

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket HWCA: P3-02/03-011
Northrop Grumman Systems Corporation)	
)	
One Northrop Avenue)	CORRECTIVE ACTION
Hawthorne, CA 90250)	CONSENT AGREEMENT
)	
PROPERTIES WEST OF CRENSHAW BLVD.)	
)	
EPA ID# CAD 008268302)	
)	
Respondent)	Health and Safety Code
Northrop Grumman Systems Corporation)	Section 25187
Air Combat Systems)	
_____)	

INTRODUCTION

1. The Department of Toxic Substances Control ("DTSC") and Northrop Grumman Systems Corporation, a Delaware Corporation ("Respondent" or "NGSC"), 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, which authorizes 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 Northrop Grumman Systems Corporation, formerly known as Northrop Grumman Corporation, is the past owner and operator of a hazardous waste facility located at One Northrop Avenue, Hawthorne, California 90245, known as the Northrop East Complex facility (the "East Complex Facility"). In 2001, Northrop Grumman Corporation formally changed its name to Northrop Grumman Systems Corporation ("NGSC"). The East Complex Facility encompasses areas where NGSC previously conducted manufacturing operations and is still responsible for investigation and/or cleanup based on those activities. One area located west of Crenshaw Boulevard (the

“West of Crenshaw Facility”) is the subject of this Consent Agreement. Other areas of the East Complex Facility will be the subject of a separate Consent Agreement. (See map and legal description of the real property that is the subject of this Consent Agreement and attached as Exhibits “A” and “B”, respectively).

The West of Crenshaw Facility consists of four parcels: (i) a parcel (Main Hawthorne Plant) bounded on the west by Prairie Avenue; on the north by the Hawthorne Airport property; on the east by Crenshaw Boulevard; and on the south by Northrop Avenue; (ii) a parcel (Former Plant 2) bounded on the west by Prairie Avenue; on the north by the Southern Pacific Railroad property; on the east by Doty Avenue; and on the south by Hawthorne Memorial Park; (iii) a parcel (Crenshaw Parking Lot) bounded on the west by Crenshaw Boulevard; on the north by 120th Street; on the east by the Dominguez Channel; and on the south by the Southern Pacific Railroad property (the Southern Pacific Railroad property runs generally in an east-west direction and lies approximately [80] feet south of Northrop Avenue); and (iv) a parcel (Leased Airport Property), directly adjacent to the north boundary of the Main Hawthorne Plant; the parcel lies approximately 864 feet east of Prairie Avenue, extending east approximately 1673 feet, and extending north approximately 24 feet.

1.4. NGSC engages and engaged in the management of hazardous waste pursuant to an interim status document issued on March 30, 1981, by the Department of Health Services, which was DTSC’s predecessor agency.

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. NGSC agrees to implement all 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. In any action by DTSC or the State of California (“State”) to enforce the terms of this Consent Agreement, NGSC consents to and agrees not to contest the authority or jurisdiction of DTSC to issue or enforce this Consent Agreement, and agrees not to contest the validity of this Consent Agreement or its terms.

1.7. NGSC 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 July 15, 1991, the United States Environmental Protection Agency (“U.S. EPA”) completed a Preliminary Assessment (“PA”) for the entire East Complex Facility. The PA identified seven (7) Solid Waste Management Units (“SWMUs”) and three (3) Areas of Concern (“AOCs”) at the entire East Complex Facility that either have released or may release hazardous waste or hazardous waste constituents into the environment. DTSC supplemented the PA by completing a Resource Conservation and Recovery Act Facility Assessment (“RFA”) on April 12, 2001. The RFA identifies thirty-

nine (39) SWMUs and sixty-five (65) AOCs at the entire East Complex Facility that either have released or may release hazardous waste or hazardous waste constituents into the environment. Of the SWMUs and AOCs listed in the RFA at the East Complex Facility, the following thirty three (33) SWMUs and forty eight (48) AOCs are located at the West of Crenshaw Facility as follows¹ :

¹ SOLID WASTE MANAGEMENT UNITS AT EAST OF CRENSHAW FACILITY (Not addressed by this Consent Agreement but addressed in a separate Corrective Action Consent Agreement):

Production Development Center Area

SWMU # 34	Building 7-1 ("PDC Building") including former Tanks 41 and 42, the North Tank Line which includes the backfilled containment pit, six (6) process tanks, trichloroethane ("TCA") vapor degreaser, and one (1) clarifier; southwest portion of the PDC property which includes the South Tank Line, Tank PDC-IS, TCA vapor degreaser, and clarifier; former and current property clarifiers, and floor drains;
SWMU # 35	Paint Spray Booths;
SWMU # 36	Building Annex;
SWMU # 37	Boiler Rooms;
SWMU # 38	Quench Ovens; and
SWMU # 39	Leaking Equipment Areas

AREAS OF CONCERN AT EAST OF CRENSHAW FACILITY (Not addressed by this Consent Agreement but addressed in a separate Corrective Action Consent Agreement):

Production Development Center Area

AOC # 49	Two (2) Property Outfalls;
AOC # 50	Waste Management Area, south of Building 7-1;
AOC # 51	Hazardous Materials Storage Area located east of Building 7-1 including a 6,000-gallon nitrogen tank;
AOC # 52	Aboveground Storage Tank ("AST") 032;
AOC # 53	AST P1;
AOC # 54	AST P2;
AOC # 55	AST P3;
AOC # 56	Unidentified AST containing glycol material;
AOC # 57	Unidentified AST containing liquid argon;
AOC # 58	Photo-Template Area;
AOC # 59	Tumble Deburr Area;
AOC # 60	Tool Storage Area ("PDC Tool Storage Area");

SOLID WASTE MANAGEMENT UNITS AT WEST OF CRENSHAW FACILITY:

Plant I Area

- SWMU # 1 Building 1-4 which includes the Version and Pacific Pits, Underground Storage Tank ("UST") Tanks 3 (old and new), UST Tank 4, and UST Tank 5;
- SWMU # 2 Building 1-6 which includes the following features:
- Titanium Pickling Room (A1-27). This feature includes eighteen (18) Aboveground Storage Tanks ("ASTs"), two (2) curing ovens, one (1) pit, and one (1) vapor degreaser;
- 5508 Process Tank Line (A1-27). This feature includes twenty-five (25) dip tanks, two (2) curing ovens, two (2) vapor degreasers, and one (1) pit;
- 747 Process Tank Line (A1-22). This feature includes eighteen (18) aboveground process tanks, dip tanks, holding tanks, one (1) spill containment pit, two (2) curing ovens, and one (1) vapor degreaser;
- 5503 Process Tank Line (A1-22). This feature includes dip tanks, subgrade vaults, three (3) drying ovens, and one (1) pit;
- Tanks 11E, 12E, 122, 123, 125, 126, D, E, and J; and
- Spray Booths/Sumps;
- SWMU # 3 Building 1-0 which includes a concrete utility trench, the building outfall, and a chip collector bin area along the North Road;

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- AOC # 61 Explosives Storage Area;
- AOC # 62 Titanium Grinding Area;
- AOC # 63 South Soil Pile Area;
- AOC # 64 Inspection Area; and
- AOC # 65 Railroad Right-of-Way.

SWMU # 4 Unspecified locations where spill/releases occurred as listed in Table 9 of the RFA (See Attachment 9 to the RFA);

Research and Development Area

SWMU # 5 Building 1-15 including the pipeline trench;

SWMU # 6 Wind Tunnel Area (Buildings 1-150, 1-167 including the building outfall, 1-154, 1-176 including Tanks 47 and 48, 1-144 including Tank 108);

SWMU # 7 Chem Mill Area (Building 1-58 including Tanks 113 (old and new), clarifiers, sumps, related piping, and the southern area where elevated levels of perchloroethylene ("PCE") were encountered);

SWMU # 8 Fuel Test Laboratory ("FTL") (Building 3-22 including Tanks 121A, 121B, 121C, 121D, 34A, 34B, 34C, 35A, 35B, 35C, 35D, 35E, 36, 37, and the former process piping pit);

SWMU # 9 Building 1-39;

SWMU # 10 Building 1-153 including Tanks 110, N3, Spray Booths D58, D59, D242, the building outfall, ASTs, and the large drum storage area south of the building;

SWMU # 11 Building 1-159 including tanks 18, 19, 20, Spray Booths D60, D61, D62, D73, degreasing system, area south of the building where high levels of PCE at SV-112 were encountered;

SWMU # 12 Building 1-184;

SWMU # 13 Building 1-218;

SWMU # 14 Building 1-193 including Tanks 30, 31, 47, 48, and Flight Hanger Building (Gas Station);

SWMU # 15 Building 1-75 including Tanks 101, 105, 109, and the building outfall;

SWMU # 16 Building 3-45 including Tanks 32 and 118;

SWMU # 17 Building 1-166 including Tanks 33A and 33B, and the building outfall;

SWMU # 18	Building 1-138 including Tank 114, and Spray Booth D-57;
SWMU # 19	Building 1-180 including two (2) Tanks 120
SWMU # 20	Building 236 ("Pretreatment Plant") including the roll-off bin area, Tank 17, and the building outfall;
SWMU # 21	Building 160;

Plant II Area

SWMU # 22	Building 1-157;
SWMU # 23	Building 2-1 including old and new Tank 1, clarifier, sump, Aboveground Storage Tank ("AST"), former hazardous materials storage area, and a loading/unloading area;
SWMU # 24	Building 2-10 including two (2) former USTs;
SWMU # 25	Parking Lot 20;

Plant III Area

SWMU # 26	Building 3-10 including Spray Booths D65, D66, D67, D68, D69, and D70;
SWMU # 27	Building 3-31 including Tank 39;
SWMU # 28	Building 3-55 including Tank 102;
SWMU # 29	Building 3-6 including Tanks 106 and 107;
SWMU # 30	3-60 Complex area which includes: Buildings 3-19, 3-48 (including Tanks 111, N10, VCS15000 and two (2) unidentified tanks), 3-49 (including Tank 38, and a decommissioned nuclear reactor), and 3-60 (including two (2) inactive paint booths D75 and D76);
SWMU # 31	Building 3-10 including six (6) spray paint booths, two (2) sumps, the Radar Hanger, tank line, degreaser, and the building outfall;
SWMU # 32	Building 3-55 including Paint Booth D74; and
SWMU # 33	Unspecified locations based on spills and releases listed in Table 9 of the RFA (See Attachment 9 to the RFA).

AREAS OF CONCERN AT WEST OF CRENSHAW FACILITY:

Plant I Area

AOC # 1	Building 1-1;
AOC # 2	Building 1-2;
AOC # 3	Building 1-3;
AOC # 4	Building 1-5 including building outfall;
AOC # 5	Building 1-7;
AOC # 6	Building 1-8 including Tank N1;
AOC # 7	Building 1-10;
AOC # 8	Building 1-11;
AOC # 9	Building 1-12;
AOC # 10	Building 1-32;
AOC # 11	Building 1-105 including Tanks 103 (old and new);
AOC # 12	Building 1-186 including Tank 124;
AOC # 13	Building 1-227;
AOC # 14	Tank P1;
AOC # 15	Tank P2;
AOC # 16	Tank F1;
AOC # 17	Tank F2;
AOC # 18	Tank E1;
AOC # 19	Tank E2;
AOC # 20	Tank C;
AOC # 21	Tank B1;

AOC # 22	Tank B2;
AOC # 23	Tank FRS-15;
AOC # 24	Tank K1;
AOC # 25	Tank K2;
AOC # 26	Tank AR1;

Research and Development Area

AOC # 27	Building 1-151;
AOC # 28	Building 1-174;
AOC # 29	Building 1-179;
AOC # 30	Building 1-198;
AOC # 31	Building 1-199;
AOC # 32	Building 1-200;
AOC # 33	Building 3-19;
AOC # 34	Building 3-43 including Tanks N-4, CO, and L;
AOC # 35	Building 3-45;
AOC # 36	Building 3-70;
AOC # 37	Tank A (unspecified location);
AOC # 38	Tank B (unspecified location);

Plant II Area

AOC # 39	Building 2-9;
AOC # 40	Building 2-18;
AOC # 41	Building 2-19;
AOC # 42	Building 2-20;
AOC # 43	Parking Lot 22;
AOC # 44	Annex Building;
AOC # 45	Plant II Outfall;

Plant III Area

AOC # 46	Building 3-7;
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AOC # 47 Building 3-24; and

AOC # 48 Building 3-61.

2.2. Based on the RFA, DTSC concludes that further investigation is needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents of the SWMUs and AOCs listed in the RFA. This Corrective Action Consent Agreement will address corrective action for the SWMUs and AOCs listed in Section 2.1. above. A separate Corrective Action Consent Agreement will address corrective action for the hazardous waste contaminated groundwater underlying or emanating from the East of Crenshaw Boulevard properties. Northrop and DTSC have entered into a Fee for Service Contract 98-T1714 that has addressed or will address the non-groundwater environmental assessment actions for SWMUs listed in the footnote number 1 to Section 2.1 above covering other areas of the East Complex Facility. By doing this, it is the intent of the parties that all corrective action necessary for all SWMUs and AOCs identified in the RFA for the entire East Complex Facility will be addressed by one of the two Corrective Action Consent Agreements or under non-groundwater environmental assessment actions covered by Fee for Service Contract 98-T1714. The groundwater Consent Agreement, together with the soils environmental assessment actions under Fee for Service Contract 98-T1714, will cover the portion of the East Complex Facility East of Crenshaw Boulevard, and this Consent Agreement will cover the corrective action at the East Complex Facility West of Crenshaw Boulevard.

2.3. The hazardous waste and hazardous waste constituents of concern handled at the West of Crenshaw Facility in the past were halogenated and aromatic compounds, petroleum hydrocarbons, acids, caustics, and metals., including but not limited to the following: acetone, benzene, carbon tetrachloride, chloroform, dibromochloromethane, cis-1,2-dichloroethene, 1,2,-dichlorobenzene, 1,1-dichloroethane, trans-1,2-dichloroethane, 1,1- dichloroethene, 1,4 dioxanne, ethylbenzene, methylene chloride, methyl ethyl ketone, 2-methylinaphthalene, tetrachloroethene, toluene, 1,1,1-trichloroethane, 1,1,2-trichloroethane, trichloroethene, trichlorofluoromethane, xylenes, isopropanol, potassium dichromate, ammonia, sulfuric acid, nitric acid, sodium hydroxide, asbestos, potassium hydroxide, muriatic acid, sulfuric dichromate, naphthalene, caustics, ethylene glycol, arsenic, lead, chromium, mercury, fluorescent dyes, magnesium, titanium, aluminum, epoxy resins, polychlorinated biphenyls, methyl tertiary butyl ether ("MTBE), carbon tetrachloride, and sodium bisulfate.

2.4. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the West of Crenshaw Facility into the environment through the following pathways: soil, soil vapor, surface water, and groundwater. Migration or potential migration of hazardous wastes or hazardous waste constituents from the West of Crenshaw Facility through these pathways stem from, but may not be limited to, releases or possible releases from NGSC's operations at the West of Crenshaw Facility as detailed in the RFA, which noted the following operations areas as a potential source of releases: current and/or former underground storage tanks, aboveground storage tanks, wastewater treatment systems, waste and material storage areas, sanitary sewer systems,

process tanks lines, pits, sumps, clarifiers, paint spray booths, roll-off bins, curing/quench ovens, vapor degreaser, boilers, loading/unloading areas, parking lots, surface runoff contaminated with site-derived contaminants infiltrating into soils and to groundwater, infiltration of water through contaminated soils to underlying groundwater, and undefined preferential flow paths to groundwater.

2.5. The nearest body of surface water is the Dominguez Channel located immediately east of Crenshaw Boulevard between Plant III and the PDC. Stormwater discharge points are located on the East Complex Facility. Stormwater from the East Complex Facility is discharged to the East Complex Facility drainage system and into the Dominguez Channel which is situated immediately East of Crenshaw Boulevard. The Dominguez Channel appears to be an intermittent stream of approximately 5.5 miles downstream of the East Complex Facility, where it becomes a perennial stream that flows southward before discharging to the Los Angeles Harbor East Basin ("L.A. East Basin). The L.A. East Basin is used for shipping terminals and other commercial traffic. It joins with the West Basin which is used for similar activities, to form the Los Angeles Harbor Main Channel which discharges to the Pacific Ocean.

2.6. Releases from the West of Crenshaw Facility and the direction that releases may migrate or may have migrated from the West of Crenshaw Facility will be further investigated in the Resource Conservation and Recovery Act Facility Assessment ("RCRA") Facility Investigation ("RFI"). Releases or discharges from the West of Crenshaw Facility may have migrated into the Dominguez Channel which, when flowing, flows through the L.A. East and West Harbor Basins before discharging into the Pacific Ocean. NGSC will further identify any sensitive receptors in the RFI to be performed under this Consent Agreement. Currently known potential human sensitive receptors within one-quarter mile of the West of Crenshaw Facility include: one school (Kornblum) and two day care centers (YMCA and Fun Ship); there are no convalescent homes or hospitals within this zone. The RFI will determine sensitive receptors both human and ecological. Exhibit "C" showing the location of these human sensitive receptors is attached.

PROJECT COORDINATOR

3. NGSC hereby designates as Project Coordinator, Tim Haltmeyer, Manager for Environmental Safety, Health and Medical. DTSC hereby designates as Project Coordinator, Yolanda M. Garza, Unit Chief, Southern California Permits and Corrective Action Branch, Hazardous Waste Management Program. 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 NGSC 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. Each party may change its Project Coordinator with at least seven (7) days prior written notice.

WORK TO BE PERFORMED

4. NGSC 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.

INTERIM MEASURES ("IM")

5.1. NGSC shall evaluate available data and assess the need for interim measures ("IM") in addition to those specifically required by this Consent Agreement. Interim measures shall be used whenever possible to control or abate immediate threats to human health and/or the environment, and to prevent and/or minimize the spread of contaminants while long-term corrective action alternatives are being evaluated.

5.2. Within ninety (90) days of the effective date of this Consent Agreement, NGSC shall submit a Current Conditions Report to DTSC. The Current Conditions Report is subject to approval by DTSC and shall be developed in accordance with the Scope of Work for an RFI contained in Attachment 5. The Current Conditions report shall contain an assessment of interim measures. The assessment must include both previously implemented interim measures and other interim measures that could be implemented at the West of Crenshaw Facility. The assessment must also identify any additional data needed for making decisions on interim measures. This new data or information shall be collected during the early stages of the RFI. DTSC will review NGSC's assessment and determine which interim measures, if any, NGSC will implement at the West of Crenshaw Facility. If deemed appropriate by DTSC, such determination may be deferred until additional data are collected.

5.3. If at any time NGSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, NGSC shall notify DTSC Project Coordinator orally within forty-eight (48) hours of discovery and notify DTSC in writing within ten (10) days of discovery, summarizing the findings including the immediacy and magnitude of the potential threat to human health and/or the environment. Within thirty (30) days of receiving DTSC's written request, NGSC shall submit to DTSC an IM Workplan for approval. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in accordance with the Scope of Work for Interim Measures Implementation contained in Attachment 2. If DTSC determines that immediate action is required, DTSC's Project Coordinator may orally authorize NGSC to act prior to DTSC's receipt of the IM Workplan.

5.4. If DTSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste

constituents, or discovers new solid waste management units not previously identified, DTSC will notify NGSC in writing. Within thirty (30) days of receiving DTSC's written notification, NGSC shall submit to DTSC for approval an IM Workplan that identifies Interim Measures that will mitigate the threat. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in accordance with the Scope of Work for Interim Measures Implementation contained in Attachment 1. If DTSC determines that immediate action is required, DTSC's Project Coordinator may orally authorize NGSC to act prior to DTSC's receipt of the IM Workplan.

5.5. All IM Workplans shall ensure that the Interim Measures are designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of, and contribute to the performance of, any remedy which may be required at the West of Crenshaw Facility.

5.6. Concurrent with the submission of an IM Workplan, NGSC shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan contained in Attachment 2.

5.7. Concurrent with the submission of an IM Workplan, NGSC shall submit to DTSC for approval a Community Profile in accordance with the Scope of Work for a Community Profile contained in Attachment 3. Based on the information provided in the Community Profile, if DTSC determines that there is a high level of community concern about the West of Crenshaw Facility, DTSC may require NGSC to prepare a Public Participation Plan which shall be developed in accordance with the Scope of Work for a Public Participation Plan contained in Attachment 4.

RCRA FACILITY INVESTIGATION ("RFI")

6.1. Within ninety (90) days of the effective date of this Consent Agreement, NGSC shall submit to DTSC a Current Conditions Report and a Workplan for an RFI ("RFI Workplan"). The Current Conditions Report and RFI Workplan are subject to approval by DTSC and shall be developed in accordance with the Scope of Work for a RCRA Facility Investigation contained in Attachment 5. DTSC will review the Current Conditions Report and RFI Workplan and notify NGSC in writing of DTSC's approval or disapproval.

6.2. The RFI Workplan shall detail the methodology to: (1) gather data needed to make decisions on interim measures/ stabilization during the early phases of the RFI; (2) identify and characterize all sources of contamination; (3) define the nature, degree and extent of contamination; (4) define the rate of movement and direction of contamination flow; (5) characterize the potential pathways of contaminant migration; (6) identify actual or potential human and/or ecological receptors; and (7) support development of alternatives from which a corrective measure will be selected by DTSC. A specific schedule for implementation of all activities shall be included in the RFI Workplan.

6.3. NGSC shall submit an RFI Report to DTSC for approval in accordance with the DTSC-approved RFI Workplan schedule. The RFI Report shall be developed in accordance with the Scope of Work for a RCRA Facility Investigation contained in Attachment 5. If there is a phased investigation, separate RFI Reports and a report that summarizes the findings from all phases of the RFI must be submitted to DTSC. DTSC will review the RFI Report(s) and notify NGSC in writing of DTSC's approval or disapproval.

6.4. Concurrent with the submission of an RFI Workplan, NGSC shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan contained in Attachment 2. If a Workplan for both an IM and RFI are required by this Consent Agreement, NGSC may submit a single Health and Safety Plan that addresses the combined IM and RFI activities.

6.5. NGSC shall submit an RFI Summary Fact Sheet to DTSC that summarizes the findings from all phases of the RFI. The RFI Summary Fact Sheet shall be submitted to DTSC in accordance with the schedule contained in the approved RFI Workplan. DTSC will review the RFI Summary Fact Sheet and notify NGSC in writing of DTSC's approval or disapproval, including any comments and/or modifications. When DTSC approves the RFI Summary Fact Sheet, NGSC shall mail the approved RFI Summary Fact Sheet to all individuals on the East Complex Facility mailing list established pursuant to California Code of Regulations, title 22, section 66271.9 (c)(1)(D), within 15 calendar days of receipt of written approval.

6.6. Concurrent with the submission of an RFI Workplan, NGSC shall submit for DTSC approval a Community Profile in accordance with the Scope of Work for a Community Profile contained in Attachment 3. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if DTSC determines that there is a high level of community concern about the West of Crenshaw Facility, NGSC shall prepare a Public Participation Plan.

RISK ASSESSMENT

7. Based on the information available to DTSC, NGSC may be required to conduct a Risk Assessment to evaluate potential human health risk and ecological risk and to establish site-specific action levels and cleanup standards. If DTSC determines that a Risk Assessment is required, NGSC shall submit to DTSC for approval a Risk Assessment Workplan within forty-five (45) days of receipt of DTSC's determination. NGSC shall submit to DTSC for approval a Risk Assessment Report in accordance with the DTSC-approved Risk Assessment Workplan schedule.

CORRECTIVE MEASURES STUDY ("CMS")

8.1. NGSC shall prepare a Corrective Measures Study (“CMS”) if contaminant concentrations exceed human health-based or ecologically-based action levels established by the DTSC-approved Risk Assessment Report if one is required under this Consent Agreement, or if DTSC otherwise determines that the contaminant releases pose a potential threat to human health or the environment.

8.2. Within sixty (60) days of DTSC's approval of the RFI Report, NGSC shall submit a CMS Workplan to DTSC. The CMS Workplan is subject to approval by DTSC and shall be developed in accordance with the Scope of Work for a Corrective Measures Study contained in Attachment 6.

8.3. The CMS Workplan shall detail the methodology for developing and evaluating potential corrective measures to remedy any contamination at the West of Crenshaw Facility. The CMS Workplan shall identify the potential corrective measures, including any innovative technologies, that may be used for the containment, treatment, remediation, and/or disposal of contamination.

8.4. NGSC shall prepare treatability studies for all potential corrective measures that involve treatment except where NGSC can demonstrate to DTSC's satisfaction that they are not needed. The CMS Workplan shall include, at a minimum, a summary of the proposed treatability study including a conceptual design, a schedule for submitting a treatability study workplan, or NGSC's justification for not proposing a treatability study.

8.5. NGSC shall submit a CMS Report to DTSC for approval in accordance with the DTSC-approved CMS Workplan schedule. The CMS Report shall be developed in accordance with the Scope of Work for a Corrective Measures Study contained in Attachment 6. DTSC will review the CMS Report and notify NGSC in writing of DTSC's approval or disapproval.

REMEDY SELECTION

9.1. DTSC will provide the public with an opportunity to review and comment on the final draft of the CMS Report, DTSC's proposed corrective measures for the West of Crenshaw Facility, and DTSC's justification for selection of such corrective measures. Depending on the level of community concern, DTSC may conduct a public hearing to obtain comments.

9.2. Following the public comment period, DTSC may select final corrective measures or require NGSC to revise the CMS Report and/or perform additional corrective measures studies.

9.3. DTSC will notify NGSC of the final corrective measures selected by DTSC in the Final Decision and Response to Comments. The notification will include DTSC's reasons for selecting the corrective measures.

CORRECTIVE MEASURES IMPLEMENTATION ("CMI")

10.1. Within sixty (60) days of NGSC's receipt of notification of DTSC's selection of the corrective measures, NGSC shall submit to DTSC a Corrective Measures Implementation Workplan ("CMI Workplan"). The CMI Workplan is subject to approval by DTSC and shall be developed in accordance with the Scope of Work for Corrective Measures Implementation contained in Attachment 7.

10.2. Concurrent with the submission of a CMI Workplan, NGSC shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan contained in Attachment 2.

10.3. Concurrent with the submission of a CMI Workplan, NGSC shall submit for DTSC approval, a Community Profile in accordance with the Scope of Work for a Community Profile contained in Attachment 3. Based on the information provided in the Community Profile and any Supplement to the Community Profile, if DTSC determines that there is a high level of community concern about the West of Crenshaw Facility, DTSC may require NGSC to prepare a Public Participation Plan.

10.4. The CMI program shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the West of Crenshaw Facility. In accordance with the schedule contained in the approved CMI Workplan, NGSC shall submit to DTSC the documents listed below, to the extent applicable. These documents shall be developed in accordance with the Scope of Work for Corrective Measures Implementation contained in Attachment 7.

- o Operation and Maintenance Plan
- o Draft Plans and Specifications
- o Final Plans and Specifications
- o Construction Workplan
- o Construction Completion Report
- o Corrective Measures Completion Report

10.5. DTSC will review all required CMI documents and notify NGSC in writing of DTSC's approval or disapproval.

10.6. As directed by DTSC, within ninety (90) days of DTSC's approval of all required CMI documents, NGSC shall establish a financial assurance mechanism for Corrective Measures Implementation. The financial assurance mechanisms may include a performance or surety bond, liability insurance, an escrow performance guarantee account, a trust fund, financial test, or corporate guarantee as described in California Code of Regulations, title 22, section 66265.143, or any other mechanism acceptable to DTSC. The mechanism shall be established to allow DTSC access to the funds to undertake Corrective Measures Implementation tasks if NGSC is unable or unwilling to undertake the required actions.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

11. DTSC must comply with the California Environmental Quality Act ("CEQA") insofar as activities required by this Consent Agreement are projects subject to CEQA. NGSC 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 NGSC.

DTSC APPROVAL

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

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

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

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

SUBMITTALS

13.1. Beginning with the first full month following the effective date of this Consent Agreement, NGSC shall provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the first day of the second month following the close of each reporting period. The progress reports shall be developed in accordance with the Scope of Work for Progress Reports contained in Attachment 8. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

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

13.3. The certification required by paragraph 13.2 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: _____

13.4. NGSC shall provide four (4) 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.

13.5. Unless otherwise specified, all reports, 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

14. 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. NGSC's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within fourteen (14) days of the effective date of this Consent Agreement, NGSC shall notify DTSC's Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

ADDITIONAL WORK

15. DTSC may determine or NGSC 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 NGSC perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within fourteen (14) days after the receipt of such determination, NGSC may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, NGSC shall submit a workplan to DTSC for the additional work. Such workplan shall be submitted to DTSC within thirty (30) days of receipt of

DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, NGSC shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement.

QUALITY ASSURANCE

16.1. All sampling and analyses performed by NGSC under this Consent Agreement shall follow applicable DTSC and U.S. EPA 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.

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

SAMPLING AND DATA/DOCUMENT AVAILABILITY

17.1. NGSC 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.

17.2. NGSC shall notify DTSC in writing at least seven (7) days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If NGSC believes it must commence emergency field activities without delay, NGSC may seek emergency telephone authorization from DTSC's Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

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

ACCESS

18.1 In the event access is required under this Consent Agreement, NGSC shall obtain the necessary site access agreements within sixty (60) days following receipt by NGSC of DTSC's approval of a workplan under this Consent Agreement. Such agreement(s) shall provide access for NGSC and its authorized representatives to implement the approved work plan at the specific area(s) where the DTSC-approved workplan activities will be conducted and shall specify that NGSC is not DTSC's

representative with respect to liability associated with site activities. Copies of any such required agreements shall be provided to DTSC prior to NGSC's initiation of the field activities in the area(s) required by the DTSC-approved workplan.

18.2 If despite substantial good faith efforts to do so, NGSC has not obtained access agreements within the time referenced in paragraph 18.1 above, NGSC shall immediately notify DTSC of its inability to obtain access and detail the steps taken in its attempt to procure such access agreements. If NGSC cannot obtain access agreements, DTSC may obtain access for NGSC, perform those tasks or activities with DTSC contractors, or terminate the Consent Agreement. In the event DTSC performs the DTSC-approved workplan activities with DTSC contractors, subject to applicable provisions of law, NGSC shall reimburse DTSC for all costs incurred by DTSC in performing such activities, and shall integrate the results of such activities undertaken by DTSC into NGSC's reports and deliverables, and shall perform all DTSC-approved workplan activities not requiring access to the location(s) for which NGSC was unable to obtain an access agreement. NGSC also shall reimburse DTSC for all costs and attorney fees reasonably incurred by DTSC or the State to obtain access for NGSC pursuant to this paragraph 18.2 following NGSC's inability to do so.

18.3 NGSC shall permit DTSC and its representatives to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of NGSC or its contractors or consultants. Suggested revisions to be provided by NGSC under separate cover.

RECORD PRESERVATION

19.1. NGSC shall retain, during the pendency of this Consent Agreement and for a minimum of six (6) 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 East Complex Facility. NGSC shall notify DTSC in writing ninety (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
Southern California Permits and Corrective Action Branch
Hazardous Waste Management Program
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, CA 91201

19.2. If NGSC retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, NGSC will require any such

agents, consultants, or contractors to provide NGSC a copy of all documents produced pursuant to this Consent Agreement.

19.3. All documents pertaining to this Consent Agreement shall be stored in a central location at One Hornet Way, Mail Stop PA 13/W9, El Segundo, CA 90245-2804, or at a location otherwise agreed to by the parties, to afford easy access by DTSC and its representatives.

DISPUTE RESOLUTION

20.1. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that, except as otherwise specifically provided for cost recovery disputes in paragraph 25.6 of this Consent Agreement, the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If NGSC fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

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

20.3. If the Project Coordinators cannot resolve the dispute informally, NGSC may pursue the matter formally by placing its objection in writing. NGSC's written objection must be forwarded to Chief, Southern California Facility Permits & Corrective Action Branch, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within fourteen (14) days of NGSC's receipt of DTSC's written decision. NGSC's written objection must set forth the specific points of the dispute and the basis for NGSC's position.

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

20.5. After the formal discussion period, DTSC will provide NGSC 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.

20.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work requested 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, except to the extent that such other compliance obligation or deadline is dependent upon the resolution of the matter which is the subject of Dispute Resolution under this Consent Agreement, in which case the time periods for completion of such other compliance obligations or deadlines required pursuant to this Consent Agreement that are affected by such Dispute Resolution shall be extended for a period of time not to exceed the actual time taken to resolve the dispute.

RESERVATION OF RIGHTS

21.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, which may pertain to NGSC's failure to comply with any of the requirements of this Consent Agreement or adequately address contamination identified under the Fee for Service Contract 98-T1714. NGSC reserves all of its statutory and regulatory rights, defenses, and remedies, as they may arise 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 NGSC may have under any laws, regulations, or common law.

21.2. DTSC reserves the right to disapprove of work performed by NGSC pursuant to this Consent Agreement and to request that NGSC perform additional tasks.

21.3. 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 NGSC for costs incurred by the State of California with respect to such actions. DTSC will notify NGSC in writing as soon as practicable regarding the decision to perform any work described in this section.

21.4. 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 NGSC is not capable of undertaking any of the work required, DTSC may order NGSC 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 DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of NGSC under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

21.5. 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 permit or plan that is otherwise required or authorized by law. 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 NGSC with the terms of this Consent Agreement shall not relieve NGSC of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

21.6 Except as provided in paragraph 1.6, NGSC reserves its rights to dispute any demands, claims, or disapprovals by DTSC under this Consent Agreement and to follow the appropriate dispute resolution provisions of this Consent Agreement where applicable. Further, by entering into this Consent Agreement, NGSC does not admit that it is responsible for any release of any hazardous wastes or hazardous waste constituents from the West of Crenshaw Facility, and this Consent Agreement shall not constitute a release, waiver, covenant not to sue, or limitation on any rights, remedies, powers, or authorities that NGSC has under any statutory, regulatory, or common law authority.

OTHER CLAIMS

22. Except to the extent specifically provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or NGSC of any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have at any time 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 West of Crenshaw Facility.

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

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

OTHER APPLICABLE LAWS

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

REIMBURSEMENT OF DTSC'S COSTS

25.1. NGSC shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

25.2. An estimate of DTSC's costs for the West of Crenshaw Facility is attached as Attachment 9 showing the amount of \$1,785,854.40. It is understood by the parties that this amount is only a cost estimate for the activities shown on Attachment 9

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 NGSC as the work progresses under this Consent Agreement.

25.3. NGSC shall make an advance payment to DTSC in the amount of \$125,994.66 within (thirty) 30 days of the effective date of this Consent Agreement. (This advance payment amount represents DTSC's estimate of the amount to be expended by DTSC in connection with this Consent Agreement within the six-month period immediately following execution of this Consent Agreement, or \$25,000.00, whichever is greater). If the advance payment exceeds DTSC's costs, DTSC will refund the balance within one hundred and twenty (120) days after the execution of the Acknowledgment of Satisfaction pursuant to Section 27 of this Consent Agreement.

25.4. DTSC will provide NGSC with a billing statement at least quarterly, which will include the name of the employee(s), identification of the activities, the amount of time spent on each activity, and the hourly rate charged. If NGSC does not pay an invoice within sixty (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.

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

25.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provisions 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.

25.7. All payments shall be made within (thirty) 30 days of the date of NGSC's receipt 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 West of Crenshaw Facility, NGSC'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

26.1. 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.

26.2. 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, Southern California Permits and 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

27. 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 NGSC's signature. The Acknowledgment will specify that NGSC 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 NGSC's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

NO THIRD PARTY BENEFICIARY

28. The parties to this Consent Agreement agree that there are no third party beneficiaries of any of the terms and conditions contained in, or rights and obligations arising out of, this Consent Agreement.

[illegible]

EFFECTIVE DATE

29. 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

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

DATE: June 30, 2003 BY: [Signed by Steven R. Briggs]

Steven R. Briggs, Vice President and Deputy
Air Combat Systems
Northrop Grumman Systems Corporation

DATE: June 30, 2003 BY: [Signed by Jose Kou]

Jose Kou, P.E., Chief
Southern California Permits
and Corrective Action Branch
Hazardous Waste Management Program
Department of Toxic Substances Control

Disclaimer for Web Postings of Corrective Action Orders' Attachments

This corrective action order posted on the DTSC website does not include all attachments from the original document. If you need copies of a specific document, please contact the DTSC project manager listed on the document.