

December 8, 2023

Mr. Ross McMakin, CHST, Program Manager NWFF Environmental 33979 Texas Street SW Albany, Oregon 97321 Via email: <u>Ross@nwffenviro.com</u>

Re:

Incident Order Contract No. TCR-23-06
 Price Agreement # PO-10700-0007513
 JH Baxter Time Critical Removal Action Services

Dear Ross:

Attached is a copy of Incident Order Contract No. TCR-23-06 signed by DEQ. This Incident Order provides for NWFF to implement time critical removal action services, including removal of contaminated soil at two residential properties where changed exposure conditions necessitate urgent cleanup, at the JH Baxter Removal Action Area in Eugene, Oregon.

Please sign the enclosed Incident Order. Once the fully signed copy is returned to DEQ electronically and verification of the insurance coverages required by the Incident Order is provided to DEQ, your company is authorized to proceed. However, NWFF shall not proceed with construction work on Site, including any soil removal actions, until all initial Contract requirements, including the performance bond, payment bond, and public works bond, have been fully executed and submitted to DEQ.

Should you have any questions regarding this Incident Order, you may contact Danielle Johnson, Contract Officer, at (503) 229-5449; Ian Poellet, Contract Specialist, at (503) 880-0021; Don Hanson, Task Order Manager, at (541) 687-7349; or Sarah Eagle, Project Manager, at (971) 357-5275.

Sincerely,

Brian Bolini

Brian Boling, Administrator Central Services Division

Enclosures

cc: Don Hanson, DEQ/WR/Eugene Sarah Eagle, DEQ/WR/Eugene Danielle Johnson, DEQ/HQ Ian Poellet, DEQ/HQ

INCIDENT ORDER CONTRACT

EMERGENCY RESPONSE & TIME CRITICAL REMOVAL OF OIL AND HAZARDOUS WASTE

Incident Order Contract No.: TCR 23-06	Price Agreement No.: PO-10700-00007513

Change Order No.:

This Incident Order Contract ("IOC") is between <u>Oregon Department of Environmental Quality ("DEQ")</u> ("Authorized Purchaser" or "AP") and <u>NWFF Environmental</u> ("Contractor") and is issued under Price Agreement # <u>PO-10700-00007513</u> between the State of Oregon acting by and through its Department of Administrative Services, Procurement Services and Contractor.

CONTRACTOR CONTACT:	PHONE NUMBER:
Ross McMakin	800-942-4614
FAX NUMBER:	MOBILE NUMBER:
	541-231-2618
AP PROJECT MANAGER:	PHONE NUMBER:
Don Hanson	541-687-7349
FAX NUMBER:	MOBILE NUMBER:
	503-329-7391

AP ON-SCENE	COORDINA	TOR:	PHONE NUMBER:
Geoff Brown			541-686-7819
DIVISION/OFI	FICE:		MOBILE NUMBER:
Eugene			541-501-2145
_ <u>X</u> YES	NO	AUTHORIZED TO MAKE FIELD CHANGES WHICH CHANGE THE SCOPE OF THE IOC WORK.	
YES	_ <u>X</u> _NO	AUTHORIZED TO MAKE FIELD CHA	NGES WHICH EXCEED THE TOTAL IOC AMOUNT.

SITE INFORMATION

SITE NAME: JH Baxter Time Critical Removal Action Services	
ADDRESS/LOCATION: 242 Alva Park Drive, 240 Baxter Street	
NEAREST CITY: Eugene	COUNTY: Lane

UILUN	HECK ALL THAT APPLY: SUSPECTED SUBSTANCE(S):		:(S):	
	EMERGENCY RESPONS	E ACTION	Dioxins (in soil)	
X	TIME CRITICAL REMOV	AL ACTION	ESTIMATED QUANTITY:	
	DRUG LAB		310 cubic yards of cont	aminated soil
	HIGHWAY RELATED SP	PILL	ON-SCENE CONTACT PE	RSON AND AGENCY:
	ABANDONED WASTE MATERIAL Geoff Brown, DEQ: 541-501-2145		-501-2145	
	LEAKING CONTAINER		MANIFEST TO BE SIGNE	D BY:
	CONTAINED		-	
	OTHER		WASTE DISPOSITION:	
	WAIVE ONE-HOUR MOBILIZATION Landfill			
SCOPE	OF WORK:		<u> </u>	
Contract	or shall not contact neighbor	hood tenants with	out prior approval from DF	EQ.
	ot pay Contractor any amount i ed before the Issue Date or after			is IOC, and will not pay for Services
Contractor soil remo the attact payment	or shall complete the time critic wal and site restoration for two ned Statement of Work ("SOW"	al removal action, in properties at the S), which is incorpora insurance requiren	ncluding mulch installation at ite: 242 Alva Park (AP-01) an ated herein to this IOC. The te	t up to five residential properties and d 240 Baxter (SO-6), as described in
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This IOC authorizes the above described work only. Contractor shall contact the Authorized Purchaser Project Manager or On-Scene Coordinator immediately in the event of any uncertainty regarding the scope of cleanup required under this IOC. The terms and conditions of the Price Agreement are hereby made a part of this IOC and take precedence over all other conflicting terms and conditions express or implied.

APPROVED BY:

Authorized AP signature and date:		Authorized Contractor signature and date:	
Brian Boling Brian Boling (Dec 8, 2023 12:14 PST)	12/08/2023	Ross McMakin Ross McMakin (Dec 11, 2023 17:14 PST)	12/11/2023
DAS, State Procurement Office signa	ture and date:	Department of Justice signature an	nd date:
(required on IOC's \$150k and ove	r)	(required on IOC's \$150k and o	ver)
Approved per email from Jennifer Jo	lley dated 11/30/2023	Approved for Legal Sufficiency for email from AAG Andrea Goodwin	

EMAIL FULLY-EXECUTED IOC TO:

- 1) Contractor
- 2) DEQ On-Scene Coordinator
- 3) <u>DEQEXP@DEQ.OREGON.GOV</u>
- 4) DEQ Cost Recovery: <u>ISMERIO.DAWN@DEQ.OREGON.GOV</u>

INCIDENT ORDER CONTRACT NO. TCR-23-06 Price Agreement #_PO-10700-00007513 JH Baxter & Co Eugene Time Critical Removal Action Services STATEMENT OF WORK

I. <u>GOAL & OBJECTIVES</u>

The goal of this Incident Order Contract No. TCR-23-06 ("IOC") is to conduct time critical removal action services, including removal of contaminated soil at two residential properties and the city rights-of-way between the properties and the street, as applicable, which comprise two respective decision units ("DUs"), and spread mulch on bare soil at up to five other residential properties that had trees and vegetation removed collectively, the "Removal Action Area" or "Site", located near the former J.H. Baxter & Co. ("Baxter") facility ("Facility"), located at 85 Baxter Street, Eugene, Oregon ("Facility site"). The Removal Action Area is displayed in the figures in Attachment A, Offsite Removal Action Work Plan, to this Statement of Work ("SOW"). The overall purpose of the time critical removal action services is to protect public health and safety by reducing or eliminating the immediate risk of exposure to hazardous substances in soil at the residential properties.

In meeting this goal under this initial IOC, Contractor (or "Earthwork Contractor" or "EC") shall:

- Provide project administration services for the work described in this SOW; and
- Provide all work more particularly described in this SOW, including but not limited to, all materials, equipment, labor, transportation, services and incidentals necessary to successfully implement critical components of the following sections of the DEQ-approved Offsite Removal Action Work Plan ("RA Work Plan"), dated October 10, 2023, for the two DUs at 240 Baxter Street and 242 Alva Park Drive:
 - Section 4 Preparatory Activities,
 - Section 5 Removal Activities,
 - Section 6 Backfill and Restoration,
 - o Section 7 Decontamination and Investigation-Derived Waste Management,
 - Section 8 Communication Plan,
 - Appendix B of Attachment A, the Removal Action ("RA") Scope Memorandum modified specific for the two DUs, at 240 Baxter Street and 242 Alva Park Drive, which are incorporated herein by this reference, and
- Obtain and spread mulch from a source acceptable to DEQ, on bare soil areas at up to five residential properties, as directed by DEQ, as a temporary physical barrier in order to limit residential exposure to contaminated soils until the remaining aspects of the RA Work Plan and RA Scope Memorandum can be implemented.

In the event of a conflict between any provisions within this SOW, the component parts of the SOW will be interpreted in the following order of precedence:

1. The provisions of this primary SOW document, without the Attachments to the SOW or other information incorporated by reference;

- The Attachment A Offsite Removal Action Work Plan dated 10/10/2023, including Figure 1 Vicinity Map and Figure 2 Residential Property Map and Appendix B – Offsite Removal Action Scope Memorandum, specific to residential properties at 240 Baxter Street and 242 Alva Park Drive;
- 3. The provisions of the primary PA document, less any Exhibits or other information incorporated by reference;
- 4. The Attachment B Supplemental General Conditions to the State of Oregon General Conditions For Public Improvement Contracts for this IOC, dated 12/07/2023 and specifically applicable to the work described in this initial SOW ("SGCs");
- 5. The <u>State of Oregon General Conditions for Public Improvement Contracts (January</u> <u>1, 2012 Edition</u>), which are incorporated into the SOW by reference;
- 6. The **Attachment C** State of Oregon Standard Public Improvement Contract Payment Bond and the **Attachment D** State of Oregon Standard Public Improvement Contract Performance Bond, which are incorporated into the SOW by reference; and
- 7. Any other attachments or other information incorporated into the SOW by reference.

II. <u>BACKGROUND</u>

The Facility was developed and began wood treatment in 1943. Before 1943, the area was undeveloped farmland. The earliest treating processes used creosote formulations in a single retort (Retort 82). In 1945, a second retort (Retort 83) was added for treating wood products with pentachlorophenol ("PCP"). Between 1945 and 1970, the Facility added four more retorts and began using PCP, metals-based treating solutions, and fire retardants. Baxter closed the Facility on January 31, 2022. Additional details regarding the Facility history are described in DEQ Task Order #065-23-05.

Investigations have confirmed releases of hazardous substances to soil and groundwater from the Facility. Hazardous substances detected at the Facility site include PCP, arsenic and polycyclic aromatic hydrocarbons ("PAHs"), volatile organic compounds ("VOCs"), polychlorinated biphenyls ("PCBs") and polychlorinated dibenzofurans ("dioxin/furans", or "dioxins", or "D/Fs").

In 2021, dioxin contamination was confirmed in soil samples collected from residential yards immediately north of the Facility. Concentrations of dioxins in the 2021 samples were highest in yards within areas where air deposition modeling completed by the Lane Regional Air Protection Agency ("LRAPA") predicted predominant summer wind direction and deposition areas from the Facility. Concentrations of dioxins detected in some residential yards and other areas sampled exceed DEQ's acceptable risk level for dioxins in residential soil, which is 4.7 parts per trillion ("PPT"). The dioxin concentrations in some of those residential yards exceeded 40 PPT, which may present increased health risks to children younger than six years of age.

DEQ performed tree and vegetation removal at seven residential properties ahead of planned contaminated soil removal activities at the seven properties. However, no bids were received for performing the contaminated soil removal. Because the vegetation removal exposed contaminated soil and potentially changed exposure conditions to the residents, DEQ intends to implement time critical removal action services, including spreading mulch on bare soil areas at up to five residential properties, and soil removal and site restoration at the following two residential properties with the highest risk of exposure, to reduce or eliminate hazardous substances in the soil: 240 Baxter St. (Step-Out DU [SO-06]), and 242 Alva Park Dr. (AP-01).

III. WORK TO BE PERFORMED

The Contractor shall perform the following work according to the terms of the PA, IOC, and the other Contract Documents, as more particularly described in the Tasks and other provisions set forth below. Contractor agrees that it will perform the work under this IOC in compliance with all State of Oregon, federal, and local statutes, administrative rules, regulations, ordinances and other applicable laws, including but not limited to, Oregon Revised Statute ("ORS") 279C.800 through 279C.870 and related Bureau of Labor and Industries ("BOLI") administrative rules in Oregon Administrative Rule ("OAR") 839-025 concerning the payment to subject workers of Oregon Prevailing Wage Rates and Apprenticeship Rates in place as of July 5, 2023, and as amended October 5, 2023. Accordingly, the Contractor must confirm that the Contractor and any subcontractor(s) performing work under this IOC and all subsequent COs has a public works bond filed with the Oregon Construction Contractors Board ("CCB") before starting performance of the work, unless exempt under ORS 279C.836(4), (7), (8) or (9).

The BOLI wage rates and requirements are set forth in the applicable BOLI booklet and any listed amendments to that booklet, found on the BOLI website (<u>https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx</u>), which are incorporated herein by reference, and apply to the Contractor's work and any subcontractors' work authorized under this IOC and any subsequent change orders to the IOC through the duration of the work.

The work will take place in Lane County, BOLI Region 5.

This IOC also incorporates by reference the State of Oregon General Conditions for Public Improvement Contracts (January 1, 2012 Edition) ("GCs"), the Supplemental General Conditions (12/7/2023 version)("SGCs"), attached hereto as **Attachment B**, and the forms of the Payment Bond and Performance Bond referenced in Section G.2.2 of the GCs, attached hereto as **Attachment C** and **Attachment D** respectively, all of which the Contractor acknowledges it has received, reviewed, and agrees to. Should questions arise regarding application of the General Conditions and Supplemental General Conditions, Contractor shall notify DEQ immediately for resolution. Contractor shall:

- Provide fully completed, fully-executed forms of the Payment Bond and the Performance Bond, to meet the full contract amount of this IOC to DEQ's Contract Officer prior to the start of construction work at the Site.
- Provide updated, fully-completed, fully-executed forms of the Payment Bond and Performance Bond to meet the full contract amount of the IOC to DEQ's Contract Officer prior to the start of additional work outlined in any subsequent amendment to this IOC.
- Provide Contractor's Public Works Bond (unless exempt) to DEQ's Contract Officer prior to the start of construction work at the Site.

• Provide proof of insurance for all coverages required under the PA, and the IOC as modified by the attached SGC's, and all subsequent amendments, for the work described in this SOW prior to performing under this Contract.

Task 1.Project Administration

The Contractor shall provide project administration to manage and maintain control over the technical and financial aspects of this IOC until the work is complete. This Task includes preparing invoices, tracking project costs, preparing a schedule and maintaining schedules in accordance with the schedule provided herein, and responding to DEQ inquiries regarding project administration items. Changes to this SOW that are outside the scope currently contemplated herein, changes that would cause the total authorized budget to be exceeded, or changes that would present additional, different or increased risk not likely to be covered by insurance presently held by Contractor shall be accomplished via an IOC Change Order ("CO") and executed prior to the Contractor's performance of work at the Site. For changes other than those described above, while an IOC CO should be executed prior to Contractor's performance of work. DEQ may provide written authorization for Contractor to proceed prior to execution of a formal IOC CO. Contractor, however, shall not proceed with any changed work prior to execution of either an IOC CO or written authorization by DEQ.. This IOC shall expire on February 29, 2025 (approximately one year from the scheduled date of substantial completion), to fully accommodate any corrective work that is required by the Contractor under the terms of the 1-year warranty on the work, pursuant to Section I.2 of the General Conditions.

Task 2.RA Work Plan Implementation

Contractor shall execute any necessary subcontracts and, with assistance from any necessary subcontractors, provide all work required to implement the following sections of the RA Work Plan, including the Appendix B, Scope Memorandum, as modified by this SOW, for only the properties at 240 Baxter Street and 242 Alva Park Drive.

Section 4: Preparatory Activities

Contractor shall execute the EC work as described in Section 4: Preparatory Activities, except as modified below.

Subsection 4.1, Preparatory Activities for Project Implementation, is replaced with the following work activities:

Health and Safety

Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and compliance with the minimum requirements of Contractor's Health and Safety Plan in force for the work. Potential contaminants at the Removal Action Area from former wood treating operations at the Facility include dioxins and furans. Additional information regarding Facility contamination can be provided by DEQ or DEQ's Environmental Services Contractor, GSI. Attachment A references a HASP prepared by GSI in 2022, however, while noted as attached as Appendix A to Attachment A, GSI's HASP will not be provided to Contractor as it only covers GSI personnel and may not be relied upon by Contractor. Therefore, any references to Appendix A throughout Attachment A shall be disregarded.

Contractor shall warrant that all its employees engaging in hazardous waste operations, which could expose employees to hazardous substances, safety, or health hazards, have obtained the necessary health and safety training and medical monitoring as specified in 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response ("HAZWOPER"), and all applicable state and local laws, regulations, and ordinances regarding health and safety.

Utilities

Contractor shall arrange to have public and private underground utilities located and marked prior to beginning excavation activities. Contractor shall contact the Oregon Utility Notification Center, which will notify the various utilities in the area to mark any underground installations in the vicinity of the Removal Action Area. In addition, the Contractor shall subcontract with a private locator to mark (and camera before and after for sanitary sewer and storm sewer [if applicable] lines) the utilities within the Removal Action Area.

Subsection 4.2, Preparatory Activities with Property Owners/Tenants

Contractor shall execute the EC work as described in subsection 4.2, Preparatory Activities with Property Owners/Tenants, as well as the following:

Mulch

Contractor shall obtain and spread mulch from a source acceptable to DEQ, on bare soil areas at up to five residential properties, as directed by DEQ, as a temporary physical barrier in order to limit residential exposure to contaminated soils until the remaining aspects of the RA Work Plan and RA Scope Memorandum can be implemented.

Portable Storage Units and Handling Personal Items

DEQ has worked with residents to minimize the number of personal items that will remain in the Removal Action Area prior to earthwork activities. DEQ and GSI currently anticipate that only one residence will require a total of up to 2 portable storage units, which shall be obtained by Contractor. Additionally, the portable storage units will remain on adjacent roadways (or within the property driveway [at Contractor's discretion] if it does not impact the work efforts of Contractor). The positioning of portable storage units in the right of way should be included in the traffic control plan discussed below. Items remaining in yards when work begins are to be moved by Contractor out of the way or into the portable storage unit at the Contractor's discretion and must be done with care. Residents have been notified to move fragile or personally important items prior to Contractor mobilizing to their property. Contractor will not be responsible for damage to personal items unless due to gross negligence.

DEQ will continue to work with residents ahead of earthwork activities to remove as much from the Removal Action Area as possible prior to the arrival of the Contractor. Remaining items to be moved by the Contractor will be tagged by the residents.

Contractor's labor associated with moving personal items will be compensated for. Contractor may use a moving firm if they like.

The 40-foot shipping container at 240 Baxter Street has been emptied of most of its contents and can be moved by Contractor as-is. Contractor shall still be required to move the container from the property during the soil removal action and return the container once complete. However, the container may be moved within the right of way adjacent to the property rather than off-site if this is integrated into the traffic control plan.

Subsection 4.3, Prior Approvals of the RA Work Plan

Contractor shall execute the EC work as described in subsection 4.3, Prior Approvals, except for Permits, which is modified as follows:

Permits Waived

DEQ will use its authority under Oregon Revised Statute ("ORS") 465.315(3) to waive local permit procedural requirements for this project. Permits affected include a Commercial Erosion Prevention permit, right-of-way excavation permit, and private use of a public right-of-way permit. DEQ will notify the appropriate parties and pay any fees directly. Contractor will not be responsible for paying City permit fees. However, in accordance with ORS 465.315(3), the substantive requirements of these permits must still be met by Contractor.

Commercial Erosion Prevention Permit. The Contractor shall coordinate with GSI and DEQ to develop a Construction Site Management Plan ("CSMP") to meet the requirements of the City of Eugene's Erosion Prevention and Construction Site Management Program prior to commencing activities that could cause erosion.

City Right-of-Way ("ROW") Excavation Permit. Contractor is not required to obtain a ROW excavation permit. GSI will coordinate with the City of Eugene urban forester to observe excavation near protected trees within the ROW and excavations within the City ROW shall be in alignment with the RA Work Plan and associated Scope Memoranda. As defined in those documents, Contractor shall locate all utilities prior to excavation and no roadway pavement shall be removed.

Private Use of Public Way Permit. Contractor is not required to obtain a Private Use of Public Way permit. However, Contractor shall coordinate with GSI and DEQ to develop a Traffic Control Plan ("TCP") that fulfills the substantive requirements of the Private Use of Public Way permit prior to impacting a public right of way. The TCP must be in alignment with City of Eugene Standard Details for temporary closures and lane reductions (TM-800 Series details) COE-TM-Drawings-2021-A2 (eugene-or.gov), if temporary closures or lane reductions are utilized.

Section 5: Removal Activities

Contractor shall execute the EC work as described in Section 5: Removal Activities, except as otherwise modified below.

The City of Eugene has a noise ordinance between the hours of 10:00 PM and 7:00 am. As such, work must occur during the day. Contractor shall adhere to this noise ordinance with work activities starting no earlier than 7:00 AM and generally ending no later 7:00 PM.

Subsection 5.2, Surveying

Contractor shall execute the EC work as described in subsection 5.2, Surveying, except as modified below:

Initial and final surveys shall be completed by Contractor, with assistance from the Contractor's third-party surveyor subcontractor, as described in subsection 5.2, . During-excavation verification will be fulfilled by GSI or DEQ, in coordination with Contractor, as described in subsection 5.2.

Section 5.3, Excavation and Site Controls

Contractor shall execute the EC work as described in subsection 5.3, Excavation and Site Controls, except as modified below:

Sloping, as described in subsection 5.3 is not required.

Property Access by Subcontractor. Contractor shall have access to all outdoor portions of the Removal Action Area. There will be no access to inside residences or other permanent structures within the Removal Action Area for the duration of the work.

Property Access by Owner/Tenant. While residents will be temporarily relocated during the excavation and import fill tasks of the RA, in some cases the residents will need short term access to their homes to feed and care for pets. GSI will coordinate with the owner/tenant and the Contractor on the timing and procedures for access to the properties during the cleanup period.

Utilities. Contractor shall provide water, power, and a portable restroom for their work activities. If water is needed to prevent dust generation, the Contractor shall provide a water truck or water trailer and obtain appropriate access to use Eugene Water and Electric Board water from their hydrants (or other source). Municipal water supplied by a residential outdoor tap in the Removal Action Area must not be used.

Soil Stockpiling. is replaced with the following:

Soil stockpiling should be avoided, when possible, to minimize the handling of impacted soil. If the Contractor elects to stockpile contaminated soil for later off-haul, Contractor shall place soil on at least 6-mil plastic sheeting unless placing on areas where backfilling with clean soil has not yet been performed. No soil shall be stockpiled on hardscape areas. During periods of inactivity, Contractor shall cover stockpiles with at least 6-mil plastic sheeting to prevent wind or stormwater erosion. Contractor shall secure plastic sheeting against wind and rain and slope it to drain precipitation without ponding. Additionally, Contractor shall install a berm around the stockpile, as needed, to physically contain the soil and prevent stormwater runoff from the pile to the surrounding ground. Contractor shall wet the stockpile, as necessary to prevent dust from blowing offsite.

Protected Tree Root Zones is added to subsection 5.3 Excavation and Site Controls.

Protected Tree Root Zones Contractor shall protect two large trees within the Removal Action Area during RA activities. These trees are shown in Attachment A, Figure A7-1. One of these trees is within the City of Eugene ROW. A City arborist will be present at the beginning of excavation activities in DUs where protected trees are located to delineate critical root zones (no further than the drip lines of the trees) and outline approved excavation methods with the Contractor. In general, excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved excavation methods within critical root zones. No heavy equipment should be operated or staged within this area. After the excavation and prior to backfilling, Contractor shall cover any exposed roots as soon as possible either with a tarp, burlap, mulch, or new soil and maintain moisture on the roots. Contractor shall add new topsoil to fully cover the roots within a couple of days.

GSI and DEQ will coordinate with the City regarding excavation scheduling. Contractor shall provide GSI and DEQ an excavation schedule with adequate time to contact and schedule the City oversight. GSI has also subcontracted with an independent arborist to provide recommendations to protect tree health during excavation activities. GSI will coordinate with the independent arborist to conduct inspection and will provide the Contractor with recommendations for protecting tree root structures.

Erosion Control, is replaced with the following:

Contractor shall install BMPs outlined in the CSMP to prevent soil from being eroded, tracked, washed, or blown from the DUs and onto City of Eugene streets, neighboring properties, or nearby waterways. This may include the use of silt fencing and/or straw wattles at property boundaries. Other BMPs could also entail the use of temporary pads to keep vehicles off of wetter soil, lightly wetting dry soil piles, and/or manually spraying or dry brushing mud/dirt from trucks prior to leaving the Removal Action Area. A GSI representative will monitor and document that BMPs are installed or enacted by Contractor during Contractor's activities.

Subsection 5.4, Loading and Transport, is replaced with the following:

Contractor shall load soil in a manner that does not generate visible dust in the Removal Action Area or adjacent properties. If water is needed to prevent dust generation, the Contractor shall provide dust suppression water.

Prior to departure, Contractor shall brush loose soil from the outside of its transport trucks and add it to the load or to another truck load. Contractor shall cover truck loads with a tarp to reduce the risk of spreading contamination to offsite areas. Contractor shall use appropriate BMPs (such as dry brushing or washing of wheels and ground) to prevent soil from being tracked off the DUs. Contractor shall transport contaminated soil directly to the landfill for disposal. The Contractor shall provide a bill of lading to the truck driver prior to the truck's departure.

Section 6: Backfill and Restoration

Contractor shall execute the EC work as described in Section 6, Backfill and Restoration, except as modified below.

Three restoration surfaces are included in the RA. These include sod, bare soil with a hydroseeded or drill seeded (followed by hydroseeding) micro-clover seed mix (for properties that do not want grass lawns), and ³/₄-inch-minus gravel. Backfill material thickness and additional details are provided in the Attachment A, Figure 3.

Subsection 6.1, Backfill, is replaced with the following:

Contractor shall backfill excavated areas to the previous grade (or slightly below to account for sod mat thickness [see Figure 3, Detail 4 in Attachment A]) with clean, imported topsoil and clean fill (for deeper excavations) from one or more of the following sources as appropriate for its use: Lane Forest Products (Loam used for clean fill soil only), Rexius (Loam used for clean fill or Primary Soil for topsoil), and Delta Sand & Gravel (Screened Loam used for topsoil only but will require amending with 25% of Rexius Primary Soil if used due to low organic content).

Contractor shall use earthwork equipment and/or hand tools to distribute clean topsoil evenly and to the required depths across each DU. Contractor shall loosely compact topsoil until grade is met with sufficient compaction to minimize settlement while avoiding overcompaction that could limit infiltration of precipitation or limit vegetation establishment. For clean fill placed in deeper removal areas and where gravel surfacing is specified, material should be compacted to a firm, unyielding state. Contractor may dump truckloads of clean imported soil directly onto the exposed soil within the DU; however, Contractor shall implement BMPs to reduce visible dust (i.e., wetting soil), if necessary. Contractor shall not stage imported soil within the roadways or areas outside of the Removal Action Area. A GSI representative will be present to document the volume of imported material, the material type (e.g., topsoil, general fill, gravel), material origin, and method of installation at each DU. Contractor shall provide copies of material yard weigh tickets to GSI and DEQ. Contractor and its survey firm subcontractor shall confirm final grade.

Subsection 6.2, Sod Installation, is replaced with the following:

Contractor shall restore areas disturbed by removal activities by installing grass sod where specified in Attachment A. Contractor shall utilize a landscape subcontractor with experience installing and maintaining sod lawns, unless sufficient experience can be demonstrated to DEQ by the Contractor. The method of sod installation shall be determined by the landscaper, based on their local experience.

Property owners/tenants will be responsible for watering sod lawns once they are installed and shall be provided with instructions from the Contractor or Contractor's landscape subcontractor for maintaining their sod lawns.

Subsection 6.3.1, Gravel, is replaced with the following:

Contractor shall finish areas within the DUs with ³/₄-inch-minus gravel (see Attachment A for details). Gravel must be installed in 6-inch lifts for a total thickness of 6-inches. For areas where gravel surface is specified, material must be compacted to a firm, unyielding state. 8-ounce non-woven geotextile fabric (with a minimum 1-foot overlap between placed fabric rows) must be placed under the gravel fill. Gravel areas adjacent to sod or seeded surfaces must be bordered with metal or hardened plastic lawn edging no shorter than 4-inches in height and with the top approximately 1" above the ground surface to prevent gravel migration into the landscaped areas. The specific edging material and installation method shall be determined by the Contractor and/or its landscape subcontractor in accordance with industry standards.

In DU SO-06, the resident plans on installing a concrete pad (see Figure A5-2 in Attachment A). This is in an area of 6-inch soil removal. To accommodate the future concrete slab, the Contractor shall install a 2-inch lift of ³/₄-inch-minus gravel over an 8-ounce non-woven geotextile. The Contractor shall compact gravel to a firm, unyielding state, to the extent possible. The Contractor, or its subcontractors, will not be responsible for pouring concrete or edging the gravel area.

Subsection 6.3.3, Specialty Seed, is replaced with the following:

At DU AP-01 owners have elected to have micro-clover or micro-clover/turfgrass blend grass seed alternative seed installed instead of sod (see Attachment A, Figure A7-2 for Removal Action Area locations requiring micro-clover installations). At this DU, Contractor shall have the clover seed installed by the same landscaping firm that installs the grass sod at the other DU. The species of clover shall be determined by the landscaper based on high survival rate of the seed variety and the firm's local experience. The method of seed installation shall be determined by the Contractor or its landscape subcontractor but must be accompanied by hydroseeding bonded fiber matrix, fertilizer, and tackifier at the supplier recommended rates. The Contractor shall provide the name of the seed/blend and hydroseed ratios proposed to DEQ for review and approval. The property owner or their tenant will be responsible for maintenance, watering, and BMP maintenance (if necessary).

For the purposes of erosion control, Contractor shall ensure the landscaping firm covers the seeded soil with bonded fiber matrix and tackifier. Contractor may be required to implement BMPs (i.e., straw wattles or silt fencing) along the perimeter of the DU to prevent soil erosion from leaving the DU until seed establishment. If necessary, these BMPs will remain in place until grass seed germinates. The property owner/tenant will be responsible for removing and disposing of perimeter BMPs once clover seed is established.

Planting Plan is added to Section 6, Backfill and Restoration:

A majority of the vegetation has been removed from the Removal Action Area. Planting plans describing shrub and tree plantings have been generated for each DU as shown in Attachment A. The Contractor shall subcontract with a landscape firm to install trees and shrubs in accordance with the individual planting plans in Attachment A (Figures A5-2 and A7-2). While it may not be possible to replace removed vegetation with the exact same

variety plant or same diameter trunk, every attempt shall be made to replace removed trees and shrubs with mature plants that most closely match the original plants.

Section 7: Decontamination and Investigation-Derived Waste Management

This section is replaced with the following:

To prevent contamination of areas outside of the DUs, Contractor shall brush off the heavy equipment buckets and tracks after excavating contaminated soil at one DU (or DU work area for adjacent properties) and prior to moving the equipment to another DU. Contractor shall collect the removed soil and add it to the stockpile or dump truck. If necessary, Contractor shall decontaminate the equipment by washing it with clean water. Contractor shall contain the decontamination water within the DU and allow it to infiltrate or handle it as investigative derived waste ("IDW"), as discussed below. If dirt from the RA is identified on the street, Contractor shall also mechanically or vacuum sweep streets with visible tracking at the end of each workday on any streets impacted from work activities.

IDW will consist of excavated contaminated soil, decontamination water, and PPE. Contractor shall place excavated contaminated soil into trucks for transport for disposal at Short Mountain landfill or another GSI-approved Subtitle D landfill. Contractor shall collect any decontamination water generated and add it to the contaminated soil for offsite disposal. Contractor shall dispose of PPE generated during implementation offsite as solid waste.

Section 8: Communication Plan

Oversight, Meetings, Final Inspection

The Contractor shall provide all necessary field oversight and coordination during the project and shall document field activities and attach such documentation to invoice(s) for Services. Contractor shall provide daily progress updates to the DEQ Project Manager, or designee, by email or phone.

The Contractor shall conduct a project kick-off meeting with its subcontractors and shall provide continuous on-site oversight of subcontractors' work.

Along with DEQ and GSI, Contractor shall complete a final inspection site visit to determine if any corrective work is required, to describe the scope of any corrective work and to answer any questions about the work that DEQ may have.

IV. WORK SCHEDULE:

Item/Event	Date/Calendar Days
DEQ issues IOC and conditional Notice to Proceed ("NTP") with	December 8, 2023
Tasks 1 and 2 to Contractor	
Contractor accepts IOC and returns a signed copy to DEQ	December 8, 2023
Contractor submits proof of insurance to DEQ; NTP is effective	Prior to performing work
	under this IOC

Contractor submits fully executed copies of all required bonds	Prior to start of
	construction work on site
	and in any event no later
	than December 31, 2023
Contractor completes all time critical removal action that requires	January 31, 2024
resident relocation, as determined and approved by DEQ	
Substantial Completion: Contractor implements remaining aspects	By February 29, 2024
of time critical removal action, except any spring plantings	
Final Completion: Contractor completes all work, including all	By May 3, 2024
plantings	
IOC Expiration date	February 29, 2025



Offsite Removal Action Work Plan

Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55

October 10, 2023

Prepared for:



Prepared by: **GSI Water Solutions, Inc.** 650 NE Holladay Street, Suite 900, Portland, OR 97232

Offsite Removal Action Work Plan

Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55

Prepared for:



Prepared by:



Josh Bale, PE Task Order/Contractor Manager GSI Water Solutions, Inc.

Christopher Martin, PE Project Engineer GSI Water Solutions, Inc.

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- Appendix B Offsite Removal Action Scope Memoranda

Abbreviations and Acronyms

Baxter	JH Baxter & Co.
bgs	below ground surface
BMP	Best Management Practice
City	City of Eugene
CUL	cleanup level
DEQ	Oregon Department of Environmental Quality
DU	Decision Unit
EPA	U.S. Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
EWEB	Eugene Water and Electric Board
Facility	former JH Baxter & Co. facility in Eugene, Oregon
GSI	GSI Water Solutions, Inc.
HASP	Health and Safety Plan
HAZWOPER	Hazardous Waste Operations and Emergency Response
HVAC	heating, ventilation, and air conditioning
IDW	investigation-derived waste
NPDES	National Pollutant Discharge Elimination System
OHA	Oregon Health Authority
PAH	polycyclic aromatic hydrocarbon
PCDD/F	polychlorinated dibenzo-p-dioxin and polychlorinated dibenzofuran
PCP	pentachlorophenol
pg/g	picograms per gram
PPE	personal protective equipment
RA	removal action
RBC	risk-based concentration
ROD	Record of Decision
TCDD	2,3,7,8-tetrachlorodibenzodioxin
TEQ	toxicity equivalence quotient
Work Plan	Removal Action Work Plan

SECTION 1: Introduction

This Offsite Removal Action (RA) Work Plan (Work Plan) presents the soil removal procedures for remediating offsite properties near the former JH Baxter & Co. (Baxter) facility in Eugene, Oregon (the "Facility") (Figure 1). In 2020 and 2021, sampling activities were conducted to characterize polychlorinated dibenzo-p-dioxin and polychlorinated dibenzofuran (PCDD/F) concentrations in surface soils (up to 1.0 foot below ground surface [bgs]) at offsite residential properties suspected to be affected by air emission deposition from the Facility. Results found PCDD/F concentrations, represented collectively as a 2,3,7,8-tetrachlorodibenzodioxin (TCDD) toxicity equivalence quotient (TEQ) values, elevated in comparison to background sample locations. With input from the Oregon Health Authority (OHA), the Oregon Department of Environmental Quality (DEQ) prioritized cleanup of properties with PCDD/Fs at or above 40 picograms per gram (pg/g) TCDD TEQ in surface soil, which was considered to present health risks to children younger than 6 years of age (OHA, 2023). This cleanup level (CUL) is currently being used by DEQ to prioritize cleanups, but the DEQ may use other, lower, action levels in the future to guide or prioritize property cleanups. Three properties initially sampled in 2020 and 2021 exceeded this concentration. Additional sampling was performed by DEQ and the U.S. Environmental Protection Agency (EPA) in 2022 and 2023 to expand the investigation area and determine the depth of RAs. These investigations resulted in a total of seven properties with TCDD TEQ values above 40 pg/g in surface and shallow soil.

1.1 Purpose

The purpose of the RA is to reduce potential human health risks by removing surficial and shallow soil at properties with PCDD/F contamination that DEQ has identified for cleanup. Currently, removal on the affected properties will be conducted to a depth where the PCDD/F concentrations are below the CUL of 4.7 pg/g TCDD TEQ. DEQ may develop a site-specific CUL that is different than 4.7 pg/g in the future. This Work Plan is intended to outline general procedures for RAs associated with PCDD/F concentrations above the CUL.

1.2 Document Organization

This Work Plan summarizes the RA procedures. The Work Plan is organized into the following sections:

- Section 1 Introduces the project, objectives, and Work Plan.
- Section 2 Briefly describes the Facility setting and summarizes the operational and regulatory history of the Facility.
- Section 3 Presents the Work Plan objectives.
- Section 4 Identifies preparatory activities.
- Section 5 Describes the removal activities.
- Section 6 Describes backfill and site restoration.
- Section 7 Discusses investigation-derived waste (IDW) and decontamination requirements.
- Section 8 Describes the Communication Plan for the RA field activities.
- Section 9 Describes the reporting requirements.
- Section 10 Presents a schedule of RA tasks.
- Section 11 Includes a list of references cited in this Work Plan.

Appendices to this Work Plan include the following:

- Appendix A Site-Specific Health and Safety Plan (HASP)
- Appendix B Offsite Removal Action Scope Memoranda

1.3 Limitations

This Work Plan has been prepared for DEQ. Work for this project will be performed in accordance with generally accepted professional practices relating to the nature of work completed at the same or similar localities. It is intended for the exclusive use of DEQ and for specific application to this project. No other warranty, express or implied, is made.

SECTION 2: Background

The JH Baxter & Co. facility is a former wood treating facility located at 85 Baxter Street in Eugene, Oregon (Figure 1). A brief summary of the Facility's development history and previous environmental activities conducted near the Facility are provided in this section. For a detailed description of the Facility and previous Facility activities, refer to DEQ's Record of Decision (ROD) issued for the Facility (DEQ, 2019).

2.1 **Development History**

The Facility was developed and began wood treatment in 1943. The earliest treating processes used creosote formulations in a single retort (i.e., a pressurized vessel). In 1945, a second retort was added for treating wood products with pentachlorophenol (PCP). Between 1945 and 1970, the Facility added four more retorts, which used PCP, metals-based treating solutions, and fire retardants. Operations at the Facility ended on January 31, 2022.

2.2 Previous Environmental Activities

Identified Contaminants. From 1985 through 1989, several investigations confirmed releases of hazardous substances to soil and groundwater within the limits of the Facility. Hazardous substances detected at the Facility include PCP, arsenic, polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds, polychlorinated biphenyls, and PCDD/Fs. While PCDD/Fs can be from various sources, PCDD/Fs are associated with PCP as they are generated as a contaminant by-product during the manufacturing process of PCP.

Remedial Investigation. On August 3, 1989, DEQ and Baxter signed an Order on Consent, which was subsequently amended on September 16, 1994, in which Baxter agreed to complete a remedial investigation and feasibility study and to undertake interim remedial measures. Characterization of the nature and extent of contaminants at the Facility was performed in phases.

Offsite surface soil sampling was completed in 1998 at adjacent commercial properties. This offsite investigation analyzed surface soil for arsenic and PAHs. Arsenic was identified above its applicable risk-based concentration (RBC) at three of the commercial properties sampled. Baxter completed an RA in October and November 1999 where approximately 417 cubic yards of soil were removed from three commercial properties (Yale Transport, Armored Transport, and Lile of Oregon) (PES, 2010).

ROD. DEQ issued a ROD for the Site in October 2019 (DEQ, 2019). The remedy described in the ROD includes capping about 16 acres of contaminated soil at the Facility, continuing groundwater pumping for hydraulic containment of contaminated groundwater, removal of contaminated ditch sediments on the south side of the Facility, and sampling of soil and sediments in offsite areas that could reasonably have been impacted by contaminant discharges from the Facility. Offsite areas that were deemed to be more likely to have been impacted are to the north and south of the Facility, in the direction of the prevailing winds.

Offsite Soil Investigations. In 2020 and 2021, Baxter conducted additional offsite soil sampling in areas near the Facility to update their understanding of offsite surface soil contamination potentially associated with airborne migration and runoff, as required in the ROD (DEQ, 2019). A 2020 air deposition model by Lane Regional Air Protection Agency indicated that the predominant wind directions from the Facility were to the north and the south. Based on this analysis and the 2020 analytical results (GSI, 2020), additional surface soil sampling was conducted in 2021, 2022, and 2023 in background areas and at residential properties within areas of potential air deposition to the north of the Facility. Beginning in 2021, surface soil sampling was completed using the Incremental Sampling Methodology, in which an area or residential

property (called a Decision Unit [DU]) was divided into a grid of 50 sub-areas. A subsample was collected from each of these sub-areas and all 50 subsamples were combined to create one single sample for homogenization and analysis. Subsurface soil was collected as 5-point composite samples. Contaminants of interest included total metals (arsenic, chromium, copper, and zinc), PAHs, PCP, and PCDD/Fs.

The offsite investigation results indicated that PCDD/Fs should be retained as contaminants of concern. Many of the residential yards and other non-background areas sampled exceeded DEQ's RBC of 4.7 pg/g TCDD TEQ for direct contact with residential soil (DEQ, 2023). Some of these residential yards also exceeded the OHA risk level of 40 pg/g (discussed in Section 2.3).

2.3 Early Action Cleanup Level

In 2023, the OHA identified a 40 pg/g TCDD TEQ value as a threshold for expedited cleanup of residential properties near the Facility (OHA, 2023). The value was based on the consideration of increased non-cancer human health risks related to children under 6 years of age regularly exposed to residential soil. DEQ subsequently adopted the 40 pg/g value as an early action CUL for initial Baxter offsite RA activities.

Once a residential property was identified as requiring early action soil removal, the total depth of soil removal was determined by the maximum vertical depth where PCDD/F concentrations exceeded DEQ's RBC for direct contact by residential receptors of 4.7 pg/g (DEQ, 2023).

2.4 Determination of Extent of Remedial Action

In January 2022, Baxter notified DEQ they would not be able to implement cleanup at the residential yards in a timely manner, and suspended wood treatment activities at the Facility. DEQ subsequently declared the Facility an Orphan Site to enable utilization of the Industrial Orphan Site Account to complete the RA at the offsite residential yards (DEQ, 2022). To define the extent of RA, DEQ implemented an additional offsite investigation in June 2022 to delineate the extent and magnitude of elevated PCDD/F contamination in surface soil at the residential properties nearest to the Facility (GSI, 2022). The collective sampling between 2020 and 2022 resulted in identifying a total of four properties where PCDD/F concentrations exceeded the early action CUL of 40 pg/g TCDD TEQ.

In May 2022, EPA's Superfund Technical Assessment and Response Program also assisted DEQ with the Baxter offsite property investigation. EPA's work expanded on the surface soil sampling conducted by Baxter and DEQ with a focus on bounding the extent of contamination in surface soil in the neighborhood north of the Facility. In total, EPA collected surface soil samples from 52 additional properties. Analytical data provided by EPA following their investigation have informed the extent of impacts within the residential area. EPA's sampling identified three additional residential yards with PCDD/F concentrations in surface soil above 40 pg/g, necessitating RA at these properties.

In April 2023, DEQ implemented a supplemental investigation with the purpose of determining the depth to which PCDD/F concentrations exceeded the DEQ's RBC of 4.7 pg/g in subsurface soil at the seven selected residential yards. The results of this investigation, with previous data, indicated that PCDD/F concentrations generally decrease with distance from the Facility and with soil depth within the residential yards. Three of the seven properties have PCDD/F concentrations exceeding the RBC at depths more than 1 foot. These data, plus the conclusions from an arborist evaluation used to support RA, are provided in the Offsite Investigation Report (GSI, 2023).

SECTION 3: Removal Action Objectives

The objective of the offsite RA is to remove shallow soil impacted with PCDD/Fs to reduce the risk of direct contact to people and the environment. The extent of the RA was determined from multiple offsite investigations of properties near to the Facility. To meet the objective of the RA, the following activities will be completed:

- Remove soil exceeding 4.7 pg/g TCDD TEQ from properties where RA was identified based on exceedance of the early action CUL. Total depth of removal varies from 0.5 to 2.0 feet bgs. Required depths of excavation at specific properties are:
 - DU-09 (210 Baxter Street): 1.5 feet bgs
 - DU-10 (220 Baxter Street): 1.5 feet bgs (front yard sub-DU), 1.0 feet bgs (back yard sub-DU)
 - DU-11 (215 Baxter Street): 2 feet bgs (front/side yard sub-DU), 1 foot bgs (back yard sub-DU)
 - DU-15 (225 Baxter Street): 1 foot bgs
 - SO-06 (240 Baxter Street): 0.5 feet bgs
 - S0-07 (235 Baxter Street): 1 foot bgs (front/side yard sub-DU), 0.5 feet bgs (back yard sub-DU)
 - AP-01 (242 Alva Park Drive): 0.5 feet bgs
- At each property with soil contamination in the front yard, remove 0.5 feet of soil within the City of Eugene (City) rights-of-way adjacent to properties identified above between the street edges and the property boundaries.
- Dispose of excavated soil at a permitted Subtitle D landfill.
- Remove or transplant trees, shrubs, and other vegetation as recommended by an arborist (GSI, 2023) and/or in agreement between the property owner and DEQ.
- Import clean soil to replace soil removed.
- Revegetate or provide gravel at the surface (where requested by property owner) to prevent erosion of new soil.

The objectives and procedures described in this Work Plan will be applied to future phases of RA, when and if additional properties are identified for soil removal by the DEQ.

SECTION 4: Preparatory Activities

Prior to developing RA Scope Memoranda, GSI Water Solutions, Inc. (GSI) and DEQ met with property owners to discuss and prepare for RA on each of their properties.

4.1 **Preparatory Activities for Project Implementation**

Several preparatory activities have been and will be performed by GSI and DEQ prior to RA.

Property Walk-Throughs. In June 2023, GSI and DEQ met with each property owner to explain the RA process and walk their property to identify the unique features of each property that will be taken into consideration during RA. The preferences for removal of vegetation and structures, as well as preferred finished surface, were noted during these walk-throughs. Although not every request can be accommodated, the final RA implementation decisions reached by GSI and DEQ have been communicated to each property owner. This information was used to develop the RA Scope Memoranda included in Appendix B.

Site-Specific HASP. Site-specific HASPs must be developed by the oversight consultant and all contractors. GSI's HASP was included in the Offsite Investigation Work Plan (GSI, 2022) and is reattached as Appendix A in this Work Plan. GSI prepared the HASP in general accordance with the Occupational Safety and Health Act and Oregon Administrative Rules. Personnel from GSI will have a copy of the HASP for their use during RA field activities. GSI's HASP only covers GSI personnel and all support contractors shall provide their own HASP upon contracting, which must be completed prior to mobilization.

Property Access. DEQ has obtained or will obtain access agreements with residential property owners to perform RA on their properties. Additionally, soil will be removed within the City right-of-way. As such, a right-of-way permit and traffic control plan may also be required and obtained by the EC (EC), if necessary.

Subcontractor Solicitation. Subcontractor services for RA will include a vegetation subcontractor, an EC, and an arborist subcontractor, as described in detail below:

- A vegetation removal subcontractor for tree removal and vegetation clearing activities will perform vegetation removal ahead of earthwork. This subcontractor will not remove stumps from below the ground surface or remove any roots that would result in ground disturbance.
- An EC will conduct the following duties:
 - Facilitate traffic control along Baxter Street and Alva Park Drive, as needed.
 - Excavation, transport, and disposal of contaminated soil and remaining tree stumps and vegetative root systems.
 - Backfill excavated areas with clean soil or gravel to pre-existing grade (or surrounding grade where grade is elevated around tree base).
 - Transplant select pre-identified and pre-approved by DEQ trees and shrubs, where possible.
 - Reconstruct irrigation.
 - Revegetate property.
 - Coordinate with utility providers, as necessary.
 - Perform private utility location services, utility disconnection, reconstruction, and repairs, where defined and as needed.
 - Remove and replace fencing, as necessary.
 - Perform third-party pre-construction surveys, depth of excavation, and post-construction as-build surveys.
 - Complete an Erosion And Sediment Control Plan (ESCP) and permitting, as necessary.

- Provide transportable storage unit containers (e.g., PODS) for materials on the properties that need to be moved to facilitate cleanup.
- Provide licensed and insured professional movers to load and unload residential property/materials that are stored outside of homes into storage unit containers to facilitate cleanup.
- Provide 24-hour security in the neighborhood during cleanup activities.
- An arborist subcontractor will provide recommendations for tree protections during soil removal (previously contracted during the 2023 Offsite Investigation).

At least three firms will be solicited for each separate contract. Selection will be primarily based on unit or lump-sum pricing and ability to meet the project schedule. The scope of future phases of the RA may vary and will likely require re-solicitation of subcontractors.

Underground Utility Location. The selected EC will arrange to have underground utilities located and marked prior to beginning any subsurface work. The EC will be responsible for contacting the Oregon Utility Notification Center, who will in turn notify the various utilities in the area to mark any underground installations in the vicinity of the work area. The EC will also arrange for a private utility locate and is responsible for any damage to utilities during the implementation of the RA.

4.2 **Preparatory Activities with Property Owners/Tenants**

Property owners will be required to prepare for RA activities as described below.

Plants/Vegetation. An arborist has visited the RA properties and determined which trees or other vegetation are unlikely to survive excavation to the specified depth and which trees will constitute a safety hazard during RA. These recommendations have been discussed with the property owners and a plan for removal, transplant, or protection has been prepared for each property. The RA will not include protection or transplanting of bulbs and small shrubs. If a property owner would like to save these, they must do so prior to the RA. Replacement options are available for shrubs and bulbs and have been discussed with each property owner. A map showing the trees/shrubs that will be removed (either by the property owner or during excavation) and the trees/shrubs that will be protected is provided in each RA Scope Memorandum in Appendix B.

Yard Features. Yard features include, but are not limited to sheds, vehicles, trailers, greenhouses, shipping containers, toys, and chicken coops. The following protocols will be followed for yard features:

- If a structure is not constructed on a permanent foundation (i.e., concrete or asphalt pad), then access
 under these features will be required to remove and replace soil to the appropriate depth. This includes
 sheds, gazebos, greenhouses, and coops. The EC will provide laborers and/or a moving firm to move
 these structures out of the excavation area.
- Temporary structures moved by the contractor will be reconstructed or replaced depending on their structural stability following temporary removal. Reconstruction or replacement will be pre-approved by DEQ prior to implementing the RA and must be in like-kind.
- Vehicles, boats, and trailers must be moved offsite to provide access to the property. If the property owner cannot complete these tasks, the EC will contract for temporary relocation of these items to a secure location identified by the property owner or DEQ. Personal vehicles may not be stored in driveways or within the residential property area, although they may be parked in garages, on the street or moved to another location during the cleanup (this includes primary residential vehicles, if the owner chooses to utilize one while RA is being completed). If necessary, DEQ will reimburse owners for vehicle storage costs.

Some yards have items stored throughout the yard that can be moved, but will require an offsite storage space during RA. This includes toys, lumber piles, gardening supplies, etc. The EC will provide offsite storage access or movable storage units (e.g., PODS) to store these items. Residents will be provided the opportunity to move items into these units ahead of time if they wish, or the EC will provide movers to load items into storage. These storage units will be moved to an offsite storage facility during RA activities. The storage units will be returned and unloaded by movers following RA activities.

Garden Borders. Yard features like garden borders (metal/rock/wood) will be removed by the EC to perform the RA. The borders will not be reconstructed as part of the RA. If the property owner would like to save these materials, then they need to complete the task of removing them before the RA is implemented.

Irrigation/Other Subsurface Infrastructure. The property owners will be consulted to determine whether the property has an irrigation system or other subsurface landscape infrastructure that may not have been previously identified by a private utility locator. Any irrigation systems will be removed and replaced during RA, unless the lines are deeper than the excavation depth and are not damaged.

Temporary Offsite Housing. For safety purposes and for RA implementation efficiency, temporary housing will be offered to residents of DUs. Residents will be reimbursed the current General Services Administration rate for hotel and meals per diem per resident of each DU. The length of offsite housing will depend on the EC schedule. Access to vehicles and utilities may also be restricted during a portion of the RA. Owners may need temporary access to their homes, especially if pets are left inside during the cleanup. If so, the owners will need to coordinate with GSI and/or DEQ and the EC to ensure this is done safely.

4.3 Prior Approvals

The following approvals will be obtained prior to implementing the RA to streamline the removal process:

- Clean Soil Sources. A source of fill has been identified by DEQ and confirmed to be clean using chemical analyses on a representative sample collected by GSI. The use of this soil has been approved by DEQ, but the source does not contain an adequate quantity to conduct all RA activities. The remainder of imported soil will come from commercial sources in the region. GSI has contacted numerous sources and confirmed that the quantities required for the RA are typically available. Samples of topsoil and non-structural fill soil have been collected from these sources and will be analyzed for PCDD/F. Only materials meeting the CUL (below 4.7 pg/g PCDD/F) will be used as backfill on the properties.
- Landfill Acceptance. The disposal facility will be identified by the subcontractor and approved by DEQ prior to beginning the RA. Chemical data from previous investigation activities will be provided to the selected EC to profile soils for disposal in a permitted Subtitle D landfill. Based on a review of chemical data for the residential properties, DEQ personnel have determined that the soil does not contain hazardous waste. Therefore, soil excavated during RAs on residential properties are assumed to be designated as non-hazardous.
- Permits. A Commercial Erosion Prevention Permit from the City may be required for each phase of the RA. If subcontractor determines that traffic control or road closure is necessary to complete the RA, the required permits will be obtained by the subcontractor through the City of Eugene. The EC shall provide an ESCP that will present Best Management Practices (BMPs) to be implemented at each property to minimize or prevent soil runoff from the property. Additional BMPs may be required for the earthwork to complete RA during the rainy season (October 15 through April 30; as defined by the City's Erosion Prevention Permit). The BMPs will be implemented by the EC prior to and during excavation. Erosion controls are discussed in Section 5.3.

A National Pollutant Discharge Elimination System (NPDES) 1200-C permit may be required if the scope of proposed earthwork is anticipated to disturb an area greater than 1 acre. The NPDES permit contains an

ESCP that generally outlines BMPs that will be implemented. At this time, no such permit is anticipated; however, during subsequent RAs, the overall area of proposed soil removal should be calculated to determine the applicability of the NPDES permit. Although an NPDES permit may not be required, typical BMPs will be implemented around properties to mitigate erosion from the site. The EC will be responsible for securing the NPDES permit, if applicable.

The City may require tree removal or root pruning permits for City-owned and/or privately owned trees that will be affected during the RA. These permits are procedural and require review by the City, but do not typically have a cost associated with them. Coordination with the City's Urban Forestry and the City's Planning departments will be necessary during excavation. The RA does not intend on removing trees within the City right-of-way but impacts to the critical root zone of City trees will result in coordination with the City's Urban Forestry Department. If during excavation the City or arborist representative determine that a City-owned tree should be removed, the contractor will be responsible for managing the removal process.

Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification. The EC will be responsible for all matters relating to the health and safety of its personnel. This includes recognition of the potential health and safety hazards associated with the work and ensuring the required personnel are in compliance with 29 Code of Federal Regulations 1910.120, as necessary.

SECTION 5: Removal Activities

The RA will be performed to remove contaminated soil from affected properties to achieve the goal of reducing risks to people. The extents of the RAs are based on evaluation of soil data from investigative sampling of offsite properties. Activities will include excavating contaminated soil, backfilling the excavated area with approved, clean soil or approved alternative, and site restoration to prevent erosion, where applicable.

Field operations for RAs will occur during the day. The City has a noise ordinance between the hours of 10:00 p.m. and 7:00 a.m. The EC will adhere to this noise ordinance with motorized equipment starting no earlier than 8:00 a.m. and generally ending no later than 7:00 p.m. or at sunset, whichever is sooner, unless otherwise approved.

5.1 Decision Unit Identification

The final scope of removal for an individual property is defined by offsite investigation activities. A DU defines the area and depth of the RA for a property based on previously collected chemical analytical results and associated risks. For RA, properties consist of one or two sub-DUs each. Multiple properties are not included in one DU. The detailed scope for each DU RA will be discussed in an RA Scope Memorandum, such as those included in Appendix B. Figure 2 shows the seven DUs initially proposed for removal.

5.2 Surveying

A third-party surveyor will confirm the excavation area and property boundaries, depth of soil removal, and the height of imported soil. Field surveys completed by establishing temporary survey monuments near removal areas. An initial, pre-construction baseline elevation survey will be completed at each DU to determine the property boundary and initial ground elevation. During excavation, the depth of removal will be verified against the baseline survey results to confirm removal depth. Following backfill and compaction, a final surface elevation survey will be conducted to confirm that the original grade has been re-established.

In addition to survey data and as-built figures provided by a third-party surveyor, GSI or DEQ will need to observe field survey data and approve the depth of excavation and height of imported soil prior to removing survey monuments and points. Surveyed extents will be required to have a minimum horizontal accuracy of 1 foot and a minimum vertical accuracy of 0.1 feet. RA will not be considered complete until survey elevations and extent are confirmed by GSI and/or DEQ.

5.3 Excavation and Site Controls

The EC will use a combination of heavy equipment and hand tools to complete the excavations. The means and method of soil removal will be determined by the EC while considering guidance provided by the contracted arborist and City urban forester to protect selected vegetation. A GSI representative will be on the site to observe and document removal activities.

Proposed Excavation Limits. The extent of removal at each DU (outlined in Section 3) is predetermined based on review of chemical data collected during environmental investigations and is shown on Figure 2. The final extents of RA excavation will be delineated during RA using surveyed extents with a minimum horizontal accuracy of 1 foot as described above. Previous field surveys of excavation areas were not performed using survey grade equipment and aerial GIS maps do not exactly align with actual property boundaries. Where excavation is proposed to the property limits, the excavation shall extend to the edge of the property as determined by the surveyor.

Sloping. The excavations will be sloped or benched at the excavation boundaries, as necessary, to prevent sloughing and/or undermining of structures. In general, the extents of the DUs will be sloped as described below. If site conditions indicate that the sloping requirements outlined below are not adequate for safety, more conservative sloping or benching can be performed at the discretion of the EC following consultation with GSI and/or DEQ. The sloping requirements include the following:

- The top 6 inches of soil will be removed across the entire extent of the DU regardless of the whether the boundary is adjacent to a structure or utility.
- For excavations adjacent to non-load bearing permanent structures (i.e., concrete pads, fence posts, driveways), the excavation will be completed vertically to the extent of the RA unless otherwise determined unsafe by the EC, GSI, or DEQ. This includes concrete pads that hold heating, ventilation, and air conditioning (HVAC) systems.
- Excavations adjacent to residential foundations will be excavated to a minimum of 6 inches bgs at the foundation. The depth of the foundation will be determined by the EC. Soil removal along the foundation will continue to approximately 6 inches above the bottom of the foundation footing, or the bottom extent of the RA, whichever is shallower. Once 6 inches above the foundation base, and, if necessary, the excavation will be stepped out 1 foot before sloping or benching the excavation at a 1 foot horizontal to 1 foot vertical (1:1) to the total depth of excavation.
- At least one permanent residential outbuilding has been identified (within DU-09) that is constructed on pier blocks installed on the surface. The identified structure cannot be moved or deconstructed. In this case, because of safety concerns, soil removal will not be completed up to 6 inches around the pier blocks or under the structure. Sloping at this boundary will be completed from the ground surface to the extent of the RA. A deed notice or restriction may be recorded on this property to account for the contaminated soil left.

Property Access by Subcontractor. To access portions of the property, the EC may need to remove fencing. Fencing may be reused only upon approval of GSI and/or DEQ. Otherwise, a new fence of similar style and height will be installed where removal is conducted. Where landscape trees or shrubs are removed to facilitate excavation activities (which may be performed by the vegetation removal contractor), they will be replaced with the same or similar trees or shrubs; however, it will be impossible to replace large trees/shrubs with the same size plants. Removal of any of these features and replacement of trees or shrubs will be approved by GSI and DEQ with concurrence of the property owner/tenant.

Property access points for machinery will be limited to the extent practicable to minimize track out and interference with property owners. The access points will be delineated using temporary construction fencing and signage, as necessary, to prevent unauthorized access to the work area.

Property Access by Owner/Tenant. Property occupants are encouraged to utilize the temporary housing offered to residents of DUs by DEQ. However, owners/tenants will be allowed to access or stay on their property during RA activities if they wish to do so. In this case, GSI, DEQ, and the EC will coordinate property access with the owner/tenant and will communicate site activities that will affect access to and from the residences and any obstruction of utilities that may occur.

Site Control Management. Site activities may generate the interest of neighbors, the general public, and media representatives. Only authorized personnel with the proper training and personal protective equipment (PPE) will be allowed within the work areas. The EC will be responsible for delineating the work area to limit access. Interested people should be directed to speak to DEQ or GSI's Project Manager for information on the project. Further information on project communication is described in Section 8.

Traffic Control. If subcontractor determines that traffic control or road closure is necessary to complete RA, the required permits will be obtained by the subcontractor through the City of Eugene. The subcontractor will be responsible for establishing traffic control via signage and communicating alternate routes to traffic/pedestrians as needed.

Security. In addition to site control management, the EC will be responsible for providing a 24-hour site security agent to monitor and report any incidents that occur. This may also include perimeter construction fencing to enclose DU properties during non-working hours.

Utilities. Public and private utilities will be located prior to commencing removal activities. Excavation will be sequenced to minimize the potential for heavy equipment or excavation to damage buried utilities, such as having the excavation begin from the edge of the DU (i.e., with equipment positioned on streets and/or right-of-way). The EC shall identify the exact location and depth of all buried utilities that enter the excavation area prior to beginning excavation. If lines cannot be located to the satisfaction of the EC, low-impact methods shall be used to locate end points of utilities (i.e., air knifing or hand tools). Soil will be removed using these methods until the utility is uncovered.

If excavation work continues below existing utilities or if a high risk of utility failure is anticipated due to excavation work, subcontractor will remove and replace utility lines in accordance with City of Eugene building code. At the end of RA, utilities will be video recorded or pressure tested to ensure that no damage has occurred. Subcontractor will replace damaged utilities as necessary.

Power poles are present on some DUs. The EC will notify Eugene Water and Electric Board (EWEB) about proposed excavations adjacent to power poles. EWEB may be required to be onsite during these excavations and the EC will coordinate directly with EWEB, when required.

Natural gas utilities are known to cross DUs in the area. The gas utility provider will likely require notification of excavation and may require a representative to be present while excavation occurs. The EC shall follow all requirements of the gas utility provider. It will be the responsibility of the earthwork excavator to notify and coordinate site activities with utility providers.

The property owner/tenant will also identify whether the property has an irrigation system or other subsurface landscape infrastructure. The EC will attempt to remove, salvage to the extent practical, and replace components within the excavator area, as necessary.

Tree Removal. As described in the Arborist Report (Appendix C of the Offsite Investigation Report [GSI, 2023]), approximately 18 trees are recommended to be removed from initial RA properties (three trees along the City right-of-way will not be removed unless required by the City). Tree removal, including smaller trees and blackberry bramble removal, will occur before soil excavation by a separate contractor. The EC is required to remove stumps and vegetative root systems within the excavation footprint.

Limited Vegetation Transplants. A limited number of smaller decorative trees, shrubs, and rose bushes of significance to the residents have been recommended for removal or transplant during the RA. The manner of transplant will be determined by the landscape subcontractor retained by the EC. The arborist will provide recommendations for survival. However, the survival of these plants cannot be guaranteed, and the residents can choose to have the EC replace in like-kind. The health of transplanted vegetation will be monitored along with installation of new landscape plants and surface sod or seed installed on properties (described below).

Saved Trees. Trees within soil removal areas that will remain in the ground have been pre-defined and will be protected by using low-impact methods (e.g., hand tools) to excavate around the critical root zone. The

majority of these sensitive excavations will be observed by the subcontracted arborist. The City Urban Forester may also provide oversight when working near trees in the City right-of-way.

Protections. During excavation, the EC will delineate the vegetation to be protected in place with a temporary construction fence or barrier. Permanent structures or structures that will not be moved, but are adjacent to excavation areas, will be delineated with temporary construction fence. This does not necessarily include the primary residential structure, but will apply to utilities, outbuildings, perimeter fences, etc.

Erosion Control. A Commercial Erosion Prevention Permit from the City will be required for each phase of the RA. The EC will prepare and sign the permit as the acting "Owner" of the project. The EC will be required to provide GSI and DEQ with an ESCP to meet the requirements of the City's Erosion Prevention and Construction Site Management Program.

BMPs outlined in the ESCP will be installed to prevent soil from being eroded, tracked, washed, or blown from the site and onto City streets, neighboring properties, or nearby waterways. This will include the use of silt fencing and/or straw wattles at property boundaries, use of temporary construction entrances, covering soil piles overnight and during windy conditions, spraying soil piles to prevent dust generation, street sweeping at the end of each day (as needed), and manually spraying mud and dirt from trucks prior to leaving the site. A GSI representative will monitor and document that BMPs are installed or enacted by the EC during their activities.

Soil Stockpiling. Soil stockpiling should be avoided, if possible, to minimize the handling of impacted soil. If deemed necessary, soil stockpiling activities will be coordinated with and approved by GSI and DEQ. If the EC elects to stockpile contaminated soil for later off-haul, soil will remain only within the excavation area and shall not be staged for longer than 2 days. During periods of inactivity (i.e., weekends and nights), stockpiles will be covered and secured with at least 6-mil plastic sheeting to prevent wind or stormwater erosion or as required by the Erosion Prevention Permit. Plastic sheeting will be secured against wind and rain and sloped to drain precipitation without ponding. A berm will be installed around the stockpile, as needed, to physically contain the soil and/or prevent stormwater runoff from exiting the work area. Impacted soil will not be stockpiled outside of the DU property boundary.

Confirmation Sampling. The depth of excavation within each DU was predetermined during previous sampling events. Confirmation samples will not be collected following excavation. The depth of soil removal will be confirmed using survey information described in Section 5.2.

5.4 Loading and Transport

Soil will be loaded in a manner that does not generate visible dust in the work area. To prevent dust generation, the EC will provide a water truck or trailer and supply water; alternatively, municipal water supplied by a fire hydrant near the property can be used, if the proper permitting is obtained. The EC shall meter and pay for all water used. Residential water taps should not be used to supply water for dust suppression, or other activities.

Prior to departure, loose soil will be brushed from the outside of the truck and added to the load or to another truck load. Truck loads will be covered with a tarp to reduce the risk of spreading contamination to offsite areas. Appropriate BMPs will be used to prevent soil from being tracked off the site. If soil is spilled or tracked onto rights-of-way, the EC will sweep and collect the soil and return it to the DU or to a departing truck. At the end of each day, streets will be swept (as needed) and any gathered material will be added to the truck load prior to departure. Contaminated soil will be transported directly to the Subtitle D landfill for disposal. The truck driver shall only depart after receiving a signed bill of lading (e.g., a copy of the landfill permit) provided by the EC.

SECTION 6: Backfill and Restoration

Following confirmation that excavated extents have been achieved and upon approval by GSI, excavated areas will be backfilled to the original grade with clean, imported topsoil (top 6-inches) or gravel (top 1 foot) and clean fill for any depth below the top foot. Ground coverings will mostly be sod or seed mix installed over the imported topsoil, but some areas will be covered in gravel only as requested by the property owner and approved by DEQ. Final excavation surveys will be performed and following sod placement. Site controls described in Section 5 will continue through the backfill and restoration phases of the RA.

6.1 Backfill

Earthwork equipment and hand tools, where necessary, will be used to distribute the pre-approved clean soil and topsoil or stockpiled soil from Short Mountain across the DU. Truckloads of imported soil will be dumped directly within the DU, but only where excavation depths have been approved by GSI. BMPs will be implemented that will reduce visible dust (i.e., wetting soil), if necessary. Imported material will not be staged within the rights-of-way or areas outside of the DUs. A GSI representative will be present to document the volume of soil delivered and method of installation at each DU. Backfill installed below 12 inches bgs shall be placed in lifts no thicker than 12 inches and compacted to a non-yielding state. Compaction testing will not be required. Topsoil shall not be over-compacted but must be tracked across with wheeled or tracked equipment prior to sod placement to minimize future settlement.

6.2 Sod Installation

DUs with removal activities will be restored by installing grass sod, unless otherwise specified in the RA Scope Memorandum for that property, per communications with the property owner and approval by DEQ. Sod has a higher rate of survival than planting seed, requires less initial maintenance to become established, and can be walked on or used sooner than new seed lawn. The EC shall subcontract with a landscaping firm with experience installing sod lawns, unless the EC is pre-approved for placement based on sufficient experience provided to GSI and DEQ. The method of sod installation will be determined by the landscape firm and based on their local experience. The landscaping firm will thoroughly saturate the sod after placement and perform one additional watering 1 week later. The landscaping firm will then provide instructions to the property owner, who will subsequently be responsible for watering, fertilizing, and otherwise maintaining the lawn until the landscaping firm recommends discontinuing initial establishment maintenance.

6.3 Alternative Surface Materials

Property owners may prefer an alternative surface than sod (or prefer different treatments for different areas of the yard). The alternative treatment options include a layer of gravel, mulch, or seeding a lawn with an alternative seed mix like clover. Multiple site visits have been completed by GSI and DEQ to discuss alternative options. The areas recommended for alternative surface materials are shown on the individual Scope Memorandum included in Appendix B.

6.3.1 Gravel

A property owner may elect to have 6 to 12 inches of gravel installed at the surface instead of soil and vegetation. In this scenario, the gravel will be installed by the EC that removed and imported soil. The gravel will be ³/₄"-inch minus in size or similar grade typically used for gravel roadways. In areas receiving gravel backfill, a minimum 8-ounce non-woven geotextile will be installed over the exposed soil prior to imported gravel.

The gravel will be imported and installed using the same lift and compaction methods as described for clean soil. The imported gravel will be compacted to a non-yielding state by the EC using a roller or vibratory plate compactor. Installed gravel will not require ongoing BMPs after it is installed. Maintenance will be the responsibility of the property owner or tenant.

6.3.2 Mulch

A property owner may not want a sod lawn or gravel surface on their property. In these cases, the RA can be completed with a mulch and bark dust layer of no less than 2 inches in thickness. The property owner will then be responsible for maintenance, as necessary.

6.3.3 Specialty Seed

A property owner may want a specialty seed mix, such as clover. In these cases, the RA will be completed by broadcast seeding at the rate specified on the product. Bonded fiber matrix, tackifier, and fertilizer will be applied with the seed mix prior to installation to prevent erosion. BMPs (i.e., straw wattles) along the perimeter of the DU may be required by the Erosion Prevention Permit to prevent soil from leaving the property. Following the initial establishment of BMPs, wetting of the yard, and one follow-up watering period, maintenance and establishment of seed will become the responsibility of property owner or tenant.
SECTION 7: Decontamination and Investigation-Derived Waste Management

Decontamination procedures will be implemented to prevent unintended contact with contaminated soil removed during RA activities. IDW generated during RAs will also be appropriately managed, if they are unable to be contained within the DU.

7.1 Decontamination

To prevent contamination of areas outside of the DUs, equipment will be brushed off after excavating the contaminated soil. The brushed off soil will be collected and added to the stockpile or dump truck. If dry decontamination techniques are unsuccessful at gross decontamination, the equipment will be decontaminated by power washing prior to leaving the site. This decontamination water will be contained within the excavation footprint and allowed to infiltrate prior to backfilling. If soil from the RA is tracked onto the street, the EC will be prepared to sweep or wash dirt back to the DU. All decontamination for a DU will be completed (and decontamination waste placed back in the DU) prior to commencing the backfilling activities. The EC will also sweep streets at the end of each workday, as necessary (this may be completed by a commercial street sweeper). Swept material will be disposed with other contaminated soil unless backfilling has already occurred (towards the end of the RA), in which case swept material may be disposed as standard municipal solid waste.

7.2 Investigation-Derived Waste Management

IDW will consist of excavated contaminated soil, decontamination water (if not maintained in the excavation footprint), and PPE. Excavated contaminated soil will be placed into trucks for transport for disposal at a Subtitle D landfill as described in Section 5.4. Any decontamination water that cannot be contained within the excavation footprint will be collected and added to the contaminated soil for offsite disposal. PPE generated during RA implementation will be disposed offsite as solid waste.

SECTION 8: Communication Plan

This section presents a Communication Plan for the planned offsite RA activities near the Facility. The purpose of this plan is to establish and facilitate the flow of communication between engaged parties for the benefit of successful completion of RAs at offsite properties. The plan describes the parties involved, their responsibilities or roles, the lines of communication, and documentation of communications.

8.1 **Project Organization**

The project involves completion of RAs to reduce risks to people and the environment by removing surficial soil at offsite residential properties with PCDD/F contamination above the early action CUL. As described below, DEQ and its Project Team will implement the RAs and, in doing so, will and may interact with various community members.

8.1.1 Project Team

The Project Team consists of regulatory agencies, DEQ's contractor (GSI), and subcontractors tasked with implementing RAs at affected offsite properties. This Communication Plan will be provided to representatives of each member of the Project Team before implementing RA activities. A contact list with the names and contact information for Project Team members will be completed and distributed to each representative to facilitate communication. Project Team representatives and their responsibilities are presented below.

Oregon DEQ Project Manager. DEQ is the lead agency implementing the RA. DEQ's Project Manager will be the key communications Project Manager for the RA. They will be responsible for overseeing performance of the RAs, providing assistance in problem resolution and technical matters, approving changes in scope and/or cost of RA implementation, interacting with members of the community (outreach/responding to questions from the public), and review of project deliverables. For outreach activities, they will work closely with the DEQ Public Affairs Specialist and the Cleanup Program Manager. In preparing for the RA on a given property, the DEQ Project Manager (or assigned DEQ staff) will be responsible for gaining access to the property from the property owner and tenant, if applicable, and scheduling with them when the RA activities will occur. As the EPA is also involved, DEQ will interact with EPA personnel and keep them informed of the progress of the project.

Oregon DEQ Task Order Manager. The DEQ's Task Order Manager assists the DEQ Project Manager and is responsible for helping to administer the Task Order, and approving changes in scope and/or cost during RA implementation. The DEQ Task Order Manager has the same authority for oversight and decision-making as the DEQ Project Manager.

Oregon DEQ Field Representative. DEQ may occasionally have a Field Representative(s) present to observe RA activities. As authorized by the DEQ Project Manager, the DEQ field representative may provide guidance and approval for minor field decisions (e.g., shrub removal) to GSI; additionally, the Field Representative may discuss the RA activities with the property owner/tenant, the public, and the media.

GSI Task Order Manager. GSI is currently DEQ's lead contractor on this project. The GSI Task Order Manager, with support of other senior GSI staff, will maintain primary responsibility for project quality, schedule, and budget; manage and coordinate field staff; provide technical advice to field staff during RA implementation; request approval of scope and/or budget changes from the DEQ Project Manager; and provide review of project deliverables. The GSI Task Order Manager will also address issues, scope interpretation, and concerns from the EC, with concurrence with the DEQ Task Order Manager or Project Manager, as needed. If a health and safety incident occurs, the GSI Task Order Manager will contact and involve GSI's Health and Safety Officer to implement and document any necessary actions.

GSI Field Staff. One field representative from GSI will be present at all times during field activities for the RA. The field representative will be responsible for observing and documenting field activities and subcontractor adherence to their contracted scope of work; coordinating with and providing guidance to subcontractors; keeping the community out of the work area for their safety; and conducting tailgate health and safety meetings at the beginning of each field day. If necessary, the field representative will contact the property owner/tenant via phone to discuss preservation of yard features and the status of the RA on their property. For safety considerations, owners/tenants will be advised to remain offsite during the entirety of the RA. The representative will also convey any issues, concerns, inquiries, incidents, and scope changes to the GSI Task Order Manager, DEQ Project Manager, and/or DEQ field representative, as appropriate.

DEQ Public Affairs Specialist. DEQ's Public Affairs Specialist assists the DEQ Project Manager and other senior managers with public involvement and is typically the primary point of contact for news media inquiries.

Subcontractors. Subcontractors for the RA will be subcontracted to GSI and will include an arborist, vegetation removal firm, and earthwork firm (with likely second-tier private utility locator, surveyor, landscape, and possible utility and/or fencing subcontractors). Each subcontractor will be responsible for completing the scope of work for which they have been contracted. Subcontractors will report directly to GSI Field Staff and GSI Task Order Manager. The EC will be responsible for delineating the work area to limit access and may assist in keeping the community out of the work area for their safety.

8.1.2 Community Representatives

Representatives of the Project Team may or will be interacting with members of the community. For their safety, all community members (including property owners/tenants) must not enter the work zone established by the EC. Known or potential community members are as follows:

Property Owner/Tenant. RA activities will be conducted on primarily residential properties. Temporary offsite housing will be provided for residents within DUs if they choose to accept it. DEQ is recommending residents stay off site during the RA to minimize potential interactions or safety factors during earthwork. Utilities may also be impacted during earthwork and to complete the RA efficiently, the EC may not be able to reconnect utilities until earthwork is complete. However, residents will be allowed to access or stay on their property during RA activities if they wish to do so. In these cases, GSI, DEQ, and the EC will coordinate and communicate site activities that will affect access to and from the residences and any obstruction of utilities that may occur.

DEQ will coordinate closely with the residents prior to, during, and after the cleanups are complete.

- General Public. The general public will likely consist of neighbors but can include anyone not associated with implementation of RA activities. Any inquiries made by the general public should be directed to DEQ's Public Affairs Officer and/or the DEQ Project Manager.
- Media. Local newspaper personnel or news channel outlets may visit offsite properties during RA activities. Any media inquiries should be directed to DEQ's Public Affairs Officer and/or the DEQ Project Manager.

8.2 Lines of Communication

The following narrative provides explanations and examples of communication that are to be followed during RA:

• **DEQ Project Manager.** The DEQ Project Manager or the DEQ Task Order Manager will be the primary contact for its Field Representative, GSI Task Order Manager (as well as GSI Field Staff), the property

owner/tenant, and other community members. Any inquiries by the general public or the media will be directed to the DEQ Project Manager.

- DEQ Field Representative. The DEQ Field Representative will report directly to the DEQ Project Manager. He/she may converse with the community representatives and the GSI field representative, but any advice or decisions are non-binding unless approved by the DEQ Project Manager or Task Order Manager in writing. Conversations with the general public shall be limited to the general purpose of the RA (e.g., removal of contamination) and listening to concerns from the property owner/tenant (any significant concerns must be relayed to the DEQ Project Manager). Any media inquiries will be directed to the DEQ Project Manager.
- GSI Task Order Manager. The GSI Task Order Manager reports to the DEQ Project Manager and is the primary authority to Contractor Field Staff and subcontractors. Information provided to the Contractor Manager by Contractor Field Staff will be evaluated with any changes or decisions made with concurrence from the DEQ Task Order PM or Project Manager before being passed to GSI Field Staff and subcontractor for implementation. The DEQ Task Order PM or Project Manager may also provide guidance to GSI Field Staff in the implementation of the RA.
- GSI Field Staff. GSI Field Staff may direct subcontractors in the execution of their work as specified in their respective subcontract. Field Staff may interact with the DEQ Field Representative to discuss project scope and converse with the general public in a manner similar to the DEQ Field Representative. Field Staff will also communicate with the property owner/tenant regarding features to be protected and preserved; this communication will be documented as indicated below and reviewed by the GSI Task Order Manager and DEQ Project Manager or Task Order PM for concurrence. Any significant general public or media inquiries will be directed to the DEQ Project Manager.
- Subcontractors. Subcontractors will be subcontracted to GSI and will report directly to GSI.

8.3 **Communication Documentation**

To be binding, all communications regarding agreements, approvals, and decisions on deviations of scope and costs for RA components must be documented in writing. Additionally, pertinent conversations with community representatives must be recorded in field notebooks. Communications to be documented include, but are not limited to, the following:

- Access agreements between DEQ and property owners.
- Property features to be protected and preserved.
- Subcontractor changes in scope and cost presented to GSI, with approval by DEQ.
- Discussions with property owners/tenants regarding RA activities.
- Inquiries by the general public and the media.
- Direction to Field Staff regarding scope based on subcontractor agreements.
- Deviations from this Work Plan.
- Selection of sod and/or alternative surface treatments as desired by the property owner.

Communications shall be documented in email or field notebooks, as appropriate. Emails will be saved in the project folder on GSI's server. Field notebooks will be scanned after the field activities, with the electronic files stored on the server. Field activities will be summarized in a daily email from the GSI Field Staff to the GSI Task Order Manager, who will review and subsequently transmit the email to DEQ.

SECTION 9: Reporting

Following each RA event, GSI will prepare an RA Summary Report describing the activities completed. The report will present a brief description of previous investigation results specific to each DU that underwent an RA, the purpose and objectives of the RA, and the RA activities completed. Appendices to the RA Summary Report will include a photograph log of RA activities completed for each DU and soil disposal receipts (e.g., weight tickets from the landfill), a copy of the sod or grass seed maintenance instructions and/or grass seed, gravel, or bark mulch agreements, as appropriate. A summary of the RA activities completed on each DU will be provided to the residence and/or property owner of the DU.

SECTION 10: Schedule

Implementation of an RA at a given property will be dependent on the availability of the EC and backfill/topsoil source. Once these things are known, DEQ will coordinate with the property owners/tenants to agree to the start date for the RA. After utility locates have been conducted, the excavation contractor will begin work. Excavation work is anticipated to take 2 to 3 days per property depending on the size and depth of the DU being excavated, accessibility, and the degree to which features are to be protected. Property restoration will occur within a few days following backfilling.

SECTION 11: References

- DEQ. 2019. Record of Decision for J.H. Baxter & Co. Facility, Eugene, OR, ESCI #55. Oregon Department of Environmental Quality, Western Region Office. October 2019.
- DEQ. 2022. Request for Orphan Site Designation JH Baxter & Co Eugene. Oregon Department of Environmental Quality, Western Region Office. February 2022.
- DEQ. 2023. Risk-Based Concentrations for Individual Chemicals Excel Spreadsheet. Prepared by the Oregon Department of Environmental Quality, Environmental Cleanup Program. June 2023.
- GSI. 2020. Technical Memorandum Draft Final, Off-Site Soil Sampling Investigation. Prepared by GSI Water Solutions, Inc. September 3, 2020.
- GSI. 2022. Offsite Investigation Work Plan. Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. Prepared by GSI Water Solutions, Inc. June 6, 2022.
- GSI. 2023. Offsite Investigation Report. Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. Prepared by GSI Water Solutions, Inc. June 26, 2023.
- OHA. 2023. Final JH Baxter Health Consultation. Prepared by the Oregon Health Authority. February 27, 2023.
- PES. 2010. *Remedial Investigation Summary Report*. Revision 1. Prepared by J.H. Baxter & Co. and Premier Environmental Services, Inc. March 10, 2010.

DEQ Incident Order Contract #TCR-23-06 ATTACHMENT A

Figures



Date: January 10, 2023 Data Sources: BLM, ESRI, ODOT, USGS, Maxar Imagery (2021), City of Eugene

Water Solutions, Inc.

Feet

DEQ Incident Order Contract #TCR-23-06 ATTACHMENT A



Former JH Baxter & Co. Facility Offsite Removal Action Work Plan Eugene, OR



Date: July 24, 2023 Data Sources: BLM, ESRI, ODOT, USGS, Aerial Photo 2019, City of Eugene Document Path: Y/2060_DEQ\005_JH_Baxter\Source_Figures\Soil_Removal_Property_Maps\Figure2_SurfaceSoilRemoval_Depths.mxd, wkimmon

6-inch

12-inch

18-inch 24-inch

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APPENDIX B - Offsite Removal Action Scope Memorandum

JH Baxter Removal Action – 2023 Offsite Removal Action Scope

То:	Don Hanson, Oregon Department of Environmental Quality Susan Turnblom, Oregon Department of Environmental Quality		
From:	Chris Martin, GSI Water Solutions, Inc. Josh Bale, GSI Water Solutions, Inc.		
CC:	Rick Ernst, GSI Water Solutions, Inc.		
Attachments:	 Figure 1. Site Location Figure 2. Surface Soil Removal Depths Figure 3. Excavation Details Attachment 1. Offsite Removal Action - 210 Baxter Street (DU-09) Attachment 2. Offsite Removal Action - 220 Baxter Street (DU-10) Attachment 3. Offsite Removal Action - 215 Baxter Street (DU-11) Attachment 4. Offsite Removal Action - 225 Baxter Street (DU-15) Attachment 5. Offsite Removal Action - 240 Baxter Street (S0-06) Attachment 6. Offsite Removal Action - 235 Baxter Street (S0-07) Attachment 7. Offsite Removal Action - 242 Alva Park Drive (AP-01) 		
Date	October 10, 2023		

Introduction

Date:

This memorandum (memo) describes the property-specific scopes for surface soil removal action (RA) at seven residential properties north of the former JH Baxter & Co. (Baxter) facility in Eugene, Oregon (Figure 1). The seven properties are presented on Figure 2. The scope of the RA has been determined following offsite sampling activities conducted to characterize polychlorinated dibenzo-p-dioxin and polychlorinated dibenzofuran (PCDD/F) concentrations in surface soils.

Analytical Data

The depth of soil removal at each property has been determined from laboratory analysis of soil samples collected between 2021 and 2023. This data is presented in the Offsite Investigation Report (GSI, 2023a).

Removal Action Scope

The scope and procedures for completing the RA are provided in the RA Work Plan (GSI, 2023b). In general, the RA scope includes removing up to two feet of soil from identified residential yards. It also includes moving temporary features, structures no longer needed, or relocatable or replaceable structures to access soil underneath. Where fixed features, such as foundations, driveways, and paved pads, are present, surface soil will be removed up to edge of these features. Excavation offsets are provided in the attached standard detail drawing (Figure 3), where necessary.

Import material will include topsoil, general fill, and ¾-inch-minus gravel. Topsoil generally has higher organic content and is essential to promote vegetative growth. Topsoil will be used to replace soil removed from the top 6-inches (0-6 inches below ground surface [bgs]). General fill contains less organic material and is more compactable than topsoil. For replacing soil from 6 to 12 inches bgs, either topsoil or general fill dirt may be used. General fill will be imported to replace soil deeper than 12 inch bgs in removal areas with deeper excavations. Residents have requested import gravel fill in areas used for storage or as additional parking areas. ¾-inch gravel is readily available and a standard compactable gravel used for base course, roadways, and gravel parking areas. Gravel may be imported for areas requesting gravel fill for depths up to 12-inches bgs. Deeper than 12-inches bgs will require fill dirt as mentioned above. Detail 4 on Figure 3 presents the various surface restoration scenarios.

Import soil sources have been identified and tested for contaminants of concern, including PCDD/F, to provide the earthwork contractor with pre-approved backfill soil sources for the RA. DEQ has entered into an agreement with Lane County to provide approximately 400 cubic yards of clean soil generated during a wetland mitigation project near Short Mountain Landfill in Eugene, Oregon. The soil generated by Lane County is considered topsoil for the purposes of this RA but will only be available prior to the start of the rain season so will likely be unavailable for residential backfill. Regardless, additional backfill sources would be needed and DEQ has approved a general fill source from Lane Forest Products and Rexius described as Loam, a topsoil source from Rexius described as Primary Soil, and a topsoil source from Delta Sand & Gravel described as Screened Loam, which would require a 25% blend of Rexius Primary Soil to increase organic content.

Specific RA details pertaining to each of the seven residential properties and the removal scope for each of these properties are included as attachments to this memo.

References:

GSI. 2023a. Offsite Investigation Report, Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. June 2023.

GSI. 2023b. Offsite Removal Action Work Plan, Former JH Baxter & Co. Facility, Eugene, Oregon, ECSI No. 55. August 2023.



Date: October 10, 2023 Data Sources: BLM, ESRI, ODOT, USGS, Maxar Imagery (2021), City of Eugene

Document Path: Y:\2060_DEQ\005_JH_Baxter\Source_Figures\Scope_Memo_Earthwork\Figure1_Vicinity_Map.mxd, iram

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Water Solutions, Inc

DEQ Incident Order Contract #TCR-23-06 ATTACHMENT A





Date: October 10, 2023 Data Sources: BLM, ESRI, ODOT, USGS, Aerial Photo 2019, City of Eugene nent Path: Y:\2060_DEQ\005_JH_Baxter\Source_Figures\Scope_Memo_Earthwork\Figure2_SurfaceSoilRemoval_Depths.mxd, iramos

Former JH Baxter & Co. Facility Removal Action Work Plan Eugene, OR



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DEQ Incident Order Contract #TCR-23-06 ATTACHMENT A



NOTES Soil descriptions are included in the 2023 Offsite Remedial Action Scope Memorandum

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ATTACHMENT 5 - Offsite Removal Action – 240 Baxter Street (SO-06)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 240 Baxter Street in Eugene, Oregon (see Figures 1 and 2 of the memo). Excavation details for the RA are shown on Figure 3 of the memo. This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Current conditions and soil removal depths are presented on Figure A5-1. The restoration plan (Figure A5-2) presents the finish surfaces and planting plan for the property.

DU Description: 240 Baxter Street in Eugene, Oregon, has been given the designation of Step-Out Decision Unit 6 (SO-06). The boundaries of the decision unit are defined as Lane County tax lot 5404 (Figures 5A-1 and 5A-2). SO-06 contains a single-story residential structure and an asphaltic concrete driveway. SO-06 contains a fully fenced in front yard. This residence has a side yard, but no separate backyard. Four trees and a shrub hedge were removed by a vegetation clearing firm. A 40-foot long shipping container and plastic prefabricated garden shed are present in the front yard along Baxter Street. These will be moved off of the property during soil removal and replaced during site restoration. A utility pole is also present in the northwest corner of the property. GSI Water Solutions, Inc.(GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023 to discuss the removal and/or replacement of vegetation, the owner's preference to removing structures from the DU, and discuss preferred replacement surface material (i.e., sod, bare dirt, gravel).

The property owner is preparing to remodel the yard. This will include adding concrete pads and relocating portions of the chain-link fence. The plans for this remodel have been taken into consideration during RA planning and site restoration.

Excavation: The top six inches of soil will be removed across the entire extent of the DU where pavement or asphaltic concrete is not present. Excavation of six inches below ground surface (bgs) will be completed within the City ROW adjacent to the DU (Figure A5-1). For excavations adjacent to power poles, the contractor will comply with the requirements of the utility provider.

Vegetation: Four significant trees were identified within the DU by GSI's arborist consultant. This included three trees along Baxter Street (two English hawthorns and a common hazel) and one black walnut tree in the northwest corner of the DU. A row of shrubs were present along the south and east sides of the DU.

All trees and shrubs within the DU were removed. While a vegetation clearing contractor removed these trees, stump removal will be a requirement of the excavation contractor to reach excavation depth. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

There are also four trees (two Douglas firs, one Blue spruce, and one Sitka spruce) on the property to the north with root structures within the DU. The excavation in this area must be completed with oversight by the arborist to minimize impacts to these sensitive trees (described below).

Structure: A prefabricated plastic shed is located in the yard. This shed is placed on wooden pallets and will need to be moved and replaced during the RA to access soil beneath. A 40-foot shipping container is also present in the yard. This will be moved, stored, and replaced following the RA. Chain link fencing will be removed to provide access to the yard and to access soil along the fence line. Fencing will be replaced or rebuilt in like-kind, if removed.

Access: A majority of the DU is fenced-in with the exception of the driveway and a narrow side yard. An approximately 8-foot-wide gate is located along Baxter Street that can provide access to the fenced-in portion of the property. The property owner will remove the fence along the west side of the yard prior to the RA. Additionally, a portion of or the entire fence on the southeast side of the DU will likely need to be removed to move the shipping container. All fencing will be replaced in like-kind,

Utilities: Figure A5-1 shows the <u>approximate</u> location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to removal action. The following descriptions are derived from observations made during visits to the property.

Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

- **Electricity**. Electricity to the residence is provided overhead from the utility pole located in the northwest corner of the DU.
- **Communication**. Communication lines are located overhead extending to the residence from a utility pole along Baxter Street. Additionally, communication lines to a neighboring property cross along the southern DU boundary.
- Sewer/Stormwater. Sewer/stormwater utilities have not been observed. Service line location is unknown.
- Water. Multiple water meters have been observed along Baxter Street near the DU; however, the lateral lines leading to the residence have not been observed. Service line location is unknown.
- **Natural Gas.** A natural gas service stub is located along the northern wall of the SO-06 residence. The natural gas lateral line has not been identified. Service line location is unknown.
- Overhead Utilities. A series of utility poles are located along the northern DU boundary with one pole located within the DU. These poles distribute power and communication lines to SO-06 and surrounding properties. Excavation work near the utility pole must be performed in consultation with the utility provider.

Surface Restoration: The surface restoration has been determined in consultation with the property owner. The surface will be finished with sod for a majority of the DU. The exceptions are where the property owner plans on installing concrete pads along the front of the residence. In these areas, approximately 3-inches of ³/₄-inch minus crushed gravel underlain by 8 oz non-woven geotextile will be placed. The property owner will have a concrete slab poured in these areas following the RA. A strip outside of the fence along the south edge of the property, the area west <u>and north</u> of the residence, and a 40-foot-long by 10-foot-wide area along the eastern property line where the shipping container will be placed will be finished with no less than 6 inches of ³/₄-inch minus crushed gravel underlain by 8 oz non-woven geotextile. The City of Eugene ROW will be finished with ³/₄-inch minus crushed gravel underlain by 8 oz non-woven geotextile. See Detail 4 on Figure 3 and Figure A5-2 for surface restoration details.

Special Conditions: Excavation near the north side of the DU is within the critical root zone of four trees on the neighboring property that will be retained. Excavation completed 15 feet from the north property boundary (15

feet from tree trunks on neighboring property) will be excavated by hand, an air or water assisted pressurized system, or a vactor excavator in accordance with arborist recommendations. No heavy equipment should be operated or staged within this area. After the excavation, the exposed roots should be covered as soon as possible either with a tarp, mulch, or new soil. New soil should be added within a couple of days. Figure A6-1 shows the location of this protected tree.

A utility pole and underground power utilities are located in the northwest corner of the property. This area may need to be excavated by hand. Excavation work near the utility pole must be performed in consultation with the utility provider.

Estimated Areas: The estimated area of exposed soil identified for removal is 8,325 square feet. This does not include any hardscape structures within the DU. The estimated volume of soil removal is 120 in-place cubic yards.

- Sod Surface. The majority of the DU will be finished with sod. The estimated area of sod is 4,5504,320 ft².
- Gravel Surface. Portions of the DU will be surface finished with ³/₄-inch minus crushed gravel. The estimated area of gravel is <u>3.025</u>2,780 ft².
- Base Course (Gravel) Surface. The homeowner intends on installing a concrete patio to the south of the residential structure. This area has been delineated on the attached figure. For this area, a 32-inch thick layer of 34-inch-minus gravel will be placed to provide a base course for the future concrete pad. The estimated area of base course surface is 995 ft².









ATTACHMENT 7 - Offsite Removal Action – 242 Alva Park Drive (AP-01)

This attachment to the *JH Baxter Removal Action – 2023 Offsite Removal Action Scope Technical Memorandum* (memo) describes the property-specific scope for soil removal and restoration activities at 242 Alva Park Drive in Eugene, Oregon (see Figures 1 and 2 of the memo). Excavation details are shown on Figure 3 of the memo. This property is included in the 2023 offsite soil removal action (RA) to be completed by Oregon Department of Environmental Quality (DEQ). Current conditions and soil removal depths are presented on Figure A7-1. The restoration plan (Figure A7-2) presents the finish surfaces and planting plan for the property.

DU Description: 242 Alva Park Drive in Eugene, Oregon, has been given the designation of Alva Park Decision Unit 01 (AP-01). The boundaries of the DU are defined as Lane County tax lot 2500 (Figures A7-1 and A7-2). AP-01 contains a concrete driveway connecting Alva Park Drive to a single-story residential structure. AP-01 contains a fully fenced-in backyard and unfenced front yard. A large cedar tree is located within the City of Eugene (City) right-of-way (ROW), which will be protected during the RA. This DU contained four trees in the backyard, three of which were removed by a vegetation clearing firm (trees described below). While the trees were removed, stumps and roots will remain that will need removed to reach the excavation depth. GSI Water Solutions, Inc. (GSI) (the oversight contractor) and DEQ met with the property owner on June 29, 2023, to discuss the removal and/or replacement of trees and shrubs, discuss the owner's preference to removing structures from the DU prior to soil removal, and the preferred replacement surface material (i.e., sod, bare soil, gravel).

Excavation: The top six inches of soil will be removed across the entire extent of the DU where pavement is not present except for under the residential structure. The concrete driveway will be removed to access soil underneath. Excavation of six inches will be completed within the City ROW. The concrete driveway ramp that is within the City ROW will remain in place.

Vegetation: Five significant trees were identified within the DU by the arborist consultant. These include a Port Orford cedar tree within the City ROW along Alva Park Drive and four trees (Crabapple, Black walnut, California privet, and Common hazel) in the backyard. The large cedar tree within the City ROW and the black walnut in the southwest corner of the property will be protected during the RA. The remaining three trees were removed by the vegetation clearing contractor. While a vegetation clearing contractor removed these trees, stump removal will be a requirement of the excavation contractor to reach excavation depth. Grubbed woody debris such as tree stumps and roots of removed trees will be disposed of as contaminated media.

Four rose bushes, two artichokes, two hazelnut trees, and two additional fruit trees will be replaced planted with similar stock during site restoration activities.

This DU also contained significant blackberry brambles and young walnut trees. These were also removed by the vegetation clearing firm.

Structures: A two-story playhouse is located in the backyard that will be partially demolished. The earthwork contractor will need to complete demolition and remove and dispose of the materials. The property owner will

need assistance to remove furniture and toys throughout the property prior to initiating the RA. The earthwork contractor will provide a storage container and moving firm to move furniture and toys from the DU to access soil. Once the RA is complete, the earthwork contractor and movers will return toys and furniture to the property. Fencing will be removed to provide access to the backyard. Fencing will be replaced or rebuilt in like-kind once removed.

The driveway and walkway will be removed within the property limits but removal within the City ROW will not be performed. As such, the concrete will require saw cutting at the approximately ROW boundary and the driveway within the property limited will be removed and disposed of to allow for an unpaved area in place of a driveway.

Access: The front yard of the DU is accessible from Alva Park Drive. The backyard is completely fenced in and accessible through an approximately 3-foot-wide gate along the north side of the DU. Fence panels dividing the front and backyards will be removed to provide access to the backyard and access soil along the fence line. All fencing will be replaced in like-kind,

Utilities: Figure A7-1 shows the <u>approximate</u> location of utilities observed during site reconnaissance visits and from previous utility locating efforts. The precise route of utilities will be identified and confirmed by the contractor prior to RA. The following descriptions are derived from observations made during visits to the property.

Utilities may be encountered due to the depth of soil removal. If necessary, utility lines will be removed to reach the excavation depth and reconstructed following RA. Underground roof drains will also be replaced, if damaged during RA. Any utility damaged or removed during the RA will be repaired or replaced in accordance with State of Oregon and local building code, as applicable.

- **Electricity**. Electricity to the residence is provided overhead from the utility pole located across Baxter Street.
- **Communication**. Communication lines are located overhead extending to the residence from a utility pole across Baxter Street.
- **Sewer/Stormwater.** Previous utility locating services identified a sewer/stormwater lateral line crossing the front yard of the property near the northern extent of the residence.
- Water. Previous utility locating services identified a sewer/stormwater lateral line crossing the front yard of the property near the front door to the residence.
- **Natural Gas.** A natural gas service meter is located along the northern wall of the residence. The natural gas lateral line was marked as extending towards Baxter Street from the service meter.
- **Overhead Utilities.** A utility pole located adjacent to the property (across Baxter Street) distributes power and communication lines to the property.

Preferred Surface Restoration-Method: The preferred finish material is micro-clover alternative lawn mix seed over bare soil for the entire property except for an approximately 10 foot by 20 foot area south of the residence that will be finished with no less than 6 inches of ³/₄-inch minus crushed gravel underlain by 8 oz non-woven geotextile-.

Four rose bushes, two artichokes, <u>two common hazel trees</u>, and two<u>fruit</u> trees will be planted to replace vegetation removed during the RA. <u>These will be similar stock to vegetation removed</u>. <u>The varieties of rose</u> <u>bushes</u>, <u>artichokes</u>, and <u>fruit trees will be determined in coordination with the property owner</u>.

Special Conditions: The concrete driveway and walkway to the front entry steps will be removed as part of the RA to access soil underneath. The driveway and the walkway will not be replaced following the RA. The entire

<u>majority of the DU will be finished with bare soil and micro-clover alternative lawn mix-to match the surrounding</u> grade. The micro-clover seed mix, tackifier, and fertilizer will be applied over the topsoil in accordance with supplier recommendations.

A paver stone path will be loosely placed over the finished surface in the path shown on Figure A7-2. Paver stones will be 16-inch diameter round and gray and placed approximately 12 inches apart.

The property owner noted that there was a galvanized steel pipe sticking vertically approximately 8-inches above ground in the backyard near the rear fence. The purpose of this pipe is unknown. The earthwork contractor will avoid damaging the pipe during earthwork.

Excavation within the east side of the DU is within the critical root zone of a large cedar tree with a diameter of 29", height of 80', and a crown spread of 40'. This tree is within the City ROW and will be protected. A City urban forester will be onsite at the beginning of excavation of this property. Excavation in this area will be completed with care in accordance with the City of Eugene's urban forester's recommendations. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved removal methods. The southwest corner of the DU is within the critical root zone of a black walnut tree with a diameter of 18", height of 40', and crown spread of 35'. Excavation by hand, an air or water assisted pressurized system, or a vactor excavator are approved removal methods in this area. No heavy equipment should be operated or staged within this area. After the excavation, the exposed roots should be covered as soon as possible either with a tarp, mulch, or new soil. New soil should be added within a couple of days. Figure A7-1 shows the location of these protected trees.

Estimated Areas and Volumes: The estimated area of exposed soil identified for removal is 8,410 square feet. This does not include any hardscape or immovable structures within the DU. The estimated volume of soil removal is 190 in-place cubic yards.

- Seeded Surface. The entirety of the DU will be finished with bare soil and seeded with clover. The
 estimated area is 8,410-8,680 ft².
- Gravel Surface. An approximate area of 10 foot by 20 foot area will be surface finished with 3/4-inch minus crushed gravel. The estimated area of gravel is 205 ft².





Attachment B

SUPPLEMENTAL GENERAL CONDITIONS To The STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

12/07/2023

Incident Order TCR-23-06 Price Agreement # _PO-10700-00007513 Incident Order Contract Title: JH Baxter –Time Critical Removal Action Services

For the above contract, the following supplements modify the General Conditions contained within the "State of Oregon Standard Conditions for Public Improvement Contracts" dated January 1, 2012. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

SGC-1 Section A.1, DEFINITION OF TERMS:

- 1. The defined term "Contract Documents" is revised to delete the words: "State of Oregon Public Improvement Agreement Form,"
- 2. The defined term "Request for Interpretation" is added as follows:
- **REQUEST FOR INTERPRETATION** or **RFI** means a written request, submitted by Contractor to Owner's Authorized Representative on a standard form, requesting interpretation of Contract Documents.**SGC-2** Section A.3, INTERPRETATION OF CONTRACT DOCUMENTS: The following new Section A.3.5 and Section A.3.6 is added:

"A.3.5 The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

A.3.6 Electronic Signatures. Contractor and Owner agree that signatures, and other forms of authorized representative certification, showing on documents, including but not limited to copies of the Contract, bonds, Change Orders and amendments, submitted or received via email or other electronic means, when submittal or receipt in that manner is required or allowed by Owner, are "Electronic Signatures" under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties. Owner reserves the right at any time to require Contractor to deliver the hard copy originals of any documents."

SGC-3 Section B.4, PERMITS:

Section B.4 is deleted and replaced with the following:

Contractor shall obtain and pay for all necessary licenses, , for the construction of the Work, as required for the Contract. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.

SGC-4 Section B.5, COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS:

• Add the following to the end of Section B.5.1:

All rights and remedies available to Owner under applicable federal, state, and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract.

- Section B.5.2(a) is deleted and replaced with the following:
- (a) Pursuant to ORS 279A.110, Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts.
- The following Section B.5.2(c) is added:

(c) Compliance with ORS 279C.520 also includes:

(i) As required by ORS 279C.520, the Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color; religion; sex; sexual orientation; gender identity; national origin; marital status; veteran status; disability; or age. The Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Owner to terminate this Contract for cause.

(ii) The Contractor shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits and other compensation with another employee or another person, and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

- The following Section B.5.2(d) is added:
- (d) Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, Contactor shall

maintain the certifications, and require in its subcontracts that subcontractors maintain the certification required by ORS 279A.107.

- The following Section B.5.2(e) is added:
- (e) It is a material term of the Contract that Contactor certifies by entering into the Contract that Contractor has a written policy and practice that meets the requirements described in HB 3060 (2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class, and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.
- Section B.5.6 is deleted and replaced with the following revised Section B.5.6 and new Section B.5.7:

B.5.6 Contractor shall comply with all Oregon Tax Laws, consistent with the Contractor's Certificate of Compliance with Tax Laws and the Contractor's warranty that the Contractor has complied with the Oregon Tax Laws. Any violation of the Contractor's Certificate of Compliance or warranty will constitute a material breach of the Contract.

B.5.7 Failure to comply with any or all of the requirements of B.5.1 through B.5.6 shall be a material breach of Contract entitling the Owner to pursue and recover any and all of its available remedies at law or in equity that arise from the breach, including, but not limited to, recovery of damages, the termination of the Contract, and the exercise of the right of setoff, garnishment if applicable and the withholding of amounts otherwise due and owing to the Contractor without penalty. Damages or costs resulting from such non-compliance shall be the responsibility of the Contractor.

SGC-5 The provisions in Section B.15 GOVERNING LAW are deleted and replaced with the following provisions:

The RFP, Price Agreement, and Incident Order Contract shall be governed by, construed, and enforced in accordance with the laws of State of Oregon without regard to principles of conflicts of law.

SGC-6 Section C.5, HOURS OF LABOR:

Add the following at the end of Section C.5:

Compliance with ORS 279C.520 includes not prohibiting employees from discussing wages, salaries, benefits and other compensation, and compliance with the wage related prohibitions in ORS 652.220, violation of which is a breach entitling Owner to terminate the Contract for cause.

SGC-7 Make the following revisions to Section D.3 CLAIMS REVIEW PROCESS:

The following section is added:

D.4 FALSE CLAIMS (OREGON FALSE CLAIMS ACT)

D.4.1 Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Contractor

certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the services are being performed, including but not limited to Contractor's statement of proposal and any invoices, reports, or other deliverables.

D.4.2. Contractor shall immediately disclose (in writing, via email or other written form) to Agency whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Contractor has credible evidence that a principal, employee, agent, or subcontractor of Contractor has committed—

(i) A violation of the Oregon False Claims Act; or,

(ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity, or similar misconduct.

D.4.3. Contractor must include subsections D.4.1 and D.4.2 of this section in each subcontract Contractor may award in connection with the performance of the Contract. In doing so, Contractor may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

SGC-8 Make the following revisions to Section E.2.4, related to Owner's right to withhold payment:

A new subsection is added to Section E.2.4 as subsection (i) and existing subsections (g) and (h) of Section E.2.4 are removed, re-numbered and revised to read as follows:

- (g) failure to carry out the Work in accordance with the Contract Documents;
- (h) assessment of liquidated damages, when withholding is made for offset purposes; or

(i) The Contractor having liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon.

SGC-9 Section E.6, FINAL PAYMENT:

The following Section E.6.4 is added:

E.6.4 If Owner's Authorized Representative determines the Work is not substantially complete, Owner's Authorized Representative will promptly notify Contractor in writing, giving reasons therefore. Contractor shall remedy Work deficiencies and send a second notice of Substantial Completion to Owner's Authorized Representative. Owner's Authorized Representative will then re-inspect Work. Owner's Authorized Representative will make one Substantial Completion inspection to determine any Work deficiencies and one Final Completion inspection to ascertain that deficiencies have been satisfactorily completed. If Owner's Authorized Representative is required to make more than two inspections, Owner will deduct the Owner's costs of any such additional inspections from Contractor's final payment, based upon the effective hourly rate for the Owner's Authorized Representative, plus any expenses associated with the additional inspections.

SGC-10 Section F.1, USE OF PREMISES:

Add the following at the end of Section F.1:

Under Oregon's Indoor Clean Air Act all state of Oregon properties are smoke, aerosol and vapor free (ORS 433.835-870, effective January 1, 2016.) A person may not smoke, aerosolize, or vaporize an inhalant or carry a lighted smoking instrument within 10 feet of the following parts of public places or places of employment: Entrances; Exits; windows that open; and Ventilation intakes that serve an enclosed area.

SGC-11 Add the following at the end of Section F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC:

F.2.7. Contractor shall comply with applicable State of Oregon Governor's executive orders and Oregon Administrative Rules promulgated by the Department of Consumer and Business Services, Oregon Occupational Safety and Health Division. Additionally, Contractor shall regularly consult Oregon OSHA guidance publications regarding construction contractors and construction sites (found at https://osha.oregon.gov/pubs/Pages/index.aspx and utilize those resources and

https://osha.oregon.gov/pubs/Pages/index.aspx and utilize those resources and information to develop, update and enforce the Contractor's policies for safety planning and safety practices on the project. Contractor shall also comply with all other federal, state and local government statutes, regulations, administrative rules, ordinances, executive orders, Owner policies and other laws/requirements applicable to the project pertaining to workplace health and safety requirements. Contractor's compliance with this section is a material term of the Contract, and Contractor's failure to comply constitutes a breach of the Contract entitling Agency to terminate this Contract for cause or pursue other available Owner remedies under the Contract.

SGC-12 Section G.3, INSURANCE

Section G.3 is deleted. The insurance provisions of **Section 19, Insurance and Indemnity for Breach of Confidentiality and Exhibit B,** of the Price Agreement, as may be amended between the Oregon Department of Administrative Services ("DAS" or the "Owner") and Contractor, control and apply to the Work, as modified below. Except for the modifications identified below, the provisions of Section 19 and Exhibit B of the PA apply:

The Commercial General Liability provision of Exhibit B of the PA is replaced with the following:

General Commercial Liability (Required):

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage written on an ISO CG 00 01 10 01 (or equivalent). This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract and must have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate.

The Automobile Liability Insurance provision of Exhibit B of the PA is replaced with the following:

Automobile Liability Insurance (Required):

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

The following Automobile Liability Broadened Pollution Liability Coverage Endorsement is added:

Automobile Liability Broadened Pollution Liability Coverage Endorsement (Required):

If the Contractor is transporting any type of hazardous materials under the Contract, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

The following Contractor's Pollution Liability is added:

Contractor's Pollution Liability (Required):

Contractor shall provide Contractor's Pollution Liability Insurance covering Contractor's or appropriate Subcontractor's liability for bodily injury, property damage, loss of use of property, loss of value of property, government ordered cleanup costs, natural resource damage, environmental damage, and environmental or natural resource damage resulting from sudden, accidental and gradual pollution and related cleanup costs incurred by Contractor, or Subcontractor if the coverage is obtained by the Subcontractor, all arising out of the goods or materials delivered or services (including transportation risk) performed under this Contract is required. Coverage must be written on an occurrence basis with a per loss limit of no less than \$5,000,000 and not less than \$5,000,000 annual aggregate. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limits.

The following Excess/Umbrella Insurance coverage is added:

Excess/Umbrella Insurance (Required):

Excess/Umbrella insurance coverage in the sum of \$5,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, Excess and Umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this Excess/Umbrella insurance requirement. If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

SGC-13 Section H.2, SCHEDULE:

Section H.2 is deleted and replaced with the following:

Contractor shall provide, prior to commencement of on-site work, a schedule showing major activities and milestones of the Work for review and acceptance by the Owner.

SGC-14 Section J.4, Owner's Right to Terminate Contract

A new subsection is added to Section J.4.1 as subsection (f) and existing subsections (e) and (f) of Section J.4.1 are removed, re-numbered and revised to read as follows:

(e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances, or the instructions of the Owner or its Authorized Representative;

(f) If Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon; or

(g) If Contractor is otherwise in material breach of any part of the Contract.

SGC-15 Section J.4, Owner's Right to Terminate Contract

• Subsection J.4.2 is removed and revised to read as follows

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, including, in the event of the conditions set forth in Section J.4.1(f) regarding Contractor's liquidated and delinquent debt (including garnishing all monies due for any and all Work performed by the Contractor, when appropriate) and otherwise recovering any liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon. In addition, the Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

• Add the following new Section J.4.3:

"J.4.3 If a termination under this Section J.4 is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for convenience. (See Section J.5 TERMINATION FOR CONVENIENCE.)"

SGC-16 Section K.2, OPERATION AND MAINTENANCE MANUALS:

Section K.2 is deleted

SGC-17 Section K.5, TRAINING:

Section K.5 is deleted SGC-18 Section K.8, CERTIFICATE OF OCCUPANCY: Section K.8 is deleted

STATE OF OREGON

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No. _____ Solicitation Project Name

(Surety #1)	Bond Amount No. 1:	\$
(Surety #2)*	Bond Amount No. 2:*	\$
* If using multiple sureties	Total Penal Sum of Bond:	\$

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, for the provision of construction (and design, if any), the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Administrative Services and the (name of any other Owner agency), and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every

kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this	day of		, 20	
		PRINCIPAL:		
		Ву	Signature	
			Signature	
		Attest:	Official Capacity	
			Corporation Secret	tary
		[Add signatures j	for each if using multiple bond.	s]
		BY ATTORNE		
		[Power-of-Attorn	ey must accompany each bond	1]
			Name	
			Signature	
			Address	
		City	State Zip	
		Phone	Fax	

STATE OF OREGON

STANDARD PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No	
Solicitation	
Project Name	

____(Surety #1) ____(Surety #2)*

* If using multiple sureties

Bond Amount No. 1: Bond Amount No. 2:* Total Penal Sum of Bond:

We, _____as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond) _____

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon, for the provision of construction (and design, if any), the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and

within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Administrative Services and the______ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this	day of		, 20	
		PRINCIPAL:		
		By		
			Signature	
		Attest:	Official Ca	apacity
		Attest		on Secretary
		SURETY: [Add signatures f BY ATTORN	or each surety if using	multiple bonds]
			ey must accompany ec	ach surety bond]
			Name	
			Signature	
			Address	
		City	State	Zip
		Phone	Fax	