

**GCA-6022**

**SR 16, Tacoma Nature Center – Wetland Mitigation**

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the Metropolitan Park District of Tacoma, ~~a division of the City of Tacoma,~~ <sup>5/22/09</sup> a municipal corporation, 4702 South ~~Tyler~~ <sup>19<sup>th</sup></sup> Street, Tacoma, WA 98405, hereinafter "METRO PARKS."

WHEREAS, the STATE has environmental commitments, through its Wetland Development Permit, File No: WET2007-40000107131, Approved August 29, 2008, hereinafter the "Permit," which is, by this reference, made a part of this Agreement as if fully attached hereto. These environmental commitments are from two previous projects on State Route (SR) 16 to provide wetland mitigation addressing temporary and permanent wetland impacts, specifically the SR 16, Union to Jackson and the SR 16, Westbound Nalley Valley Interchange reconstruction projects, and

WHEREAS, the STATE, in order to fulfill its commitments for the above mentioned environmental permit commitments, plans to construct a project titled, SR 16, Tacoma Nature Center – Wetland Mitigation, hereinafter the "Project," and

WHEREAS, METRO PARKS owns property in the Snake Lake area known as the Tacoma Nature Center Wetland Mitigation Site, hereinafter the "Site," that is suitable for the STATE's Project. The Site is located in the City of Tacoma, south of 19<sup>th</sup> Street between South Madison Street and South Durango Street, and

WHEREAS, that portion of the Site the STATE needs for its Project is hereinafter called the "Project Site," and

WHEREAS, METRO PARKS has reviewed the Project plans and concurs with the Project to be constructed on the Project Site, and

WHEREAS, the STATE and METRO PARKS wish to define roles and responsibilities for constructing the Project and for monitoring and maintaining the Project Site,

NOW, THEREFORE, by virtue of chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. PROJECT WORK AND PARTY OBLIGATIONS**

1.1 The STATE shall be responsible for preparation of all environmental documentation and for obtaining all permits necessary for construction of the Project.

- 1.2 The STATE has prepared plans, specifications, and cost estimates for the Project. METRO PARKS has reviewed the Project plans and concurs with the Project to be constructed on the Project Site.
- 1.3 The STATE, at STATE expense, shall advertise, award, and administer the construction contract for the Project and monitor and maintain the Project Site for a period of ten (10) years following construction.
- 1.4 The STATE shall construct its Project within the Project Site, as shown in Exhibit A, attached hereto and by this reference made part of this Agreement. The Project will include excavating, hauling, grading, placing compost, placing topsoil, placing bark mulch, planting, erosion and pollution control, monitoring, reporting, and other Project work in accordance with the Project documents, which are, by this reference, made a part of this Agreement as if fully attached hereto.
- 1.5 The STATE shall consult with and obtain written concurrence of METRO PARKS on any and all changes to the Project that require a modification to the Permit, as described in its Special Conditions No. 2.
- 1.6 The Parties agree that public access shall not be provided to the Site during construction of the Project, nor shall public access be provided to the Project Site during the ten (10) year monitoring and maintenance period.
- 1.7 The STATE, as a part of its Project, shall restore all areas disturbed by the Project construction outside the Project Site and within the Site to its previous condition. The STATE and METRO PARKS shall document the Site prior to construction.
- 1.8 Upon completion of construction of the Project, and for a period of ten (10) years thereafter, the STATE shall monitor and maintain the Project Site shown in hachers in Exhibit A, to include but not limited to: replanting, weed control, channel debris removal, erosion control, and herbivore control as necessary to ensure the continued success of the STATE's Project. All maintenance shall be in accordance with all applicable federal, state, and local laws and regulations.
- 1.9 During the ten (10) year monitoring and maintenance period, the STATE shall provide copies of all formal monitoring and maintenance reports to METRO PARKS, pursuant to the Permit identified above.
- 1.10 During the ten (10) year monitoring and maintenance period, METRO PARKS shall not change, enhance, or affect the Project Site in any way without written concurrence from the STATE.
- 1.11 Excavated METRO PARKS contaminated soils on the Project Site will be managed according to the "Soil Management Plan," as described in Exhibit B, attached hereto and by this reference made part of this Agreement. The Soil

Management Plan describes, among other items, standards by which both Parties agree are acceptable for:

- a) Determining acceptable pollutant thresholds for on-site soil management;
- b) Placement and repositioning of excavated soils that will be left on-site; and
- c) The STATE's characterization of the excavated soils and determination of the proper disposal method.

Further, should any soil that was excavated by the STATE on its Project and reused on the Site, be found to have been improperly characterized for reuse on the Site based on the standards used in the Soil Management Plan, the STATE will be responsible for removing the soil that was improperly characterized and disposing of it off the Site. This responsibility shall survive the termination or expiration of this Agreement.

## **2. PROJECT SITE ACCEPTANCE**

2.1 Upon completion of the STATE's ten (10) year monitoring and maintenance period, the STATE will request a Permit Closeout Notification from the Corps of Engineers that will confirm that the STATE's environmental commitments have been completed. The STATE will provide METRO PARKS with a copy of the Permit Closeout Notification.

2.2 Upon METRO PARKS receiving the Permit Closeout Notification from the STATE, METRO PARKS agrees to assume full responsibility and expense for the Tacoma Nature Center Wetland Mitigation Site, including the Project Site, consistent with applicable laws, permits, and regulations. Further, the Parties agree that the STATE shall have no further responsibility, liability or expense for the Project Site as of the date METRO PARKS received the Permit Closeout Notification.

## **3. REPRESENTATIVES**

3.1 All contact between the Parties, for the purpose of implementing the Parties' performances identified under this Agreement, shall be administered through the following representatives:

STATE, for the purposes of Project construction:

Tacoma Project Engineers Office  
Rumina Suafoa, Project Engineer  
1614 South Mildred, Suite M  
Tacoma, WA 98465-1626  
Phone: (253) 534-3100  
Email: suafoar@wsdot.wa.gov

STATE, for the purpose of the Project Site monitoring and maintenance period :

Environmental and Hydraulics Services  
150 Israel Road SW, Floor 4  
Tumwater, WA 98501-6456  
Phone: (360) 570-6700

METRO PARKS representative for the purposes of this Agreement is:

John Garner  
Metro Parks  
1919 South Tyler Street  
Tacoma, WA 98405  
Phone: (253) 591-6439

#### **4. RIGHT OF ENTRY**

- 4.1 METRO PARKS hereby grants to the STATE, its employees, contractors, and subcontractors, a right of entry upon all land, in which METRO PARKS has interest, necessary for the purpose of designing, constructing, monitoring, maintaining, and making remedial adjustments to the Project and Project Site as provided by this Agreement.

#### **5. MODIFICATION**

- 5.1 No modification of this Agreement is valid unless evidenced in writing by amendment to this Agreement, signed by both Parties.

#### **6. INDEMNIFICATION**

- 6.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), except as otherwise provided in Section 1.11, above, arising out of, or in any way resulting from, each Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claims, suits, or actions for injuries, death, or damages (both to persons and/or property) is caused by the sole negligent acts or omissions of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligent acts or omissions. This indemnification shall survive the termination or expiration of this Agreement.

## 7. DISPUTES

7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 7.1.1 through 7.1.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

7.1.1 The Representatives, designated in Section 3, shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

7.1.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Subsection 7.1.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

7.1.3 In the event the Representatives cannot resolve the dispute or issue, the Board of Park Commissioners for METRO PARKS and the STATE Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

7.1.4 In the event the Board of Park Commissioners for METRO PARKS and the STATE Region Administrator, or their respective designees, cannot resolve the dispute or issue, METRO PARKS and the STATE shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Resolution board shall be shared equally by both Parties, however, each Party shall be responsible for its own costs and fees.

## 8. VENUE

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Pierce County, Washington. Further, the Parties agree that each

will be solely responsible for payment of their own attorneys fees, witness fees, and costs.


**9. AUDITS AND RECORDS**


9.1 All STATE records in support of the Project and affecting the Project Site's monitoring and maintenance ten (10) year period shall be maintained by the STATE for a period of three (3) years from completion (a) the Project and (b) the ten (10) year monitoring and maintenance period of performance under this Agreement. The Parties, state auditor, and/or federal government shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Project and monitoring and maintenance period are subject to audit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

METROPOLITAN PARK  
DISTRICT OF TACOMA

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By:   
Jack W. Wilson  
Executive Director

By:   
John Wynands, Assistant Region  
Administrator for Project Development  
and Tacoma/Pierce County HOV Program  
Director

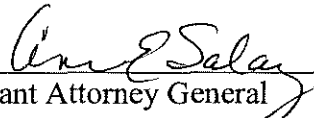
Date: 5/21/09

Date: 5/22/09

APPROVED AS TO FORM:

APPROVED AS TO FORM:

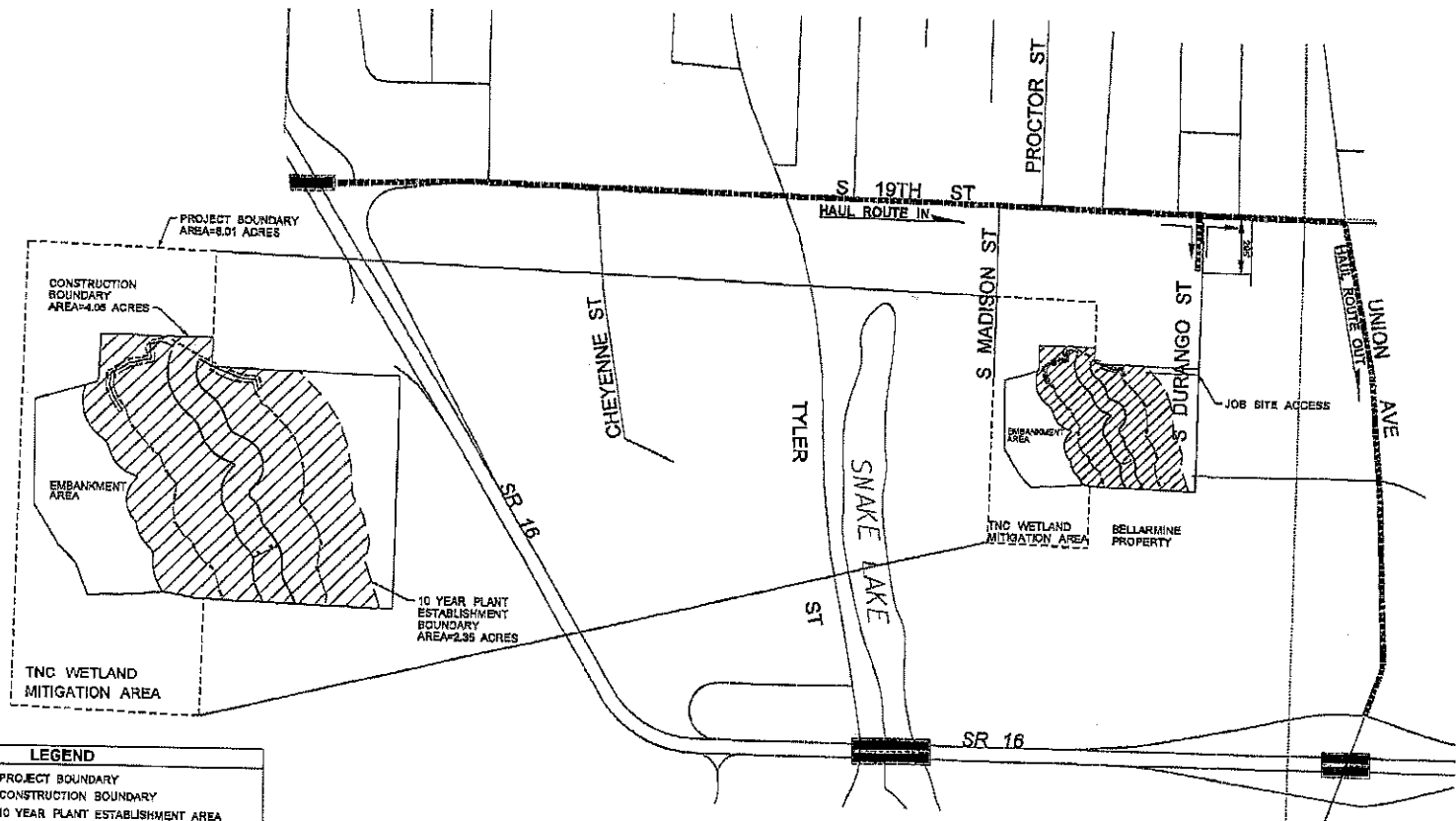
By: \_\_\_\_\_

By:   
Assistant Attorney General

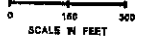
Date: \_\_\_\_\_

Date: 5-8-09

T. 20N. R. 22E. W.M.



GCA-6022  
Exhibit A  
Sheet 1 of 1



LEGEND	
	PROJECT BOUNDARY
	CONSTRUCTION BOUNDARY
	10 YEAR PLANT ESTABLISHMENT AREA

FILE NAME	C:\AA\Work\Proj\Work\State\Tds\046600P_3220_EXHIBIT.dgn			FED.AID PROJ.NO.	Washington State Department of Transportation	SR16 / SNAKE LAKE MITIGATION	SHEET OF SHEETS
TIME	11:22:32 AM						
DATE	8/8/2009			REGION NO.	JOB NUMBER	EXHIBIT	DATE
DESIGNED BY	FgSH			10 WASH			
ENTERED BY				COMPLEX NO.	LOCATION NO.	EXHIBIT	DATE
CHECKED BY							
PROJ. ENGR.							
REGIONAL ADM.	REVISION	DATE	BY				

**SOIL MANAGEMENT PLAN**

**Tacoma Nature Center / Snake Lake  
Mitigation Site**

**SR 16 Westbound Nalley Valley  
Tacoma, Washington**

Prepared for

Tacoma/Pierce County HOV Office  
Washington State Department of Transportation

Tacoma Metropolitan Parks

Tacoma-Pierce County Health Department

Prepared by

Hazardous Materials and Solid Waste Program  
Environmental Services Office  
Washington State Department of Transportation

GCA-6022  
Exhibit B  
9 Pages

May 7, 2009

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## 1.0 INTRODUCTION

This Soil Management Plan (SMP) has been prepared by the Washington State Department of Transportation (WSDOT), Environmental Services Office, Hazardous Materials and Solid Waste (HazMat) Program for the use on the SR 16 Tacoma Nature Center Wetland Mitigation (TNC) Site in Tacoma, Washington. This SMP was developed based on the results of soil characterization work completed on April 1, 2009 by the HazMat Program and previous characterization work completed by GeoEngineers, Inc. The purpose of the SMP is the following:

- Identify areas of contaminated soil that will be encountered during construction activities;
- Provide soil management requirements with respect to soil screening, sampling, appropriate handling and disposal procedures;
- Describe a general protocol for handling unanticipated contamination and non-inert debris, including soil screening, stockpiling, sampling, and disposal requirements.

This plan is considered a supplement to the bid documents and further defines the limits and expectations for handling of all excavated material at the site. This plan does not address the Contractor health and safety requirements for which the Contractor is responsible.

### 1.1 Project Description

This project will serve as wetland mitigation for both SR16/Union to Jackson HOV – Snake Lake Impacts and SR16/Westbound Nalley Valley – Wetland Impacts. The proposed wetland mitigation involves the restoration of approximately 0.39 acres of historic wetlands. The site was a ravine that connected two wetlands prior to being filled with approximately 20-25 feet (ft) of fill material. A concrete culvert was buried beneath the fill material to allow the transport of water.

Construction activities include the excavation and re-grading of approximately 31,000 cubic yards (cu yd) of soil and fill material across the approximately 1.7 acre site as shown in Figure 1. The concrete culvert will be removed and up to two power poles may be relocated as part of the plan. The wetland will be oriented in a north-south direction and will contain seasonal flow. Native plant species will be planted throughout the area.

### 1.2 Previous Studies

The following studies were reviewed during the development of this SMP.

- GeoEngineers, Inc., October 26, 2007, “Geotechnical Feasibility Study – Tacoma Nature Center Wetland Mitigation Site Draft Report.”

- GeoEngineers, Inc., April 16, 2008, “Historic Fill Characterization and Soil Management Feasibility Study – Tacoma Nature Center Wetland Mitigation Site.”
- WSDOT HazMat Program, April 2009, Soil Characterization Data.

## 2.0 EXISTING CONDITIONS

The results from the characterization work have been used to designate two areas of fill material at the TNC Site: Roadway Excavation Area A (Area A) and Roadway Excavation Area B (Area B). Area B is separated into three sections to better explain the depths of excavation and the contaminants present. The fill material in all areas contains debris which may include but is not limited to asphalt concrete, cement concrete chunks and panels, brick, miscellaneous metal, gypsum, plastic, lumber, stumps, and tree limbs. None of soil material in any of these areas currently designates as a dangerous waste. All the areas are shown in Figure 1 and described in more detail in the following sections. The results of the WSDOT soil characterization work are summarized in Table 1.

### 2.1 Area A

Area A is the largest area on the site and contains an estimated 22,000 cu yd of soil material. Soils in Area A are presumed to meet the definition of inert waste listed in Washington Administrative Code 173-350-990, with known exceptions including but not limited to lumber and gypsum. Concentrations of lube oil below 170 mg/kg were detected in some locations throughout the site.

### 2.2 Area B

In total, Area B contains approximately 9,000 cu yd of soil material. This area is divided into three sections as discussed below to further describe the contaminants present and define the limits of excavation.

#### 2.2.1 Area B.1

Area B.1 contains approximately 1,500 cu yd of fill material and includes the top 8 ft of material surrounding sampling location TNC-9. Petroleum hydrocarbon contaminants in the lube-oil range (lube oil) were detected in sample TNC-9 at a concentration of 270 milligrams per kilogram (mg/kg).

#### 2.2.2 Area B.2

Area B.2 contains approximately 7,000 cu yd of fill material and includes all fill material surrounding sample TNC-10. Lube-oil was detected between the surface and 8 ft below ground surface (bgs), at a concentration of 660 mg/kg. From 8 to 14 ft bgs, lube oil concentrations were detected at 240 mg/kg.

Area B.2 also includes the soil surrounding TP-8 and TP-11, two locations which were previously identified during characterization work performed by GeoEngineers. A single grab sample collected from TP-8 indicated concentrations of gasoline-range and lube oil-range petroleum hydrocarbons, volatile organic compounds, and carcinogenic polycyclic

aromatic hydrocarbons. One grab sample from TP-11 indicated the presence of polychlorinated biphenyls (PCBs).

### **2.2.3 Area B.3**

Area B.3 contains approximately 500 cubic yards of fill material. The area includes the fill material surrounding sample TNC-6 from 8 ft bgs to the base of the planned excavation. Two organochlorine pesticides, gamma-Chlordane and alpha-Chlordane, were detected in the fill material at concentrations of 20 µg/kg and 26 µg/kg, respectively.

### **2.3 Site Summary**

Based on the soil characterization activities at the site, none of the soil material currently designates as a dangerous waste. The Project Office estimates that approximately 15% of the material at the site is non-soil material. Soil material from Area A contains detectable concentrations of petroleum contaminants but the concentrations are low enough that the majority of this material can be considered inert waste. Material from Area B contains low levels of contaminated soil that when composited, are below Model Toxics Control Act (MTCA) Method A Cleanup Levels. If removed from the site, this material should be disposed of at a RCRA Subtitle D landfill. The requirements for handling and disposing of the material from the site are described in more detail below.

## **3.0 SOIL MANAGEMENT REQUIREMENTS**

The following procedures have been developed to manage the soils in each of the designated Areas at the TNC Site. The limits of each Area will be clearly defined at the site by the Project Office prior to the start of any excavation. Specific management procedures for the material in each of these areas are outlined below.

### **3.1 Area A**

The approximately 22,000 cu yd of soil material that is designated as Area A, will be excavated and hauled off-site by the Contractor. The Contractor is responsible for the material and will decide where to take it for disposal or reuse. The Contractor is responsible for all permits or disposal authorizations that may be required, and will follow all state and federal regulations.

If, during excavation operations the Contractor encounters materials that are suspected, through observations such as an oily sheen or discolored soils that may or may not emit strong chemical odors, to be contaminated or hazardous materials, the Contractor will immediately cease the excavation operation and notify the Engineer. The materials will be handled as described in Section 3.3.

### **3.2 Area B**

When composited the 9,000 cu yd of soil material in this Area contain low-levels of contamination that fall below MTCA Method A Cleanup Levels. The soil material will remain onsite and will be re-graded to become part of the slopes outside the wetland buffer boundary as described in the Project Plans. Once complete, the slopes will be

treated with a compost mixture and grass seeding. This will reduce the mobilization of any contaminants found in the soil material.

The Contractor will remove gypsum, plastic, miscellaneous metal, and all other debris as directed by the Engineer when encountered during the excavation and embankment operation. The Contractor will also remove all other debris with any dimension larger than 1 ft. This material will become the property of the Contractor and must be handled and disposed of in compliance with all state and federal rules and regulations.

The soil material in Area B may contain contamination other than that described in this report. If the Project Engineer, Inspector, or WSDOT HazMat Specialist suspects that material may contain contamination other than what has been previously identified, the material will be handled as described in Section 3.3. If suspect material is encountered at the channel bottom at finished grade, the Contractor will excavate down an additional 2 ft and stockpile the material as described in Section 3.3. The Contractor will then use clean dirt, compost, and bark mulch to create the finished grade.

All water that is encountered during the excavation in Area B will be collected and handled as described in Section 3.3. All other water will be diverted away from Area B so that it does not come into contact with soil and water suspected to be contaminated.

### **3.3 Discovery of Contaminated Soil and Hazardous Materials**

A WSDOT representative will observe all excavation activities. This person will help the Contractor determine, by visual and olfactory observations, if any soil or water appears to be contaminated and should be set aside as described in Sections 3.3.1 and 3.3.2 and characterized for disposal as described in Section 3.3.3.

Clean material will be distinguished from potentially contaminated material using any of the following methods: visual observations for stained soil, observations for unusual odors, a photoionization detector (PID) for detection of volatile organic compounds (VOCs), and/or sheen tests for detection of petroleum hydrocarbons. If there is doubt, the material should be set aside.

All necessary permits for this work will be furnished by WSDOT. The Contractor will be responsible for all work described below.

#### **3.3.1 Soil Stockpiling**

The Engineer will direct the Contractor where to stockpile material and whether to move the excavation operations to another location within the project limits. Soil stockpiles will be set up to allow for ease of sampling and loading for disposal. The Contractor will divert water from the stockpile containment areas, cover the containment areas with a 4-6 mil polyethylene liner, place excavated soil on the liners, and cover the soil with polyethylene sheeting. The edges of the sheeting will be secured in accordance with WSDOT 2008 Standard Specification 8-01.3(5). The Contractor will inspect the stockpiles daily and maintain the sheeting, replacing any worn or ripped sections of sheeting as directed by the Engineer. The stockpiles will be covered at all times when

not being worked. Stockpiles of suspect soils will not remain on-site for longer than 90 days. Any water that collects within the stockpile areas will require sampling and/or treatment prior to disposal as described below.

### **3.3.2 Collected Water**

Based on the previous site investigations, the collection of large quantities of water is not expected. The Engineer will direct the Contractor on how to handle and store any water collected from the project site, including but not limited to water removed from the area of contamination and free water that leaches from contaminated soil stockpiles, in a manner that prevents the spread of contamination to adjacent soil or water. The water will be characterized for disposal as described below.

### **3.3.3 Material Characterization and Disposal**

A WSDOT HazMat Specialist or an environmental consultant under the direction of the HazMat Program will collect samples from the stockpiled materials and contained water in order to characterize the material for disposal. The Contractor will provide access to the stockpiles and containers and will assist with sampling if requested by WSDOT. Once the materials have been sampled, the Contractor will not add additional material.

Prior to sample collection, a sampling and analysis plan will be created. Based on the results of the stockpile characterization, the HazMat Program may obtain authorization from the TPCHD to dispose of the material at the LRI Landfill in Graham, WA, or another permitted facility.

The Contractor is responsible for transporting and disposing of all stockpiled materials at a legally permitted disposal facility. The Contractor will provide WSDOT with a copy of the shipping manifest or bill of lading indicating the type and amount of material hauled to disposal, and bearing the site operator's confirmation for receipt of the material.

At the conclusion of the project, WSDOT will document the quantities of contaminated material hauled off the project site and identify where they were taken.

## **4.0 LIMITATIONS**

This report is intended for the exclusive use of WSDOT, Tacoma Parks, Tacoma-Pierce County Health Department, and their representatives. We believe that the conclusions stated here are factual and generally representative of conditions at the project area, but no guarantee is made or implied. Providing the report to others not a part of this project, or using it for other projects or purposes, can result in misunderstandings or incorrect assumptions. Any questions regarding this report should be directed to Sarah Taylor at 360-570-6696.

*Sarah Taylor*

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Sarah Taylor

**Table 1. 2009 Tacoma Nature Center Mitigation Site Soil Characterization,  
Summary of Detected Soil Constituents**

Sample-Depth	Lube Oil (ppm)	Diesel (ppm)	Pesticides (ppb)	Cadmium (ppm)	Chromium (ppm)	Lead (ppm)	PCBs (ppm)
TNC-1-0.0-8.0	ND	ND	NA	ND	27	16	NA
TNC-1-8.0-16.0	ND	ND	NA	1.1	21	21	NA
TNC-2-0.0-8.0	ND	ND	NA	ND	33	11	NA
TNC-2-8.0-10.0	ND	ND	NA	ND	20	ND	NA
TNC-3-0.0-8.0	ND	ND	NA	ND	27	11	NA
TNC-3-8.0-20.0	100	ND	NA	ND	21	14	NA
TNC-4-0.0-8.0	ND	ND	NA	ND	26	17	NA
TNC-4-8.0-14.0	ND	ND	NA	ND	23	49	NA
TNC-5-0.0-8.0	170	ND	NA	ND	22	8.4	NA
TNC-5-8.0-13.0	82	ND	NA	ND	24	25	NA
TNC-6-0.0-8.0	ND	ND	ND	ND	25	ND	ND
<b>TNC-6-8.0-14.5</b>	87	ND	<b>20/26<sup>a</sup></b>	ND	30	71	ND
TNC-7-0.0-8.0	ND	ND	NA	ND	24	14	NA
TNC-7-8.0-14.0	ND	ND	NA	ND	27	11	NA
TNC-8-0.0-8.0	64	ND	NA	ND	34	18	NA
TNC-8-8.0-15.0	ND	ND	NA	ND	40	16	NA
<b>TNC-9-0.0-8.0</b>	<b>270</b>	ND	ND	ND	26	27	ND
TNC-9-8.0-19.0	160	40	ND	ND	23	25	ND
<b>TNC-10-0.0-8.0</b>	<b>660</b>	ND	ND	ND	20	23	ND
<b>TNC-10-8.0-14.0</b>	<b>240</b>	ND	ND	ND	24	30	ND
<b>Inert Acceptance</b>	<b>200</b>	<b>200</b>	<b>0</b>	<b>2</b>	<b>2000</b>	<b>250</b>	<b>0</b>

## Notes:

NA - not analyzed

ND - non-detect

Shaded boxes - constituents found at concentrations above Inert Acceptance Criteria.

<sup>a</sup> Detected pesticides included gamma-Chlordane and alpha-Chlordane.

