

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket SRPD: SRPD05/06SCC-4354
)	
Hartwell Corporation)	
9810 Sixth Street)	CORRECTIVE ACTION
Rancho Cucamonga, California 91730)	CONSENT AGREEMENT
)	
Respondent)	
)	Health and Safety Code
)	Sections 25187 and 25200 14
_____)	

INTRODUCTION

1 The Department of Toxic Substances Control (DTSC) and Hartwell Corporation (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code section 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2 The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below

1.3. Respondent is the owner and operator of an aerospace hardware manufacturing facility located at 9810 Sixth Street, Rancho Cucamonga, California 91730 (Facility). The Facility consists of one building with a plating area and a paved parking lot.

1.4 Respondent engaged in the management of hazardous waste pursuant to a Permit By Rule (PBR) issued by DTSC on November 16, 1993. On June 20, 2000, DTSC determined that the onsite wastewater recycling met the exemption requirements under Health and Safety Code 25143.2(c)(2) and on September 14, 2000, the PBR Unit was closed by the San Bernardino County. The facility currently operates an onsite recycling hazardous waste rinsewater system

1.5. The terms used in this Consent Agreement are as defined in California Code of Regulations, title 22, section 66260 10, except as otherwise provided.

1.6. Respondent agrees to implement the DTSC-approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference

1.7. Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187

FINDINGS OF FACT

2.1. On March 10, 1994, soil samples taken under the oversight of San Bernardino County from the Plating area exceeded the Total Threshold Limit Concentration (TTLC) and Soluble Threshold Limit Concentration (STLC) for cadmium. Zinc, nickel and chromium below the TTLC and STLC were also detected in the soil.

2.2. On January 20, 1995, DTSC conducted a complaint investigation of alleged disposal of hazardous waste to the ground at the Facility. DTSC issued an Enforcement Order to clean the contaminated soils to background or health based levels on July 12, 1995 and a Stipulation and Order was signed by Respondent on January 12, 1996.

2.3. On September 4, 1996, DTSC informed the Facility to put a cap or cover the impacted soils beneath the Plating area and to deed restrict the property. On October 24, 1996, the Respondent acknowledged to DTSC that a cap was put in place in the Plating area and the process to deed restrict the property had begun.

2.4. In 1997, 1998 and 1999, several soil gas surveys were performed by Respondent and a Volatile Organic compounds (VOCs) release at the site was confirmed.

2.5. On July 10, 2000, the Respondent initiated soil clean up using vapor extraction at the site. Respondent DTSC continued soil vapor extraction in July 2002 after removing approximately 133 pounds of Trichloroethylene (TCE) and 3 pounds of Tetrachloroethene (PCE).

2.6. The soil vapor samples taken on February 2004 by the Respondent indicated significant levels of TCE remaining in the soil. DTSC advised Respondent that no further soil vapor extraction should be performed until Respondent performed deeper soil gas assessment or assessed the possible impact to groundwater.

2.7. On March 10, 2006, DTSC conducted an inspection of the existing cap at the Plating area and the soil vapor extraction system at the Facility.

2.8. Based on the data available to DTSC, DTSC concludes that further work is needed to remove hazardous waste or hazardous waste constituents at the facility.

2.9. The hazardous waste and hazardous waste constituents of concern at the Facility include cadmium, TCE and PCE.

2.10. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through soil, vapor, indoor air and groundwater

2.11. The Facility is located within 1/2 mile from residences and public drinking water wells

2.12. Releases from the Facility may migrate or may have migrated toward residences and groundwater

PROJECT COORDINATOR

3. Within 14 days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Either party may change its Project Coordinator with at least seven days prior written notice. Respondent designates Kirk Thomson, Professional Geologist (PG), and General Engineering Contractor ("A" License # 755993) as its initial Project Coordinator.

WORK TO BE PERFORMED

4. Respondent agrees to perform the work required by this Consent Agreement in accordance with the applicable state and federal laws, their implementing regulations, and the applicable DTSC and the United States Environmental Protection Agency guidance documents.

REMOVAL MEASURES

5.1. On February 21, 2006, Respondent submitted a draft Removal Measures Workplan which was titled "Corrective Measures Implementation Plan" (the "RM Workplan") to DTSC for review. On March 10, 2006, Respondent submitted to DTSC a draft Health and Safety Plan to supplement the draft RM Workplan submitted on February 21, 2006. The RM Workplan (including the Health and Safety Plan) was approved with conditions by DTSC on April 18, 2006.

5.2. Within 30 days of the effective date of this Consent Agreement, Respondent shall initiate implementation of the soil vapor removal measures identified in the RM Workplan to prevent and/or minimize the spread of contaminants.

5.3. Within six months of the effective date of this Consent Agreement, Respondent shall submit to DTSC for approval a Community Profile in accordance with Exhibit 1. Based on the information provided in the Community Profile, if DTSC determines that there is a high level of community concern about the Facility, DTSC may require Respondent to prepare a Public Participation Plan.

5.4 No later than seven months after the start of the implementation, Respondent shall submit an RM progress report (Progress Report) to DTSC for review.

5.5 The Progress Report shall cover the first six months of the operation of the soil vapor extraction system. Additional Progress Reports on the continued operation of the soil vapor extraction system shall be due every six months thereafter or as directed by DTSC. The initial Progress Report shall include a VOC risk assessment, a proposed final remedy, if appropriate based on the operation of the soil vapor extraction system, which includes a proposed deed restriction for metal contaminated soil beneath the plating area, and an Operation and Maintenance Plan.

FINAL REMEDY AND ADDITIONAL REMEDIAL MEASURES

6.1 DTSC will provide the public with an opportunity to review and comment on the final proposed remedy for the Facility. Depending on the level of community concern, DTSC may conduct a public hearing to obtain comments.

6.2 Following the public comment period, DTSC may select the proposed final remedy or modify the proposed final remedy.

6.3 DTSC will notify Respondent of the final remedy selected by DTSC in the Final Decision and Response to Comments. The notification will include DTSC's reasons for selecting final remedy. Respondent shall implement the final remedy selected by the Department, subject to its right to request a hearing pursuant to Health & Safety Code Section 25187 (notwithstanding Section 1.7 of this Consent Agreement) and reserving any and all other rights or remedies which Respondent may have to object to or challenge the final remedy.

6.4 If DTSC identifies an immediate or potential threat to human health and/or the environment or discovers new releases of hazardous waste and/or hazardous waste constituents which are not addressed by the RM Workplan, as approved or by any final remedy (to the extent that Respondent has agreed to implement such final remedy), or discovers new solid waste management units not previously identified, DTSC will notify Respondent in writing. The parties may agree to amend this Consent Agreement to address such matters.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

7. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR

is necessary, such an EIR would be prepared under a separate agreement between DTSC and Respondent.

DTSC APPROVAL

8.1 Respondent shall revise any future workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.

8.2 Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

8.3 Any DTSC-approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

8.4 Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

SUBMITTALS

9.1 Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

9.2 The certification required by paragraph 9.1 above, shall be in the following form:

I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Signature: _____

Name: _____

Title: _____

Date: _____

9.3 Respondent shall provide three copies of all documents, including but not limited to, workplans, reports, and correspondence. Submittals specifically

exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

9.4. Unless otherwise specified, all report, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

PROPOSED CONTRACTOR/CONSULTANT

10. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Consent Agreement, Kirk Thomson and the personnel of Environmental Support Technologies, Inc. will initially be used in carrying out the terms of this Consent Agreement. Respondent will notify DTSC of any other contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

ADDITIONAL WORK

11. DTSC may determine or Respondent may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-approved workplans, DTSC shall request in writing that Respondent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within 14 days after the receipt of such determination, Respondent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Respondent shall submit to DTSC a workplan for the additional work. Such workplan shall be submitted to DTSC within 30 days of receipt of DTSC's determination or according to an alternate schedule established by DTSC.

QUALITY ASSURANCE

12.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

12.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

13.1 Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement

13.2. Respondent shall notify DTSC in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

13.3 At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement

ACCESS

14. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any off-site property to which access is required for implementation of this Consent Agreement (to the extent Respondent has or through the exercise of reasonable diligence can obtain access) and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data (other than those as to which a privilege or protection applies), that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants

RECORD PRESERVATION

15.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing 90 days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Chief
Tiered Permitting Corrective Action Branch
Hazardous Waste Management Program
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

15.2. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.

15.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility, or at a location otherwise agreed to by the parties, to afford easy access by DTSC and its representatives.

DISPUTE RESOLUTION

16.1 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 sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

16.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC's Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

16.3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to Chief, Tiered Permitting Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within 14 days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

16.4 DTSC and Respondent shall have 14 days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.

16.5. After the formal discussion period, DTSC will provide Respondent with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by the Branch Chief or his/her designee.

16.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work required under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

RESERVATION OF RIGHTS

17.1 DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. Respondent reserves all of its statutory and regulatory rights, defenses and remedies, as they may arise by law or under this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any powers, authorities, rights, or remedies, civil or criminal, that DTSC or Respondent may have under any laws, regulations or common law.

17.2 DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks,

17.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

17.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DM determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

17.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. This Consent Agreement is not a substitute for, and does not preclude DTSC from requiring, any hazardous waste facility permit, post closure permit, closure plan or post closure plan. The parties acknowledge and agree that DTSC'S approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent

Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

OTHER CLAIMS

18 Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondent from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

19. Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board

OTHER APPLICABLE LAWS

20. All actions required by this Consent Agreement shall be conducted in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

21.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement

21.2. An estimate of DTSC's costs is attached as Exhibit 2 showing the amount of \$24,212. It is understood by the parties that this amount is only a cost estimate for the activities shown on Exhibit 2 and it may differ from the actual costs incurred by DTSC in overseeing these activities or in implementing this Consent Agreement. DTSC will provide additional cost estimates to Respondent as the work progresses under the Consent Agreement.

21.3. Respondent shall make an advance payment to DTSC in the amount of \$12,106 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120 days after the execution of the Acknowledgment of Satisfaction pursuant to Section 23 of this Consent Agreement.

21.4. DTSC will provide Respondent with a billing statement at least quarterly, which will include the name(s) of the employee(s), identification of the activities, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within 60 days of the date of the billing statement, the amount is subject to interest as provided by Health and Safety Code section 25360.1

21.5. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents that support the DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.

21.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement and the dispute resolution procedures as established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

21.7. All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

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

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

22.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modification shall be in writing, shall be signed by both parties, shall have as its effective date the date on which it is signed by all the parties, and shall be deemed incorporated into this Consent Agreement.

22.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, Tiered Permitting Corrective Action Branch, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

23. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

EFFECTIVE DATE

24. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

SIGNATORIES

25. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement

HARTWELL CORPORATION

DATE: October 20, 2006

By: Original signed by Paul Tamborrino
Paul Tamborrino

DATE: October 30, 2006

By: Original signed by Stephen Lavinger
Stephen W. Lavinger, Chief
Tiered Permitting Corrective Action Branch
Hazardous Waste Management Program
Department of Toxic Substances Control

EXHIBIT 2

**COST ESTIMATE WORKSHEET
CORRECTIVE ACTION CONSENT AGREEMENT**

Project Name: Hartwell Corporation

PROGRAMS	Class Code	Class Name	CACAA	Removal Measure			Risk Assessment	Community Profile	Health & Safety Plan	Total Hours	Rate (\$/hr)	Cost
				Workplan	Oversight	Report						
HWMP	3564	HSS	8	16	12	16	16	4	12	84	\$109	\$9,156
	3566	SHSSI	2	4	4	4		2		16	\$126	\$2,016
	3565	SHSSI								0	\$124	\$0
	1181	WPT		1		1	1	1		4	\$57	\$228
Public Participation	5373	PPS						4		4	\$102	\$408
	5372	PPSupervisor						4		4	\$117	\$468
Legal Counsel	5778	Supervisor	6							6	\$151	\$906
Toxicologist	7978	Staff					16			16	\$148	\$2,368
	7943	Senior								0	\$149	\$0
OPAEA	4713	Senior								0	\$129	\$0
Hydro/Geologist	3756	HSEG		16	12	16				44	\$121	\$5,324
	3751	SHSEGI				2				2	\$133	\$266
	3729	SHSEG								0	\$133	\$0
Industrial Hygienist	3852	Senior			4			16		20	\$130	\$2,600
Accounting	4549	Supervisor		1	1			1	1	4	\$118	\$472
		Total	16	38	33	39	33	16	29	204	TOTAL =	\$24,212
This estimate assumes soil vapor extraction as the Removal Measures. The cost estimate does not include final remedy and deed restriction. + Removal Measure: Review/comment on workplan/report and field oversight + Community Profile: Review/comment of Community Profile data and report + Hourly Rates are DTSC Contract Estimation Rates effective 7/01/05 - 6/30/06. (Hourly Rate + Indirect @ 164.15%)												