



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

4601 N Monroe Street • Spokane, Washington 99205-1295 • (509)329-3400



January 25, 2013

Mr. Matt Walker  
Hill International  
818 W Riverside Ave, Suite 350  
Spokane, WA 99201

**Re: Acceptance of VCP Application for the following Site:**

- **Site Name:** Spokane Convention Center Expansion 2
- **Site Address:** 332 N Spokane Falls Court, Spokane, WA
- **Facility/Site No.:** 13149
- **VCP Project No.:** EA0250

Dear Mr. Walker:

The Department of Ecology (Ecology) has accepted your Voluntary Cleanup Program (VCP) application for the Spokane Convention Center Expansion 2 facility (Site). We applaud your initiative and welcome your interest in the VCP. This letter confirms your entry into the VCP and provides important information on how we will manage the Project.

**Agreement**

Ecology has completed and signed the VCP Agreement governing the Project. The effective date of the Agreement is **January 23, 2013**, which is the date Ecology signed the Agreement.

**Enclosure A** includes a copy of the Agreement. Please review it carefully.

**Identification**

Ecology has assigned a unique name and number to the **Site**. We have also assigned a unique number to your **Project** at the Site. You can find this information in the box at the bottom of the first page of the Agreement. When contacting us, please use this information to identify your Project.

**Designated Managers**

Communications between Ecology and Spokane Public Facilities District should be directed through their designated managers to the maximum extent possible.



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**Payment**

Ecology will send monthly invoices to the billing contact designated in the Application Form. If someone replaces the billing contact or their contact information changes, please submit a Change of Contact Form. The Form is available on the VCP web site.

The invoice will include a summary of the costs incurred, payments received, identity of staff involved, and the amount of time spent on the Project during the previous month. Payment is due within thirty days of the invoice date. For more information on the billing system, please refer to the VCP web site.

**Contact Information**

We are committed to working with you to accomplish the prompt and effective cleanup of the Site. Again, if you have any questions about the VCP or your Project, please contact Patti Carter at 509/329-3522.

Sincerely,



Michael A. Hibbler  
Section Manager  
Toxics Cleanup Program, ERO

MAH:PC:eh

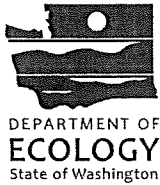
Enclosures: Copy of VCP Agreement  
Toxics Cleanup Program Policy 840

cc: Kevin Twohig, SPFD  
John Haney, GeoEngineers

RECEIVED

JAN 16 2013

VCP AGREEMENT



INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page and sign the Agreement on the second page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and Spokane Public Facilities District (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address: 332 North Spokane Falls Court Spokane, WA 99201

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold

Table with 2 columns: 'FOR COMPLETION BY ECOLOGY ONLY' and 'Facility / Site Name: Spokane Convention Center Expansion 2', 'Facility / Site No.: 13149', 'VCP Project No.: EA0250'



# Toxics Cleanup Program Policy

*Policy 840*

*Resource Contact:* Policy and Technical Support Staff    *Effective:* August 1, 2005  
*References:* WAC 173-340-840(5)    *Revised:* March 31, 2008  
<http://www.ecy.wa.gov/eim/>  
<http://www.ecy.wa.gov/programs/tcp/smu/sedqualfirst.htm>  
<http://www.ecy.wa.gov/biblio/0309043.html>  
*Replaces:* Procedure 840

## **Policy 840: Data Submittal Requirements**

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***Purpose:*** Contaminated site investigations and cleanups generate a large volume of environmental monitoring data that need to be properly managed to facilitate regulatory decisions and access to this data by site owners, consultants, and the general public. The purpose of this policy is to describe the requirements for submitting environmental monitoring data generated/collected during the investigation and cleanup of contaminated sites under the Model Toxics Control Act (MTCA) and the Sediment Management Standards.

***Application:*** This policy applies to Ecology staff, potentially liable parties, prospective purchasers, state and local agencies, and Ecology contractors that investigate or manage the cleanup of contaminated sites.

### **1. Unless Otherwise Specified by Ecology, All Environmental Monitoring Data Generated during Contaminated Site Investigations and Cleanups Shall Be Required to be Submitted to Ecology in both a Written and Electronic Format.**

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Environmental monitoring data include biological, chemical, physical, and radiological data generated during site investigations and cleanups under the Model Toxics Control Act Cleanup Regulation (WAC 173-340) and the Sediment Management Standards (WAC 173-204).

Data generated/collected during site investigations and cleanups conducted under an order, agreed order or consent decree, permit, grant, loan, contract, interagency agreement, memorandum of understanding or during an independent remedial action, are considered environmental monitoring data under this policy.

Data generated/collected for non site-specific studies, site hazard assessments that result in no further action and initial site investigations are not considered environmental monitoring data under this policy.

### **2. Orders, Agreed Orders, Consent Decrees, or Permits Issued After the Effective Date of this Policy Shall Include a Condition that Site-Specific Data Be Submitted in Compliance with this Policy.**

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Reports on such work that do not include documentation that the data have been submitted in compliance with this policy shall be deemed incomplete and a notice of such provided to the

Additional information on EIM, including instructions for data submittal, can be found on Ecology's EIM web site at <http://www.ecy.wa.gov/eim/>. Toxic Cleanup Program's (TCP) EIM Coordinator also is available for technical assistance to site managers and consultants using EIM.

For additional information on sediment sampling and analysis plan requirements, see Ecology publication 03-09-043 "Sediment Sampling and Analysis Plan Appendix", February, 2008. A copy of this document can be obtained from Ecology's publication office or downloaded from the following web site: <http://www.ecy.wa.gov/biblio/0309043.html>

TCP's EIM Aquatic Land Cleanup Unit (ALCU) Sediment Data Coordinator is also available for technical assistance.

**7. Data Submitted Electronically Using EIM Shall be Checked by the Toxics Cleanup Program's (TCP) EIM Coordinator Prior to Loading the Data into EIM.**

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Normally, notice that data have been submitted through EIM will come to TCP's EIM Coordinator. Upon receipt of such a notice the EIM Coordinator should notify the site manager. Similarly, if the Ecology site manager receives a notice of an EIM submittal, they should notify TCP's EIM Coordinator. Upon receipt of the data, TCP's EIM Coordinator reviews the submittal for quality control and officially loads the data into the system.

Approved:



James J. Pendowski, Program Manager  
Toxics Cleanup Program

**Policy Disclaimer:** This policy is intended solely for the guidance of Ecology staff. It is not intended, and cannot be relied on, to create rights, substantive or procedural, enforceable by any party in litigation with the state of Washington. Ecology may act at variance with this policy depending on site-specific circumstances, or modify or withdraw this policy at any time.