

INTERGOVERNMENTAL AGREEMENT
Lower Columbia Slough Refugia Project

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ) and **City of Portland (City)**.

City DATA	DEQ DATA
Agreement Administrator: Nancy Hendrickson Bureau of Environmental Services City of Portland 1120 SW 5th Avenue, Suite 1000 Portland, OR 97204 503-823-6001 nancy.hendrickson@portlandoregon.gov Federal Tax ID: 93-6002236	Agreement Administrator: Sarah Miller Dept. of Environmental Quality 2020 SW 4 th Ave, Suite #400 Portland, OR 97201 503-229-5040 miller.sarah@deq.state.or.us

1. **Background** In 2008, DEQ finalized a settlement framework that includes an option for parties potentially responsible for sediment contamination within the Columbia Slough to receive a release from liability for State natural resource damages associated with the contamination. DEQ established an account for funds obtained from the settlements, known as the Natural Resource Damages Fund (Fund), that is dedicated to habitat improvement projects in the Columbia Slough. The City of Portland (City) submitted a proposal to DEQ to access the Fund to support a habitat enhancement project in the Lower Columbia Slough. DEQ determined that the proposal met the objectives outlined for the Fund. The enhancement will add large wood structures to increase in-stream cover for juvenile salmon during migration.

This Agreement authorizes DEQ to fund a portion of the costs related to this habitat enhancement project using the Fund.
2. **Authority** DEQ has authority under Oregon Revised Statute (ORS) 465.200 et seq. to undertake independently, in cooperation with others or by contract, remediation, removal, monitoring and analyses. DEQ has authority under ORS 190.110 to cooperate for any lawful purpose with a unit of local government.
3. **Effective Date and Duration** This Agreement is effective on the date that every party has signed this Agreement and, when approved by the Oregon Department of Justice. Unless earlier terminated or extended, this Agreement expires **December 31, 2015**.
4. **Agreement Documents** This Agreement consists of this document and the attached Exhibit A (Statement of Work) and Exhibit B (Subcontractor Insurance Requirements).
5. **Statement of Work** The statement of work (Work), including the delivery schedule is contained in attached Exhibit A. The City agrees to perform the Work in accordance with the terms and conditions of this Agreement.
6. **Consideration** The maximum, not-to-exceed compensation payable to under this Agreement, which includes any allowable expenses, is **\$200,000**. Interim payments to the City will be made only in accordance with the schedule and requirements described in Exhibit A.
7. **Invoicing/Payments**
 - A. The City will not submit invoices for and DEQ will not pay any amount in excess of the maximum not-to-exceed compensation amount identified in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before the City performs work subject to the amendment. The City will notify DEQ's Agreement Administrator in writing at least sixty (60) calendar days before this Agreement expires of any proposed amendments to the Agreement.
 - B. The City will submit invoices for work performed. The invoices will itemize and explain all expenses for which reimbursement is claimed. Invoices and payments will be based on the delivery schedule in Exhibit A. Invoices must be sent to **Contracts Office, Department of Environmental Quality, 811 SW Sixth Ave, Portland, OR 97204**. Invoices are subject to the review and approval of the DEQ Agreement Administrator. **Invoice payments will be sent to: OMF Grants Office, City of Portland, 1120 SW 5th Avenue, Room 1250, Portland, Oregon, 97204.**
8. **Travel and Travel Related Expenses** Travel and other expenses of the City will not be reimbursed by DEQ.
9. **Amendments** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

- 10. Termination** This Agreement may be terminated by mutual consent of both parties or by either party upon 30 days written notice. This notice may be transmitted in person, by mail, facsimile or by Email. If this Agreement is terminated under this Section 10, DEQ will pay for approved unpaid invoices and services performed within any limits set forth in this Agreement.
- 11. Funds Available and Authorized** The City shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. DEQ certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the DEQ's current biennial appropriation or limitation. The City understands and agrees that DEQ's payment of amounts under this Agreement is contingent on DEQ receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 12. Captions** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 13. Access to Records** The City will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the City will maintain any other records pertinent to this Agreement in such a manner as to clearly document the City's performance. The Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of the City that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. The City will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 14. Compliance with Applicable Law** The City will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, The City expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (xi) ORS 279A, ORS 279B, ORS 279C as applicable to MCDD. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 15. Recycled Products** The City shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).
- 16. Contribution** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the City (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the State (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments,

finances or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

17. Indemnification by Subcontractors The City shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the City's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

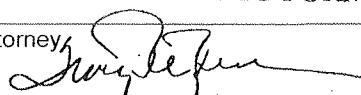
18. Subcontractor Insurance Requirements The City shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified in Exhibit B (Subcontractor Insurance Requirements) meeting the requirements described in Exhibit B before the contractors perform under contracts between the City and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. The City shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, the City shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. The City shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall the City permit a contractor to work under a Subcontract when the City is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the City directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

19. Alternative Dispute Resolution The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

20. Merger Clause THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

21. THE PERSONS SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT THEY HAVE THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

Approved by City of Portland:

Charlie Hales, Mayor	Date
APPROVED AS TO FORM	
City Attorney, 	Date 8/28/14
CITY ATTORNEY	

Approved by DEQ:

Nina Deconcini, NWR Division Administrator	Date
Joni Hammond, Deputy Director	Date

15-41470-34375-235525

Index/PCA/Project	Jim Roys, Financial Services Manager	Date
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EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
Lower Columbia Slough Refugia Project

STATEMENT OF WORK

Task 1: The City will purchase approximately 525 logs and install 35 large wood structures for the Lower Columbia Slough Refugia Project no later than December 31, 2015. There are 5 different types of wood structures varying in size, configuration, and cost. The project objectives, location and design details are described in the 60% Design Package and Project Proposal. Both are attached. The City will coordinate with appropriate DEQ cleanup project managers listed below before wood placement begins. Locations may need to be modified based on on-going Columbia Slough sediment remedial action objectives.

DEQ Cleanup Project Managers:

DEQ Cleanup Project Manager	Location	Phone number	email
Sarah Miller	Area wide	503-229-5040	Miller.sarah@deq.state.or.us
Bob Williams	St Johns Landfill(ECSI #164)	503-229-6802	Williams.robert@deq.state.or.us
Mark Pugh	Pacific Carbide(ECSI#268)	503-229-5587	Pugh.mark@deq.state.or.us
Kevin Dana	St. Johns Substation(ECSI#1858)	503-229-5369	Dana.kevin@deq.state.or.us

The proposed project must comply with Oregon Administrative Rule 695-005-0030(4) where "All applications that involve physical changes or monitoring on private land must include certification from the applicant that the applicant has informed all landowners involved of the existence of the application and has also advised all landowners that all monitoring information obtained on their property is public record.

Task 2: The City will provide DEQ a Final Report within 3 months of project completion or but not later than Dec 31, 2015, containing but not limited to the following:

- o *Background of the Project*
- o *Description of the work performed*
- o *Description of the work and its context in the larger watershed*
- o *Descriptions of any changes made to the original proposal*
- o *Determination of whether the project was effective; including structure installation and photo monitoring*
- o *Lessons learned and recommendations for future projects*
- o *Before and After photos of the project*

An annual update must be submitted to DEQ by March 31 - during the life of the project. The annual update must include, but not limited to the following:

- o *Background of the Project*
- o *Description of work completed so far*
- o *Description of project timeline and ability to complete project as outlined*
- o *Photos of work completed so far, if any*

Invoices and payments will be based on the following schedule:

Task 1: \$180,000 (90%) upon DEQ receipt and acceptance of large wood acquisition/installation invoices. The total estimated costs for the City (or its contractor) to procure and install the 35 wood structures is estimated at \$860,700. The specific number of structures this represents cannot be specified at this time as the five types range from \$8,700 to \$46,000 per unit and phasing is unknown until field installation begins winter (January/February) 2015. The City will invoice DEQ after at least \$180,000 worth of wood has been installed by the City's contractor. The invoice shall include copies of invoice(s) from the City's contractor(s) satisfactorily documenting the contractors work.

Task 2: \$20,000 (10%) upon DEQ receipt and acceptance of the Final Report

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT
Columbia Slough Refugia Project

SUBCONTRACTOR INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified below prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

1. ☒ Required by Agency of contractors with one or more workers, as defined by ORS 656.027.

Workers' Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. ☒ Required by Agency ☐ Not required by Agency.

Commercial General Liability insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. * **Property damage or destruction limits are subject to an annual adjustment by the Office of the State Court Administrator (OSCA).**

Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death and Property Damage Combined:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2014:

\$2,006,700 (includes \$1.9M personal injury/death and \$106,700 property damage)

* July 1, 2014 to June 30, 2015: \$2,000,000.

* July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2014:

\$4,333,400 (includes \$3.8M personal injury/death and \$533,400 property damage)

* July 1, 2014 to June 30, 2015: \$4,000,000.

* July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

3. ☒ Required by Agency ☐ Not required by Agency.

Automobile Liability insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

*Property damage or destruction limits are subject to an annual adjustment by the Office of the State Court Administrator (OSCA).

Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death and Property Damage Combined:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2014:

\$2,006,700 (includes \$1.9M personal injury/death and \$106,700 property damage)

* July 1, 2014 to June 30, 2015: \$2,000,000.

* July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Contract term to June 30, 2014:

\$4,333,400 (includes \$3.8M personal injury/death and \$533,400 property damage)

* July 1, 2014 to June 30, 2015: \$4,000,000.

* July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

4. **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance is acceptable. If you are using excess/umbrella insurance to meet the minimum insurance requirement, your certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."
5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents, and the City of Portland, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
6. **Certificates of Insurance.** Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify the City of Portland and the Oregon Department of Environmental Quality (DEQ) of any change in insurance coverage.

Remedial Investigation - Section 5
Resolution of Issues Discussed with EPA
DRAFT

Issue	LWG Proposed Resolution	Why This is Important to RI/FS
1. Section 5 versus Section 10 content a. Retain most/all nature of contamination discussions in Section 5 to inform CSM without having to present that detailed material in Section 10 (which should focus on summarizing info for the CSM).	EPA re-located the nature discussions from Section 5 (with introductory text) to a new Appendix D subsection. Integral prefers it stays in Section 5, but we can live with it in an appendix.	This material should not be placed in an Appendix as it is the foundation of an RI. Presenting it coherently in an appendix will be a significant task and may require both an internal LWG and an EPA review/approval cycles.
2. Consistency with other RI/FS reports: COC list must match BERA/BHHRA list	a. EPA's Table 5.1-2 was edited to match BRAs. Resolved to clarify nomenclature used to refer to TCDD TEQ (same as dioxin/furan TEQ) and to remove monobutyltin as a "COC". b. Use of term COC, not allowed in RAs – Agreed to delete "COC" from Table 5.1-2 headers and that the term will not be used in Section 5. Headers will read BERA and BHHRA Screen. The term COC is not used in the text.	NA because resolved.
Global Section 5 Concerns		
1. EPA added source statements in Section 5 which we feel are more appropriate in Section 10 (CSM) along with the summaries of the physical system, upland sources, and loading information from other Sections the RI.	EPA agreed to clarification statements about "sources" throughout Section 5, e.g., modifying the word source to clarify that it is "sediment bed source", rather than an upland source	NA because resolved.
2. Data Adequacy and Data Quality Statements. RI data set was validated and approved for use by EPA. EPA formally acknowledged adequacy of data set for R/FS at the end of Round 3.	EPA agreed to our addition of qualifying statements and eliminating statements that can be interpreted as suggesting that data quality or the amount of data collected is not suitable for completing the RI.	NA because resolved.
3. Retain Sampling Effort Summaries: Brief summaries of the multi-year sampling approaches provide important context for the reader in Section 5.	EPA agreed to include some additional sampling program details in the data set subsections.	NA because resolved.

Issue	LWG Proposed Resolution	Why This is Important to RI/FS
4. Retain project-specific "T", "A" and "V" descriptors in Tables, Maps and Figures. T – The result is mathematically derived, such a summed total A – Total value is based on a limited number of analytes. V – Median or 95th percentile was obtained through interpolation of data. While not laboratory qualifiers, these are project-specific data descriptors have been used in the database and in numerous Portland Harbor RI technical documents, in addition to the Draft and Draft Final RI reports. Each provides important information about a reported value.	EPA agreed to retain A and T "qualifiers", as long as we rename them "descriptors". V will be deleted. Deleting V is not problematic as it is not in the project database, nor on the maps (just deletions from some tables).	NA because resolved.
5. Do not use the term "Key" contaminants (e.g., substitute with "subset of indicator contaminants") for the contaminants presented in the Appendix. In the Draft Final RI, all chemicals presented were labeled indicator contaminants, and subset of the indicator contaminants were presented in the main text.	EPA agreed to drop the term "Key". The 14 contaminants discussed in the main text are called "Indicator Contaminants" and others are simply called "contaminants".	NA because resolved.
6. Technical Inaccuracies: There are many statements that are technically inaccurate and will need to be revised. These include descriptions of the sampling programs, sample counts, fish compositing schemes, etc. We will need to redline EPA's redline and send back once the paths forward on global issues noted above are resolved.	We conducted extensive QA checks on text and data products to correct inaccuracies.	NA because resolved.
Subsection Specific Issues		
<i>Section 5.2 Bedded Sediment</i>		
1. There is no callout for the revised Box-Whisker plots developed at EPA's request. We asked EPA if these are being presented in Section 5.	We agreed to move box-whisker plots to Section 10.	NA because resolved.
<i>Section 5.3 Mobile Sediment</i>		
1. Borrow pit data set was not included. Section 5.0 states those data will be included in 5.3 as natural sediment traps. Integral proposed adding that material, formerly in Appendix H, into this subsection.	We agreed to move the borrow pit discussion to Section 6 (Loading, Fate and Transport for Select Contaminants).	NA because resolved.

Issue	LWG Proposed Resolution	Why This is Important to RI/FS
<i>Section 5.4 Surface Water</i>		
<p>1. WQC/MCL comparisons</p> <p>We requested clarification regarding the purpose of the MCL/WQ Criteria comparisons. In the Draft RI, comparison of SW and TZW data to human health criteria were presented in Appendix D3.3, as requested by EPA. This sort of evaluation is not performed with respect to other media (expressly not performed for sediments). Comparison to upriver surface water concentrations would be parallel to the approach used in other subsections. In addition, these comparisons are presented under the spatial distribution subheader which is no longer accurately named. The added text is often unclear about which AWQC for human health is being compared to and seems to be inconsistent in the criteria cited. Finally, some individual compound criteria (e.g., BaP) are inappropriately compared to summed totals.</p>	<p>We agreed to retain SW data comparisons to Oregon standards and MCLs, EPA agreed to add the following footnote for the MCL comparisons:</p> <p>“Under Oregon State Administrative Rules, OAR 340-041-0340, Table 340A, the designated beneficial use of the lower Willamette River includes private and public domestic water supply after adequate pretreatment to meet drinking water standards. There are no known current or anticipated future uses of the lower Willamette River within Portland Harbor as a private or public domestic water supply. As such, their use in this section is solely as values for comparison.”</p> <p>Also, EPA agreed to delete Appendix D3.3 in its entirety.</p>	NA because resolved.
<p>2. Source statements are numerous in the Section 5.4.</p> <p>For this medium in particular, such statements seem inappropriate and premature and should be reserved for Section 10 where the various elements on the RI are juxtaposed and discussed.</p>	See Global Item 1 above.	NA because resolved.
<p>3. Histogram format that was previously agreed to not reflected in these EPA comments, we need confirm that is an oversight not a change in position.</p>	EPA acknowledged this was an oversight not a change in position, so the previous agreement still holds.	NA because resolved.
<i>Section 5.5 TZW</i>		
<p>1. Sample count discrepancies appear to be due to an inadvertent omission of certain sample codes in PA's SCRA extract. We can replicate the Appendix D4 counts.</p>	EPA agreed to allow the LWG to correct these kinds of discrepancies during LWG generation of the electronic version, and that EPA will verify the corrections at that time.	NA because resolved.

Issue	LWG Proposed Resolution	Why This is Important to RI/FS
<i>Section 5.6 Biota</i>		
1. Numerous mis-statements about tissue composition scheme, sampling zones, and whole body vs fillet concentrations need to be corrected.	EPA agreed these are also editorial corrections that should be made without the need for further discussion.	NA because resolved.
2. The re-write describing summary stats for all fish species for each indicator contaminant is tedious and adds 30 pages to this subsection	EPA agreed to edit text for accuracy.	NA because resolved.