UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 10

IN THE MATTER OF: Terminal 4 Action Area within the Portland Harbor Superfund Site Portland, Multnomah County, Oregon PORT OF PORTLAND Respondent.	U.S. EPA Region 10 CERCLA Docket No. 10-2004-0009 Proceeding Under Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9607 and 9622

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT

FOR REMOVAL ACTION

AMENDMENT NO. 2

(Pre-Design Investigation and Remedial Design)

Introduction

The Port of Portland (Respondent) entered into an *Administrative Order on Consent for Removal Action*, U.S. EPA, Region 10, CERCLA Docket No. 10-2004-0009, with the United States Environmental Protection Agency (EPA) (the Settlement Agreement) for removal work at the Terminal 4 Removal Action Area in October 2003. Respondent is conducting ongoing work under the Settlement Agreement and its attached Statement of Work (SOW). The EPA and Respondent amended the Settlement Agreement in September 2005, to include provisions for reimbursement of Tribal Response Costs. *Administrative Settlement Agreement and Order on Consent for Removal Action, Amendment No. 1* (First Amendment). Respondent now wishes to supplement the SOW to conduct Pre-Design Investigation (PDI) and Remedial Design (RD) Work for the Terminal 4 Action Area within the boundaries of the Portland Harbor Superfund Site in Portland, Oregon (Site). Work performed by Respondents under this *Amendment No. 2* to

the Settlement Agreement (Second Amendment) is intended to begin implementation of the January 2017 *Record of Decision for the Portland Harbor Superfund Site* (ROD). It is anticipated that final remedial design work for the Terminal 4 Action Area will be implemented under an amendment to the Settlement Agreement, separate administrative order, or judicial consent decree following completion of all actions required under this amended Settlement Agreement. It is anticipated that remedial action work will be implemented under a judicial consent decree.

To effectuate the Respondent's agreement to conduct PDI and RD Work under the Settlement Agreement, the following terms and conditions of the Settlement Agreement are amended as provided below. All other terms and conditions of the Settlement Agreement and First Amendment remain in full force and effect. Any inconsistencies between the text of the original Settlement Agreement, First Amendment and this Second Amendment are unintentional and should be interpreted in such a manner to effectuate the parties' intent to perform all activities described in the SOW, as supplemented herein, with EPA's oversight in coordination with the Oregon Department of Environmental Quality (DEQ), the Natural Resource Trustees and Tribal Governments, and to reimburse the governments' response costs associated with such oversight consistent with the terms of the October 21, 2003 AOC as amended by the September 9, 2005 First Amendment thereto.

EPA and Respondents agree to amend the Settlement Agreement as follows:

1. The title of the Settlement Agreement is hereby changed to "Administrative Settlement Agreement and Order on Consent for Remedial Design."

2. This Second Amendment, and the Remedial Design Statement of Work (RD SOW), which is attached as Appendix A to this Second Amendment, provide for the performance of RD work at the Terminal 4 Action Area and are incorporated into and enforceable under the terms of the Settlement Agreement and the First Amendment.

3. References to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9606(a), shall be deleted from the captions of the Settlement Agreement at Paragraphs 2, 60 and 62, consistent with EPA's Model Administrative Settlement Agreement and Order on Consent for Remedial Design.

4. The term "removal action" is changed to "response actions" at Paragraphs 5, 10.g., 23.a., and 26.

5. The definition of "Settlement Agreement" at Page 1 of the First Amendment, which changed the name of the original October 21, 2003 "Order" and its First Amendment to "Settlement Agreement," shall be amended to mean the October 21, 2003 Administrative Order on Consent for Removal Action and Appendix A attached thereto, the September 9, 2005 First Amendment, Attachment 1 to the First Amendment providing the Tribal Cost Documentation Template, this Second Amendment, and the original and modified Statement of Work.

6. The definition of "Statement of Work" or "SOW" at Paragraph 10.p. of the Settlement Agreement shall be amended to include the RD SOW as set forth in Appendix A to this Second Amendment and any future amendments to the SOW. The original SOW and all ongoing Work being performed under the 2003 Settlement Agreement remain in full force and effect.

7. The "Terminal 4 Removal Action Area" defined at Paragraph 10.q. of the Settlement Agreement shall now be named the "Terminal 4 Action Area."

8. The following definitions shall be added to Section III (Definitions), as Paragraphs 10.t., u., and v. of the Settlement Agreement:

   t. "ODEQ Response Costs" shall mean all direct and indirect costs that ODEQ incurs in coordinating and consulting with EPA in conjunction with EPA's planning and implementation of this Settlement Agreement. ODEQ Response Costs are only those costs incurred to fulfill the requirements of this Settlement, including review of plans, reports, and assessments prepared pursuant to this Settlement Agreement and Community Involvement activities; and scoping, planning, and negotiating this Settlement Agreement; but excluding any costs related to natural resource damages assessments, liability or restoration. ODEQ Responses Costs are not inconsistent with the NCP, 40 C.F.R. Part 300, and are recoverable response costs pursuant to Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607. ODEQ Response Costs shall not include the costs of oversight or data gathered by ODEQ concerning any other response action or Settlement Agreement associated with the Site.

   u. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site, signed on January 3, 2017, by the Administrator of EPA, and all attachments thereto. A copy of the ROD can be found at https://www3.epa.gov/region10/pdf/ph/sitewide/record-of-decision-jan2017.pdf.

   v. "Remedial Design" or "RD" shall mean those sampling and design activities to be undertaken by Respondent toward development of the plans and specifications for remedial action as stated in the SOW and any amendments thereto.

9. The factual findings in Section IV (Findings of Fact) are amended with additional subparagraphs d. through h.

   d. The final baseline human health risk assessment (BHHRA) and baseline ecological risk assessment (BERA) of the ROD concluded that contamination within the Portland Harbor Site poses unacceptable risks to human health and the environment from numerous contaminants of potential concern in surface water, groundwater, sediment, and fish tissue. The final selected remedy (Selected Remedy) identified 64 contaminants of concern (COCs) that contribute the most significant amount of risk to the human and ecological receptors. *See* ROD, Appendix II, Tables 1-5.

e. A subset of the COCs, called focused COCs, was developed to simplify analysis and evaluation of remedial alternatives for the Site. The focused COCs include PCBs, PAHs, dioxins and furans, and DDx.

f. The Selected Remedy in the ROD requires active remediation (dredging, capping and enhanced natural recovery) at areas exceeding the Remedial Action Levels (RALs) for focused COCs (PCBs, PAHs, DDx, and dioxin/furans) and contaminated riverbanks adjacent to those areas. The Selected Remedy allows approximately 1,774 acres of sediment to recover naturally. The Selected Remedy is estimated to take 13 years to construct.

g. The ROD states that the actual technologies assigned to a specific area of the river will be dependent on a number of area-specific characteristics and environmental conditions to ensure that the final constructed remedy is appropriate for actual site-specific conditions. The ROD also identifies post-ROD remedial design sampling activities that will support remedial design and refine the Site's conceptual site model (CSM) and be used for remedial design and construction as part of remedial action.

h. The Terminal 4 Action Area is within the Portland Harbor Superfund Site, which was listed on the National Priorities List (NPL) on December 1, 2000. 65 Fed. Reg. 75179-01 (December 1, 2000), and requires response action as described in the ROD.

10. Paragraph 12.g. of Section V (Conclusions of Law) of the Settlement Agreement is deleted, and Paragraph 12.f shall be amended and replaced by the following:

    The response actions required by this Settlement Agreement are necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

11. Paragraphs 14 and 15 of Section VII (Designation of Contractor and Project Coordinator) is amended to designate Kelly Madalinski as Respondent's Project Coordinator, and Rebecca Chu of the Office of Environmental Cleanup as EPA Region 10's Project Coordinator.

12. Paragraphs 17 and 18 of Section VIII (Work to Be Performed) of the Settlement Agreement shall be amended and replaced by the following:

    17. Respondent shall perform, at a minimum, all actions necessary to implement the Statement of Work (SOW), as supplemented by the RD SOW, attached as Appendix A to this Second Amendment (the Work), and comply with the accompanying schedules.

    18. Relevant EPA Guidance Documents for the RD Work are found in the RD SOW. Any relevant guidance shall be followed in implementing the SOW.

13. Paragraph 19 of Section VIII (Work to Be Performed) shall be amended by adding the following as a final sentence:

    Within 30 days of submission by the Port of the Draft (30%) Preliminary Remedial Design, Respondent and EPA agree to begin negotiating a revised Statement of Work to complete full Remedial Design for the Terminal 4 Action Area under this Settlement.

14. Paragraph 27 of Section IX (Access/Institutional Controls):

    The Port hereby affirms it will obtain access for RD Work consistent with the provisions of Paragraph 27 of the Settlement Agreement.

15. Paragraph 40.b. shall be amended to include payment by wire transfer according to instructions provided on EPA's website for payment of Superfund response costs as an acceptable payment method.

16. Paragraph 40.b. shall also be amended by replacing the U.S. Environmental Protection Agency address with the address below:

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

17. Paragraph 40.c. shall be amended and replaced as follows:

    c. At the time of payment, Respondent shall send notice that payment has been made to: 1) the EPA Project Coordinator; (2) to the following email address: acctsreceivable@cinwd@epa.gov; and 3) to U.S. Environmental Protection Agency, Superfund Payments, Cincinnati Finance Center, P.O. Box 979076, St. Louis, MO 63197-9000.

18. A new subsection c. to Paragraph 43 shall be added to Section XV (Payment of Future Response Costs):

    c. Payment of ODEQ Response Costs

    1. Respondents shall be responsible under this Settlement for funding ODEQ Response Costs incurred pursuant to this Settlement that are not inconsistent with the NCP under the terms of a separate agreement (ODEQ Agreement). The agreement currently in effect was executed by Respondents and ODEQ on September 29, 2003.

2. Disputes regarding ODEQ Response Cost bills shall be resolved in accordance with the ODEQ Agreement, and neither ruled by nor conducted under the dispute resolution provisions of this Settlement.

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

19. Paragraph 52.b. of Section XVIII (Stipulated Penalties) shall be amended as follows:

The final and all submitted drafts of the following Compliance Milestones:

i. Pre-Design Investigation Report
ii. Basis of Design Report
iii. Remedial Design Work Plan
iv. Supplemental Pre-Design Investigation Report, if applicable
v. Treatability Study Evaluation Report, if applicable
vi. (30%) Preliminary Remedial Design Report

20. Paragraph 83 of Section XXVII (Modifications) is amended by replacing the term "removal action" with "Settlement Agreement."

21. Paragraph 87 of Section XXVIII (Notice of Completion of Work) is amended by replacing the term "Final Removal Action Completion Report" with "Preliminary Remedial Design Report."

22. Paragraph 91 of Section XXXI (Notices and Submissions) is amended as follows:

1st Paragraph: Replace the email address sheldrake.sean@epa.gov with chu.rebecca@epa.gov.

Paragraph a.: Replace "Anne Summers" with "Kelly Madalinski."

Paragraph c.: Replace "Sean Sheldrake" with "Rebecca Chu."

23. Under the First Amendment, Paragraph 43 of Section XV (Payment of Future Response Costs) is amended as follows:

The first five sentences of Paragraph 43.b.(ii) shall be amended and replaced with: On or before September 1 of each year, until EPA issues a notice of completion of Work, Respondent and the Tribal Governments shall meet to discuss the work to be performed under this Settlement Agreement for the upcoming fiscal year (defined as October 1 to September 30). The Tribal Governments shall develop, either individually or collectively, reasonable estimated annual budgets (with appropriate contingency) for Tribal Response Costs. The budgets shall separately identify anticipated costs for each Tribal Government

and the shared technical consultant. The estimated annual budgets will not account for any carryover funds or deficits incurred from the previous fiscal year. If the Tribal Governments are unable to provide Respondent with an estimated annual budget by October 1, the Tribal Governments shall notify Respondent no later than three business days prior to October 1 of the date the estimated annual budget will be available. Negotiation of estimated annual budgets for Tribal Response Costs will occur individually or collectively, and subsequent to receipt of each Tribal Government's estimated annual budget. Following compilation of cost documentation from the previous fiscal year (see Paragraph 43.b.(iii)), Tribal Governments shall provide a final budget request, individually or collectively, which accounts for carryover funds or deficits from the previous fiscal year. The effective date for Tribal Governments to provide a final budget request shall be on or before January 31 of each year until EPA issues a notice of completion of Work. If the Tribal Governments are unable to provide the final budget request by January 31, the Tribal Governments shall notify Respondent no later than three business days prior to January 31. Advance future response costs payment to a Tribal Government may be delayed if that Tribal Government provides the final budget request after January 31. The Tribal Governments shall develop estimated annual budgets and final budget requests consistent with the information set forth in Appendix C (Attachment A and Attachment B, respectively).

The Respondent shall remit future response costs payments to each Tribal Government within 30 days of receipt of a complete final budget request and cost documentation package from that Tribal Government. Respondent shall remit a check for the amount identified in the approved final budget request, which represents the annual Tribal Response Costs for the following year, accounting for any carryover or deficits from the previous year, payable to the corresponding Tribal Government at the appropriate address.

Paragraph 43.b.(ii) shall be further amended by inserting the following sentences after the eighth sentence of Paragraph 43.b.(ii): If requested, Respondent shall provide a partial payment of Tribal response costs, either individually or collectively, based on the estimated annual budget agreed to by the Respondent. The payment amount shall be negotiated between the parties based on the funding necessary to cover the period up to January 31. If partial payment is provided, Attachment B will be adjusted accordingly to reflect a partial payment.

The reference to the Umatilla Indian Reservation in Paragraph 43(b)(ii) shall be replaced with: The Confederated Tribes of Grand Ronde Community of Oregon or another lead coordinating party designated by the Tribal Governments. The Tribal Governments shall notify Respondent of any change in lead coordinating party according to the terms of this Settlement Agreement.

Paragraph 43.b.(iii) shall be amended and replaced with: The effective date for Tribal Governments to provide annual supporting documentation for Tribal Response Costs for the previous fiscal year, either individually or collectively, shall be on or before January 31 each year until EPA issues a notice of completion of Work. If the Tribal Governments are unable to provide supporting documentation by January 31, the Tribal Governments shall notify

Respondent no later than three business days prior to January 31. All supporting documentation shall include personnel timesheets, travel expense reports, and contractor invoices that relate to this amended Settlement Agreement.

24. Except as specifically provided in this Second Amendment, all provisions of the Settlement Agreement and First Amendment are unchanged and remain in full force and effect.

25. This Second Amendment shall be effective upon signature by the Office of Environmental Cleanup Remedial Program Manager, U.S. EPA Region 10.

It is so Ordered and Agreed this 21st day of June, 2018.

By:

Cami Grandinetti
Remedial Program Manager
Office of Environmental Cleanup
U.S. EPA, Region 10

Agreed this 14th day of June, 2018.
For the Port of Portland

By:

Curtis Robinhold
Printed Name

Executive Director

Title

APPENDIX A

REMEDIAL DESIGN STATEMENT OF WORK

PORTLAND HARBOR SUPERFUND SITE

Terminal 4 Action Area

Portland, Multnomah County, Oregon

EPA Region 10

June 2018

TABLE OF CONTENTS

1. INTRODUCTION 2
2. COMMUNITY INVOLVEMENT 2
3. REMEDIAL DESIGN 3
4. REPORTING 9
5. DELIVERABLES 9
6. SCHEDULES 14
7. STATE AND TRIBAL PARTICIPATION 15
8. REFERENCES 15

1. INTRODUCTION

1.1 **Purpose of the Statement of Work (SOW)** This SOW sets forth the procedures and requirements for implementing Preliminary RD Work consistent with EPA's January 2017 *Record of Decision for the Portland Harbor Superfund Site, Portland, Oregon,* (ROD) at the Terminal 4 Action Area (T4 Action Area) as defined in the Administrative Settlement and Administrative Order on Consent (Settlement Agreement) for T4.

1.2 **Structure of the SOW**

- Section 2 (Community Involvement) sets forth EPA's and the Respondent's responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables.
- Section 4 (Reporting) sets forth Respondent's reporting obligations.
- Section 5 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding Respondent's submission of the deliverables.
- Section 6 (Schedules) sets forth the schedule for submitting the primary deliverables and sets forth the schedule of milestones regarding the completion of the RD.
- Section 7 (State/Tribal Participation) addresses State and Tribal participation.
- Section 8 (References) provides a list of references, including URLs.

1.3 The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Settlement Agreement, have the meanings assigned to them in CERCLA, in such regulations, or in the Settlement Agreement, except that the term "Paragraph" or "¶" means a paragraph of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 **Community Involvement (CI) Responsibilities**

(a) EPA has the lead responsibility for developing and implementing CI activities at the Site. Previously [during the Remedial Investigation/Feasibility Study (RI/FS) phase], EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities specific to the RD Work or the T4 Action Area during the Work that are not already addressed or provided for in the existing CIP, including, if applicable, any Technical Assistance Grant, any use of the Technical Assistance Services for Communities contract, and/or any Technical Assistance Plan.

(b) If requested by EPA, Respondent shall participate in community involvement activities, including participation in (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at the Site. Respondent's support of

EPA's CI activities related to the RD Work or the T4 Action Area may include providing online access to initial submissions and updates of deliverables to: (1) Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment, as well as staying informed of T4 activities. EPA may describe in its CIP Respondent's responsibilities for community involvement activities. All community involvement activities conducted by Respondent at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondent shall establish a community information repository at or near the Site.

(c) Respondent will explore the possibility of participating in EPA's Superfund Job Training Initiative Program (Super JTI) as it may relate to the Preliminary RD Work or T4 Action Area. This program provides job training to communities affected by Superfund sites.

(d) **Respondent's CI Coordinator**. If requested by EPA, Respondent shall, within 30 days, designate and notify EPA of Respondent's Community Involvement Coordinator (Respondent's CI Coordinator). Respondent may hire a contractor for this purpose. Respondent's notice must include the name, title, and qualifications of the Respondent's CI Coordinator. Respondent's CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the T4 Action Area.

3. REMEDIAL DESIGN

3.1 Pre-Design Investigation. The purpose of the Pre-Design Investigation (PDI) is to identify and address data gaps by conducting field investigations in order to develop the Basis of Design Report, RD Work Plan and RD.

(a) **PDI Work Plan**. Respondents shall submit a PDI Work Plan (PDIWP) for EPA approval. The PDIWP must include:

(1) An evaluation and summary of existing data and description of data gaps for: preliminary sediment management area (SMA) delineation consistent with EPA's June 6, 2017 *Portland Harbor Superfund Site, Sampling Plan for Pre-Remedial Design, Baseline and Long Term Monitoring;* CSM refinement consistent with Section 14.2 of the ROD, *Post-ROD Data Gathering and Other Information*; and application of the *Technology Application Decision Tree*, Figure 28 of the Portland Harbor ROD

(2) A project specific Field Sampling Plan, as described in Section 5.5 Supporting Deliverables of this SOW. The plan includes the details of the media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), number of samples, and a project schedule;

(3) A project specific Quality Assurance Project Plan (QAPP), as described in Section 5.5 Supporting Deliverables of this SOW;

(4) A project specific Health and Safety Plan (HASP), as described in Section 5.5 Supporting Deliverables of this SOW; and

(5) A project specific description of transportation and off-site disposal plan for investigation-derived waste consistent with the requirements at Section VIII (Work to Be Performed), Paragraph 25 of the Settlement Agreement, and Section 5.5 Supporting Deliverables of this SOW;

(b) **PDI Investigation**. Respondents shall implement the PDI in accordance with the EPA-approved PDIWP.

(c) **PDI Summary Report.** Following the PDI, Respondents shall submit a PDI Summary Report. This report must include:

(1) Summary of the investigations performed;

(2) Summary of investigation results;

(3) Summary of validated data (i.e., tables and graphics);

(4) Data validation reports and laboratory data reports;

(5) Narrative interpretation of data and results;

(6) Results of statistical and modeling analyses, if applicable;

(7) Photographs documenting the work conducted; and

(8) Conclusions whether the data are sufficient to complete the Basis of Design Report and Preliminary 30% RD.

(d) EPA may require Respondents to supplement the PDI Evaluation Report and/or to perform additional pre-design studies.

3.2 **Basis of Design Report (BODR).** Respondents shall submit a Draft BODR for EPA comment, and a Final BODR for EPA approval. This document will describe the objectives, overall approach, schedule, milestone check in points and specific elements of the BODR.

(a) **Basis of Design Report.** Respondents shall submit a Draft BODR for EPA comment, and a Final BODR for EPA approval. The BODR will:

(1) Summarize existing site conditions and site factors which affect technology assignments including detailed reasonably anticipated future navigation and land use information and other data, as depicted in the Technology Application Decision Tree, Figure 28 of the Portland Harbor

ROD (Decision Tree), and refinement of the conceptual site model (CSM) pertaining to the Terminal 4 Project Area.

(2) Summarize design criteria applicable to the Terminal 4 Project Area as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995) and consistent with the Design Requirements and Performance Standards described in Sections 14.2.9 and 14.2.10 of the Portland Harbor ROD;

(3) Identify remedial technologies and then screen those technologies using the Decision Tree for the Terminal 4 Project Area requiring remediation;

(4) Describe Decision Tree analysis and identify a preferred remedial approach based on consistency with the ROD for the Terminal 4 Project Area;

(5) Identify a preferred remedial approach for the Terminal 4 Project Area;

(6) Identify long-term monitoring and maintenance considerations for the Terminal 4 Project Area;

(7) Identify design studies for RD, if any, such as subsurface and surface sediment sampling that may be needed to address proposed remedial technology means and methods, and gather other information necessary for RD for the Terminal 4 Project Area;

(8) Describe a sequencing plan as well as an overall schedule to complete the design studies, RD and RA for the Terminal 4 Project Area; Describe any applicable permitting requirements and other regulatory requirements, if any;

(9) Describe plans for obtaining access in connection with the Work under this SOW, and for performing RA as may be designed through this SOW, such as potential access fees, property acquisition, property leases, and/or easements; and

(10) Discuss modifications (if any) for the Terminal 4 Project Area based on site conditions and the applicable RALs.

3.3 **RD Work Plan.** Respondent shall submit a RD Work Plan (RDWP) for EPA approval that includes, at a minimum, the requirements specified in Section 14.2.9 *Design Requirements* of the ROD. The RDWP will describe the objectives, overall approach, schedule, milestone check in points and specific elements of the Remedial Design, and must include:

(a) Plans and schedule for implementing all RD activities identified in this SOW, BODR, RDWP, or required by EPA to be conducted to develop the RD;

(b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;

(c) Identification of any remaining data gaps affecting the completion of RD consistent with *Post ROD Data Gathering and Other Information Verification*, Section 14.2 of the ROD. This includes additional field investigations that must be filled to support remedial design. Data gap analysis will include a review of the following items and identification of additional sampling as warranted:

(1) Surface and subsurface sediment, river bank and beach soil contaminant concentrations

(2) Surface water, sediment pore water and groundwater data;

(3) Bathymetry;

(4) Flood-rise modeling;

(5) Treatability studies;

(6) Fish/shellfish tissue; and

(7) NAPL delineation.

(d) Description of any proposed pre-design investigation to design and construct the remedy, if applicable;

(e) Descriptions of any areas requiring clarification and/or anticipated problems;

(f) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;

(g) Description of any proposed treatability study, if applicable;

(h) Supporting deliverables described in Paragraph 5.5 (Supporting Deliverables) as relevant.

3.4 **Supplemental Pre-Design Investigation.** The purpose of the Supplemental Pre-Design Investigation (PDI), if identified in the RDWP, is to fill any remaining data gaps necessary for the completion of 30% RD for the Terminal 4 Project Area. The Supplemental PDI must include:

(a) **Supplemental PDI Work Plan.** Respondents shall submit a Supplemental PDI Work Plan (Supplemental PDIWP) for EPA approval. The Supplemental PDIWP must include:

(1) An evaluation and summary of existing data and description of data gaps;

(2) A project specific Field Sampling Plan, as described in Section 5.5 Supporting Deliverables of this SOW. The plan includes the details of the media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), number of samples, and a project schedule;

(3) A project specific Quality Assurance Project Plan (QAPP), as described in Section 5.5 Supporting Deliverables of this SOW;

(4) A project specific Health and Safety Plan (HASP), as described in Section 5.5 Supporting Deliverables of this SOW; and

(5) A project specific description of transportation and off-site disposal plan for investigation-derived waste consistent with the requirements at Section VIII (Work to Be Performed), Paragraph 25 of the Settlement Agreement, and Section 5.5 Supporting Deliverables of this SOW;

(b) **Supplemental PDI Investigation**. Respondents shall implement the Supplemental PDI in accordance with the EPA-approved Supplemental PDIWP.

(c) **Supplemental PDI Summary Report**. Following the Supplemental PDI, Respondents shall submit a Supplemental PDI Summary Report. This report must include:

(1) Summary of the investigations performed;

(2) Summary of investigation results;

(3) Summary of validated data (i.e., tables and graphics);

(4) Data validation reports and laboratory data reports;

(5) Narrative interpretation of data and results;

(6) Results of statistical and modeling analyses, if applicable;

(7) Photographs documenting the work conducted; and

(8) Conclusions whether the data are sufficient to complete the Preliminary 30% RD.

3.5 Treatability Study

(a) Respondent shall perform any Treatability Study (TS) if it is identified in the RDWP.

(b) Respondent shall submit a TS Work Plan (TSWP) for EPA approval. Respondents shall prepare the TSWP in accordance with EPA's *Guide for Conducting Treatability Studies under CERCLA, Final* (Oct. 1992), as supplemented for RD

by the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995). The TSWP shall include, as appropriate, the following supporting documents:

(1) A project specific Field Sampling Plan, as described in Section 5.5 Supporting Deliverables of this SOW. The plan details the media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples;

(2) A project specific QAPP, as described in Section 5.5 Supporting Deliverables of this SOW;

(3) A project specific HASP, as described in Section 5.5 Supporting Deliverables of this SOW;

(4) A project specific Biological Assessment, where appropriate, as described in Section 5.5 Supporting Deliverables of this SOW; and

(5) A project specific description of transportation and off-site disposal plan consistent with the requirements at Section VIII (Work to Be Performed), Paragraph 25, and Section 5.5 Supporting Deliverables of this SOW.

(c) Following completion of the TS, Respondent shall submit a TS Evaluation Report for EPA comment.

(d) EPA may require Respondent to supplement the TS Evaluation Report and/or perform additional treatability studies.

3.6 **Preliminary (30%) RD**. Respondent shall submit a Preliminary (30%) RD for the T4 Action Area for EPA's comment. The Preliminary RD must include:

(a) Preliminary drawings and specifications;

(b) Description of permit requirements, if applicable;

(c) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009);

(d) Preliminary identification of Operation and Maintenance (O&M) requirements;

(e) Preliminary description of monitoring and control measures to protect human health and the environment, such as water quality monitoring and water quality control, during the RA;

(f) Preliminary Institutional Control Implementation and Assurance Plan (ICIAP) identifying institutional controls necessary to protect the remedy, consistent with

the provisions of Section IX (Access/Institutional Controls), Paragraph 27 of the Settlement Agreement;

(g) A draft Biological Assessment and Clean Water Act Analysis as described in Section 5.5 Supporting Deliverables of this SOW;

(h) Any proposed revisions to the RD Schedule that is set forth in ¶ 6.2 (Schedule) and in the RDWP; and

(i) Updates of all supporting deliverables required to accompany the RDWP and the following additional supporting deliverables described in Section 5.5.

3.7 **Meetings.** Respondent shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA, or as requested by the Respondent.

4. REPORTING

4.1 **Progress Reports**. In addition to the reporting requirements specified in Section VIII (Work to Be Performed), Paragraph 23 of the Settlement Agreement, the Respondent shall include the following in the Progress Report:

(a) A description of any modifications to the work plans or other schedules that Respondent have proposed or that have been approved by EPA; and

(b) A description of all activities undertaken in support of the CIP during the reporting period and those to be undertaken in the next quarter.

5. DELIVERABLES

5.1 **Applicability.** Respondent shall submit deliverables to EPA consistent with the Settlement Agreement.

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

5.3 All deliverables under this SOW must be submitted by the deadlines in the Preliminary RD Schedule and RDWP. Respondent shall submit all deliverables to EPA in electronic form. If any deliverable includes maps, drawings, or other exhibits that are larger than 11" by 17", Respondent shall also provide EPA with paper copies of such exhibits.

5.4 **Technical Specifications**

(a) Sampling and monitoring data should be submitted in the Electronic Data Deliverable (EDD) format specified by Region 10. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes. Reports shall be submitted in a format approved by EPA, such as in pdf format with all metadata inserted, 508 tagging done to the extent practicable, in one file per deliverable (vs many), and include bookmarks to the extent practicable to enhance readability.

(b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at https://edg.epa.gov/EME/.

(c) Each file must include an attribute name for each T4 Action Area unit or sub-unit submitted. Consult http://www.epa.gov/geospatial/policies.html for any further available guidance on attribute identification and naming.

(d) Spatial data submitted by Respondent does not, and is not intended to, define the boundaries of the Site.

5.5 **Supporting Deliverables**. Respondent shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. Respondent shall develop the deliverables in accordance with the Settlement Agreement and all applicable regulations, guidance, and policies (see Section 8, References). Draft and final copies of new deliverables must be submitted by the deadlines in the Preliminary RD Schedule and RDWP, or any other EPA-approved schedule, as applicable.

(a) **Health and Safety Plan**. The HASP describes all PDI activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by Work. Respondent shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration requirements under 29 C.F.R. §§ 1910 and 1926. The HASP required by this RD SOW should cover RD activities and should be updated as appropriate. EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.

(b) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all PDI sample collection activities. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. Respondent shall develop the FSP in accordance with *Guidance for Conducing Remedial Investigations and Feasibility Studies,* EPA/540/G 89/004 (Oct. 1988) and other relevant EPA guidance.

(c) **Quality Assurance Project Plan**. The QAPP augments the FSP and addresses sample collection activities as well as sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of

Respondent's quality assurance, quality control, and chain of custody procedures for all Work, including field and design samples. This document will be created or updated as necessary prior to RD activities so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required.

Respondent shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R- 5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3, EPA/505/B- 04/900A though 900C (Mar. 2005). The QAPP also must include procedures:

(1) To ensure that EPA and its authorized representative have reasonable access to laboratories used by Respondent in implementing the Settlement Agreement (Respondent's Labs);

(2) To ensure that Respondent's Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;

(3) To ensure that Respondent's Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis*, ILM05.4 (Dec. 2006); *USEPA Contract Laboratory Program Statement of Work for Organic Analysis*, SOM01.2 (amended Apr. 2007); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM01.2 (Jan. 2010)) or other methods acceptable to EPA;

(4) To ensure that Respondent's Labs participate in an EPA-accepted QA/QC program or other QA/QC program acceptable to EPA;

(5) For Respondent to provide EPA with notice at least 28 days prior to any sample collection activity;

(6) For Respondent to provide split samples and/or duplicate samples to EPA upon request;

(7) For EPA to take any additional samples that it deems necessary;

(8) For EPA to provide to Respondent, upon request, split samples and/or duplicate samples in connection with EPA's oversight sampling;

(9) For Respondent to submit to EPA all sampling and test results and other data in connection with the implementation of the Settlement Agreement; and

(10) To ensure compliance with all federal and state ARARs.

(d) **Institutional Controls Implementation and Assurance Plan**. Institutional controls (ICs) at the Site will be implemented to: (1) protect human health and the environment by limiting exposure to contamination left in place and (2) protect the long-term integrity of the engineered components of the Selected Remedy. Respondent will develop a project specific Institutional Control Implementation and Assurance Plan (ICIAP) for the T4 Action Area during RD which will, at a minimum, be consistent with the provisions of Section IX (Access/Institutional Controls), Paragraph 27, of the Settlement Agreement; identify the specific and necessary Site-wide ICs and the T4- specific ICs that will be implemented; plans to implement, maintain, and enforce the ICs; and the parties responsible for implementing and monitoring each IC necessary at the T4 Action Area. The ICIAP shall be developed in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites,* OSWER 9355.0-89, and EPA/540/R-09/001 (Dec. 2012) and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012) or as amended or superseded. Among others, three types of ICs have been proposed for the Site that may be used at the T4 Action Area are described further below:

(1) **Fish Advisories and Educational Outreach:** A fish advisory is currently in effect for the Lower Willamette River. Once data indicate tissue concentrations have improved, the advisory will be updated by OHA in consultation with EPA. The advisory may be periodically updated by OHA until Remedial Action Objectives are reached. The outreach program to communicate with the public regarding risks from consumption of contaminated fish may include: informational meetings, presentations, and workshops targeting affected community groups; development and distribution of informational materials such as brochures or maps; advisory notifications communicated through a variety of culturally appropriate outlets; installation and maintenance of advisory signs at known fishing locations; and coordination with sport or recreational fishing clubs and licensing locations.

(2) **Waterway Use Restrictions or Regulated Navigation Areas (RNAs):** Where caps will be utilized to contain contamination in navigable areas of the river, waterway use restrictions may be implemented to ensure the integrity of the cap is maintained in perpetuity. These restrictions may consider limitations on boat anchoring and keel dragging, the use of spuds to stabilize vessels, structure and utility maintenance and repair, and future maintenance dredging in areas containing caps. Notifications such as signs and buoys regulated by the Oregon Marine Board may be used to notify vessels of any restrictions in the area. Periodic inspections of RNA notifications will be needed to ensure they are functional and effective and will be evaluated in five-year reviews.

(3) **Land Use/Access Restrictions:** Land use or access restrictions may be necessary to maintain the integrity of caps from current or future activities, such as construction and maintenance of structures. Where needed, coordination with Oregon's Department of State Lands and adjacent owners will be conducted to implement land use or access restrictions. Monitoring, including inspections, will be conducted to ensure that any necessary restrictions are functioning as intended.

(4) **Transportation and Off-Site Disposal Plan**: In additions to the requirements set forth in Section VIII (28) *Off-site shipments*, the Transportation and Off-Site Disposal Plan (TODP) must include:

(i) Proposed routes for off-site shipment of Waste Material;

(ii) Identification of communities that may be affected by shipment of Waste Material; and

(iii) Description of plans to minimize any identified impacts on affected communities.

(5) **Biological Assessment (BA):** The Respondent shall include a draft BA as needed to help facilitate National Oceanic and Atmospheric Administration (NOAA) consultation on substantive requirements for the Work, as well as a Clean Water Act (CWA) draft Section 404 memorandum. The BA shall identify the presence of threatened, endangered, and proposed or candidate species, or their habitat, within the vicinity of the T4 Action Area and shall comply with the substantive requirements of the Endangered Species Act. The draft BA shall characterize baseline conditions of existing habitat; address potential project impacts that the Work may have on these species, their habitat, and their food stocks; and describe best management practices and conservation measures designed to avoid or minimize any negative impacts.

(6) **Clean Water Act Analysis:** Respondent shall submit a draft memorandum that provides sufficient information to demonstrate compliance of the proposed RA at the T4 Action Area with the substantive requirements of Section 404(b) of the CWA. The memorandum shall document the information gathered regarding practicability and cost, long- and short-term impacts from all proposed alternatives, minimization of adverse effects, compliance with the ROD, and an analysis of the need for any mitigation.

6. SCHEDULES

Applicability and Revisions. All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the schedule set forth below. Respondent may submit proposed revised schedules, including, as appropriate, elimination or consolidation of deliverables, for EPA approval. Upon EPA's approval, the revised schedules (and, as appropriate, list of deliverables) supersede the schedule set forth below, and any previously-approved schedule.

6.1 Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1a	Draft PDIWP	3.1	90 days after EPA's Signature of the Settlement Agreement
1b	Final PDIWP		45 days after EPA's comments on the Draft PDIWP
1c	PDI Summary Report		As set forth in the Final PDIWP
2a	Draft BODR	3.2	90 days after EPA approval of Preliminary PDI Summary Report
2b	Final BODR		45 days after EPA's comments on the Draft BODR
3a	Draft RDWP	3.3	90 days after EPA's approval on the Final BODR
3b	Final RDWP		45 days after EPA's comments on the Draft RDWP
4a	Draft Supplemental PDIWP, if applicable	3.4	90 days after EPA's approval on the Final RDWP
4b	Final Supplemental PDIWP		45 days after EPA's comments on the Draft PDIWP
4c	Supplemental PDI Summary Report		As set for in the Final Supplemental PDIWP
5a	Draft TSWP, if applicable	3.5	As set forth in the RDWP

	Description of Deliverable, Task	¶ Ref.	Deadline
5b	Final TSWP		45 days after EPA's comments on the Draft TSWP
5c	TS Evaluation Report		As set forth in the Final TSWP
3a	Draft (30%) Preliminary RD	3.6	As set forth in the RDWP
3b	Final (30%) Preliminary RD		45 days after EPA's comments on the Draft Preliminary (30%) RD

6.2 **ROD Modifications.** Within 30 days of finalization of any ROD amendment, Explanation of Significant Differences or any other EPA action that modifies the remedy for the Site, EPA and Respondent will assess the impacts of those modifications on the RDWP and schedule and revise the RD Work as needed and as practical to conform to those modifications.

7. STATE AND TRIBAL PARTICIPATION

7.1 **Copies**. Respondent shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the Oregon Department of Environmental Quality and Tribal Governments identified in the Settlement Agreement. EPA shall be responsible for coordinating comments with the State and Tribes to meet the review schedule. Written comments on the deliverables provided to EPA from the Tribes or States shall be provided to the Respondent when EPA provides comments to Respondent.

Respondent shall copy other agency memorandum of understanding partners (Oregon Department of Fish and Wildlife, NOAA, and U.S. Department of the Interior). EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Respondent, send a copy of such document to the State and Tribes and the agency partners.

7.2 **Review and Comment**. The State and Tribes will have a reasonableopportunity for review and comment prior to any EPA approval or disapproval of any deliverables.

8. REFERENCES

8.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 8.2:

(a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).

(b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).

(c) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).

(d) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr.1990).

(e) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).

(f) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).

(g) Permits and Permit Equivalency Processes for CERCLA On-Site Actions, OSWER 9355.7-03 (Feb. 1992).

(h) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).

(i) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).

(j) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).

(k) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).

(l) Operation and Maintenance in the Superfund Program, OSWER 9200.1-37FS, EPA/540/F-01/004 (May 2001).

(m) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).

(n) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).

(o) Quality Systems for Environmental Data and Technology Programs -- Requirements with Guidance for Use, ANSI/ASQ E4-2004 (2004).

(p) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A though 900C (Mar. 2005).

(q) Superfund Community Involvement Handbook, EPA/540/K-05/003 (Apr. 2005).

(r) EPA Guidance on Systematic Planning Using the Data QualityObjectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).

(s) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).

(t) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).

(u) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).

(v) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).

(w) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at http://www.epa.gov/geospatial/policies.html and http://www.epa.gov/geospatial/docs/National_Geospatial_Data_Policy.pdf.

(x) Principles for Greener Cleanups (Aug. 2009), available at http://www.epa.gov/oswer/greenercleanups/.

(y) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).

(z) Recommended Evaluation of Institutional Controls: Supplement to the "Comprehensive Five-Year Review Guidance," OSWER 9355.7-18 (Sep. 2011).

(aa) Construction Specifications Institute's MasterFormat 2016 available from the Construction Specifications Institute, https://www.csiresources.org/practice/standards/masterformat

(bb) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)

(cc) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).

(dd) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).

(ee) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), http://www.epaosc.org/_HealthSafetyManual/manual-index.htm

(ff) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).

(gg) Sampling Plan for Pre-RD, Baseline and Long Term Monitoring, EPA Region 10 (June 6, 2017). https://semspub.epa.gov/work/10/100049036.pdf

A more complete list may be found on the following EPA Web pages: Laws, Policy, and Guidance http://www.epa.gov/superfund/policy/index.htm Test Methods Collections http://www.epa.gov/fem/methcollectns.htm

8.2 For any regulation or guidance referenced in the Settlement Agreement or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance.

APPENDIX C

Attachment A

Port of Portland Terminal 4 Removal Action Project
Tribal Government & Common Consultant Oversight Costs - Estimated Annual Budget for FY2019

	FY2019 Projected Budget
Tribal Government	$0.00
Common Consultant (this line to be included for designated Tribal Government only)	$0.00
Total	

Notes
Fiscal Year (FY) 2019 = October 2018 – September 2019

Background
The Port executed an amendment to the Terminal 4 Administrative Order on Consent (AOC) with EPA. This obligates the Port to pay the six Tribal Nations "tribal oversight costs." Pursuant to the Terminal 4 AOC, the Port must make payment to the Tribal Governments for their estimated annual Tribal Response Costs.

Basis for FY2019 Projected Budget Request
The Tribal Governments have developed these reasonable estimated Fiscal Year 2019 budgets for Tribal participation, and the participation of a shared technical consultant [Name of Common Consultant], in the Terminal 4 remedial action which is being conducted under an AOC.
[Insert description of work expected to be performed in FY2019]

Payment for Projected Fiscal Year Budget
Per the table above, please send the payment listed in the Amount Requested for Fiscal Year 2019 column to the following:

Tribal Government
Address
Address

Note: payments for the Tribal common consultant [Name of Common Consultant] will be sent to the Confederated Tribes of the Grand Ronde Community of Oregon.

Budget Reconciliation for FY2018
See forthcoming Cost Documentation Package.

Attachment B

Port of Portland Terminal 4 Removal Action Project

Tribal Government & Common Consultant Final Budget Request for FY2019 and Budget Reconciliation for FY2018

	FY2017 Actual Expenditures	FY2017 Ending Balance	FY2018 Funds Received	FY2018 Projected Budget	FY2018 Actual Expenditures	FY2018 Ending Balance	FY2019 Projected Budget	Amount Requested for FY2019	FY2019 Starting Balance
Tribal Government	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Common Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Fiscal Year (FY) 2017 = October 2016 – September 2017

Fiscal Year (FY) 2018 = October 2017 – September 2018

Fiscal Year (FY) 2019 = October 2018 – September 2019