

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



THE STATE OF TEXAS
 COUNTY OF TRAVIS
 I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY
 OF A TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 DOCUMENT, WHICH IS FILED IN THE PERMANENT RECORDS
 OF THE COMMISSION ON ENVIRONMENTAL QUALITY AND THE
 SEAL OF THIS AGENCY.
 JAN - 5 - 2009
 LAGARRA EAST/WHEELA, CHIEF CLERK
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF THE
 SITE KNOWN AS
 FORCE ROAD OIL AND VACUUM
 TRUCK COMPANY
 STATE SUPERFUND SITE

§
 §
 §
 §
 §

BEFORE THE
 TEXAS NATURAL RESOURCE
 CONSERVATION
 COMMISSION

AGREED ADMINISTRATIVE ORDER (AO)

I. INTRODUCTION

On [AUG 21 2002], the Texas Natural Resource Conservation Commission (TNRCC or Commission) considered the Executive Director's (ED) allegations of the existence of a release or threatened release of the substances listed in Exhibits B and C into the environment on, at, or from the Force Road Oil and Vacuum Truck Company State Superfund Site that may pose an imminent and substantial endangerment to the public health and safety or the environment pursuant to the Texas Solid Waste Disposal Act, Tex. Health and Safety Code, Chapter 361 (Act), and the ED's requested relief, including but not limited to issuance of a Commission order to require Respondents to conduct a Remedial Investigation and Feasibility Study (RI/FS), as authorized by Sections 361.185 and 361.272 of the Act.

After proper notice, the Commission, only for the purpose of settlement and entry of this AO, and without any admissions by Respondents hereto, except for the purposes of enforcing this AO, makes the following Findings of Fact and Conclusions of Law:

II. FINDINGS OF FACT

- A. The potentially responsible parties (PRPs) listed in Exhibit A entered into this AO as Respondents and agree to entry of this AO but do not admit liability except for the purpose of enforcing this AO. By entering into this AO, no Respondent admits any liability arising out of the transactions or occurrences alleged to have resulted in the release or threatened release of solid waste or hazardous substances at or from the Site, and the execution of this AO does not constitute an admission that a Respondent is a responsible party.
- B. The portion of the Site used for ranking purposes occupies between 9 and 12 acres out of a leased 28 acre tract of land inherited by Sarabeth

Caldwell Waller upon the death of Robert Milam Caldwell, Jr. on December 7, 1997. This portion of the Site is bounded on the north by County Road 573 and the remainder of the 28 acres, on the west by an inactive drainage canal, and on the east and south by agricultural land. The Site has a physical address of 1722 County Road 573 (Alloy Road) in Brazoria County and is described on the land records of Brazoria County as follows:

The 28 acres being described by metes and bounds as follows:

BEGINNING at the northwest corner of said 87.28 acres;

THENCE South with the West line there of 763.3 varas to a point for corner;

THENCE East and parallel with the North line of said 87.28 acres 207 varas to the East line thereof;

THENCE North with said East line 763.6 varas to the Northeast corner of said 87.28 acres;

THENCE West with the North line thereof 207 varas to the place of beginning;

and containing 28 acres, and being the same tract of land conveyed to H.M. McCullough by the said R.I. Reid instrument dated January 6, 1936, recorded in Vol.275, page 621, Deed Records of Brazoria County, Texas, to which reference is here made.

Its coordinates are 29°28'30" north latitude and 95°26'57" west longitude.

- C. The Site consists of the area described by metes and bounds in Paragraph B above. In addition, the Site also includes any area (excluding the Force, Inc. Lawndale Facility located in Harris County, Texas, and other facilities to which solid wastes and/or hazardous substances may have been transported from the Site) upon which those substances listed in Exhibits B or C were processed, deposited, stored, disposed of, or placed or otherwise came to be located as a result, either directly or indirectly, of releases of hazardous substances or solid wastes from the area described by metes and bounds in Paragraph B. For purposes of the substances listed in Exhibit C, the Site also includes all contiguous land, including structures, appurtenances, other improvements on the land, and one or more landfill units, surface impoundment units, or combinations of units, used for processing, storing, or disposing of the substances listed in Exhibit C. For purposes of the surface investigation, the Site shall not include any portion of County Road 573 east of the eastern boundary of the Site. Respondents agree to investigate the drainage ditch on the south side of County Road 573 to determine the extent of any contamination resulting from drainage or discharge of hazardous substances and/or solid wastes from the site.

- D. The Site was proposed for listing on the State Registry in the Texas Register, 25 Tex. Reg. 10414, on October 13, 2000.
- E. The Site has a Hazard Ranking System score of 23.0, determined in accordance with 30 Texas Administrative Code (TAC) Section 335.343.
- F. Potential chemicals of concern (COCs) at the Site include, but are not limited to, those listed in Exhibit B and C. Substances listed in Exhibit B and C have been processed, deposited, stored, disposed of, or placed or have otherwise come to be located on the Site.
- G. The substances listed in Exhibits B and C have been documented in soils, sediments, sludges and/or groundwater at the Site.
- H. The substances listed in Exhibit B include:
1. substances designated under Section 311(b)(2)(A) of the Federal Water Pollution Control Act (33 United States Code (U.S.C.) Section 1321);
 2. elements, compounds, mixtures, solutions, or substances designated under Section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9602);
 3. hazardous wastes as defined in Section 3001 of the federal Solid Waste Disposal Act (42 U.S.C. Section 6921), excluding wastes the regulation of which has been suspended by Act of Congress;
 4. toxic pollutants listed under Section 307(a) of the Federal Water Pollution Control Act (33 U.S.C. Section 1317);
 5. hazardous air pollutants listed under Section 112 of the federal Clean Air Act (42 U.S.C. Section 7412); or
 6. any imminently hazardous chemical substances or mixtures with respect to which the administrator of the Environmental Protection Agency (EPA) has taken action under Section 7 of the Toxic Substances Control Act (15 U.S.C. Section 2606).
- I. At least one or more of the substances listed in Exhibits B and C come within the definition of 'solid waste' under Section 361.003(35) of the Act or are 'hazardous substances.'
- J. Substances at the Site listed in Exhibits B and C are or threaten to be spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

- K. There exist potential pathways for exposure to the substances listed in Exhibits B and C. Exposure to the substances listed in Exhibits B and C potentially poses an unacceptable risk to human health and the environment.
- L. Exposure of persons or the environment to the substances listed in Exhibits B and C from the Site may occur.
- M. Respondents are potentially responsible as persons: that may own or operate the Site; that may have owned or operated the Site at the time of processing, storage or disposal; that may have arranged to process, store, or dispose of the substances listed in Exhibits B and C at the Site; or that may have arranged with a transporter for transport to process, store, or dispose of the substances listed in Exhibits B or C at the Site.
- N. The ED, on behalf of the Commission, provided each initially identified PRP written notification of the proposed listing of the Site on the State Registry, an opportunity to request a public meeting on that listing, and the opportunity to conduct or fund an RI/FS.

III. CONCLUSIONS OF LAW

- A. The substances listed in Exhibit B are hazardous substances as defined in Section 361.003(11) of the Act and the substances listed in Exhibit C are solid wastes as defined in Section 361.003(34) of the Act.
- B. Hazardous substances and solid wastes were processed, deposited, stored, disposed of, placed or otherwise came to be located at the Site.
- C. The Site is a "facility" within the meaning of Sections 361.181 and 361.003(36) of the Act.
- D. Based upon information regarding the Site as of the Effective Date, there is an actual release or threatened release of hazardous substances and solid wastes from the Site that may constitute or present an imminent and substantial endangerment to the public health and safety or the environment.
- E. The actions required by this AO meet the requirements of the Act and of 30 TAC Chapter 350.
- F. The actions required by this AO are approved by the Commission to address a release or threatened release at the Site.
- G. The Site is ineligible for listing on the National Priorities List (NPL).
- H. Funds from the Federal Government are unavailable for the Site because it is ineligible for the NPL.

- I. TNRCC may, at any time and in its sole discretion, identify additional PRPs, other than the Respondents, as evidence becomes available.

IV. EXHIBITS AND DEFINITIONS

- A. The following exhibits are incorporated by reference into this AO:

- Exhibit A List of Respondents
- Exhibit B List of Hazardous Substances
- Exhibit C List of Solid Wastes
- Exhibit D Minimum Site Fencing and Signage Requirements [if needed for additional fencing]
- Exhibit E Consent Form
- Exhibit F Access Agreements for the Force Road Oil and Vacuum Truck Company State Superfund Site
- Exhibit G Schedule of Submittals
- Exhibit H COC Determination Sampling Event

- B. The following terms shall have the meaning set out below:

- Day A calendar day.
- Deputy Director The Deputy Director of TNRCC's Office of Permitting, Remediation and Registration and her/his designee.
- Defaulting Respondents Any Respondent that fails to comply with the terms and conditions of this AO as per Section XX, Defaulting Respondents.
- Effective Date The Day that is ten (10) Days after the issue date of this AO.
- Executive Director The ED of TNRCC or his staff.
- Parties The Respondents and the Commission.
- Project Manager The individual designated by the ED to oversee implementation of this AO on behalf of the Commission and to coordinate communications with Respondents. This term also includes persons designated by the Project Manager.
- Remedial Those actions taken at the Site consistent with Section

Action	361.003(29) of the Act.
Respondents	Those persons listed in Exhibit A that are not Defaulting Respondents as per Section XX, Defaulting Respondents.
Sections	Those major divisions of this AO designated by Roman numerals.
Site Coordinator	The individual designated by Respondents to oversee the Work on behalf of Respondents and to coordinate communications and deliverables with the ED.
Site Representative	As to the Commission, those persons designated by the Project Manager as authorized to conduct oversight activities pursuant to this AO.
Submittals	Any Submittals, data, information, document, records, plan, report or other item required pursuant to this AO and requiring review or approval of the ED. All Submittals and drafts thereof are to be submitted to the ED in writing unless otherwise expressly provided in this AO.
Work	All activities to be undertaken or performed in accordance with and as required by this AO.

V. ORDER

Therefore, the Commission orders:

- A. This AO shall apply to and be binding upon Respondents and their respective heirs, successors, and assigns. Respondents are jointly and severally responsible for performing the Work. No change in ownership or corporate status and no acquisition of any Respondent shall alter the responsibilities under this AO. Except as provided for in Section XX, Defaulting Respondents, Respondents shall not be liable to the Commission for oversight costs of the RI/FS.
- B. Respondents shall provide a copy of this AO to all current and future lessees of the Site during the pendency of this AO and to any prospective owners or successors before all or substantially all property rights, stock, or assets are transferred. Respondents shall provide a copy of this AO to all contractors, subcontractors, laboratories, and consultants retained by Respondents to perform any Work within thirty (30) Days after the Effective Date or the date such services are retained, whichever date is later. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this AO and for ensuring that their contractors and agents comply with this AO.

- C. Respondents may not substantially change the manner in which the Site is used without notifying the ED in accordance with Section 361.186(b) of the Act and receiving written approval from the ED for the change. A substantial change in use is defined as per Section 361.186 of the Act and 30 TAC Section 335.342.
- D. Not later than ninety (90) Days before any transfer of any property interest in any property included within the Site, any Respondent that owns or leases real property at the Site shall submit the transfer documents to the ED.
- E. Respondents shall file a notice in the real property records of Brazoria County within twenty-one (21) Days after the Effective Date. The notice shall identify the Site as one proposed for listing on the State Registry in accordance with Section 361.184(f) of the Act. Respondents shall provide a certified copy of the notice to the Project Manager within ten (10) Days from filing such notice.
- F. Except as provided in Section XIX, Stipulated Penalties, terms of Sections VI, Fencing Requirements, VII, Removals, and VIII, Remedial Investigation and Feasibility Study (RI/FS), may be amended or waived upon the ED's written approval. No other term of this AO may be amended without written Commission approval.

VI. FENCING REQUIREMENTS

- A. The Commission has installed a fence. The Respondents shall maintain the fence and all associated warning signs in accordance with Exhibit D. Any new fencing installed by Respondents shall conform to the specifications listed in Exhibit D.

VII. REMOVALS

- A. Respondents may perform approved removal actions, as defined in Section 361.003(30) of the Act, (Removal) at the Site if the Respondents determine that immediate action is appropriate to protect human health or the environment or to facilitate the RI.
- B. If Respondents determine that a Removal is necessary, Respondents shall provide immediate written notification to the ED who must provide written approval of a Removal. The schedule for submittals of deliverables for a Removal is as follows:
 - 1. Removal Action Work Plan (RAWP)

In accordance with the schedule in Exhibit G, Respondents shall submit a Removal Action Work Plan (RAWP) to the ED for

review and approval. The RAWP shall, at a minimum, include the following:

- a. A description of the areas of concern or storage units from which material will be removed;
- b. An Onsite Health and Safety Plan (OnHASP), as defined in Section VIII;
- c. An Offsite Health and Safety Plan (OffHASP), as defined in Section VIII;
- d. A description of removal and monitoring procedures to be used;
- e. Estimated volume of material to be removed;
- f. A description of manifesting procedures. TNRCC will not sign manifests; therefore, manifesting requirements shall be Respondents' responsibility;
- g. An identification of any transporter and disposal facility proposed to be used (including their respective registration and/or permit numbers);
- h. Procedures to be implemented during and following Removal to ensure that no release or increased threat of release to the environment will occur as a result of Removal;
- i. Procedures proposed for sampling and analyzing materials remaining on Site (e.g., soil, groundwater);
- j. A description of any other Removal activities to take place on Site; and
- k. A schedule outlining the major tasks to be completed during the Removal, including specific time frames for completing the identified tasks.

2. Removal Action Report (RAR)

Within sixty (60) Days of completion of the tasks identified in the RAWP, Respondents shall submit a Removal Action Report (RAR) to the ED for review and approval.

The RAR shall, at a minimum, include the following:

- a. A description of all Removal and sampling activities that have been performed at the Site;
 - b. Results of all sample analyses and conclusions regarding remaining constituents at the Site;
 - c. Documentation of proper transport and disposal of materials, including copies of all manifests; and
 - d. Certificates of Destruction.
- C. Nothing in the preceding paragraphs shall be deemed to limit any authority of the State of Texas to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances or solid waste on, at, or from the Site.

VIII. REMEDIAL INVESTIGATION AND FEASIBILITY STUDY (RI/FS)

- A. The RI/FS shall be designed to complete an investigation and evaluation in accordance with 30 TAC Chapter 335 Subchapter K and 30 TAC Chapter 350. The RI/FS shall consist of the planning, field implementation, laboratory analyses, data assessment, and reporting to provide sufficient information to allow the ED to select an appropriate Remedial Action in accordance with 30 TAC Chapter 350 and Chapter 335 Subchapter K. Respondents shall collect sufficient data during the RI to delineate the horizontal and vertical extent, velocity, and direction of all potential COCs, hazardous substances, and solid wastes released or threatened to be released at, or from the Site that may present an imminent and substantial endangerment to the public health and safety or the environment. The investigation shall continue both horizontally and vertically to the appropriate Assessment Level (AL) in accordance with 30 TAC Section 350.51. The RI/FS shall, at a minimum, include the following Submittals:

1. Phase 1 Affected Property Assessment Work Plan (Phase 1 Work Plan)

The Phase 1 Work Plan shall meet the requirements of 30 TAC Chapter 335 Subchapter K and 30 TAC Chapter 350. The initial Submittals and any subsequent Submittals of the Phase 1 Work Plan shall be made in accordance with the schedule listed in Exhibit G. The Phase 1 Work Plan shall, at a minimum, consist of the following:

- a. Conceptual Site Model (CSM)

The CSM shall be based on existing data and shall be developed and refined through the investigation process using the APAR format. The CSM shall be presented in APAR worksheets and shall include:

- (1) A site profile that includes chemical processes and waste management practices that occurred or are occurring at the Site, and identifies both historical and current Site structures, process areas, waste management units, property boundaries, and features that may affect Site characterization or remedy selection or implementation and that may have impacted actual or potential releases;
- (2) Land use and exposure profiles that include current land uses of the Site and adjacent properties, emphasizing specific uses (e.g., single-family homes, retail shopping, agriculture, etc.), actual resource use locations (water supply wells, surface water intakes, etc.), subpopulation types and locations (schools, hospitals, daycare centers, etc.), potential exposure scenarios (residential, industrial, subsistence farming, or subsistence fishing, etc.), and potential exposure pathways identifying the potential sources, release and migration mechanisms, exposure media, exposure routes, and receptors;
- (3) A preliminary ecological profile that identifies ecological habitats on or near the Site;
- (4) A physical profile that includes topographical features (e.g., hills, gradients, surface vegetation, pavement, etc.), surface water features such as drainage routes, surface water bodies, wetlands, and watershed parameters and characteristics, surface geology including soil types and parameters, outcrops, and faulting, subsurface geology including stratigraphy, continuity, and connectivity, hydrogeologic information identifying the water-bearing zones, hydrologic parameters, and impermeable strata, and soil boring and monitoring well logs and locations; and
- (5) A release profile that includes identification of potential COCs including transformation and companion products, potential source locations

where no releases have occurred, source locations where a release has been confirmed, delineation of potential and known areas of potential COC contamination, distribution and magnitude of potential COCs, known or potential migration routes, fate and transport modeling parameters, identification of preliminary Critical Protective Concentration Levels (Critical PCLs) and ALs in accordance with 30 TAC Chapter 350 for the potential COCs.

b. Phase 1 Field Sampling Plan (Phase 1 FSP)

The Phase 1 FSP shall provide the specific methods by which Respondents propose to determine the nature and extent of the release of hazardous substances and solid wastes in the air, soils, ground water, surface water, and sediments at the Site and shall include:

- (1) A description and evaluation of existing data and information pertinent to the Site including historical use and previous investigations;
- (2) A list of analytical chemistry methods that will be used and an indication of the analytical methods proposed for each sample. These methods shall be chosen in accordance with 30 TAC 350.54(e)(6);
- (3) For each analytical method a list of target analytes (i.e. a list of potential COCs which will be analyzed for) as described in Exhibit H.
- (4) In order to address sensitivity requirements, Respondents shall select a standard available analytical method that provides a method quantitation limit (MQL) below the necessary level of required performance (LORP) for each analyte. For purposes of investigation in accordance with 30 TAC Chapter 350, the AL, described in 30 TAC Sections 350.4(a)(3) and 350.51(b-f), is the necessary LORP;
- (5) The rationale for the sampling design, including the number location, type of samples and the intended use of each sample datum;
- (6) Potential ARARs for this project are 30 TAC Chapter 350 and 361.003(11) of the Texas Health &

Safety Code and Chapter 26 of the Texas Water Code and the respective PCLs contained therein or derived therefrom.

- (7) A description of the sampling equipment and techniques, the number, sample collection and preservation procedures, and chain of custody procedures;
- (8) A scaled drawing of the Site, showing approximate locations of proposed samples and site features (fences, buildings, structures, wells, drainage features, etc.);
- (9) Section 8 of the Phase 1 FSP shall be entitled "Exceptions, Additions and Changes to the State Superfund Program QAPP for the Force Road Oil and Vacuum Truck Company State Superfund Site" and the first sentence in this section shall state "This Phase 1 Field Sampling Plan and the State Superfund Program QAPP (document number 200919.2, or most recent update), including the exceptions and additions below, shall constitute the Sampling and Analysis Plan for the Force Road Oil and Vacuum Truck Company State Superfund Site."

c. Quality Assurance Project Plan (QAPP)

- (1) The QAPP shall meet the requirements specified in the State Superfund Program QAPP (document number 200919.2, or most recent update), as amended with approved site-specific exceptions and additions. The State Superfund Program QAPP shall be adopted by reference in the Phase 1 FSP.
- (2) All exceptions and additions to the State Superfund Program QAPP shall be included under Section 8 of the Phase 1 FSP.

d. Standard Operating Procedures (SOPs) for Field Procedures

The Respondents shall include SOPs for all field procedures proposed with the APAR Work Plan. The TNRCC State Superfund Program has developed a library of SOPs on field activities which may be utilized by Respondents. The use of these SOPs may significantly reduce TNRCC review time and Respondents are

encouraged to use them. However, Respondents may choose to develop SOPs themselves. If the Respondents develop and submit SOPs, the format established in the TNRCC State Superfund SOP library should be used. Respondents shall develop and submit for review and approval any necessary field SOPs not covered in the TNRCC State Superfund SOP Library.

e. Phase 1 Data Quality Objectives Documentation (Phase 1 DQOD)

Respondents shall prepare and submit a Phase 1 DQOD which records significant decision items that form the basis of the sampling design. Respondents shall develop and document the seven step DQO process for each different sampling strategy, in accordance with *Guidance for the Data Quality Objectives Process*, EPA QA/G-4. The Phase 1 DQOD shall describe the process of determining the quantity and quality of data collection needed for Phase 1 of the investigation.

f. Preliminary Tier 1 Exclusion Criteria Checklist (Tier 1 Checklist)

The preliminary Tier 1 Checklist shall be completed in accordance with 30 TAC Section 350.77 and shall be based on the data available at the time that the Phase I APAR is prepared.

g. Phase 1 Schedule

The Phase 1 Schedule shall outline the major tasks to be performed as part of the Work including, without limitation, a Gantt or other similar chart demonstrating the specific time frames for completing the identified tasks and shall be submitted as part of the Phase 1 Work Plan.

h. Onsite Health and Safety Plan (OnHASp)

The OnHASp shall include all appropriate measures to provide personnel safety and protection as per 29 Code of Federal Regulations (CFR) Parts 1910 and 1926. Notwithstanding anything to the contrary in this AO, the ED will not approve, disapprove, or provide comments on the OnHASp.

i. Offsite Health and Safety Plan (OffHASp)

The OffHASP shall address all necessary site security measures including but not limited to fencing, sign posting, and temporary control of PCOC releases. In accordance with 30 TAC Section 335.348(i), the OffHASP shall also address the protection of the public from potential hazards including, but not limited to, fugitive dusts or volatiles, drainage and other releases of potential COCs, excessive noise, and physical aspects of heavy equipment associated with the investigation.

2. Phase 1 Affected Property Assessment Report (Phase 1 APAR)

The Phase 1 APAR shall be completed in accordance with 30 TAC Chapter 350 Subchapter C and shall include a comprehensive evaluation of all data collected during implementation of the Phase 1 Work Plan.

3. Phase 2 Affected Property Assessment Work Plan (Phase 2 Work Plan)

The Phase 2 Work Plan shall meet the requirements of 30 TAC Chapter 335 Subchapter K and 30 TAC Chapter 350. The initial Submittals and any subsequent Submittals of the Phase 2 Work Plan shall be made in accordance with the schedule in Exhibit G. The Phase 2 Work Plan shall, at a minimum, consist of the following:

a. Phase 2 Field Sampling Plan (Phase 2 FSP)

The Phase 2 FSP shall provide the specific methods by which Respondents propose to determine the nature and extent of the release of hazardous substances and solid wastes in the air, soils, ground water, surface water, and sediments at the Site and shall include:

- (1) A description and evaluation of existing data and information pertinent to the Site including historical use and previous investigations;
- (2) A list of analytical chemistry methods that will be used and an indication of the analytical methods proposed for each sample;
- (3) For each analytical method a list of target analytes (i.e. a list of potential COCs which will be analyzed for) as described in Exhibit H.

- (4) In order to address sensitivity requirements, Respondents shall select a standard available analytical method that provides a method quantitation limit (MQL) below the necessary level of required performance (LORP) for each analyte. For purposes of investigation in accordance with 30 TAC Chapter 350, the AL, described in 30 TAC Sections 350.4(a)(3) and 350.51(b-f), is the necessary LORP;
- (5) The rationale for the sampling design, including the number location, type of samples and the intended use of each sample datum;
- (6) Potential ARARs for this project are 30 TAC Chapter 350 and 361.003(11) of the Texas Health & Safety Code and Chapter 26 of the Texas Water Code and the respective PCLs contained therein or derived therefrom.
- (7) A description of the sampling equipment and techniques, the number, sample collection and preservation procedures, and chain of custody procedures;
- (8) A scaled drawing of the Site, showing approximate locations of proposed samples and site features (fences, buildings, structures, wells, drainage features, etc.);
- (9) Section 8 of the Phase 2 FSP shall be entitled "Exceptions, Additions and Changes to the State Superfund Program QAPP for the Force Road Oil and Vacuum Truck Company State Superfund Site" and the first sentence in this section shall state "This Phase 2 Field Sampling Plan and the State Superfund Program QAPP (document number 200919.1, or most recent update), including the exceptions and additions below, shall constitute the Sampling and Analysis Plan for the Force Road Oil and Vacuum Truck Company State Superfund Site."

b. Phase 2 Data Quality Objectives Documentation (Phase 2 DQOD)

Respondents shall prepare and submit a Phase 2 DQOD which records significant decision items that form the basis

of the sampling design. Respondents shall develop and document the seven step DQO process for each different sampling strategy to be utilized in Phase 2, in accordance with *Guidance for the Data Quality Objectives Process*, EPA QA/G-4. The Phase 2 DQOD shall describe the process of determining the quantity and quality of data collection needed for Phase 2 of the investigation.

c. Phase 2 Schedule

The Phase 2 Schedule shall outline the major tasks to be performed as part of the Work including, without limitation, a Gantt or other similar chart demonstrating the specific time frames for completing the identified tasks. It shall be submitted as part of the Phase 2 Work Plan.

4. Phase 2 Affected Property Assessment Report (Phase 2 APAR)

The Phase 2 APAR shall be completed in accordance with 30 TAC Chapter 350 Subchapter C and shall include a comprehensive evaluation of all data collected during implementation of the Phase 2 Work Plan.

5. Final Tier 1 Exclusion Criteria Checklist (Tier 1 Checklist) [if applicable]

The final Tier 1 Checklist shall be completed in accordance with 30 TAC Section 350.77 and shall be based on the data available after the completion of the APAR. If the ED determines, based on the results of the preliminary Tier 1 Checklist or the Respondents' intent to complete a Tier 2 or Tier 3 ecological evaluation, that it is appropriate, Respondents may forgo the submittal of the final Tier 1 Checklist.

6. Tier 2: Screening-Level Ecological Risk Assessment (SLERA) [if applicable]

Respondents shall submit the SLERA if the ED determines that a Tier 2 SLERA is necessary or appropriate in accordance with 30 TAC Chapter 350. The SLERA shall be completed in accordance with 30 TAC Section 350.77 and associated TNRCC ecological guidance documents. If necessary, ecological PCLs shall be developed and considered in the determination of final Critical PCLs and in the selection and design of any Remedial Action.

7. Tier 3: Site-Specific Ecological Risk Assessment (SSERA) [if applicable]

Respondents shall submit the SSERA if a Tier 3 SSERA is necessary or appropriate in accordance with 30 TAC Chapter 350. The SSERA shall be completed in accordance with 30 TAC Section 350.77 and associated TNRCC ecological guidance documents. If necessary, ecological PCLs shall be developed and considered in the determination of final Critical PCLs and in the selection and design of any Remedial Action.

8. Protective Concentration Levels Document (PCLs Document)

Respondents shall determine PCLs and Critical PCLs in accordance with the requirements of 30 TAC Chapter 350. The PCLs Document shall include, without limitation: an identification of all complete exposure pathways and all exposure pathways reasonably anticipated to be completed; an identification of other exposure pathways evaluated in accordance with 30 TAC Section 350.71(c)(8) and an explanation of why those pathways were not considered to be complete or were not reasonably anticipated to be completed; documentation that the data necessary to support the development of PCLs and remedy selection have been adequately and appropriately collected; and documentation of the derivation of all Risk-based Exposure Limits (RBELs) and PCLs and the determination of the critical PCLs for environmental media including all associated assumptions and calculations.

In accordance with 30 TAC Chapter 350, the PCLs Document, which is submitted separately as shown in Exhibit G, shall be incorporated into the APAR.

9. Response Action Plan (RAP) for Remedial Action

The RAP shall be submitted in accordance with the schedule in Exhibit G and shall comply with 30 TAC Section 350.94. It shall include, without limitation, the following:

a. Data on Environmental Media, Solid Wastes and/or Hazardous Substances Requiring Remedial Action

Respondents shall provide data on the type, location, and estimated volume of environmental media, solid wastes and/or hazardous substances requiring Remedial Action. Respondents shall provide sufficient information to allow the ED to select a Remedial Action in accordance with the Act.

b. Proposed and Alternative Remedial Actions

In accordance with 30 TAC Chapter 335, Respondents shall develop alternative Remedial Actions and recommend the proposed Remedial Action.

c. Cost Information

The RAP shall include cost information for the proposed Remedial Action as well as for alternative Remedial Actions.

d. Professional Engineer's Seal

The RAP shall be signed and sealed by a professional engineer licensed in the State of Texas.

- B. The ED or his Site Representatives may take splits or duplicates of any samples obtained by Respondents or their Site Coordinators at the Site during the Work and shall provide the analytical results to Respondents within sixty (60) Days of receipt of the analytical results. Respondents shall provide assistance necessary for the ED to take any such split or duplicate samples. Additionally, the Respondents may take splits or duplicates of any samples obtained by the ED or his Site Representatives.

IX. NOTICE OF FIELD ACTIVITIES

- A. Respondents shall provide written notification to the ED and shall provide oral notification to the Project Manager at least fourteen (14) Days prior to initiating any field activities conducted pursuant to this AO. All such notices shall include a list of those field activities covered by the notice. Subsequent field activities not covered by previous notices must also be noticed to the ED at least fourteen (14) Days prior to initiation.
- B. If for any reason field activities cannot begin on the date set forth in the notice, Respondents shall promptly provide revised written and oral notice as described above and indicate the anticipated start date of such activities.
- C. If failure to provide adequate notice under this Section results in the inability of the ED to oversee field activities, the Respondents will provide such information and documentation necessary to assure the ED that field activities have been conducted in accordance with ED approved plans and procedures. Should Respondents be unable to provide such assurance, the ED may require Respondents to take appropriate actions, including reperformance of any Work performed without the ED's oversight.

X. PROGRESS REPORTS

- A. Beginning on the tenth Day of the month following the Effective Date, Respondents shall submit written monthly progress reports to the ED describing all Work undertaken during the preceding month. Respondents' obligation to submit monthly progress reports continues until the ED notifies Respondents, in writing, under Section XXXIII, Termination and Satisfaction, that the Work has been completed to the ED's satisfaction. For the purposes of a Removal Action, the ED may request and the Respondents shall submit reports on a more frequent basis.
- B. These progress reports shall, at a minimum, include: a general description of activities and progress during the reporting period, activities projected to be commenced or completed during the next reporting period, and any problems encountered or anticipated by Respondents in performing or completing the Work; a description of all data received during the reporting period; and an up-to-date progress schedule.
- C. If a progress report submitted by Respondents is deficient, the ED will notify Respondents within ten (10) Days of receipt of such progress report by the ED. The notice will include comments and a description of the deficiencies.
- D. Within ten (10) Days of Respondents' receipt of a notice of deficiency, Respondents shall make such changes as the ED reasonably deems necessary and resubmit the progress report to the ED.

XI. DESIGNATED PROJECT MANAGER/SITE COORDINATOR

- A. No later than the Effective Date, the ED will designate a Project Manager.
- B. All communications, whether written or oral, from Respondents to the ED shall be directed, at a minimum, to the designated Project Manager.
- C. Within ten (10) Days after the Effective Date, Respondents shall appoint a Site Coordinator and provide written notice to the Project Manager containing the Site Coordinator's name, address, phone number, facsimile number, pager number (if applicable) and e-mail address (if applicable) at which he or she may be contacted in case of emergency. The Site Coordinator shall be responsible for notifying the ED in accordance with Section IX, Notice of Field Activities.
- D. The Project Manager shall have the authority to require that the RI/FS be performed in accordance with all applicable statutes and regulations and this AO and to require a cessation of the performance of any part or all of the Work that:

1. In the Project Manager's opinion, may present or contribute to an imminent and substantial endangerment to public health, welfare or the environment because of an actual or threatened release of hazardous substances or solid wastes from the Site; or
 2. In the Project Manager's opinion, is not in conformance with any approved work plan; or
 3. In the Project Manager's opinion, is a violation of any work plan, HASP, or QAPP developed under this AO.
- E. Within 24 hours after the Project Manager issues an oral order to halt any or all of the Work, the Project Manager will provide a brief explanation of the basis for such order. As soon as possible, but in no event more than fourteen (14) Days after the initial order, a written explanation of the basis for such order will be provided to the Site Coordinator. Work directly related to the cessation order may be resumed only after the basis for the cessation has been corrected and instructions to proceed have been provided by the Project Manager. All additional costs associated with such cessation of Work are Respondents' responsibility.
- F. During the RI/FS, the Project Manager and Site Coordinator shall hold meetings or teleconferences at least bi-monthly, as appropriate, to review the progress and details of the RI/FS and to review and resolve any discrepancies in data. At least seven (7) Days prior to each meeting, Respondents shall deliver an agenda for the meeting and any documents to be discussed to the Project Manager.
- G. The ED and Respondents may change their respective Project Manager or Site Coordinator by informing the other Party of the name, address, and telephone number of the new Project Manager or Site Coordinator in writing at least seven (7) Days prior to the change.
- H. The Project Manager may assign other persons, including, without limitation, other TNRCC employees or contractors, to serve as a Site Representative and may temporarily delegate her or his responsibilities to such Site Representative. The Project Manager shall notify the Site Coordinator orally or in writing of such delegation.

XII. SUBMITTALS REQUIRING THE EXECUTIVE DIRECTOR'S APPROVAL

- A. The following Submittals including, without limitation, parts thereof, require review and approval by the ED in accordance with this AO:

Fence Location Drawing [if additional Fence is installed or existing Fence is moved]

Removal Action Work Plan [if removal action occurs]

Removal Action Report [if removal action occurs]

Phase 1 Affected Property Assessment Work Plan

Phase 1 Affected Property Assessment Report

Phase 2 Affected Property Assessment Work Plan [if Phase 2 occurs]

Phase 2 Affected Property Assessment Report [if Phase 2 occurs]

Response Action Plan

- B. Respondents shall submit two (2) hard copies of any draft Submittal and shall provide electronic versions of any draft Submittal in the format designated by the ED. All such Submittals shall comply with the respective requirements of this AO.
- C. Respondents shall submit three (3) hard copies of any final Submittal and shall provide electronic versions of any final Submittal in the format designated by the ED. All such Submittals shall comply with the respective requirements of this AO.
- D. Initial Submittals and any subsequent Submittals shall be submitted to the ED in accordance with the schedule in Exhibit G.
- E. The ED will review the initial Submittal and all subsequent Submittals and will provide written notification to the Site Coordinator of his approval or disapproval.
- F. If the ED approves the Submittal, the ED will provide written notification to the Site Coordinator and the Respondents shall proceed with completion of the next established milestone indicated in Exhibit G.
- G. If the ED disapproves the Submittal, the ED will provide written comments to the Site Coordinator. After receiving written comments from the ED, Respondents shall submit a revised Submittal and a revised Submittal in redline, strikeout format in accordance with the schedule established in Exhibit G. Respondents shall also submit a discussion which clearly and explicitly indicates how each of the ED's comments on the previous Submittal has been satisfactorily addressed and discusses all other revisions or changes made to the previous Submittals.
- H. Any subsequent Submittal thereafter shall also be submitted in accordance with the schedule established in Exhibit G.
- I. Upon the ED's approval of a Submittal, it shall be incorporated into this AO for all purposes and shall be enforceable pursuant to this AO.

- J. Any approved Submittal may be modified as per Section XVIII, Modification and Deadline Extensions.
- K. The ED's approval of Submittals or modifications is administrative in nature and allows Respondents to proceed to the next step in the RI/FS. The ED's approval does not imply any warranty of performance.
- L. If Respondents generate analytical data at the Site, not otherwise required by this AO, that indicates an endangerment to human health or the environment, then Respondents shall provide written notice to the ED of such data. All such data shall be provided in writing to the ED within twenty (20) Days of any written request from the ED for such data.
- M. Except as provided by the Public Information Act, Texas Government Code Chapter 552, all data, records, reports, plans, information, and documents submitted to the ED by Respondents in accordance with Paragraph L and pursuant to this AO and all Submittals shall be available to the public.

XIII. ENDANGERMENT AND EMERGENCY RESPONSE

- A. In the event of any action or occurrence during the performance of the Work that causes or threatens a release of a hazardous substance or solid waste that may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate and practicable action to prevent, abate, or minimize such release or endangerment and shall immediately notify the Project Manager. Respondents shall also notify the Commission's Emergency Response Unit, Region 12. Respondents shall take such action in accordance with all applicable provisions of the HASP. If Respondents fail to take appropriate response action as required by this Section and the Commission takes such action instead, Respondents shall reimburse the Commission all costs of the response action. Payment of such costs shall be made to the Hazardous and Solid Waste Remediation Fee Account within sixty (60) Days of receipt of a demand letter from the ED stating the amount owed.
- B. Nothing in the preceding paragraph shall be deemed to limit any authority of the State of Texas to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances or solid wastes to the environment from the Site.

XIV. NOTICES AND SUBMITTALS

All notices required by this AO shall be in writing unless otherwise expressly authorized by this AO or by the Project Manager. All such notices and all

Submittals shall be submitted to the following addressees or to such other addressees as the Parties may designate by written notice to all other Parties:

As to the Texas Natural Resource Conservation Commission:

For mail:

Texas Natural Resource Conservation Commission
Remediation Division
Superfund Cleanup Section (MC 143)
P.O. Box 13087
Austin, TX 78711-3087
Attention: Project Manager/Force Road Oil and Vacuum Truck
Company State Superfund Site

For overnight express mail or delivery service:

Texas Natural Resource Conservation Commission
Project Manager (MC 143)
Force Road Oil and Vacuum Truck Company State Superfund Site
Superfund Cleanup Section
Building D, Floor 2, Room 211
12100 Park 35 Circle
Austin, TX 78753

By Facsimile

Project Manager
Force Road Oil and Vacuum Truck Company State Superfund Site
Superfund Cleanup Section
(512) 239-2449

As to Respondents:

Tracy D. Hester
Bracewell & Patterson, L.L.P.
711 Louisiana, Suite 2900
Houston, TX 77002

XV. RECORDS

- A. Respondents shall preserve, and shall instruct their contractors and subcontractors and anyone else acting on their behalf at the Site to preserve, either the originals or copies of all data, records, plans, reports, documents, and information of whatever kind, nature, or description required to be generated or submitted pursuant to this AO, including, without limitation, Submittals (collectively, Records). Notwithstanding

anything to the contrary in this AO, all Submittals shall be available to the public.

- B. All Records in Respondents' possession, custody or control, at any time prior to the termination of this AO shall be preserved for a minimum of ten (10) years after the Site has been deleted from the State Registry in accordance with Section 361.189 of the Act. After this ten (10) years, each Respondent shall notify the ED at least ninety (90) Days before destroying any Record. If the ED requests that any Record be saved, Respondents shall, at no cost to the Commission, give the ED the Record or copies of the Record.
- C. At any time prior to ten (10) years after the Site has been deleted from the State Registry in accordance with Section 361.189 of the Act, the ED may contact the Site Coordinator to determine the location and/or to obtain copies of any or all Records. Within thirty (30) Days of the ED's written request, Respondents shall provide copies of all requested Records to the Project Manager or his or her representatives at no cost to TNRCC.
- D. Any Respondent refusing to provide copies of any Record based upon a claim of privilege shall identify the Record and explain the basis for the claim. Until this AO is terminated in accordance with Section XXXIII, Termination and Satisfaction, Respondents shall maintain an index of Records that Respondents claim contain privileged information. The index shall contain, for each Record, the date, author, addressee, and subject of the Record. Respondents shall submit a copy of the index to the ED within ten (10) Days after the ED submits a written request.

XVI. ACCESS

- A. If the affected area extends beyond the area for which the Commission has already obtained access, then Respondents shall obtain or use their best efforts to obtain written access agreements to the Site within sixty (60) Days after the discovery of the additional contamination. Such agreements shall provide access for the Commission and EPA and their employees, contractors, and oversight officials; the State or local authorities and their contractors as approved by the ED; and Respondents and Respondents' authorized representatives and contractors (collectively the Authorized Representatives). Such agreements shall specify that the Commission is not liable for any loss or claim arising out of the Work. Further, all access agreements shall specify that Respondents are not the Commission's representatives with respect to liability for any activities conducted by Respondents on or at the Site. Copies of such agreements shall be provided to the ED before Respondents initiate field activities. Respondents' best efforts shall include, if necessary, providing reasonable compensation to any property owner. If access agreements are not obtained within the time referenced above, Respondents shall immediately

notify the ED of their failure to obtain access. Subject to his non-reviewable discretion, the ED may, pursuant to statutory authority, make appropriate efforts to obtain such access upon reasonable terms to Respondents. If Respondents have made best efforts but failed to obtain access pursuant to this AO, Respondents shall provide TNRCC written evidence of their best efforts to secure access. Respondents' inability to obtain such access, as determined by the ED in his sole discretion, shall be considered reasonable grounds for extending affected deadlines pursuant to Section XVIII, Modifications and Deadline Extensions.

- B. Subject to Respondents' reasonable safety and internal security requirements, the Commission and its Authorized Representatives shall have the authority to enter, move freely about, and exit the Site and those areas where documents required to be prepared or maintained by this AO are located, for the purposes of: inspecting conditions, activities, the results of activities, Records, operating logs, and contracts related to the Work; reviewing the Respondents' progress in carrying out the terms of this AO; conducting tests that the ED or his Authorized Representatives deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying data submitted to the ED by Respondents. Respondents shall allow the ED and his Authorized Representatives to inspect and copy all Records, files, photographs, documents, sampling and monitoring data, and any other writings or information required by this AO. Nothing in this AO shall be interpreted as limiting or affecting the Commission's right of entry or inspection authority under state or federal law.

XVII. DELAY IN PERFORMANCE

Except as specified in Section IX, Notice of Field Activities, and Section XXII, Force Majeure, Respondents shall notify the ED of any delay or anticipated delay in achieving compliance with any requirement of this AO. Such notification shall be made by telephone to the Project Manager within forty-eight (48) hours after Respondents first knew or should have known that an event might cause a delay. Within seven (7) Days after notifying the ED by telephone, Respondents shall provide written notification fully describing the cause of the delay, the anticipated duration of the delay, the measures taken and to be taken by Respondents to prevent or minimize the delay, and the timetable by which these measures have been and are being implemented and will propose future measures and a timetable for implementing such future measures. The proposed measures and timetable shall be implemented upon the ED's written approval.

If, due to such delay, Respondents wish to modify any Submittal or extend any schedule, Respondents shall, in accordance with Section XVIII, Modification and Deadline Extension, submit a written request to the Project Manager for such modification or extension.

XVIII. MODIFICATIONS AND DEADLINE EXTENSIONS

- A. Respondents may seek and the ED may grant an extension of any deadline contained in this AO or in any Submittal. The request for a deadline extension shall be submitted to the Project Manager no later than seven (7) Days prior to the deadline. The ED may, in his sole discretion, determine whether to extend any such deadline and the length of any deadline extension. Upon the ED's written approval, the deadline is extended and the revised deadline becomes incorporated for all purposes into the original Submittal and this AO. Respondents shall continue to adhere to all other deadlines in this AO and in any Submittal.
- B. Respondents may request and the ED may, in his sole discretion, approve a modification of any Submittal other than a deadline extension specified in Paragraph A. Respondents shall submit a written request for such modification to the Project Manager. Upon the ED's written approval, the modification becomes incorporated into the original Submittal and this AO for all purposes.

XIX. STIPULATED PENALTIES

- A. Subject to Section XXII, Force Majeure, and Section XXIII, Resolution of Disagreements, noncompliance with this AO shall result in the imposition of stipulated penalties as set forth below. Prior to the imposition of stipulated penalties, the ED shall provide notice to Respondents of any alleged noncompliances with this AO. Respondents shall pay stipulated penalties in the following amounts for each violation for each Day and part thereof during which Respondents are not in compliance with this AO:

<i>Period of Delay Following Notice</i>	<i>Amount/Day</i>
5th through 14 th Day	\$ 1,000.00
15th through 45th Day	\$ 2,000.00
46th Day and beyond	\$ 3,000.00

For purposes of this Part A, noncompliance with this AO includes: failure to timely submit any Submittal; failure to meet any deadline or schedule established by this AO, except as otherwise expressly excused by or in accordance with this AO; failure to timely provide notice required by this AO; and failure to timely pay stipulated penalties.

- B. For each Submittal subsequent to the first draft of such Submittal that does not comply with the minimum requirements of this AO, Respondents shall pay a stipulated penalty of \$3,000.

- C. For denying access provided for in Section XVI. B. Access, Respondents shall pay stipulated penalties of \$10,000 per Day.
- D. For failure to use best efforts to obtain access in accordance with Section XVI. A. Access, Respondents shall pay stipulated penalties of \$1,000.00 per Day.
- E. For disobeying an order to halt work under Section XI, Designated Project Manager/Site Coordinator, Respondents shall pay stipulated penalties of \$10,000 per Day.
- F. For failure to provide records in response to a written request in accordance with this AO, Respondents shall pay stipulated penalties of \$1,000 per Day.
- G. All penalties represent joint and several, not individual, obligations of the Respondents, which at the option of the ED may be imposed individually against the Defaulting Respondent(s).
- H. Respondents shall pay stipulated penalties within sixty (60) Days of receipt of a demand letter or after resolution of disagreements in favor of the Commission pursuant to this AO, whichever comes later. Stipulated penalties shall accrue from the first Day of noncompliance unless specified otherwise. All stipulated penalties imposed under this AO shall not be stayed, but shall accrue, during the pendency of any dispute resolution initiated pursuant to Section XXIII, Resolution of Disagreements. If Respondents' position with respect to a disagreement subject to stipulated penalties is sustained, Respondents shall have no liability to pay stipulated penalties with regard to matters which have been submitted in accordance with Section XXIII, Resolution of Disagreements and upon which Respondents prevail.
- I. Stipulated penalties shall be paid to "General Revenue Fund of the State of Texas" and payment shall be mailed to:

Chief Fiscal Officer (MC 180)
Texas Natural Resource Conservation Commission
"Re: Force Road Oil and Vacuum Truck Company State Superfund Site
Agreed Order"
P.O. Box 13088
Austin, Texas 78711-3088
- J. Nothing in this AO shall preclude the ED, in his sole discretion, from reducing or waiving stipulated penalties either in whole or in part as to any or all Respondents.

- K. The requirements to pay stipulated penalties which attach prior to the termination of this AO in accordance with Section XXXIII (Termination and Satisfaction) shall survive termination of this AO.
- L. Stipulated penalties shall be in lieu of enforcement penalties for the same violation of this AO but shall not prevent the Commission from seeking enforcement of the ordering provisions by injunctive relief.

XX. DEFAULTING RESPONDENTS

- A. Upon the failure of any Defaulting Respondent to comply with the terms and conditions of this AO, such Defaulting Respondent shall cease to be a Respondent and all such rights and privileges as inure to Respondents pursuant to this AO shall immediately terminate as to such Defaulting Respondent. At that time all responsibilities and obligations that attach to PRPs in addition to those which attach to Respondents shall attach to Defaulting Respondents that are subsequently determined to be responsible persons (RPs) as defined in Section 361.271 of the Act. TNRCC may assess the ED's full statutory costs against the Defaulting Respondents that are determined to be RPs.
- B. Notwithstanding anything to the contrary in this AO, Respondents shall bear no costs for any fines or penalties resulting from Defaulting Respondents' actions or inactions.
- C. If actions required by this AO are delayed or are not timely completed because of acts or omissions of one or more Defaulting Respondents, Respondents may request a time extension in accordance with Section XVIII, Modifications and Deadline Extensions.
- D. At the time the RAP is submitted to the ED, Respondents shall provide the ED with a certified list of names of those Respondents that complied with the terms and conditions of this AO. Respondents shall not be liable for, and are released from liability for, the Commission's oversight costs for the RI/FS.

XXI. COMPLIANCE WITH APPLICABLE LAWS

- A. All actions by Respondents pursuant to this AO shall be performed in accordance with the requirements of all ARARs, including, but not limited to, the Act; the Texas Hazardous Substances Spill Prevention and Control Act; and the Texas Water Code. This AO is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.
- B. All materials removed from the Site shall be disposed of or treated at a facility in accordance with all applicable or relevant and appropriate federal, state, and local requirements.

XXII. FORCE MAJEURE

- A. If a delay in performance is caused (in whole or in part) by events beyond Respondents' reasonable control, such delay shall not be construed as a violation of this AO. Respondents have the burden of establishing that an event is beyond their reasonable control. Respondents shall notify the ED in writing within seven (7) Days of becoming aware of such delaying event. Failure to so notify the ED shall constitute a waiver of the claim of Force Majeure.
- B. Respondents' notice claiming Force Majeure shall describe in detail the cause of the delay, the anticipated duration of the delay, the measures taken and to be taken by Respondents to prevent or minimize the delay, and the timetable by which these measures have been and are being implemented and will propose future measures and a timetable for implementing such future measures. The proposed measures and timetable shall be implemented upon the ED's written approval.
- C. Force Majeure events shall not include increased costs or expenses of any of the Work or Respondents' financial inability to perform the Work.
- D. If the Parties cannot agree that the reason for the delay was a Force Majeure event or cannot agree upon the amount of additional time necessary to complete the affected Work, then the disagreement shall be resolved in accordance with Section XXIII, Resolution of Disagreements.

XXIII. RESOLUTION OF DISAGREEMENTS

- A. The Parties shall attempt to resolve, on an informal basis, any issues arising under Sections V through XXXVII on which there is disagreement. This Section may be invoked by the ED upon written notice to the Site Coordinator or by Respondents upon written notice to the Project Manager that there is a disagreement and that this Section is being invoked. Except as provided in Paragraph D of this Section, informal negotiations shall not extend beyond fifteen (15) Days from the date the Project Manager or the Site Coordinator receives written notification from the other invoking this Section, unless the Parties agree otherwise in writing. If such informal negotiations are unsuccessful, the position advanced by the ED shall prevail. Respondents may elevate the dispute by providing written notice to the Deputy Director within thirty (30) Days of completion of informal negotiations. The decision of the Deputy Director on the dispute shall be deemed final agency action subject to judicial review pursuant to Subchapter K of the Act.
- B. Respondents shall notify the ED in accordance with Paragraph A of this Section within thirty (30) Days of the Day Respondents knew or should have known of the events giving rise to the disagreement. Should

Respondents fail to give such notice, the ED's decision on such disagreement shall be binding.

- C. Neither having invoked the dispute resolution provisions of this Section nor the outcome of the negotiations provided for in this Section shall extend any deadline or timeline contained in this AO or any Submittals unless, and then only to the extent that, any such deadline or timeline is the subject of and is modified by such dispute resolution.
- D. Notwithstanding anything to the contrary in this AO, if the ED decides to perform a portion or all of the RI/FS, Respondents shall have five (5) Days to dispute this determination and commence dispute resolution by notifying the ED in accordance with Paragraph A of this Section and proceeding in accordance with this Section.
- E. The procedure for any resolution of disagreements subsequent to informal negotiations is found in Subchapter K of the Act.
- F. Unless otherwise specifically set forth herein, the fact that resolution of disagreements is not specifically set forth in the individual Sections is not intended to and shall not bar the Parties from invoking this Section as to any disagreement arising under Sections V through XXXVII.

XXIV. RESERVED

XXV. LIABILITY

The State of Texas, by issuing this AO, assumes no liability for any injuries or damages to persons or property resulting from acts or omissions of Respondents or their officers, directors, employees, agents, representatives, receivers, trustees, successors, assigns, contractors, or consultants in carrying out any or all of the Work. Respondents agree that neither the Commission nor the State of Texas may be deemed to be a party to any contract entered into by Respondents or their employees, officers, directors, representatives, trustees, receivers, agents, successors, assigns, contractors, or consultants in carrying out any or all of the Work.

XXVI. SEVERABILITY

The provisions of this AO are intended to be severable and are deemed severable and, should any provision of this AO be rendered unenforceable by a court of competent jurisdiction or other appropriate authority, the remaining provisions shall remain valid and enforceable.

XXVII. INDEMNIFICATION

- A. Notwithstanding anything to the contrary, Respondents indemnify, save, and hold harmless the State of Texas, its agencies, departments, officials,

agents, contractors, subcontractors, employees, and representatives from all claims or causes of action including, but not limited to, costs, fines, penalties, damages, losses, demands, judgments, settlements, costs of suit, and attorneys' fees: (A) arising from, or on account of, negligent, reckless or intentional acts, or omissions of Respondents, Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors, assigns, or contractors' or subcontractors' agents or employees, in performing any or all of the Work and (B) arising from or on account of any contract, agreement, or arrangement between any Respondent and any person(s) for performance of any or all of the Work, including claims on account of construction delays. Respondents shall not indemnify, save, and hold harmless the State of Texas, its agencies, departments, officials, agents, contractors, subcontractors, employees, and representatives from claims or causes of action including, but not limited to, costs, fines, penalties, damages, losses, demands, judgments, settlements, costs of suit, and attorneys' fees arising from, or on account of, negligent, reckless or intentional acts, or omissions of the State of Texas, its agencies, departments, officials, agents, contractors, subcontractors, employees, and representatives related to the performance of the Work.

- B. Respondents waive all claims against the State of Texas for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any Respondent and any person(s) for performance of any or all of the Work, including, but not limited to, claims on account of construction delays.

XXVIII. SECTION HEADINGS

The Section headings and the Table of Contents are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this AO.

XXIX. CONTINUING AUTHORITY

The Commission specifically retains authority over all PRPs for the purposes of issuing such further orders or directions as may be necessary or appropriate to supplement, construe, implement, modify, enforce, terminate, or reinstate the terms of this AO or for any further relief as the interest of the State of Texas may require.

XXX. RESERVATION OF RIGHTS/RETENTION OF CLAIMS

- A. Except as provided in Section XIX, Stipulated Penalties and in this Section XXX, nothing in this AO shall preclude the Commission from taking any additional enforcement actions including, without limitation, issuing such additional orders as the Commission may deem necessary or

from requiring Respondents in the future to perform additional activities beyond the scope of the RI/FS. Enforcement of this AO shall be the Commission's exclusive remedy for any claims the Commission has related to the requirements or obligations of the Respondents under this AO to perform an RI/FS at the Site.

- B. Except as specifically provided in this AO, nothing in this AO shall constitute or be construed as a covenant not to sue or release from any claim, cause of action, or demand in law or equity against any person, as defined in Section 361.003(23) of the Act, who is not a party to this AO, for any liability it may have arising out of or relating in any way to the Site.

XXXI. COMPUTATION OF TIME

- A. Deadlines falling on a weekend or State of Texas holiday shall be extended until the next business day.
- B. The terms "submit" and "provide" as used herein shall refer to the date on which required documents, data, records, plans, reports, or information are to be received by the appropriate Party. Submittals received by the ED through the Project Manager on the deadline date shall be deemed timely.

XXXII. OPPORTUNITY TO CONFERENCE

- A. Respondents may, within twenty (20) Days after the Effective Date, submit a written request to the Project Manager for a conference to discuss implementation of this AO. Any such conference shall occur at the Commission's Austin Headquarters.
- B. The purpose and scope of the conference shall be limited to issues involving implementation of the RI/FS.

XXXIII. TERMINATION AND SATISFACTION

Except as provided in this Section, the provisions of this AO shall be deemed satisfied with regard to Respondents and Respondents will be released from this AO when the ED notifies Respondents, in writing, that Respondents have demonstrated, to the ED's satisfaction, that all terms of this AO, as they may come to be amended or modified, have been completed. Such notice will be issued within ninety (90) Days after completion of the Work. This notice shall not, however, terminate Respondents' obligations to comply with record preservation and other provisions intended to survive this AO.

XXXIV. RULES OF CONSTRUCTION

The masculine, feminine, and neuter gender shall each include the other, and the singular and plural number shall each include the other.

XXXV. SOVEREIGN IMMUNITY

The State of Texas, by entering into this AO, does not waive and Respondents agree that this AO does not waive the State of Texas' sovereign immunity relating to suit, liability, and the payment of damages.

XXXVI. CONSENT FORM

Respondents have indicated their agreement with and acceptance of this AO by signing a counterpart of the Consent Form, attached as Exhibit E.

XXXVII. COUNTERPARTS

This AO may be executed in multiple counterparts, each of which constitutes an original AO.

The Chief Clerk shall send a copy of this Order to all parties.

Issue date: AUG 29 2002
Texas Natural Resource Conservation Commission



Robert J. Huston, Chairman

EXHIBIT A

LIST OF RESPONDENTS FOR THE FORCE ROAD OIL AND VACUUM TRUCK COMPANY STATE SUPERFUND SITE

AK Steel Corporation
703 Curtis St.
Middletown, OH 45043

Baker Hughes Inc.
3900 Essex Ln. Ste 1200
Houston, TX 77027

Bowen Tools, Inc.
2700 Post Oak Blvd.
Houston, TX 77056

Camco International, Inc.
225 Schlumberger Dr.
Sugarland, TX 77478

Cooper Cameron Corporation
1333 W. Loop South Ste 1700
Houston, TX 77027

Daniel Industries, Inc.
9753 Pine Lake
Houston, TX 77055

El Paso Corporation
1001 Louisiana St.
Houston, TX 77002

FMC Technologies, Inc.
1803 Gears Rd.
Houston, TX 77067

Groce Corporation, Inc.
9629 Rowlett
Houston, TX 77234

Halliburton Energy Services
4100 Clinton Dr. 01/512 A
Houston, TX 77020

Hydril Company LP
3300 N. Sam Houston PKY E.
Houston, TX 77082

Oxid LP
101 Concrete
Houston, TX 77012

PGI International, Ltd.
16101 Vallen Dr.
Houston, TX 77041

Reynolds Metals Company
201 Isabella St.
Pittsburgh, PA 15212

Tuboscope Vetco International
k/n/a Varco L.P.
2000 West Sam Houston PKY S.
Ste 1700
Houston, TX 77042

NL Industries, Inc.
16825 Northchase Dr, Ste 1200
Houston, TX 77060

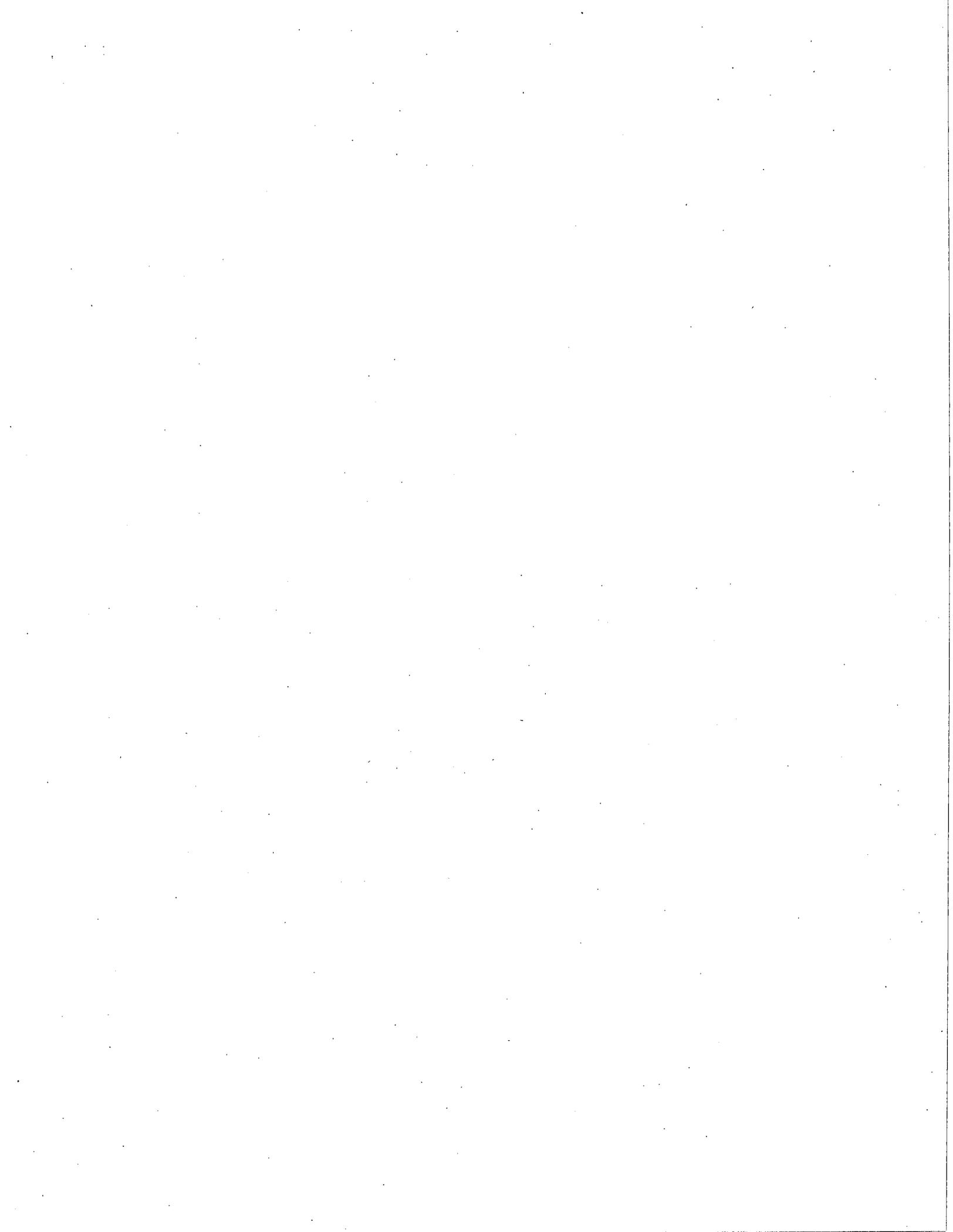


EXHIBIT B

LIST OF HAZARDOUS SUBSTANCES DOCUMENTED AT THE FORCE ROAD OIL AND VACUUM TRUCK COMPANY STATE SUPERFUND SITE

The State of Texas through the work of their consultant has characterized the soils, sediments (including surface impoundment sludge) and groundwater at the Force Road Oil and Vacuum Truck Site. The characterization identified the following hazardous constituents.

METALS

arsenic, barium, cadmium, chromium, lead, mercury, and silver

VOLATILE ORGANICS

acetone, benzene, carbon disulfide, carbon tetrachloride, chlorobenzene, chloroethane, 1,1 dichloroethane, 1,1 dichloroethene, cis 1,2 dichloroethene, 1,2 dichlorobenzene, 1,4 dichlorobenzene, ethyl benzene, methylene chloride, 4 methyl 2 pentanone, tetrachloroethylene, 1,1,1 trichloroethane, trichlorethylene, 1,2,4 trichlorobenzene, toluene, vinyl chloride, and o, m, p, and total xylenes.

SEMI VOLATILE ORGANICS

acenaphthalene, anthracene, bis 2 ethyl hexyl phthalate, carbazole, m, p cresol, chrysene, 4 chloro 3 methyl phenol, di ethyl phthalate, di n butyl phthalate, 1,2 dichlorobenzene, fluorine, 2 methylnaphthalene, naphthalene, phenanthrene, phenol, pyrene, 1,2,4 trichlorobenzene.

ORGANOCHLORINE PESTICIDES and PCBs (surface impoundment sludge only)

4,4' DDE, 4,4' DDD, 4,4' DDT, PCBs

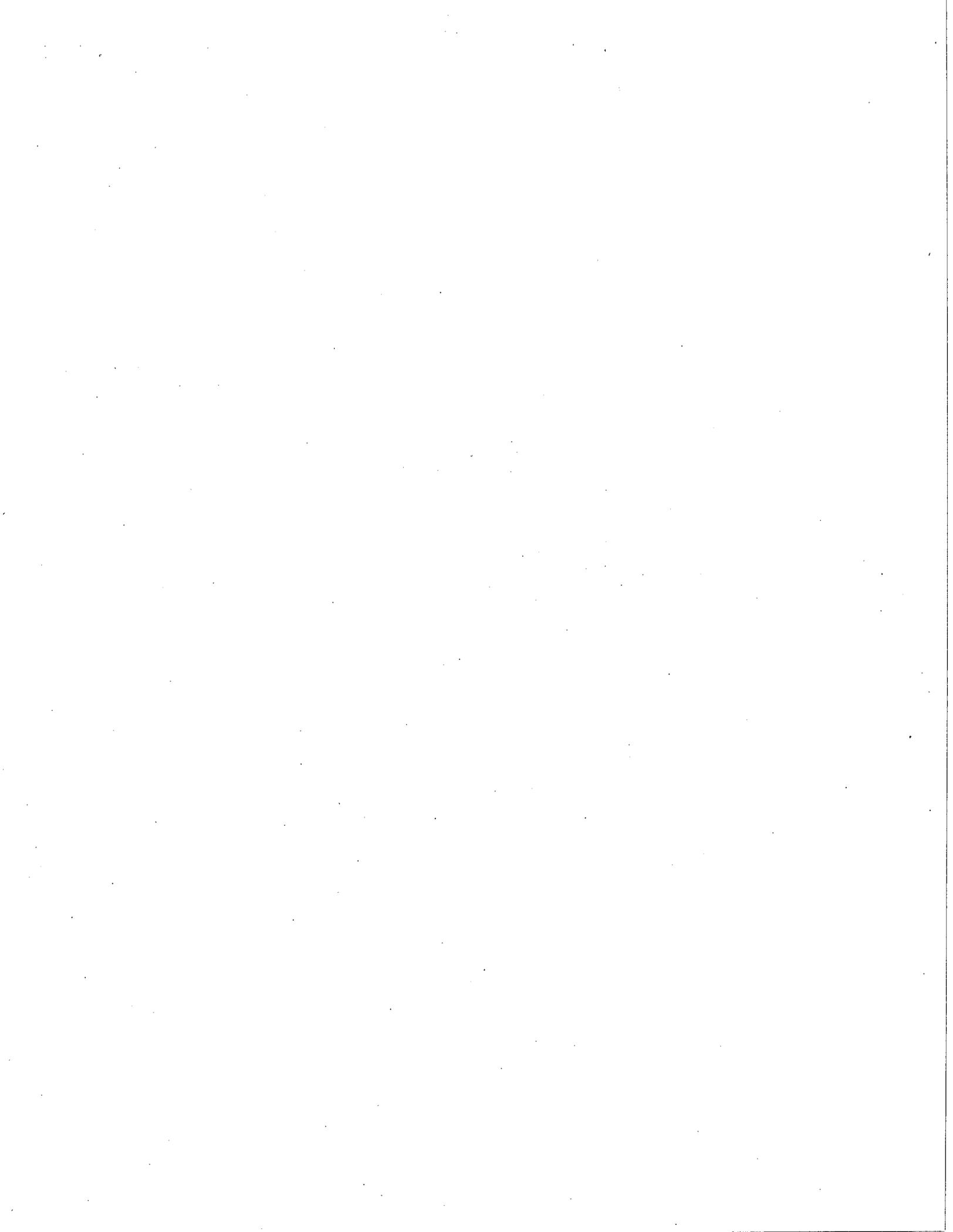


EXHIBIT C

LIST OF HAZARDOUS SUBSTANCES DOCUMENTED AT THE FORCE ROAD OIL AND VACUUM TRUCK COMPANY STATE SUPERFUND SITE

The TNRCC provides below a list of the Texas Waste Codes that have been documented as having been transported to, or received by the Force Road Oil and Vacuum Truck Company site in Brazoria County, Texas. The list is considered preliminary, and is not intended to serve as a complete list of the Solid Wastes that have been identified at the site.

Texas Waste Codes

110450	209760	119780
109770	109710	109760
110460	151290	110070
109740	115810	100290
110470	108780	110120
108560	100450	102180
149690	110130	108110
110090	103510	149880
109270	100190	110490
109810	114050	109820
110970	109790	142000
109780	101110	104670
109640	107780	107230
150060	100850	
109080	210450	
110290	109560	

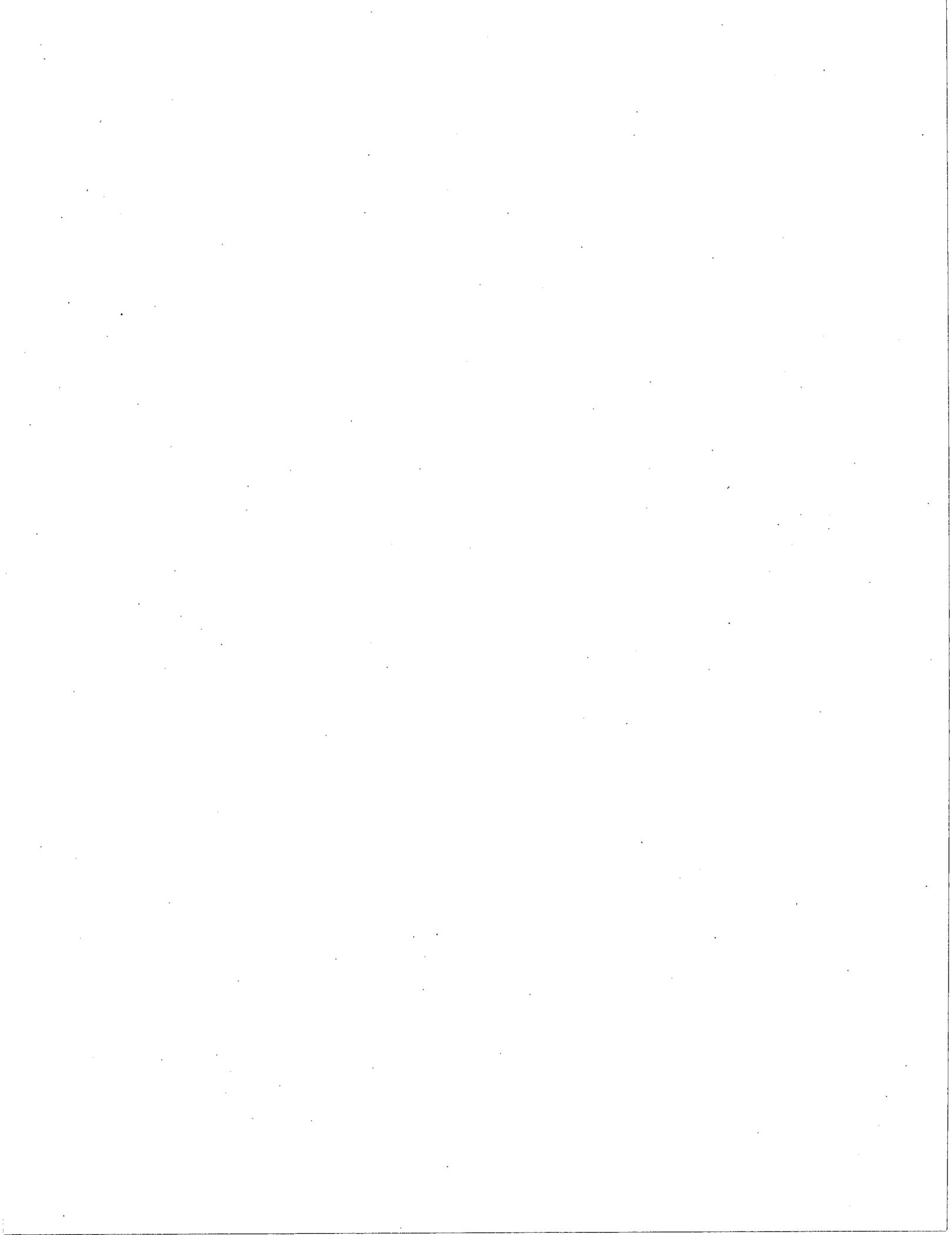


EXHIBIT D

MINIMUM SITE FENCING AND SIGNAGE REQUIREMENTS

1. The new fence will be installed at the location approved by the TNRCC Project Manager. Clearing the fence line to the following standards must be completed before construction of the new fence begins:
 - a. A twenty foot wide strip must be cleared inside along the fence boundaries. All vegetation and debris must be removed and the area scraped down to average grade of the surrounding terrain.
 - a. All vegetation and debris removed from the 20 foot wide cleared area should be pushed to the edge of this area and toward the interior of the site.
 - a. The new fence will be constructed along a line 10 feet from and parallel to the perimeter of the site. After installation of the new fence there should be a 10 foot wide cleared area on each side of and along the entire length of the new fence. These 10 foot wide areas should be free of debris, the area should be capable of being mowed by a standard sized riding lawnmower and suitable for patrolling/maintaining the new fence.

1. The total length of the fencing will be determined by the Respondent at each location. The fence must be constructed according to the following specifications:
 - a. Height of fence: Fence is to be 7 feet high overall when erected, including 3 strands of barbed wire.
 - a. Fabric: The chain link fabric shall be # 9 gauge carbon steel zinc coated wire produced in accordance with ASTM A817. The fabric shall be produced from helical wound and interwoven wire forming a continuous 2-inch mesh and shall have a 1.2 oz/ft² hot-dipped galvanized coating in accordance with ASTM A392. The fabric shall be attached to the line posts and to the top rail by means of #9 gauge aluminum tie wires spaced at intervals not exceeding 15 inches.
 - a. Tension bars: Tension bars shall be minimum 3/16-inch by 3/4-inch flat steel plates and no more than 2 inches shorter than the fabric height. Bars shall be hot-dip galvanized in accordance with ASTM A123.
 - a. Top rail: The fence shall have a continuous top rail for its full length, constructed of standard hot-dipped galvanized pipe, 1-5/8 inches O.D., weighing 2.27 lbs. per linear foot, or shall be constructed of the equivalent hot-dipped galvanized high pipe equivalent weighing 1.84 lbs. per linear foot. Rails shall be furnished in random lengths averaging a minimum of 20 feet. Joints shall be made up with extra long (7 inches minimum) pressed steel sleeves to provide a rigid connection while permitting expansion and contraction. Couplings are to be the outside sleeve type.
 - a. Bottom wire: A #7 gauge galvanized wire to be installed approximately 3 inches from the bottom of the fabric and attached with #9 gauge hog rings spaced on 24-inch centers. Additionally, the fence shall be constructed so that the bottom wire is no more than 6 inches from the existing land surface at any point except where the fence is required to cross a stream.
 - a. Barbed wire: Two twisted strands of #12-1/2 gauge galvanized steel wire with four-point barbed pattern of #14 gauge wire spaced on 5-inch centers. The barbed wire shall be installed

as 3 parallel wires on each extension arm, on security side of the fence unless otherwise indicated. The wire shall be pulled taut and fastened securely to each extension arm.

- a. Extension arms: Line post extension arms are to be heavily galvanized and made of pressed steel, slotted to carry 3 strands of barbed wire, inclined at an outward angle of 45 degrees. Arms must be able to withstand a vertical load of 200 lbs. when applied where the outer strand of barbed wire passes over the arm. Extension arms shall be provided with a hole to permit through passage of the top rail.
 - a. Line posts: Line posts shall be constructed of standard hot-dipped galvanized pipe 1-7/8-inches O.D., weighing 2.72 lbs. per linear foot, or shall be constructed of the equivalent hot-dipped galvanized high tensile pipe weighing 2.28 lbs. per linear foot, of sufficient length to allow for installation to a depth of approximately 36 inches below ground level in a 8-inch diameter hole filled with concrete. All posts shall be equipped with extension arms as specified in 1.g. above.
 - a. Post spacing: Posts are to be set in the line of the fence at a spacing not to exceed 10-foot centers.
 - a. Terminal posts: End, corner, and pull posts shall be 2-7/8-inch O.D. hot-dipped galvanized standard weight pipe, weighing 5.79 lbs. per linear foot, or shall be constructed of the equivalent hot-dipped galvanized high tensile pipe weighing 4.64 lbs. per linear foot, of sufficient length to allow for installation to a depth of approximately 36 inches below ground level in a 10-inch diameter hole filled with concrete.
 - a. Terminal post bands: Bands or clips of adequate strength shall be provided in sufficient number for attachment of the fabric and stretcher bars to all terminal posts at intervals not exceeding 15 inches. Tension bands shall be formed from #12 ga. flat or beveled steel and attached with 3/8-inch diameter carriage bolts hot-dipped galvanized in accordance with ASTM A153.
 - a. Bracing: All end and corner posts shall be braced horizontally to the adjoining line post at the mid-height of the fabric by means of standard 1-5/8-inch O.D. steel pipe. Diagonal tension bracing shall be provided from end, corner, or gate posts to line posts, consisting of 3/8-inch minimum diameter steel truss rods with turnbuckles or equivalent provision for adjustment. One tension bar shall be provided for each end and gate post, and two for each corner and pull post. Brace posts shall also be placed at 45-degree angles against terminal, line, and gate posts on all inside corners and turns of greater than 30 degrees. Brace posts shall be attached to terminal, line, and gate posts using heavy gauge galvanized steel clamps and/or brackets, and shall be anchored in the ground with concrete.
 - a. Concrete: Concrete shall conform to ASTM C94, using 3/4-inch maximum-size aggregate, and having a minimum compressive strength of 3,000 psi after 28 days, and shall have a slump of not greater than 4 inches when placed. Concrete shall be allowed to cure for a minimum of 72 hours after posts are set before fence installation continues.
 - a. Unless otherwise specifically described in this document, the fence and its gates shall be installed in accordance with the manufacturer's instructions and recommendations. All equipment shall be properly and securely installed such that undue stresses are not exerted on fences, gates, and connections.
1. Signs will be furnished at the site by the Respondent on or before the second day of fence construction. Mounting hardware and other materials shall be provided by the Respondent. The Respondent shall attach the signs to the fence line posts at no greater than 100-foot intervals. The signs shall be placed

between the fence fabric and the line post with the wording on the sign visible from outside the site, and shall be secured to line posts using two steel U-bolts per sign. The U-bolt threads shall be abraded or treated with an epoxy base glue to prevent the nuts from being removed after installation.

Remediation Division/Superfund Cleanup Section Minimum Specifications for Gates

1. **Double Cantilevered Gates** - Double cantilevered gates shall have a 24-foot minimum opening (i.e., two 12-foot minimum panels). They shall be installed complete with latches, stops, keepers and rollers. These gates shall include a lock mounting mechanism which allows the use of a standard padlock and which prevents the padlock from being cut off. Additional specifications for double cantilevered gates include:
 - a. Horizontal top and bottom gate frame members shall be constructed of 2-3/8-inch O.D. hot-dipped galvanized pipe weighing 3.65 lbs. per linear foot, or shall be constructed of the equivalent hot-dipped galvanized high tensile pipe weighing 3.12 lbs. per linear foot.
 - a. Vertical gate frame members shall be constructed of 1-7/8-inch O.D. hot-dipped galvanized pipe weighing 2.72 lbs. per linear foot, or shall be constructed of the equivalent hot-dipped galvanized high tensile pipe weighing 2.28 lbs. per linear foot.
 - a. Diagonal and horizontal gate frame bracing members shall be constructed of 1-5/8-inch O.D. hot-dipped galvanized pipe weighing 2.27 lbs. per linear foot, or shall be constructed of the equivalent hot-dipped galvanized high tensile pipe weighing 1.84 lbs. per linear foot.
 - a. Cantilever posts shall be 4-inch O.D. hot-dipped galvanized standard weight pipe, weighing 9.11 lbs. per linear foot, or shall be constructed of the equivalent hot-dip galvanized high tensile pipe weighing 6.56 lbs. per linear foot, of sufficient length to allow for installation to a depth of approximately 42 inches below ground level in a 10-inch diameter hole filled with concrete.
 - a. Concrete shall conform to ASTM C94, using 3/4-inch maximum-size aggregate, and having a minimum compressive strength of 3,000 psi after 28 days, and shall have a slump of not greater than 4 inches when placed. Concrete shall be allowed to cure for a minimum of 72 hours after posts are set before installation continues.
 - a. Cantilever rollers shall be constructed with free-operating roller assembly equipped with bearings and grease fittings.
 - a. Gate fabric shall be the same type as used in the fence construction.
 - a. All gate hardware shall be zinc coated in accordance with ASTM A153.
 - a. Unless otherwise specifically described in this document, the fence and gate shall be installed in accordance with the manufacturer's instructions and recommendations. All equipment shall be properly and securely installed such that undue stresses are not exerted on fences, gates and connections.

1. **Swing Gates** - Swing gates shall have a 12-foot minimum opening (i.e., two 6-foot minimum panels). These gates shall include a lock mounting mechanism which allows the use of a standard padlock and which prevents the padlock from being cut off. Additional specifications for swing gates include:
 - a. Gate frame members shall be constructed of 1-7/8-inch O.D. hot-dipped galvanized pipe weighing 2.72 lbs. per linear foot, or shall be constructed of the equivalent hot-dipped galvanized high tensile pipe weighing 2.28 lbs. per linear foot.
 - a. Diagonal and horizontal gate frame bracing members shall be constructed of 1-5/8-inch O.D. hot-dipped galvanized pipe weighing 2.27 lbs. per linear foot, or shall be constructed of the

equivalent hot-dipped galvanized high tensile pipe weighing 1.84 lbs. per linear foot.

- a. Gate posts shall be 4-inch O.D. hot-dipped galvanized standard weight pipe, weighing 9.11 lbs. per linear foot, or shall be constructed of the equivalent hot-dip galvanized high tensile pipe weighing 6.56 lbs. per linear foot, of sufficient length to allow for installation to a depth of approximately 42 inches below ground level in a 10-inch diameter hole filled with concrete.
- a. Concrete shall conform to ASTM C94, using 3/4-inch maximum-size aggregate, and having a minimum compressive strength of 3,000 psi after 28 days, and shall have a slump of not greater than 4 inches when placed. Concrete shall be allowed to cure for a minimum of 72 hours after posts are set before fence installation continues.
- a. Gate fabric shall be the same type as used in the fence construction.
- a. All gate hardware shall be zinc coated in accordance with ASTM A153.
- a. Unless otherwise specifically described in this document, the fence and gate shall be installed in accordance with the manufacturer's instructions and recommendations. All equipment shall be properly and securely installed such that undue stresses are not exerted on fences, gates and connections.

1800-833-9363
VIOLATORS SHALL BE PROSECUTED
NO TRESPASSING
CONTAMINATED
NO TRESPASSING
CONTAMINATED
VIOLATORS SHALL BE PROSECUTED
NO TRESPASSING
CONTAMINATED
NO TRESPASSING
CONTAMINATED

EXHIBIT E

CONSENT FORM FOR THE FORCE ROAD OIL AND VACUUM TRUCK COMPANY STATE SUPERFUND SITE

Respondent Consent Form

The undersigned representative of the Respondent is authorized to agree to the attached Agreed Order on behalf of the Respondent, and does hereby agree to the terms and conditions set forth herein.

This Agreed Order represents the complete and fully integrated agreement of the Parties hereto. This Agreed Order is binding upon Respondent and its heirs, successors, and assigns.

Respondents are jointly and severally liable for the requirements set out in this Agreed Order.

Neither the Respondent's consent, nor anything in this document, shall constitute or be considered evidence of an admission by the Respondent or Commission of any findings of fact or conclusions of law set forth herein, except for purposes of enforcing this Agreed Order. For any other purposes, the Respondent and Commission reserve their rights to deny all of these matters.

The Respondent does not waive its right to assert that other persons are responsible for any liabilities associated with the Site, to seek indemnity or contribution from such other persons, to assert that the release of any hazardous substances is divisible, or to assert any claim or defense which may be available to it under law. This Agreed Order shall not be construed as an admission of liability by the Respondent for remediation of the Site or as an agreement to perform a remedial activities except as otherwise specifically set forth herein.

Notwithstanding compliance with the terms and conditions of this Agreed Order, Respondents are hereby put on notice that further action at the Site may be necessary, including groundwater monitoring and assessment and natural resources damage assessment in accordance with the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et. seq.* (1980), as amended, or other applicable state or federal laws.

The Respondent has read and understands the attached Agreed Order. The Respondent understands this Agreed Order does not constitute an admission by any Respondent of the facts stated therein, but does constitute a waiver of the right to appeal the Agreed Order.

Respondent acknowledges and agrees that nothing in the Agreed Order constitutes a warranty or representation of any kind by Commission and shall not foreclose the Commission from seeking performance of all terms and conditions of this Agreed Order, including the applicable performance standards.

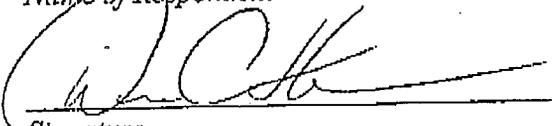
The Parties to this Agreed Order agree that the State of Texas shall be under no obligation to assist the Respondent or any De Minimis Responsible Party if any, in any way in defending contribution actions brought by persons or entities not Parties to this Agreed Order.

The Parties represent that this Agreed Order was negotiated in good faith and that, for the purposes of this Agreed Order, the mutual obligations represent a fair and equitable assumption of the Respondent's alleged responsibilities for matters concerning the Site, considering, among other factors, the fact that it is in the best interest of the State of Texas to encourage equitable settlements without burdensome litigation.

RESPONDENT:

AK Steel Corporation for itself, and as Successor-by-Merger to Armeo Inc.

Name of Respondent


Signature

5/13/02
Date

David C. Horn, Esq.
Printed or Typed Name

Vice President & General Counsel
Title

703 Curtis Street, Middletown, Ohio 45043
Address

RESPONDENT:

Baker Hughes Oilfield Operations, Inc.
Name of Respondent

G.S. Finley
Signature

7/19/02
Date

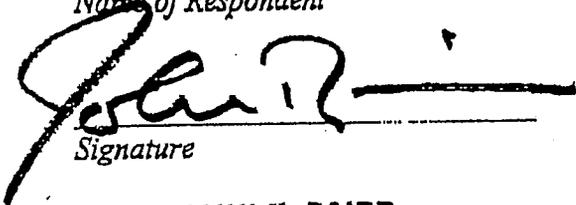
G.S. Finley
Printed or Typed Name

Senior Vice President Finance and
Title
Administration and Chief Financial
Officer

Address

RESPONDENT:

BOWTO, INC. - DELAWARE
Name of Respondent


Signature

7-23-02
Date

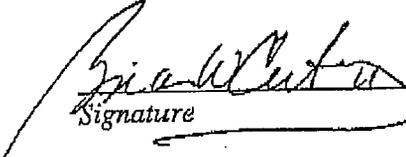
JOHN N. BAIRD
Printed or Typed Name

President
Title

2700 Post Oak Blvd., Houston, TX 77056
Address

RESPONDENT:

CAMCO INTERNATIONAL INC.
Name of Respondent


Signature

7-24-02
Date

BRIAN W. CURTIS II
Printed or Typed Name

DIRECTOR OF ENVIRONMENTAL AFFAIRS
Title AND COMPLIANCE

SCHLUMBERGER LIMITED
Address
225 SCHLUMBERGER DRIVE
SUGARLAND TEXAS 77478

RESPONDENT:

Daniel Industries, Inc.
Name of Respondent

Robin C. Palmer
Signature

July 29, 2002
Date

Robin C. PALMER
Printed or Typed Name

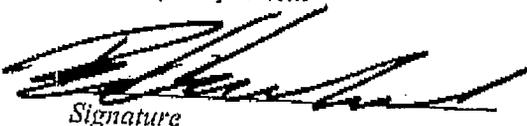
ASSOCIATE GENERAL COUNSEL
Title AND Secretary

9753 Pine Lake, Houston, Texas 77055
Address

RESPONDENT: Cooper Cameron Corporation on behalf of itself, its subsidiaries and divisions and those companies to which it may be successor in interest. *

Cooper Cameron Corporation

Name of Respondent



Signature

July 19, 2002

Date

Bruce E. Himmelreich

Printed or Typed Name

Associate General Counsel

Title

1333 West Loop South, Suite 1700, Houston TX 77027

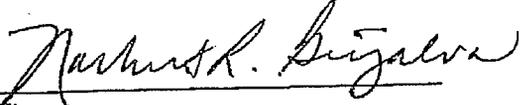
Address

* Cooper Cameron is or may be successors in interest to the following respondents: Cameron Iron Works, Joy Manufacturing Company, McEvoy Oil Field Equipment, W-K-M Valve Division of ACF Industries.

RESPONDENT:

El Paso Corporation on behalf of itself and its subsidiaries, including Tennessee Gas Pipeline Co. (formerly known as Tenneco Inc.) and El Paso Energy E.S.T. Company, as Trustee for the EPEC Oil Company Liquidating Trust on behalf of EPEC Oil Company (dissolved) (formerly known as Tenneco Oil Company)

Name of Respondent


Signature

July 24, 2002

Date

Norbert R. Grijalva
Printed or Typed Name

Vice President and Treasurer
Title

1001 Louisiana Street Houston, Texas 77002
Address

08/01/2002 14:02 7136455900

RESPONDENT:

THE GROCE CO. INC.
Name of Respondent

Tom W. Groce
Signature

8-1-02
Date

Tom W. Groce
Printed or Typed Name

President
Title

9629 Rowlett Hou. Tx P.O. Box 34605 Hou TX 77234
Address

RESPONDENT:

FMC Technologies Inc, successor in interest to FMC Corp. as to this matter
Name of Respondent

[Signature]
Signature

7/23/02
Date

JERRY W. CARR
Printed or Typed Name

V.P., General Counsel & Secretary
Title

1803 Gears Road, Houston TX 77067
Address

RESPONDENT:

Halliburton Energy Services
Name of Respondent

Susan M. Ponce
Signature

24 July 2002
Date

SUSAN M. PONCE
Printed or Typed Name

Assistant General Counsel
Title

4100 Clinton Drive, 01/572A Houston Tx 77020
Address

RESPONDENT:

HYDRIL COMPANY LP
Name of Respondent

Michael C. Kerney
Signature

JULY 23, 2002
Date

MICHAEL C. KERNEY
Printed or Typed Name

CHIEF FINANCIAL OFFICER
Title & VICE PRESIDENT ADMINISTRATION

3300 N. SAM HOUSTON PKWY E., HOUSTON, TX. 77082
Address

Sent By: OXID;

7139246418;

Aug-1-02 12:45PM;

Page 2/2

RESPONDENT:

Oxid L.P.
Name of Respondent

Brian Webster
Signature

July 31, 2002
Date

Brian Webster
Printed or Typed Name

Operations Manager
Title

Address

RESPONDENT:

PGI International, Ltd.
Name of Respondent


Signature

7/23/02
Date

Spence M. Nimberger
Printed or Typed Name

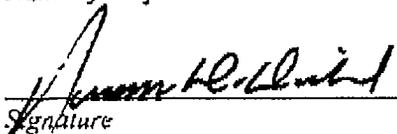
President
Title

16101 Vallen Drive Houston, Tx 77041
Address

RESPONDENT:

Reynolds Metals Company

Name of Respondent


Signature

July 22, 2002

Date

Ronald D. Dickel

Printed or Typed Name

Vice President

Title

201 Isabella Street, Pittsburgh, Pennsylvania 15212

Address

RESPONDENT:

Tuboscope Vetco International now known as Varco L.P.

Name of Respondent


Signature

July 24, 2002

Date

James F. Maroney

Printed or Typed Name

VP Secretary and General Counsel

Title

2000 West Sam Houston Parkway South, Suite 1700, Houston, Texas 77042

Address

RESPONDENT:

NL INDUSTRIES, INC.

Name of Respondent

David B. Garten

Signature Vice President

8/20/02

Date

DAVID B. GARTEN

Printed or Typed Name

Vice President + General Counsel

Title

16825 Northchase Dr. Suite 1200, Houston, TX 77060

Address

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION:



Sn Jeffrey A. Saitas, P.E.
Executive Director
Texas Natural Resource Conservation Commission

8.28.02
Date

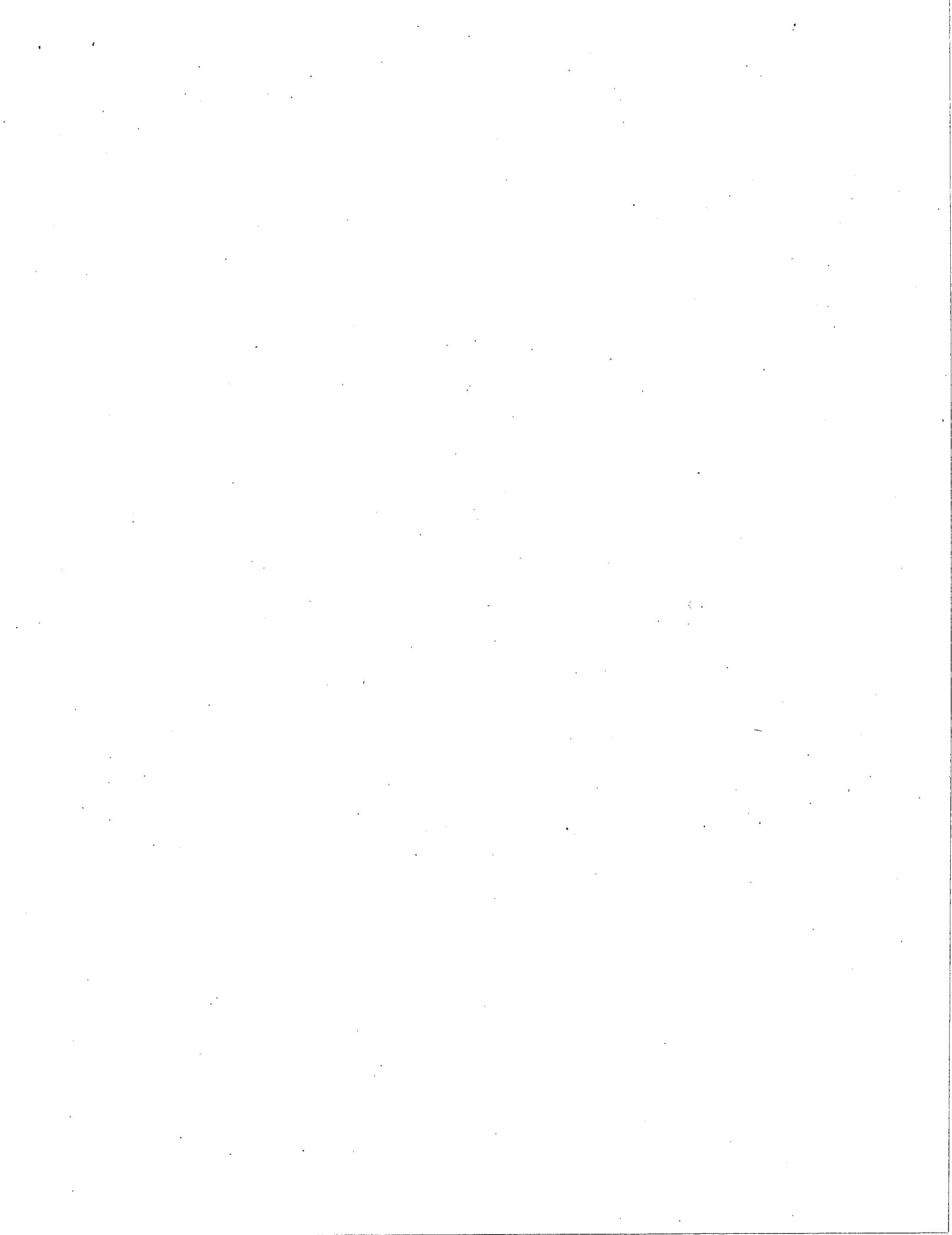
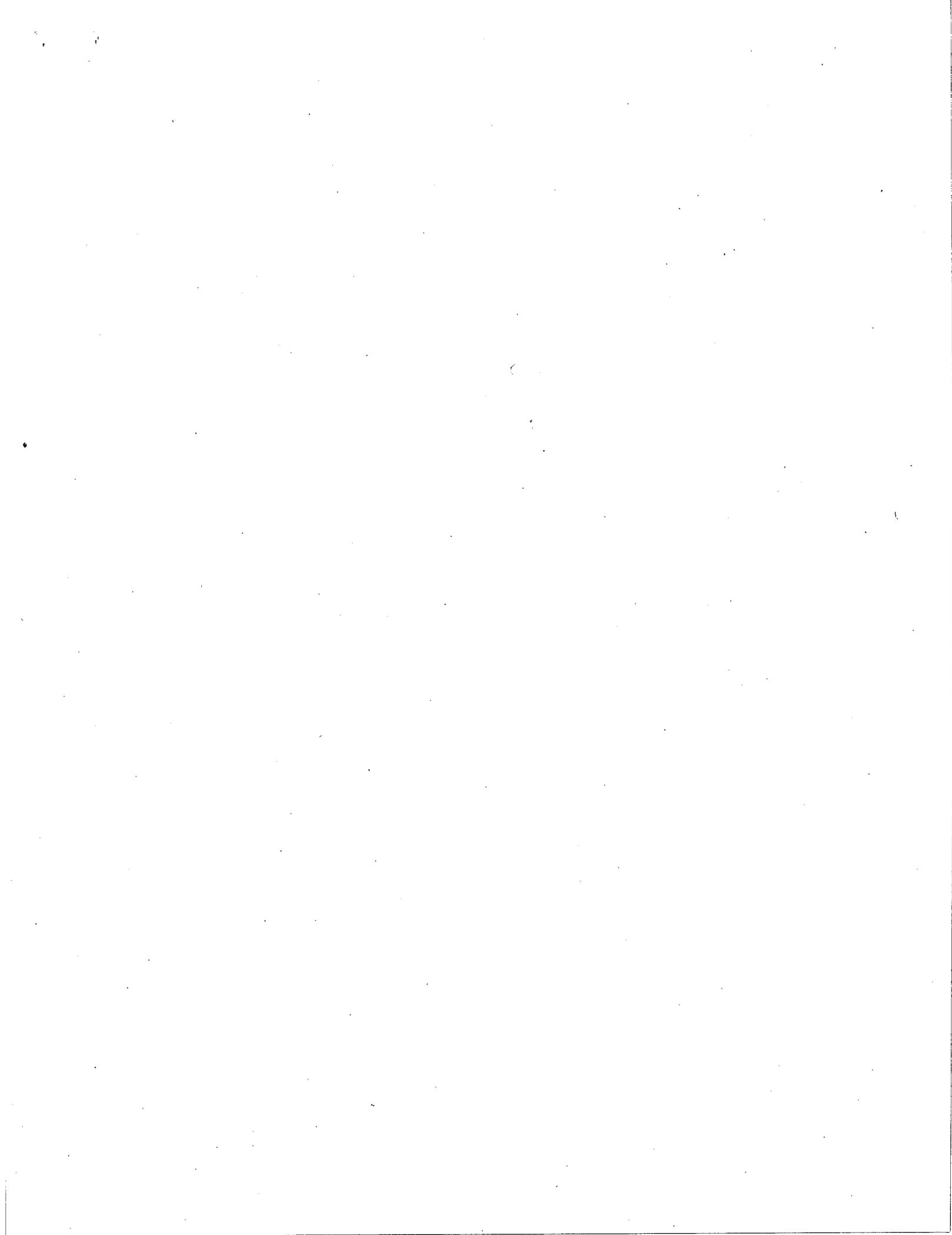


EXHIBIT F

ACCESS AGREEMENTS FOR THE FORCE ROAD OIL AND VACUUM TRUCK COMPANY STATE SUPERFUND SITE



STATE OF TEXAS
 COUNTY OF 3 BRAZORIA

ACCESS AGREEMENT

This Access Agreement (the "Agreement"), which is associated with the Force Road superfund site (the "Site"), is entered into by and between Sarabeth Caldwell Waller ("Grantor"), the owner of certain real property described below (the "Property") and the Texas Natural Resource Conservation Commission ("TNRCC" or "Grantee"). Grantor grants and conveys to Grantee access to, across, and upon the Property for the purposes and upon the conditions specified in this Agreement. Collectively, Grantor and Grantee constitute the Parties to this Agreement. The access, rights, and privileges granted herein are exclusive and Grantor covenants that it will not convey conflicting rights to the Property.

I. The Property

A. 28 acres located at 1722 County Road 573 in Brazoria County, Texas, legally described as:

The 28 acres being described by metes and bounds as follows: BEGINNING at the northwest corner of said 87.28 acres; THENCE South with the West line thereof 763.3 varas to a point for corner; THENCE East and parallel with the North line of said 87.28 acres 207 varas to the East line thereof; THENCE North with said East line 763.6 varas to the Northeast corner of said 87.28 acres; THENCE West with the North line thereof 207 varas to the place of beginning; and containing 28 acres, and being the same tract of land conveyed to H.M. McCullough by R. I. Reid by instrument dated January 6, 1936, recorded in Vol.275, page 621, Deed Records of Brazoria County, Texas, to which reference is here made.

B. any area contiguous or adjacent to said 28-acre tract owned by Sarabeth Caldwell Waller, including any lands that may be separated from it by a public right-of-way.

II. The Remedial Activities

A. In consideration of such good and valuable consideration as contained herein, the sufficiency and receipt of which is hereby acknowledged, Grantor grants TNRCC's agents, contractors, subcontractors, officers, designees, and employees access to the Property to:

1. Take such soil, water, and air samples as TNRCC, in its sole discretion, determines are necessary to adequately characterize any contamination on the Property;

2. Install, develop, and monitor such groundwater monitoring wells on the Property as TNRCC, in its sole discretion, deems technically appropriate;
3. Perform such removal and remedial activities on the Property as TNRCC, in its sole discretion, determines necessary to address the Site, including, but not limited to, excavation of contaminated soils, application of clean topsoil, and replacement of sod and comparable pre-excavation landscaping, installation of wells, and laying of pipelines; and
4. Take any or all actions necessary before, during, or after completion of removal or remedial work at the Property to mitigate releases or threats of releases of contaminated substances, solid wastes, hazardous substances, pollutants, or contaminants from the Property.

B. Collectively, the activities described in Paragraphs A1 through A4 above constitute the Remedial Activities.

III. Safety

Grantee may restrict access to a part or all of the Property if health and/or safety considerations dictate or an emergency exists. Grantor agrees to abide by such restrictions.

IV. Grantor's and Grantee's Uses of the Property

Grantor retains, reserves, and will continue to enjoy the use of the surface of the Property for any and all purposes which do not interfere with or prevent the use of the Property by Grantee for the Remedial Activities. Grantee will, to the extent practicable, restore the area of the Property used for the Remedial Activities to the same condition in which it exists as of the date of this Agreement.

V. Notice

Grantor shall give notice of this Agreement to successors, including future owners and lessees.

VI. General Provisions

- A. The access, rights, and privileges herein granted commence upon execution of this Agreement by both Parties and shall be effective so long as Grantee or its assignee requires access to complete the Remedial Activities.
- B. This Agreement shall bind and inure to the benefit of the Parties, their personal representatives, successors, administrators, heirs, executors, and assigns.

C. Nothing in this Agreement affects TNRCC's statutory access rights or inhibits the exercise of those rights in accordance with statutory authority or is intended as a waiver by TNRCC of any immunity from suit to which it is entitled under Texas law.

VII. Choice of Laws

All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Texas.

VIII. Entire Agreement

This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement may be amended only by a writing signed by both Parties.

IX. Validity of Agreement

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Witness my hand, this the 14th day of December 2001.

GRANTOR
Sarahbeth C. Waller
Signature

GRANTEE
Alonzo G. Arredondo
for the Texas Natural Resource
Conservation Commission

Sarahbeth C. Waller
Printed or Typed Name

Alonzo G. ARREDONDO
Printed or typed name of project manager
Remediation Division

11170 FM 521
Rosharon, Texas 77583
Address

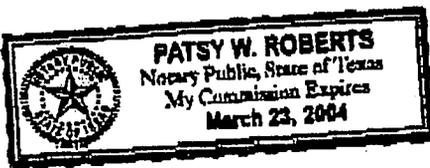
TNRCC OFFICES
12100 Park 35 Circle
Austin, Tx 78753
Address

STATE OF TEXAS
COUNTY OF BRAZORIA

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Sarabeth Caldwell Walker, known to be the person whose name is subscribed to the foregoing instrument concerning the property located at 1722 County Road 573 in Brazoria County, Texas and adjacent and contiguous parcels, more fully described in Part I of the foregoing Access Agreement, and acknowledged to me that she executed the same as the act and deed of the property owner for the purpose and consideration therein expressed.

Given under my hand and seal of office this 14 day of December, 2001.



Patsy W. Roberts
Notary Public, State of Texas

PATSY W. ROBERTS
Typed or Printed Name of Notary

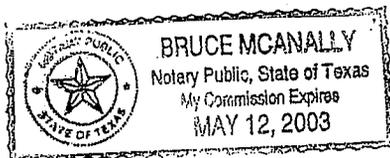
My commission expires the 23 day of MARCH, 2004.

STATE OF TEXAS
COUNTY OF TRAVIS

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Alonzo G. Arredondo, a representative of the Texas Natural Resource Conservation Commission, known to be the person whose name is subscribed to the foregoing instrument concerning the property located at: located at 1722 County Road 573 in Brazoria County, Texas and adjacent and contiguous parcels, more fully described in Part I of the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 26 day of July, 2002.



Bruce McAnally
Notary Public, State of Texas

Bruce McAnally
Typed or Printed Name of Notary

My commission expires the 12th day of May, 2003.

OPA *July*

JUN 20 1997

STATE OF TEXAS

NATURAL
RESERVATION CO.

PROPERTY ACCESS AGREEMENT

COUNTY OF BRAZORIA

77 JUN 18 1997

CHIEF CLERKS

This ACCESS AGREEMENT is entered into on JUNE 14, 1997, by and between R. M. Caldwell, owner of certain real property described below and hereafter referred to as GRANTOR, and the Texas Natural Resource Conservation Commission, hereafter referred to as GRANTEE. The GRANTOR does hereby grant and convey upon GRANTEE and its contractors, access to, across, and upon the following described property of the GRANTOR, for the purposes set out below.

Properties owned by R. M. Caldwell locally known as the Force Road Oil and Vacuum Site, Brazoria County, Texas, described as, "That certain tract or parcel of land, together with the improvements and appurtenances thereunto belonging or in anywise appertaining, including the right of ingress and egress, BEGINNING at the southeast corner of that certain tract of land, containing 28 acres, described in the Deed from R. J. MacBean, Trustee, et al, to R. M. Caldwell, recorded in Volume 400 at page 249 of the Deed Records of Brazoria County, Texas", and further described by the metes and bounds in Exhibit A.

In consideration of \$ 1.00 payment of which is acknowledged by GRANTOR and other good and valuable consideration, the GRANTOR does hereby consent to officers, employees, and parties authorized by the GRANTEE entering and having continued access to the subject property for the following purposes:

1. The taking of such soil, water, and air samples as may be determined to be necessary;
2. Other actions related to the investigation of the surface or subsurface conditions;
3. The performance of remedial activity, as necessary; and
4. Any and all actions necessary before, during, or after completion of remedial work at these properties to mitigate the releases or threats of releases of hazardous substances from or onto these properties.

The GRANTOR retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with or prevent the use of the property by GRANTEE for the purposes herein described. The GRANTEE may restrict access to a part or all of the property if health and/or safety considerations dictate or an emergency exists. The GRANTOR agrees to abide by such restrictions.

The access, rights, and privileges granted herein are exclusive, and the GRANTOR covenants that he will not convey conflicting rights within the area covered by this grant.

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, administrators, heirs, executors, and assigns.

The access, rights, and privileges herein granted shall commence upon execution of this Agreement by both parties and shall be effective so long as the GRANTEE or its contractors shall require access as necessary to perform and complete investigation and remedial activities at the above referenced properties.

Nothing in this Agreement shall be construed to limit or prohibit the exercise of the statutory rights of access by the Texas Natural Resource Conservation Commission.

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modification concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Witness my hand, this the 14 day of JUNE, 1997.

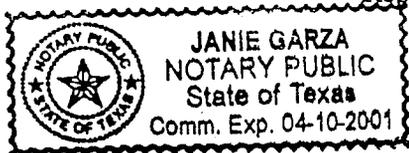
by: R. M. Caldwell
GRANTOR

Witness my hand, this the 26 day of June, 1997.

by: Marshall C. [Signature]

Representative of GRANTEE

Texas Natural Resource Conservation Commission



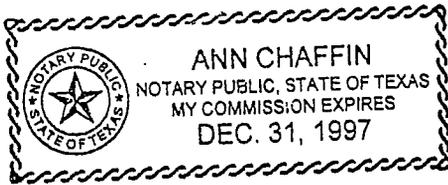
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public, on this day personally appeared R.M. CALDWELL known to me to be the person whose name is subscribed to the foregoing instrument concerning the property described therein, and acknowledged to me that he executed the same as the act and deed of the property owner for the purposes therein expressed.

Given under my hand and seal of office this 14 day of JUNE, 1997.



Ann Chaffin
Notary Public, State of Texas

Ann Chaffin
Printed Name of Notary Public

My commission expires the 31st day of December, 1997.

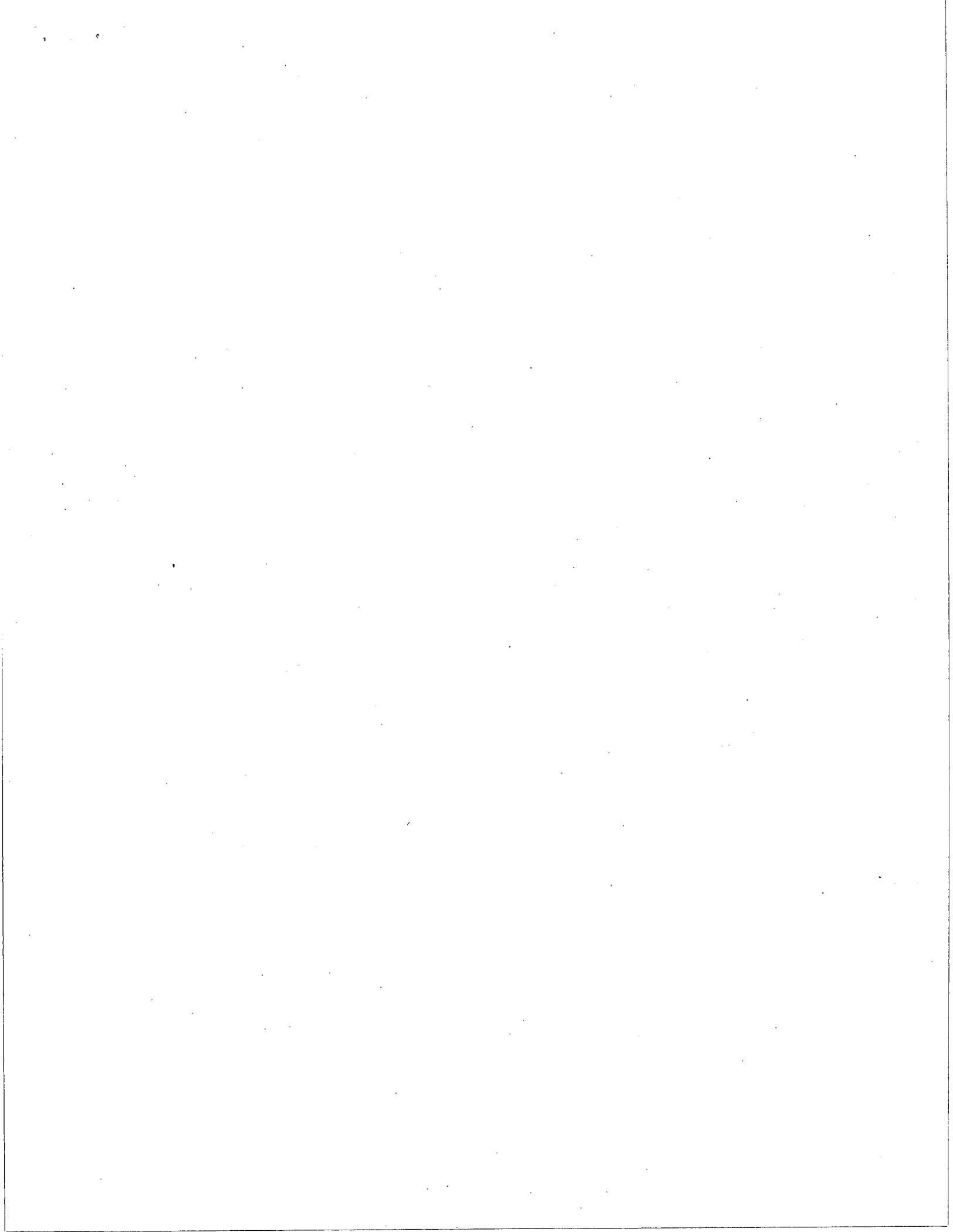


EXHIBIT G

SCHEDULE OF SUBMITTALS FOR THE FORCE ROAD OIL AND VACUUM TRUCK COMPANY STATE SUPERFUND SITE

MILESTONE	SUBMITTAL	INCLUSIONS	INITIAL SUBMITTAL DUE DATE	RESUBMITTAL DUE DATE	SUBSEQUENT RESUBMITTAL DUE DATE
Effective Date of Administrative Order					
Submittal # 1 (if additional fencing is required)	Fence Location Drawing		If PRPs own or have obtained access to the Site as of the Effective Date, 20 days after Effective Date OR If the PRPs have not obtained access as of the Effective Date] 20 days after access has been obtained in accordance with Section XVI, Access	10 days after TNRCC omments on initial submittal	5 days after TNRCC comments on previous resubmittal
Submittal # 2 (if appropriate)	Removal Action Work Plan (RAWP)		60 days after written notification from TNRCC	30 days after TNRCC comments on initial submittal	14 days after TNRCC comments on previous resubmittal
Submittal # 3 (if appropriate)	Removal Action Report (RAR)		60 days after completion of Removal Action	30 days after TNRCC comments on initial submittal	14 days after TNRCC comments on previous resubmittal
Submittal # 4	Phase 1 Affected Property Assessment Report Work Plan	Conceptual Site Model (CSM)	60 days after effective date of Administrative Order	30 days after TNRCC comments on initial submittal	14 days after TNRCC comments on previous resubmittal
		Field Sampling Plan (FSP)			

MILESTONE	SUBMITTAL	INCLUSIONS	INITIAL SUBMITTAL DUE DATE	RESUBMITTAL DUE DATE	SUBSEQUENT RESUBMITTAL DUE DATE
	(Phase 1 APAR WP)	Quality Assurance Project Plan (QAPP)			
		Standard Operating Procedures (SOPs) for Field Activities			
		DQO Documentation (DQOD)			
		Schedule			
		Onsite Health and Safety Plan (OnHASP)			
		Offsite Health and Safety Plan (OffHASP)			
TNRCC Approval of Submittal # 4					
Start of Phase 1 Field Activities			10 Day after TNRCC approval of Submittal # 4		
End of Phase 1 Field Activities					
Submittal # 5	Phase 1 Affected Property Assessment Report (Phase 1 APAR)	Results and evaluation of Phase 1 including data gaps and recommendations for Phase 2 (as appropriate)	90 days after the end of Phase 1 field activities	30 days after TNRCC comments on initial submittal	14 days after TNRCC comments on previous resubmittal
		Preliminary Tier 1 Exclusion Criteria Checklist			
		Final PCL Document (if appropriate)			
	Phase 2	Phase 2 FSP			

MILESTONE	SUBMITTAL	INCLUSIONS	INITIAL SUBMITTAL DUE DATE	RESUBMITTAL DUE DATE	SUBSEQUENT RESUBMITTAL DUE DATE
	Affected Property Assessment Report Work Plan (Phase 2 APAR WP) (if appropriate)	Phase 2 DQO Documentation			
		Phase 2 Schedule			
TNRCC Approval of Submittal # 5					
Start of Phase 2 Field Activities			10 days after TNRCC approval of Submittal # 5		
End of Phase 2 Field Activities					
Submittal # 6	Phase 2 Affected Property Assessment Report (Phase 2 APAR) (if appropriate)	Results and evaluation of Phase 2 including data gaps and recommendations for additional field activities and/or data gathering (as appropriate)	90 days after the end of Phase 2 field activities	30 days after TNRCC comments on initial submittal	14 days after TNRCC comments on previous resubmittal
		Preliminary or Final PCL Document (as appropriate)			
		Final Tier 1 Exclusion Criteria Checklist (if appropriate)			
		Tier 2 SLERA and/or Tier 3 SSERA (as appropriate)			
TNRCC Approval of Submittal # 6					
Submittal # 7	Response Action Plan (RAP)		60 days after written TNRCC	30 days after TNRCC comments on	14 days after TNRCC comments on

MILESTONE	SUBMITTAL	INCLUSIONS	INITIAL SUBMITTAL DUE DATE	RESUBMITTAL DUE DATE	SUBSEQUENT RESUBMITTAL DUE DATE
			approval of Submittal # 6	initial submittal	previous resubmittal
TNRCC Approval of Submittal # 7 and satisfaction of Administrative Order					

Exhibit H

COC DETERMINATION SAMPLING EVENT

The Respondents and the Commission agree that the Affected Property Assessment (APA) for the Site will use a two-step field investigation as outlined in this Exhibit H. The first investigation step will characterize affected media and wastes to determine an appropriate, site-specific list of constituents of concern (COCs). The first field effort will include analyses of a limited number of samples of source media to produce the COC list for the second, more extensive, field effort. The second field effort will evaluate the nature and extent requirements for the Phase 1 APAR. These two field efforts constitute the Phase 1 APA described in the Agreed Order.

The first step detailed in the Field Sampling Plan will be the COC Determination Assessment. This limited assessment will create a site-specific list of constituents. The analytical suite for the COC Determination Sampling Event includes the methods listed in Table 1:

TABLE 1

	Analytical Method	
	Solids Soil/Sediment/Sludge	Aqueous Samples Ground water/Surface water/ Waste Fluids
Volatile Organics (Target Compound List)	SW8260B	SW8260B 504*
Semivolatile Organics (Target Compound List)	SW8270C Selected Ion Monitoring (SIMS)*	SW8270C SIMS*
ICP Metals (priority pollutant metals plus barium)	SW6020A (ICP/MS)*	SW6020A (ICP/MS)*
Pesticides (Target Compound List)	SW8081A	SW8081A
PCBs (Target Compound List)	SW8082	SW8082

*Method will be run to attempt to achieve sample quantitation limits (SQLs) lower than critical Protective Concentration Levels (PCLs).

Reactivity, Corrosivity, and Ignitability (RCI) will be conducted for waste fluids and pond sediment samples. In addition, library searches for up to ten tentatively identified compounds (TICs) will be performed for Method SW8260B and up to 20 TICs will be identified for SW8270C. The presence of any TICs that are identified during the COC Determination sampling event at concentrations greater than their Action Levels (ALs) will be subsequently verified at the limits of the Affected Property as determined by the Nature and Extent Investigation.

The sampling program for the COC Determination Assessment has been developed to include sampling of the appropriate media, which include pond sediment, surface and subsurface soils, groundwater, surface water and waste fluids in the USTs. Proposed sample locations and numbers of samples will be provided in the FSP. A barge-mounted vibracore rig will be used to sample the sludge so that the ponds do not have to be dewatered in order to obtain sludge samples. Soil and sediment samples will be collected utilizing Method SW5035. The sampling program will include:

- The collection of pond sediment samples from each of the five ponds utilizing a vibracore sampler deployed from a barge;
- The collection of surface water samples from each of the ponds;
- The collection of groundwater samples from selected existing wells and monitoring groundwater levels in all of the wells to evaluate groundwater flow direction and gradient;
- The collection of surface and subsurface soil samples in or adjacent to source areas,
- The collection of a waste fluid samples from all three USTs, and
- The collection of surface and subsurface background soil samples from locations to be analyzed for metals and pesticides.

Data reporting and data review/validation will be conducted in accordance with the requirements of the State Superfund Program QAPP (TNRCC Document No. 200919.2).

Upon completion of the data review and validation, a Technical Memorandum will be prepared that presents the results of the COC Determination Sampling Event. The memorandum will include recommendations as to the appropriate COCs for the next step in the FSP, as supported by the analytical results. The Technical Memorandum will be submitted to TNRCC for approval of the site-specific COC list. Upon approval of the site-specific COC list, the Phase 1 Nature and Extent Assessment will be performed in accordance with State Superfund requirements.