STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

In the Matter of Remedial Action by:	AGREED ORDER
The Boeing Company Boeing Commercial Airplane Group - Renton Plant 8th and Logan Avenue North Renton, Washington	No. 8191

TO: The Boeing Company
c/o Mr. Steven Shestag
Director, Environmental Remediation
P.O. Box 3707, MS 74-25
Seattle, WA 98124-2207

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I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and The Boeing Company (Boeing) under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires Boeing to clean up the contaminated soil and groundwater at various locations at the Boeing Renton Plant and property affected by release(s) or threatened release(s) of hazardous substances from the Boeing Renton Plant (Facility); implement institutional controls on the Facility; provide for compliance monitoring of the cleanup actions implemented on the Facility; and provide for financial assurance sufficient to maintain institutional controls and engineering controls on the Facility and sufficient to maintain compliance monitoring of the cleanup actions implemented on the Facility. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Order is issued pursuant to the authority of the Model Toxics Control Act (MTCA), RCW 70.105D.050(1). This Order also satisfies the requirements of WAC 173-303-646 through 64630.

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order and their successors and assigns. The undersigned representative of each Party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such Party to comply with the Order. Boeing agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter Boeing's responsibility under this Order. Boeing shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure

that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms used in this Order.

A. Additional Work: Any activity or requirement not expressly covered by this Order (including the Order's incorporated attachments and Ecology approved submittals), but determined by Ecology and Boeing to be necessary to meet objectives of this Order.

B. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms "Agreed Order" or "Order" shall include all exhibits to this Order and all Ecology approved submittals required pursuant to this Order.

C. Area of Concern (AOC): Refers to any area of the Facility where a release of dangerous constituents (including dangerous waste and hazardous substances) at or from the Boeing Renton Plant has occurred, is occurring, is suspected to have occurred, or threatens to occur.

D. Boeing Renton Plant: Refers to all contiguous property at 8th and Logan Avenue North, Renton, Washington, which is owned, operated or under control of The Boeing Company as of the issuance of this Order, except as provided in Section VIII.O regarding property transfers. The boundaries of the Boeing Renton Plant as of the date of this Order are depicted on Exhibit A.

E. Cleanup Action Plan (CAP): Refers to the document issued by Ecology under WAC 173-340-360 which selects Facility-specific corrective measures and specifies cleanup

standards (cleanup levels, points of compliance, and other requirements for the corrective measures).

F. Cleanup Standards: Refers to the standards promulgated under RCW 70.105D.030(2)(e) and include (1) hazardous substance concentrations (cleanup levels) that protect human health and the environment, (2) the location at the Facility where those cleanup levels must be attained (points of compliance), and (3) additional regulatory requirements that apply to a cleanup because of the type of action and/or the location of the Facility.

G. Corrective Action: Refers to any activities including investigations, studies, characterizations, and corrective measures, including actions taken pursuant to Chapter 70.105D RCW and Chapter 173-340 WAC, undertaken in whole or in part to fulfill the requirements of WAC 173-303-64620.

H. Corrective Measure: Refers to any measure or action to control, prevent, or mitigate release(s) and/or potential release(s) of dangerous constituents (including dangerous waste and hazardous substances) reviewed and approved by Ecology for the Facility and set forth in a Facility-specific CAP prepared in compliance with the requirements of Chapter 173-340 WAC, including WAC 173-340-360. Corrective measures may include interim actions as defined by Chapter 173-340 WAC. Interim actions will not necessarily be set forth in a Facility-specific CAP.

I. Dangerous Constituent or Dangerous Waste Constituent: Refers to any constituent identified in WAC 173-303-9905 or 40 C.F.R. Part 264 Appendix IX, any constituent that caused a waste to be listed or designated as dangerous under the provisions of Chapter 173-303 WAC, and any constituent defined as a hazardous substance under RCW 70.105D.020(10).

J. Dangerous Waste: Refers to any solid waste designated in WAC 173-303-070 through -100 as dangerous or extremely hazardous or mixed waste. Dangerous wastes are considered hazardous substances under RCW 70.105D.020(10).

K. Dangerous Waste Management Unit (DWMU): Refers to a contiguous area of land on or in which dangerous waste is placed, or the largest area in which there is a significant likelihood of mixing dangerous waste constituents in the same area, as defined in WAC 173-303-040.

L. Facility: Refers to the Boeing Renton Plant, and all property, regardless of control, affected by release(s) or threatened release(s) of hazardous substances, including dangerous wastes and dangerous constituents, at and from these areas. "Facility" also includes the definition found in RCW 70.105D.020(5).

M. Feasibility Study (FS): Refers to the investigation and evaluation of potential corrective measures performed in accordance with the FS requirements of WAC 173-340-350, which includes the substantive requirements for a RCRA Corrective Measures Study, and which is undertaken in whole or in part to fulfill the corrective action requirements of WAC 173-303-64620.

N. Parties: Refers to the State of Washington, Department of Ecology and The Boeing Company (Boeing).

O. Potentially Liable Person (PLP): Refers to Boeing.

P. Permit or Permitting Requirement: Unless otherwise specified, refers to the requirements of Chapter 173-303 WAC for applying for, obtaining, maintaining, modifying, and terminating dangerous waste management facility permits.

Q. RCRA: Refers to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*

R. RCRA Facility Assessment (RFA): Refers to the EPA-conducted investigation of release(s) and potential release(s) at the Boeing Renton Plant and the information contained in the report entitled RCRA Facility Assessment Final PR/VSI Report, March 1991, prepared by Science Applications International Corporation (RFA Report). The RFA Report is incorporated into this Order by this reference as if fully set forth herein.

S. Release: Refers to any intentional or unintentional spilling, leaking, pouring, emitting, emptying, discharging, injecting, pumping, escaping, leaching, dumping, or disposing of dangerous waste or dangerous constituents into the environment. It also includes the abandonment or discarding of barrels, containers, and other receptacles containing dangerous waste or dangerous constituents and includes the definition of "release" in RCW 70.105D.020(25).

T. Remedial Investigation (RI): Refers to a Facility-wide investigation and characterization performed in accordance with the requirements of Chapter 173-340 WAC, which includes the substantive requirements for a RCRA Facility Investigation, undertaken in whole or in part to fulfill the corrective action requirements of WAC 173-303-64620.

U. Solid Waste Management Unit (SWMU): Refers to any discernible location at the Boeing Renton Plant where solid wastes have been placed at any time, irrespective of whether the location was intended for the management of solid or dangerous waste. Such locations include any area at the Boeing Renton Plant at which solid wastes, including spills, have been routinely and systematically released and include regulated units as defined by Chapter 173-303 WAC.

V. Submittal: Refers to any work plan, report, status report, or any other written document required to be submitted to Ecology pursuant to this Order.

V. FINDINGS OF FACT

Ecology makes the following Findings of Fact, without any express or implied admissions of such facts by Boeing.

A. The Boeing Renton Plant is bordered by Lake Washington to the north and is crossed by the Cedar River in the western portion of the Boeing Renton Plant. The lower section of the Cedar River and Lake Washington provide primary migration pathways for large populations of anadromous salmonids, and are heavily used for recreation activities. The Cedar River is used as a municipal water supply by the City of Seattle over 20 miles upstream from the Boeing Renton Plant. The primary activity at the Boeing Renton Plant was the manufacture of the 737 and 757 models of commercial airplanes; however, only the 737 model is currently manufactured at the plant. The major operations at the Boeing Renton Plant are preparation of parts, mechanical assembly, coating operations, testing, and support operations associated with the final assembly of jet airplanes.

B. The Boeing Renton Plant is located on property that was selected by the U.S. government for construction of a seaplane facility in 1941. Construction was initiated in that year on a 95-acre portion of the property that was originally a swampy marsh. In 1945, a 5,000 foot runway was constructed west of the original 95 acres on land reclaimed from Lake Washington which became the City of Renton Municipal Airport. Boeing currently leases portions of the Airport property and operates these areas as part of the Boeing Renton Plant. In 1962, Boeing purchased the original 95 acres from the Air Force. Currently, the property consists of approximately 220 acres, of which approximately 200 acres are owned by Boeing. The remaining property is leased from the City of Renton.

C. Upgradient groundwater is used as a drinking water supply by the City of Renton. The Cedar River and Lake Washington are to be protected for the designated uses of drinking

water supply, recreation, salmon and trout spawning, rearing and migration, etc. (WAC 173-201A). Groundwater contamination at the Boeing Renton Plant may result in impacts on water quality in adjacent waters outside of the Plant.

D. State regulations (WAC 173-303-400(3)(a)(i) and WAC 173-303-646) require that all dangerous waste treatment, storage and disposal (TSD) facilities operating under interim status must conduct corrective action, as necessary to protect human health and the environment, for all releases of dangerous wastes and dangerous constituents at or from the TSD facility. Since the Boeing Renton Plant has been operating a TSD facility under interim status, it is subject to corrective action requirements under WAC 173-303-646.

E. Boeing is and has been the owner and operator of the Boeing Renton Plant since at least November 18, 1980.

F. Boeing owned and operated the Boeing Renton Plant as a dangerous waste management facility on or after November 19, 1980, the date which subjects facilities to RCRA permitting requirements, including interim status requirements pursuant to Section 3005 of RCRA, 42 U.S.C. § 6925, and implementing regulations thereunder, and including authorized State regulations promulgated in Chapter 173-303 WAC.

G. On August 8, 1980, Boeing notified EPA Region 10 of its dangerous waste management activities. Since that time, Boeing has submitted various revised notification forms. In the notifications, Boeing has identified itself as managing the following dangerous wastes at the Boeing Renton Plant: halogenated solvents including methylene chloride, trichloroethylene, tetrachloroethylene, carbon tetrachloride, 1,1,1-trichloroethane, chlorobenzene; non-halogenated solvents including methyl ethyl ketone, acetone, benzene, xylenes, toluene, ethyl benzene, phenol; flammable paint shop waste; heavy metals including lead, arsenic, chromium, cadmium, mercury; paint booth sludge; paint stripper; poisonous liquids; flammable resins; asbestos;

cyanide solution; PCBs; organic peroxide; paints; adhesives; sealants; thinners; heat treat salts; oxidizer liquid; chromium contaminated primer kits and containers; cans with residual paint containing TC metals; gasoline; oil/solvent ignitable mixture; jet fuel; rust/corrosion inhibitor compound; waste acids; caustic waste; cadmium cyanide plating solution; copper cyanide plating solution; heavy metal plating bath water; lead acid batteries; alkaline batteries containing mercury; Turco 5351 cleaner; epoxy resins; hardener; nickel plating solution; dirt containing heavy metals; photochemicals (developer, fixer, toner); freon; rags contaminated with various solvents; metal shavings with water based coolants; absorbent and debris contaminated with solvents, oils and metal shavings; waste alodine solution; mixed acid process solution; deoxidizing solution; sodium hydroxide cleaning solution; filters contaminated with alkaline cleaner; used respirator cartridges with solvents; solids and rinsate from waste water treatment plant stripping tower cleaning; used antifreeze for heating and refrigeration equipment; debris and concrete slurry; used spray gun cleaner; sandblast grit contaminated with paint; debris, soil and water contaminated with PCBs; transformer oil contaminated with PCBs; spent alkaline cleaner solutions; and paint hangar wash water.

H. Pursuant to the August 8, 1980 notification, Boeing was issued the site identification number WAD009262171 by EPA Region 10.

I. On November 18, 1980, Boeing submitted to EPA Region 10 the original Part A of the RCRA permit application for the storage of dangerous wastes in a container storage area and in dangerous waste tanks at the Boeing Renton Plant. Since that time, Boeing has submitted to EPA Region 10 and Ecology various revisions to Part A of its RCRA Dangerous Waste Permit application. Ecology has approved closures for all of the interim status tanks at the Boeing Renton Plant. Currently, the Boeing Renton Plant's container storage area at Building 4-78 is subject to RCRA interim status requirements pursuant to Section 3005 of RCRA and

implementing regulations including the authorized Washington State Dangerous Waste Regulations promulgated in Chapter 173-303 WAC.

J. On May 9 and 11, 1990, EPA Region 10 performed a RFA which included Boeing's Renton Plant. The purpose of a RFA is to identify those areas at the dangerous waste management facility where release(s) of hazardous substances, as defined in RCW 70.105D.020(10), may have occurred or may be occurring.

K. After the RFA, a Remedial Investigation, Supplemental RI Investigation, Interim Actions, and pre-CAP Investigation were conducted. Ecology has identified the Solid Waste Management Units (SWMUs) and Areas of Concern (AOCs) at the Facility for cleanup action based on the findings from the RFA, Remedial Investigation, Supplemental RI Investigation, Interim Actions, and pre-CAP Investigation. These investigation reports are listed in Exhibit E. The locations of the SWMUs and AOCs are depicted in the diagram attached to this Agreed Order as Exhibit A.

L. Dangerous constituents which have been released or have the potential to be released to soils, groundwater, surface water and/or sediments from SWMUs or AOCs at the Facility include, but are not limited to, benzene, toluene, xylenes, ethyl benzene, methyl ethyl ketone, methylene chloride, vinyl chloride (VC), 1,1-dichloroethane, trichloroethylene (TCE), tetrachloroethylene (PCE), carbon sulfide, chloroform, acetone, naphthalene, 2-methyl naphthalene, bis(2-ethylhexyl) phthalate, tributyl phosphate, benzo(b)fluoranthene, arsenic, zinc, mercury, cadmium, chromium, lead, copper, nickel, antimony, beryllium, thallium, TPHs, PCBs, and cyanides. *See* Exhibit E. The following is a summary of the SWMUs and AOCs at the Facility and main contaminants associated with those SWMUs and AOCs:

- SWMU-168, SWMU-172/174, and the Former Fuel Farm AOC Group are located on property leased at the Renton Municipal Airport, west of the Cedar River. VC,

methylene chloride, PCE, TCE, metals, benzene and TPHs were released from these SWMUs and AOCs.

- Building 4-78/79 SWMU/AOC Group, AOC-034/035, AOC-060, and AOC-090 are located adjacent to the Cedar River Trail Park on the east side of the Cedar River. PCE, TCE, VC, benzene and TPHs were released from these SWMUs and AOCs, and contaminated groundwater plumes from AOC-060 and AOC-090 migrated outside the property boundary to the Cedar River Trail Park.
- AOC-001/002 and AOC-093 are located near Lake Washington, and TCE, VC and TPHs are the main contaminants of concern in these areas.
- AOC-003, AOC-004 and AOC-092 are located north side of the Boeing Renton Plant. TCE, PCE, VC, lead, benzene and TPHs were released from these AOCs.

M. Hazardous substances might continue to be released from the Facility into the environment including surface water drainage areas; soil; groundwater beneath and beyond the Boeing Renton Plant; air; human work areas; and floral and faunal habitats.

VI. ECOLOGY DETERMINATIONS

A. Boeing is a person within the meaning of RCW 70.105D.020(19).

B. Boeing is the owner and operator of a dangerous waste management facility that has operated, is operating, or should have been operating under interim status, subject to Sections 3004 and 3005 of RCRA, 42 U.S.C. §§ 6924 and 6925, and regulations promulgated thereunder, including authorized State regulations in Chapter 173-303 WAC. Boeing is also an "owner or operator" as defined by RCW 70.105D.020(17) of a "facility" as defined by RCW 70.105D.020(5).

C. Certain waste and constituents found at the Facility are dangerous wastes and/or dangerous constituents as defined by Chapter 173-303 WAC, and in Section IV, Definitions, of this Order.

D. These dangerous wastes and dangerous constituents are considered hazardous substances within the meaning of RCW 70.105D.020(10).

E. Based on the Findings of Fact and the administrative record, Ecology has determined that release(s) and potential release(s) of hazardous substances at and/or from the Facility present a threat and/or potential threat to human health and the environment.

F. Based on credible evidence, Ecology issued a PLP status letter to Boeing dated June 20, 1996, pursuant to RCW 70.105D.040, -.020(21), and WAC 173-340-500. By letter dated July 19, 1996, Boeing voluntarily waived its rights to notice and comment and accepted Ecology's determination that Boeing is a PLP under RCW 70.105D.040.

G. Pursuant to RCW 70.105D.030(l) and RCW 70.105D.050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that Boeing take the following remedial actions and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein.

A. Boeing will implement the Cleanup Action Plan (Exhibit B), and all attachments to the CAP, under the schedule provided for in the CAP. As more fully described in the CAP, the CAP provides for the following actions: cleanup soils and groundwater using soil

excavation, soil vapor extraction and enhanced bioremediation; conduct long term monitoring of groundwater; establish institutional and engineering controls; and provide for financial assurance sufficient to maintain institutional and engineering controls on the Facility and sufficient to maintain compliance monitoring of the cleanup actions implemented on the Facility.

B. Progress Reports.

1. Boeing shall submit to Ecology a written Progress Report every two months for work conducted under this Order, unless Ecology notifies the PLP, in writing, that less frequent reporting is required for these reports, starting from the effective date of this Agreed Order until all of the requirements of this Agreed Order are completed to Ecology's satisfaction. The submittal shall be due on the thirtieth (30th) day of the month following the two-month activity period.

2. The Progress Reports shall describe the actions taken during the last two month period to implement the requirements of this Order. The Progress Reports shall include the following:

a. A list of cleanup activities that have taken place during the last two months;

b. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests;

c. Description of all deviations from the Cleanup Action Plan (Exhibit B) during the last two months and any planned deviations in the upcoming two months;

d. Revised schedule if there are any deviations in the schedule;

e. All raw data received during the two-month period (including laboratory analyses, field logs, and chain of custody). For purposes of this Order, "all raw data" is: respondent sample raw data, associated laboratory control spike and/or laboratory control

spike duplicate raw data, matrix spike and/or matrix spike duplicate raw data, associated method blank raw data, and a full case narrative to address the initial and continuing calibrations as well as any anomalies associated with the prep or analyses of said listed samples; and

f. A list of deliverables for the upcoming months if different from the schedule.

3. Unless otherwise specified, Progress Reports and any other documents submitted pursuant to this Order shall be sent by e-mail, confirmed facsimile, certified mail with return receipt requested, or by other means agreed to by Ecology, to Ecology's project coordinator at the address provided in Section VIII.D of this Order.

C. Boeing shall notify Ecology's Project Coordinator in writing of any newly-identified SWMU(s), newly-discovered release(s) from known SWMU(s), and newly-discovered AOCs at the Facility no later than thirty (30) days after discovery, and shall investigate and report on these areas as directed by Ecology's Project Coordinator.

D. If Ecology determines that insufficient progress is being made in the preparation of any of the deliverables required by this Section, Ecology may, after providing written notice and a reasonable opportunity to cure, complete and issue the final deliverable.

VIII. TERMS AND CONDITIONS OF ORDER

A. Public Notice

RCW 70.105D.030(2)(a) and WAC 173-340-600(11)(c) require that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that the Order is inadequate or improper in any respect.

B. Remedial Action Costs

Boeing shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Facility under Chapter 70.105D RCW, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology will provide written notice to Boeing prior to the use of outside engineers, hydrogeologists, toxicologists or technical specialists. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Except for those costs that are the subject of dispute resolution under Section VIII.J, Boeing shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general description of work performed will be provided. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly. Boeing shall pay any disputed costs that remain after the completion of the dispute resolution process set forth in Section VIII.J (Resolution of Disputes) within thirty (30) days of a final decision by Ecology including interest accruing after ninety (90) days from receipt of the original itemized statement from Ecology.

Pursuant to RCW 70.105D.055, Ecology has authority to recover unreimbursed remedial action costs by filing a lien against real property subject to the remedial actions.

In order to assure these payments get to the proper staff as soon as possible, the address for mailing via the post office is:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia, WA 98504-7611

In order to ensure that your payment is properly credited, please specify Ecology's invoice number and indicate that the check is for cost recovery on Boeing – Renton Plant.

C. Implementation of Remedial Action

If Ecology determines that Boeing has failed without good cause to implement the remedial action, in whole or in part, Ecology may, after providing written notice to Boeing and the opportunity to cure, perform any or all portions of the remedial action that remain incomplete. If Ecology performs all or portions of the remedial action because of Boeing's failure to comply with its obligations under this Order, Boeing shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.B (Remedial Action Costs), provided that Boeing is not obligated under this Section to reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this Order.

Except where necessary to abate an emergency situation, Boeing shall not perform any remedial actions at the Facility outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

D. Designated Project Coordinators

The Project Coordinator for Ecology is:

Name:	Byung Maeng
Address:	3190 160th Ave SE Bellevue, WA 98008
Phone:	(425) 649-7253
Email:	bmae461@ecy.wa.gov
Fax:	(425) 649-7218

The Project Coordinator for Boeing is:

Name:	Carl Bach
Address:	P.O. Box 3707, M/C 1W-12

Seattle, WA 98124-2207
Phone: (206) 898-0438
Email: carl.m.bach@boeing.com

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's Project Coordinator will be Ecology's designated representative for the Facility. To the maximum extent possible, communications between Ecology and Boeing, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

E. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist licensed in the State of Washington or under the direct supervision of a professional engineer registered in the State of Washington, except as otherwise provided for by Chapters 18.220 and 18.43 RCW.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer to the extent required by RCW 18.43.130. The professional engineer must be registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional as required by Chapter 18.220 RCW or RCW 18.43.130.

Boeing shall notify Ecology in writing of the identity of the company or firm name(s) of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Facility.

F. Access

Except as provided below regarding safety and security procedures, Boeing grants Ecology or any Ecology authorized representative the authority to enter and freely move about all property at the Facility that Boeing either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing Boeing's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Boeing. Boeing's Project Coordinator or other representative may accompany Ecology's authorized representative(s) at all times for purposes of security and compliance with facility and work area health and safety precautions. All persons who access the Facility pursuant to this Section shall comply with any applicable health and safety laws, and with all plant and work area security, health and safety plans.

If Ecology desires to obtain access to any manufacturing or process areas at which Boeing conducts activities utilizing information which is proprietary, Boeing may request in writing, pursuant to RCW 43.21A.160, that documentation of such areas be designated as confidential business information. If Ecology desires to obtain access to any areas of the Facility

at which Boeing conducts activities utilizing secrets associated with U.S. Department of Defense (DOD) projects or which are subject to International Traffic in Arms Regulations (ITAR), Boeing may request a reasonable delay to providing such access so that Boeing's and Ecology's representatives may further confer regarding the purpose of the inspection in the area and appropriate precautions for protecting DOD secrets and compliance with ITAR. Ecology shall be responsible for obtaining any DOD required security clearance prior to entering any secured areas and ensuring compliance with ITAR by Ecology employees and representatives.

If photographs or video or audio recordings are to be taken in a DOD or ITAR area that contains items important to national security or otherwise subject to ITAR, then Boeing shall provide a competent photographer, videographer or other individual to take photographs or video or audio recordings under the instruction of Ecology representatives on site, subject to limitations required for protection of DOD or ITAR protected information, including but not limited to, any required DOD security clearance. Any photography or video or audio recording of any activities at property owned or operated by Boeing will be developed and previewed by Boeing, to enable Boeing to make a claim of business confidentiality related to any such recordings and to assure compliance with security requirements for protection of DOD and ITAR protected information. Boeing shall provide copies to Ecology of all photographs or recordings taken within seven (7) days excepting any photographs or recordings for which additional precautions must be followed to protect DOD information and/or to comply with ITAR. Boeing shall provide Ecology with a log of the photographs or recordings taken, and shall identify photographs or recordings withheld. Boeing agrees not to assert any business confidentiality claim with regard to any geologic, hydrogeologic, or analytical data generated as part of the work being performed pursuant to this Order.

Boeing shall make all reasonable efforts to secure access rights for those properties within the Facility not owned or controlled by Boeing where remedial activities or investigations will be performed pursuant to this Order. Pursuant to oversight of activities conducted under this Order, Ecology or any Ecology authorized representative shall give reasonable notice before entering any Facility property owned or controlled by Boeing unless an emergency prevents such notice. All persons who access the Facility pursuant to this Section shall comply with any applicable Health and Safety Plan(s) and shall follow any appropriate safety and security precautions. Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Facility property access.

G. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, Boeing shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII.B (Progress Reports), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, Boeing shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Boeing pursuant to implementation of this Order. Boeing shall notify Ecology no less than seven (7) days in advance of any sample collection or work activity at the Facility undertaken pursuant to implementation of this Order unless an emergency prevents such notice. Ecology shall, upon request, allow Boeing and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.F (Access),

Ecology shall notify Boeing seven (7) days prior to any sample collection activity at the Facility unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted, unless otherwise approved by Ecology.

H. Public Participation

A Public Participation Plan is required for this Facility. Ecology shall review any existing Public Participation Plan to determine its continued appropriateness and whether it requires amendment, or if no plan exists, Ecology shall develop a Public Participation Plan alone or in conjunction with Boeing.

Ecology shall maintain the responsibility for public participation at the Facility. However, Boeing shall cooperate with Ecology, and shall, with respect to this Order:

1. If agreed to by Ecology, develop an appropriate mailing list, prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's Project Coordinator prior to the preparation of all press releases and fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify Boeing prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by Boeing that do not receive prior Ecology approval, Boeing shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Facility. Participation may be through attendance at public meetings to assist in answering questions, or as a presenter.

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

a. City of Renton Main Library
Information Services
100 Mill South
Renton, WA 98055
(425) 430-6610

b. Ecology Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452
(425) 649-7190

At a minimum, copies of all public notices, fact sheets, and press releases; all quality assured monitoring data; remedial action plans and reports; supplemental remedial planning documents; and all other similar documents relating to performance of the remedial action required by this Order shall be promptly placed in these repositories.

I. Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, Boeing shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, Boeing shall make all records available to Ecology and allow access for review within a reasonable time. Boeing does not waive any right they might have under applicable law to limit disclosure of documents protected by the attorney work-product and/or attorney-client privilege. If Boeing withholds any requested records based on an assertion of privilege, it shall provide Ecology with a privilege log specifying the records

withheld and the applicable privilege. No actual data collected on Site pursuant to this Order shall be considered privileged.

J. Resolution of Disputes

1. In the event a dispute arises as to an approval, disapproval, proposed change, or other decision or action by Ecology's Project Coordinator, or an itemized billing statement under Section VIII.B (Remedial Action Costs), the Parties shall utilize the dispute resolution procedure set forth below.

a. Upon receipt of Ecology's Project Coordinator's written decision or the itemized billing statement, Boeing has fourteen (14) days within which to notify Ecology's Project Coordinator in writing of its objection to the decision or itemized statement.

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute. If the project coordinators cannot resolve the dispute within fourteen (14) days, Ecology's Project Coordinator shall issue a written decision.

c. Boeing may then request regional management review of the decision. This request shall be submitted in writing to the Hazardous Waste and Toxics Reduction Section Supervisor at the Northwest Region within seven (7) days of receipt of Ecology's Project Coordinator's written decision.

d. The Section Supervisor shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute within thirty (30) days of Boeing's request for review. The Section Supervisor's decision shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

K. Extension of Schedule

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

a. The deadline that is sought to be extended;

b. The length of the extension sought;

c. The reason(s) for the extension; and

d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on Boeing to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

a. Circumstances beyond the reasonable control and despite the due diligence of Boeing including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Boeing;

b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or

c. Endangerment as described in Section VIII.M (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Boeing.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give Boeing written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII.L (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

a. Delays in the issuance of a necessary permit which was applied for in a timely manner;

b. Other circumstances deemed exceptional or extraordinary by Ecology; or

c. Endangerment as described in Section VIII.M (Endangerment).

L. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII.N (Reservation of Rights/No Settlement), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and Boeing. Boeing shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request for

amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.J (Resolution of Disputes).

M. Endangerment

In the event Ecology determines that any activity being performed at the Facility is creating or has the potential to create a danger to human health or the environment on or surrounding the Facility, Ecology may direct Boeing to cease such activities for such period of time as it deems necessary to abate the danger. Boeing shall immediately comply with such direction.

In the event Boeing determines that any activity being performed at the Facility is creating or has the potential to create a danger to human health or the environment, Boeing may cease such activities. Boeing shall notify Ecology's Project Coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction Boeing shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Boeing's cessation of activities, it may direct Boeing to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this Section, Boeing's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.K (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

N. Reservation of Rights/No Settlement

This Order is not a settlement under Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against Boeing to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Boeing regarding remedial actions required by this Order, provided Boeing complies with this Order.

Ecology nevertheless reserves its rights under Chapter 70.105D RCW, including the right to require additional or different remedial actions at the Facility should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Facility.

O. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Boeing Renton Plant shall be consummated by Boeing without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to Boeing's transfer of any interest in all or any portion of the Boeing Renton Plant, and during the effective period of this Order, Boeing shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, Boeing shall notify Ecology of said transfer and of the

available information, for the property to be transferred, concerning SWMUs and AOCs on such property, the likelihood of releases of Dangerous Constituents at or from the property, the likelihood of releases of Dangerous Constituents from other portions of the Boeing Renton Plant onto the property to be transferred, and the remedial actions completed or underway. Ecology shall use reasonable best efforts to review the information submitted by Boeing on the property to be transferred, and may issue an opinion letter, if needed, describing that: (a) based on information available, no significant levels of contamination have been identified at the property to be transferred; (b) the contamination has been sufficiently remediated at or from the property that is to be transferred; or (c) further remedial action is necessary for the property to be transferred and it will continue to be subject to this Order due to known or suspected releases of Dangerous Constituents at such property. Upon transfer of any interest, Boeing shall restrict uses and activities to those consistent with this Order and notify all transferees of the restrictions on the use of the property.

If there is a lessee(s) or sublessee(s) of Boeing at the effective date of this Order, Boeing shall serve a copy of this Order upon any current lessee(s) or sublessee(s) within fifteen (15) days of the effective date of this Order. Within thirty (30) days of the effective date of this Order, Boeing shall amend the current lease(s) or sublease(s), if necessary, to ensure that Ecology, any authorized representative of Ecology, or any party or entity directed or authorized by Ecology, has access to all property at the Facility that Boeing either owns, controls, or has access rights to at all reasonable times for the purpose of investigating and remediating the release of hazardous substances at the Facility, consistent with Section VII of this Order.

P. Compliance with Applicable Laws

1. All actions carried out by Boeing pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to

obtain necessary permits, except as provided in RCW 70.105D.090. The permits or specific federal, state, or local requirements that the agency has determined are applicable and that are known at the time of entry of this Order have been identified in Exhibit B (CAP).

2. Pursuant to RCW 70.105D.090(1), Boeing is exempt from the procedural requirements of Chapters 70.94, 70.95, 77.55, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals. However, Boeing shall comply with the substantive requirements of such permits or approvals. The exempt permits or approvals and the applicable substantive requirements of those permits or approvals, as they are known at the time of entry of this Order, have been identified in Exhibit B (CAP).

Boeing has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or Boeing determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or Boeing shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Boeing shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Boeing and on how Boeing must meet those requirements. Ecology shall inform Boeing in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Boeing shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the State to administer any federal law, the exemption shall not apply and Boeing shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

Q. Land Use Restrictions

For those portions of the Facility owned by Boeing, Boeing shall record an Environmental Restrictive Covenant (Exhibit D) with the office of the King County Recorder within ten (10) days of Boeing's receipt of written notice from Ecology of completion of the remedial action. The Environmental Restrictive Covenant shall restrict future uses of the Facility. For those portions of the Facility not owned by Boeing, Boeing shall use its reasonable best efforts to obtain the consent of the property owner to record an Environmental Restrictive Covenant with the office of the King County Recorder within thirty (30) days of Boeing's receipt of written notice from Ecology of completion of the remedial action. Boeing shall provide Ecology with a copy of the recorded Environmental Restrictive Covenant within thirty (30) days of the recording date.

R. Financial Assurance

1. Financial assurance for corrective action is required by WAC 173-303-64620. Ecology's Financial Assurance Officer shall determine when Boeing's actions and submissions meet the requirements of WAC 173-303-64620.

2. Boeing must submit the original executed or otherwise finalized financial assurance instruments or documents to Ecology's Financial Assurance Officer; facsimiles or

photocopies are not acceptable to meet this requirement. In addition, Boeing must also submit copies of financial assurance instruments or documents to Ecology's Project Coordinator.

3. Unless otherwise specified, the definitions and requirements for allowable financial assurance mechanisms set forth in the current financial assurance rules covering closure and post-closure (40 C.F.R. 264.141, 40 C.F.R. 264.142, 40 C.F.R. 264.143, 40 C.F.R. 264.145, 40 C.F.R. 264.151, and WAC 173-303-620) will serve as the definitions and requirements for financial assurance for corrective action under this Order.

4. In the absence of final federal regulations governing financial assurance for corrective action, Ecology's Financial Assurance Officer will use the following resources as guidance:

a. The Financial Assurance for Corrective Action Proposed Rule, 51 F.R. 37853 (October 24, 1986);

b. The financial assurance provisions of Corrective Action for Releases from Solid Waste Management Units Advance Notice of Proposed Rulemaking, 61 F.R. 19432 (May 1, 1996); and

c. The Interim Guidance on Financial Responsibility for Facilities Subject to RCRA Corrective Action (U.S. EPA, September 30, 2003); or

d. Any other guidance applicable to financial assurance and corrective action that may be available at the time.

The financial assurance provisions of the Corrective Action for Solid Waste Management Units at Hazardous Waste Management Facilities, 55 F.R. 30798 (July 27, 1990), may be used as secondary guidance at the discretion of Ecology.

Unless otherwise specified herein, where the language of this Order conflicts with these rules, proposed rules, notices, and guidance documents, the language of this Order shall prevail.

5. Within thirty (30) days from the effective date of this Order, Boeing shall submit to Ecology for review and approval a written cost estimate to cover the following activities at the facility: implementation of remedial action(s); implementation of long term monitoring; and implementation of institutional and engineering controls. In the event a dispute arises concerning the approval of Boeing's written cost estimate, the Parties shall utilize the dispute resolution procedures described in Section VIII.K (Resolution of Disputes). Within thirty (30) days after Ecology's final approval of Boeing's cost estimate amount or Boeing's receipt of Ecology's final approval of Boeing's cost estimate amount, Boeing shall establish and maintain continuous coverage of financial assurance in the amount of the approved cost estimate and submit the applicable financial assurance documentation per paragraph 2. If Ecology does not accept, reject, or revise Boeing's cost estimate within sixty (60) days after submittal, Boeing's cost estimate will be deemed approved for purposes of this paragraph. Ecology reserves the right to review and revise Boeing's cost estimate after the 60-day review period. If Ecology revises Boeing's cost estimate after the 60-day review period, Boeing will have thirty (30) days after the revision to provide an updated financial assurance instrument.

6. If Boeing is required to submit an additional work plan(s) under this Order, or to conduct activities related to corrective action not previously part of the original cost estimate, the process outlined in paragraph 5 shall apply in the submission process of an additional work plan(s).

7. If Boeing believes that the estimated cost of work to complete activities under this Order has diminished below the amount covered by existing financial assurance provided under this Order, Boeing may submit a written proposal to Ecology to reduce the amount of the financial assurance provided under this Section so that the amount of the financial assurance is equal to the estimated cost of the remaining work to be performed. The written proposal shall

specify, at a minimum, the cost of the remaining work to be performed and the basis upon which such cost was calculated. If Ecology decides to accept such a proposal, Ecology shall notify Boeing of its decision in writing. After receiving Ecology's written decision, Boeing may reduce the amount of financial assurance only in accordance with and to the extent permitted by such written decision. Within thirty (30) days after receipt of Ecology's written decision, Boeing shall submit the applicable financial assurance documentation per paragraph 2. No change to the form or terms of any financial assurance provided under this Section, other than a reduction in amount, is authorized under this paragraph.

8. Within thirty (30) days of written notice of Ecology's selection of a final remedy, Boeing shall prepare a detailed written estimate of the cost for the remaining amount of work to be completed under this Order including, but not limited to, the final remedy, and submit the same to both Ecology's Financial Assurance Officer and Project Coordinator for review and approval. The process outlined in paragraph 5 shall apply in the submission process of cost estimates.

9. All cost estimates must be based on the costs to the owner or operator of hiring a third party to complete the work. A third party is neither a parent nor a subsidiary of Boeing. On a case-by-case basis, Ecology may also determine that a company which shares a common higher-tier corporate parent or subsidiary might not qualify as a third party. A cost estimate may not incorporate any salvage value that may be realized with the sale of wastes, facility structures or equipment, land, or other assets associated with the facility. Boeing may also not incorporate a zero cost for wastes that might have economic value.

10. Boeing shall annually adjust all cost estimates for inflation. Adjustments for inflation shall be calculated in accordance with the procedure outlined in 40 C.F.R. 264.142(b).

11. Acceptable financial assurance mechanisms are trust funds, surety bonds, letters of credit, insurance, the financial test, and the corporate guarantee. Ecology may allow other financial assurance mechanisms if they are consistent with the laws of Washington and if Boeing demonstrates to the satisfaction of Ecology that those mechanisms provide adequate financial assurance.

12. If Boeing is using the financial test or corporate guarantee to meet their financial assurance obligation, the annual inflationary adjustment shall occur within ninety (90) days after the close of Boeing's fiscal year. If Boeing is using any mechanism other than the financial test or corporate guarantee, this adjustment shall occur each year within thirty (30) days after the anniversary of the effective date of this Order.

13. If Boeing seeks to establish financial assurance by using a surety bond for payment or a letter of credit, Boeing shall at the same time establish and thereafter maintain a standby trust fund acceptable to Ecology into which funds from the other financial assurance instrument can be deposited, if the financial assurance provider is directed to do so by Ecology, pursuant to the terms of this Order.

14. Boeing shall notify Ecology's Project Coordinator and Financial Assurance Officer by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming Boeing as debtor, within ten (10) days after commencement of the proceeding. A guarantor of a corporate guarantee must make such a notification if it is named as debtor as required under the terms of the corporate guarantee.

a. Once Boeing has established financial assurance with an acceptable mechanism, as described above, Boeing will be deemed to be without the required financial assurance:

1) In the event of bankruptcy of the trustee or issuing institution; or

2) If the authority of the trustee institution to act as trustee has been suspended or revoked; or

3) If the authority of the institution issuing the surety bond, letter of credit, or insurance policy has been suspended or revoked.

b. In the event of bankruptcy of the trustee or a suspension or revocation of the authority of the trustee institution to act as a trustee, Boeing must establish a replacement financial assurance mechanism by any means specified in WAC 173-303-620 or other financial instrument as approved by Ecology within sixty (60) days after such an event.

15. Ecology's Financial Assurance Officer is:

Kimberly Goetz
Department of Ecology
Hazardous Waste and Toxics Reduction Program
P.O. Box 47600
Olympia, WA 98504-7600
Telephone: (360) 407-6754
Fax: (360) 407-6715
E-mail: kgoe461@ecy.wa.gov

S. Periodic Review

As remedial action, including ground water monitoring, continues at the Facility, the Parties agree to review the progress of remedial action at the Facility, and to review the data accumulated as a result of monitoring at the Facility as often as is necessary and appropriate under the circumstances. At least every five (5) years after the initiation of cleanup action at the Facility, the Parties shall meet to discuss the status of the Facility and the need, if any, for further remedial action at the Facility. At least ninety (90) days prior to each periodic review, Boeing shall submit a report to Ecology that documents whether human health and the environment are being protected based on the factors set forth in WAC 173-340-420(4). Ecology reserves the

right to require further remedial action at the Facility under appropriate circumstances. This provision shall remain in effect for the duration of this Order.

T. Indemnification

Boeing agrees to indemnify and save and hold the State of Washington, its employees and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property arising from or on account of acts or omissions of Boeing, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Boeing shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF THIS ORDER

The provisions of this Order shall be deemed satisfied upon Boeing's receipt of written notification from Ecology that Boeing has completed the corrective actions required by this Order, as amended by any modifications, and that Boeing has complied with all other provisions of this Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Facility.

C. In the event Boeing refuses, without sufficient cause, to comply with any term of this Order, Boeing will be liable for:

1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply; and

2. Civil penalties of up to twenty-five thousand dollars ($25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: _____

THE BOEING COMPANY

_____

Steven Shestag
EHS Remediation Director
Environmental Remediation
P.O. Box 3707, M/C 055-T487
Seattle, WA 98124-2207
(818) 466-8822

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____

Julie Sellick
Section Manager
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(425) 649-7053