

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	
)	
Exide Corporation)	Docket No.:P3-01/02-010
2700 Indiana Avenue)	
Vernon, CA 90058)	
US EPA ID No.: CAD 097 854 541)	CORRECTIVE ACTION
)	CONSENT ORDER
Exide Corporation)	
2700 Indiana Avenue)	
Vernon, CA 90058)	Health and Safety Code
Respondent.)	Section 25187
_____)	

1.0 INTRODUCTION

1.1. Parties. The Department of Toxic Substances Control (DTSC or Department) and Exide Corporation (formerly GNB Battery Technologies, Inc., hereinafter referred to as "Respondent"), the owner and operator of a hazardous waste treatment and storage facility, enter into this Corrective Action Consent Order (Consent Order) and agree as follows:

1.2. Permitting Status. Respondent is the owner and operator of a hazardous waste treatment and storage facility located at 2700 Indiana Avenue, Vernon, CA 90058 (Facility). The Facility engages in the management of hazardous waste pursuant to an interim status document (ISD) issued by the Department of Health Services (DHS), which was DTSC's predecessor agency, on August 19, 1983.

1.3. Jurisdiction. Jurisdiction exists pursuant to Health and Safety Code (HSC) sections 25187, 25187.1, and 25200.10. HSC 25187 authorizes DTSC to issue an order to require corrective action when DTSC determines that there is or has been a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

If DTSC determines that the presence of any hazardous waste at a facility or site at which hazardous waste is, or has been, stored, treated, or disposed of, or the release of any hazardous waste from the facility or site may present a substantial hazard to human health or the environment, HSC section 25187.1 authorizes DTSC to issue an order requiring the owner or operator of a facility or site to conduct monitoring, testing, analysis, and reporting with respect to the facility or site which DTSC deems reasonable to ascertain the nature and extent of the hazard.

HSC section 25200.10(a) mandates that DTSC require corrective action for all releases of hazardous waste or constituents from a solid waste management unit or a hazardous waste management unit at a facility engaged in hazardous waste management.

1.4. Definition of Terms The terms used in this Consent Order are as defined in section 25100 et seq. of the HSC and section 66260.10 of Title 22 of the California Code of Regulations (CCR), except as otherwise provided.

1.5. Attachments All attachments to this Consent Order are incorporated herein by this reference.

1.6 Purpose The parties enter into this Consent Order to avoid the expense of litigation and to carry out promptly the corrective action described below. The Respondent agrees to implement all approved work plans and to undertake all actions required by the terms and conditions of this Consent Order, including any portions of this Consent Order incorporated by reference. Respondent waives any right to request a hearing on this Consent Order pursuant to H&SC section 25187.

1.7. Non-Admission of Liability. By entering into this Consent Order, Respondent does not admit to any findings of fact or conclusions of law as may be set forth herein.

2.0 FINDINGS OF FACT

2.1. In October 1990, DTSC completed a RCRA Facility Assessment (RFA) which identified solid waste management units (SWMUs) and areas of concern (AOCs). Additional SWMUs and AOCs were revealed in DTSC's review of the May 1997 Part B application. Tables 1 and 2 identify SWMUs and AOCs, where DTSC has determined that there has or may have been a release of a hazardous waste or constituent based upon the 1990 RFA, the list in the May 1997 Part B application, and its review of the May 1997 Part B application. Figures 1 through 5 illustrate the locations of the SWMUs and AOCs. DTSC has determined that further investigation is needed to ascertain the nature and extent of contamination in the SWMUs and AOCs listed in Section 2.1, from which there has or may have been a release or threatened release of hazardous waste or constituents into the environment. The presence of hazardous waste at the Facility and the release of hazardous waste from the Facility may present a substantial hazard to human health and the environment.

TABLE 1
 SOLID WASTE MANAGEMENT UNITS
 EXIDE CORPORATION
 VERNON, CALIFORNIA

<u>Unit</u>	<u>Unit Name</u>	<u>Map Designation</u>
1	Earthen Disposal Pit	A-1
2	Acid Collection and Neutralization Tank	A-2
3	Battery Storage Area	A-3
4	Effluent Treatment Area	A-4
5	Wastewater Treatment/Sludge Collection System	A-5
6	Earthen Acid Dump Pit	A-6
7	Slag Storage Pile	A-7
8	Crushed Battery Storage Area	A-8
9	Rubber Chip Storage Area	A-9
10	Old Battery Separation Building	A-10
11	Old Mixed Metals Extrusion Building	A-11
12	Zinc Alloy Operations Area	A-12
13	Metals Warehouse	A-13
14	Smelting Pots	A-14
15	Lead Oxide Building and Warehouse	A-15
16	Main Smelting Building	A-16
17	Blast Furnace Flue Bins	A-17
18	Main Smelting Building Baghouses	A-18
19	Crushed Battery Storage and Crushed Case Elevator	A-19
20	Radiation Lab and North Radiation Yard	A-20
21	Acid Tanks	A-21
22	Sumps	A-22
23	Mud and Dross Bins	A-23

24	Rainwater Retention Pond	A-24
25	Truck Wash Pit	A-25
26	Truck Dumper	A-26
27	Battery Hopper and Oscillating Conveyor	A-27
28	Polypropylene Loading Dock	A-28
29	Crushed Drum Storage Piles	A-29
30	Battery Storage Areas	A-30
31	Reverberatory Furnace Feedstock Room	A-31
32	Acid Tank and Battery Dump Bin Sump	A-32
33	Hammer Mill Conical Collector	A-33
34	Muds Holding Tanks	A-34
35	Baghouse Dust Slurry Sumps	A-35
36	Reverberatory and Soft Lead Baghouses	A-36
37	Blast Furnace Feedstock Room	A-37
38	Special Alloy Kettles and Lead Casting Machinery	A-38

TABLE 2
 AREAS OF CONCERN
 EXIDE CORPORATION
 VERNON, CALIFORNIA

<u>Unit</u>	<u>Unit Name</u>	<u>Map Designation</u>
39	Underground Fuel Tanks	A-39
40	Solid Soda Ash Product Storage	A-40
41	Aluminum Smelting Building/Sweat Building/Lead Shot	M-1
42	Northwest Storage Piles	M-2
43	Battery Breaking	M-3
44	Tin Dross Smelting Building	M-4
45	Copper Sulfate Building	M-5
46	Diesel Underground Fuel Tanks/Oil Pump House	M-6,7
47	Covered Bin Storage next to Copper Sulfate Building	M-8
48	Old Fill Area	M-9
49	Blue Lead Warehouse	M-10
50	Machine Shop and Maintenance Storage	M-11
51	Gasoline Underground Fuel Tanks	M-12
52	Storage Shed	M-13
53	Battery Loading Dock	M-14
54	Acid Pit	M-15
57	Garage	M-16
58	New Acid Neutralization System	M-17
59	Rubber Chip Storage	M-18
60	Battery Breaking	M-19

61	Rail Spur (between SE and NE yards)	M-20
62	Battery Breaking	M-21
63	Battery Storage	M-22
64	Rail-spur Off-loading	M-23
65	Classifier	M-24
66	Drainage System	M-25
67	Classifier	M-26
68	Storage Piles	M-27
69	Bins Along Drainage Channel	M-28
70	Pond in Center of SE Yard	M-29
71	Baghouse slurry sumps (2)	N/A
72	Mud holding tank piping system where below grade	N/A
73	Acid sump and piping beneath initial battery feed hopper	N/A
74	Acid collection system at hammer mill crusher/pan feeder and piping	N/A
75	Industrial Waste Clarifier within waste water treatment system	N/A
76	Waste Water Treatment System	N/A

2.2. Based on information available to DTSC, DTSC has determined that a release of hazardous waste has occurred at or from the following SWMUs. Respondent agrees to the characterization of these SWMUs and statement of facts contained in Section 2.2 of this Consent Order solely for the purposes of the issuance of this Consent Order.

a. Unit 3: Battery Storage Area

Spills from spent and leaking lead-acid storage batteries occurred during the operation of this unit.

b. Unit 6: Earthen Acid Dump Pit

Releases of hazardous waste took place during the operation of the unit. Sampling of the ground water in 1987 showed that this pit was one of the prime contributors to acid, lead, and other metal contamination of the ground water.

c. Unit 9: Hard Rubber Chip Wastepile

The Department of Health Services (DHS) sampled leachate from the hard rubber chip waste pile in 1987 and 1989 and on both sample dates reported hazardous levels of lead leaching onto the asphalt.

d. Unit 10: Old Battery Separation Building

The groundwater samples taken in 1987 showed that this unit has contributed to acid and lead contamination of the ground water.

e. Unit 11: Old Mixed Metals Extrusion Building

Trichloroethene (TCE) was used as a cooling medium during the operation of this unit and sample results taken from groundwater monitoring well MW-11 indicate the release of TCE.

f. Unit 12: Zinc Alloy Operations Area

Groundwater monitoring results from monitoring well MW-5 indicate the release of zinc.

g. Unit 14: Smelting Pots

Spills occurred during the operation of this unit. In the 1950's,

a spill of molten lead occurred which required cleanup of contaminated soil to a depth of 35 feet below ground surface (bgs).

h. Unit 15: Lead Oxide Building Warehouse

Powdered lead was used in the production of lead oxide. At least one release of lead oxide onto the streets adjoining the Facility was documented during the operation of this unit.

i. Unit 24: Rainwater Retention Pond

The Los Angeles Regional Water Quality Control Board (LARWQCB) documented a potential release in August 1985. In August 1985 the Respondent drained water from the pond into the flood control channel and as a result water seeped under the pond's liner and damaged the liner. Samples taken by DHS on September 1, 1989, showed the pond water to have hazardous levels of soluble lead.

j. Unit 28: Polypropylene Loading Dock

DHS analyzed samples of polypropylene and leachate from the polypropylene and found hazardous levels of lead in both.

k. Unit 29: Crushed Drum Storage Piles

Samples taken by DHS in 1989 showed hazardous levels of lead and antimony to exist in the crushed drum storage piles then located in the West Yard.

2.3. Hazardous wastes or constituents have migrated or may migrate from the Facility into the environment through soil, surface water, ground water, and air pathways.

a. **Soil Matrix, Pore-gas, and Pore-liquid:**

(1) Off-site Soil Matrix Sampling - DTSC conducted soil sampling in 1994 which confirmed the off-site presence of lead contamination in surface soils.

(2) On-site Soil Matrix Sampling - A number of on-site soil sampling efforts have been conducted. For example, on

September 21, 1989, and on March 5, 1997, samples were obtained by DTSC from sediment accumulated in the bottom of an impoundment used for secondary containment (SWMU 24), referred to by Respondent as the storm water retention pond, which revealed lead contamination. Due to the discovery of cracks in the liner system for the stormwater retention pond noted by DTSC in its inspections of April 30 and June 24, 1997, the pond liners were replaced in August 1997. Sampling confirmed the presence of lead contamination in the soils underlying the pond.

(3) Pore-Gas - Lateral and vertical migration of gas phase contamination may have occurred from the Earthen Disposal Pit (SWMU 1) Earthen Acid Dump Pit (SWMU 6), Slag Storage Pile (SWMU 7), and Old Mixed Metals Extrusion Building (SWMU 11). The underground tank AOCs may also be sources of pore-gas migration. Elevated levels of methane, hydrogen sulfide or other gases may exist.

(4) Pore-Liquid - Lateral and vertical subsurface migration of pore-liquid may have occurred from the Earthen Disposal Pit (SWMU 1), Earthen Acid Dump Pit (SWMU 6), Slag Storage Pile (SWMU 7), Old Mixed Metals Extrusion Building (SWMU 11), and Stormwater Retention Pond (SWMU 24).

b. **Air:**

(1) On-site Air Contamination - Hazardous waste or constituents may be released from activities such as soil excavation for repairs or maintenance purposes undertaken at or near any of the SWMUs or AOCs. On-site effects of such releases must be evaluated.

(2) Off-site Ambient Air Contamination - Respondent has emitted lead during the operation of the Facility. Although

the South Coast Air Quality Monitoring District (SCAQMD) has established emission limitations, Respondent may still emit up to those numerical limits. Off-site effects of past releases of airborne lead must be evaluated together with current permitted emissions.

c. **Surface Water:**

(1) On-site Surface Water Contamination - The potential for past and present release(s) to on-site surface water exists because a flood control channel bifurcates the Facility. Samples obtained by DTSC from the channel and in nearby storm drains revealed concentrations of lead that exceeded hazardous waste level.

(2) Off-site Surface Water Contamination - The potential for past and present release(s) to off-site surface water exists because (a) water from the surface impoundment has historically been discharged pursuant to a discharge permit to the industrial sewer which ultimately discharges to the ocean after treatment; and (b) before the Facility was bermed, storm water, which may have contained lead particulates, was discharged to the adjoining streets and through run-off grates to storm drains and surface water channels.

d. **Ground Water:**

At present, a total of seventeen groundwater monitoring wells have been installed on- and off-site at the Facility. Analyses of groundwater samples from these wells indicate that hazardous constituents have migrated from areas of the Facility and have contaminated ground water underlying the Facility. The 1994 RFI work plan stated that six (6) of

the SWMUs [Earthen Disposal Pit (SWMU 1), Old Mixed Metals Extrusion Building (SWMU 11), Old Battery Storage Area (SWMU 30), Earthen Acid Disposal Pit (SWMU 6), Crushed Battery Case Storage Area (SWMU 19), and Old Battery Separation Building (SWMU 19)] may be subject to Article 6, Chapter 14, Division 4.5 of 22CCR. Samples taken from on-site wells exceeded Federal Maximum Contaminant Levels (MCLs) for up to six (6) organic hazardous constituents, and exceed California Action Levels for up to eight (8) organic hazardous constituents. Data from earlier groundwater monitoring indicates that levels of inorganic chemicals in groundwater samples may also exceed Federal MCLs.

2.4. The hazardous waste and constituents of concern at the Facility are metals such as lead, cadmium, aluminum, arsenic, sodium, antimony, iron, manganese, zinc; acids [pH], such as sulfuric acid; semi-volatile organic compounds; and, aromatic and halogenated volatile organic compounds such as benzene, ethyl benzene, and trichloroethylene (TCE).

2.5. The Facility is bounded on the south by Bandini Blvd, on the north by 26th street, on the east by Indiana Street (the main office/administration building is east of Indiana Street), and on the west by additional industrial sites. The Facility is bifurcated east to west by the Union Pacific and Santa Fe Railroad and north to south by an open Flood Control channel and a buried storm box culvert. The Facility is located in the southern portion of the Los Angeles Forebay Area of the central Groundwater Basin of the Los Angeles Coastal Plain, approximately .1 mile north of the Los Angeles River. Based on measurements taken on-site, the first ground water encountered beneath the facility is at depths of 85 to 90 feet bgs. In 1991, the local groundwater flow pattern had 180° radius along a southeast-directed axis.

However, there are no monitoring wells to the northwest, and consequently information on flow direction is incomplete. The seventeen (17) groundwater monitoring wells at the Facility are shallow and interconnection with deeper underlying aquifer units, such as the Exposition and Gage, is unknown. The June 13, 1994, Basin Plan of the Los Angeles Regional Water Quality Control Board (LARWQCB) indicates that the ground water beneath the Facility is beneficial for municipal uses.

2.6. Releases from the Facility may migrate through the vadose zone either toward air and/or surface and ground water since some of the contaminants identified in the sampling are mobile in gas-phase.

3.0 PROJECT COORDINATOR

3.1. Within fourteen (14) days of the effective date of this Consent Order, 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 Order 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 activities performed pursuant to this Consent Order shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven (7) days prior written notice.

4.0 WORK TO BE PERFORMED

4.1. Respondent agrees to perform any and all work undertaken pursuant to this Consent Order to the extent applicable and in a manner consistent with: the attached Scopes of Work; DTSC-approved RCRA Facility Investigation Work Plan, Corrective Measures Study Work Plan, and Corrective Measures Implementation Work Plan; and any other work plans submitted by Respondent and approved by DTSC; Public

Participation Policy and Procedures Manual, published by DTSC, as previously amended; H&SC and other applicable state and federal laws and their implementing regulations; and applicable DTSC or U.S. EPA guidance documents. Applicable guidance documents include, but are not limited to, the "RCRA Facility Investigation (RFI) Guidance" (Interim Final, May 1989, EPA 530/SW-89-031), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), "Test Methods For Evaluating Solid Waste" (SW-846), "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA 530/SW-85-031, July 1986), "Corrective Action Orientation Manual" (Draft Working copy, June 1994, DTSC), and the Guidance Manual for Groundwater Investigations (California Environmental protection Agency, July 1995).

5.0 INTERIM MEASURES (IM)

5.1 Respondent shall evaluate available data and assess the need for interim measures in addition to those specifically required by this Consent Order. 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 Order, Respondent shall submit a Current Conditions Report in accordance with the scope of work outlined in the letters from Mr. Jeffery Pierce of Integrated Environmental Solutions to Mr. Liang Chiang of DTSC, dated September 6, 2001 and October 2, 2001, respectively, and appended hereto as Attachment 1 and Attachment 2.

5.3 In the event Respondent 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, Respondent shall notify the DTSC Project Coordinator orally within 24

hours of discovery and notify DTSC in writing within fifteen (15) calendar 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) calendar days of receiving DTSC's written request, Respondent shall submit to DTSC an IM Work Plan for approval. In some instances, where interim measures must be implemented quickly to prevent harm to human health and the environment, DTSC may reduce or limit the elements of, or requirement for, the submittal of work plans and specifications. The IM Work Plan shall include a schedule for submitting to DTSC an IM Operation and Maintenance (O&M) Plan and IM Plans and Specifications. The IM Work Plan, IM O&M Plan, and IM P&S shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation appended as Attachment 3. If DTSC determines that immediate action is required, the DTSC Project Coordinator may orally authorize the Respondent to act prior to DTSC's receipt of the IM Work Plan.

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 Respondent in writing. Within thirty (30) calendar days of receiving DTSC's written notification, Respondent shall submit to DTSC for approval an IM Work Plan that identifies Interim Measures that will mitigate the threat. In some instances, where interim measures must be implemented quickly to prevent harm to human health and the environment, DTSC may reduce or limit the elements of, or requirement for, the submittal of work plans and specifications. The IM Work Plan shall include a schedule for submitting to DTSC an IM Operation and Maintenance (O&M) Plan and IM Plans and Specifications. The IM Work Plan, IM O&M Plan, and IM P&S shall be developed in a manner consistent with the Scope of

Work for Interim Measures Implementation appended as Attachment 3. If DTSC determines that immediate action is required, the DTSC Project Coordinator may orally authorize the Respondent to act prior to DTSC's receipt of the IM Work Plan.

5.5 All IM Work Plans 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 Facility.

5.6 Concurrent with the submission of an IM Work Plan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan, Attachment 4.

5.7 Concurrent with the submission of an IM Work Plan, Respondent shall submit for DTSC's approval a Community Profile in accordance with Attachment 5. 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 or to prepare a supplement to any existing Public Participation Plan.

6.0 RCRA FACILITY INVESTIGATION (RFI)

6.1 The Respondent submitted an RFI Work Plan, dated April 1995, to DTSC for review and approval. The work plan was deemed technically insufficient and has not been approved. Within ninety (90) calendar days of receipt of DTSC's comments on the 1995 RFI Work Plan, Respondent shall submit to DTSC a revised Work Plan for a RCRA Facility Investigation ("RFI Work Plan") of the entire Facility, including the SWMUs and AOCs identified in Tables 1 and 2 of section 2.1. The RFI Work Plan is subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment 6. DTSC will review the Current

Conditions Report and RFI Work Plan and notify Respondent in writing of DTSC's approval or disapproval.

6.2 The RFI Work Plan shall detail the methodology to: (1) gather data needed to make decisions on interim measures/ stabilization during the early phases of the RCRA Facility Investigation; (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 Work Plan.

6.3 Respondent shall submit a RFI Report to DTSC for approval in accordance with DTSC-approved RFI Work Plan schedule. The RFI Report shall be developed in a manner consistent with the Scope of Work for a RCRA Facility Investigation contained in Attachment 6. If there is a phased investigation, separate RFI Report(s) 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 Respondent in writing of DTSC's approval or disapproval.

6.4 Concurrent with the submission of a RFI Work Plan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 4. If work plans for both an IM and RFI are required by this Consent Order, Respondent may submit a single Health and Safety Plan that addresses the combined IM and RFI activities.

6.5 Respondent shall submit a 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 Work Plan. DTSC will review the RFI Summary Fact Sheet and notify Respondent in writing of DTSC's approval or disapproval, including any comments and/or modifications. When DTSC approves the RFI Summary Fact Sheet, Respondent shall mail the approved RFI Summary Fact Sheet to all individuals on the Facility mailing list established pursuant to 22 Cal. Code Reg. section 66271.9(c)(1)(D), within fifteen (15) calendar days of receipt of written approval.

6.6 Concurrent with the submittal of the RFI Work Plan, Respondent shall submit to DTSC a Risk Assessment Workplan for the Facility. Respondent shall submit to DTSC a Risk Assessment Report in accordance with the DTSC-approved Risk Assessment Workplan schedule.

7.0. CORRECTIVE MEASURES STUDY (CMS)

7.1 Respondent shall prepare a Corrective Measures Study if contaminant concentrations exceed the health-based action levels established by the Risk Assessment Report and/or if DTSC determines that the contaminant releases pose a potential threat to human health and/or the environment.

7.2 Within sixty (60) calendar days of DTSC's approval of the RFI Report or of Respondent's receipt of a written request from DTSC, Respondent shall submit a CMS Work plan to DTSC. The CMS Work plan is subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 7.

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

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

7.5 Respondent shall submit a CMS Report to DTSC for approval in accordance with DTSC-approved CMS Work plan schedule. The CMS Report shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study contained in Attachment 7. DTSC will review the CMS Report and notify Respondent in writing of DTSC's approval or disapproval.

8.0 REMEDY SELECTION

8.1 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 Facility, and DTSC's justification for selection of such corrective measures.

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

8.3 DTSC will notify Respondent 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.

9.0 CORRECTIVE MEASURES IMPLEMENTATION (CMI).

9.1 Within sixty (60) calendar days of Respondent's receipt of notification of DTSC's selection of the corrective measures, Respondent shall submit to DTSC a Corrective Measures Implementation (CMI) Work Plan. The CMI Work Plan is subject to approval by DTSC and

shall be developed in a manner consistent with the Scope of Work for Corrective Measures Implementation contained in Attachment 8.

9.2 Concurrent with the submission of a CMI Work Plan, Respondent shall submit to DTSC a Health and Safety Plan in accordance with Attachment 2.

9.3 The CMI program shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the Facility. In accordance with the schedule contained in the approved CMI Work Plan, Respondent shall submit to DTSC the documents listed below. These documents shall be developed in a manner consistent with the Scope of Work for Corrective Measures Implementation contained in Attachment 8.

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

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

9.5 As directed by DTSC, Respondent shall establish a financial assurance mechanism for Corrective Measures Implementation including operation and maintenance activities. 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 Title 22 CCR 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 Respondent is unable or unwilling to undertake the required actions.

10.0 CALIFORNIA ENVIRONMENTAL QUALITY ACT

10.1 DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Order are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding 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 EIR would be prepared under separate agreement between DTSC and Respondent.

11.0 DTSC APPROVAL

11.1. Respondent shall revise any work plan, 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.

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

11.3 Any Department-approved work plan, report, specification, or schedule required by this Consent Order shall be deemed incorporated into this Order.

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

12.0 SUBMITTALS

12.1 Beginning with the first full month following the effective date of this Consent Order, Respondent shall provide DTSC with bi-monthly progress reports of corrective action activities conducted

pursuant to this Consent Order. Progress reports are due on the 10th day of the month when reports are due. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 9. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

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

12.3 The certification required 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: _____

12.4 Respondent shall provide three copies of all documents, including but not limited to, work plans, reports, and correspondence of fifteen (15) pages or longer. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

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

13.0 PROPOSED CONTRACTOR/CONSULTANT

13.1 All work performed pursuant to this Consent Order 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 forty-five (45) days of the effective date of this Consent Order, Respondent shall notify the DTSC 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 requirements of this Order.

14.0 ADDITIONAL WORK

14.1 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 work plans. 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 sixty (60) days after the receipt of such determination, Respondent may confer with DTSC to discuss additional work that DTSC has requested. If required by DTSC, Respondent shall submit a work plan for the additional work. Such work plan shall be submitted to DTSC within thirty (30) calendar days of receipt of DTSC's determination or according to alternate schedule established by DTSC. Upon approval of a work plan, Respondent 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 Order.

15.0 QUALITY ASSURANCE

15.1 All sampling and analyses performed by Respondent under this Consent Order shall follow applicable Department and U.S. EPA

guidance for sampling and analysis. Work plans shall contain quality assurance/quality control and chain-of-custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved work plans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report (e.g., RFI Report).

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

15.3 All work plans required under this Consent Order shall include data quality objectives for each data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended uses.

15.4 Respondent shall monitor to ensure that high quality data are obtained by its consultant or contract laboratories. Respondent shall ensure that laboratories used by Respondent for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, (SW-846)", or other methods deemed satisfactory to DTSC. If methods other than U.S. EPA methods are to be used, Respondent shall specify all such protocols in the applicable work plan (e.g., RFI Work Plan). DTSC may reject any data that do not meet the requirements of the approved work plan, USEPA analytical methods, or quality assurance/quality control procedures, and may require re-sampling and analysis.

15.5 Respondent shall ensure that the laboratories used by Respondent for analyses have a quality assurance/quality control program certified through the California State Department of Health Services Environmental Laboratory Accreditation Program (ELAP). DTSC may conduct a performance and quality assurance/quality control audit of the

laboratories chosen by Respondent before, during, or after sample analyses. Upon request by DTSC, Respondent shall have its selected laboratory perform analyses of samples provided by DTSC to demonstrate laboratory performance. If the audit reveals deficiencies in a laboratory's performance or quality assurance/quality control procedures, re-sampling and analysis may be required.

16.0 SAMPLING AND DATA/DOCUMENT AVAILABILITY

16.1 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 Order.

16.2 Notwithstanding any other provisions of this Consent Order, DTSC retains all of its information gathering and inspection authority and rights, including enforcement actions related thereto, under the H&SC, and any other state or federal statutes or regulations.

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

16.4 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 Order. 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 Order.

17.0 ACCESS

17.1 Subject to the Facility's security and safety

procedures, Respondent shall provide DTSC and its representatives access at all reasonable times to the Facility and any other property to which access is required for implementation of this Consent Order and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Order and that are within the possession or under the control of Respondent or its contractors or consultants.

17.2 To the extent that work being performed pursuant to this Consent Order must be done beyond the Facility property boundary, Respondent shall use its best efforts to obtain access agreements necessary to complete work required by this Consent Order from the present owners of such property within thirty (30) calendar days of approval of any work plan for which access is required. Best efforts as used in this paragraph shall include, at a minimum, a letter by certified mail from Respondent to the present owners of such property requesting an agreement to permit Respondent and DTSC and its authorized representatives access to such property and offering the payment by Respondent of reasonable sums of money in consideration of granting access. Any such access agreement shall provide for access to DTSC and its representatives. Respondent shall provide DTSC's Project Coordinator with a copy of any access agreements. In the event that an agreement for access is not obtained within thirty (30) calendar days of approval of any work plan for which access is required, or of the date that the need for access becomes known to Respondent, Respondent shall notify DTSC in writing within fourteen (14) calendar days thereafter regarding both the efforts undertaken to obtain access and its failure to obtain such agreements. DTSC may, at its discretion, assist Respondent in obtaining access.

17.3 Nothing in this section limits or otherwise affects

DTSC's right of access and entry pursuant to any applicable state or federal law or regulation.

17.4 Nothing in this Consent Order shall be construed to limit or otherwise affect Respondent's liability and obligation to perform corrective action including corrective action beyond the Facility boundary.

18.0 RECORD PRESERVATION

18.1 Respondent shall retain, during the implementation of this Consent Order and for a minimum of six (6) years thereafter, all data, records, and documents that relate in any way to the implementation of this Consent Order or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing ninety (90) calendar 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 Order and shall be addressed to:

Jose Kou, Chief
Southern California Permitting Branch
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, CA 91201

18.2 If Respondent retains or employs any agent, consultant, or contractor for the purpose of complying with the requirements of this Consent Order, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Order.

18.3 All documents pertaining to this Consent Order shall be stored in a central location at the Facility to afford ease of access by DTSC and its representatives.

19.0 DISPUTE RESOLUTION

19.1 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 required administrative procedures for resolving disputes arising under this Consent Order. If the Respondent fails to follow the procedures contained in this section, it shall have waived its right to further contest the disputed issue. Respondent reserves its legal rights to contest or defend against any final decision rendered by DTSC under this paragraph. Disputes regarding DTSC's billings shall follow the procedures set forth in paragraph 19.4.

19.2 Respondent 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, the Respondent shall seek resolution with the DTSC's branch chief by presenting in a letter the issues in dispute, the legal or other basis for Respondent's 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 the Respondent. The branch chief's decision shall constitute DTSC's final administrative decision on the issues in dispute.

19.3 If Respondent disputes a DTSC billing, or any part thereof, Respondent shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If Respondent desires to formally request dispute resolution in writing within forty five (45) business 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, Respondent shall pay all costs which are undisputed in accordance with paragraphs 23.1 through 23.7. 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 final decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

19.4 The existence of a dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Consent Order.

20.0 RESERVATION OF RIGHTS

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

20.2 DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Order and to request that Respondent perform additional tasks.

20.3 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.

20.4 If DTSC determines that activities in compliance or noncompliance with this Consent Order have caused or may cause a release of 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 Order for such period of time as DTSC determines may be needed to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Order affected by the order shall be extended to take into account DTSC's actions.

20.5 This Consent Order is not intended to be nor shall it be construed to be a permit. The parties acknowledge and agree that DTSC's approval of any work plan, plan, and/or specification does not constitute a warranty or representation that the work plans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Order shall not relieve Respondent of its obligations to comply with the H&SC or any other applicable local, state or federal law regulation.

21.0 OTHER CLAIMS

21.1 Except as provided in this Consent Order, nothing in this Consent Order shall constitute or be construed as a release 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 wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility. Respondent waives any claims or demands for compensation or payment from the State California arising out of any activity performed or expense incurred by Respondent pursuant to this Consent Order.

22.0 OTHER APPLICABLE LAWS

22.1 All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of 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.

23.0 REIMBURSEMENT OF DTSC'S COSTS

23.1 Respondent shall pay all of DTSC's costs incurred in the implementation of this Consent Order. Such costs shall include DTSC's costs incurred in the preparation of this Consent Order prior to the date it is signed.

23.2 An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$167,938.00. It is understood by the parties that the amount in Exhibit A is only an estimate for those activities shown in Exhibit A for the first calendar year after the effective date of this Consent Order, and may differ from the actual costs incurred by DTSC in overseeing those activities. DTSC will provide additional cost estimates for the subsequent phases of work as the work progresses.

23.3 Respondent shall make an advance payment to DTSC in the amount of \$40,000.00 within thirty (30) calendar days of the effective

date of this Consent Order. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within one hundred twenty (120) calendar days after the execution of the Acknowledgment of Satisfaction (Acknowledgment) pursuant to Paragraph 26 of this Consent Order.

23.4 After the advance payment, DTSC will provide Respondent with a billing statement at least quarterly, which will include the name of the employee, identification of the activity, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within sixty (60) calendar days, the amount is subject to interest as provided in HSC section 25360.1.

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

23.6 Any dispute concerning costs pursuant to this Consent Order is subject to the Dispute Resolution provision of this Consent Order. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

23.7 All payments shall be made within thirty (30) calendar 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, Respondent's name and address, and the docket number of this Consent Order. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's project coordinator.

24.0 MODIFICATION

24.1 This Consent Order may be modified by mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by both parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Consent Order.

24.2 Any requests for revision of an approved work plan requirement must be in writing. Such requests must be timely and provide justification for any proposed work plan revision. DTSC has no obligation to approve such requests, but if it does, such approval will be in writing and signed by the Chief, Southern California Permitting Branch, Department of Toxic Substances Control, Region or his or her designee. Any approved work plan modification shall be incorporated by reference into this Consent Order.

25.0 SEVERABILITY

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

26.0 TERMINATION AND SATISFACTION

26.1 The provisions of this Consent Order 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 be executed when Respondent has demonstrated completion of the work required under this Consent Order and full payment of DTSC's costs incurred under this Consent Order. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Order is satisfactorily completed.

27.0 COUNTERPARTS

27.1 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.

28.0 FULL AND COMPLETE AGREEMENTS

28.1 This Consent Order contains all of the covenants and agreements between DTSC and Respondent with respect to the subject matter of this Consent Order. Each Party to this Consent Order acknowledges that no representations, inducements, promises, or agreements have been made by or on the behalf of any party except those covenants and agreements embodied in this Consent Order.

29.0 CHANGE IN OWNERSHIP

29.1 No change in ownership or corporate or partnership status relating to the Facility shall in any way alter Respondent's responsibility under this Consent Order. No conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, shall affect Respondent's obligations under this Consent Order. However, DTSC may consent to the transfer of such obligations to a third party, and DTSC shall not unreasonably withhold its consent. Respondent shall be responsible for and liable for any failure to carry out all activities required of Respondent by the terms and conditions of this Consent Order, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks.

30.0 NOTICE TO CONTRACTORS AND SUCCESSORS

30.1 Respondent shall provide a copy of this Consent Order to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Consent Order and shall condition all such contracts on compliance with the terms of this Consent Order. Respondent shall give written notice of this Consent Order to any successor in interest prior to transfer of ownership or operation of the Facility and shall notify DTSC at least

seven (7)calendar days prior to such transfer.

31.0 SUBMITTAL SUMMARY

31.1 Below is a summary of the major reporting requirements contained in this Consent Order. The summary is provided as a general guide and does not contain all requirements. Please refer to the specific language of this Consent Order for all the requirements.

<u>Section</u>	<u>Action</u>	<u>Due Date</u>
4.2	Implement approved work plans	In accordance with schedules contained in approved work plans
4.1	Designate Project Coordinator and notify DTSC in writing	14 days from effective date of Order
5.3	Notify DTSC orally of potential threats to human health	24 hours after discovery
5.3	Notify DTSC in writing of potential threats to human health	15 days after discovery
5.2 5.6 5.7	Submit Current Conditions Report Health and Safety Plan, Community Profile	90 days from effective date of Order
6.1 6.4 6.6	Submit revised RFI Work Plan, Health and Safety Plan Health and Safety Plan	90 days from receipt of DTSC comments
7.2	Submit CMS Work Plan	60 days after DTSC's approval of RFI Report
9.1	Submit CMI Work Plan	60 days from receipt of notification of DTSC selection of corrective measure(s)
12.1	Submit first Progress Report	10th day of the month following the effective date of Order
12.1	Submit Progress Reports	Every two months
13.1	Notify DTSC in writing of contractors to carry out terms of Order	45 days from effective date of Order
16.3	Notify DTSC of initiation	7 days before each

of field work

phase of field work

32.0 EFFECTIVE DATE

32.1 The effective date of this Consent Order shall be the date on which this Consent Order is signed by all parties. Except as otherwise specified, days mean calendar days.

//

//

//

//

//

32.0 SIGNATORIES

33.1 Each undersigned representative certifies that he or she is fully authorized to enter this Consent Order.

IT IS SO AGREED AND ORDERED:

EXIDE CORPORATION

Date: 2-18-02

Original signed by Philip F. Milazzo

Philip F. Milazzo
Print name and title

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date: 2/25/02

Original signed by Jose Kou

Jose Kou
Print name and title

EXHIBIT A

I. RFI Workplan Review

Project Manager reviews the Current Conditions Report, RFI Workplan, Health and Safety Plan, prepares and issues a Notice of Deficiency (NOD); reviews and approves revised RFI Workplan, and Current Condition Report; coordinates with Public Participation staff in the preparation of a Public Involvement Plan (PIP) or RFI Summary Fact Sheet.

COST ESTIMATE FOR REVIEW AND APPROVAL OF RFI WORK PLAN			
	HOURS	HOURLY RATE + INDIRECT @ 191.68%	AMOUNT
Project Manager - HSE	200	\$122.00	\$24,400.00
Supervisor - SHSEG I	120	\$134.00	\$16,080.00
Geologist - HSEG	80	\$116.00	\$9,280.00
Sup. Geologist- SHSEG I	24	\$134.00	\$3,216.00
Asso. Industrial Hygienist	32	\$115.00	\$3,680.00
Sup. Industrial Hygienist	16	\$131.00	\$2,096.00
Public Partici. Specialist	40	\$103.00	\$4,120.00
Public Partici. Supervisor	16	\$118.00	\$1,888.00
Word Processing Tech.	24	\$57.00	\$1,368.00
SUBTOTAL	552		\$66,128.00

II. RFI Oversight

Project Manager visits the facility to take split samples, and review progress reports.

COST ESTIMATE FOR RFI OVERSIGHT			
	HOURS	HOURLY RATE + INDIRECT @ 191.68%	AMOUNT
Project Manager - HSE	80	\$122.00	\$9,760.00
Supervisor - SHSEG I	32	\$134.00	\$4,288.00
Geologist - HSEG	32	\$116.00	\$3,712.00
Sup. Geologist- SHSEG I	16	\$134.00	\$2,144.00
Asso. Industrial Hygienist	16	\$115.00	\$1,840.00
Sup. Industrial Hygienist	8	\$131.00	\$1,048.00
Word Processing Tech.	24	\$57.00	\$1,368.00
SUBTOTAL	208		\$24,160.00

III. RFI Report Review/Approval

Project Manager reviews RFI Report, issues NOD, reviews/approves revised RFI Report and determines whether Corrective Measure Study (CMS), Interim Measure (IM), or no further action is warranted.

COST ESTIMATE FOR REVIEW AND APPROVAL OF RFI REPORT			
	HOURS	HOURLY RATE + INDIRECT @ 191.68%	AMOUNT
Project Manager - HSE	120	\$122.00	\$14,640.00
Supervisor - SHSEG I	60	\$134.00	\$8,040.00
Geologist - HSEG	32	\$116.00	\$3,712.00
Sup. Geologist- SHSEG I	16	\$134.00	\$2,144.00
Asso. Industrial Hygienist	24	\$115.00	\$2,760.00
Sup. Industrial Hygienist	8	\$131.00	\$1,048.00
Public Partici. Specialist	32	\$103.00	\$3,296.00
Public Partici. Supervisor	16	\$118.00	\$1,888.00
Word Processing Tech.	24	\$57.00	\$1,368.00
SUBTOTAL	332		\$38,896.00

SUMMARY

I. RFI Workplan Review	\$ 66,128.00
II. RFI Oversight	\$ 24,160.00
III. RFI Report Review/Approval	\$ 38,896.00
SUBTOTAL	\$ 129,184.00
10% Project Management	\$ 12,918.00
20% Contingency	\$ 25,836.00
TOTAL ESTIMATED COST	\$ 167,938.00

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.