

**FIRST AMENDMENT OF ATLANTIC RICHFIELD COMPANY TECHNICAL ASSISTANCE VCP AGREEMENT**

This First Amendment of the Technical Assistance Voluntary Cleanup Program Agreement (First Amended Agreement) is entered into effect as of JANUARY 24, 2014, by and between the State of Washington, Department of Ecology (Ecology) and Atlantic Richfield Company (Atlantic Richfield).

Ecology and Atlantic Richfield entered into a Technical Assistance Voluntary Cleanup Program Agreement, dated February 25, 2013 (Agreement), to facilitate independent remedial action and cleanup at Atlantic Richfield sites identified in the Agreement. The Parties desire to amend Section 7 of the Agreement, and for good and valuable consideration agree to replace Section 7 of the Agreement with the following:

**Section 7. Meetings & Summary Reports.**

- a. Atlantic Richfield and Ecology agree to meet annually, in the 3<sup>rd</sup> calendar quarter of each year, at the Ecology Northwest Regional Office in Bellevue, Washington, to discuss progress made at the sites and to set goals for the sites. The term “deadlines” as referenced within this Agreement refers to the date that Atlantic Richfield agrees to request NFA (No Further Action) for each Atlantic Richfield site. The term “milestones”, as referenced within this Agreement, refers to those project phases identified in **Exhibit D** (Cleanup Timelines) and includes, but is not limited to, the following phases: file review; site characterization; pilot test/feasibility study/CAP; system installation; active remediation; groundwater monitoring; and confirmation borings.
- b. An agenda for the annual meeting will be sent by Ecology to Atlantic Richfield two (2) weeks prior to the meeting date. No later than five (5) days before the

annual meeting, Atlantic Richfield will provide Ecology with any changes to the meeting agenda.

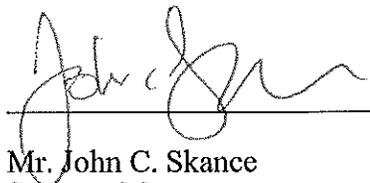
- c. The agenda shall include, but not be limited to the following items:
  - 1. Discussion of Progress Report as defined in Section 7.d below;
  - 2. Proposed extension to deadlines described in **Exhibit D**; and
  - 3. Discussion of Ecology's information and data supporting the Decision Documents and Opinion Letters.
- d. No later than five (5) days prior to the annual meeting, Atlantic Richfield shall submit to Ecology a Progress Report that describes Atlantic Richfield's progress towards meeting milestones listed in **Exhibit D**. Unless otherwise specified, the Progress Report and any other documents submitted pursuant to this Agreement shall be sent by certified mail, return receipt requested, to Ecology's Regional Program Section Manager with a copy to Ecology's Site Manager.
- e. The Parties will mutually agree to any extension to deadlines described in **Exhibit D**. If the Parties are unable to agree to the extensions to deadlines for one or more site(s), the Parties agree that the Dispute Resolution provisions of Section 10 will apply.
- f. The burden shall be on Atlantic Richfield to demonstrate to the satisfaction of Ecology that good cause exists for requests for extension to deadlines described in **Exhibit D** (Cleanup Timelines). Good cause may include, but is not limited to:
  - 1. Additional site data that significantly changes conditions and requires modification of the technical approach for the site;
  - 2. Circumstances beyond the reasonable control and despite the due diligence of Atlantic Richfield, including delays or new releases caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Atlantic Richfield; or

3. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.
- g. Neither increased costs of performance of the terms of this Agreement nor changed economic circumstances shall be considered "circumstances beyond the reasonable control of Atlantic Richfield as that phrase is used in Section 7.f.2 of this Agreement.
- h. With 30 days advanced notice, at the request of either Party, Ecology and Atlantic Richfield shall meet as necessary to discuss issues that arise during the course of this Agreement regarding remedial action at any site.

Except as expressly modified by the terms of this First Amended Agreement, all of the terms and conditions of the Agreement shall remain in full force and effect.

Effective Date JANUARY 24, 2014

**Atlantic Richfield Company**



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