and provide them an opportunity to cure the deficiency by submitting a revised Cost Summary and Certification. If Respondents fail to cure the deficiency within 30

days after being notified of, and given the opportunity to cure, the deficiency, EPA will recalculate Respondents' costs eligible for disbursement for that submission and disburse the corrected amount to Respondents in accordance with the procedures in ¶ 42 (Timing, Amount, and Method of Phase 1 Disbursement). Respondents may dispute EPA's recalculation under this Paragraph pursuant to Section XV (Dispute Resolution). In no event shall Respondents be disbursed funds from the Willbridge Cove Disbursement Special Account in excess of amounts properly documented in a Cost Summary and Certification accepted or modified by EPA.

45. Costs Excluded from Disbursement. The following costs are excluded from, and shall not be sought by Respondents for, disbursement from the Willbridge Cove Disbursement Special Account: (a) response costs paid pursuant to Section XIII (Payments of Response Costs); (b) any other payments made by Respondents to the United States pursuant to this Settlement, including, but not limited to, any Interest or stipulated penalties paid pursuant to Section XIII (Payments for Response Costs) or XVII (Stipulated Penalties); (c) attorneys' fees and costs; (d) costs of any response activities Respondents perform that are not required under, or approved by EPA pursuant to, this Settlement; (e) costs related to Respondents' litigation, settlement, development of potential contribution claims, or identification of defendants; (f) internal costs of Respondents, including but not limited to, salaries, travel, or in-kind services, except for those costs that represent the work of employees of Respondents directly performing the Work; (g) any costs incurred by Respondents prior to the Effective Date except for approved Work completed pursuant to this Settlement; or (h) any costs incurred by Respondents pursuant to Section XV (Dispute Resolution).

46. Termination of Disbursements from the Special Account. EPA's obligation to disburse funds from the Willbridge Cove Disbursement Special Account under this Settlement shall terminate upon EPA's determination that Respondents: (a) have knowingly submitted a materially false or misleading Cost Summary and Certification; (b) have submitted a materially inaccurate or incomplete Cost Summary and Certification, and have failed to correct the materially inaccurate or incomplete Cost Summary and Certification within 30 days after being notified of, and given the opportunity to cure, the deficiency; or (c) failed to submit a Cost Summary and Certification as required by ¶ 44 (Requests for Disbursement of Special Account Funds) within 30 days (or such longer period as EPA agrees) after being notified that EPA intends to terminate its obligation to make disbursements pursuant to this Section because of Respondents' failure to submit the Cost Summary and Certification as required by ¶ 44. EPA's obligation to disburse funds from the Willbridge Cove Disbursement Special Account shall also terminate upon EPA's assumption of performance of any portion of the Work pursuant to ¶ 73 (Work Takeover), when such assumption of performance of the Work is not challenged by Respondents or, if challenged, is upheld under Section XV (Dispute Resolution). Respondents may dispute EPA's termination of special account disbursements under Section XV.

47. Recapture of Special Account Disbursements. Upon termination of disbursements from the Willbridge Cove Disbursement Special Account under Paragraph 46 (Termination of Disbursements from the Special Account), if EPA has previously disbursed funds from the Willbridge Cove Disbursement Special Account for activities specifically related to the reason for termination, e.g., discovery of a materially false or misleading submission after disbursement of funds based on that submission, EPA shall submit a bill to Respondents for those amounts already disbursed from the Willbridge Cove Disbursement Special Account

specifically related to the reason for termination, plus Interest on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by Respondents. Within 30 days after receipt of EPA's bill, Respondents shall reimburse the EPA Hazardous Substance Superfund for the total amount billed. Payment shall be made in accordance with ¶ 36.b (Payments). Upon receipt of payment, EPA may deposit all or any portion thereof in the Willbridge Cove Disbursement Special Account, the RD Special Account, the Portland Harbor Special Account, or the EPA Hazardous Substance Superfund. The determination of where to deposit or how to use the funds shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Respondents may dispute EPA's determination as to recapture of funds pursuant to Section XV (Dispute Resolution).

48. **Balance of Special Account Funds.** After EPA completes all disbursement to Respondents in accordance with this Section, if any funds remain in the Willbridge Cove Disbursement Special Account, EPA will transfer such funds to the RD Special Account for use by the EPA for RD work at or in connection with the Site. If EPA determines such funds are no longer needed for RD work at or in connection with the Site, EPA may transfer such funds to the RD Special Account, the Portland Harbor Special Account, or to the EPA Hazardous Substance Superfund. Any transfer of funds to the RD Special Account, the Portland Harbor Special Account, or the EPA Hazardous Substance Superfund shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum.

XV. DISPUTE RESOLUTION

49. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

50. **Informal Dispute Resolution.** If Respondents object to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, they shall send EPA's Project Coordinator a written Notice of Dispute describing the objection(s) within 20 days after such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have 30 days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the Negotiation Period). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

51. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within 20 days after the end of the Negotiation Period, submit a statement of position to EPA. At the time that Respondents submit their statement of position initiating formal dispute resolution, Respondents may request a meeting with the Regional Administrator, EPA Region 10, or his/her designee. EPA may, within 20 days thereafter, submit a statement of position. The Respondents may request that technical experts, such as the Contaminated Sediments Technical Advisory Group (CSTAG), assist in resolving the

dispute. A decision that CSTAG participation is needed is a decision that the Regional Administrator, EPA Region 10, will make. Thereafter, the Regional Administrator, EPA Region 10, or his/her designee will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

52. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement, except as provided by ¶ 38 (Contesting Future Response Costs), as agreed by EPA.

53. Except as provided in ¶ 62, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVII (Stipulated Penalties).

XVI. FORCE MAJEURE

54. "Force Majeure" for purposes of this Settlement is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents' contractors that delays or prevents the performance of any obligation under this Settlement despite Respondents' best efforts to fulfill the obligation. The requirement that Respondents exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or increased cost of performance.

55. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify the EPA Project Coordinator orally or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund and Emergency Management Division, EPA Region 10, within 24 hours of when Respondents first knew that the event might cause a delay. Within 10 days thereafter, Respondents shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to know of any circumstance of which Respondents, any entity

controlled by Respondents, or Respondents' contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event; provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 54 and whether Respondents have exercised their best efforts under ¶ 54, EPA may, in its unreviewable discretion, excuse in writing Respondents' failure to submit timely or complete notices under this Paragraph.

56. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

57. If Respondents elect to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution) on the basis that the delay or anticipated delay has been or will be caused by a force majeure, they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of ¶¶ 54 and 55. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement identified to EPA.

58. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondents from meeting one or more deadlines under the Settlement, Respondents may seek relief under this Section.

XVII. STIPULATED PENALTIES

59. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in ¶¶ 60.a and 61 for failure to comply with the obligations specified in ¶¶ 60.b. and 61, unless excused under Section XVI (Force Majeure). "Comply" as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement. If (i) an initially submitted or resubmitted deliverable contains a material defect and the conditions are met for modifying the deliverable under ¶ 5.5(a)(2) of the SOW; or (ii) a resubmitted deliverable contains a material defect; then the material defect constitutes a lack of compliance for purposes of this Paragraph.

60. Stipulated Penalty Amounts: Payments, Financial Assurance, Major Deliverables, and Other Milestones.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with any obligation identified in ¶ 60.b:

| Penalty Per Violation Per Day | Period of Noncompliance |
|--------------------------------------|--------------------------------|
| \$ 500 | 1st through 7th day |
| \$ 1,000 | 8th through 14th day |
| \$ 2,500 | 15th through 30th day |
| \$ 5,000 | 31st day and beyond |

b. Obligations

(1) Payment of any amount due under Section XIII (Payment of Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section XXV (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under ¶ 38 (Contesting Future Response Costs).

(4) Submission of timely and quality deliverables for tasks 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b, 6a, 6b, 7a, 7b, 8 9 10, 11, 12 listed under ¶ 6.2 of the SOW.

61. **Stipulated Penalty Amounts: Other Deliverables.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables required by this Settlement, other than those specified in ¶ 60.b:

| Penalty Per Violation Per Day | Period of Noncompliance |
|--------------------------------------|--------------------------------|
| \$ 250 | 1st through 7th day |
| \$ 500 | 8th through 14th day |
| \$ 1,000 | 15th through 30th day |
| \$ 2,500 | 31st day and beyond |

62. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 73 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$75,000 or 25% of the cost of the Work EPA performs, whichever is less. Stipulated

penalties under this Paragraph are in addition to the remedies available to EPA under ¶¶ 73 (Work Takeover) and 97 (Access to Financial Assurance).

63. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period except as provided below, and shall be paid within 15 days after the agreement or the receipt of EPA's decision. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ 5.5 (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the Regional Administrator, EPA Region 10, or his/her designee under Section XV (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the Regional Administrator or designee issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

64. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

65. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XV (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶ 36 (Payments by Respondents for EPA Future Response Costs).

66. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 63 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 65 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

67. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement.

68. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C.

§ 9607(c)(3); provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 73 (Work Takeover).

69. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XVIII. COVENANTS BY EPA

70. **Covenants for Respondents by EPA.** Except as provided in Section XIX (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work performed and Future Response Costs paid. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement. These covenants extend only to Respondents and do not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

71. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

72. The covenants set forth in Section XVIII (Covenants by EPA) above do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this Settlement;
- b. liability for costs not included within the definition of EPA Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;

e. liability for violations of federal or state law that occur during or after implementation of the Work;

f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Response Costs under this Settlement.

73. Work Takeover

a. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice (Work Takeover Notice) to Respondents. Any Work Takeover Notices issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 10 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 10-day notice period specified in ¶ 73.a Respondents have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary (Work Takeover). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 73.b. Funding of Work Takeover costs is addressed under ¶ 97 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in ¶ 51 (Formal Dispute Resolution) to dispute EPA's implementation of a Work Takeover under ¶ 73.b. However, notwithstanding Respondents' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 73.b until the earlier of (1) the date that Respondents remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with ¶ 51 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XX. COVENANTS BY RESPONDENTS

74. **Covenants by Respondents.** Except as provided in Paragraph 75 below, Respondents covenant not to sue and agree not to assert any claims or causes of action against

the United States, or its contractors or employees, with respect to the Work, EPA's Future Response Costs, and this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Oregon Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

c. any claim under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law.

75. This Settlement Agreement shall not have any effect on claims or causes of action that any Respondent has or may have pursuant to Sections 107(a) or 113(f) of CERCLA, 42 U.S.C. §§ 9607(a) or 9613(f), against the United States on behalf of various federal agencies, based upon a claim that the United States is a potentially responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), relating to the Work and EPA Future Response Costs paid under Section XIII (Payment of Response Costs) of this Settlement Agreement. However, the United States acknowledges the reservation of Section 107 claims without any concession that, even if such a claim exists, it is cognizable under Section 107.

76. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XIX (Reservations of Rights by EPA), other than in ¶ 72.a (liability for failure to meet a requirement of the Settlement), 72.d (criminal liability), or 72.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

77. Nothing in this Settlement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

78. Respondents reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

79. **Covenants by Performing Parties to Settling Funding Parties.** Subject to EPA's receipt of the funds from Settling Funding Parties as required by the Settlement Agreement for Funding Remedial Design, Performing Parties covenant not to sue and agree not to assert any claims or causes of action in any forum, judicial or otherwise, against the Settling Funding Parties, or their contractors or employees, with respect to the work under this Settlement or the RD Payments provided under the Settlement Agreement for Funding Remedial Design. For purposes of this paragraph "work" shall mean all activities and obligations Performing Parties are required to perform under this Settlement, except those required by Section XI (Record Retention). Performing Parties agree that Settling Funding Parties have the right to enforce this covenant.

XXI. OTHER CLAIMS

80. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

81. Except as expressly provided in Section XX (Covenants by Respondents) and Section XVIII (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

82. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXII. EFFECT OF SETTLEMENT/CONTRIBUTION

83. Nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement, other than the Settling Funding Parties as provided in ¶ 79 (Covenants by Performing Parties to Settling Funding Parties) of this Settlement. Except as provided in Section XX (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

84. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from

contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement. The “matters addressed” in this Settlement are solely the Work and EPA Future Response Costs.

85. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

86. Respondents shall, with respect to any suit or claim brought by them for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Respondents also shall, with respect to any suit or claim brought against them for matters addressed in this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon them. In addition, Respondents shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

87. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVIII (Covenants by EPA).

XXIII. INDEMNIFICATION

88. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents as EPA’s authorized representative under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, employees, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents’ behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Respondents agree to pay the United States all costs they incur, including, but not limited to attorneys’ fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into, by, or on behalf of Respondents in carrying out activities

pursuant to this Settlement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

89. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

90. Respondents covenant not to sue and agrees not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made, or to be made, to the United States, arising from or on account of any contract, agreement, or arrangement between Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of, any contract, agreement, or arrangement between Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXIV. INSURANCE

91. No later than 15 days before commencing any on-site Work, Respondents shall secure, and shall maintain until so notified by EPA, commercial general liability insurance with limits of liability of \$1 million per occurrence, and automobile insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement. In addition, for the duration of the Settlement, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the Site name, City, State and the EPA docket number for this action.

XXV. FINANCIAL ASSURANCE

92. In order to ensure the completion of the Work, Respondents shall secure financial assurance, initially in the amount of \$2,000,000 (two million dollars) ("Estimated Cost of the Work"), for the benefit of EPA. Within 90 days of approval of the Final Basis of Design Report by EPA, Respondents shall submit to EPA a current estimate of the RD Work remaining at that time. If that current estimate is different, Respondents shall establish and maintain financial security for the benefit of EPA in an amount to be approved in writing by EPA based on

Respondents' estimated cost to complete the RD Work remaining at that time as EPA may approve in writing. Portions of the financial assurance may be provided by different Respondents using different mechanisms as long as the total amount of financial assurance provided by Respondents equals the Estimated Cost of Work. Notwithstanding the potential separate financial assurance mechanisms, Respondents are jointly and severally responsible for securing financial assurance equal to the total Estimated Cost of Work. All financial assurance under this Settlement must be provided through one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Respondents may use multiple mechanisms, including but not limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

- a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. a trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;
- d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;
- e. A demonstration by a Respondent that it meets the financial test criteria of ¶ 94, accompanied by a standby funding commitment, which obligates the affected Respondent to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or
- f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of ¶ 94.

93. Respondents shall, within 30 days of the Effective Date, obtain EPA's approval of the form of Respondents' financial assurance. Within 30 days of such approval, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the EPA Region 10, Office of Regional Counsel, 1200 Sixth Avenue, Suite 155, M/S 11-C07, Seattle, WA 98101.

94. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 92.e or 92.f, must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) The affected Respondent or guarantor has:

- i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) The affected Respondent or guarantor has:

- i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
- ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for the affected Respondent or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance - Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>.

95. Respondents providing financial assurance by means of a demonstration or guarantee under ¶ 92.e or 92.f must also:

a. Annually resubmit the documents described in ¶ 94.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondent or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in ¶ 94.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

96. Respondents shall diligently monitor the adequacy of the financial assurance. If Respondents become aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, Respondents shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the Respondents of such determination. Respondents shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the Respondents, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of ¶ 98 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

97. Access to Financial Assurance

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 73.b, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 97.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the Respondents fail to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 97.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 73.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 92.e or 92.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within 30 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 97 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Portland Harbor Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this ¶ 97 must be reimbursed as Future Response Costs under Section XIII (Payments for Response Costs).

98. Modification of Amount, Form, or Terms of Financial Assurance. Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 93, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XV (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 93.

99. Release, Cancellation, or Discontinuation of Financial Assurance.

Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) in accordance with EPA’s approval of such release, cancellation, or discontinuation; or (b) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XV (Dispute Resolution).

XXVI. INTEGRATION/APPENDICES

100. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement:

- a. Appendix A is the SOW.
- b. Appendix B is a map of the Willbridge Cove Project Area.
- c. Appendix C is Phase 2 Disbursement Amendment language.

XXVII. MODIFICATION

101. The EPA Project Coordinator may modify the SOW or related deliverables as provided in ¶ 18. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

102. If Respondents seek permission to deviate from any approved work plan, schedule, or SOW, Respondents’ Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the EPA Project Coordinator pursuant to ¶ 101.

103. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding any deliverable submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXVIII. NOTICE OF WORK COMPLETION

104. When EPA determines that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations as provided in ¶ 106, EPA will provide written notice to Respondents. Respondents may request that EPA make this determination.

105. If EPA determines that any such Work has not been completed in accordance with this Settlement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RD Work Plan if appropriate to correct such deficiencies. Respondents

shall implement the modified and approved RD Work Plan and shall submit a modified Final 100% Report for EPA approval in accordance with the EPA notice. If approved, EPA will issue the Notice of Work Completion.

106. Issuance of the Notice of Work Completion does not affect the following continuing obligations: (1) obligations under Sections IX (Property Requirements), X (Access to Information), and XI (Record Retention); and (3) reimbursement of EPA's Future Response Costs under Section XIII (Payment of Response Costs) of the Settlement.


XXIX. EFFECTIVE DATE

107. This Settlement shall be effective upon signature by the Superfund and Emergency Management Division, EPA Region 10.

108. IT IS SO AGREED AND ORDERED;

**U.S. ENVIRONMENTAL PROTECTION
AGENCY:**

11/31/2020
Dated



Sheila Fleming, Acting Division Director
Superfund and Emergency Management Division
EPA Region 10

Signature Page for Settlement regarding the Willbridge Cove Project Area within the Portland Harbor Superfund Site

FOR Chevron U.S.A. Inc. , a Pennsylvania corporation

January 27, 2020
Dated _____

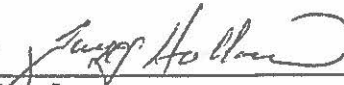


Gina K. Lee
Assistant Secretary
Chevron U.S.A. Inc., a Pennsylvania corporation
6001 Bollinger Canyon Road
San Ramon, CA 94583

Signature Page for Settlement regarding the Willbridge Cove Project Area within the Portland Harbor Superfund Site

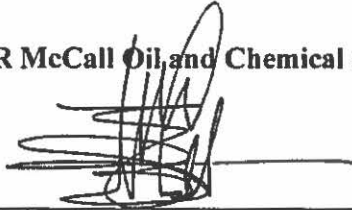
FOR Kinder Morgan Liquids Terminals LLC

01/29/2020
Dated


[Name] J. Hollan
[Title] President
[Company] Kinder Morgan
[Address] 1001 Louisiana St Suite 1000
Houston, TX 77002

Signature Page for Settlement regarding the Willbridge Cove Project Area within the Portland Harbor Superfund Site

FOR McCall Oil and Chemical Corporation



1/28/2020
Dated

[Name] Edgar S. McCall
[Title] V.P.
[Company] McCall Oil + Chemical Co.
[Address] 5480 N.W. Front Ave
Portland, OR 97210

Signature Page for Settlement regarding the Willbridge Cove Project Area within the Portland Harbor Superfund Site

FOR Phillips 66 Company

in its own interest and as successor-in-interest to certain rights and liabilities of ConocoPhillips Company and TOSCO Corporation

1/27/2020
Dated


 *DF*

Dan Fischman
Manager, Remediation Management
Phillips 66 Company
3900 Kilroy Airport Way, Suite #210
Long Beach, CA 90806

Signature Page for Settlement regarding the Willbridge Cove Project Area within the Portland Harbor Superfund Site

FOR Shell Oil Company

1-29-20
Dated



[Name] Wm E Platt
[Title] Agent
[Company] SOZ
[Address]

150 N. Dairy Ashford
Houston, TX 77079

Appendix A

Statement of Work

REMEDIAL DESIGN STATEMENT OF WORK
PORTLAND HARBOR SUPERFUND SITE
Willbridge Cove Project Area
Portland, Multnomah County, State of Oregon
EPA Region 10

January 2020

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Attachments

Figure 1. Optimized Remedial Design Timeline

Attachment 1. Program Data Management Plan for Portland Harbor

Attachment 2. Template Sufficiency Assessment Summary Table

1. INTRODUCTION

1.1 Purpose of the Statement of Work. The U.S. Environmental Protection Agency (EPA) signed a Record of Decision for the Portland Harbor Superfund Site (Site) on January 3, 2017 (ROD) that selected Remedial Actions (RA) for the in-river portion of the Site from approximately river miles (RMs) 1.9 to 11.8. The ROD provides information about how Site data will influence Remedial Design (RD), remedial construction, and future maintenance of remediated areas. The ROD states that the actual technologies assigned during remedial design will be dependent on a number of characteristics and environmental conditions to ensure that the final constructed remedy is appropriate for area-specific conditions such as the Willbridge Cove Project Area. The ROD also identifies post-ROD / RD sampling activities that will support and refine the Site's Conceptual Site Model (CSM) to implement remedial design and remedial action. Approved Site data will be used to refine the Sediment Management Areas (SMAs) and to select appropriate site-specific remedial technologies during the RD for the Willbridge Cove Project Area. Data collected since the ROD as part of the Portland Harbor Pre-Remedial Design Investigation (PDI) and Baseline Sampling Study (AECOM and Geosyntec, 2019) has been approved by EPA and, combined with Site data previously approved by EPA, and data collected for the Willbridge Cove Project Area pursuant to this Settlement, will be used to refine SMAs, select appropriate remedial technologies and identify any uncontrolled sources of recontamination. Any reference to the ROD in this SOW, also includes any future ROD amendments or Explanations of Significant Differences EPA may issue.

This Statement of Work (SOW) sets forth the procedures and requirements for implementing the RD Work at the Willbridge Cove Project Area (hereinafter identified as the Project Area), as depicted in Appendix B to the Administrative Settlement Agreement and Order on Consent.

As specified in Part 1: Declaration for the ROD (EPA, 2017), certain contaminated river banks will be addressed using the same remedial technologies that will be used for the adjacent contaminated sediment, if it is determined that those river banks should be remediated in conjunction with the sediment action. ROD river banks and river banks encountered during field sampling in accordance with Section 5.6(c) will be evaluated to determine if there are recontamination concerns and design considerations associated with the river bank areas. Further upland source control assessments, if needed, will be addressed as upland source issues by the Oregon Department of Environmental Quality (ODEQ) and individual property owners or as necessary through EPA's authorities.

1.2 Structure of the SOW.

- Section 2 (Community Involvement) sets forth EPA's and Respondents' responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables.

- Section 4 (Reporting) sets forth Respondents’ reporting obligations.
- Section 5 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding Respondents’ submission of, and EPA’s review of, approval of, comment on, and/or modification of, the deliverables.
- Section 6 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RD.
- Section 7 (State and Tribal Participation) addresses State and Tribal participation.
- Section 8 (References) provides a list of references, including Uniform Resource Locations (URLs).

1.3 The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Administrative Settlement Agreement and Order on Consent (Settlement), have the meanings assigned to them in CERCLA, in such regulations, or in the Settlement, except that the term “Paragraph” or “¶” means a paragraph of the SOW, and the term “Section” means a section of the SOW, unless otherwise stated.

1.4 Relationship to other work at the Portland Harbor Superfund Site. While all approved data, including baseline data, will be considered, all final decisions regarding RD at the Project Area, including delineation of SMAs, implementation of any sampling necessary for design, and application of the ROD’s technology matrix, will be made under this Settlement and this SOW.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement (CI) Responsibilities

- (a) EPA has the lead responsibility for developing and implementing CI activities at the Site. Previously (during the Remedial Investigation/Feasibility Study (RI/FS) phase), EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities specific to the RD Work or the Project Area that are not already addressed or provided for in the existing CIP, including, if applicable, any Technical Assistance Grant (TAG), any use of the Technical Assistance Services for Communities (TASC) contract, and/or any Technical Assistance Plan (TAP).
- (b) If requested by EPA, Respondents shall participate in community involvement activities, including participation in: (1) the preparation of information regarding

the RD Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site. Respondents' support of EPA's community involvement activities may include providing online access to deliverables to: (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity to provide feedback when requested by EPA. EPA may describe in its CIP Respondents' responsibilities for community involvement activities. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondents shall make Project Area-related data and information available to the public. EPA plans to coordinate its community outreach efforts with the Oregon Department of Environmental Quality.

- (c) Respondents will explore the possibility of participating in EPA's Superfund Job Training Initiative Program (SuperJTI) as it may relate to the RD Work or the Project Area. This program provides job training to communities affected by Superfund sites.
- (d) Respondents' CI Coordinator. Respondents shall, within 45 days of the Effective Date, designate and notify EPA of Respondents' Community Involvement Coordinator (Respondents' CI Coordinator). Respondents may hire a contractor for this purpose. Respondents' notice must include the name, title, and qualifications of the Respondents' CI Coordinator. Respondents' CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the RD Work or the Project Area.

3. REMEDIAL DESIGN

3.1 Sufficiency Assessment.

- (a) The Portland Harbor ROD Section 14.2.11 states that implementation of the Selected Remedy may need to be conducted in phases and/or work sequenced based on consideration of a range of factors including source control actions and recontamination potential. To evaluate source control actions and recontamination potential, a Sufficiency Assessment Report shall be submitted to EPA for comment and approval.

The objective of the Sufficiency Assessment is to evaluate upland (direct discharges, groundwater, river bank, overwater) and in-water sources of contaminants to determine whether they have been adequately investigated and sufficiently controlled or considered such that the RA can proceed. The Sufficiency Assessment will consider whether upland (direct discharges, groundwater, river bank, overwater) and in-water sources will adversely impact

the short- or long-term effectiveness of the proposed RA. The Sufficiency Assessment should be completed following the schedule deadlines in Section 6.2.

- (b) The Sufficiency Assessment shall consider potential impacts from a range of potential sources, including but not limited to:
 - (1) Upland pathways (direct discharges, groundwater, river bank, and overwater);
 - (2) In-water sources of recontamination;
 - (3) Resuspension of sediments from natural and anthropogenic activities;
 - (4) Factors that may impact sediment cap effectiveness;
 - (5) Potential future use for near shore land and in-water uses; and
 - (6) Other future conditions (e.g., climate change impacts) that may impact recontamination potential.

- (c) The components of the Sufficiency Assessment Report shall include:
 - (1) Description of the Project Area setting, the upland and in-water source areas being evaluated and an overview of the remainder of the report.
 - (2) A CSM that describes the geographically relevant upland (direct discharges, groundwater, river bank, and overwater) and in-water sources of contamination, contaminants of concern (COCs) and migration pathways into the Project Area.
 - (3) A summary of available information regarding the source control status of direct discharges, groundwater, river bank, and overwater sources of COCs into the Project Area that may affect achieving any of the remedial action objectives by comparing to ROD Table 17 cleanup levels and Table 21 RALs and PTW thresholds as one line of evidence; identification of any sources, COCs and pathways that have not been effectively addressed and could impact the RA; and identification of data gaps.
 - (4) A summary of in-water sources of COCs to the Project Area that may affect achieving any of the remedial action objectives. One line of evidence in this evaluation will be comparing to ROD Table 17 cleanup levels and Table 21 RALs and PTW Thresholds including a description of any proposed measures to address in-water sources including the timing and expected effectiveness of these measures.

- (5) An assessment of the degree to which the proposed remedy will address upland (direct discharges, overwater, groundwater, and river bank) and in-water sources of COCs to the Project Area.
- (6) An assessment of the degree to which changed future conditions (e.g., changes in land and waterway use and climate change) may affect recontamination potential at the Project Area.
- (7) The results of the Sufficiency Assessment that includes evaluation of the sufficiency of upland and in-water source controls to reduce the potential for recontaminating the selected remedy following implementation. The assessment will consider the general magnitude of any potential recontamination effects and discuss implications to the selected remedy for the Project Area. The discussion will also present the limitations of the assessment approaches and any remaining data gaps.
- (8) A sufficiency assessment summary table of upland sources (direct discharges, groundwater, river bank, and overwater) that explicitly identifies the potential sources and pathways at the Project Area and categorizes the status of each source using the outcome categories: (A) sources are sufficiently controlled; (B) sources are conditionally controlled; and (C) sources are not sufficiently assessed or controlled. A template table is provided in Attachment 2 of the SOW. Completing the sufficiency assessment summary table is a valuable exercise to ensure that there is consensus on the status of potential sources at the Project Area. The goal of this table is to serve as the basis for EPA's sufficiency determination in informing respondents whether cleanup can go forward and, if potential sources remain, how those sources should be integrated into the in-water design. The sufficiency assessment summary table shall be updated and included in the Pre-Final (95%) RD as a final check to ensure remedial construction can commence.
- (9) Description of how data gaps, if any, will be addressed.
- (10) Conclusions and Recommendations. The Sufficiency Assessment Report shall present conclusions and recommendations. Recommendations will be expressed as one of three potential outcomes:
 - (i) Sources are sufficiently controlled: the report recommends the specified area of sediment cleanup proceed based on reasonable confidence that the relevant recontamination potential is as minimal as possible.
 - (ii) Sources are conditionally controlled: the report recommends the specified area of sediment cleanup proceed so long as certain additional controls or oversight are implemented by the parties

responsible for the source(s) in a reasonable timeframe or that any area information gaps are considered.

- (iii) Sources are not sufficiently assessed or controlled: the report recommends that specified area of sediment cleanup not proceed until additional controls by the parties responsible for the source(s) have been implemented and assessed for effectiveness.

(11) References section listing each document cited in the report

- (d) The Sufficiency Assessment does not itself satisfy the requirements of the federal Clean Water Act, CERCLA or other authorities. For example, the owners and/or operators of a property or facility that has been evaluated for source control sufficiency for the in-water RA may still be required to take additional measures to meet water quality permit or upland cleanup requirements.

In the remedial design, post-construction monitoring will be designed to distinguish between recontamination and assessing whether the remedy is functioning as intended to demonstrate long-term performance of the remedy across appropriate temporal and spatial scales.

3.2 Pre-Design Investigation. The purpose of the PDI is to identify and address data gaps by conducting field investigations to develop the Basis of Design Report and RD Work Plan. Respondents shall be permitted to collect data they deem necessary to inform the Sufficiency Assessment and to complete the RD.

- (a) **Pre-Design Investigation Work Plan.** Respondents shall submit a Pre-Design Investigation Work Plan (PDIWP) for EPA comment and approval. The PDIWP must include:

- (1) An evaluation and summary of all available existing data, including baseline data within/near the Project Area, and description of data gaps for: preliminary sediment management area (SMA) delineation consistent with EPA's June 6, 2017 *Portland Harbor Superfund Site, Sampling Plan for Pre-Remedial Design, Baseline and Long-Term Monitoring*; CSM refinement consistent with Section 14.2 (*Post-ROD Data Gathering and Other Information Verification*) of the ROD; and application of ROD Figure 28 (*Technology Application Decision Tree*). This includes additional field investigations, that must be completed to support remedial design and to refine the Sufficiency Assessment and CSM. Data gap analysis will include:

- (i) Surface and subsurface contaminant concentrations;
- (ii) Surface water, sediment pore water and groundwater data;
- (iii) Bathymetry;

- (iv) Flood-rise analysis; and
 - (v) NAPL delineation, if applicable
- (2) A Project Area Field Sampling Plan, as described in ¶ 5.6(c) (Supporting Deliverables) of this SOW. The plan includes the details of the media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), number of samples, and a project schedule;
 - (3) A Project Area Quality Assurance Project Plan (QAPP) as described in ¶ 5.6(d) (Supporting Deliverables) of this SOW;
 - (4) A Project Area Health and Safety Plan (HASP), as described in ¶ 5.6(a) (Supporting Deliverables) of this SOW;
 - (5) A Project Area Emergency Response Plan as described in ¶ 5.6(b) (Supporting Deliverables) of this SOW; and
 - (6) A description of all necessary actions to ensure compliance with ¶ 3.12 (Off-Site Shipments) of this SOW.
- (b) **PDI Evaluation Report.** Following implementation of the PDI scope in the approved PDIWP, Respondents shall submit a PDI Evaluation Report for EPA comment and approval. This report must include:
- (1) Summary of the investigations performed;
 - (2) Summary of investigation results;
 - (3) Summary of validated data (i.e., tables and graphics); Data validation reports and laboratory data reports; Narrative interpretation of data and results consistent with data use objectives;
 - (4) Results of statistical and modeling analyses, if applicable;
 - (5) Photographs documenting the work conducted; and
 - (6) Conclusions and recommendations on whether the data are sufficient to complete the BODR.

3.3 Basis of Design Report (BODR) The purpose of the BODR is to refine the SMA, update the CSM and refine the technology assignments to the SMA consistent with the Decision Tree in Figure 28 of the ROD. Respondents shall submit a BODR for EPA comment and approval. This document will describe the objectives, overall approach, schedule, milestone check in points and specific elements of the BODR. The BODR will:

- (a) Summarize the results of the sufficiency assessment and whether potential sources of recontamination have been adequately investigated and controlled or considered such that the RA can proceed. The Sufficiency Assessment Report, or Addendum, that incorporates the PDI data will be updated and incorporated as an Appendix to the BODR;
- (b) Summarize existing site conditions and site factors which affect technology assignments including detailed reasonably anticipated future navigation and land use information and other data, as depicted in the Decision Tree, and refinement of the conceptual site model (CSM) pertaining to the Project Area;
- (c) Summarize design criteria applicable to the Project Area as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995) and consistent with Section 14.2.9 (*Design Requirements*) and Section 14.2.10 (*Performance Standards*) of the ROD;
- (d) Describe Decision Tree analysis and identify a preferred remedial approach based on consistency with the ROD for the Project Area;
- (e) Identify long-term monitoring and maintenance considerations for the Project Area;
- (f) Identify design studies for RD, if any, such as subsurface and surface sediment sampling that may be needed to address proposed remedial technology means and methods, and gather other information necessary for RD for the Project Area; and
- (g) Describe a sequencing plan as well as an overall schedule to complete the design studies, RD and RA for the Project Area.

3.4 RD Work Plan (RDWP). Respondents shall submit a RDWP for EPA comment and approval. The RDWP must include:

- (a) Plans for implementing all RD activities identified in this SOW, in the BODR, in the RDWP, or as required by EPA to be conducted to develop the RD for the Project Area;
- (b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;
- (c) Detailed reasonably anticipated future navigation and land use information and other data to inform the Decision Tree in Figure 28 of the ROD.
- (d) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) as necessary to implement the Work;

- (e) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- (f) Descriptions of any areas requiring clarification and/or anticipated problems, if any (e.g., data gaps);
- (g) Description of studies and design phases for any on-site transload facility to be used to transload dredged materials from the Project Area;
- (h) Description of any proposed supplemental PDI;
- (i) Description of any proposed treatability study;
- (j) Descriptions of any applicable permitting requirements and other regulatory requirements, if any;
- (k) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases, and/or easements; and
- (l) Updates of all supporting deliverables required to accompany the RDWP.

3.5 Meetings. Respondents shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA.

3.6 Treatability Study. If necessary, Respondents shall perform a Treatability Study (TS) to evaluate the effectiveness of a remedial technology (e.g., reactive cap).

- (a) Respondents shall submit a TS Work Plan (TSWP) for EPA comment and approval. Respondents shall prepare the TSWP in accordance with *EPA's Guide for Conducting Treatability Studies under CERCLA, Final* (Oct. 1992), as supplemented for RD by the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995).
- (b) Following completion of the TS, Respondents shall submit a TS Evaluation Report for EPA comment and approval.
- (c) EPA may require Respondents to supplement the TS Evaluation Report and/or to perform additional treatability studies.

3.7 Preliminary (30%) RD. Respondents shall submit a Preliminary (30%) RD for the Project Area for EPA's comment. The Preliminary RD must include:

- (a) Summarize the results of the sufficiency assessment. The sufficiency assessment is further described in ¶ 3.1 of this SOW.
- (b) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);

- (c) Preliminary drawings and specifications;
- (d) Descriptions of permit requirements, if applicable;
- (e) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009), and the information described in Appendix M of the Portland Harbor Feasibility Study (June 2016);
- (f) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA;
- (g) Updates of all supporting deliverables required to accompany the RDWP and the following additional supporting deliverables described in ¶ 5.6 (Supporting Deliverables): Institutional Controls Implementation and Assurance Plan; Waste Designation Memo; Biological Assessment; Clean Water Act Analysis; Project Area Monitoring Plan; Construction Quality Assurance/Quality Control Plan; Transportation and Off-Site Disposal Plan; O&M Plan; and O&M Manual.
- (h) Respondent will include design specifications for any transload facility to be used on-site for transferring dredged materials from the Project Area, including specifications and information for any transload-specific Applicable or Relevant and Appropriate Requirements that must be complied with to build and operate the transload facility. In addition, the design specifications must address the following: (1) location of transload operations; (2) identification of contaminated groundwater and soil within the foot print of the transload operations; and (3) plans to remove or remediate these contaminated media during construction of the transload facility, or an analysis of how the presence and operation of the transload facility will not inhibit or prevent implementation of ongoing source control measures and potential remedial measures identified in DEQ's pending upland Record of Decision for the Respondents' upland property. If an off-site transload facility will be used for dredged materials from the Project Area, Respondents must include permit application design information for approval.
- (i) Respondents shall coordinate with and obtain necessary information from owners of river banks and/or submerged lands that are within the Project Area. Such information shall include, but not be limited to, the owner's future anticipated river use that should be considered in the decision tree process and design, shipping schedules, and known buried infrastructure. The RD shall document in writing the landowners that were contacted and the information received for all properties in the Project Area.

3.8 Intermediate (60%) RD. Respondents shall submit the Intermediate (60%) RD for EPA's comment. The Intermediate RD must: (a) be a continuation and expansion of the Preliminary RD; (b) address EPA's comments regarding the Preliminary RD; and (c) include the same elements as are required for the Preliminary (30%) RD.

3.9 Pre-Final (95%) RD. Respondents shall submit the Pre-final (95%) RD for EPA's comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Intermediate RD. The Pre-final RD will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's MasterFormat 2016;
- (b) Survey and engineering drawings showing existing Project Area features, such as elements, property borders, easements, and Project Area conditions;
- (c) Pre-Final versions of the same elements and deliverables as are required for the Intermediate RD;
- (d) A specification for photographic documentation of the RA; and
- (e) Updates of all supporting deliverables required to accompany the Preliminary (30%) RD, including an updated sufficiency assessment summary table per ¶ 3.1(c)(8) as a final check to ensure remedial construction can commence.

3.10 Final (100%) RD. Respondents shall submit the Final (100%) RD for Area B for EPA approval. The Final RD must address EPA's comments on the Pre-final RD and must include final versions of all Pre-final deliverables.

3.11 Emergency Response and Reporting

- (a) **Emergency Response and Reporting.** If any event occurs during performance of the RD Work that causes or threatens to cause a release of Waste Material on, at, or from the Project Area and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 3.11(c)) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.
- (b) **Release Reporting.** Upon the occurrence of any event during performance of the RD Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall immediately notify the National Response Center (phone 1-800-424-8802) and authorized EPA officer orally.

- (c) The “authorized EPA officer” for purposes of immediate oral notifications and consultations under ¶ 3.11(a) and ¶ 3.11(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA Emergency Response Unit, Region 10 (if neither EPA Project Coordinator is available).
- (d) For any event covered by ¶ 3.11(a) and ¶ 3.11(b), Respondents shall: (1) within 14 days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 3.11 are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

3.12 Off-Site Shipments

- (a) Respondents may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Respondents obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).
- (b) Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility’s state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the notice as soon as practicable after the award of the contract and before the Waste Material is shipped.
- (c) Respondents may ship Investigation Derived Waste (IDW) from the Project Area to an off-site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA’s *Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the ROD. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the

requirements for an exemption from RCRA under 40 CFR § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

4. REPORTING

4.1 Progress Reports. Commencing with the quarter following the Effective Date of the Settlement and until issuance of Notice of Work Completion pursuant to Section XXVIII of the Settlement, Respondents shall submit progress reports to EPA on a quarterly basis, or as otherwise requested by EPA. The reports must cover all activities that took place during the prior reporting period, including:

- (a) The actions that have been taken toward achieving compliance with the Settlement;
- (b) A summary of all results of validated sampling, tests, and all other data received or generated by Respondents;
- (c) A list of all deliverables that Respondents submitted to EPA;
- (d) A list of all activities scheduled for the next quarter;
- (e) Information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A list of any modifications to the work plans or other schedules that Respondents have proposed or that have been approved by EPA; and
- (g) A list of all activities undertaken in support of the CIP during the reporting period and those to be undertaken in the next quarter.

4.2 Notice of Progress Report Schedule Changes. If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 4.1(d), changes, Respondents shall notify EPA of such change at least seven days before performance of the activity.

5. DELIVERABLES

5.1 Applicability. Respondents shall submit all deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. ¶ 5.2 (In Writing) through 5.4 (Formatting Specifications) apply to all deliverables. ¶ 5.5 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.

5.2 In Writing. All deliverables under this SOW must be in writing unless otherwise specified.

5.3 General Requirements for Deliverables

- (a) Except as otherwise provided in this SOW, Respondents shall direct all deliverables required by this SOW to the EPA Project Coordinator: Hunter Young, Remedial Project Manager, Superfund and Emergency Management Division, U.S. Environmental Protection Agency, Oregon Operations Office, 805 SW Broadway Ste 500, Portland, OR 97205-3331, phone 503-326-5020, email young.hunter@epa.gov.
- (b) All deliverables provided to the State and tribal representatives in accordance with ¶ 7 (State and Tribal Participation) shall be directed to
- David Lacey and Sarah Greenfield, Department of Environmental Quality, Northwest Region Portland Office, 700 NE Multnomah St. Ste 600, Portland, OR 97232-4100, (503) 229-5354 (David Lacey), david.j.lacey@state.or.us, (503) 229-5445 (Sarah Greenfield), Sarah.GREENFIELD@state.or.us
 - The Five Tribes (individual tribal contacts may be updated as necessary):
 - c/o Gail French Fricano, IEc, Industrial Economics, Incorporated, 2067 Massachusetts Ave., Cambridge, MA 02140, (617) 354-0074, GFricano@indecon.com
 - c/o Courtney Johnson (for Nez Perce Tribe), Crag Law Center, 3141 E. Burnside St., Portland, OR 97214, (503) 525-2728, courtney@crag.org
 - Laura Shira, Yakama Nation Fisheries, Post Office Box 151, Toppenish, WA 98948, (509) 985-3561, shil@yakamafish-nsn.gov.
- (c) All deliverables must be submitted by the deadlines in the RD Schedule and RDWP, as applicable. Respondents shall submit all deliverables to EPA in electronic form, e.g. email pdfs and/or maintain file transfer protocol (ftp) sites as requested by EPA. Formatting specifications for sampling and monitoring data and spatial data are addressed in ¶ 5.4. All other deliverables shall be submitted to EPA in the electronic form specified by the EPA Project Coordinator. If any deliverable includes maps, drawings, or other exhibits that are larger than 11” by 17”, Respondents shall also provide EPA with paper copies of such exhibits.

5.4 Formatting Specifications

- (a) Sampling and monitoring data should be submitted in standard regional Electronic Data Deliverable (EDD) format (Attachment 1 of the SOW). Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes. All data must be formatted such that they can be easily uploaded to the Portland Harbor Superfund Site database (e.g., Scribe). Reports shall be submitted in a format approved by EPA, such as in pdf format

with all metadata inserted, 508 tagging done to the extent practicable, in one file per deliverable (versus many), and include bookmarks to the extent practicable to enhance readability.

- (b) Spatial data, including spatially-referenced data and geospatial data, shall be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum, consistent with the format used for such submissions in the RI/FS for the Portland Harbor Superfund Site or as approved by EPA. If applicable, submissions shall include the collection method(s). Projected coordinates may optionally be included but must be documented (four aspects include projection, zone, datum, and units). Spatial data shall be accompanied by metadata, and such metadata shall be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://www.epa.gov/geospatial/epa-metadata-editor>. Respondents are required to upload data collected to EPA's Scribe environmental data management tool or other tool as prescribed by EPA.
- (c) Each file must include an attribute name for each Project Area unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Project Area.

5.5 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing. If EPA intends to disapprove a submission in whole or in part, prior to a disapproval notice being sent, EPA shall informally notify Respondents of the intention to disapprove, and allow Respondents two weeks to provide additional information or explanation for EPA's reconsideration.
- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the RD

Work; and (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 5.5(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 5.5(a) Respondents shall, within 45 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (5) any combination of the foregoing.
- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 5.5(a) (Initial Submissions) or ¶ 5.5(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the Settlement; and (2) Respondents shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 5.5(a) or ¶ 5.5(b) does not relieve Respondents of any liability for stipulated penalties under Section XVII (Stipulated Penalties) of the Settlement.

5.6 Supporting Deliverables. Respondents shall submit each of the following supporting deliverables for EPA comment and approval, except as specifically provided. Respondents shall develop the deliverables in accordance with all applicable regulations, guidance, and policies (see ¶ 8 (References)). Respondents shall update each of these supporting deliverables as necessary or appropriate during the RD Work, and/or as requested by EPA. Supporting deliverables to each deliverable are specified in the schedule of ¶ 6.2.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by implementing the RD Work. Respondents shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP required by this RD SOW should cover RD activities. (Updates by the RA Respondents may be needed for RA activities and after RA completion.) EPA does not approve the HASP but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency during

performance of the RD Work at the Project Area (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:

- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 3.11(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of all necessary actions to ensure compliance with ¶ 3.11(a) (Emergency Response and Reporting) of the SOW in the event of an occurrence during the performance of the RD Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all sample collection activities. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. Respondents shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988) and the Site's December 23, 2019 *Remedial Design Guidelines and Considerations* document. The description of data gaps as required in Section 3.2(a)(1) will serve as the basis for the sample collection activities in the FSP and will start from the SMAs identified in the evaluation and summary of all existing data set forth in ¶ 3.2(a)(1). The lateral and vertical extent of contamination exceeding RALs and PTW thresholds will be delineated to the Project Area boundaries both upstream and downstream. The lateral and vertical extent of contamination into the navigation channel is not bound by the Project Area boundary on that side, but rather must be delineated to no more than half the distance across the navigation channel.

- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and addresses sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of Respondents' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. Respondents shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R- 5, EPA/240/13-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R-02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3, EPA/505/13-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:
- (1) To ensure that EPA and its authorized representative have reasonable access to laboratories used by Respondents in implementing the Settlement (Respondents' Labs);
 - (2) To ensure that Respondents' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that Respondents' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis*, ILM05.4 (Dec. 2006); *USEPA Contract Laboratory Program Statement of Work for Organic Analysis*, SOM01.2 (amended Apr. 2007); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM01.2 (Jan. 2010) or other methods acceptable to EPA;
 - (4) To ensure that Respondents' Labs participate in an EPA-accepted QA/QC program or other QA/QC program acceptable to EPA;
 - (5) For Respondents to provide EPA with notice at least 28 days prior to any sample collection activity;
 - (6) For Respondents to provide split samples and/or duplicate samples to EPA upon request;
 - (7) For EPA to take any additional samples that it deems necessary;
 - (8) For EPA to provide to Respondents, upon request, split samples and/or duplicate samples in connection with EPA's oversight sampling;
 - (9) For Respondents to submit to EPA all sampling and tests results and other data in connection with the implementation of the Settlement.
- (e) **Draft Institutional Controls Implementation and Assurance Plan.** Institutional controls (ICs) at the Project Area will be implemented to: (1) protect

human health and the environment by limiting exposure to contamination left in place; and (2) protect the long-term integrity of the engineered components of the Selected Remedy. The City of Portland and State of Oregon will develop a Site-wide Institutional Control Implementation and Assurance Plan (ICIAP). Respondents will develop a Project Area-specific ICIAP during RD which will, at a minimum, identify the Project Area ICs that will be implemented during RA; plans to implement, maintain, and enforce the ICs; and the parties responsible for implementing and monitoring each IC necessary at the Project Area, consistent with Section 14.2.6 (*Institutional Controls*) of the ROD. Implementation of ICs is not within the scope of this Settlement. Upon approval by EPA of the draft Project Area-specific ICIAP, Respondents will provide it to the City and State for incorporation into the site-wide ICIAP. The ICIAP shall be developed in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, and EPA/540/R-09/001 (Dec. 2012) and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012) or as amended or superseded. The ICIAP must include the following additional requirements:

- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests; and
- (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) Survey guidelines and certified by a licensed surveyor.

Among others, three types of ICs have been proposed for the Site that may be used at the Project Area: (1) Fish Advisories and Educational Outreach; (2) Waterway Use Restrictions or Regulated Navigation Areas (RNAs); and (3) Land Use/Access Restrictions.

- (f) **Waste Designation Memo.** The waste designation memo, if appropriate, will describe the characterization of any RCRA wastes (evaluated as part of the RD) and present the data needs necessary to arrange for the offsite disposal of the wastes at an appropriate facility.
- (g) **Biological Assessment (BA).** The Respondents shall include a Project Area BA or a supplement to EPA's programmatic Site-wide BA for the preferred alternative as needed to help facilitate National Oceanic and Atmospheric Administration (NOAA) consultation on substantive requirements for the project, as well as a Clean Water Act (CWA) memorandum, to include time for Agency reviews and any necessary revision. The BA shall identify the presence of threatened, endangered, and proposed or candidate species, or their habitat, within

the vicinity of the Project Area and shall comply with the substantive requirements of the Endangered Species Act. The BA shall characterize baseline conditions of existing habitat; address potential project impacts that the remedy may have on these species, their habitat, and their food stocks; and describe best management practices and conservation measures designed to avoid or minimize any negative impacts.

- (h) **Clean Water Act Analysis.** Respondents shall submit a memorandum that provides sufficient information to demonstrate compliance of the proposed RA at the Project Area with the substantive requirements of Section 404(b)(1) and other applicable sections of the CWA. The memorandum shall supplement the information from the Feasibility Study gathered regarding, long- and short-term impacts from the RA at the Project Area, minimization of adverse effects, compliance with the ROD, and an analysis of the need for any mitigation.

- (i) **Project Area Monitoring Plan.** The purpose of the Project Area Monitoring Plan (PAMP) is to obtain baseline information regarding the extent of contamination in affected media at the Project Area; to obtain information, through short- and long- term monitoring, about the movement of and changes in contamination throughout the Project Area, before and during implementation of the RA; to obtain information regarding contamination levels to determine whether Performance Standards (PS) are achieved; and to obtain information to determine whether to perform additional actions, including further Project Area monitoring. As appropriate, approved data from Project Area Pre-RD and RD sampling and Site-wide baseline data may be used in the PAMP. The PAMP must include:
 - (1) Description of the environmental media to be monitored;
 - (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Project Area-related requirements;
 - (4) Description of verification sampling procedures;
 - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies; and
 - (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that

results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).

- (j) **Draft Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance/Quality Control Plan (CQA/QCP) is to describe planned and systemic activities that provide confidence and that verify that the RA construction will and do satisfy all plans, specifications, and related requirements, including quality objectives. Respondents shall develop a draft CQA/QCP during the RD that provides sufficient information for contractor bidding, with the final to be developed during the RA (CQA/QCP technical requirements will be included in the Technical Specifications as part of the RD). The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the PS required to be met to achieve Completion of the RA;
 - (3) Describe the activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;
 - (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (7) Describe procedures for documenting all CQA/QCP activities; and
 - (8) Describe procedures for retention of documents and for final storage of documents.
- (k) **Transportation and Off-Site Disposal Plan.** The Transportation and Off-Site Disposal Plan (TODP) describes plans to ensure compliance with ¶ 3.12 (Off-Site Shipments). The TODP must include:
- (1) Proposed routes for off-site shipment of Waste Material;
 - (2) Identification of communities affected by shipment of Waste Material; and
 - (3) Description of plans to minimize impacts on affected communities.

- (1) **Draft O&M Plan.** The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. Respondents shall develop a draft O&M Plan in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017) that provides sufficient information for contractor bidding, with the final to be developed during the RA. The O&M Plan must include the following additional requirements:
 - (1) Description of PS required to be met to implement the ROD;
 - (2) Description of activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (3) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;
 - (4) Description of corrective action in case of systems failure, including: (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve PS; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and
 - (5) Description of corrective action to be implemented in the event that PS are not achieved; and a schedule for implementing these corrective actions.

6. SCHEDULES

6.1 Applicability and Revisions. The following schedule provides a RD timeline under which all deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the schedule set forth below.¹ The schedule identifies deliverables that may be able to be developed concurrently for efficiency, Respondents may submit proposed revised schedules for EPA approval. Upon EPA's approval, the revised schedules supersede the schedule set forth below, and any previously-approved schedule. Figure 1 presents EPA's version of an optimized RD timeline.

¹ All deadlines calculated by calendar days. In computing any period of time under this SOW, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the next working day.

6.2 Schedule

| | Description of Deliverable | Included Supporting Deliverable | ¶ Ref. | Deadline |
|----|--|---------------------------------|--------|---|
| | Notification of Respondents' CI Coordinator | | 2.1(d) | Within 45 days of the Effective Date |
| 1a | Draft Sufficiency Assessment Report | | 3.1 | 90 days after Respondents' identification of Respondents' Supervising Contractor ² |
| 1b | Revised Draft Sufficiency Assessment Report | | 3.1 | 45 days after EPA's comments on the Draft Sufficiency Assessment Report |
| 2a | Draft PDI Work Plan | FSP, QAPP, HASP, ERP | 3.2(a) | 120 days after Respondents' identification of Project Coordinator and Supervising Contractor |
| 2b | Final PDI Work Plan | Same as above | 3.2(a) | 45 days after EPA's comments on the Draft PDI Work Plan |
| 3a | Draft PDI Evaluation Report | | 3.2(b) | As set forth in the approved PDI Work Plan |
| 3b | Final PDI Evaluation Report | | 3.2(b) | As set forth in the approved PDI Work Plan |
| 4a | Draft BODR and Updated Sufficiency Assessment Report | | 3.3 | 120 days after EPA approval of the Final PDI Evaluation Report |
| 4b | Final BODR and Updated Sufficiency Assessment Report | | 3.3 | 45 days after EPA's comments on the Draft BODR |
| 5a | Draft RDWP | BA, CWA Analysis | 3.4 | 90 days after EPA's approval on the Final BODR |
| 5b | Final RDWP | Same as above | 3.4 | 45 days after EPA's comments on the Draft RDWP |
| 6a | Draft Treatability Study Work Plan (if required) | | 3.6(a) | As set forth in the draft RDWP |
| 6b | Final Treatability Study Work Plan (if required) | | 3.6(a) | As set forth in the draft RDWP |
| 7a | Draft Treatability Study Evaluation Report (if required) | | 3.6(b) | As set forth in the approved final RDWP |
| 7b | Final Treatability Study Evaluation Report (if required) | | 3.6(b) | As set forth in the approved Final RDWP |

² Preparation of these deliverables can occur concurrently for an efficient RD schedule. An example showing EPA's expectations for an optimized RD timeline is shown in **Figure 1**.

| | | | | |
|----|----------------------------------|--|------|---|
| 8 | Preliminary (30%) RD | All remaining supporting deliverables described in ¶ 5.6 | 3.7 | As set forth in the approved Final RDWP |
| 9 | Intermediate (60%) RD for Area B | Same as above and updated sufficiency assessment summary table | 3.8 | As set forth in the approved Final RDWP |
| 10 | Pre-final (95%) RD for Area B | Same as above and updated sufficiency assessment summary table | 3.9 | As set forth in the approved Final RDWP |
| 11 | Final (100%) RD for Area B | Same as above | 3.10 | As set forth in the approved Final RDWP |
| 12 | Progress Reports | | 4.1 | Quarterly |

7. STATE AND TRIBAL PARTICIPATION

7.1 Copies. Respondents shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the Oregon Department of Environmental Quality and Tribal Governments identified in the Settlement. EPA shall be responsible for coordinating comments with DEQ and the Tribal Governments to meet the review schedule and shall incorporate DEQ and Tribal comments into EPA comments so that Respondents receives a single set of comments. Respondents are not obligated to address comments that would modify information in deliverables previously approved by EPA (unless such comments are directed to material errors or to changes in circumstances discovered through new information that would adversely affect the performance of the designed remedy). Upon submitting a deliverable to EPA, Respondents shall copy other agency Memorandum of Understanding partners (Oregon Department of Fish and Wildlife, NOAA, and U.S. Department of the Interior). EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Respondents, send a copy of such document to the State and Tribes and the agency partners.

7.2 Review and Comment. DEQ and the Tribal Governments identified in the Settlement will have a reasonable opportunity for review and comment prior to:

- (a) Any EPA approval or disapproval under ¶ 5.5 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval, and
- (b) Any disapproval of, or Notice of Work Completion under, Section XXVIII of the Settlement (Notice of Work Completion).
- (c) Any modifications of this SOW or related deliverables under ¶ 18 and Section XXVII of the Settlement.

8. REFERENCES

- 8.1** The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 8.2:
- (a) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G 89/004 (Oct. 1988).
 - (b) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
 - (c) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
 - (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
 - (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr. 1990).
 - (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
 - (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
 - (h) Permits and Permit “Equivalency” Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
 - (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R 92/071A (Nov. 1992).
 - (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
 - (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995). Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
 - (l) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
 - (m) Operation and Maintenance in the Superfund Program, OSWER 9200.1-37FS, EPA/540/F-01/004 (May 2001).

- (n) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (o) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (p) Quality Systems for Environmental Data and Technology Programs -- Requirements with Guidance for Use, ANSI/ASQ E4-2004 (2004).
- (q) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (r) Superfund Community Involvement Handbook, EPA/540/K-05/003 (Apr. 2005).
- (s) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/13-06/001 (Feb. 2006).
- (t) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/13-01/003 (Mar. 2001, reissued May 2006).
- (u) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/13-01/002 (Mar. 2001, reissued May 2006).
- (v) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).
- (w) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).
- (x) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at <https://www.epa.gov/geospatial/geospatial-policies-and-standards> and <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (y) Principles for Greener Cleanups (Aug. 2009), available at <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (z) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).
- (aa) Clean Water Act Section 404(b)(1) Guidelines (40 CFR 230), (July 2010), <https://www.epa.gov/cwa-404/section-404b1-guidelines-40-cfr-230>.
- (bb) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).

- (cc) Construction Specifications Institute's MasterFormat 2016, available from the Construction Specifications Institute, <https://www.csiresources.org/practice/standards/masterformat>.
- (dd) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012).
- (ee) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (ff) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (gg) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), <http://www.epaosc.org/HealthSafetyManual/manual-index.htm>.
- (hh) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (ii) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017).
- (jj) USEPA Portland Harbor Superfund Site, Sampling Plan for Pre-Remedial Design, Baseline and Long-Term Monitoring (June 2017)

8.2 A more complete list may be found on the following EPA Web pages:

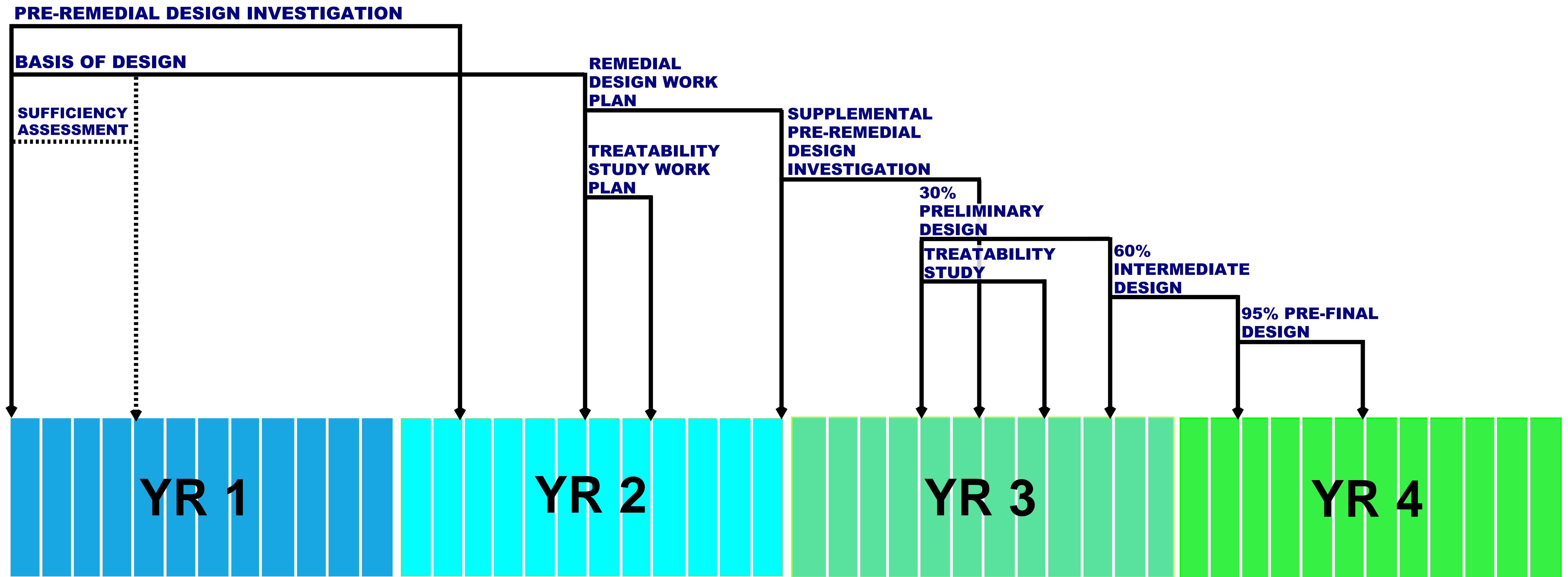
Laws, Policy, and Guidance <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>

Test Methods Collections <https://www.epa.gov/measurements/collection-methods>

8.3 For any regulation or guidance referenced in the Settlement or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

Figure 1

Optimized Remedial Design Timeline



* Current schedule allows 2.5 months for PRPs to create initial draft of RDWP and 30% RD along with 3.5 months for EPA/partner review and comments. The 3.5 months includes a review/comment cycle of the initial draft document by EPA and TCT, development of the draft final document by PRP, and a final review by EPA. This review process will be shortened for the 60% RD and 95% RD as EPA expects the PRPs to have incorporated EPA comments from the 30% RD.

FIGURE 1. OPTIMIZED REMEDIAL DESIGN TIMELINE

Attachment 1

**Program Data Management Plan for Portland Harbor Including Electronic Data
Deliverable Format**

Program Data Management Plan

Portland Harbor Remedial Design Investigation Portland Harbor Superfund Site

Prepared by
U.S. Environmental Protection Agency Region 10
August 2018



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Appendices

- Appendix A – Required Data Elements**
- Appendix B – Data Element Valid Values**
- Appendix C – Data Management Conceptual Model**

Definitions and Acronyms

| | |
|------------|--|
| ASASOC | Administrative Settlement Agreement and Order on Consent |
| DMP | data management plan |
| EDD | electronic data deliverables |
| EPA | U.S. Environmental Protection Agency |
| ERT | EPA Emergency Response Team located in Edison, NJ |
| HUC | hydrologic unit code |
| ID | identification |
| ODEQ | Oregon Department of Environmental Quality |
| PHSS | Portland Harbor Superfund Site |
| RPM | Remedial Project Manager (EPA Region 10) |
| Scribe | data management application (created for ERT) |
| Scribe.NET | web-based portal for archiving Scribe project files and data |

1.0 Introduction

To ensure that environmental data collected at the Portland Harbor Superfund Site (PHSS) adhere to specific standards and practices, a programmatic level data management plan (DMP) was developed that provides guidance and data requirements for the various parties involved with the pre-design and design related data collection activities. While this DMP is a standalone document, it is to be used in concert with the Administrative Settlement Agreement and Order on Consent (ASAOC) statement of work, Region 10 data management plan, and the respective quality management plans developed for each performing party sampling effort.

1.1 Site Background

The site is located along the lower reach of the Willamette River in Portland, Oregon, and extends from approximately river mile 1.9 to 11.8. While the site is extensively industrialized, it is within a region characterized by commercial, residential, recreational, and agricultural uses. Land use along the lower Willamette River in the site includes marine terminals, manufacturing, other commercial operations, public facilities, parks, and open spaces. The State of Oregon owns certain submerged and submersible lands underlying navigable and tidally influenced waters. The ownership of submerged and submersible lands is complicated and has changed over time.

This lower reach was once a shallow, meandering portion of the Willamette River but has been redirected and channelized via filling and dredging. A federally maintained navigation channel, extending nearly bank-to-bank in some areas, doubles the natural depth of the river and allows transit of large ships into the active harbor. Much of the river bank contains overwater piers and berths, port terminals and slips, and other engineered features. While a series of dams in the upper Willamette River watershed moderate's fluctuations of flow in the lower portions of the river, flooding still occurs approximately every 20 years, with the last occurring in 1996.

Armoring to stabilize banks covers approximately half of the harbor shoreline, which is integral to the operation of activities that characterize Portland Harbor. Riprap is the most common bank-stabilization measure. However, upland bulkheads and rubble piles are also used to stabilize the banks. Seawalls are used to control periodic flooding as most of the original wetlands bordering the Willamette in the Portland Harbor area have been filled. Some river bank areas and adjacent parcels have been abandoned and allowed to revegetate, and beaches have formed along some modified shorelines due to relatively natural processes.

Development of the river has resulted in major modifications to the ecological function of the lower Willamette River. However, several species of invertebrates, fishes, birds, amphibians, and mammals, including some protected by the Endangered Species Act, use habitats that occur within and along the river. The river is also an important rearing site and pathway for migration of anadromous fishes, such as salmon and lamprey. Various recreational fisheries, including salmon, bass, sturgeon, crayfish, and others, are active within the lower Willamette River.

1.2 Objective and Scope

The objective of this DMP is to ensure that environmental data and supporting information are collected and managed in a manner that preserves, protects, and makes the information available to all stakeholders, performing parties, and other affected groups. This DMP applies to data and

information collected in support of the PHSS by the performing party's activities as related to the remedial design effort and per the individual ASAOC. While it does not cover all information (e.g., photos, field logs) that is managed for specific projects, it is intended to address those types of data deemed critical to decision making for the site. Appendix C provides a conceptual model depicting the comprehensive approach to the management of data derived from previous and future studies at the PHSS. The subsections below identify the general data categories, performing parties collecting environmental data, and major sampling activities.

1.2.1 Data Categories

This plan identifies standard data elements and data management processes for the following data categories:

- Project identification information
- Environmental sampling data
- Locational data

The individual data elements for each of these categories represent the minimal amount of information that is needed for project specific decision making and data sharing among stakeholders and performing parties. These are further identified in the Data Management section.

1.2.2 Major Stakeholder Groups

The major stakeholder groups have been identified as those groups who are actively involved in site-wide planning and environmental data collection and sharing for this site. The major stakeholders include signatories to the 2001 Memorandum of Understanding, performing parties, and community groups:

- Memorandum of understanding members
 - U.S. Environmental Protection Agency (EPA) Region 10
 - Oregon Department of Environmental Quality
 - Confederated Tribes and Bands of the Yakama Nation
 - Confederated Tribes of the Grand Ronde Community of Oregon
 - Confederated Tribes of Siletz Indians
 - Confederated Tribes of the Umatilla Indian Reservation
 - Confederated Tribes of the Warm Springs Reservation of Oregon
 - Nez Perce Tribe
 - National Oceanic and Atmospheric Administration
 - Oregon Department of Fish and Wildlife
 - U.S. Department of the Interior
- Performing Parties (these are typically potentially responsible parties)
- Primary community groups
 - Community Advisory Group
 - Willamette Riverkeeper
 - Portland Harbor Community Advisory Group

1.2.3 Remedial Design Sampling Activities

For the remedial design efforts, a performing party would implement an investigation to supplement existing site-wide data to inform and support remedial design.

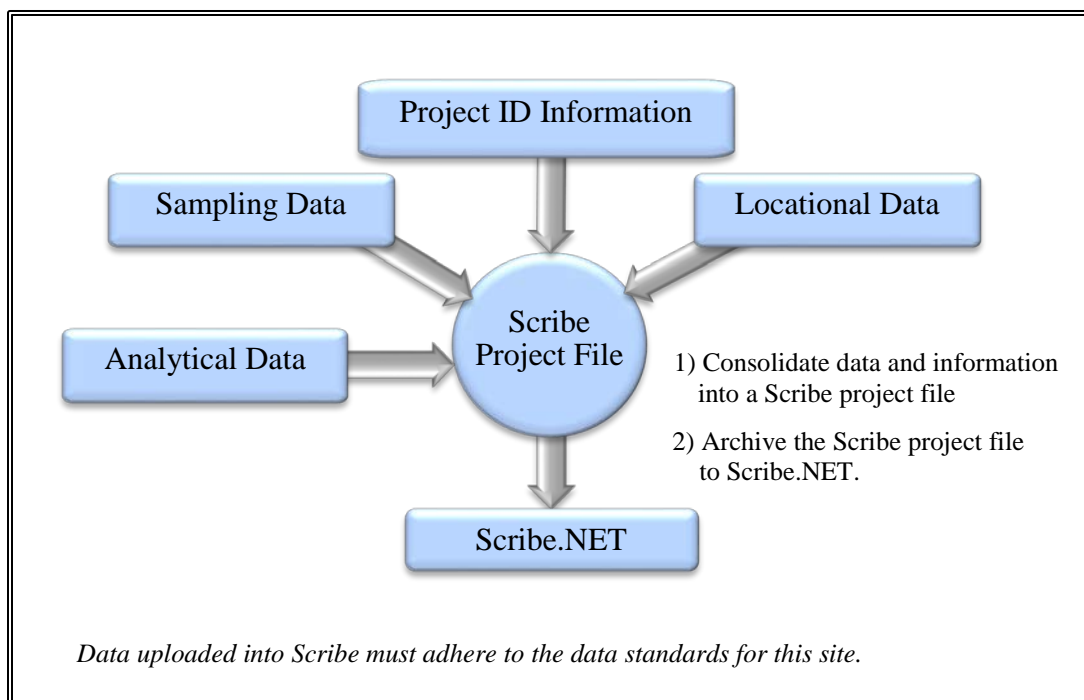
The following types of sample collection activities may be completed as specified in each respective EPA-approved sampling plan submitted by performing parties:

- Surface sediment sampling
- Fish tissue sampling
- Surface water sampling
- Sediment coring
- Soil sampling
- Porewater sampling

2.0 Data Management

Effective data management among the Portland Harbor performing parties relies upon delivery of data to a central repository using a common data management platform. The platform selected for the PHSS is Scribe, and the repository is the Region 10 subscription to Scribe.NET. Although individual performing parties may have diverse data management systems, the Scribe software and Scribe.NET repository is required for consolidation and access to project information, sampling data, and applicable locational data for each sampling activity. For many projects Scribe will already be in use for managing environmental samples. In those cases, the same Scribe project files can be used to document the project information, receive the sampling data, and publish the complete set of information to Scribe.NET. A simplified data flow for the Scribe data management process is illustrated on Figure 1. The Scribe Project ID is required for each data set and is provided by the EPA Scribe.NET Data Coordinator. Sampling Data comprises sample nomenclature identification, temporal data, and details specific to the sampling event. Locational Data comprise the spatial information for each sample.

Independent of the Scribe and Scribe.NET repository, a site-wide repository is being developed by the State of Oregon to capture and provide access to comprehensive Portland Harbor data. Appendix C provides a conceptual model depicting the comprehensive approach to the management of data derived from previous and future studies as a part of the PHSS.

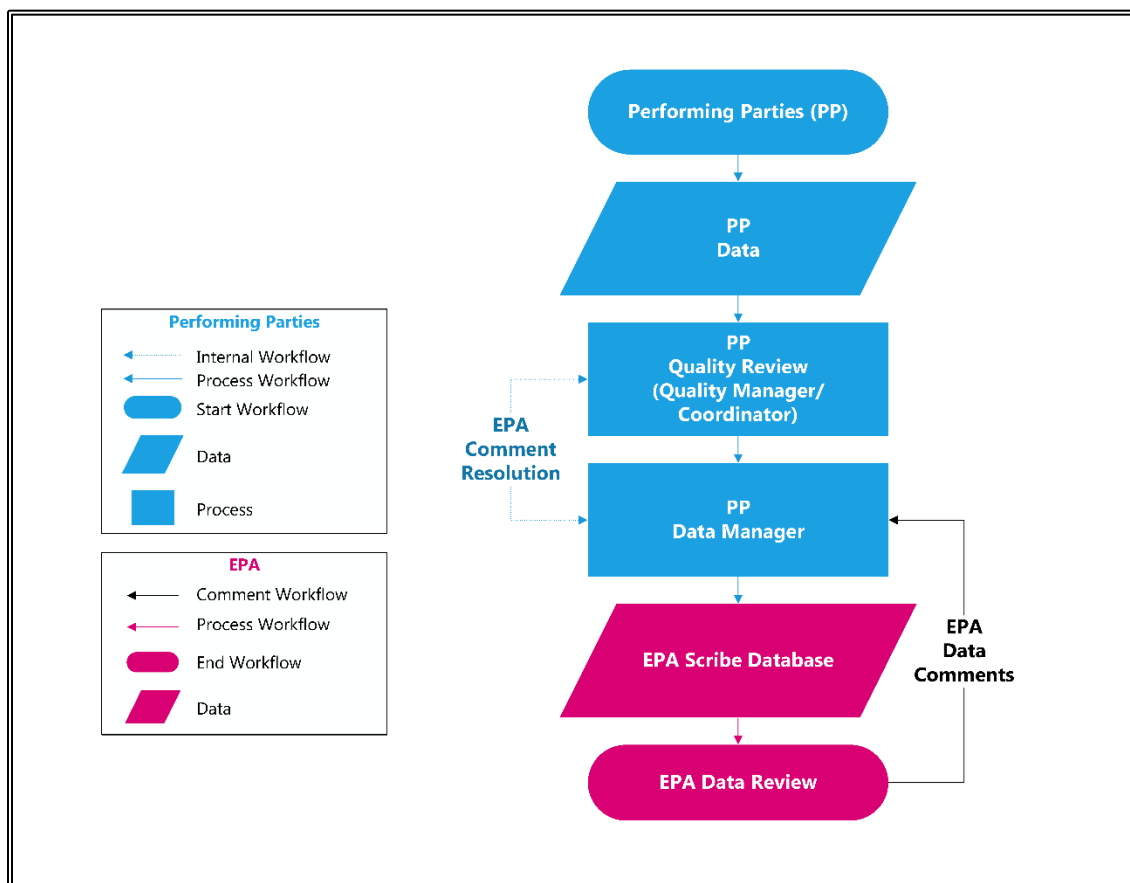
Figure 1. Data Flow and Archiving for Scribe

2.1 Data Management Platform

The data management platform selected for the PHSS is Scribe. This software is based on a Microsoft database and is available for download (www.ert.org). In addition to the Scribe software, an EPA Region 10 template, which contains the required data fields, data lists, and validation criteria, needs to be downloaded and installed. For each project, a Scribe project file is created. Here, the project-specific information is entered, which identifies both the performing party or group conducting the sampling and the type of sampling activity performed.

2.2 Roles and Responsibilities

The major roles and responsibilities for data management are identified for the performing parties in addition to the role of the data manager within each organization. The performing parties will be responsible for their own in-house data management but will designate a “data manager” who will fill the role as defined within this DMP. Figure 2 provides an overview of the workflow between EPA Region 10 and the performing parties.

Figure 2. Process Workflow

2.2.1 Performing Parties

EPA Region 10 has the primary responsibility for oversight of all sampling and monitoring activities. EPA has identified the minimal data elements and data delivery requirements that would allow it to achieve its oversight goals and share data among the other stakeholders, performing parties, and community groups. Each of the performing parties is responsible for collecting the necessary data elements covered under their respective sampling activity as approved by EPA, and providing that information to EPA by submitting electronic data deliverables (EDD's) or entering or uploading the information into a Scribe project file, and publishing (archiving) the complete file to Scribe.NET. Coordination with EPA and the Oregon Department of Environmental Quality (ODEQ) is required to ensure data requirements for a sampling event are met. To accomplish this task on a project-specific basis, the performing party will need:

- DMPs to cover their respective sampling activities
- A data manager designated to complete the Scribe project file or EDD's

Details regarding the roles and responsibilities of the data manager are provided in the following section.

2.2.2 Data Manager

Each of the performing parties will need to designate a data manager to create the EDD submittals or create and manage the Scribe project file and upload the file to Scribe.NET. Regardless of the

data management system each performing party utilizes, a Scribe EDD or Scribe project file is required for consolidation and archiving of the project data to a designated national server. The major responsibilities of the data manager are:

- Creation of EDD submittals or the Creation of the Scribe project file
- Coordination with EPA and/or ODEQ regarding all data matters.
- Participation in the Portland Harbor data management coordination calls for ongoing discussion and updates or suggested revisions to this DMP

Designation and training for the data manager can be coordinated with the EPA's Regional Scribe.NET Data Coordinator if direct use of Scribe project files is planned. Web training sessions are also available from the EPA Emergency Response Team (ERT) on a regular basis. To begin, the data manager will need to go to the ERT website (www.ert.org) and download on to their computer:

- Scribe (Version 3.9.4 or current)
- EPA Region 10 Scribe template

Once these have been installed, the EPA Region 10 template will need to be selected during the startup of Scribe after which it will become the default template for future projects. As a security measure, once a Scribe project file has been started, it stays locked to the originating computer until it has been relinquished by the data manager. Data and information can be uploaded into Scribe via an import wizard or hand entered through the user interface. During use, it is a recommended practice to regularly back up the Scribe project file to Scribe.NET to preserve the information in the event the originating computer is lost, stolen, or experiences a system failure.

It is anticipated that there will be no coordination with respect to the EPA regional laboratory program for any of the sampling events conducted by any performing party. Section 2.2.4 describes how contact may be made to discuss specific requirements regarding Scribe EDD submittals and/or Region 10 Scribe template.

2.2.3 EPA Remedial Project Managers

EPA's oversight of the performing parties at the Portland Harbor site resides with EPA's Superfund Remedial Project Managers (RPM). The RPM will work directly with the performing parties on the direction and type of environmental sampling activities conducted. This includes data quality objective development; approval of sampling plans; and acceptance of sampling reports, assessments, and data for entry into the agency's administrative record. Central to this role is the identification of critical data needs on each approved sampling activity at each sediment management area. In addition, the RPM will participate in the Portland Harbor data management calls and coordinate with the performing party's data manager for refinements to the DMP if needed.

2.2.4 EPA Regional Scribe.NET Data Coordinator

The EPA Scribe.NET Data Coordinator (to be determined) is the project's EPA Scribe data management point of contact and reviews all EPA Region 10 Scribe deliverables for adherence to the EPA Region 10 DMP.

As part of the Portland Harbor data management coordination calls, the EPA Scribe.NET Data Coordinator will communicate with all performing parties regarding all data issues related to the management of data, Scribe EDD submittals and/or Scribe templates. The coordinator will also be the central point of contact for all technical information and database requirements related to the publishing of data to Scribe.NET.

2.3 Data Elements

As stated in Section 1.2.1, the plan identifies standard data elements for project identification information, environmental sampling data, and locational data. A complete list of data elements is provided in Appendix A and the valid values in Appendix B. Valid values are also provided as drop-down entry items in the Region 10 Scribe template/Portland Harbor template (when available). The following sections summarize the information in these appendices as they relate to the major data categories.

2.3.1 Project Identification Information

Project identifiers provide the necessary descriptive information (metadata) about the project. This allows data users an efficient way of categorizing and searching archived Scribe project files. A complete list of these data elements is found in Appendix A under the Site and Event Categories. Critical among these is identification of the project, monitoring organization, and type of monitoring activity (see Appendix A; Events – Activity data element). The Activity data type is a Superfund identifier that distinguishes environmental data by its intended programmatic use (i.e., Performance Evaluation, Remedial Action). The EPA Region 10 template contains a list of valid values for the Activity data element. It is important for the data manager to verify with the EPA RPM on the agreed upon Activity type during the project planning.

2.3.2 Environmental Sampling Data

The data elements for environmental sampling data allow for a complete identification of the analytical results such that the data may be subject to interpretation. This includes the identification of the sample matrix, sample collection time, measurement parameter, units of measurement, limits of detection, dates of analysis, analytical method, and so on. A complete list of these data elements and their descriptors are in Appendix A under the Samples and Lab Results categories. For data being uploaded into the Lab Results table of Scribe, the sample numbers must match up against the sample numbers that are already loaded into the Samples table.

2.3.3 Locational Data

The locational data establish the spatial representativeness of the environmental sample and are critical for data analysis. These include latitude, longitude, datum, elevation, and geomethod for sample collection points. Additional spatial identifiers for water monitoring (e.g., hydrologic unit codes [HUCs]) have been added for this site as these were identified as required geospatial identifiers by EPA. Valid values for the HUCs have been incorporated into the Region 10 template. A complete list of the locational data elements is in Appendix A under the Location and Samples categories.

2.4 Data Repository

The repository for archiving and retrieving Scribe project files is Scribe.NET. This repository resides within a national server maintained by ERT and is accessed directly from Scribe. For each project file, a unique ID is assigned at the time the file is first published to Scribe.NET. Access to the archived Scribe project file can be granted to other stakeholders, performing parties, and groups upon submitting a request to ERT; however, the repository files can only be updated from the computer that originated the file (unless the Scribe project file is relinquished by the originator in Scribe). Independent of the Scribe.NET repository, a site-wide repository being developed by the State of Oregon, will capture and provide access to comprehensive Portland Harbor site data.

3.0 Data Verification

If the Scribe project is initiated by a performing party for Portland Harbor, Scribe is configured to undergo a self-inspection of information as part of the data generation or file upload process. The Region 10 template contains auditor rules for verification of Scribe project files as they are uploaded to Scribe.NET. Close observance of these rules is the responsibility of the data manager.

4.0 Data Reporting Procedures

Final project information, sampling, and locational data are delivered to EPA in the form of an EDD or Scribe project file that has been fully populated and published to Scribe.NET. Upon completion of Scribe project file and upload to Scribe.NET, the performing party data manager notifies the EPA RPM and the EPA Scribe.NET Data Coordinator and provides the Scribe project ID number (assigned at the time of publishing to Scribe.NET) associated with the project for identification and access by EPA Region 10. The concept for integrating the analytical and locational data of Scribe.NET with the comprehensive data management repository is provided in Appendix C.

5.0 Data Access

Major stakeholder groups have been identified as those groups who are actively involved in site-wide planning and environmental data collection and sharing for the PHSS. The major stakeholders include signatories to the 2001 Memorandum of Understanding, performing parties, and community groups: These stakeholders are provided access to the Portland Harbor subscription of Scribe.NET. Data access is performed through Scribe. For all the Portland Harbor Scribe project files, each stakeholder, performing party, or primary community groups has data access rights and can download the Scribe project file from Scribe. Only the originating performing party data manager can update files that have been published to Scribe.NET. Appendix C provides a conceptual model depicting the comprehensive approach to the site-wide management and sharing of data derived from previous and future studies at the PHSS.

6.0 References

U.S. EPA. *Memorandum: Superfund Site Data Definitions and Recommended Practices*.
29 Nov. 2017.

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Appendix A – Required Data Elements

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| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|----------------------------|--|--|---|---------------------|-----|---------------------|
| CASE_NUMBER | Conditional | Unique ID assigned to groups of samples scheduled for analysis. Required for the Contract Lab Program. Possible values are determined by the CLP Contract. | | Numeric / 5 | 5 | Scribe / Lab |
| SAMPLE_DELIVERY_GROUP | Conditional | A set of samples scheduled under a Case Number (max = 20). Required for the Contract Lab Program. | Possible values are determined by the CLP Contract. | Text / 30 | 30 | Lab |
| SAMPLE_ID | Conditional | EPA Sample Number. Required if data are reported by the Contract Lab Program. | Possible values are determined by the CLP Contract. | Text | 25 | Lab |
| CAS_NUMBER | Required | Chemical Abstracts Service (CAS) Registry Number for the chemical compound or element reported. | Possible values are determined by the CAS Registry. | Text | 50 | Lab |
| ANALYTE | Required | Name of the chemical compound or element that was measured. | Name comprised of any combination of alpha-numeric values which may also contain hyphens and commas. | Text | 60 | Lab |
| FINAL_RESULT | Required | The final validated result of the chemical compound or element that was measured. | Numeric value which may be integer or decimal. | Numeric | 8 | Lab / Data Reviewer |
| RESULT_UNITS | Required | The units of measurement for the "Final Result" and "Lab Result". | Possible values are determined by the CLP Contract or the lab. Examples: ug/kg, mg/kg, ug/L, mg/L, ug | Text | 20 | Lab |
| FINAL_VALIDATION_QUALIFIER | Required | National Functional Guidelines Data Validation Qualifiers. | Possible values assigned by the National Functional Guidelines. | Text | 10 | EDM / Data Reviewer |
| DATA_VAL_LABEL | Required | EPA Data Validation Label Code from the "Guidance for Labeling Externally Validated Laboratory Analytical Data for Superfund Use". | Possible values assigned by the guidance document. | Text | 250 | EDM / Data Reviewer |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|----------------------------------|--|---|---|---------------------|----|--------|
| SAMPLE_ADJUSTED_CRQL | Required | The Contract Required Quantitation Limit (CRQL) or lab's Reporting Limit that has been adjusted for sample weight, sample volume, dilution, percent solids, etc. | Numeric value which may be integer or decimal. | Numeric | 8 | Lab |
| SAMPLE_ADJUSTED_MDL | Required | The Method Detection Limit (MDL) that has been adjusted for sample weight, sample volume, dilution, percent solids, etc. | Numeric value which may be integer or decimal. | Numeric | 8 | Lab |
| LAB_RESULT | Required | The analytical result as reported by the testing laboratory. | Numeric value which may be integer or decimal. | Numeric | 8 | Lab |
| LAB_QUALIFIERS | Required | Lab Applied Data Qualifier(s). Qualifer codes which describe certain aspects of data utility or quality (e.g., non-detect, estimated value, etc.). | Possible value defined by either the CLP Statement of Work or the lab. | Text | 10 | Lab |
| METHOD_CRQL | Required | Un-adjusted CRQL or Reporting Limit | Numeric value which may be integer or decimal. | Numeric | 8 | Lab |
| NONMOISTURE_SAMPLE_ADJUSTED_CRQL | NA | Contract Required Quantitation Limit (CRQL) or Reporting Limit that is adjusted for sample weight, volume, dilution, BUT NOT percent solids. Created by the data review program used to validate CLP data. | Numeric value which may be integer or decimal. | Numeric | 8 | EDM |
| CRQL_UNITS | Required | Sample Adjusted Contract Required Quantitation Limit (CRQL) or Reporting Limit Units of Measurement. | Possible values are determined by the CLP Contract or the lab. Examples: ug/kg, mg/kg, ug/L, mg/L, ug | Text | 20 | Lab |
| INSTRUMENT_MDL | Optional | Instrument Detection Limit (MDL) that is not adjusted for sample mass/volume or percent moisture (solids). | Numeric value which may be integer or decimal. | Numeric | 8 | Lab |
| NONMOISTURE_SAMPLE_ADJUSTED_MDL | NA | Method Detection Limit (MDL) that is adjusted for sample weight, volume, dilution, BUT NOT percent solids. Created by the data review program used to validate CLP data. | Numeric value which may be integer or decimal. | Numeric | 8 | EDM |
| MDL_UNITS | Required | MDL Measurement Units | Possible values are determined by the CLP Contract or the lab. Examples: ug/kg, mg/kg, ug/L, mg/L, ug | Text | 20 | Lab |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|--|---|---------------------|-----|--------|
| PERCENT_SOLIDS | Required | The Percent Solids for soils and sediments. Used to determine the dry weight basis of the chemical analyses. | Reported as a "Percent". | Numeric | 8 | Lab |
| PERCENT_MOISTURE | Required | The Percent Moisture content for soils or sediments. Used to determine the dry weight basis of the chemical analyses. | Reported as a "Percent". | Numeric | 8 | Lab |
| DILUTION_FACTOR | Required | Dilution Factor applied to the digest or extract. The dilution factor is only applied when the laboratory has diluted the extract or digest due to a high concentration of analyte(s). | Integer values e.g., 1, 2, 3, etc. | Numeric | 8 | Lab |
| ANALYSIS_FRACTION | Required | Identifies the type of analysis fraction or method category of the analysis. | Possible values determined by the CLP Contract or reporting Lab. | Text | 100 | Lab |
| ANALYSIS_LEVEL | Conditional | The concentration range or level performed by the lab for the analytical methods. | Possible values are determined by the CLP Contract. Examples: trace, low, med | Text | 15 | Lab |
| REPORTING_BASIS | Required | Indicates whether the results were adjusted due to the moisture content of the sample. | For Water samples = WET, For Soil and Sediment samples = DRY or WET depending upon whether moisture correction was applied. | Text | 10 | Lab |
| SAMPLE_DATE_TIME | Required | The Date & Time of Sample Collection | For all field samples (including Field Blank and Performance Evaluation samples) = MM/DD/YYYY HH:MM:SS | Date/Time | 20 | Scribe |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|---------------------------------------|---|---------------------|----|--------|
| DATE_SHIPPED | Required | Date of Sample Shipment. | <p>For all field samples (including Field Blank and Performance Evaluation samples) = MM/DD/YYYY</p> <p>For Matrix Spike, Post-Digestion Spike, Duplicates, Matrix Spike Duplicate = Ship Date of associated Parent Sample</p> | Date | 20 | Scribe |
| DATE_TIME_RECEIVED | Required | Date & Time of Sample Receipt at Lab. | <p>For all field samples (including Field Blank and Performance Evaluation samples) = MM/DD/YYYY HH:MM:SS</p> <p>For Matrix Spike, Post-Digestion Spike, Duplicate, Matrix Spike Duplicate = Sample Receipt Date and Time of associated Parent Sample</p> | Date/Time | 20 | Lab |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|---|--|---------------------|-----|--------|
| PREP_DATE_TIME | Required | Date & Time of Sample Digestion/Extraction. | For all laboratory samples = MM/DD/YYYY HH:MM:SS For Matrix Spike, Post-Digestion Spike, Duplicate, Matrix Spike Duplicate = Sample Receipt Date and Time of associated Parent Sample | Date/Time | 20 | Lab |
| ANALYSIS_DATE_TIME | Required | The Date & Time of Analysis of the sample digest or extract. | For all laboratory samples = MM/DD/YYYY HH:MM:SS | Date/Time | 20 | Lab |
| LAB_SAMPLE_TYPE | Required | Identifies types of samples as either "field" or specific lab QCbut does not identify field QC types. Required by the Contract Lab Program. | Possible values are determined by the CLP Contract or Reporting Lab. Examples: Field_Sample, Method_Blank, Matrix_Spike, Serial_Dilution, etc. | Text | 40 | Lab |
| SAMPLE_MATRIX | Required | Identifies the matrix type of soil, water, etc. as reported by the lab. Required by the Contract Lab Program. | Possible values are determined by the CLP Contract or reporting Lab. Examples: Water, Soil, Sediment, Wipe, Filter | Text | 20 | Lab |
| RESULT_COMMENT | Conditional | Concatenated result information (can be from FORM I Comment Field) | Comments are recorded in the field. Required if passed from the Scribe XML to the Lab. | Text | 250 | Scribe |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|---|--|---------------------|-----|--------|
| LAB_NAME | Required | Laboratory Name (long name) | Possible values are determined by the CLP Contract or reporting Lab. | Text | 50 | Lab |
| LAB_CODE | Conditional | An abbreviated form of the Lab Name. | Possible values are determined by the CLP Contract. The abbreviated lab name is a code used for reporting. | Text | 30 | Lab |
| CONTRACT_NUMBER | Conditional | Laboratory Contract Number assigned under the CLP. | Possible values are determined by the CLP Contract or reporting Lab. | Text | 30 | Lab |
| METHOD_NUMBER_OR_CLP_SOW | Required | Identifies the analytical method reference number or statement of work. | Valid EPA or other reference methods or CLP SOW editions. Examples: ISM01.3, 6010, 8270, etc. | Text | 100 | Lab |
| MA_NUMBER | Conditional | The Modified Analysis (MA) Number is a tracking number used by the CLP for non-standard or altered methods. | Possible values are determined by the CLP Contract or reporting Lab. | Text | 30 | Lab |
| TR_COC_NUMBER | Required | The Traffic Report (TR) /Chain of Custody Form Number is a unique tracking number assigned to the COC. | Long segmented number separated by hyphens. | Text | 30 | Scribe |
| LAB_SAMPLE_ID | Conditional | Laboratory Sample ID (internal ID#). Labs issue their own sample IDs for internal sample tracking and reporting purposes. | Possible values are determined by the CLP Contract or reporting Lab. | Text | 25 | Lab |
| LAB_FILE_ID | Conditional | Laboratory File ID (Internal to the lab only) | Possible values are determined by the CLP Contract or reporting Lab. | Text | 25 | Lab |
| INSTRUMENT_ID | Conditional | Unique Instrument Identification Number | Possible values are determined by the CLP Contract or reporting Lab. | Text | 25 | Lab |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|-----------------------------|--|---|--|---------------------|----|--------|
| SAMPLE_ALIQUOT | Required | The mass or volume of sample that removed for extraction or digestion. | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| SAMPLE_ALIQUOT_UNITS | Required | The units of measurement for the mass or volume of sample that removed for extraction or digestion. | Examples: "g" for grams, "mL" for milliliters. | Text | 20 | Lab |
| FINAL_VOLUME | Required | The final volume of the sample Digest or Extract. | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| FINAL_VOLUME_UNITS | Required | Volume of Sample Digest /Extract Units | For Organic: uL For Inorganic: mL | Text | 20 | Lab |
| SOIL_EXTRACT_VOLUME | Conditional | The volume of extract used for a Medium Level VOC soils analysis. | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| SOIL_EXTRACT_VOLUME_UNITS | Conditional | Soil Extract Volume Units (Medium VOA) | For Organic (VOA): uL | Text | 20 | Lab |
| SOIL_ALIQUOT_VOLUME | Conditional | The volume of aliquot removed from the extract used for a Medium Level VOC soils analysis. | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| SOIL_ALIQUOT_VOLUME_UNITS | Conditional | Soil Aliquot Volume Units (Medium VOA) | For Organic (VOA): uL | Text | 20 | Lab |
| PURGE_VOLUME | Conditional | For analysis of Volatile Organic Compounds, the volume of an aqueous sample that is used to "purge" the VOCs. | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| PURGE_VOLUME_UNITS | Conditional | Purge Volume Units (VOA) | For Organic (VOA only): mL | Text | 20 | Lab |
| SPIKE_ADDED | Conditional | Amount Added for Lab Matrix Spike or Spike Duplicate sample or Laboratory Control Sample | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| CONCENTRATED_EXTRACT_VOLUME | Conditional | Concentrated Extract Volume (SVOA/PEST/PCB) | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|-----------------------------------|--|---|--|---------------------|-----|--------|
| CONCENTRATED_EXTRACT_VOLUME_UNITS | Conditional | Concentrated Extract Volume Units (SVOA/PEST/PCB) | For Organic (SVOA, Pesticides, PCBs): uL | Text | 20 | Lab |
| INJECTION_VOLUME | Conditional | The volume of extrac injected into the instrument. (SVOA/PEST/PCB) | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| INJECTION_VOLUME_UNITS | Conditional | Injection Volume Units (SVOA/PEST/PCB) | For Organic (SVOA, Pesticides, PCBs): uL | Text | 20 | Lab |
| PREPARATION_METHOD | Required | Type of Extraction for Organics or Digestion for Inorganics. "SONC" for sonication etc. (SVOA/PEST/PCB) of Organics and most relevant method digestion numbers for Inorganic. | Possible values are determined by the CLP Contract or reporting Lab. For Organic: Sonication, Soxhlet, Pressurized_Fluid , Liq_Liq, Liq_Membrane For Inorganic: 200.7, 200.8, 3050B, 3015A, 3051A, 7300, 7470A, 7471B, Midi-distillation, Micro-distillation | Text | 100 | Lab |
| GPC_CLEANUP | Conditional | Cleanup Type (SVOA/PEST/PCB) | For Organic (SVOA, Pesticides, PCBs): Y or N | Text | 20 | Lab |
| GPC_FACTOR | Conditional | 1.0 if no GPC, 2.0 if GPC is performed (SVOA/PEST/PCB) | "1.0 if no GPC, 2.0 if GPC is performed" derived from presence or absence of GPC value in CLEANUP_TYPE field | Numeric | 8 | Lab |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|---|---|---------------------|----|--------|
| DECANTED | Conditional | Identifies if the Lab decanted the sample in a Yes or No response. (SVOA/PEST/PCB) | Possible values are determined by the CLP Contract or reporting Lab. For Organic (SVOA, Pesticides, PCBs): Decanted or Not_Decanted | Text | 20 | Lab |
| PH | Conditional | The pH Determination of a soil or water sample. Reported in pH Units (SVOA/PEST/PCB, and Inorganic water samples) | Numeric value may be an integer or decimal. | Numeric | 8 | Lab |
| COLOR_BEFORE | Optional | Description of sample before & after digestion. Used in CLP Metals analysis of waters. | Possible values are determined by the CLP Contract or reporting Lab. | Text | | Lab |
| COLOR_AFTER | Optional | Description of sample before & after digestion. Used in CLP Metals analysis of waters. | Possible values are determined by the CLP Contract or reporting Lab. | Text | | Lab |
| CLARITY_BEFORE | Optional | Description of sample before & after digestion. Used in CLP Metals analysis of waters. | Possible values are determined by the CLP Contract or reporting Lab. | Text | | Lab |
| CLARITY_AFTER | Optional | Description of sample before & after digestion. Used in CLP Metals analysis of waters. | Possible values are determined by the CLP Contract or reporting Lab. | Text | | Lab |
| TEXTURE | Optional | Description of sample. Used in CLP Metals analysis of soil/sediments. | Possible values are determined by the CLP Contract or reporting Lab. | Text | | Lab |
| ARTIFACTS | Optional | Description of sample. Used in CLP Metals analysis of soil/sediments. | Possible values are determined by the CLP Contract or reporting Lab. | Text | | Lab |
| COOLER_TEMP | Required | Recorded temperature of the sample cooler upon Receipt at the Lab. | Recorded in Degrees Celcius. | Numeric | 8 | Lab |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|--|--|---------------------|----|--------|
| SAMPLE_FRACTION | Conditional | Identifies the representativeness of a water sample due to any pretreatment (e.g., filtration at 0.45 micron). | "D" for dissolved (filtered at 0.45 micron), "F" for other filtered, "T" for total (unfiltered). If "F" is used then the filter size/type should be entered in the Result_Comment field. | Text | 1 | Scribe |
| METHOD_SPECIATION | Conditional | Part of a chemical characteristic (Nitrogen "As" ...) | Detemined by the analytical method. | Text | 30 | Lab |
| SAMPLE_SUBMATRIX | Required | Scribe Matrix, expanded to include surface water, surface sediment etc. Use a custom list in Scribe | Examples: Air, AirIndoor, Sediment, Sediment Subsurface, Sediment Surface, Soil, Soil Surface, Soil Subsurface, SoilGas, Tissue, Waste, Waste SolidWaste, Waste LiquidWaste, Water, Water SurfaceWater, Water GroundWater, Water Potable, Water SepticEffluent, Water Stormwater | Text | 40 | Scribe |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|---|--|---------------------|-----|--------|
| SAMPLING_REASON | Required | General program or technical reason for the study. Program reasons are specific and tie the data collection to more prescribed data uses. | Examples: Emergency Response, Site Investigation, Preliminary Assessment, Site Assessment, Remedial Investigation, Remedial Action | Text | 30 | Scribe |
| SAMPLE_COLLECTION_METHOD | Required | Sample Collection Method (i.e., Grab, Composite, Discrete Interval) | Examples: Grab, Composite, Discrete Interval | Text | 30 | Scribe |
| EPA_REGION | Required | The EPA Regional designation number | Valid Values: 1 - 10 | Text | 10 | Scribe |
| STATION_LOCATION | Required | Station Location Codes | Determined by the project. | Text | 50 | Scribe |
| LOCATION_DESCRIPTION | Required | Further describes the Station Location. | Determined by the project. | Text | 100 | Scribe |
| SCRIBE_SAMPLE_NUMBER | Required | The Scribe / field sample number. This may be Scribe generated or a Regionally assigned number. | Possible value determined by the Scribe Project Manager or the Regional Sample Control Coordinator. | Text | 50 | Scribe |
| LOCATION_ZONE | Required | The type of area that is impacted by the sample location. | Examples: Lake, Land, River/Stream, Well | Text | 25 | Scribe |
| LATITUDE | Required | The geographic latitude where the sample was collected or field measurement was taken. | 12 character decimal degrees. Decimal places should be carried out to a minimum of 6 places in order to ensure minimal accuracy. | Numeric | 12 | Scribe |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|---|---|---------------------|----|--------|
| LONGITUDE | Required | The geographic longitude where the sample was collected or field measurement was taken. | 12 character decimal degrees (preceded by a negative sign for North America, -). Decimal places should be carried out to a minimum of 6 places in order to ensure minimal accuracy. | Numeric | 12 | Scribe |
| DATUM | Required | The horizontal coordinate system reference Datum name. | WGS84 | Text | 50 | Scribe |
| GEOMETHOD | Required | The method used to determine latitude and longitude. | GPS, Survey | Text | 30 | Scribe |
| SURFACE_ELEVATION | Conditional | The determined elevation of a geographic point where the sample was collected or field measurement was taken. This is required for groundwater monitoring wells and where surface elevation data is needed for a project. | In feet or meters, need to provide for GW Wells that have been surveyed and not just GPS. | Numeric | 8 | Scribe |
| SURFACE_ELEVATION_UNITS | Conditional | The units of measurement for the surface elevation data. This is required when surface elevation measurements are reported. | meters, feet | Text | 20 | Scribe |
| SURFACE_ELEVATION_METHOD | Conditional | The method used to determine the surface elevation. This is required when surface elevation measurements are reported. | GPS, Survey | Text | 30 | Scribe |
| SURFACE_ELEVATION_DATUM | Conditional | The vertical control datum for the surface elevation measurement. This is required when surface elevation measurements are reported. | NAVD88 | Text | 50 | Scribe |
| TOP_DEPTH | Conditional | Top depth of Sample Collection (for cores) or depth of sample collection for a monitoring well. | Numeric value may be an integer or decimal. | Numeric | 8 | Scribe |
| BOTTOM_DEPTH | Conditional | Depth To bottom of sample collection for a core sample. | Numeric value may be an integer or decimal. | Numeric | 8 | Scribe |
| TOP_DEPTH_UNITS | Conditional | Units of Sample Depth | Feet or meters | Text | 20 | Scribe |
| BOTTOM_DEPTH_UNITS | Conditional | Units of the Bottom Depth | Feet or meters | Text | 20 | Scribe |
| SAMPLER_NAME | Required | Sampler Name | Full name of the sampler. | Text | 30 | Scribe |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|--|--|---------------------|------|----------|
| SAMPLING_COMPANY_CONTACT | Required | Sampling Company Contact Name | Full name of the sampling contact. Person usually coordinates sample collection on behalf of the sampling company. | Text | 50 | Scribe |
| SAMPLING_COMPANY_NAME | Required | Sampling Company Name | Full name of the sampling company. | Text | 50 | Scribe |
| PROJECT_NAME | Required | Site Name / Project Name | Assigned by the Sample Control Coordinator. | Text | 50 | RSCC/EDM |
| SITE_PROJECT_CODE | Required | Regional Project Code | Assigned by the Sample Control Coordinator. | Text | 50 | RSCC/EDM |
| SITE_EVENT_ID | Required | EventID. Use to group data by sampling/monitoring events (i.e. EOC, Site Assessment) (Primary Key) | A unique ID used by Scribe. | Text | 50 | Scribe |
| STATE | Required | State where sample collection occurred. This field is populated in CLPSS during ASR entry | 2 Character State Abbreviation | Text | 20 | RSCC/EDM |
| CITY | Required | City where sample collection occurred. This field is populated in CLPSS during ASR entry | Full City Name | Text | 60 | RSCC/EDM |
| CERCLIS | Required | CERLIS ID | The CERCLIS identification. Used only by the Superfund program. | Text | 20 | Scribe |
| SCRIBE_SITE_NUMBER | Required | Scribesite key (Primary Key) | A unique ID used by Scribe. | Text | 12 | Scribe |
| SCRIBE_NET_PROJECT_ID | Required | ScribeNetID Project ID | A unique ID used by Scribe. | Long Integer | 4 | Scribe |
| SCRIBE_SAMPLES_ID | Required | Scribe Database AutoGenerated Number | A unique ID used by Scribe. | Long Integer | 4 | Scribe |
| SAMPLE_TAG | Required | Container ID codes - autogenerated if left blank | A unique ID used by Scribe. | Text | 15 | Scribe |
| SCRIBE_COMMENT | Conditional | Comment field from Scribe | Filled in by sampler to denote special sample treatment or conditions. Required if the entry is filled in by Scribe. | Memo | 65K+ | Scribe |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|--|--|---------------------|----|--------|
| FIELD_SAMPLE_TYPE | Required | Distinguishes field samples from lab QC, field QC and other associated sample types. | Possible values used in the Scribe template. Example: "Field Sample", etc. | Text | 30 | Scribe |
| VERSION_CODE | NA | Reserved for use by another Region. | | | | |
| DATA_PROVIDER | NA | Reserved for use by another Region. | | | | |
| PARENT_SAMPLE_NAME | NA | Reserved for use by another Region. | | | | |
| PARENT_SAMPLE_LOCATION | NA | Reserved for use by another Region. | | | | |
| LAB_REPLICATE_TYPE | NA | Reserved for use by another Region. | | | | |
| SAMPLE_SOURCE | NA | Reserved for use by another Region. | | | | |
| ORGANIC_YN | NA | Reserved for use by another Region. | | | | |
| PRESERVATIVE | NA | Reserved for use by another Region. | | | | |
| TEST_BATCH_TYPE | NA | Reserved for use by another Region. | | | | |
| PREP_BATCH_ID | NA | Reserved for use by another Region. | | | | |
| ANALYSIS_TYPE | NA | Reserved for use by another Region. | | | | |
| SAMPLE_ANALYSIS_LOCATION | NA | Reserved for use by another Region. | | | | |
| COLUMN_ID | NA | Reserved for use by another Region. | | | | |
| RUN_BATCH_ID | NA | Reserved for use by another Region. | | | | |
| ANALYSIS_BATCH_ID | NA | Reserved for use by another Region. | | | | |
| ANALYST_NAME | NA | Reserved for use by another Region. | | | | |
| ANALYTE_TYPE | NA | Reserved for use by another Region. | | | | |
| REPORTABLE_RESULT | NA | Reserved for use by another Region. | | | | |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|--|---------------------------------|---------------------|---|--------|
| DETECT_FLAG | NA | Reserved for use by another Region. | | | | |
| TIC_RETENTION_TIME | NA | Reserved for use by another Region. | | | | |
| TIC_RETENTION_TIME_UNITS | NA | Reserved for use by another Region. | | | | |
| EXPECTED_VALUE | NA | Reserved for use by another Region. | | | | |
| QC_ORIGINAL_CONC | NA | Reserved for use by another Region. | | | | |
| QC_SPIKE_MEASURED | NA | Reserved for use by another Region. | | | | |
| QC_SPIKE_RECOVERY | Required | Percent Recovery of lab QC types (matrix spikes, surrogates, etc). | Numbers are represented as "%". | Numeric | 8 | Lab |
| QC_DUP_ORIGINAL_CONC | NA | Reserved for use by another Region. | | | | |
| QC_DUP_SPIKE_ADDED | NA | Reserved for use by another Region. | | | | |
| QC_DUP_SPIKE_MEASURED | NA | Reserved for use by another Region. | | | | |
| QC_DUP_SPIKE_RECOVERY | NA | Reserved for use by another Region. | | | | |
| QC_RPD | NA | Reserved for use by another Region. | | | | |
| QC_SPIKE_LCL | NA | Reserved for use by another Region. | | | | |
| QC_SPIKE_UCL | NA | Reserved for use by another Region. | | | | |
| QC_RPD_CL | NA | Reserved for use by another Region. | | | | |
| QC_SPIKE_STATUS_FLAG | NA | Reserved for use by another Region. | | | | |
| QC_DUP_SPIKE_STATUS_FLAG | NA | Reserved for use by another Region. | | | | |
| QC_RPD_STATUS | NA | Reserved for use by another Region. | | | | |
| SAMPLE_RUN | NA | Reserved for use by another Region. | | | | |
| PARAMID | NA | Reserved for use by another Region. | | | | |

| Data Element Field Names | Required, Optional, Conditional, Not Applicable (R/O/C/NA) | Description or Preferred Values | | Field Format/Length | | Origin |
|--------------------------|--|-------------------------------------|--|---------------------|--|--------|
| PAR_VAL_UNCERT | NA | Reserved for use by another Region. | | | | |
| RESULT_ERROR_DELTA | NA | Reserved for use by another Region. | | | | |
| INTERPRETED_QUALIFIERS | NA | Reserved for use by another Region. | | | | |
| SYS_LOC_CODE | NA | Reserved for use by another Region. | | | | |
| TASK_CODE | NA | Reserved for use by another Region. | | | | |
| COLLECTION_QUARTER | NA | Reserved for use by another Region. | | | | |
| SAMPLE_CLASS | NA | Reserved for use by another Region. | | | | |
| COMPOSITE_DESC | NA | Reserved for use by another Region. | | | | |
| LEACH_LOT | NA | Reserved for use by another Region. | | | | |
| LEACHATE_METHOD | NA | Reserved for use by another Region. | | | | |
| LEACHATE_DATE | NA | Reserved for use by another Region. | | | | |
| LEACHATE_TIME | NA | Reserved for use by another Region. | | | | |
| RESP | NA | Reserved for use by another Region. | | | | |
| CUSTOM_FIELD_1 | NA | Reserved for use by another Region. | | | | |
| CUSTOM_FIELD_2 | NA | Reserved for use by another Region. | | | | |
| CUSTOM_FIELD_3 | NA | Reserved for use by another Region. | | | | |
| COMMENT | NA | Reserved for use by another Region. | | | | |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|---|------------------------------|---|
| Site.CaseNumber | N | In Scribe this is found in the "COC.CaseNumber" and "Site.CaseNumber" fields. In the xml file it is the Site.CaseNumber element. If not uploading this to the Lab Results table then no need to upload, correct? |
| LabResults.Lab_Batch_No | Y | Generated by the Lab. |
| SamplesTags.CLP_Samp_No LabResults.Sample_CLP_No | Y | Originates in Scribe in the "SamplesTags.CLP_Sample_No" field but is also uploaded into the "LabResults.Sample_CLP_No" field. Correct? |
| LabResults.Cas_No | Y | Generated by the Lab. |
| LabResults.Analyte | Y | Generated by the Lab. |
| LabResults.Result | Y | Generated by the Lab & verified by Data Reviewer. May be edited in EDM whereas the "Lab_Result" field below cannot be edited during data validation. The Final_Result field needs to be the mandatory reporting field for MEL and other labs. |
| LabResults.Result_Units | Y | Generated by the Lab. |
| LabResults.Result_Qualifier | Y | Generated by the EDM or Data Reviewer. |
| LabResults.QA_Comment | Y | Generated by the EDM or Data Reviewer. The Scribe LabResults Table doesn't have a designated field for the Data Validation Label. Because this is a recently required data element, we should update the table to address it. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|---|------------------------------|--|
| LabResults.Quantitation_Limit | Y | Generated by the Lab. |
| LabResults.MDL | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. The result that passes validation will be considered the final result. |
| LabResults.Lab_Result_Qualifier | Y | Generated by the Lab. |
| LabResults.Reporting_Limit | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| LabResults.Quantitation_Limit_Units LabResults.Reporting_Limit_Units | Y | Generated by the Lab. The Quantitation and Reporting Limit data elements as we're applying them use the same units of measurement so this data element needs to be uploaded into two different fields. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| LabResults.MDL_Units | Y | Generated by the Lab. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|--|------------------------------|--|
| LabResults.Percent_Solids | Y | Generated by the Lab. |
| LabResults.Percent_Moisture | Y | Generated by the Lab. |
| LabResults.Dilution_Factor | Y | Generated by the Lab. |
| LabResults.Analysis | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. |
| LabResults.Basis | Y | Generated by the Lab. |
| Samples.Sampleddate LabResults.Date_Collected | Y | Originates in Scribe in the "Samples.Sampleddate" field but is also uploaded into the "LabResults.Date_Collected" field. Correct? Need to make sure this isn't populated when the Samples.Sampleddate field is filled in. You know, the whole differential integrity-database thing. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|----------------------------|------------------------------|--|
| COC.DateShipped | N | There's no data field for this in the LabResults Table and it already appears in the COC Table. |
| LabResults.Date_Received | Y | Generated by the Lab. Need to double check the date/time fields in the LabResults Table. The Scribe Table Defn. file shows the length of these fields to be "8" but we need them to be "20". |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|--|------------------------------|---|
| LabResults.Extracted | Y | Generated by the Lab. |
| LabResults.Analyzed | Y | Generated by the Lab. |
| LabResults.QC_Type | Y | Generated by the Lab. This data type uses Lab QC long names (e.g., "Laboratory_Control_Sample) and perfectly matches the data definition of the QC_Type data field. The previously identified Sample_Type_Code was only 10 characters long. |
| Samples.Matrix LabResults.Matrix_ID | Y | Generated by the Lab. CLP has it's definitions but does it also need to match up with the Samples.Matrix Scribe data field? I thought these were populated separately. |
| LabResults.Comments | Y | Generated by the Lab. For the CLP this was concatenated from the Form I comment field to provide information such as size fraction. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|--|------------------------------|---|
| LabResults.Lab_Name | Y | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| LabResults.Analytical_Method | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. |
| SamplesTags.COC LabResults.Lab_Coc_No | Y | Generated by the Lab. |
| LabResults.Lab_Samp_No | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|----------------------------------|------------------------------|--|
| LabResults.SubSample_Amount | Y | Generated by the Lab. |
| LabResults.SubSample_Amount_Unit | Y | Generated by the Lab. |
| LabResults.Final_Volume | Y | Generated by the Lab. |
| LabResults.Final_Volume_Unit | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. The analysis requires the use of too many fields (e.g., final volume is already filled). |
| | N | There's no data field for this in the LabResults Table. The analysis requires the use of too many fields (e.g., final volume is already filled). |
| | N | There's no data field for this in the LabResults Table. The analysis requires the use of too many fields (e.g., final volume is already filled). |
| | N | There's no data field for this in the LabResults Table. The analysis requires the use of too many fields (e.g., final volume is already filled). |
| LabResults.Final_Volume | Y | Generated by the Lab. |
| LabResults.Final_Volume_Unit | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. The analysis requires the use of too many fields (e.g., final volume is already filled). |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|------------------------------|------------------------------|--|
| | N | There's no data field for this in the LabResults Table. The analysis requires the use of too many fields (e.g., final volume is already filled). |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| LabResults.Extraction_Method | Y | Generated by the Lab. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|----------------------------|------------------------------|---|
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|-------------------------------|------------------------------|---|
| LabResults.Total_Or_Dissolved | Y | Generated by the Lab. |
| | N | Generated by the Lab. There's no data field for this in the LabResults Table. |
| Samples.Matrix | N | Already in Scribe. No place for it in the LabResults Table. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|---------------------------------------|------------------------------|--|
| Site.Site_Action | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.SampleCollection | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.EPARegionNumber | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.Location | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.LocationDescription | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.Samp_No LabResults.Samp_No | Y | Originates in Scribe in the "Samples.Samp_No" field but is also uploaded into the "LabResults.Sample_CLP_No" field. Correct? |
| Location.LocationZone | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.Latitude | N | Already in Scribe. No place for it in the LabResults Table. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|----------------------------|------------------------------|---|
| Location.Longitude | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.Datum | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.GeoMethod | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.Surf_Elev | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.Surf_Units | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.ElevMethod | N | Already in Scribe. No place for it in the LabResults Table. |
| Location.ElevDatum | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.Samp_Depth | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.Samp_Depth_To | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.Samp_Depth_Units | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.Samp_Depth_Units | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.Sampler | N | Already in Scribe. No place for it in the LabResults Table. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|----------------------------|------------------------------|---|
| Site.CTRContact | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.Contractor | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.Site_Name | N | Already in Scribe. No place for it in the LabResults Table. |
| COC.ProjectCode | N | Already in Scribe. No place for it in the LabResults Table. |
| Events.EventID | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.Area | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.Area | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.CERCLIS | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.Site_No | N | Already in Scribe. No place for it in the LabResults Table. |
| Site.ScribeNetProjectID | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.SamplesID | N | Already in Scribe. No place for it in the LabResults Table. |
| SamplesTags.Tag | N | Already in Scribe. No place for it in the LabResults Table. |
| Samples.Remarks | N | Already in Scribe. No place for it in the LabResults Table. |

| Scribe Table.DataFieldName | Upload into Scribe from EDD? | Comments / Questions |
|----------------------------|------------------------------|--|
| Samples.SampleType | N | Already in Scribe. No place for it in the LabResults Table. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |
| | N | There's no data field for this in the LabResults Table. Region 10 does not use this field. |

Appendix B – Data Element Valid Values

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R10 Bunker Hill Valid Values

| Category (Database Table) | Data Element (Database Field) |
|---------------------------|---|
| Events | Activity |
| Events | Activity |
| Events | QAPP_Approved |
| Events | QAPP_Approved |
| Events | QAPP_ApprovedBy |
| Events | QAPP_ApprovedBy |
| Location | CountryCode |
| Location | CountyCode |
| Location | Datum |
| Location | Datum |
| Location | Datum |
| Location | ElevDatum |
| Location | ElevDatum |
| Location | ElevDatum |
| Location | ElevDatum |
| Location | ElevMethod |
| Location | ElevMethod |
| Location | ElevMethod |
| Location | ElevMethod |
| Location | ElevMethod |
| Location | GeoMethod |
| Location | GeoMethod |
| Location | GeoMethod |
| Location | GeoMethod |
| Location | GeoMethod |
| Location | HorizAccuracyMeasureUnit |
| Location | HorizAccuracyMeasureUnit |
| Location | HucEightDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | HucTwelveDigitCode |
| Location | <Structuring of location (Site, subsite[by river mile], and SMA) will be determined with the EPA RPM> Developed as a part of the Portland Harbor Scribe Template. |
| Location | LocationZone |
| Location | LocationZone |
| Location | LocationZone |
| Location | LocationZone |

R10 Bunker Hill Valid Values

| Category (Database Table) | Data Element (Database Field) |
|---------------------------|-------------------------------|
| LabResults | QA_Comment |
| LabResults | QA_Comment |
| LabResults | QA_Comment |
| LabResults | QA_Comment |
| LabResults | Result_Qualifier |
| LabResults | Result_Qualifier |
| LabResults | Result_Qualifier |
| LabResults | Result_Qualifier |
| LabResults | Result_Qualifier |
| LabResults | Result_Qualifier |
| LabResults | Validated |
| LabResults | Validated |
| LabResults | ValidationLevel |
| LabResults | ValidationLevel |
| LabResults | ValidationLevel |
| LabResults | ValidationLevel |
| LabResults | ValueType |
| LabResults | ValueType |
| LabResults | ValueType |
| LabResults | ValueType |
| LabResults | ValueType |

R10 Bunker Hill Valid Values

| Valid Value |
|---------------------------|
| Remedial Design |
| Remedial Design Oversight |
| Y |
| N |
| US EPA Region 10 |
| ODEQ |
| US |
| 051 |
| NAD83 |
| UNKWN |
| WGS84 |
| NAVD88 |
| NGVD29 |
| OTHER |
| UNKWN |
| Altimetry |
| GPS |
| Interpolation |
| Other |
| Survey |
| GPS-Unspecified |
| Unknown |
| GPS |
| Interpolation |
| Survey |
| Ft |
| Meter |
| 17090012 |
| 170900120201 |
| 170900120202 |
| 170900120301 |
| 170900120305 |
| 170900120304 |
| 170900120302 |
| 170900120303 |
| 170900120102 |
| 170900120104 |
| 170900120101 |
| 170900120103 |
| |
| Borehole |
| Canal Transport |
| Combined Sewer |
| Estuary |

R10 Bunker Hill Valid Values

| Valid Value |
|--------------------------|
| Facility Industrial |
| Facility Other |
| Lake |
| Land |
| Land Flood Plain |
| Landfill |
| Ocean |
| Other-Ground Water |
| Other-Seawater |
| Other-Surface Water |
| Other-Surface Water |
| Pond-Stormwater |
| Reservoir |
| River/Stream |
| River/Stream |
| Seep |
| Spring |
| Storm Sewer |
| Test Pit |
| Waste Pit |
| Waste Sewer |
| Well |
| Wetland Undifferentiated |
| OR |
| Lower Willamette |
| Pre-Design |
| Design |
| Air |
| Air Indoor |
| Asbestos |
| Biological |
| Benthic |
| Drinking Water |
| Dust |
| Filtered Water |
| Ground Water Dissolved |
| Ground Water Total |
| Habitat |
| Lab Sand |
| Liquid Waste |
| Porewater Dissolved |
| Porewater Total |
| Potable Water |
| Saline Water Dissolved |
| Saline Water Total |
| Sand |
| Sediment |
| Sediment <2mm |

R10 Bunker Hill Valid Values

| Valid Value |
|---------------------------|
| Sediment <63um |
| Sediment 125-250um |
| Sediment 63-125um |
| Sediment 63-250um |
| Sediment Bulk |
| Sediment Subsurface |
| Sediment Surface |
| Septic Effluent |
| Soil |
| Soil Gas |
| Soil Subsurface |
| Soil Surface |
| Solid Waste |
| Stormwater |
| Surface Water |
| Surface Water Dissolved |
| Surface Water Total |
| Tissue |
| Waste |
| Subsurface Soil/Sediment |
| Surface Soil/Sediment |
| Ft |
| Activity Trap |
| A-Frame Net |
| Anchor Box Dredge |
| Artificial Substrate |
| Backpack Electroshock |
| Beach Seine Net |
| Beam Trawl |
| Benthic Corer (Other) |
| Benthic Dredge (Other) |
| Benthic Grab (Other) |
| Birge Closing Net |
| Black Light Trap |
| Block Net |
| Boat-Mounted Electroshock |
| Bod Dredge |
| Bongo Net |
| Boomerang Corer |
| Boomerang Grab |
| Box Corer |
| Box Sampler |
| Brail |
| Bucket |
| Burrell Epibenthic Sled |
| Campbell Grab |
| Cast Net |
| Center Bag |

R10 Bunker Hill Valid Values

| Valid Value |
|--------------------------|
| Chain Dredge |
| Clam-Shell Grab |
| Clarke-Bumpus Net |
| Concussion |
| Creel Survey |
| Danish Seine Net |
| Dart Corer (Gravity) |
| D-Frame Net |
| DH-81 |
| DH-95 |
| Dietz-Lafond Grab |
| Dip Net |
| Draw Down |
| Drift Gill Net |
| Drilled Sampler |
| Drive Sampler (Generic) |
| Drop Net |
| Ekman Grab |
| Electric Seine |
| Electroshock (Other) |
| Emergence Trap |
| English Umbrella Net |
| Erwin Piston Corer |
| Ewing Gravity Corer |
| Experimental Brail |
| Experimental Gill Net |
| Fish Weir |
| Free Fall Grab |
| Fry Trap |
| Funnel Trap |
| Fyke Net |
| Glass Slide |
| Glass Slide Device |
| Gravity Corer (Generic) |
| Hand Corer |
| Herring Trawl |
| Hess Sampler |
| Hester-Dendy |
| Hook And Line |
| Hydraulic Grab |
| Hydroacoustics |
| Hydroplastic (PVC) Corer |
| Insect Trap |
| Isaacs-Kidd Trawl |
| Juday Trap |
| Kemmerer Bottle |
| Kick Net |
| Kullenberg Gravity Corer |

R10 Bunker Hill Valid Values

| Valid Value |
|---------------------------------------|
| Larval Light Fish Trap |
| Long Line |
| Marmap Neuston Net |
| Minnow Seine Net |
| Miscellaneous (Other) |
| Mochness Net |
| Modified Surber Sampler |
| MTD Net |
| Nansen Bottle |
| Natural Substrate |
| Net Vertical Tow (Other) |
| Net/Horizontal Tow (Other) |
| Net/Non Tow (Other) |
| Niskin Bottle |
| Norpac Net |
| Orange-Peel Grab |
| Original Surber Sampler |
| Other Toxicant |
| Otter Trawl |
| Pair Trawl |
| Pamatmat Multiple Quartz Corer |
| Peterson Grab |
| Petite Ponar Grab |
| Phleger Corer (Gravity) |
| Pipe Dredge |
| Piston Corer (Generic) |
| Plankton Net |
| Plexiglass Slide Device |
| Plexiglass Trap |
| Plummet Net |
| Polar Orga. Chem. Integrative Sampler |
| Ponar Grab |
| Pound Net |
| Pram Electroshock |
| Probe/Sensor |
| Pull Sled |
| Pump/Air Lift |
| Pump/Bailer |
| Pump/Centrifugal |
| Pump/Jet |
| Pump/Non-Submersible |
| Pump/Peristaltic |
| Pump/Piston |
| Pump/Rotary |
| Pump/Submersible |
| Pump/Turbine |
| Purse Seine Net |
| Push Net |

R10 Bunker Hill Valid Values

| Valid Value |
|--------------------------------|
| Push Point Sampler |
| Radiello |
| Rectangular Net |
| Remotely Operated Vehicle |
| Rock Basket |
| Roller Frame Trawl |
| Rotenone |
| Roving Drop Net |
| Scoop Fish Grab |
| Sediment Trap |
| Seine Net |
| Semipermeable Membrane Device |
| Set (Passive) Gill Net |
| Shelby Tube |
| Ship Sea Chest |
| Shipek Grab |
| SHOVEL |
| Shrimp Trawl |
| Simple Conical Net |
| Single-Vessel Operated Tow Net |
| Smith-McIntire Grab |
| Sodium Cyanide |
| Spear/Gun |
| Spear/Hand |
| Spear/Hawaiian Sling |
| Split Spoon |
| Square-Mouth Net |
| Stainless Steel Spoon |
| Stationary Drop Net |
| Still Camera |
| Stop Net |
| Storm Water Sampler |
| Stovepipe Sampler |
| Stream-Side Electroshock |
| Suction Dredge |
| Summa |
| Surber Sampler |
| Syringe |
| Terminal Bag |
| Tile Plate |
| Tow Net |
| Towed Dredge |
| Trammel Net |
| Trap Net |
| Trap Substrate (Other) |
| Traveling Screen |
| Trot Line |
| T-Sampler |

R10 Bunker Hill Valid Values

| Valid Value |
|--|
| Tucker Net |
| Two-Vessel Operated Tow Net |
| Van Dorn Bottle |
| Van Veen Grab |
| Variable Mesh Gill Net |
| Vibrating Corer |
| Video Camera |
| Vinyl Tube |
| Visual Sighting |
| Water Bottle |
| Water Sampler (Other) |
| WBH-96 |
| Whirl-pak bag |
| Wisconsin-Style Net |
| Yankee Trawl |
| Young Grab |
| <Performing Parties> Will be added as they are defined and organized into groups |
| Depth Integrated Sample |
| Field Duplicate |
| Field Msr/Obs |
| Field Sample |
| Incremental Sampling Horiz |
| Incremental Sampling Vert |
| QC Blank - Bottle/Preservative |
| QC Blank - Field |
| QC Blank - Filter |
| QC Blank - Rinsate/Equipment |
| QC Blank - Trip |
| Sample-Composite Without Parents |
| <To be determined from performing party site specific sampling plan> |
| 1,1-Dichloroethane |
| 1,1-Dichloroethene |
| 1,1-Dichloroethylene |
| 1,1,1-Trichloroethane |
| 1,1,1,-Trichloroethane |
| 1,1,2-Trichloroethane |
| Trichloroethane |
| 1,1,2,2-Tetrachloroethane |
| Tetrachloroethane |
| 1,2-Dibromoethane |
| Dibromoethane |
| 1,2-Dichloroethane |
| Ethylene dichloride |
| 1,2-Dichloropropane |
| Propylene dichloride |
| 1,2,3-Trichloropropane |
| 1,2,3,4,7,8-HxCDF |
| 1,2,3,7,8-PeCDD |

R10 Bunker Hill Valid Values

| Valid Value |
|------------------------------|
| 1,2,4-Trichlorobenzene |
| 1,2-Dichlorobenzene |
| 1,3-Dichlorobenzene |
| 1,4-Dichlorobenzene |
| 2-Butanone |
| Methyl Ethyl Ketone |
| 2-Hexanone |
| 2-Chloroethylvinyl Ether |
| 2,4,5-TP (Silvex) |
| 2,2'-oxybis(1-Chloropropane) |
| 2,3,4,6-Tetrachlorophenol |
| 2,3,4,7,8-PeCDF |
| 2,3,7,8-TCDF |
| 2,3,7,8-TCDD-Dioxin |
| 2,3,7,8-TCDD |
| 2,4,5-Trichlorophenol |
| 2,4,6-Trichlorophenol |
| 2,4-Dichlorophenol |
| 2,4-D |
| 2,4-Dimethylphenol |
| Dinitrophenol |
| 2,4-Dinitrophenol |
| 2,4-Dinitrotoluene |
| 2,6-Dinitrotoluene |
| 2-Chloronaphthalene |
| 2-Chlorophenol |
| 2-Methylnaphthalene |
| o-Cresol |
| 2-Methylphenol |
| 2-Nitroaniline |
| 2-Nitrophenol |
| 3,3'-Dichlorobenzidine |
| 3,3'-Dichlorobenzidine |
| 3-Nitroaniline |
| Methyl isobutyl ketone |
| 4-Methyl-2-Pentanone |
| 4-Bromophenyl-phenylether |
| 4-Bromophenyl phenyl ether |
| 3-Methyl-4-chlorophenol |
| 4-Chloro-3-methylphenol |
| 4-Chloro-3-methylphenol |
| 4-Chloroaniline |
| 4-Chlorophenyl phenyl ether |
| 4-Chlorophenyl-phenyl ether |
| 4-Methylphenol |
| p-Cresol |
| 4-Nitroaniline |
| 4-Nitrophenol |

R10 Bunker Hill Valid Values

| Valid Value |
|-----------------------------|
| Acenaphthene |
| Acenaphthylene |
| Acrolein |
| Acrylonitrile |
| Aldrin |
| Aluminum |
| Aluminim |
| Anthracene |
| Antimony |
| Arsenic |
| Benzene |
| Benzo(a)anthracene |
| Benzo(a)pyrene |
| Benzo(b)fluoranthene |
| Benzo(ghi)perylene |
| Benzo(g,h,i)perylene |
| Benzo(k)fluoranthene |
| Benzoic Acid |
| Benzyl alcohol |
| bis(2-Chloroethoxy) methane |
| Bis(2-chloroethyl) ether |
| bis(2-Chloroethyl)ether |
| bis(2-Ethylhexyl) phthalate |
| Di(2-ethylhexyl)phthalate |
| Bromochloromethane |
| Bromodichloromethane |
| Dichlorobromomethane |
| Tribromomethane |
| Bromoform |
| Bromomethane |
| Methyl Bromide |
| Butylbenzylphthalate |
| Butyl benzyl phthalate |
| Cadmium |
| Carbazole |
| Carbon Disulfide |
| Tetrachloromethane |
| Carbon Tetrachloride |
| Chlorobenzene, total |
| Chlorobenzene |
| Chlorobenzene (each) |
| Chlorodibromomethane |
| Dibromochloromethane |
| Chloroethane |
| Chloroform |
| Methyl Chloride |
| Chloromethane |
| Chromium |

R10 Bunker Hill Valid Values

| Valid Value |
|--------------------------|
| Chrysene |
| cis-1,2-Dichloroethylene |
| cis-1,2-Dichloroethene |
| cis-1,3-Dichloropropene |
| Copper |
| Cyanide |
| Cyanide, free (total) |
| Dibenzo(a,h)anthracene |
| Dibenzo(a,h)- anthracene |
| Dibenzofuran |
| Dibromomethane |
| Dichlorodifluoromethane |
| DDD |
| 4,4'-DDD |
| p,p'-DDD |
| p,p'-DDE |
| 4,4'-DDE |
| EDDE |
| DDE |
| p,p'-DDT |
| Total DDT |
| 4,4'-DDT |
| DDT |
| Dieldrin |
| Diethylphthalate |
| Dimethyl phthalate |
| Dimethylphthalate |
| Di-n-butyl phthalate |
| Di-n-butylphthalate |
| n-Butylphthalate |
| Di-n-octyl phthalate |
| Di-n-octylphthalate |
| Endosulfan I |
| a-Endosulfan |
| b-Endosulfan |
| Endosulfan II |
| Endosulfan sulfat |
| Endrin |
| Endrin aldehyde |
| Endrin ketone |
| Ethyl benzene |
| Ethylbenzene |
| Fluoranthene |
| Fluorene |
| Heptachlor |
| Heptachlor Epoxide |
| Hexachlorobenzene |
| Hexachlorobutadiene |

R10 Bunker Hill Valid Values

| Valid Value |
|-----------------------------|
| Hexachlorocyclopentadiene |
| Hexachloroethane |
| Indeno(1,2,3-c,d)pyrene |
| Indeno(1,2,3-cd)- pyrene |
| Iodomethane |
| Isophorone |
| Isopropylbenzene |
| Manganese |
| Mercury |
| Mercury, Inorganic |
| Methoxychlor |
| Methylmercury |
| 2-Methyl-4,6-Dinitrophenol |
| 4,6-Dinitro-2- methylphenol |
| 4,6-Dinitro-2-methylphenol |
| Methylene chloride |
| Dichloromethane |
| Methyl tert-Butyl Ether |
| Naphthalene |
| Nickel |
| Nitrobenzene |
| N-Nitroso-di-n propylamine |
| N-Nitrosodi-n-propylamine |
| N-Nitrosodiphenylamine |
| N-Nitroso diphenylamine |
| Pentachlorophenol |
| Phenanthrene |
| Phenol |
| Pyrene |
| Selenium |
| Silver |
| Styrene |
| Tetrachloroethylene |
| Tetrachloroethene |
| Toluene |
| Toxaphene |
| 1,2-Trans-Dichloroethylene |
| trans-1,2-Dichloroethylene |
| trans-1,2-Dichloroethene |
| trans-1,3-Dichloropropene |
| trans-1,4-Dichloro-2-Butene |
| Tributyl tin |
| Trichloroethylene |
| Trichloroethene |
| Trichlorofluoromethane |
| Vanadium |
| Vinyl Acetate |
| Vinyl Chloride |

R10 Bunker Hill Valid Values

| Valid Value |
|--|
| Xylene |
| Xylene, total |
| Xylenes (total) |
| Zinc |
| alpha-BHC |
| a-BHC |
| beta-BHC |
| b-BHC |
| g-BHC |
| gamma-BHC (Lindane) |
| Lindane (g-BHC) |
| delta-BHC |
| d-BHC |
| <To be determined from performing party site specific sampling plan> |
| Total |
| Dissolved |
| NA |
| DI Leach |
| MWM (Meteoric Water Mobility Ext) |
| SPLP |
| Suspended |
| TCLP |
| Acid Soluble |
| Bioavailable |
| Comb Available |
| Extractable |
| Filterable |
| Fixed |
| Free Available |
| Inorganic |
| Non-filterable |
| Non-settleable |
| Non-volatile |
| Organic |
| Pot. Dissolved |
| Settleable |
| Supernate |
| Total Recoverable |
| Total Residual |
| Vapor |
| Volatile |
| WAD |
| <To be determined from performing party site specific sampling plan> |
| Wet |
| Dry |
| <To be determined from performing party site specific sampling plan> |
| Final |

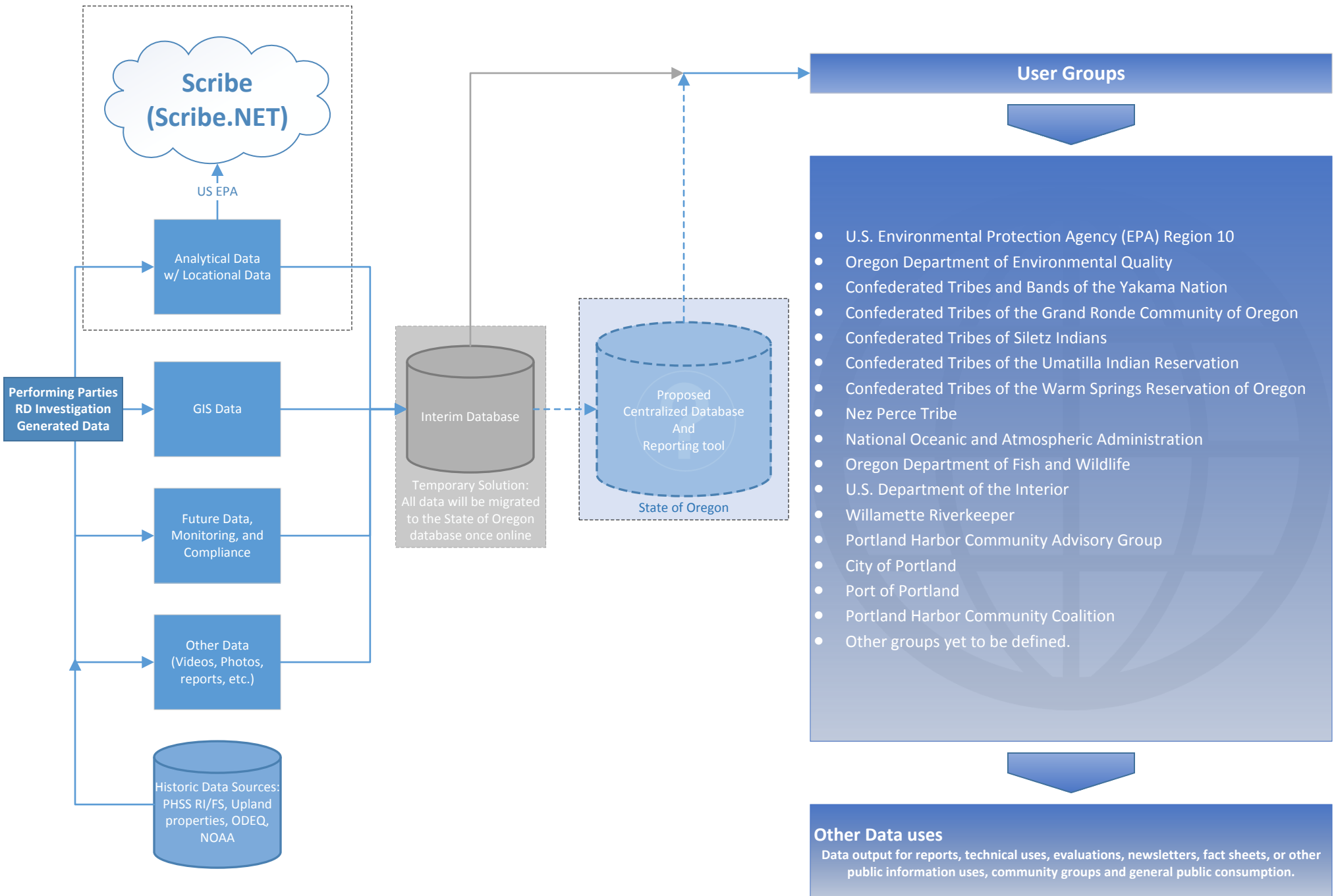
R10 Bunker Hill Valid Values

| Valid Value |
|----------------------|
| Accepted |
| Preliminary |
| Rejected |
| Validated |
| J |
| U |
| UJ |
| J- |
| J+ |
| R |
| Yes |
| No |
| S2BVEM |
| S3VEM |
| S4VEM |
| NA |
| Actual |
| Calculated |
| Blank Corrected Calc |
| Control Adjusted |
| Estimated |

Appendix C - Data Management Conceptual Model

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Data Management Conceptual Model



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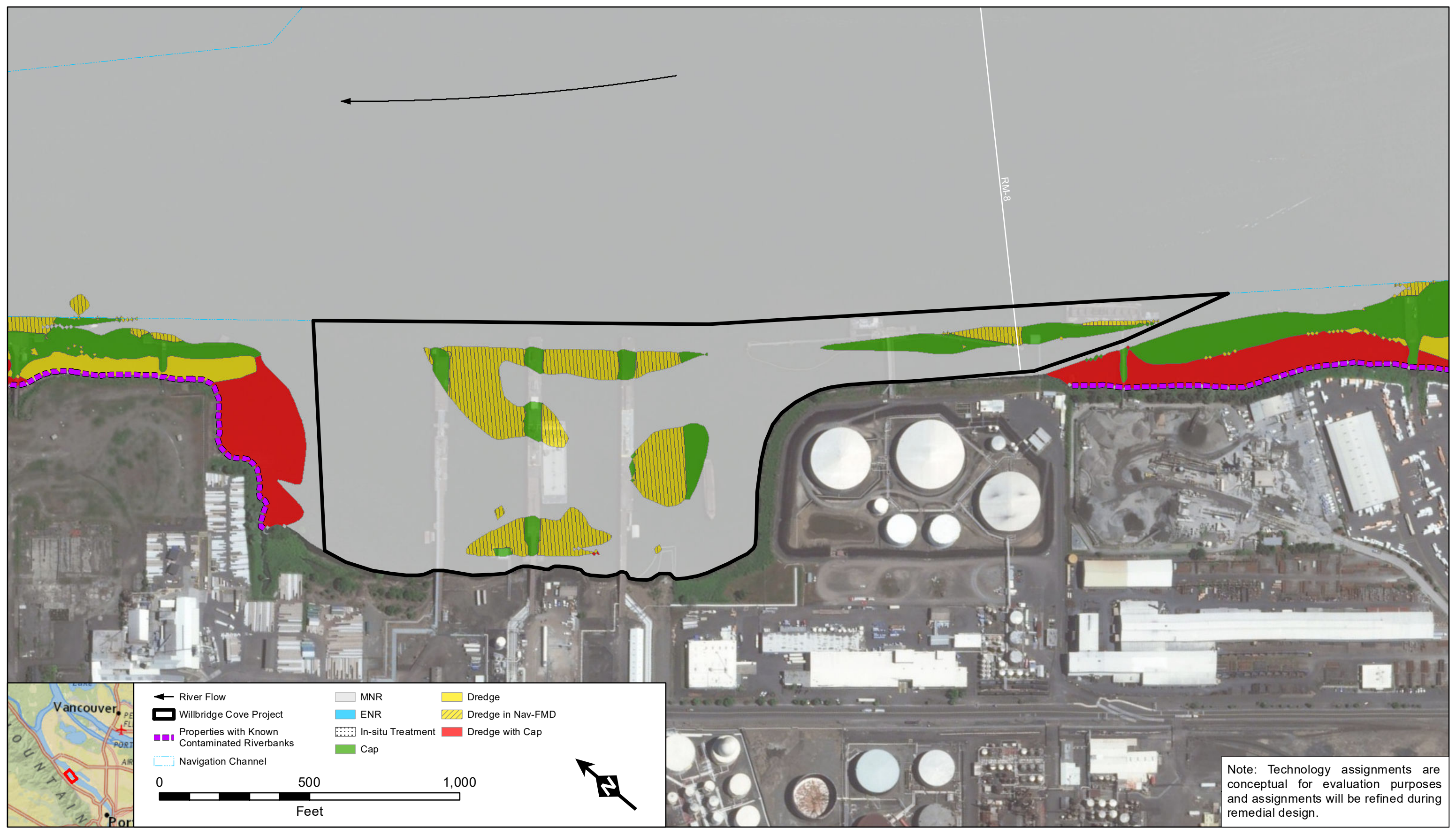
Attachment 2

Template Sufficiency Assessment Summary Table

Appendix B

Willbridge Cove Project Area Map

Path: E:\Projects\Portland Harbor\GIS\MapDocuments\Site Assessment\Technology Assignments-Willbridge-Cove.mxd, Created by: MLE



Note: Technology assignments are conceptual for evaluation purposes and assignments will be refined during remedial design.

Technology Assignments, Selected Remedy
Willbridge Cove Project Area
 Portland Harbor Superfund Site

Source Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Appendix C

Phase 2 Disbursement Amendment Language

Pursuant to Paragraph 43 of this Settlement, following EPA’s issuance of the Notice of Work Completion, Respondents may request that this Settlement be amended. If the conditions outlined in Paragraph 43 are met, EPA will agree to the amendment request, and the following will replace the current text of Paragraph 43:

43. Within 30 days after EPA’s receipt of a Cost Summary and Certification, as defined by ¶ 44.b, or if EPA has requested additional information under ¶ 44.b or a revised Cost Summary and Certification under ¶ 44.c within 30 days after receipt of the additional information or revised Cost Summary and Certification, and subject to the conditions set forth in this Section, EPA shall disburse the funds from the Willbridge Cove Disbursement Special Account at the completion of the following milestone, and in the amount set forth below:

| Milestone | Disbursement of Funds |
|--------------------------------------|---|
| EPA issuance of Notice of Completion | \$264,000 ¹ from the Willbridge Cove Disbursement Special Account, plus any Interest Earned on that amount |

EPA shall disburse the funds for the Phase 2 Disbursement from the Willbridge Cove Disbursement Special Account to Respondents in the following manner:

[Insert name and address for payment or instructions for electronic funds transfer.]”

Reimbursement for Disbursement Phase 2 will only be provided for claims made on or before December 31, 2027.

If the Parties agree to amend the Settlement as provided above, the following language will also be added to the Settlement:

On (insert date) the Parties to this Settlement agreed to amend this Settlement, by replacing the original text of Paragraph XX with the agreed-upon revised text of Paragraph XX provided herein. The amendment shall be effective upon signature by the Superfund and Emergency Management Division, EPA Region 10.

¹ This amount is calculated by multiplying \$40,000 by the Eligible Acres as defined in this Settlement.