STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of: Victoria Golf Course Site (Former BKK Carson Dump) Carson, California Respondents: County of Los Angeles Hall of Administration 500 W. Temple Street, Rm. 754 Los Angeles, California 90012 BKK Corporation a California corporation 2210 South Azusa Avenue West Covina, California 91792 Goodyear Tire and Rubber Company an Ohio corporation 1144 East Market Street Akron, Ohio 44316 Watson Land Company a California corporation 22010 South Wilmington Avenue Suite 400 Carson, California 90745 City of Carson City Hall 701 East Carson Street P.O. Box 6234 Carson, California 90749	Docket No. HSA-CO 05/06-114 SETTLEMENT AGREEMENT and CONSENT ORDER Health and Safety Code Sections 25355.5(a)(1)(C), 58009, and 58010

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City of Los Angeles)
Department of Public Works)
Bureau of Sanitation)
1149 South Broadway)
Los Angeles, California 90015)
)
Shell Oil Company)
a Delaware corporation)
One Shell Plaza)
910 Louisiana Street)
P O. Box 2463)
Houston, Texas 77002)

I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) and the County of Los Angeles; Goodyear Tire and Rubber Company, a Ohio corporation; Watson Land Company, a California corporation; BKK Corporation, a California corporation; the City of Carson; the City of Los Angeles; and Shell Oil Company, a Delaware corporation, (collectively, Respondents) hereby enter into this Settlement Agreement and Consent Order (Consent Order) and agree to its terms and conditions. DTSC and Respondents are referred to collectively herein as the Parties.

1.2 Purpose. This Consent Order is entered into by the Parties to avoid difficult and prolonged litigation and to allow Respondents to take certain response actions at the site. DTSC and the Respondents acknowledge that this Consent Order has been negotiated in good faith and that the actions taken by the Respondents in accordance with this Consent Order do not constitute an admission of any liability. The Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the findings of fact and conclusions of law in Sections II and III of this Consent Order. The Respondents agree to comply with and be bound by the terms of this Consent Order and further agree that they will not contest the basis or validity of this Consent Order or its terms.

The Parties also agree that this Consent Order constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Respondents are entitled, as of the effective date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C §§9613(f)(2) and 9622(h)(4) for matters addressed in this Consent Order.

1.3 Site. This Consent Order applies to various properties located in the vicinity of 340 East 192nd Street, City of Carson, County of Los Angeles, California 90746, collectively constituting a portion of the former Ben K. Kazarian (BKK) Carson Dump. The properties are approximately bounded by Main Street to the West, 189th and 192nd

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Streets to the north, Avalon Boulevard to the East, and Del Amo Boulevard and the Dominguez Channel to the south and southwest. The property consists of approximately 266 acres and includes, but is not necessarily limited to, the following properties identified by Assessor's Parcel Numbers 7339017917, 7339017911, 7339017910, 7339017002, 7339017014, 7339017900, 7339017901, 7339017902, 7338022900, 7339017905, and 7339017906. A map showing the properties is attached as Exhibit "A." This Consent Order applies to these properties and the areal extent of contamination that resulted from activities on the properties (Site).

1.4 Jurisdiction. This Consent Order is entered into by the Parties pursuant to Health and Safety Code sections 25355.5(a)(1)(C), 58009, and 58010.

Health and Safety Code section 25355.5(a)(1)(C) authorizes DTSC to enter into an enforceable agreement with a responsible party for the site which requires the party to take necessary corrective action to remove the threat of the release, or to determine the nature and extent of the release and adequately characterize the site, prepare a remedial action plan, and complete the necessary removal or remedial actions, as required in the approved remedial action plan.

Health and Safety Code section 58009 authorizes DTSC to commence and maintain all proper and necessary actions and proceedings to enforce its rules and regulations; to enjoin and abate nuisances related to matters within its jurisdiction which are dangerous to health; to compel the performance of any act specifically enjoined upon any person, officer, or board, by any law of this state relating to matters within its jurisdiction; and/or on matters within its jurisdiction, to protect and preserve the public health.

Health and Safety Code section 58010 authorizes DTSC to abate public nuisances related to matters within its jurisdiction.

II. FINDINGS OF FACT

DTSC hereby finds:

2.1 Liability of Respondents. Each Respondent is a responsible party or liable person as defined in Health and Safety Code section 25323.5.

2.1.1 BKK Corporation is a former Site owner/operator.

2.1.2 The County of Los Angeles, Goodyear Tire and Rubber Company, Watson Land Company, and the City of Carson are current property owners of portions of the Site.

2.1.3 The County of Los Angeles, the City of Los Angeles, and Shell Oil Company arranged for disposal of hazardous substances at the Site.

2.2 Physical Description of Site. The Site is approximately bounded by 189th and 192nd Streets to the north, Avalon Boulevard to the east, Del Amo Boulevard and the Dominguez Channel to the South/Southwest and Main Street to the West. The exact boundaries of the waste disposal at the Site are not clearly defined. The Site is located in a mixed recreational, commercial, residential, and industrial area. It is currently occupied by the Victoria County Golf Course, Victoria County Cricket Field, a portion of Victoria Regional County Park, the Goodyear Airship Operations Center, the Dominguez Channel, and the Dominguez Branch Channel. The Site is approximately bordered on the north by single family dwellings and Towne Avenue Elementary School; on the west by commercial businesses; on the south by the Dominguez Channel; and on the east by single family dwellings.

2.3 Site History.

2.3 1 The approximately 266 acre Site was leased by the Dominguez Estate Company to Ben K. Kazarian in 1948. The Site operated as a Class II landfill from 1948 to 1959 and was known as the Ben K Kazarian (BKK) Carson Dump. It was permitted to accept inert solid fill (e.g., rock, concrete, and earth), household and commercial refuse (e.g., paper wood, rubber shrubbery, and paint sludge), garbage (e.g , animal and vegetable products), and liquids and semi-liquids (e.g., drilling muds and printer's ink). The Site was unlined and did not have a leachate collection system during its period of operation, in which an estimated 3 to 5 million tons of waste were deposited. It does not appear that the Site went through formal closure. Documents indicate that a minimum of 3 feet of earth was placed over the refuse. Erosion and subsidence have at times exposed debris in scattered locations of the Site. Most of the Site is currently owned by the County of Los Angeles and occupied by the Victoria County Golf Course and Cricket Field, and a portion of the Victoria Regional County Park. A 30 acre parcel is owned by Goodyear Tire and Rubber and occupied by the Goodyear Airship Operations Center, and the remainder of the Site is owned by the Watson Land Company, and the City of Carson.

2.3.3 The Los Angeles County Department of Public Works (DPW) has conducted quarterly methane monitoring of the landfill since 1980. DPW has installed a total of 25 landfill gas monitoring probes around the perimeter and inside the Site. Methane gas sensors were also installed inside structures on and near the Site.

2 4 Hazardous Substances Found at the Site

2.4 1 In 1988, the South Coast Air Quality Management District found vinyl choride, tetrachloroethene, bezene and other volatile compounds in ambient air at the Site and high levels of vinyl chloride (up to 2,290 parts per billion by volume) and benzene (up to 1,413 parts per billion by volume) in landfill gas. There is no methane recovery system at the Site.

2.4 2 The United States Environmental Protection Agency (USEPA) completed a Screening Site Inspection in 1989 and a Site Inspection Prioritization in March 1994. Both inspections did not involve sampling USEPA observed depressions in the

topography of the golf course created by the settling of the underlying waste material. Distressed and discolored vegetation were also observed during the site inspection Based on a preliminary Hazard Ranking System screening estimate, it was concluded that the Site is eligible for inclusion into the National Priorities List. This conclusion was based on the following factors: there exists a high potential for vertical migration of contaminants into the underlying drinking water aquifer; the depth to groundwater directly beneath the Site is less than 20 feet; the lack of containment structures used at the landfill (no liner or leachate collection system); the distance to the closest municipal well is only 2000 feet; there is documented presence of priority pollutants, volatile organic compounds and metals on-site; the potentially high waste quantity; the high air target populations; and the high groundwater target population.

2.4.3 In 1996-97, DTSC, as part of a cooperative agreement with the USEPA, conducted soil and groundwater sampling at the Site. Soil samples were taken at eight locations, at depths of 10 to 20 feet below ground surface. Volatile organic compounds (VOCs), including acetone, 2-butanone, benzene, chlorobenzene, ethylbenzene, 4-methyl-2-butanone, toluene, and xylene were detected at elevated concentrations at two locations. Semi-volatile organic compounds (SVOCs), including 4-methylphenol, napthalene, phenanthrene, and bis (2-ethylhexyl) phthalate were detected at elevated concentrations at one soil location. Metals, including cadmium, chromium, lead, mercury, and zinc were detected at two soil locations. Water table samples were collected from eight locations. Several VOCs, including vinyl chloride, 1,1-dichloroethane (1-1-DCA), 1,2-dichloroethene (1,2-DCE), 1,2-dichloroethane (1,2-DCA), trichloroethene (TCE), and chlorobenzene, were detected in groundwater samples collected beneath the southwest portion and immediately south of the site. DTSC found up to 23 micrograms/liter (ug/l) of vinyl chloride, 72 ug/l of 1,2-DCE, 27 ug/l of TCE, and 13 ug/l of chlorobenzene in groundwater.

2.4.4 In November 2000, Roy F. Weston, Inc., a contractor conducting an Expanded Site Inspection (ESI) for USEPA, collected direct push, depth discreet cone penetrometer test groundwater samples from 13 locations on and in the vicinity of the Site. VOCs including vinyl chloride (23 ug/L), 1,1-DCE (2 ug/L), trans-1,2-DCE (22 ug/L), cis-1,2-DCE (800 ug/L), and 1,2-DCA (49 ug/L) were detected at significantly elevated concentrations in the groundwater samples collected from beneath the inactive landfill.

2.4.5 In November 2000, Roy F. Weston, Inc. collected soil gas samples from 37 locations on and in the vicinity of the Site. Vinyl chloride was detected at elevated concentrations (1,400 ppb) in samples collected from within the inactive landfill. According to USEPA, a release from the Site to the Upper Bellflower Aquifer has been documented, based on monitoring well and groundwater sampling data. VOCs were detected at concentrations significantly above background levels in monitoring wells located hydraulically down gradient of the Site and/or in groundwater samples collected from beneath the Site. This release was considered attributable in part to the Site because vinyl chloride was detected at elevated concentrations in the soil gas samples collected from 14 on-site locations.

2.4.6 In October 2001, Roy F. Weston, Inc. completed an ESI Report for the Site. Four groundwater monitoring wells were installed, one located offsite to the north of the Site, one located offsite to the southeast of the Site, and two located at the southwest corner of the Site. Samples were analyzed for total metals and VOCs. Based on groundwater measurements, the Site specific groundwater flow direction is toward the southwest. VOCs including vinyl chloride (11 ug/L), 1,1-DCE (4ug/L), trans-1,2-DCE (7 ug/L), cis-1,2-DCE (82 ug/L), TCE (20 ug/L), and chlorobenzene (44 ug/L) were detected at significantly elevated concentrations in the two hydraulically down gradient monitoring wells.

2.5 Health Effects.

2.5.1 VOCs detected at the Site include petroleum hydrocarbons (such as benzene, toluene, ethylbenzene, xylene), chlorinated solvents (including vinyl chloride, 1,1-dichloroethane (1-1-DCA), 1,2-dichloroethene (1,2-DCE), 1,2-dichloroethane (1,2-DCA), trichloroethene (TCE), and chlorobenzene), and others. Significant risks from many of these chemicals may occur primarily by inhalation, including cancer, liver and kidney damage, respiratory impairment and central nervous system effects.

2.5.2 SVOCs detected at the Site include polycyclic aromatic hydrocarbons such as napthalene, phenanthrene, 4-methylphenol, and bis (2-ethylhexyl) phthalate. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include cancer, liver and kidney damage, developmental and reproductive impairment, and adverse effects on the immune system.

2.5.3 Metals detected at the Site, at elevated concentrations, include cadmium, chromium, lead, mercury, and zinc. Significant risks from many of these chemicals may occur primarily by direct contact with soils, ingestion, and dermal exposure. Potential health effects include circulatory, kidney and nervous system damage; and cancer. Inhalation of some metals can also cause adverse immune reactions including asthma.

2.6 Routes of Exposure.

2.6.1 Even though much of the Site is developed as golf courses, erosion and subsidence have at times exposed debris in scattered locations throughout the Site. There is a potential for direct contact with contaminated soils and accumulated contaminated surface water and rainwater runoff by persons on the Site. There is also a potential pathway for exposure to contamination at offsite locations from rainwater runoff, which comes into contact with contaminated soils on the Site.

2.6.2 Chemicals that were disposed of at the Site have migrated and may continue to migrate into the soil and groundwater beneath and adjacent to the Site. Exposure to impacted groundwater may occur if groundwater is pumped for use or if discharged into a surface water body.

2.6.3 Volatile waste components present at the Site may be disturbed by routine maintenance activities on the golf courses, or at other areas within the Site, thus creating a potential inhalation exposure pathway through dispersal of contaminants into the atmosphere

2.7 Public Health and/or Environmental Risk.

2.7.1 In 2001, USEPA completed groundwater and soil gas sampling at the Site to collect data to support conducting a hazard ranking evaluation. The analytical data from these efforts established a release of hazardous substances to groundwater and a potential threat to groundwater drinking sources. The Site ranked high enough for inclusion on the National Priorities List of Superfund sites.

2.7.2 In 1999, DTSC conducted a site evaluation of the adjacent Towne Avenue Elementary School and found no impact related to the landfill. However, there is the potential that landfill gases could impact the school since there is no active remedial system in place to control these gases. Landfill gases can migrate and potentially impact the school and surrounding community in the vicinity of the Site.

2.7.3 There are potential exposure threats to the public and workers on areas of the Site where erosion, subsidence, and worker activities have exposed landfill debris and volatile compounds.

III. CONCLUSIONS OF LAW

3.1 Respondents are responsible parties as defined by Health and Safety Code section 25323.5.

3.2 Each of the substances listed in Section 2.4 is a "hazardous substance" as defined in Health and Safety Code section 25316.

3.3 There has been a "release" and/or there is a "threatened release" of hazardous substances listed in Section 2.4 at the Site, as defined in Health and Safety Code section 25320.

3.4 The actual and threatened release of hazardous substances at the Site may present an imminent and substantial endangerment to the public health or welfare or to the environment.

3.5 Response action is necessary to abate a public nuisance and/or to protect and preserve the public health.

IV. DETERMINATION

4.1 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that response action is necessary at the Site because there has

been a release and/or there is a threatened release of a hazardous substance.

4.2 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that there may be an imminent and/or substantial endangerment to the public health or welfare or to the environment because of the release and/or the threatened release of the hazardous substances at the Site

V. CONSENT ORDER

Based on the foregoing, IT IS HEREBY AGREED AND ORDERED THAT Respondents conduct the following response actions in the manner specified herein, and in accordance with a schedule specified by DTSC as follows:

5.1 The Parties recognize and acknowledge that the settlement embodied in this Consent Order is only a partial resolution of issues related to response actions that may be necessary at the Site The Parties also agree that the scope of work in this Consent Order does not include implementation of any final remedial actions resulting from the work performed pursuant to this Consent Order. Respondents acknowledge that DTSC may require implementation of the final remedial actions through additional agreements or orders as appropriate. It is also agreed that the Respondents hereby waive the defenses of res judicata, collateral estoppel, and claim-splitting by DTSC, only with respect to DTSC's right to pursue subsequent litigation regarding the Respondents' responsibility for Site response actions and costs not covered by this Consent Order

5.2 All response actions taken pursuant to this Consent Order shall be consistent with the requirements of chapter 6.8 (commencing with section 25300), division 20 of the Health and Safety Code and any other applicable state or federal statutes and regulations.

5.3 Site Remediation Strategy. The purpose of this Consent Order is to require for the Site: implementation of any appropriate removal actions, completion of a Remedial Investigation/Feasibility Study (RI/FS), preparation of a Remedial Action Plan (RAP) and any necessary Removal Action Workplan (RAW), and preparation of California Environmental Quality Act (CEQA) documents. An overall Site investigation and remediation strategy shall be developed by Respondents in conjunction with DTSC which reflects program goals, objectives, and requirements. Current knowledge of Site contamination sources, exposure pathways, and receptors shall be used in developing this strategy. All work plans will be submitted to DTSC for review and approval. Implementation of the work plans will be completed under the oversight of DTSC. The final recommendations of the RAP and any RAW will be subject to review and approval by DTSC and public review and comment.

An objective of the Site investigations shall be to identify immediate or potential risks to public health and the environment and prioritize and implement response actions using removal actions and operable units, if appropriate, based on the relative risks at the Site. Respondents and DTSC shall develop and possibly modify Site

priorities throughout the course of the investigations. If necessary for the protection of public health and the environment, DTSC will require additional response actions not specified in this Consent Order to be performed as removal actions or separate operable units. Removal actions shall be implemented in accordance with a workplan and implementation schedule submitted by Respondents and approved by DTSC.

If DTSC determines that operable unit remedial actions are appropriate, DTSC will specify the separate and focused remedial phase activities to be conducted as RI/FS, RAP or RAW. The focused activities shall be conducted in accordance with the corresponding remedial phase requirements specified in this Consent Order, but shall only address the area or problem of the operable unit.

5.4 Remedial Action Objectives. Based on available information, DTSC has preliminarily determined that the remedial action objectives for the Site shall include:

(a) Existing and potential beneficial uses of groundwater shall be protected. The Regional Water Quality Control Board Basin Plan identifies beneficial uses of the groundwater beneath the Site, which includes Municipal supply. The remedial action objectives for the Site shall be developed with groundwater remediation standards that are protective of public health and safety, the environment, and the designated beneficial uses.

(b) The remedial action objectives for contaminated media shall be developed based on likely land uses. A Covenant to Restrict Use of Property – Environmental Restriction will be required if hazardous materials, hazardous wastes or constituents, or hazardous substances will remain at the property at levels that are not suitable for unrestricted use of the land.

5.5 Removal Actions. Respondents shall undertake removal actions if, during the course of the RI or FS, DTSC determines that they are necessary to mitigate the release of hazardous substances at or emanating from the Site. DTSC may require Respondents to submit a RAW that includes a schedule for implementing the workplan for DTSC's approval. Either DTSC or Respondents may identify the need for removal actions. Workplans for implementing removal actions shall be submitted by a DTSC specified date.

5.6 Remedial Investigation/Feasibility Study (RI/FS). An RI/FS shall be conducted for the Site. The RI/FS may be performed as a series of focused RI/FSs, if determined to be appropriate by DTSC, based on Site priorities. The RI/FS shall be prepared consistent with the USEPA's "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988 and "Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites," February 1991 At a minimum, all sampling programs shall conform to USEPA's sampling standard. The purpose of the RI/FS is to assess Site conditions and to evaluate alternatives to the extent necessary to select a remedy appropriate for the Site. RI and FS activities shall be conducted concurrently and iteratively so that the

investigations can be completed expeditiously. Because of the unknown nature of the Site and iterative nature of the RI/FS, additional data requirements and analyses may be identified throughout the process. Respondents shall fulfill additional data and analysis needs identified by DTSC; these additional data and analysis requests will be consistent with the general scope and objectives of this Consent Order

The following elements of the RI/FS process and those defined by DTSC in earlier sections of this Consent Order shall be preliminarily defined in the initial Site scoping and refined and modified as additional information is gathered throughout the RI/FS process.

(a) Conceptual Site Model identifying potential contamination sources, exposure pathways, and receptors;

(b) Federal, State and local remedial action objectives including applicable legal requirements or relevant and appropriate standards;

(c) Project phasing including the identification of removal actions and operable units;

(d) General response actions and associated remedial technology types; and

(e) The need for treatability studies.

5.6.1 RI/FS Objectives. The objectives of the RI/FS are to:

(a) Determine the nature and full extent of hazardous substance contamination of air, soil, surface water and groundwater at the Site;

(b) Identify all actual and potential exposure pathways and routes through environmental media;

(c) Determine the magnitude and probability of actual or potential harm to public health, safety or welfare, or to the environment posed by the threatened or actual release of hazardous substances at or from the Site;

(d) Identify and evaluate appropriate response actions to prevent or minimize future releases and mitigate any releases which have already occurred; and

(e) Collect and evaluate the information necessary to prepare a RAP.

5.6.2 RI/FS Workplan. Within seventy-five [75] days from the effective date of this Consent Order, Respondents shall prepare and submit to DTSC for review and approval a detailed RI/FS Workplan and implementation schedule which covers all the activities necessary to conduct a complete RI/FS of the Site.

5.6.2.1 The RI/FS Workplan shall include a detailed description of the tasks to be performed, information or data needed for each task, and the deliverables which will be submitted to DTSC. Either Respondents or DTSC may identify the need for additional work.

5.6.2.2 The RI/FS Workplan deliverables are discussed in the remainder of this Section, along with a schedule for implementation, and monthly reports. The RI/FS Workplan shall include all the sections and address each component listed below.

(a) Project Management Plan. The Project Management Plan shall define relationships and responsibilities for major tasks and project management items by Respondents, Respondents' contractors, subcontractors, and consultants. The plan shall include an organization chart with the names and titles of key personnel and a description of their individual responsibilities

(b) Scoping Document. The Scoping Document shall incorporate program goals, program management principles, and expectations contained in the National Contingency Plan (NCP) (40 Code of Federal Regulations (C.F.R.) part 300), as amended, and applicable state laws and regulations. DTSC and the Respondents acknowledge that the landfill operations ceased more than 45 years ago and that documentation regarding historical operations may continue to be developed throughout the course of the RI/FS process. The initial Scoping Document shall include:

(1) An analysis and summary of the Site background and the physical setting. At a minimum, the following information is required:

(A) A map of the Site, and if they exist, aerial photographs and blueprints showing buildings and structures;

(B) A description of past disposal practices;

(C) A list of all hazardous substances which were disposed, discharged, spilled, treated, stored, transferred, transported, handled or used at the Site, and a description of their estimated volumes, concentrations, and characteristics;

(D) A description of the characteristics of the hazardous substances at the Site; and

(E) A description of the potential pathways of exposure that would ultimately be considered in a Human Health Risk Assessment (HHRA).

(2) An analysis and summary of previous response actions including a summary of all existing data including air, soil, surface water, and groundwater data and the Quality Assurance/Quality Control (QA/QC) procedures which were followed;

(3) Presentation of the Conceptual Site Model;

(4) The scope and objectives of RI/FS activities;

(5) Preliminary identification of possible response actions and the data needed for the evaluation of alternatives. Removal actions shall be proposed, if needed, based on the initial evaluation of threats to public health and the environment. If remedial actions involving treatment can be identified, treatability studies shall be conducted during the characterization phase, unless Respondents and DTSC agree that such studies are unnecessary as set forth in Section 5 8; and

(6) If applicable, initial presentation of the Site Remediation Strategy.

(c) Field Sampling Plan. The Field Sampling Plan shall include:

(1) Sampling objectives, including a brief description of data gaps and how the field sampling plan will address these gaps;

(2) Proposed Sample locations, including a map showing these locations, and proposed frequency;

(3) Sample designation or numbering system;

(4) Detailed specification of sampling equipment and procedures;

(5) Sample handling and analysis including preservation methods, shipping requirements and holding times; and

(6) Management plan for wastes generated.

(d) Quality Assurance Project Plan. The plan shall include:

(1) Project organization and responsibilities with respect to sampling and analysis;

(2) Quality assurance objectives for measurement including accuracy, precision, and method detection limits. In selecting analytical methods, Respondents shall consider obtaining detection limits at or below potentially applicable legal requirements or relevant and appropriate standards, such as Maximum Contaminant Levels (MCLs) or Maximum Contaminant Level Goals (MCLGs);

(3) Sampling procedures;

(4) Sample custody procedures and documentation;

(5) Field and laboratory calibration procedures;

(6) Analytical procedures;

(7) Laboratory to be used certified pursuant to Health and Safety Code section 25198;

(8) Specific routine procedures used to assess data (precision, accuracy and completeness) and response actions;

(9) Reporting procedure for measurement of system performance and data quality;

(10) Data management, data reduction, validation and reporting. Information shall be accessible to downloading into DTSC's system; and

(11) Internal quality control.

(e) Health and Safety Plan. A site-specific Health and Safety Plan shall be prepared in accordance with federal regulations (29 C.F.R. § 1910.120) and California Code of Regulations (CCR), title 8, section 5192. This plan should include, at a minimum, the following elements:

(1) Site Background/History/Workplan;
(2) Key Personnel and Responsibilities
(3) Job Hazard Analysis/Summary;
(4) Employee Training;
(5) Personal Protection;
(6) Medical Surveillance;
(7) Air Surveillance;
(8) Site Control;
(9) Decontamination;
(10) Contingency Planning;
(11) Confined Space Operations;
(12) Spill Containment;
(13) Sanitation;
(14) Illumination; and
(15) Other applicable requirements based on the work to be performed.

DTSC's Interim Draft Site Specific Health and Safety Plan Guidance Document for Site Assessment/Investigation, Site Mitigation Projects, Hazardous Waste Site Work Closure, Post Closure, and Operation and Maintenance Activities (DTSC, December 2000) can be used as a reference tool.

All contractors and all subcontractors shall be given a copy of the Health and Safety Plan prior to entering the Site Any supplemental health and safety plans prepared by any subcontractor shall also be prepared in accordance with the

regulations and guidance identified above. The prime contractor will be responsible for ensuring that all subcontractor supplemental health and safety plans will follow these regulations and guidelines.

(f) Other Activities. A description of any other significant activities which are appropriate to complete the RI/FS shall be included.

(g) Schedule. A schedule which provides specific time frames and dates for completion of each activity and report conducted or submitted under the RI/FS Workplan including the schedules for removal actions and operable unit activities.

5.6.3 RI/FS Workplan Implementation. Respondents shall implement the approved RI/FS Workplan.

5.6.4 RI/FS Workplan Revisions. If Respondents propose to modify any methods or initiates new activities for which no Field Sampling Plan, Health and Safety Plan, Quality Assurance Project Plan or other necessary procedures/plans have been established, Respondents shall prepare an addendum to the approved plan(s) for DTSC review and approval prior to modifying the method or initiating new activities.

5.7 Interim Screening and Evaluation of Remedial Technologies. At the request of DTSC, Respondents shall submit an interim document which identifies and evaluates potentially suitable remedial technologies and recommendations for treatability studies.

5.8 Treatability Studies. Treatability testing will be performed by Respondents to develop data for the detailed remedial alternatives. Treatability testing is required to demonstrate the implementability and effectiveness of technologies, unless Respondents can show DTSC that similar data or documentation or information exists. The required deliverables are: a workplan, a sampling and analysis plan, and a treatability evaluation report. To the extent practicable, treatability studies will be proposed and implemented during the latter part of Site characterization.

5.9 Remedial Investigation (RI) Report. The RI Report shall be prepared and submitted by Respondents to DTSC for review and approval in accordance with the approved RI/FS workplan schedule. The purpose of the RI is to collect data necessary to adequately characterize the Site for the purposes of defining risks to public health and the environment and developing and evaluating effective remedial alternatives. Site characterization may be conducted in one or more phases to focus sampling efforts and increase the efficiency of the investigation. Respondents shall identify the sources of contamination and define the nature, extent, and volume of the contamination. Using this information, the contaminant fate and transport shall be evaluated. The RI Report shall contain:

(a) Site Physical Characteristics. Data on the physical characteristics of the Site and surrounding area shall be collected to the extent necessary to define

potential transport pathways and receptor populations and to provide sufficient engineering data for development and screening of remedial action alternatives

(b) Sources of Contamination. Contamination sources (including heavily contaminated media) shall be defined. The data shall include the source locations, type of contaminant, waste characteristics, and Site features related to contaminant migration and human exposure.

(c) Nature and Extent of Contamination. Contaminants shall be identified and the horizontal and vertical extent of contamination shall be defined in soil, groundwater, surface water, sediment, air, and biota. Spatial and temporal trends and the fate and transport of contamination shall be evaluated.

5.10 Baseline Health and Ecological Risk Assessment. Respondents shall perform health and ecological risk assessments for the Site that meet the requirements of Health and Safety Code §25356.1.5(b). Respondents shall submit a Baseline Health and Ecological Risk Assessment Report within forty five [45] days or as required by DTSC from the submittal of the RI Report. The report shall be prepared consistent with USEPA and DTSC guidance and regulations, including as a minimum: Risk Assessment Guidance for Superfund, Volume 1; Human Health Evaluation Manual, December 1989; Superfund Exposure Assessment Manual, April 1988; Risk Assessment Guidance for Superfund, Volume 2, Environmental Evaluation Manual, March 1989; Supplemental Guidance for Human Health Multimedia Risk Assessments of Hazardous Waste Sites and Permitted Facilities (DTSC, September 1993); and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines developed by USEPA pursuant to 40 C.F.R. part 300.400 et seq. The Baseline Health and Ecological Risk Assessment Report shall include the following components:

(a) Contaminant Identification. Characterization data shall identify contaminants of concern for the risk assessment process.

(b) Environmental Evaluation. An ecological assessment consisting of:

(1) Identification of sensitive environments and rare, threatened, or endangered species and their habitats; and

(2) As appropriate, ecological investigations to assess the actual or potential effects on the environment and/or develop remediation criteria.

(c) Exposure Assessment. The objectives of an exposure assessment are to identify actual or potential exposure pathways, to characterize the potentially exposed populations, and to determine the extent of the exposure Exposed populations may include industrial workers, residents, and subgroups that comprise a meaningful portion of the general population, including, but not limited to, infants, children, pregnant women, the elderly, individuals with a history of

serious illness, or other subpopulations, that are identifiable as being at greater risk of adverse health effects due to exposure to hazardous substances than the general population.

(d) Toxicity Assessment. Respondents shall evaluate the types of adverse health or environmental effects associated with individual and multiple chemical exposures; the relationship between magnitude of exposures and adverse effects; and related uncertainties such as the weight of evidence for a chemical's potential carcinogenicity in humans.

(e) Risk Characterization. Risk characterization shall include the potential risks of adverse health or environmental effects for each of the exposure scenarios derived in the exposure assessment.

(f) Ecological Assessment. Potential risks posed by site contaminants to ecological receptors will be evaluated following USEPA and DTSC guidance. At a minimum, the ecological risk assessment will be conducted in accordance with DTSC's Guidance for Ecological Risk Assessments at Hazardous Waste Sites and Permitted Facilities (DTSC, July 1996).

5.11 Feasibility Study (FS) Report. The FS Report shall be prepared and submitted by Respondents to DTSC for review and approval, no later than sixty [60] days from submittal of the RI Report. The FS Report shall summarize the results of the FS including the following:

(a) Documentation of all treatability studies conducted.

(b) Development of medium specific or operable unit specific remedial action objectives, including legal requirements and other promulgated standards that are relevant.

(c) Identification and screening of general response actions, remedial technologies, and process options on a medium and/or operable unit specific basis.

(d) Evaluation of alternatives based on the criteria contained in the NCP including:

Threshold Criteria:

(1) Overall protection of human health and the environment.

(2) Compliance with legal requirements and other promulgated standards that are relevant.

Primary Balancing Criteria:

(1) Long-term effectiveness and permanence.
(2) Reduction of toxicity, mobility, or volume through treatment

(3) Short-term effectiveness.

(4) Implementability based on technical and administrative feasibility.

(5) Cost.

Modifying Criteria:

(1) State and local agency acceptance.

(2) Community acceptance.

(e) Proposed remedial actions.

5.12 Public Participation Plan (Community Relations). Respondents shall work cooperatively with DTSC in providing an opportunity for meaningful public participation in response actions. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25356.1 and 25358.7 and DTSC's most current Public Participation Policy and Guidance Manual, and shall be subject to DTSC's review and approval.

5.12.1 Respondents, in coordination with DTSC, shall conduct a baseline community survey and develop a Public Participation Plan (PPP) which describes how, under this Consent Order, the public and adjoining community will be kept informed of activities conducted at the Site and how Respondents will be responding to inquiries from concerned citizens. Major steps in developing a PPP are as follows:

(a) Develop proposed list of interviewees;
(b) Schedule and conduct community interviews; and
(c) Analyze interview notes, and develop objectives.

5.12.2 Respondents shall conduct the baseline community survey and submit the PPP for DTSC's review within [60] days of the effective date of this Consent Order.

5.12.3 Respondents shall implement any of the public participation support activities identified in the PPP, at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; public meeting preparations; and development and placement of public notices.

5.13 California Environmental Quality Act (CEQA). DTSC must comply with

CEQA insofar as activities required by this Consent Order are projects requiring CEQA compliance. Upon DTSC request, Respondents shall submit any information deemed necessary by DTSC to facilitate compliance with CEQA. The costs incurred by DTSC in complying with CEQA are response costs and Respondents shall reimburse DTSC for such costs pursuant to Section 6.18.

5.14 Removal Action Workplan. If DTSC determines a removal action is appropriate, Respondents will prepare a RAW in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

(a) a description of the onsite contamination;
(b) the goals to be achieved by the removal action;
(c) 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;
(d) administrative record list;
(e) a description of the techniques and methods to be used in the removal action, including any excavating, storing, handling, transporting, treating, and disposing of material on or off the site;
(f) Sampling and Analysis Plan with corresponding Quality Assurance Plan to confirm the effectiveness of the RAW, if applicable;
(g) a brief overall description of 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.

5.14.1 In conjunction with DTSC, Respondents shall implement the public review process specified in DTSC's Public Participation Policy and Guidance Manual. DTSC will prepare a response to the public comments received. If required, the Respondents shall submit, within two [2] weeks of DTSC's request, the information necessary for DTSC to prepare this document.

5.14.2 Following DTSC's finalization of the Responsiveness Summary, DTSC will specify any changes to be made in the RAW. Respondents shall modify the document in accordance with DTSC's specifications and submit a final RAW within fifteen [15] days of receipt of DTSC's comments.

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

5.15 Remedial Action Plan. No later than sixty [60] days after DTSC approval of the FS Report, Respondents shall prepare and submit to DTSC a draft RAP. The draft RAP shall be consistent with the NCP and Health and Safety Code section 25356.1. The draft RAP public review process may be combined with that of any other

documents required by CEQA. The draft RAP shall be based on and summarize the approved RI/FS Reports, and shall clearly set forth:

(a) Health and safety risks posed by the conditions at the Site.
(b) The effect of contamination or pollution levels upon present, future, and probable beneficial uses of contaminated, polluted, or threatened resources.
(c) The effect of alternative remedial action measures on the reasonable availability of groundwater resources for present, future, and probable beneficial uses
(d) Site specific characteristics, including the potential for offsite migration of hazardous substances, the surface or subsurface soil, and the hydrogeologic conditions, as well as preexisting background contamination levels.
(e) Cost-effectiveness of alternative remedial action measures. Land disposal shall not be deemed the most cost-effective measure merely on the basis of lower short-term cost.
(f) The potential environmental impacts of alternative remedial action measures, including, but not limited to, land disposal of the untreated hazardous substances as opposed to treatment of the hazardous substances to remove or reduce their volume, toxicity, or mobility prior to disposal.
(g) A statement of reasons setting forth the basis for the removal and remedial actions selected. The statement shall include an evaluation of each proposed alternative submitted and evaluate the consistency of the removal and remedial actions proposed by the plan with the NCP.
(h) A proposed schedule for implementation of all proposed removal and remedial actions.

In conjunction with DTSC, Respondents shall implement the public review process specified in DTSC's Public Participation Policy and Guidance Manual. DTSC will prepare a response to the public comments received. If required, the Respondents shall submit, within two [2] weeks of DTSC's request, the information necessary for DTSC to prepare this document.

Following DTSC's finalization of the Responsiveness Summary, DTSC will specify any changes to be made in the RAP. Respondents shall modify the document in accordance with DTSC's specifications and submit a final RAP within thirty [30] days of receipt of DTSC's comments.

5.16 Land Use Covenant. If the approved remedy in the final RAP or final RAW includes deed restrictions or land use restrictions, pursuant to California Code of Regulations, title 22, section 67391.1, the current owner(s) of the Site shall sign and record the DTSC approved Land Use Covenant within ninety [90] days of DTSC's written request to sign and record the Land Use Covenant.

5.17 Stop Work Order. In the event that DTSC determines that any activity (whether or not pursued in compliance with this Consent Order) 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 Respondents to stop further implementation of this Consent Order for such period of time needed to abate the endangerment In the event that DTSC determines that any site activities (whether or not pursued in compliance with this Consent Order) are proceeding without DTSC authorization, DTSC may order Respondents to stop further implementation of this Consent Order or activity for such period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Consent Order directly affected by a Stop Work Order, under this Section, shall be extended for the term of the Stop Work Order.

5.18 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Consent Order, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. Respondents shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Consent Order. Within seven [7] days of the onset of such an event, Respondents shall furnish a report to DTSC, signed by Respondents' Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that Respondents fail to take appropriate response and DTSC takes the action instead, Respondents shall be liable to DTSC for all costs of the response action. Nothing in this Section shall be deemed to limit any other notification requirement to which Respondents may be subject.

VI. GENERAL PROVISIONS

6.1 Project Coordinator. Within ten [10] days from the date this Consent Order is signed by DTSC, Respondents shall submit to DTSC in writing the name, address, and telephone number of a Project Coordinator whose responsibilities will be to receive all notices, comments, approvals, and other communications from DTSC. Respondents shall promptly notify DTSC of any change in the identity of the Project Coordinator. Respondents shall obtain approval from DTSC before the new Project Coordinator performs any work under this Consent Order.

6.1.1 Communication and Coordination Plan (CCP). Within thirty [30] days from the date this Consent Order is signed by DTSC, Respondents shall submit to DTSC for approval a CCP which specifies the requirements and procedures by which Respondents will communicate and coordinate with one another in carrying out the requirements of this Consent Order.

6.2 Project Engineer/Geologist. The work performed pursuant to this Consent Order shall be under the direction and supervision of a qualified professional engineer or a registered geologist in the State of California, with expertise in hazardous substance site cleanups. Within fifteen [15] calendar days from the date this Consent Order is signed by DTSC, Respondents must submit: a) The name and address of the

project engineer or geologist chosen by Respondents; and b) in order to demonstrate expertise in hazardous substance cleanup, the resumé of the engineer or geologist, and the statement of qualifications of the consulting firm responsible for the work. Respondents shall promptly notify DTSC of any change in the identity of the Project Engineer/Geologist. Respondents shall obtain approval from DTSC before the new Project Engineer/Geologist performs any work under this Consent Order.

6.3 Monthly Summary Reports. Within thirty [30] days from the date this Consent Order is signed by DTSC, and on a monthly basis thereafter, Respondents shall submit a Monthly Summary Report of its activities under the provisions of this Consent Order. The report shall be received by DTSC by the 15th day of each month and shall describe:

(a) Specific actions taken by or on behalf of Respondents during the previous calendar month;
(b) Actions expected to be undertaken during the current calendar month;
(c) All planned activities for the next month;
(d) Any requirements under this Consent Order that were not completed;
(e) Any problems or anticipated problems in complying with this Consent Order; and
(f) All results of sample analyses, tests, and other data generated under this Consent Order during the previous calendar month, and any significant findings from these data.

6.4 Quality Assurance/Quality Control (QA/QC). All sampling and analysis conducted by Respondents under this Consent Order shall be performed in accordance with QA/QC procedures submitted by Respondents and approved by DTSC pursuant to this Consent Order.

6.5 Submittals. All submittals and notifications from Respondents required by this Consent Order shall be sent either by facsimile transmission, first-class mail, hand delivery, or express delivery service to:

Ms. Alice Gimeno-O'Brien, Project Manager [three copies]
Department of Toxic Substances Control
Office of Military Facilities
5796 Corporate Avenue
Cypress, California 90630-4732

6.6 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to Respondents in writing by the Office of Military Facilities, Southern California Branch Chief, DTSC, or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Respondents shall be construed to relieve Respondents of the obligation to obtain such formal approvals as may be required.

6.7 DTSC Review and Approval

(a) All response actions taken pursuant to this Consent Order shall be subject to the approval of DTSC. Respondents shall submit all deliverables required by this Consent Order to DTSC and after approval the deliverables shall be deemed incorporated into, and where applicable, enforceable under this Consent Order.

(b) If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Consent Order fails to comply with this Consent Order or fails to protect public health or safety or the environment, DTSC may:

(1) Modify the document as deemed necessary and approve the document as modified; or

(2) Return comments to Respondents with recommended changes and a date by which Respondents must submit to DTSC a revised document incorporating the recommended changes.

(c) Any modifications, comments or other directives issued pursuant to (b) above, are incorporated into this Consent Order. Good faith efforts to resolve disputes of a scientific or technical nature shall be made among the DTSC, the Respondents, and the Respondents' representatives prior to a determination of noncompliance. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Consent Order.

6.8 Compliance with Applicable Laws. Nothing in this Consent Order shall relieve Respondents from complying with all other applicable laws and regulations, including but not limited to compliance with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board. Respondents shall ensure that all actions required by this Consent Order conform to all applicable federal, state and local laws and regulations.

6.9 Site Access. Access to the Site and laboratories used for analyses of samples under this Consent Order shall be provided at all reasonable times to employees, contractors, and consultants of DTSC. Nothing in this Section 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 any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of Respondents in carrying out the terms of this Consent Order; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Respondents.

6.9.1 To the extent the Site or any other property to which access is required for the implementation of this Consent Order is owned or controlled by persons other than

Respondents, Respondents shall use best efforts to secure from such persons access for Respondents, as well as DTSC, its representatives, and contractors, as necessary to effectuate this Consent Order. To the extent that any portion of the Site is controlled by tenants of Respondents, Respondents shall use best efforts to secure from such tenants, access for Respondents, as well as for DTSC, its representatives, and contractors, as necessary to effectuate this Consent Order. For purposes of this Section, "best efforts" includes the payment of reasonable sums of money in consideration of access. If any access required to complete the Work is not obtained within forty five [45] days of the effective date of this Consent Order, or within forty five [45] days of the date DTSC notifies Respondents in writing that additional access beyond that previously secured is necessary, Respondents shall promptly notify DTSC, and shall include in that notification a summary of the steps Respondents have taken to attempt to obtain access. DTSC may, as it deems appropriate, assist Respondents in obtaining access. Respondents shall reimburse DTSC in obtaining access, including, but not limited to, attorneys fees and the amount of just compensation

6.10 Site Access for Respondents. The Site owner Respondents shall grant access to other Respondents who are in compliance with this Consent Order for the purpose of conducting activities pursuant to this Consent Order or for activities deemed necessary by DTSC to meet the objectives of this Consent Order.

6.11 Sampling, Data and Document Availability. Respondents shall permit DTSC and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondents or on Respondents' behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondents shall submit all such data upon the request of DTSC. Copies shall be provided within seven [7] days of receipt of DTSC's written request. Respondents shall inform DTSC at least seven [7] days in advance of all field sampling under this Consent Order, and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Consent Order. Respondents shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order.

6.12 Record Retention. All such data, reports and other documents shall be preserved by Respondents for a minimum of ten [10] years after the conclusion of all activities under this Consent Order. If DTSC requests that some or all of these documents be preserved for a longer period of time, Respondents shall either comply with that request or deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Respondents shall notify DTSC in writing, at least six [6] months prior to destroying any documents prepared pursuant to this Consent Order.

6.13 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondents, or related parties specified in Section 6.25, Parties Bound, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as party to any contract entered into by Respondents or Respondents' agents in carrying

out activities pursuant to this Consent Order.

6.14 Additional Actions. By issuance of this Consent Order, DTSC does not waive the right to take any further actions authorized by law.

6.15 Extension Requests. If Respondents are unable to perform any activity or submit any document within the time required under this Consent Order, Respondents may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

6.16 Extension Approvals. If DTSC determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing Respondents shall comply with the new schedule incorporated in this Consent Order.

6.17 Liability for Costs. Respondents are liable for all of DTSC's past costs incurred in taking response actions at the Site through the Effective Date of this Consent Order. Respondents are also liable for all of the costs incurred by DTSC in implementing the terms of this Consent Order after the Effective Date.

6.18 Payment of Costs. DTSC may bill Respondents for costs incurred in taking response actions at the Site prior to the Effective Date of this Consent Order. DTSC will bill Respondents quarterly for its response costs incurred after the Effective Date of this Consent Order. Respondents shall pay DTSC within sixty [60] days of receipt of any DTSC billing. Any billing not paid within sixty [60] days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1. All payments made by Respondents pursuant to this Consent Order shall be by cashier's or certified check made payable to "DTSC," and shall bear on the face the project code of the Site (Site 400579) and the Docket number of this Consent Order. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Consent Order.

6.19 Severability. The requirements of this Consent Order are severable, and Respondents shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

6.20 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondents

pursuant to this Consent Order are incorporated in this Consent Order upon DTSC's approval or as modified pursuant to Section 6.7, DTSC Review and Approval, and shall be implemented by Respondents. Any noncompliance with the documents incorporated in this Consent Order shall be deemed a failure or refusal to comply with this Consent Order.

6.21 Modifications. Modifications to this Consent Order may be made by written approval of both DTSC and the Respondents and shall be effective upon the date the modification is signed or as specified by the Parties. In the event DTSC refuses to accept any modification proposed by the Respondents, the Respondents shall have the right to seek dispute resolution pursuant to Paragraph 6.27, Dispute Resolution. Subject to the provisions of Paragraph 6.27, DTSC reserves the right to modify this Consent Order unilaterally. If Respondents do not seek dispute resolution, any unilateral modification by DTSC to this Consent Order shall be effective upon the date the modification is signed by DTSC and shall be deemed incorporated in this Consent Order. If Respondents seek dispute resolution, and DTSC prevails, the effective date shall be as of the date of the final decision pursuant to the dispute resolution process under Paragraph 6.27.

6.22 Time Periods. Unless otherwise specified, time periods begin from the Effective Date of this Consent Order and "days" means calendar days.

6.23 Termination and Satisfaction. Except for Respondents' obligations under Sections 6.12 Record Retention, 6.17 Liability for Costs, and 6.18 Payment of Costs, Respondents' obligations under this Consent Order shall terminate and be deemed satisfied upon Respondents' receipt of written notice from DTSC that Respondents have complied with all the terms of this Consent Order.

6.24 Calendar of Tasks and Schedules. This Section is merely for the convenience of listing in one location the submittals required by this Consent Order. If there is a conflict between the date for a scheduled submittal within this Section and the date within the Section describing the specific requirement, the latter shall govern.

Calendar of Tasks and Schedules

TASK	SCHEDULE
1. Identify Project Coordinator; Section 6.1;	Within [10] days from the date this Consent Order is signed by DTSC.
(a) Submit CCP; Paragraph 6.1.1;	Within [30] days from the effective date of this Consent Order
2 Identify Project Engineer/Geologist; Section 6.2;	Within [15] days from the date this Consent Order is signed by DTSC.

3. Submit Monthly Summary Reports; Section 6.3;	Within [30] days from the date this Consent Order is signed by DTSC.
4. Attend Site Remediation Strategy Meeting; Section 5.3;	Within [20] days from the date this Consent Order is signed by DTSC.
5. Submit groundwater level measurements;	First Monday of specified month.
Groundwater sampling results;	Quarterly basis.
6 Submit RI/FS Workplan; Section 5.6.2	Within [75] days of the effective date of this Consent Order.
7. Submit interim screening and evaluation document; Section 5.7;	As requested by DTSC.
8. Submit Treatability Studies; Section 5.8;	As required during Site characterization or as requested by DTSC.
9. Submit RI Report; Section 5.9;	Per RI/FS Workplan Schedule.
10. Submit Baseline Risk Assessment; Section 5.10;	Within [45] days or as required from submittal of RI Report.
11. Submit FS Report; Section 5.11;	Within [60] days from submittal of RI Report.
12. Submit Public Participation Plan; Section 5.12 2;	Within [60] days from the date this Consent Order is signed by DTSC.
Submit and distribute Fact Sheets;	For projected or completed key milestones, as specified in Public Participation Plan or when requested by DTSC.
13. Submit Initial Study and Checklist; Section 5.3;	Within [30] days after approval of FS Report.
14. Submit Draft RAW or Draft RAP: Section 5.14 or 5.15;	Within [60] days after approval of FS Report.
Submit information needed to prepare the Responsiveness Summary;	Within [14] days of DTSC request.

	Submit Final RAP or Final RAW;	Within [30] days of receipt of DTSC's comments.
15.	Land Use Covenant; Section 5.16;	Within [90] days of approval of Final RAP or Final RAW.
16.	Submit Emergency Response Action Report; Section 5.18;	Within [7] days of an emergency response action.
17.	Provide copies of sampling, data, and documentation; Section 6.11;	Within [7] days of receipt of DTSC's request
	Provide prior notice before conducting field sampling;	Inform DTSC [7] days in advance of sampling.
18.	Maintain central depository of data, reports, documentation; and maintain central depository;	For a minimum of ten years after conclusion of all activities conducted pursuant to this Consent Order.
19.	Provide prior written notice to any DTSC before destroying any documentation prepared pursuant to this Consent Order; Section 6.12.	At least six months prior to destroying any documents.

6.25 Parties Bound. This Consent Order applies to and is binding upon Respondents, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assigns, including but not limited to, individuals, partners, and subsidiary and parent corporations. Respondents shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order, within fifteen [15] days after the effective date of this Consent Order or the date of retaining their services, whichever is later. Respondents shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this Consent Order and for ensuring that Respondents' subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Consent Order.

6.26 Change in Ownership No change in ownership or corporate or partnership status relating to the Site shall in any way alter Respondents' responsibilities under this Consent Order. No conveyance of title, easement, or other interest in the Site, or a portion of the Site, shall affect Respondents' obligations under this Consent Order.

Unless DTSC agrees that such obligations may be transferred to a third party, Respondents shall be responsible for and liable for any failure to carry out all activities required of Respondents by the terms and conditions of this Consent Order, regardless of Respondents' use of employees, agents, contractors, or consultants to perform any such tasks. Respondents shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred.

6.27. Dispute Resolution. The Parties agree to use their best efforts to resolve all disputes informally. The Parties agree that the procedures contained in this Section are the required administrative procedures for resolving disputes arising under this Consent Order. If Respondents fail to follow the procedures contained in this Section, it shall have waived its right to further contest the disputed issue. Respondents reserve their legal rights to contest or defend against any final decision rendered by DTSC under this Section. Disputes regarding DTSC billings shall follow the procedures set forth in Section 6.27.3

6.27.1. Respondents shall first seek resolution with DTSC's assigned project manager and unit chief. If the issue is not resolved after review by the unit chief, Respondents shall seek resolution with the DTSC branch chief by presenting in a letter the issues in dispute, the legal or other basis for Respondents' position, and the remedy sought. The branch chief shall issue a written decision with an explanation for the decision within thirty [30] business days after receipt of the letter from Respondents.

6.27.2. If Respondents disagree with the branch chief's decision, Respondents may appeal to the Office of Military Facilities Division Chief. To appeal to the division chief, Respondents must prepare a letter stating the reasons why the branch chief's decision is not acceptable. Attached to the letter shall be (a) Respondents' original statement of dispute, (2) supporting documents, and (3) copies of any responses prepared by the project manager, unit chief, and branch chief. The letter and attachments shall be sent to the division chief within ten [10] business days from the date of Respondents' receipt of the branch chief's response. The division chief or designee shall review Respondents' letter and supporting documents, consider the issues raised and render a written decision to Respondents within thirty [30] business days of receipt of Respondents' letter. The decision of the division chief, or designee, shall constitute DTSC's administrative decision on the issues in dispute.

6.27.3. If Respondents dispute a DTSC billing, or any part thereof, Respondents shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If Respondents desire to formally request dispute resolution with regard to the billing, Respondents shall file a request for dispute resolution in writing within forty five [45] days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the invoice, Respondents shall pay all costs which are undisputed in accordance with Section 6.18 The filing of a notice of dispute pursuant to

this Section shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this Consent Order. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

6.27 4 During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Order which are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute.

6.28 Non-compliance by Respondents. In the event DTSC believes that the Respondents are not in compliance with this Consent Order, DTSC shall provide the Respondents with notice in writing of the facts which constitute such alleged non-compliance and, except as specified otherwise herein, shall specify a reasonable time period of not less than fifteen [15] days for the Respondents to remedy, or DTSC determines if a remedy is not possible during such fifteen [15] day period, Respondents shall commence and diligently pursue a remedy of, such non-compliance. Non-compliance by any Respondent does not relieve any other Respondent of any obligations under this Consent Order. No Respondent that has been determined to be in compliance with this Consent Order pursuant to California Health and Safety Code section 25355.5 may receive the benefits of this Consent Order, unless such Respondent has cured such non-compliance.

VII. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS

7.1 DTSC's Covenant Not to Sue. DTSC alleges that Respondents are covered persons as defined in Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. section 9607(a), and that Respondents are liable to DTSC under CERCLA section 107(a) for response actions related to the Site described in this Consent Order.

7 1.1 By complying with the conditions of this Consent Order, the Respondents are deemed to have resolved any and all liability with respect to the matters addressed in this Consent Order The matters addressed in this Consent Order are the DTSC response costs paid, and the DTSC-approved response actions performed by Respondents in accordance with this Consent Order.

7.1.2 Notwithstanding any other provision of this Consent Order, and in consideration of Respondents' payments in accordance with Subsection 6.17, including payments under Subsection 7.2.1, and performance of the necessary response actions described in this Consent Order to the satisfaction of DTSC, DTSC covenants not to sue Respondents under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and chapter 6 8 (commencing with section 25300), division 20 of the Health and Safety Code, with respect to the DTSC response costs paid, and the DTSC-approved response actions performed by Respondents in accordance with this Consent Order.

7.1.3 DTSC's covenant not to sue does not release Respondents from any liabilities or obligations Respondents may have pursuant to any other authority, including other provisions of this Consent Order, nor does it waive any of DTSC's rights or remedies pursuant thereto. Nothing in this Order shall be construed to affect the rights of any other federal, state, or local department, office, board, agency, or organization of the State of California other than DTSC. DTSC's covenant not to sue is conditioned upon Respondents' compliance with and satisfactory performance of Respondents' obligations under this Consent Order. DTSC's covenant not to sue extends only to Respondents, and does not extend to any other person.

7.2 DTSC's Reservations of Rights. The covenant not to sue by DTSC set forth in Subsection 7.1 does not pertain to any matters other than those expressly identified therein. DTSC reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including but not limited to:

(a) claims based on a failure by Respondents to meet a requirement of this Consent Order;

(b) liability for costs incurred or to be incurred by DTSC that are not reimbursed by Respondents pursuant to this Consent Order;

(c) liability for performance of response actions other than the DTSC-approved work performed by Respondents pursuant to this Consent Order, for example, implementation of a DTSC approved RAP for the Site;

(d) criminal liability;

(e) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

(f) liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances outside of the Site; and

(g) liability for violations of local, state or federal law or regulations.

(h) liability for Respondents

7.2.1 If Respondent and/or any successor or assignee is determined, through judicial or administrative processes, to have committed an act or omission after the Effective Date for which DTSC has specifically reserved its rights in (a) through (g) above, Respondent (if it was so determined to have committed the act or omission), or the particular successor or assignee that was determined to have committed the act or omission, shall be liable for all enforcement costs including, but not limited to, litigation costs, incurred by DTSC in conjunction with that act or omission.

7.2.2 Nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which DTSC may have against any person, firm, corporation or other entity not a party to this Consent Order.

7.2.3 Except as specifically provided in this Section, nothing in this Consent Order shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by DTSC in exercising its authority under federal and state law. Nothing in this Consent Order is intended to limit the right of DTSC to undertake future response actions at the Site or to seek to compel parties other than Respondents to perform or pay for response actions at the Site. Nothing herein diminishes the right of DTSC, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to CERCLA Section 113(f)(2).

7.3 Respondents' Reservations of Rights. Respondents reserve any and all rights, including but not limited to, rights of contribution or indemnification, for all costs, losses, liabilities and damages incurred by Respondents in connection with the Site, or for complying with the requirements of this Consent Order.

VIII. CONTRIBUTION PROTECTION

8.1 With regard to claims for contribution against Respondents, it is the intent of the Parties hereto that this Consent Order constitutes an administrative settlement within the meaning of CERCLA section 113(f)(2), 42 USC section 9613(f)(2), the Parties agree that the Respondents are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2) (42 U.S.C 9613(f)(2)) for matters addressed in this Consent Order. The matters addressed in this Consent Order are the DTSC response costs paid, and the DTSC-approved response actions performed by Respondents in accordance with this Consent Order. This protection from contribution shall take effect on the Effective Date of this Consent Order and is conditioned upon Respondents' compliance with and satisfactory performance of Respondents' obligations under this Consent Order. Contribution protection granted under this Consent Order is subject to Subsection 7.2, DTSC's Reservations of Rights.

8.2 Respondents agree that with respect to any suit or claim for contribution brought by it for matters related to this Consent Order, Respondents' will notify DTSC in writing no later than sixty (60) days prior to the initiation of any such suit or claim.

8.3 Respondents also agree that with respect to any suit or claim for contribution brought against it for matters related to this Consent Order, Respondents' will notify DTSC in writing within ten (10) days of service of the complaint on them.

IX EFFECTIVE DATE

The Effective Date of this Consent Order shall be the date on which this Consent Order is signed by the Parties.

X. PENALTIES FOR NONCOMPLIANCE

Each Respondent may be liable for penalties of up to $25,000 for each day out of compliance with any term or condition set forth in this Consent Order and for punitive damages up to three times the amount of any costs incurred by DTSC as a result of Respondents' failure to comply, pursuant to Health and Safety Code sections 25359, 25359.2, 25359.4, and 25367(c). Health and Safety Code section 25359.4.5. provides that a responsible party who complies with this Consent Order, or with another Consent Order or agreement concerning the same response actions required by this Consent Order, may seek treble damages from Respondents who fail or refuse to comply with this Consent Order without sufficient cause.

XI. SIGNATORIES

11.1 Each undersigned representative of the parties to this Consent Order certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind the Parties to this Consent Order.

11.2 This Consent Order 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.

11.3 Each Respondent has identified, on the attached Exhibit "B," the name and address of an agent who is authorized to receive notice on behalf of that party with respect to all notices required under this Consent Order.

IT IS HEREBY AGREED AND ORDERED.

DATE: _____

County of Los Angeles
MICHAEL D. ANTONOVICH
MAYOR, County of Los Angeles

Respondent's Representative:
Name:

Title :

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

CS-4 MAY 23 2006

SACHI A. HAMAI
EXECUTIVE OFFICER

IT IS HEREBY AGREED AND ORDERED

DATE: _____

_____
BKK Corporation

Respondent's Representative:
Name:

Title :

IT IS HEREBY AGREED AND ORDERED.

DATE: _____

_____
Goodyear Tire and Rubber Company

Respondent's Representative:
Name:

Title :

IT IS HEREBY AGREED AND ORDERED.

DATE: _____

_____
Watson Land Company

Respondent's Representative:
Name:

Title :

IT IS HEREBY AGREED AND ORDERED.

DATE: _____

_____
City of Carson

Respondent's Representative:
Name:

Title :

IT IS HEREBY AGREED AND ORDERED.

DATE: _____

_____
City of Los Angeles

Respondent's Representative:
Name:

Title :

IT IS HEREBY AGREED AND ORDERED

DATE: _____

_____
Shell Oil Company

Respondent's Representative:
Name:

Title :

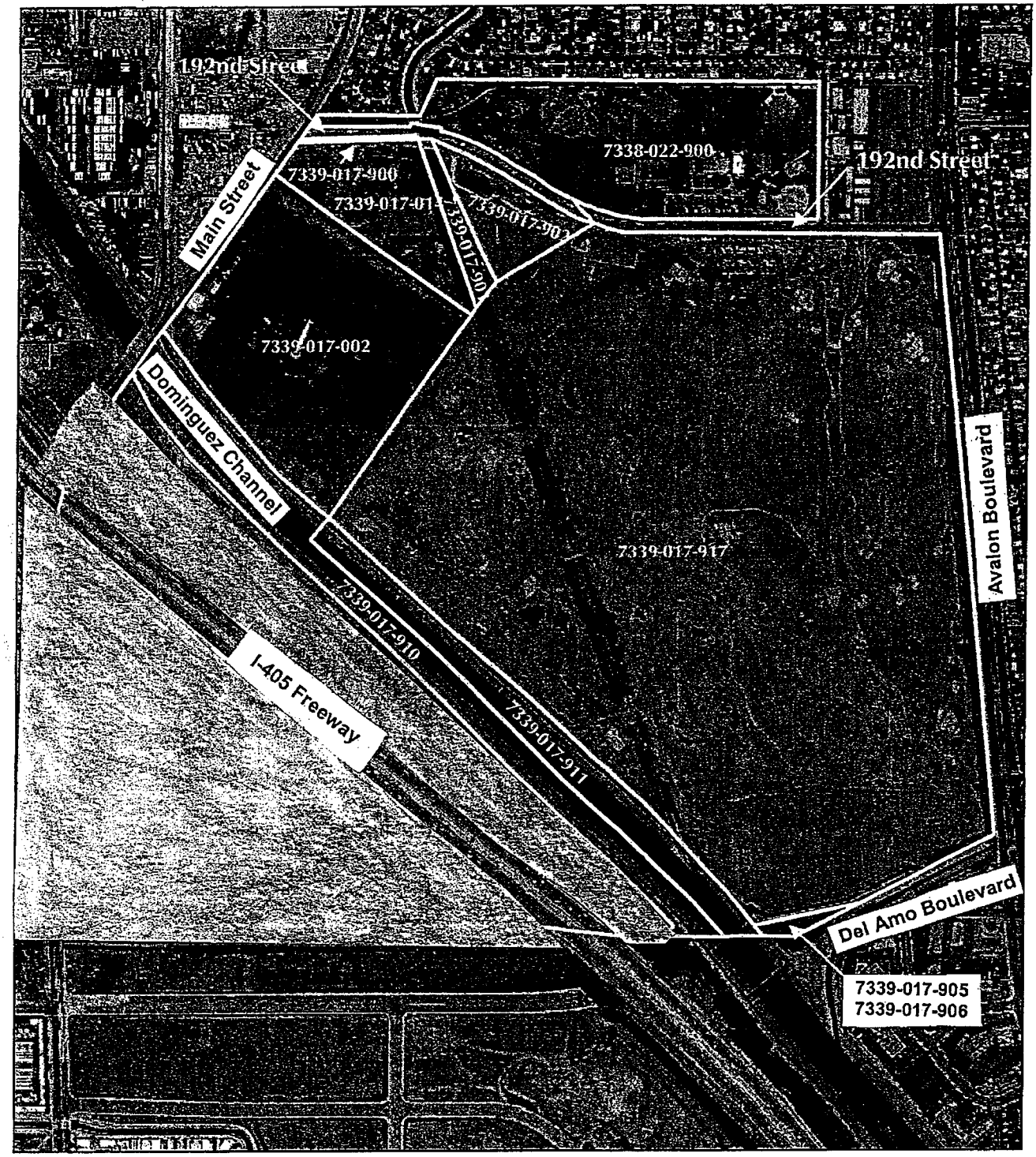
IT IS HEREBY AGREED AND ORDERED.

DATE: _____

_____

John Scandura, Chief
Southern California Office of Military Facilities
Department of Toxic Substances Control

Exhibit "A"



Victoria Golf Course Site (former BKK Carson Dump)

N

Exhibit "B"
Respondents

County of Los Angeles

Agent: Jan Takata
Address: Chief Administrative Office
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 754
Los Angeles, California 90012

BKK Corporation, a California corporation

Agent: Christopher Hansen
Address: 2210 South Azusa Avenue
West Covina, California 91792

Goodyear Tire and Rubber Company, an Ohio corporation

Agent: Win Colbert
Address: 1144 East Market Street
Akron, Ohio 44316

Watson Land Company, a California corporation

Agent: Gene Lucero
Address: Latham & Watkins LLP
633 West Fifth Street, Suite 4000
Los Angeles, CA 90071-2007

City of Carson

Agent: Dave Aleshire
Address: Aleshire & Wynder, LLP
18881 Von Karman Avenue
Tower 17, Suite 400
Irvine, California 92612

Exhibit "B"
Respondents
(continued)

City of Los Angeles

Agent: Roberta Scharlin-Zinman
Address: Office of the City Attorney
Los Angeles Department of Water and Power, Legal Division
P.O. Box 51111, Room 340
Los Angeles, California 90051

Shell Oil Company, a Delaware corporation

Agent: Thomas Kearns
Address: One Shell Plaza
910 Louisiana Street
P. O. Box 2463
Houston, Texas 77002