

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Tilden Way & Clement Avenue
Transportation Improvement Site
Tilden Way and Clement Avenue
Alameda, California 94501

Proponent:

City of Alameda
2263 Santa Clara Avenue Rm 130
Alameda, California 94501

Docket No. HSA-FY22/23-125

Standard Voluntary Agreement

Health and Safety Code
Section 25355.5(a)(1)(C)

The California Department of Toxic Substances Control (DTSC) and the City of Alameda (Proponent) enter into this Standard Voluntary Agreement (Agreement) and agree as follows:

1. Site. This Agreement applies to the Site located at Tilden Way; Alameda, in Alameda County, California 94501 (Site), identified by Alameda County Assessor's Parcel Number(s) 70-196-27-2 and 70-196-42, and any off-site area to which hazardous substances have or may have migrated from the Site. The Site is approximately 1.44 acres in size and is bordered by residential and commercial properties to the north, Tilden Canal to the east, Tilden Way to the south, and Broadway to the west. The Site is currently a vacant lot. The Site is separated by Blanding Avenue. Historically, the Site operated as a railroad corridor for Union Pacific, a loading platform is present on-site near the western end. A Site location map and a Site diagram are attached as Exhibits A and B.

2. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C), which authorizes DTSC to enter into an enforceable agreement to oversee investigation and/or remediation of a release or a threatened release of any hazardous substance at or from the Site.

3. Purpose. The purpose of this Agreement is for Proponent to investigate, remediate, and/or evaluate a release, a threatened release, or a potential release of any hazardous substance at or from the Site under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from Proponent for DTSC's oversight costs incurred pursuant to this Agreement.

4. Ownership and Notification.

4.1. The Site is owned by the City of Alameda.

4.2. Prior to DTSC providing oversight or review or comment on any document, Proponent shall provide DTSC with all of the following: (a) proof of the identity of all current record owners of fee title to the Site and their mailing addresses; (b) written evidence that the owners of record have been sent a notice that describes the actions completed or proposed by Proponent; and (c) an acknowledgment of the receipt of the notice required in subparagraph (b) from the property owners or proof that Proponent has made reasonable efforts to deliver the notice to the property owner and was unable to do so.

4.3. Proponent shall notify DTSC of any changes in ownership of the Site subsequent to the Effective Date of this Agreement and provide written evidence that Proponent notified the new owner(s) of record of the actions completed or proposed by Proponent under this Agreement.

5. Substances Found at the Site. Based on the information available to DTSC and Proponent, the Site is or may be contaminated with hazardous substances, including metals.

6. Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. Proponent agrees to perform all the work required by this Agreement. Proponent shall perform the work in accordance with applicable local, state and federal statutes, regulations, ordinances, rules and guidance documents, in particular, Health and Safety Code section 25300 et seq., as amended.

7. Additional Activities. DTSC and Proponent may amend this Agreement to include additional activities in accordance with Paragraph 18 of this Agreement. If DTSC expects to incur additional oversight costs for these additional activities, it will provide an estimate of the additional oversight costs to Proponent.

8. Endangerment During Implementation.

8.1 Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

8.2 In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities in accordance with Paragraph 7 of this Agreement or to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

9. Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

10. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file compatible with Adobe Acrobat or a formatted file compatible with Microsoft Word. Proponent shall provide the electronic copy via EnviroStor's Electronic Submittal of Information (ESI) portal unless otherwise instructed by DTSC. Additionally, Proponent shall upload sampling data to the ESI portal in the Electronic Deliverable Format (EDF).

11. Photographs and Drawings. Upon request by DTSC, Proponent shall provide DTSC with photographs Proponent has in its possession of the Site and activities at the Site, as well as drawings Proponent has in its possession in connection with redevelopment plans for the Site. Proponent shall allow DTSC to take photographs of the Site, including activities at the Site, whenever DTSC accesses the Site pursuant to Paragraph 9. Proponent grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, the photographs or drawings DTSC obtains pursuant to this paragraph for any use, including, but not limited to, project documentation, public outreach, web and social media content, and marketing materials. This paragraph does not apply to drawings that contain confidential business information.

12. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports,

and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

13. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

14. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. The Proponent's Project Manager shall have the technical expertise in project management, regulatory compliance, and hazardous substance site investigation and remediation sufficient to fulfill his or her responsibilities. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

15. Proponent's Consultant and Contractor. All engineering work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional engineer licensed in California, with expertise in hazardous substance site investigation and remediation. All geological work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional geologist licensed in California, with expertise in hazardous substance site investigation and remediation. Proponent's contractors and consultants shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the registered professional engineer and/or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

16. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document

incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

17. Payment.

17.1 Proponent is required to pay (a) all costs incurred by DTSC in association with preparation of this Agreement, and for oversight activities, including review of documents, conducted prior to the effective date of this Agreement; and (b) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents and activities described in Exhibit C and associated documents, and oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice.

17.2 An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC may provide an adjusted cost estimate as the work progresses. Prior to adjusting the cost estimate, DTSC will provide Proponent with a written notice and a detailed explanation of the change to the cost estimate. DTSC will bill Proponent quarterly. Proponent agrees to make payment within 30 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by Proponent.

17.3 In anticipation of oversight activities to be conducted, Proponent shall make an advance payment of **\$67,212** to DTSC no later than 10 days after this Agreement is fully executed. It is expressly understood and agreed that DTSC's receipt of the entire advance payment as provided in this paragraph is a condition precedent to DTSC's obligation to provide oversight, review of or comment on documents. DTSC will draw-down from the advance payment, which will be documented in DTSC's invoice. When the advance payment is depleted, DTSC will continue to request payment through the invoice process.

17.4 All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control" and bearing on its face the project code for the Site (Site # **202296**) and the docket number **HAS-FY22/23-125** of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards or electronic funds transfer. Payments by check shall be sent to:

Accounting Office
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

17.5 DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.

17.6 In addition to direct costs incurred by DTSC, DTSC also bills its indirect costs associated with direct staff costs. Such indirect costs are only applied to DTSC direct labor costs and not to DTSC contractor costs or DTSC staff travel costs. DTSC calculates separate indirect cost rates (salary/benefits and general operating costs) for each of its major programs (Site Mitigation and Restoration, Hazardous Waste Management, and Safer Products and Workplaces Programs). Because the ratio of direct to indirect costs varies among DTSC's various programs, the indirect cost rates associated with those programs will also vary. Pursuant to Health and Safety Code section 25269.4, the Department calculates and updates its indirect cost rates every six months. These indirect rates are reflected in the Cost Estimate in Exhibit D.

18. Amendments. This Agreement may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

19. Termination for Convenience.

19.1 Except as otherwise provided in this paragraph, each party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other party. In the event that this Agreement is terminated under Paragraph 19.1, Proponent shall be responsible for DTSC costs through the effective date of termination.

19.2 If operation and maintenance activities are required for the final remedy, Proponent may not terminate the Agreement under Paragraph 19.1 upon DTSC's approval of an Operation and Maintenance Plan as proposed by Proponent, unless an Operation and Maintenance Agreement is entered into between DTSC and Proponent

or between DTSC and a party responsible for the required operation and maintenance activities.

20. Calendar of Tasks and Schedules. The attached Exhibit E (Calendar of Tasks and Schedules) is merely for the convenience of listing in one location the submittals required by this Agreement. The Calendar of Tasks and Schedules lists activities specific to this project based on the available information. DTSC and Proponent shall make a reasonable effort to complete the activity within the schedule outlined in Exhibit E. A schedule for each related activity shall be established as part of this Agreement.

If Proponent is unable to meet the activity's schedule, Proponent will notify DTSC's Project Manager 10 days prior to the scheduled action or submittal date. If DTSC is unable to meet the activity's schedule, DTSC will notify Proponent 10 days prior to the scheduled action or submittal date.

21. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

22. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to the Proponent under applicable laws.

23. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

24. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

25. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or the Site resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by Proponent or its agents in carrying out the activities pursuant to this Agreement.

26. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in

the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

27. California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

28. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.

29. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

30. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.

31. Representative Authority. Each undersigned representative of the party to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

32. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document. This Agreement and documents related to it may be executed and transmitted by facsimile or pdf copy, which copies shall be deemed to be, and utilized in all respects as, an original. However, Proponent must provide the wet-inked signed original of each counterpart to DTSC by mail within 14 calendar days of signing.

_____ Date: _____

Marikka Hughes, P.G.
Unit Chief, Acting Branch Chief – Berkeley Region
Site Mitigation and Restoration Program
Department of Toxic Substances Control

_____ Date: _____

Jennifer Ott
City Manager
City of Alameda

LIST OF EXHIBITS TO THE AGREEMENT

EXHIBIT A: SITE LOCATION MAP

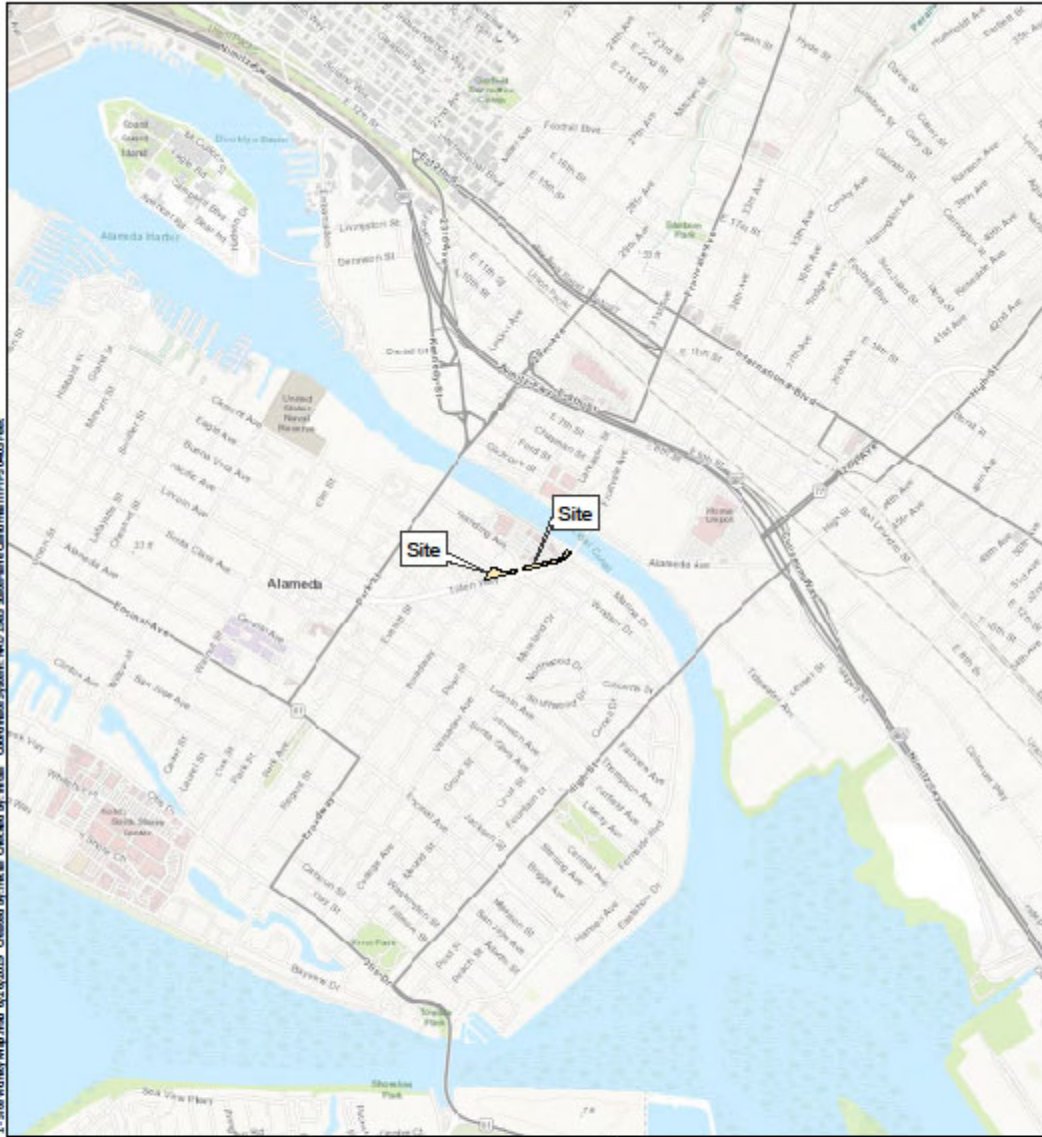
EXHIBIT B: SITE DIAGRAM

EXHIBIT C: SCOPE OF WORK

EXHIBIT D: COST ESTIMATE FOR DTSC OVERSIGHT SERVICES

EXHIBIT E: CALENDAR OF TASKS AND SCHEDULE

EXHIBIT A SITE LOCATION MAP



File E:\GIS\City\0284 - Alameda Intermodal Map.mxd 6/16/2019 Created by: hhh/ll Checked by: hhh/ll 11/17/19 04:03 Feet



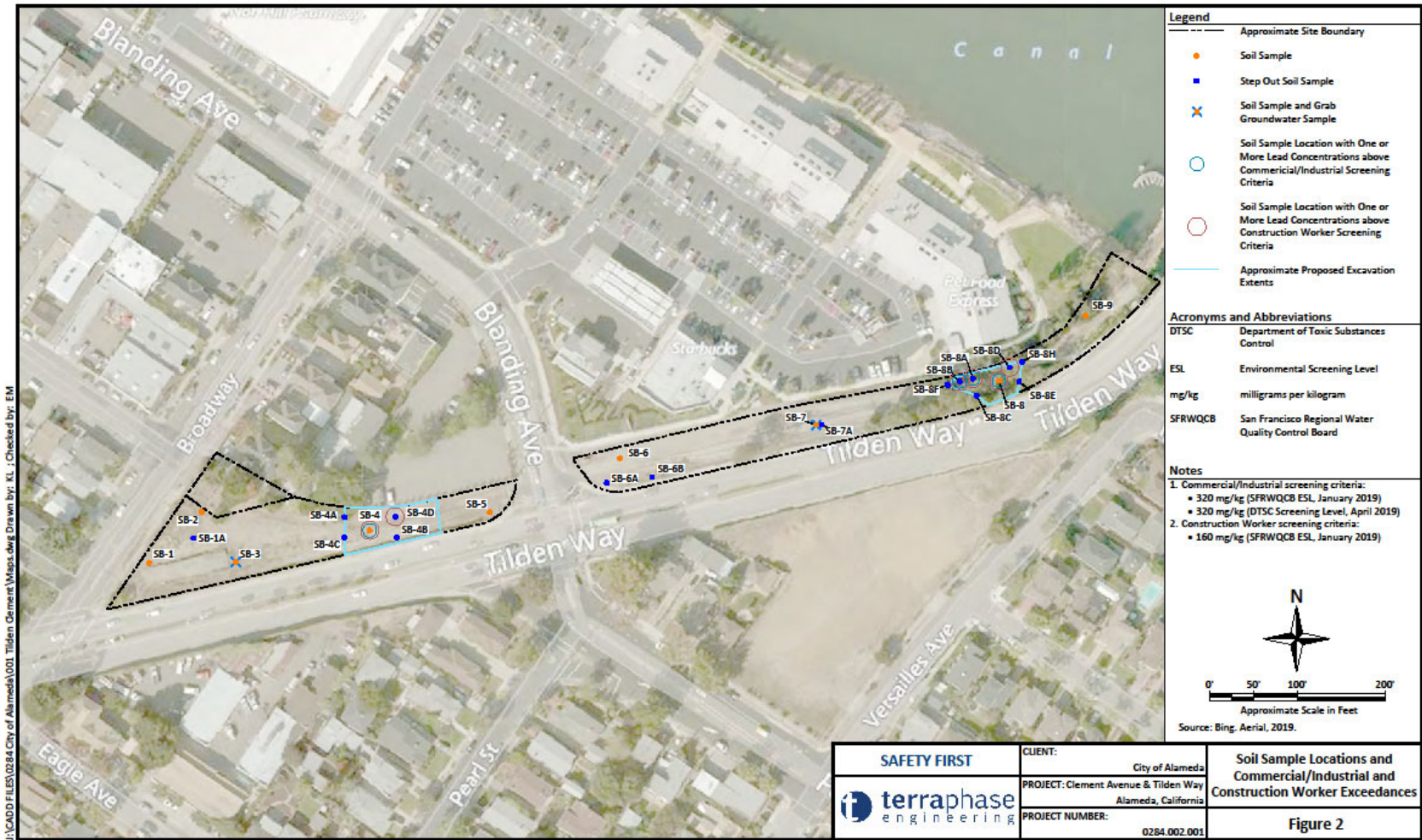
Legend

Approximate Site Boundary

Base Map: USGS Oakland East, CA (1997) 7.5 Minute Quadrangle.

	CLIENT: City of Alameda	<h2 style="margin: 0;">Site Vicinity Map</h2>
	PROJECT: Clement Avenue & Tilden Way Alameda, California	
	PROJECT NUMBER: 0284.002.001	
		<h2 style="margin: 0;">FIGURE 1</h2>

EXHIBIT B SITE DIAGRAM



J:\CADD FILES\0284 City of Alameda\001 Tilden Clement Maps.dwg Drawn by: KL, Checked by: EM

EXHIBIT C SCOPE OF WORK

The following tasks will be completed as part of this Agreement:

TASK 1 Document Review

Proponent will submit to DTSC available background information, environmental assessment reports, and any other information pertinent to the hazardous substance management, release, characterization, and/or cleanup of the Site. DTSC may review some or all the information to identify areas and media of concern and to determine the additional work, if any, required to complete the investigation (which includes assessment/evaluation activities not requiring field sampling) and/or remediation of the Site. Proponent may also provide environmental investigation and/or cleanup-related documents for a specific review to determine if actions conducted without DTSC oversight were protective of human health and the environment. The information submitted by Proponent shall be reviewed for conformance with DTSC standards for quality assurance/quality control, investigation, and remediation.

Based on DTSC's review, these documents may be considered to be Preliminary Endangerment Assessment equivalent documents.

Subsequent to its review, DTSC may issue correspondence to the Proponent describing deficiencies of the environmental investigation or cleanup, indicate a limited concurrence with the findings, or make a different determination based on specific circumstances and documents included in the review. For projects where the scope of work is limited to document review only, a formal scoping meeting may not be required, based on mutual agreement between DTSC and the Proponent.

Documents included in this task are:

- 1. Phase II Technical Memorandum: Soil and Groundwater Investigation, Clement Avenue/Tilden Way Property, Terraphase Engineering, October 17, 2019.**

TASK 2 Scoping Meeting (completed)

[Scoping meetings](#) are required for all voluntary projects where investigation or cleanup is an anticipated aspect of the scope of work; these are conducted shortly after the agreement has been executed, or depending on specific circumstances, may be held during the agreement-negotiation period. During the scoping meeting, potential issues, concerns, opportunities to optimize and expedite the investigation (which includes assessment/evaluation activities not requiring field sampling) and cleanup process, as applicable, and end-points/exit criteria will be discussed.

An abbreviated version of the scoping meeting is recommended prior to submittal of work plans, reports and cleanup plans to ensure that both the Proponent and DTSC are moving forward with clear and well-defined expectations.

The following elements may be addressed during the Scoping Meeting:

- a) **Site Objectives:** current and proposed future land uses and redevelopment plans and timetables, etc.
- b) **Site History:** historic operations and land uses, chemical uses, hazardous substance releases, permits, etc.
- c) **Conceptual Site Model:** identification of size, location, geology, lithology, hydrogeology, areas of concern, contaminants of concern, recognized environmental conditions, historic sampling locations and results, data gaps, risk assessments, offsite concerns, etc.
- d) **Scope of Work:** scope of work (phases) as specified in the Agreement based on the available information and preliminary document review; may include discussion about the cleanup determination (e.g., “No Further Action”) and decision document proposed for the Site, e.g., Preliminary Endangerment Assessment, Removal Action Work Plan for removal action with costs below \$2 million, or Remedial Action Plan for projects exceeding \$2 million in capital costs, or proposing innovative technologies, etc.
- e) **Data Quality Objectives and Remedial Action Objectives:** discussion of specific Data Quality Objectives to ensure that appropriate data of sufficient quality is collected to facilitate decision-making; discussion of potential cleanup goals and objectives.
- f) **Risk Assessment and Models:** evaluation of published screening levels, if available and appropriate, or use of project-specific risk assessments; discuss risk management and risk communication strategies.
- g) **California Environmental Quality Act (CEQA) requirements:** identification of project-specific requirements where applicable, e.g., cultural resources, traffic concerns, ecological resource protection, etc.; identify what DTSC’s CEQA role is predicted to be, which documents will be developed, and how to integrate CEQA needs within the overall schedule.
- h) **Public Participation & Tribal Outreach:** discussion of community and tribal involvement and public outreach process, methods, translation needs, and schedule.
- i) **Schedule:** agreed-upon submittal and review dates and timelines for work plans, fact sheets, reports and other key documents; development of optimal sequencing of activities to efficiently reach project goals.

- j) **Resources:** Review checklists, quick reference sheets, and templates are available for use by those developing documents for DTSC review and approval. (These tools will be periodically updated and may be made available to Proponents by the DTSC Project Manager)
- k) **Exit Strategy & Completion of Agreement:** proposed future land use, Site acquisition and construction dates, funding limitations or requirements, approval for occupancy, etc. to ensure alignment of Proponent and DTSC goals.
- l) **Site Visit:** A visit to the Site will be conducted to verify and confirm current conditions and project discussions; the visit may take place on the same date as the scoping meeting. Subsequent visits may be needed if Site conditions change, if new staff are assigned, or for field oversight.

TASK 3 Supplemental Site Investigation (SSI)

- 3.1 **SSI Work Plan.** Proponent will submit a work plan that describes the activities proposed to further characterize soil, soil gas, surface water and/or groundwater. The work plan should also include a health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule. Proponent will begin implementation of the approved work plan in accordance with the approved implementation schedule. DTSC may provide oversight of work plan implementation.
- 3.2 **SSI Report.** Proponent will submit an SSI Report that, at a minimum, presents the data, summarizes the findings of the investigation, validates the data, and includes recommendations and conclusions.

TASK 4 Health Risk Assessment

Proponent will conduct a risk evaluation consistent with [U.S. EPA Risk Assessment Guidance for Superfund](#) and the most current version of the applicable [DTSC guidance documents](#). This evaluation must identify chemicals of concern and potential routes of exposure; characterize the potential risk and/or non-cancer hazard; evaluate potential threats to environmental receptors; consider existing and contemplate uses; and identify cleanup goals.

TASK 5 Remedy Selection Document

- 5.1 **Removal Action Work Plan.** If DTSC determines a removal action is appropriate, Proponent will prepare a Removal Action Work Plan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Work Plan will include:
 - A description of the onsite contamination;

- The goals to be achieved by the removal action;
- An analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- A description of the recommended alternative (including any required land use covenants, financial assurance, and operation and maintenance plan and agreement requirements).
- Administrative record list;
- Sampling and Analysis Plan with corresponding Quality Assurance Plan to confirm the effectiveness of the RAW, if applicable; and
- Health and Safety Plan describing methods that will be employed during the removal action to ensure the health and safety of workers and the public during the removal action. A detailed community air monitoring plan shall be included if requested by DTSC.

5.2 Remedial Action Plan. If the proposed removal action does not meet the requirements of Health and Safety Code section 25356.1(h), Proponent will prepare a Remedial Action Plan (RAP) in accordance with Health and Safety Code section 25356.1(c) for DTSC review and approval.

The RAP summarizes the results of the site characterization, risk evaluation and feasibility study and sets forth in detail appropriate steps to remedy soil, surface water and groundwater contamination at the Site and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all proposed removal and remedial actions.

TASK 6 California Environmental Quality Act (CEQA)

In order to meet [CEQA](#) obligations, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

TASK 7 Remedial Design and Implementation Plan

Proponent will either (a) prepare and submit a Remedial Design and Implementation Plan (RDIP) in accordance with the agreed upon schedule contained in the approved Remedy Selection Document; or (b) depending on the complexity of the proposed removal or remedial action, incorporate the factors typically addressed in a RDIP into the Remedy Selection Document.

The factors typically addressed in a RDIP are:

- a) technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative(s);
- b) a schedule for implementing the construction phase;
- c) a description of the construction equipment to be employed;
- d) a site specific hazardous waste transportation plan (if necessary);
- e) any required registration requirements for contractors, transporters and other persons conducting the removal and remedial activities for the Site;
- f) post-remedial sampling and monitoring procedures for air, soil, surface water and groundwater;
- g) operation and maintenance procedures and schedules;
- h) a health and safety plan; and
- i) a community air monitoring plan, if required by DTSC.

TASK 8 Implementation of Remedy

Upon DTSC approval of the final RAW or RAP and RDIP (if required), the Proponent shall implement the remedy, as approved.

TASK 9 Remedial Action Completion Report

Proponent shall submit a report documenting the implementation of the final RAW or RAP and RDIP and noting any deviations from the approved plan.

During implementation of the final RAW or RAP and RDIP, DTSC may specify such additions, modifications and revisions to the RAW or RDIP as deemed necessary to protect human health and safety or the environment or to implement the RAW or RAP.

TASK 10 Public Participation

DTSC requires that specific [public engagement](#) activities be conducted for projects undergoing a PEA, RAW, or RAP. However, based on the level of community interest, media interest, sensitive land uses, demographics and other factors, as determined by DTSC, public engagement activities may be requested for other projects types as well. Proponent will be responsible for all costs associated with the translation and/or interpretation of public participation content required under DTSC's policies, procedures, guidance documents, and state and federal law.

The following tasks apply only if a RAW or RAP is being required by DTSC:

- 10.1 Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest, if needed. Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making

process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7 (and 25356.1(e), if conducting a RAP) and with DTSC's review and approval.

- 10.2 A scoping meeting regarding the RAW or RAP will include a discussion on the appropriate activities that will be conducted to address public participation.
- 10.3 DTSC may conduct an assessment of community interest in the Site, which may include, but will not be limited to, the development of a survey, outreach to local elected and public officials and community members, distribution of the survey through mail and/or social media, analysis of survey results, and community interviews. Results of the survey will be shared with the Proponent and should be included in the community profile.
- 10.4 Proponent, working collaboratively with DTSC, shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; surrounding land uses; demographic profile and languages; CalEnviroScreen results; information repositories; recommended public engagement activities; and involvement of community groups and elected officials. The community profile may also include a quarter-mile radius mailing list for the Site, a list of applicable elected officials, and any known community members who may have expressed an interest in the Site.
- 10.5 Proponent, working collaboratively with DTSC, shall develop and submit fact sheets or community updates to DTSC for review and approval when specifically requested by DTSC. Proponent may be responsible for printing and distribution of fact sheets or community updates upon DTSC approval using the approved community mailing list.
- 10.6 Proponent, as directed by DTSC, shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.
- 10.7 DTSC may require that Proponent hold a public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.
- 10.8 After the close of the public comment period, DTSC will prepare a response to the public comments received. If required, Proponent shall submit the information necessary for DTSC to prepare this document.
- 10.9 If appropriate, Proponent will revise the RAW/RAP on the basis of comments received from the public and submit the revised RAW/RAP to DTSC for review and approval. If significant or fundamental changes are required, additional public

participation activities, including an additional review and comment period, may be required. Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 11 Tribal Outreach and Consultation

DTSC's assigned Project Manager will coordinate with DTSC's Office of Environmental Equity to ensure compliance with DTSC's Tribal Consultation Policy. This process may include consultation with California tribes to determine whether or not they have an interest in Site activities.

TASK 12 Land Use Covenant

A [land use covenant](#) (LUC) pursuant to California Code of Regulations, title 22, section 67391.1 may be necessary to ensure full protection of the environment and human health. DTSC may require such a LUC in a DTSC-approved remedy based on a RAW, RAP, PEA, or other decision document. If Proponent is the owner of the Site, Proponent agrees to record the LUC as approved by DTSC within ten (10) days of receipt of a fully executed original.

If the Proponent is not the owner of the Site and a LUC is required, Proponent will work with the owner to provide DTSC with written confirmation that the owner will cooperate in implementing the DTSC-approved remedy, which may include a LUC. The Proponent must provide DTSC with the owner's written confirmation prior to the date the draft decision document is to be circulated for public notice and comment. If the Proponent is unable to provide DTSC with written confirmation from the owner, a LUC may not be executed for the Site and the proposed remedy will be reevaluated.

TASK 13 Operation and Maintenance (O&M)

Proponent shall comply with any and all operation and maintenance requirements in accordance with the final RAW, final RAP, or a DTSC-approved RDIP or O&M Plan. If deemed necessary, DTSC may require Proponent to enter into an O&M Agreement with DTSC.

TASK 14 Financial Assurance

Proponent shall establish and maintain a [financial assurance mechanism](#) pursuant to California Health and Safety Code section 25355.2 and DTSC's costs incurred in overseeing these activities prior to implementing any required O&M activities, LUC-related activities, and five-year review activities. Proponent shall demonstrate and maintain one or more of the financial assurance mechanisms set forth in subdivisions (a) to (e), inclusive, of Section 66265.143 of Title 22 of the California Code of Regulations.

TASK 15 Discontinuation of Remedial Technology

Any remedial technology employed in implementation of the final RAP/RAW shall be left in place and operated by Proponent until and except to the extent that DTSC authorized Proponent in writing to discontinue, move or modify some or all of the remedial technology because Proponent has met the criteria specified in the final RAW/RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAW/RAP.

TASK 16 Health and Safety Plan

The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192. The Health and Safety Plan shall be submitted before field activities begin.

TASK 17 Quality Assurance/Quality Control (QA/QC) Plan

All sampling and analysis conducted by Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by Proponent and approved by DTSC. The QA/QC Plan will describe:

- a) The procedures for the collection, identification, preservation and transport of samples;
- b) The calibration and maintenance of instruments;
- c) The processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- d) How the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

EXHIBIT D
COST ESTIMATE

EXHIBIT D
COST ESTIMATE WORKSHEET
Type of Agreement: Standard Voluntary Agreement
Date: July 2023
Site Name: Tilden Way & Clement Avenue Transportation Improvement Site
Site Code: 202296

Task No. In Agreement

DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Industrial Hygienist	HQ Engineering	Public Participation	HQ CEQA	OEJTA	Legal	Project Assistants	
Classification (personnel)	HSE	HSE	Sr. ES (Sup)	Staff Toxicologist	Engineering Geologist	Assoc IH	Sr. HSE	PPS	Senior Environmental Planner	Sr. ES (Spec)	Attorney IV	Associate Program Analyst	Office Technician (Typing)
TASK: (enter # hrs)													
Agreement													
Prep./Negotiation	5	7	3									1	1
Project Management		20	5										
Scoping Meeting	1	1	1										
Site Visit		8			16	4							
Review Background Information (Phase II)		8	2	4	4								1
Supplemental Site Characterization													
- Workplan		8	2	4	16								
- Implementation													
- Report		8	2	4	16								1
Risk Analysis		3	1	8									
Public Participation		16						44				1	1
CEQA		8							15				
Cleanup Plan (RAW, CLRRRA Response Plan, RAP, etc.)		45	5	16	16					20			1
Implement Cleanup Plan													
Cleanup Completion Report		12	4	8	8		8						1
Design		4					8						
Certification		16	5										
Deed Restriction		16	2								2	1	1
Operation & Maint													
Total No. Hours/Class	6	180	32	44	76	4	16	44	15	20	2	3	7
Hourly Rate/Class	\$286	\$286	\$317	\$280	\$287	\$238	\$336	\$180	\$245	\$238	\$369	\$180	\$110
Cost/Class	\$1,716	\$51,480	\$10,144	\$12,320	\$21,812	\$952	\$5,376	\$7,920	\$3,675	\$4,760	\$738	\$540	\$770
Subtotal	\$122,203												
Contingency (10%)	\$12,220												
Grand Total Cost	\$134,423												
Advance Payment	\$67,212												

Notes:

EXHIBIT E
CALENDAR OF TASKS AND SCHEDULE

Activity	Schedule
Scoping Meeting	During Agreement negotiation, or shortly after Agreement execution based on DTSC evaluation of project needs
Advance Payment	Within 10 days of Agreement execution
Submit existing data	Within 10 days of Agreement execution, or as requested by DTSC
DTSC Completion of Document Review	Within 30-45 days of receipt of documents included in review and/or completion of Scoping Meeting
Submit investigation work plan	Within 30 days of scoping meeting, or as decided during scoping meeting
DTSC decision on investigation work plan	Within 75 days of date received by DTSC ¹
Submit investigation report	Within 45 days of completion of field work ²
DTSC decision on investigation report	Within 100 days of receipt by DTSC ¹ . May include recommendation for further investigation or cleanup, no further action, or no further action with conditions.
Submit draft cleanup plan	As directed by DTSC
Submit Community Profile	Within 30 days of DTSC's request
Submit CEQA documentation	Concurrent with the cleanup plan

¹ Note that DTSC approvals in the target timeframes are contingent upon receiving documents that meet industry standards, comply with DTSC's direction, and that responses to DTSC questions and/or comments are received in a timely manner.

² If workplan activities are not initiated within six months of the date of DTSC approval, DTSC may require additional investigation, public participation activities, and/or revision to the document.

Public Review/Comment Period, mailing of fact sheet to site mailing list and placement of public notice.	Upon DTSC's approval of cleanup plan for public review and comment.
DTSC decision on cleanup plan	DTSC to approve cleanup plan, if appropriate, after addressing public comments, within ~150 days of receipt of draft.
Implement cleanup	Within 90 days of DTSC approval of cleanup plan, or as directed by DTSC in conjunction with Proponent ³
Submit cleanup completion report	Within 90 days from the date of implementation of cleanup plan
DTSC decision on cleanup completion report	Within 100 days of received by DTSC ¹ . May include recommendation for no further action, or no further action with conditions.
Submit Operation and Maintenance Plan	As directed by DTSC
Operations and Maintenance Agreement	As directed by DTSC
Land Use Covenant	As directed by DTSC
Invoices	DTSC issues quarterly
Cost estimate and Scope of Work Updates and Amendments	DTSC updates the scope and cost estimate annually, or as needed, based on work needed to complete the Agreement. Amendments are issued on an as-need basis.

³ If cleanup plan activities are not initiated within one year of the date of DTSC approval, DTSC may require additional investigation, public participation activities, or revision to the document.