



## **INTERAGENCY AGREEMENT (IAA)**

### **BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

### **AND**

**FRANKLIN COUNTY PUBLIC WORKS**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and Franklin County Public Works hereinafter referred to as “**FRANKLIN**” and “**CONTRACTOR**,” pursuant to the authority granted by Chapter 39.34 RCW.

**THE PURPOSE OF THIS AGREEMENT** is for FRANKLIN to conduct monitoring activities during the removal of drums and containers containing a broad variety of hazardous industrial waste, including solvents, paint sludges, and cleaners from within Zone A of the Pasco Landfill NPL Site (“Site”).

**WHEREAS**, ECOLOGY has legal authority through RCW 70A.305 and FRANKLIN (County) has legal authority through RCW 36.64 that allows each party to undertake the actions in this agreement.

### **THEREFORE, IT IS MUTUALLY AGREED THAT:**

#### **1. SCOPE OF WORK**

**FRANKLIN** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

#### **2. PERIOD OF PERFORMANCE**

The period of performance of this IAA will commence on the final signature date of Ecology, and be completed by **06/30/2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

### **3. COMPENSATION**

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

State funds will be utilized for this agreement. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$600,000.00, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount.

Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

### **4. BILLING AND PAYMENT PROCEDURE**

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington  
Department of Ecology  
Toxics Cleanup Program  
Attn: Angela Harkins  
PO Box 47600  
Olympia, WA 98504-7600

Payment requests may be submitted on a Monthly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

## **5. ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **6. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **7. ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8. CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **9. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. The parties may mutually agree to a different dispute resolution process.

## **10. FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

## **11. GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of

the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

## **12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **13. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200136.
- d. Appendix A, *Statement of Work and Budget*.
- e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

## **15. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **16. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

## **17. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **18. SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

## **19. SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

## **20. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **21. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **22. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

## **23. AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The

State of Washington, Department of Ecology  
IAA No. C2200136  
Entity Name: Franklin County Public Works

parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

**The ECOLOGY Representative is:**

Name: Jeremy Schmidt  
Address: Eastern Regional Office  
4601 North Monroe, Spokane, WA  
99205  
Phone: (509) 329-3484  
Email: JESC461@ecy.wa.gov

**The FRANKLIN Representative is:**

Name: Craig Erdman  
Address: 3416 North Stearman Avenue  
Pasco, WA 99301  
Phone: (509) 545-3514  
Email: cerdman@co.franklin.wa.us

## 24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heather R. Bartlett

\_\_\_\_\_  
Deputy Director

**Franklin County Public Works**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Erdman

\_\_\_\_\_  
Interim Public Works Director

## **APPENDIX A**

### **STATEMENT OF WORK AND BUDGET**

#### **BACKGROUND**

The Pasco Landfill NPL Site (Site) is located approximately 1.5 miles northeast of the City of Pasco and covers nearly 200 acres, surrounded by agriculture and commercial businesses. Waste disposal and closure activities were conducted at the landfill under permits issued by the Benton-Franklin Health District, the Franklin County Planning Department, and/or Ecology. Industrial wastes were disposed at the Site from 1972 through 1975. The industrial wastes were received in bulk (tanker trucks) and in 55-gallon drums or other containers. Industrial waste was segregated into five primary zones at the facility designated as zones A, B, C, D, and E (referred to as the Industrial Waste Area).

Approximately 35,000 drums of industrial waste were placed in Zone A between April 1972 and December 1974. The drums contain a variety of chemicals, including:

- Casting sands including natural occurring radioactive material (NORM),
- Paint waste,
- Metal cleaning and finishing waste,
- Wood preserving waste,
- Metal etching solutions, and
- Pesticides.

Interim actions conducted at Zone A, up until the start of the removal action have included operations and maintenance (O&M) of the following:

- Existing cap system,
- Expanded SVE system,
- Regenerative Thermal Oxidizer (RTO) treatment system,
- Non-aqueous-phase liquid (NAPL)-sorbent sock collection,
- Site wide groundwater monitoring program, and
- Other institutional controls.

The Zone A Removal Action is one part of the selected Cleanup Action for Zone A. It will be followed by in situ thermal treatment of materials remaining within Zone A. Ecology selected the Zone A Removal Action, in combination with subsequent in situ thermal treatment, and remedial actions that cover other cleanup subareas, in order to be protective of human health and the environment and be consistent with the State of Washington's preference for permanent solutions, as stated in RCW 70A.305.030(1)(b).

The main goal of the Zone A Removal Action is to remove drums, drummed waste, pooled free liquids, and readily separable (by mechanical means) and potentially combustible material from Zone A for offsite treatment and/or disposal. Additional goals are to perform the work safely, protect groundwater, and prepare Zone A for future in situ thermal treatment.



## **PURPOSE**

Zone A of the Site contains an estimated 35,000 drums and containers that originally contained solvent and paint sludges, cleaners, and a broad variety of hazardous industrial waste. The goal of the Zone A Removal Action is to:

- Remove drums,
- Remove drummed waste,
- Collect and remove pooled free liquids, and
- Remove readily separable (by mechanical means) and potentially combustible material from Zone A for offsite treatment and/or disposal.

A subset of the Potentially Liable Persons (PLPs) for the Site, the Industrial Waste Generators Group III (IWAG), is responsible for operating and maintaining the cleanup action associated with Zone A. The IWAG has engaged a general contractor (GC) to implement the Zone A Removal Action and Franklin County Public Works (FRANKLIN) will perform the Resident Engineer/Construction Management and remedial action support identified in this Statement of Work.

One of the goals of the Zone A Removal Action is to ensure the health and safety of workers and the surrounding community during work activities by using safety procedures, engineering controls, and air monitoring around the perimeter of the work areas. This project will support tasks designed to benefit the local community, including:

- Documentation of conditions after the Zone A removal is complete;
- Perimeter air monitoring to ensure air quality for the protection of:
  - Site workers
  - The general public
  - The environment
- Supplemental groundwater monitoring to ensure the drum removal activities do not have an adverse impact on the groundwater in and around the Site;
- Sediment and erosion control;
- Inspection of the temporary protective structure in place over the excavation;
- Quality assurance and quality control for characterization of waste removed from the Site; and
- Documentation of the project work and associated monitoring in the Zone A Removal Action Construction Completion Technical Memorandum.

## **SCOPE OF WORK**

The project scope of work includes the following tasks:

- Task 1 – Survey and CAD Support
- Task 2 – Zone A Supplemental Groundwater Monitoring
- Task 3 – Structure Inspection and Reporting
- Task 4 – Perimeter (Five Stations) and Structure (One Station) Air Monitoring
- Task 5 – Sediment and Erosion Control Inspections
- Task 6 – Quality Assurance/Quality Control Waste Characterization and Profiling
- Task 7 – Draft/Final Construction Completion Technical Memorandum

### **Task 1 – Survey and CAD Support**

This task includes FRANKLIN providing survey work, including control points, processing and management of survey data, and preparation of progress and completion drawings.

Survey and associated CAD support under this task is performed weekly in accordance with the ECOLOGY Enforcement Order No. DE 16899 and the approved Zone A Removal Action Engineering Design Report (EDR). The survey and CAD work is performed on an ongoing basis to document contaminated soil excavation progress and the areas of Zone A where waste removal has been completed. The vertical and horizontal extent of excavation are surveyed to ensure that the excavation is properly documented. Survey data will be compiled and utilized to develop as-built drawings in support of the Construction Completion Technical Memorandum. Bottom elevations and grid clearance forms that document excavation completion will be reported for each grid location in monthly progress reports.

#### **Task 1 Deliverable**

1. FRANKLIN will provide monthly Zone A Removal Action Progress Reports to document activities under this task.
  - a. FRANKLIN will provide this deliverable electronically (email) for ECOLOGY review.
  - b. All monthly reports generated under this task will be compiled and included in the Construction Completion Technical Memorandum.
  - c. Excavation bottom elevations for each grid of Zone A will be included in the monthly progress report.
2. Draft as-built drawings of the Zone A cleanup areas will be provided to ECOLOGY for review in the Construction Completion Technical Memorandum (Task 7).

### **Task 2 – Zone A Supplemental Groundwater Monitoring**

Zone A Supplemental groundwater monitoring is performed twice a quarter and supplements the ongoing semi-annual Site-wide groundwater monitoring program. This Zone A supplemental monitoring program focuses on monitoring groundwater quality at wells immediately upgradient and downgradient of Zone A for the purpose of identifying any potential groundwater impact from the removal activities.

The Zone A supplemental groundwater monitoring is performed every six (6) to seven (7) weeks in January, March, April, June, July, September, October, and December. Eight (8) groundwater wells around Zone A are monitored, including one (1) well located upgradient of Zone A and seven (7) wells located downgradient of Zone A. Groundwater samples and field duplicates collected at each well are analyzed for compounds of potential concern as specified below.

This task includes labor and expenses related to collection of groundwater samples. The cost of laboratory analysis is not included.

Groundwater samples will be collected from the eight (8) Zone A groundwater monitoring wells every six (6) to seven (7) weeks, as outlined above, over the life of this Agreement. The end date will be determined by the excavation completion date and duration of post-excavation groundwater monitoring required by ECOLOGY. A year of implementation of the supplemental groundwater monitoring plan will include the collection and analyses of up to seventy-two (72) samples, including field duplications.

Analyte groups include the following:

- Volatile Organic Compounds (VOCs)
- Semi-Volatile Organic Compounds (SVOCs)
- Herbicides
- Organochlorine pesticides
- Organophosphorus pesticides
- Polychlorinated biphenyls (PCBs), and
- Metals

#### **Task 2 Deliverables**

1. FRANKLIN will provide Zone A Supplemental Groundwater Monitoring Progress Reports, to accompany applicable invoices, to document activities under this task.
  - a. FRANKLIN will provide this deliverable electronically (email) for ECOLOGY review.
  - b. FRANKLIN will provide a summary of preliminary analytical laboratory results as part of this progress report as applicable.
2. FRANKLIN will provide a final Zone A Supplemental Groundwater Monitoring Progress Report by 05/15/2023 that will include a compilation of all Progress Reports produced under this Task.
  - a. FRANKLIN will provide this deliverable electronically (email) for ECOLOGY review.

#### **Task 3 – Structure Inspection and Reporting**

This task is related to structural inspections performed on a moveable and temporary structure under which active waste excavation occurs. The temporary structure is used as an engineering control to collect and treat waste air emissions and protect air quality outside of the structure. The temporary structure is a metal-framed enclosed building approximately 180 feet long, 130 feet wide, and 30 feet tall. A negative air pressure/filtration system inside the structure maintains a vacuum and prevents potential hazardous air from escaping to outside of the structure.

To cover the entire area of excavation, the structure is moved as excavation progresses. Each time the temporary protective structure is repositioned in Zone A, a third-party inspects the frame connections, peak strut, ballast, and purlin/bracing in accordance with project specifications, plans, and Franklin County's building department requirements. The inspections are documented on a Temporary Structure - Structural Component Inspection Sheet to ensure that the temporary structure is erected and weighted down properly in accordance with the structure design to ensure safety of workers and the community at the Site and neighboring property.

Up to three (3) structure relocation inspections are included in this scope of work, dependent on construction progress and scheduling. The structure inspections are performed by a third party including structural engineering coordination and concurrence in accordance with Franklin County requirements.

#### **Task 3 Deliverables**

1. FRANKLIN will provide a structure inspection report within the applicable monthly Zone A Removal Action Progress Report each time the structure is erected to document activities under this task.
  - a. FRANKLIN will provide this deliverable electronically (email) for ECOLOGY review.

#### **Task 4 – Perimeter (Five Stations) and Structure (One Station) Air Monitoring**

This task is conducted continuously during excavation activities at five (5) air monitoring stations located around the perimeter of the removal activity areas and one (1) air monitoring station located inside the temporary structure, and the operation of a centrally located weather station. This monitoring is performed to ensure that the neighboring properties and surrounding community are not impacted by work activities within and near Zone A.

This task includes the following items for reimbursement related to the monitoring stations:

- Rental of equipment,
- Labor to operate and maintain equipment,
- Technical support, and
- Reporting support.

Each perimeter station consists of a tripod with a weather proof box containing direct-read instrumentation used to monitor air for both VOCs, utilizing a photoionization detector (PID) and particulate matter utilizing a dust meter. The monitoring station inside the temporary structure is used to inform site personnel of the ambient conditions near the active excavation. An additional backup unit is maintained onsite to be deployed as a replacement in the event of equipment failure at one of the air monitoring stations. The direct read instrumentation at each air monitoring station is inspected, maintained and calibrated to manufacturer specifications daily. The stations are set up before each work shift and taken down at the end of each work shift.

In addition to the direct reading instrumentation described above and utilized for daily air monitoring, this task includes the utilization of summa canisters at all of the air monitoring stations (perimeter and inside of the temporary structure) to monitor for additional volatile compounds not detected by the PIDs. If the results of any summa canister analysis indicates that specific VOC action levels have been exceeded, additional summa canister monitoring will be performed for verification purposes. No action level exceedances have occurred to date.

#### **Task 4 Deliverable**

1. FRANKLIN will provide monthly Zone A Removal Action Progress Reports to document activities under this task.
  - a. FRANKLIN will provide this deliverable electronically (email) for ECOLOGY review.
  - b. All monthly reports generated under this task will be compiled and included in the Construction Completion Technical Memorandum.
  - c. FRANKLIN will provide a summary of total VOC and particulate (dust) data as part of this monthly report.
  - d. FRANKLIN will provide a summary of analytical laboratory results from summa canister sampling as part of this monthly report.

#### **Task 5 – Sediment and Erosion Control Inspections**

This task is performed weekly in accordance with the ECOLOGY approved Stormwater Runoff Management Plan (SWRMP), which is presented in Appendix D.1 of the Engineering Design Report (EDR). The inspections include review of the erosion control fencing and straw on site and ensure that sediment and erosion control measures in the construction areas are in compliance with the SWRMP. Information on the inspections and control measures are maintained onsite and available for review by the State.

#### **Task 5 Deliverables**

1. FRANKLIN will provide monthly Zone A Removal Action Progress Reports to document activities under this task.
  - a. FRANKLIN will provide this deliverable electronically (email) for ECOLOGY review.
  - b. All monthly reports generated under this task will be compiled and included in the Construction Completion Technical Memorandum.
  - c. FRANKLIN will provide weekly sediment and erosion control inspection/results reports as part of this monthly report.

#### **Task 6 – Quality Assurance/Quality Control Waste Characterization and Profiling**

This task is performed on an ongoing basis to ensure that material removed from Zone A is properly characterized and documented for transport through the community for off-Site, out-of-state disposal. Waste characterization, profiling, and manifesting is performed in accordance with the Waste Handling, Characterization, and Disposal Plan, which is presented in Appendix C of the Engineering Design Report (EDR).

In order to complete this task, FRANKLIN will review the following documentation provided by the general contractor for each waste load to be transported in order to determine if the information is correct and/or requires revision:

- Field hazard categorization (HazCat) data;
- Laboratory analytical data;
- The proposed waste characterization (a.k.a. waste designation);
- The proposed waste profile for the receiving off-Site waste disposal or treatment facility; and
- The proposed waste manifest documents.

#### **Task 6 Deliverables**

1. FRANKLIN will provide monthly Zone A Removal Action Progress Reports to document activities under this task.
  - a. FRANKLIN will provide this deliverable electronically (email) for ECOLOGY review.
  - b. FRANKLIN will provide an electronic summary of waste information, including copies of HazCat and third-party analytical data for each transported load as part of this monthly report.
  - c. An electronic copy of all final waste shipment records for each load transported will be compiled and included in the Construction Completion Technical Memorandum.

#### **Task 7 – Draft/Final Construction Completion Technical Memorandum**

FRANKLIN will draft and finalize a Construction Completion Technical Memorandum for ECOLOGY's review.

#### **Task 7 Deliverables**

1. FRANKLIN will submit a draft Construction Completion Technical Memorandum ninety (90) days following the end of Zone A removal action field activities to ECOLOGY for review.
2. FRANKLIN will submit a final Construction Completion Technical Memorandum, including ECOLOGY's comments on the draft version, thirty (30) days following the receipt of ECOLOGY's comments.
3. If formal deliverables outlined above are not available at the time of invoicing submission for this task, a written progress report will be provided to ECOLOGY.

# **BUDGET**

Item	Description	Amount
1	Task 1 – Survey and CAD Support	\$113,086.00
2	Task 2 – Zone A Supplemental Groundwater Monitoring	\$123,440.00
3	Task 3 – Structure and Inspection Reporting	\$1,540.00
4	Task 4 – Perimeter (Five Stations) and Structure (One Station) Air Monitoring	\$186,674.00
5	Task 5 – Sediment and Erosion Control Inspections	\$13,000.00
6	Task 6 – Quality Assurance/Quality Control Waste Characterization and Profiling	\$91,260.00
7	Task 7 – Draft/Final Construction Completion Technical Memorandum	\$71,000.00
	<b>Total Project Cost</b>	<b>600,000.00</b>

**Overall Budget Table Note:** Task budgets may be moved between tasks without formal amendment.